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As filed with the Securities and Exchange Commission on October 20, 2010

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM F-1
REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Noah Holdings Limited

(Exact name of Registrant as specified in its charter)

Not Applicable

(Translation of Registrant's name into English)

Cayman Islands	**8900**	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

6th Floor, Times Finance Center
No. 68 Middle Yincheng Road
Pudong, Shanghai 200120, People's Republic of China
(86) 21 3860-2301

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Law Debenture Corporate Services Inc.
400 Madison Avenue, 4th Floor
New York, New York 10017
(212) 750-6474

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Hong Kong	**Central, Hong Kong**
(852) 3740-4700	**(852) 2514-7600**

Approximate date of commencement of proposed sale to the public:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ _____

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ _____

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ _____

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price[2][3]	Amount of registration fee
Ordinary Shares, par value $0.0005 per share[1]	$ 90,000,000	$ 6,417.00

(1) American depositary shares issuable upon deposit of the ordinary shares registered hereby will be registered under a separate registration statement on Form F-6 (Registration No. 333-). Each American depositary share represents ordinary shares.

(2) Includes ordinary shares that are issuable upon the exercise of the underwriters' option to purchase additional shares. Also includes ordinary shares initially offered and sold outside the United States that may be resold from time to time in the United States either as part of their distribution or within 40 days after the later of the effective date of this registration statement and the date the shares are first bona fide offered to the public. These ordinary shares are not being registered for the purpose of sales outside the United States.

(3) Estimated solely for the purpose of determining the amount of registration fee in accordance with Rule 457(o) under the Securities Act of 1933.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED , 2010

PROSPECTUS

American Depositary Shares

NOAH HOLDINGS LIMITED

Representing Ordinary Shares

This is the initial public offering of American depositary shares, or ADSs, of Noah Holdings Limited. We are selling ADS. Each ADS represents ordinary shares, par value $0.0005 per share. We have granted the underwriters an option to purchase up to an aggregate of additional ADSs to cover over-allotments.

Prior to this offering, there has been no public market for the ADS or the ordinary shares. We anticipate the initial public offering price will be between $ and $ per ADS. We have applied to have the ADSs listed on the New York Stock Exchange under the symbol "NOAH."

Investing in the ADSs involves risks. See "Risk Factors" beginning on page 14.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per ADS	Total
Public offering price		
Underwriting discounts and commissions		
Proceeds to Noah Holdings Limited (before expenses)		

The underwriters expect to deliver the ADSs to purchasers on or about , 2010.

J.P. Morgan **BofA Merrill Lynch**

Oppenheimer & Co. **Roth Capital Partners**

The date of this prospectus is , 2010.

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NOAH諾亞財富®
NOAH PRIVATE WEALTH MANAGEMENT

NOAH HOLDINGS LIMITED

The leading independent service provider focusing on distributing wealth management products to the high net worth population in China

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You should rely only on the information contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you in connection with this offering. We have not authorized anyone to provide you with information different from that contained in this prospectus. We are offering to sell, and seeking offers to buy, the ADSs only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is current only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the ADSs.

We have not taken any action to permit a public offering of the ADSs outside the United States or to permit the possession or distribution of this prospectus outside the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to the offering of the ADSs and the distribution of the prospectus outside the United States.

Until , 2010 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade ADSs, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before investing in the ADSs, you should carefully read this entire prospectus, including our financial statements and related notes included in this prospectus and the information set forth under the headings "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

In this prospectus, the Heading Report refers to a report commissioned by us and prepared by Beijing Heading Century Consulting Co., Ltd., a third party consulting and market research firm, in July 2010. High net worth individuals are generally defined as individuals with investable assets above a certain level; however, there is no universally accepted asset threshold. Depending on the context, we use two different thresholds to define high net worth individuals in this prospectus: (1) RMB3.0 million (US$0.4 million) investable assets, which we use in discussing the market shares of key players in China's high net worth wealth management industry and our position in this industry, as we believe this threshold is commonly accepted and widely used in the wealth management industry in China; and (2) US$1.0 million investable assets, which we use when discussing the size, growth and other macro statistics of China's high net worth population as compared with those in other countries and regions in the world, as we believe this threshold is commonly used in the wealth management industry outside of China and therefore provides an appropriate basis for relevant comparison.

Overview

We are the leading independent service provider focusing on distributing wealth management products to the high net worth population in China. According to the Heading Report, we ranked as the largest independent wealth management product distributor in China as measured by the number of registered clients and breadth of coverage network in 2009. According to the Heading Report, the number of our registered clients with over RMB3.0 million investable assets accounted for 2.5% of the total number of such clients served by China's wealth management services industry in 2009. We believe that we have established our brand among China's high net worth population as a symbol of independent, personalized and value-added wealth management services and sophisticated product choices.

We provide direct access to China's high net worth population. With over 300 relationship managers in 28 branch offices, our coverage network encompasses China's most economically developed regions where high net worth population is concentrated, including the Yangtze River Delta, the Pearl River Delta and the Bohai Rim. Through this extensive coverage network, we serve high net worth individuals, enterprises affiliated with high net worth individuals and wholesale clients, primarily local commercial banks or branches of national commercial banks which distribute wealth management products to their own clients. We refer to the high net worth individuals and enterprises registered with us and the wholesale clients which have entered into cooperation agreements with us as our "registered clients." Since our inception in 2005, the number of our registered clients has grown to 12,353 as of June 30, 2010. We refer to those registered clients who purchased wealth management products distributed by us during any given period as "active clients" for that period. Neither our registered clients nor active clients pay us for our services. The number of our active clients was 926, 1,065, 1,235 and 779 in 2007, 2008 and 2009 and the six months ended June 30, 2010, respectively.

We believe that our product sophistication, along with our client knowledge has enabled us to consistently cater to the wealth management needs of China's high net worth population. We distribute over-the-counter, or OTC, wealth management products originated in China. OTC products refer to products that are not traded through exchanges. Our product choices primarily include fixed income products, private equity funds and securities investment funds. Since our inception in 2005, we have distributed over RMB15.5 billion (US$2.3 billion) worth of products. Through our product selection process and rigorous risk management, we

choose products from a wide array of third-party wealth management products. To date, we have distributed products of nearly 50 third-party product providers. We have also begun to develop proprietary wealth management products, starting with a RMB501 million (US$73.9 million) fund of private equity funds in May 2010. We intend to continue to explore new product opportunities.

We generate revenues primarily from one-time commissions and recurring service fees paid by third-party product providers or, for the majority of fixed income products, by the underlying corporate borrowers. Such commissions and service fees paid by third-party product providers or underlying corporate borrowers are calculated based on the value of wealth management products we distribute to our active clients, even though our active clients do not directly pay us any such commissions or fees. We deliver to our clients a continuum of value-added services before, during and after distribution of wealth management products. These services include financial planning, product analysis and recommendation, product and market updates and investor education. We do not charge our clients fees for these services. Our one-time commissions accounted for 78.6% and 78.2% of our net revenues in 2009 and the six months ended June 30, 2010, respectively, and our recurring service fees accounted for 21.4% and 21.8% of our net revenues in 2009 and the six months ended June 30, 2010, respectively.

China's high net worth population grew at a six-year compound annual growth rate, or CAGR, of 21.5% from 2003 to 2009 (despite a moderate decline in 2008) as a result of rapid economic growth and unprecedented wealth creation, according to the Heading Report. China's private wealth was the largest in Asia Pacific, excluding Japan, totaling approximately US$5.6 trillion in 2009, according to the Heading Report. The wealth management services industry in China, however, is at an early stage of development and highly fragmented. We intend to capitalize on the market opportunities by further solidifying our leading market position, enhancing our brand recognition, expanding our client base and coverage network, deepening our client penetration and continuing product innovation.

Our business has grown substantially since our inception in 2005. Our coverage network increased from six relationship managers in one city in 2005 to 285 relationship managers in 24 cities as of June 30, 2010, while total registered clients increased from 930 to 12,353 during the same period. In particular, we achieved significant growth amid the financial crisis in 2008, which we believe reflects the quality of our product choices and services and the increasing wealth management needs of China's high net worth population. The table below sets forth information relating to the level of select market indices as of the last day of each of the periods presented and our certain performance indicators for each of the periods presented:

	Years ended and as of December 31,						Six months ended and as of June 30,	
	2007		2008		2009		2010	
	Statistics	Year-over-year change (%)	Statistics	Year-over-year change (%)	Statistics	Year-over-year change (%)	Statistics	Period-over-period change (%)
Standard & Poor's 500 Composite Index[(1)]	1,468	3.5	903	(38.5)	1,115	23.5	1,031	12.2
Shanghai Stock Exchange Composite Index[(1)]	5,262	96.7	1,821	(65.4)	3,277	80.0	2,398	(19.0)
Our total transaction value (RMB in millions)	1,108	258.8	3,154	209.9	5,574	76.8	5,175	134.3
Number of our registered clients	3,089	70.1	6,606	113.9	9,641	45.9	12,353	48.1
Number of our active clients	926	180.6	1,065	15.0	1,235	16.0	779	26.7

Note:

(1) Annual close prices of respective composite indices.

We have experienced substantial growth in recent years. For the past three years, our net revenues increased from US$3.2 million in 2007 to US$8.4 million in 2008, and to US$14.6 million in 2009, representing a CAGR

of 113.6%. For the six months ended June 30, 2010, our net revenues amounted to US$13.7 million, as compared to US$5.8 million for the six months ended June 30, 2009. We recorded a net income of US$0.3 million in 2007, a net loss of US$0.4 million in 2008, a net income of US$3.6 million in 2009 and a net income of US$4.1 million for the six months ended June 30, 2010. The net income amounts have included the impact of non-cash charges relating to the changes in the fair value of derivative liabilities associated with the conversion and change-in-control put option features of our series A preferred shares and share-based compensation in an aggregate amount of US$0.6 million in 2007, US$2.1 million in 2008, US$1.7 million in 2009 and US$1.2 million in the six months ended June 30, 2010.

Our company is a holding company and we operate our business through our PRC subsidiary, Shanghai Noah Rongyao Investment Consulting Co., Ltd, or Noah Rongyao, our variable interest entity, Shanghai Noah Investment Management Co., Ltd, or Noah Investment, and their respective subsidiaries in China. While Noah Rongyao conducts most of our businesses, we conduct our insurance brokerage business exclusively through Noah Investment and its subsidiaries. We exercise effective control over the operations of Noah Investment pursuant to a series of contractual arrangements, under which we are entitled to receive substantially all of its economic benefits. Noah Rongyao and Noah Investment contributed to 38.8% and 61.2%, respectively, of our total revenues in 2009 and 82.2% and 17.8%, respectively, of our total revenues in the six months ended June 30, 2010.

Our Industry

China ranked fourth in the world in terms of the number of high net worth individuals in 2009 and second only to the United States in terms of the number of billionaires in February 2010, according to the Heading Report, which defines high net worth individuals as those possessing at least US$1.0 million in investable assets including cash, deposits, stocks, bonds, and other financial assets but excluding primary residences. According to the Heading Report, the average investable assets per high net worth individual in China was RMB21.0 million (US$3.1 million) in 2009 and the number of China's high net worth individuals was estimated to increase from approximately 400,000 in 2009 to 800,000 in 2013. China's high net worth population tends to be younger in age, reflecting China's recent and rapid economic development. China's millionaires were on average 39 years old and billionaires were on average 43 years old, which is 15 years younger than the average age of billionaires in other countries and regions, according to the Heading Report.

China's private wealth management services industry is at an early stage of development, characterized by low market penetration, increasing client awareness, fragmented market and strong growth potential. According to the Heading Report, approximately 80% of China's high net worth individuals managed their wealth and made investment decisions on their own. However, we believe there is an increasing trend among high net worth individuals in China to further understand and utilize private wealth management services, especially onshore services.

The main participants in this industry include domestic commercial banks, private banking divisions of foreign banks, trust companies, and independent wealth management service providers. Currently, distribution of OTC wealth management products in China has relatively low entry barriers as it does not require governmental approvals and regulatory licenses in most cases nor does it require intensive capital investment, except for distribution of some specific products, such as insurance products. In addition, there are no restrictions on foreign ownership of businesses engaged in the distribution of OTC wealth management products, except for insurance products. We expect competition to persist and intensify.

Independent wealth management service providers form a small market segment within the overall wealth management services industry in China. This segment is fragmented, with only a handful of prominent wealth management service providers that have gained critical mass and can provide comprehensive and client-oriented services. Independent wealth management service providers are in a better position to provide independent and

objective advice to high net worth clients as they are not affiliated with any financial institutions or product providers.

According to the Heading Report, in 2009, the independent wealth management services segment accounts for approximately 8% of the overall wealth management services industry for high net worth individuals in terms of the number of clients. As high net worth individuals in China become more sophisticated in their investment decisions and have more investment choices, they tend to demand tailored services and independent wealth management advice, which independent wealth management service providers are uniquely positioned to provide. China-based independent wealth management service providers with a well recognized brand name, extensive client coverage network, product sophistication and proven track record of product selection and performance are poised to capitalize on the opportunities presented in the private wealth management services market in China.

Our Strengths

We believe that the following strengths contribute to our leading market position and differentiate us from our competitors:

- Leading market position with strong brand recognition;
- Extensive and targeted coverage network;
- Client-centric culture and institutionalized client service structure;
- Demonstrated value-added product sophistication;
- Highly efficient operating model creating the best economics for our clients; and
- Visionary management team with proven execution track record.

Our Strategies

We aspire to become the most trusted wealth management brand among China's high net worth population. To achieve this goal, we intend to leverage our existing strengths and pursue the following strategies:

- Further enhance our brand recognition among high net worth population in China;
- Expand our coverage network and deepen client penetration;
- Broaden our client base to increase addressable markets;
- Continue product innovation to enhance our value proposition to clients; and
- Enhance our IT infrastructure and proprietary database.

Our Challenges

Our ability to achieve our goal and execute our strategies is subject to risks and uncertainties, including those relating to:

- Our ability to manage our growth effectively;
- Further development of the laws and regulations governing the wealth management services industry in China;
- The ability of trust companies to engage non-financial institutions to promote trust products under PRC laws and regulations;

- Our failure to identify or fully appreciate various risks involved in the wealth management products we distribute;
- Our ability to protect our reputation and enhance our brand recognition; and
- Our ability to detect and prevent misconduct of our relationship managers.

Please see "Risk Factors" and other information included in this prospectus for a discussion of these other risks.

Recent Developments

For the three months ended September 30, 2010, we had US$10.2 million in net revenues, which represents a 209.1% increase from US$3.3 million in net revenues for the same period in 2009. This increase is primarily due to an increase of US$5.0 million in one-time commissions and an increase of US$1.9 million in recurring service fees. For the three months ended September 30, 2010, we had US$4.4 million in income from operations and US$3.2 million in net income attributable to our shareholders, which increased substantially from US$0.6 million in income from operations and US$0.5 million in net income attributable to our shareholders for the same period in 2009, respectively. The increases are mainly attributable to an increase in net revenues, partially offset by the increases in operating costs and expenses due to the continued expansion of our business and related costs and expenses.

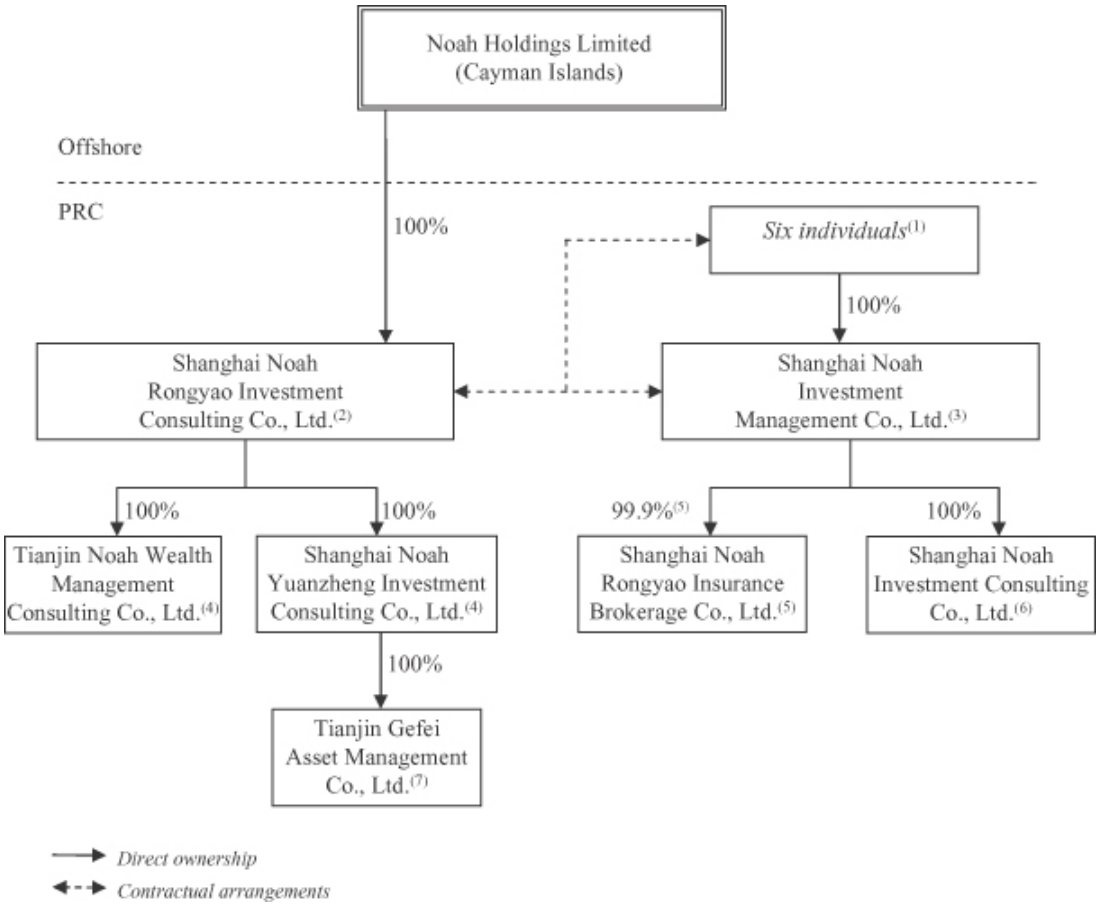
Corporate History and Structure

In August 2005, our founders started our business through the incorporation of Noah Investment. Since its inception, our founders focused the business of Noah Investment primarily on the distribution of OTC wealth management products to high net worth individuals in China. We incorporated a holding company, Noah Holdings Limited, in the Cayman Islands in June 2007 to facilitate our overseas financing efforts. In August 2007, Noah Holdings Limited incorporated a wholly owned subsidiary in China, Noah Rongyao. Noah Investment has two subsidiaries and Noah Rongyao has three subsidiaries in China.

As foreign-invested companies engaged in insurance brokerage business are subject to stringent requirements compared with Chinese domestic enterprises under current PRC laws and regulations, our PRC subsidiary Noah Rongyao and its subsidiaries, which are foreign-invested companies, do not meet all the requirements and therefore none of them is permitted to engage in the insurance brokerage business. We conduct our insurance brokerage business in China through Noah Investment and its subsidiaries, which are PRC domestic companies owned by our founders.

We exercise effective control over Noah Investment pursuant to a series of contractual arrangements with Noah Rongyao, Noah Investment and its shareholders. Through such contractual arrangements, we are entitled to receive effectively all economic benefits generated from Noah Investment shareholders' equity interests in it. As a result of these contractual arrangements, under U.S. GAAP, we are considered the primary beneficiary of Noah Investment and thus consolidate its results in our consolidated financial statements. Under PRC law, each of Noah Rongyao and Noah Investment is an independent legal entity and neither of them is exposed to liabilities incurred by the other.

The following diagram illustrates our current corporate structure:



(1) The six shareholders of Noah Investment are our directors, Ms. Jingbo Wang, Mr. Zhe Yin, Mr. Boquan He, Ms. Qianghua Yan, and two employees.

(2) We currently conduct our business of distributing OTC wealth management products and fund of funds business through this entity and its three subsidiaries.

(3) We currently conduct our insurance brokerage business and a small portion of our other wealth management services through this entity and its two subsidiaries.

(4) These entities engage in the distribution of OTC wealth management products.

(5) The remaining 0.1% equity interest of Noah Insurance is held by Mr. Zhe Yin, on behalf of Noah Investment. This entity engages in the insurance brokerage business.

(6) This entity is currently inactive. We may use this entity to conduct a portion of our future fund of funds business if any future PRC law imposes license requirements for any part of that business.

(7) This entity engages in the operation and management of our fund of funds business.

Corporate Information

Our principal executive offices are located at 6th Floor, Times Finance Center, No. 68 Middle Yincheng Road, Pudong, Shanghai 200120, People's Republic of China and our telephone number is (86) 21 3860-2301. Our registered office in the Cayman Islands is located at Corporate Filing Services Limited, 4th Floor, Harbour Centre, P.O. Box 613, Grand Cayman KY1-1107, Cayman Islands.

Investors should submit any inquiries to the address and telephone number of our principal executive offices. Our website is *www.noahwm.com*. The information contained on our website is not a part of this prospectus. Our agent for service of process in the United States is Law Debenture Corporate Services Inc..

CONVENTIONS THAT APPLY TO THIS PROSPECTUS

Unless otherwise indicated, references in this prospectus to:

- "ADSs" are to our American depositary shares, each of which represents ordinary shares;
- "China" or the "PRC" are to the People's Republic of China, excluding, for the purpose of this prospectus only, Hong Kong, Macau and Taiwan;
- "NYSE" are to the New York Stock Exchange;
- "ordinary shares" are to our ordinary shares, par value $0.0005 per share;
- "series A preferred shares" or "preferred shares" are to our series A convertible redeemable preferred shares, par value $0.001 per share, each of which will be automatically converted into two ordinary shares immediately upon the completion of this offering;
- "registered clients" are high net worth individuals and enterprises registered with us and wholesale clients which have entered into cooperation agreements with us;
- "active clients" for a given period are registered clients who purchase wealth management products distributed by us during that given period;
- "RMB" and "Renminbi" are to the legal currency of China;
- "US$," "U.S. dollars," "$," and "dollars" are to the legal currency of the United States; and
- Unless the context indicates otherwise, "we," "us," "our company," "our," and "Noah" refer to Noah Holdings Limited, its subsidiaries, variable interest entity and the variable interest entity's subsidiaries.

We use U.S. dollars as reporting currency in our financial statements and in this prospectus. Monetary assets and liabilities denominated in Renminbi are translated into U.S. dollars at the rates of exchange as of the balance sheet date, equity accounts are translated at historical exchange rates and revenues, expenses, gains and losses are translated using the average rate for the year as published by the People's Bank of China. In other parts of this prospectus, any Renminbi denominated amounts are accompanied by translations. Transactions in Renminbi are recorded at the rates of exchange prevailing when the transactions occur. With respect to amounts not recorded in our consolidated financial statements included elsewhere in this prospectus, all translations from Renminbi to U.S. dollars were made at RMB6.7815 to US$1.00, the noon buying rate set forth in the H.10 statistical release of the Federal Reserve Board on June 30, 2010. We make no representation that the Renminbi or U.S. dollar amounts referred to in this prospectus could have been or could be converted into U.S. dollars or Renminbi, as the case may be, at any particular rate or at all. The PRC government restricts or prohibits the conversion of Renminbi into foreign currency and foreign currency into Renminbi for certain types of transactions. On October 15, 2010, the noon buying rate set forth in the H.10 statistical release of the Federal Reserve Board was RMB6.6397 to US$1.00.

THE OFFERING

The following assumes that the underwriters will not exercise their option to purchase additional ADSs in the offering, unless otherwise indicated.

ADSs offered by us	ADSs
ADSs to ordinary share ratio	Each ADS represents ordinary shares.
ADSs outstanding immediately after this offering	ADSs
Ordinary shares outstanding immediately after this offering	shares
Price per ADS	$
The ADSs	The depositary will hold the shares underlying your ADSs and you will have rights as provided in the deposit agreement. We do not expect to pay dividends in the foreseeable future. If, however, we declare dividends on our ordinary shares, the depositary will pay you the cash dividends and other distributions it receives on our ordinary shares, after deducting its fees and expenses. You may turn in your ADSs to the depositary in exchange for ordinary shares. The depositary will charge you fees for any exchange. We may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs, you agree to be bound by the deposit agreement as amended. To better understand the terms of the ADSs, you should carefully read the "Description of American Depositary Shares" section of this prospectus. You should also read the deposit agreement, which is filed as an exhibit to the registration statement that includes this prospectus.
Option to purchase additional ADSs	We have granted to the underwriters an option, exercisable within 30 days from the date of this prospectus, to purchase up to additional ADSs.
Reserved ADSs	At our request, the underwriters have reserved for sale, at the initial public offering price, up to an aggregate of ADSs offered in this offering to some of our directors, officers, employees, business associates and related persons through a directed share program.
Use of proceeds	We expect that we will receive net proceeds of approximately $ million from this offering (after deducting underwriting discounts and commissions and estimated offering expenses payable by us).

	We intend to use the net proceeds from this offering: $ million to set up new branch offices and expand our coverage network, including hiring additional relationship managers; $ million to update our IT infrastructure; $ million for capital contributions to funds of funds formed by us; and the remaining amount for general corporate purposes, including funding potential acquisitions of complementary business, although we are not currently negotiating any such transactions. See "Use of Proceeds" for more information.
NYSE symbol	NOAH
Depositary	Citibank, N.A.
Lock-up	We, our directors and executive officers and all of our shareholders have agreed with the underwriters not to sell, transfer or dispose of any ADSs, ordinary shares or similar securities for a period of 180 days after the date of this prospectus. See "Underwriting."
Risk factors	See "Risk Factors" and other information included in this prospectus for a discussion of risks you should carefully consider before investing in the ADSs.

The number of ordinary shares that will be outstanding immediately after this offering:

- is based upon 23,150,000 ordinary shares outstanding as of the date of this prospectus, assuming the conversion of all outstanding preferred shares into 5,900,000 ordinary shares at a 1:2 conversion ratio immediately upon the completion of this offering;
- excludes 1,064,400 ordinary shares issuable upon the exercise of options outstanding as of the date of this prospectus, at a weighted average exercise price of $8.02 per share; and
- excludes 2,952,600 ordinary shares reserved for future issuances under our share incentive plans.

Except as otherwise indicated, all information in this prospectus assumes no exercise by the underwriters of their option to purchase additional ADSs.

Summary Consolidated Financial Data

The following summary consolidated statements of operations data for the years ended December 31, 2007, 2008 and 2009 and the summary consolidated balance sheet data as of December 31, 2007, 2008 and 2009 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated statements of operations data for the six months ended June 30, 2009 and 2010 and the selected consolidated balance sheet data as of June 30, 2010 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus. You should read this Summary Consolidated Financial Data together with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with generally accepted accounting principles in the United States, or U.S. GAAP. Our unaudited consolidated financial statements are prepared on the same basis as our audited consolidated financial statements. Our historical results are not necessarily indicative of our results expected for any future periods.

	Years Ended December 31			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(US$, except share and per share and per ADS data)				
Revenues:					
Third-party revenues	3,387,156	7,825,544	14,257,047	5,550,526	12,629,495
Related party revenues	—	1,044,947	1,145,535	580,194	1,868,203
Total revenues	3,387,156	8,870,491	15,402,582	6,130,720	14,497,698
Less: business taxes and related surcharges	(177,607)	(492,715)	(838,350)	(321,021)	(839,713)
Net revenues	3,209,549	8,377,776	14,564,232	5,809,699	13,657,985
Operating cost and expenses:					
Cost of revenues	(254,283)	(1,229,223)	(2,508,861)	(974,507)	(2,176,494)
Selling expenses	(169,405)	(2,485,589)	(3,168,051)	(967,790)	(2,550,719)
General and administrative expenses	(2,000,565)	(3,202,670)	(4,435,557)	(2,067,478)	(3,780,210)
Other operating income	69,506	121,665	230,547	120,181	112,473
Total operating cost and expenses	(2,354,747)	(6,795,817)	(9,881,922)	(3,889,594)	(8,394,950)
Income from operations	854,802	1,581,959	4,682,310	1,920,105	5,263,035
Other income (expenses):					
Interest income	5,419	45,157	57,622	20,397	44,095
Other expense	—	(71,379)	(15,088)	(9,601)	(24,382)
Investment income	267,087	41,192	358,824	13,619	158,800
Loss on change in fair value of derivative liabilities	(206,500)	(1,357,000)	(796,500)	(619,500)	354,000
Total other income (expenses)	66,006	(1,342,030)	(395,142)	(595,085)	532,513
Income before taxes	920,808	239,929	4,287,168	1,325,020	5,795,548
Income tax expense	(574,765)	(642,007)	(638,755)	(430,271)	(1,643,998)
Loss from equity in affiliates	—	—	—	—	(7,316)
Net income (loss) attributable to Noah Shareholders	346,043	(402,078)	3,648,413	894,749	4,144,234
Deemed dividend on Series A convertible redeemable preferred shares	(211,075)	(198,179)	(208,088)	(104,044)	(108,348)
Net income (loss) attributable to ordinary shareholders	134,968	(600,257)	3,440,325	790,705	4,035,886

	Years Ended December 31			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(US$, except share and per share data)				
Net income (loss) per share:					
Basic	0.02	(0.08)	0.20	0.05	0.21
Diluted	0.01	(0.08)	0.13	0.03	0.16
Net income (loss) per ADS:[1]					
Basic					
Diluted					
Weighted average number of shares used in computation:					
Basic	6,900,000	7,285,451	11,121,164	10,440,124	13,140,124
Diluted	8,146,770	7,285,451	16,835,379	16,731,220	17,074,405
Pro forma net income per share — unaudited[2]					
Basic			0.26		0.20
Diluted			0.20		0.16
Weighted average number of shares used in computation — unaudited:					
Basic			17,021,164		19,040,124
Diluted			22,735,379		22,974,405
Dividends declared per share[3]	0.09	—	—		

(1) Each ADS represents ordinary shares.

(2) Pro forma basic and diluted earnings per share is computed by dividing income attributable to holders of ordinary shares, excluding the impact of deemed dividends on convertible redeemable preferred shares and loss on change in fair value of derivative liabilities, by the weighted average number of ordinary shares outstanding for the year plus the number of ordinary shares resulting from the assumed conversion of the outstanding preferred shares upon consummation of this offering at the conversion ratio of 1:2.

(3) Calculated based on the number of ordinary shares of our company after a one to two share split in January 2008, which has been retrospectively reflected for all periods presented.

	As of December 31,			As of June 30,	
	2007	2008	2009	2010	2010
			(US$)		pro forma[1]
Consolidated Balance Sheet Data					
Cash and cash equivalents	5,682,728	7,731,424	12,115,771	17,052,110	17,052,110
Total assets	6,358,900	9,037,320	16,255,488	23,759,786	23,759,786
Total current liabilities	1,062,362	2,717,356	5,187,929	4,733,476	4,733,476
Total liabilities	1,842,785	3,767,318	6,411,179	5,963,444	5,963,444
Series A convertible redeemable preferred shares	3,963,575	4,161,754	4,369,842	4,478,190	—
Total equity	552,540	1,108,248	5,474,467	13,318,152	17,796,342

Note:

(1) The pro forma balance sheet information as of June 30, 2010 assumes the conversion upon completion of this offering of all preferred shares outstanding as of June 30, 2010 into ordinary shares.

Discussion of Non-GAAP Financial Measures

Adjusted net income attributable to Noah shareholders is a non-GAAP financial measure that excludes the income statement effects of all forms of share-based compensation and loss on change in fair value of derivative liabilities.

The non-GAAP financial measure disclosed by us should not be considered a substitute for financial measures prepared in accordance with US GAAP. The financial results reported in accordance with US GAAP and reconciliation of GAAP to non-GAAP results should be carefully evaluated. The non-GAAP financial measure used by us may be prepared differently from and, therefore, may not be comparable to similarly titled measures used by other companies.

When evaluating our operating performance in the periods presented, management reviewed non-GAAP net income results reflecting adjustments to exclude the impacts of share-based compensation and change in fair value of derivative liabilities to supplement U.S. GAAP financial data. As such, we believe that the presentation of the non-GAAP adjusted net income attributable to Noah shareholders provides important supplemental information to investors regarding financial and business trends relating to our results of operations in a manner consistent with that used by management. Pursuant to U.S. GAAP, we recognized significant amounts of expenses for the restricted shares and of loss (gain) on change in fair value of derivative liabilities in the periods presented. As we removed the restrictions on such shares and revised the relevant provisions of our series A preferred shares that trigger the accounting treatment of derivative liabilities in June 2010, we do not expect to incur similar expenses in the future. To make our financial results comparable period by period, we utilize the non-GAAP adjusted net income to better understand our historical business operations.

Reconciliation of GAAP to Non-GAAP Results
(unaudited)

	Years Ended December 31,			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
			(US$)		
Net income (loss) attributable to Noah shareholders	346,043	(402,078)	3,648,413	894,749	4,144,234
Adjustment for share-based compensation related to:					
Repurchase of shares	152,500	—	—	—	—
Share options	—	9,466	133,612	55,988	251,711
Restricted shares	255,280	783,000	783,000	391,500	1,310,721
Adjustment for loss (gain) on change in fair value of derivative liabilities	206,500	1,357,000	796,500	619,500	(354,000)
Adjusted net income attributable to Noah shareholders (non-GAAP)*	960,323	1,747,388	5,361,525	1,961,737	5,352,666

* The non-GAAP adjustments do not take into consideration the impact of taxes on such adjustments.

RISK FACTORS

An investment in our ADSs involves significant risks. You should consider carefully all of the information in this prospectus, including the risks and uncertainties described below, before making an investment in our ADSs. Any of the following risks could have a material adverse effect on our business, financial condition and results of operations. In any such case, the market price of our ADSs could decline, and you may lose all or part of your investment.

Risks Related to Our Business and Industry

We may not be able to grow at the historical rate of growth, and if we fail to manage our growth effectively, our business may be materially and adversely affected.

We commenced our business in 2005 and have experienced a period of rapid growth in recent years. Our net revenues grew at a CAGR of 113.6% from 2007 to 2009. We anticipate significant continuing growth in the foreseeable future. However, we cannot assure you that we will grow at the historical rate of growth. Our rapid growth has placed, and will continue to place, a significant strain on our management, personnel, systems and resources. To accommodate our growth, we will need to implement a variety of new and upgraded operational and financial systems, procedures and controls, including the improvement of our accounting and other internal management systems. We also will need to continue to establish additional branch offices, in some cases, in new cities and regions where we have no previous presence, and recruit, train, manage and motivate relationship managers and other employees and manage our relationships with an increasing number of registered clients. Moreover, as we introduce new wealth management services or enter into new markets, we may face unfamiliar market and technological and operational risks and challenges which we may fail to successfully address. We may be unable to manage our growth effectively, which could have a material adverse effect on our business.

The laws and regulations governing the wealth management services industry in China are developing and subject to further changes. If we fail to maintain or renew existing licenses or obtain additional licenses and permits necessary to conduct our operations in China, our business would be materially and adversely affected.

To date, provision of wealth management services and distribution of OTC wealth management products is not tightly regulated in China. The PRC government has not adopted a unified regulatory framework governing the distribution of OTC wealth management products or the provision of wealth management services, although there are ad hoc laws and regulations related to several types of wealth management products which we distribute, such as trust products, private equity products and investment-linked insurance products. These regulations do not impose license or qualification requirements on non-financial institutions engaged in wealth management services or distribution of OTC wealth management products, such as us, except that certain licenses and qualifications are required to engage in insurance brokerage, ancillary insurance agency business and the sale of exchange-traded funds. See “Regulations.”

As the wealth management services industry in China is at an early stage of development, applicable laws and regulations may be adopted from time to time to address new issues that arise from time to time or to require additional licenses and permits other than those we currently have obtained. As a result, substantial uncertainties exist regarding the evolution of the regulatory system and the interpretation and implementation of current and any future Chinese laws and regulations applicable to the wealth management services industry.

We cannot assure you that we will be able to maintain our existing licenses and permits, renew any of them when their current term expires or obtain additional licenses requisite for our future business expansion. For example, we intend to diversify our product choices and distribute non-OTC products, such as exchange-traded funds. The distribution of exchange-traded funds requires a license granted by the China Securities Regulatory

Commission, or CSRC. See "Regulations—Regulations on the Sale of Exchange-Traded Funds." Currently we are in the process of applying for such license. If we are unable to maintain and renew one or more of our current licenses and permits, or obtain such renewals or additional licenses requisite for our future business expansion on commercially reasonable terms, our operations and prospects could be materially disrupted. We have engaged in frequent dialogues with relevant regulatory authorities in China in an effort to stay abreast of developments of the regulatory environment. However, if new PRC regulations promulgated in the future require that we obtain additional licenses or permits in order to continue to conduct our business operations, there is no guarantee that we would be able to obtain such licenses or permits in a timely fashion, or at all. If any of these situations occur, our business, financial condition and prospects would be materially and adversely affected.

If the Chinese governmental authorities order trust companies in China to cease their promotion of collective fund trust plans, or trust plans, through non-financial institutions such as us, our business, results of operations and prospects would be materially and adversely affected.

Under the Administrative Rules Regarding Trust Company-Sponsored Collective Funds Trust Plans, or the Trust Plan Rules, issued by China Banking Regulatory Commission, or CBRC, trust companies are prohibited from engaging entities that are not financial institutions to conduct "promotion" of collective fund trust plans, or trust plans. A trust plan is a collective investment arrangement under which a trust company, in its capacity as trustee, manages funds entrusted to it by multiple sources for the interest of specified beneficiaries (often the same as the entrusting parties), by investing the entrusted funds in pre-determined assets or projects to generate returns for the beneficiaries. Investments in trust plans are referred to as trust products. Trust products have been a major type of wealth management products available to high net worth individuals in China.

We typically enter into agreements with trust companies or the underlying corporate borrowers that receive financing from trust companies, whereby we agree to facilitate the sale of the relevant trust products by providing services to our clients who desire to purchase the trust products. During the course of providing such services, we do not handle our clients' funds or process transactions for our clients. Based on our understanding, "promotion" of trust plans under the Trust Plan Rules refers to promotion and marketing activities which involve signing trust contracts with participants of trust plans directly, and since we do not sign trust contracts with the participants of trust plans or handle funds of participants of the trust plans in providing services with respect to trust products, we are not deemed as promoting trust plans in such circumstances.

However, due to the lack of a clear, consistent and well-developed regulatory framework for the promotion of trust plans and the lack of formal interpretation and enforcement of the relevant prohibition under the Trust Plan Rules in China, we cannot assure you that the PRC government in general and CBRC in particular will agree with our interpretation of "promotion of trust plans" under the Trust Plan Rules. If they interpret it differently and as a result the provisions of consulting services or similar services with respect to trust products are deemed as promotion of trust plans, CBRC or other government authorities in China may prohibit trust companies from engaging companies like us for such services. In such circumstances, we may have to change our business model with respect to trust products or cease to provide services relating to trust products, and as a result, our business, results of operations and prospects would be materially adversely affected.

The wealth management products that we distribute involve various risks and our failure to identify or fully appreciate such risks will negatively affect our reputation, client relationships, operations and prospects.

We distribute a broad variety of wealth management products supplied by third party product providers, including fixed income products, private equity products, investment in funds focusing on publicly traded stocks and investment-linked insurance products. These products often have complex structures and involve various risks, including default risks, interest risks, liquidity risks and other risks. Our success in distributing these products depends, in part, on our successful identification and full appreciation of risks associated with such

products. Not only must we keep pace with third party wealth management product providers and be involved in their design and development of these products, but we must also accurately describe the products to, and evaluate them for, our clients. Although we enforce and implement strict risk management policies and procedures, our risk management policies and procedures may not be fully effective in mitigating the risk exposure of our clients in all market environments or against all types of risks. In addition, we have developed our proprietary products, starting with a fund of private equity funds formed in May 2010, which also involves inherent risks. In the event that any of the funds we manage were to perform poorly, our revenues and income would decline due to decreased fees that we are entitled to charge. Moreover, we could experience losses on our principal as a result of poor investment performance by our funds of funds. Poor performance of our fund of funds could also make it more difficult for us to raise new capital. If we fail to identify and fully appreciate the risks associated with products we distribute to our clients, or fail to disclose such risks to our clients, and as a result our clients suffer financial loss or other damages resulting from their purchase of the wealth management products following our wealth management and product recommendations and services, our reputation, client relationships, business and prospects will be materially and adversely affected.

Our reputation and brand recognition is crucial to our business. Any harm to our reputation or failure to enhance our brand recognition may materially and adversely affect our business, financial condition and results of operations.

Our reputation and brand recognition, which depends on earning and maintaining the trust and confidence of high net worth individuals or enterprises that are current or potential clients, is critical to our business. Our reputation and brand is vulnerable to many threats that can be difficult or impossible to control, and costly or impossible to remediate. Regulatory inquiries or investigations, lawsuits initiated by clients or other third parties, employee misconduct, perceptions of conflicts of interest and rumors, among other things, could substantially damage our reputation, even if they are baseless or satisfactorily addressed. In addition, any perception that the quality of our wealth management and product recommendations and services may not be the same as or better than that of other wealth management advisory firms or wealth management product distributors can also damage our reputation. Moreover, any negative media publicity about the financial service industry in general or product or service quality problems of other firms in the industry, including our competitors, may also negatively impact our reputation and brand. If we are unable to maintain a good reputation or further enhance our brand recognition, our ability to attract and retain clients, wealth management product providers and key employees could be harmed and, as a result, our business and revenues would be materially and adversely affected.

Misconduct of our relationship managers or other employees could harm our reputation or lead to regulatory sanctions or litigation costs.

Misconduct of our relationship managers or other employees could result in violations of law by us, regulatory sanctions, litigation or serious reputational or financial harm. Their misconduct could include:

- engaging in misrepresentation or fraudulent activities when marketing or distributing wealth management products to clients;
- improperly using or disclosing confidential information of our clients, third party wealth management product providers or other parties;
- concealing unauthorized or unsuccessful activities, resulting in unknown and unmanaged risks or losses; or
- otherwise not complying with laws and regulations or our internal policies or procedures.

We have established an internal compliance system to supervise service quality and regulation compliance, however, we cannot always deter misconduct of our relationship managers or other employees and the precautions we take to prevent and detect misconduct may not be effective in all cases. We cannot assure you, therefore, that misconduct of our relationship managers or other employees will not lead to a material adverse effect on our business, results of operations or financial condition.

Our business is subject to risks related to lawsuits and other claims brought by our clients.

We are subject to lawsuits and other claims in the ordinary course of our business. In particular, we may face arbitration claims and lawsuits brought by our clients who have bought wealth management products based on our recommendations which turned out to be unsuitable. We may also encounter complaints alleging misrepresentation on the part of our relationship managers or other employees or that we have failed to carry out a duty owed to them. This risk may be heightened during periods when credit, equity or other financial markets are deteriorating in value or are volatile, or when clients or investors are experiencing losses. Actions brought against us may result in settlements, awards, injunctions, fines, penalties or other results adverse to us including harm to our reputation. The contracts between ourselves and third party wealth management product providers do not provide for indemnification of our costs, damages or expenses resulting from such lawsuits. Even if we are successful in defending against these actions, the defense of such matters may result in our incurring significant expenses. Predicting the outcome of such matters is inherently difficult, particularly where claimants seek substantial or unspecified damages, or when arbitration or legal proceedings are at an early stage. A substantial judgment, award, settlement, fine, or penalty could be materially adverse to our operating results or cash flows for a particular future period, depending on our results for that period.

We face significant competition in the wealth management services industry, and if we are unable to compete effectively with our existing and potential competitors, we could lose our market share and our results of operations and financial condition may be materially and adversely affected.

The wealth management market in China is at an early stage of development and is highly fragmented and competitive and we expect competition to persist and intensify. In distributing wealth management products, we face competition primarily from domestic commercial banks with an in-house sales force and private banking functions, such as China Merchants Bank, China Minsheng Bank and China Everbright Bank. Because a substantial portion of the products we distribute are fixed income products taking the form of investment in collective trust plans sponsored by trust companies, we also compete with trust companies that provide such products. In addition, we face competition from other independent wealth management firms that have emerged in China in recent years. Many of our competitors have greater financial and marketing resources than we do. For example, the commercial banks we compete with tend to enjoy significant competitive advantages due to their nationwide distribution network, longer operational history, broader client base and settlement capabilities. Moreover, many of the wealth management product providers with whom we currently have relationships, such as commercial banks and trust companies, are also engaged in, or may in the future engage in, the distribution of wealth management products and they may benefit from their vertical integration of manufacturing and distribution.

Distribution of OTC wealth management products in China has relatively low entry barriers as it does not require government approvals and regulatory licenses in most cases, nor does it require intensive capital investment, except for distribution of some specific products, such as insurance products. In addition, there are no restrictions on foreign ownership of companies engaged in the distribution of OTC wealth management products in China. See “Regulations.” As a result, we face increasing competition from new competitors, in particular overseas commercial banks with private banking functions or overseas professional wealth management firms, which are emerging in the Chinese market.

Fixed income products taking the form of investment in collective trust plans constitute a substantial portion of the products we distribute. In 2009 and the six months ended June 30, 2010, the total value of fixed income products that we distributed accounted for 64.8% and 49.3% of the total value of all products we distributed, respectively. If we are unable to compete effectively against the existing and future competitors, especially competitors distributing fixed income products, we may lose clients and our financial results may be materially and adversely affected.

If we fail to attract and retain qualified relationship managers, our business could suffer.

We rely heavily on our relationship managers to develop and maintain relationships with our clients. Our relationship managers serve as our day-to-day contacts with our clients and carry out a substantial portion of the client services we deliver. Their professional competence and approachability are essential to establishing and maintaining our brand image. As we further grow our business and expand into new cities and regions, we have an increasing demand for high quality relationship managers. We have been actively recruiting and will continue to recruit qualified relationship managers to join our coverage network. However, there is no assurance that we can recruit and retain sufficient relationship managers who meet our high quality requirements to support our further growth. In some of the regional centers where we have recently established or plan to establish branch offices, the talent pool from which we can recruit relationship managers is smaller than in national economic centers such as Shanghai and Beijing. Even if we could recruit sufficient relationship managers, we may have to incur disproportional training and administrative expenses in order to prepare our local recruits for their job. If we are unable to attract and retain highly productive relationship managers, our business could be materially and adversely affected. Competition for relationship managers may also force us to increase the compensation of our relationship managers, which would increase operating costs and reduce our profitability.

A significant portion of the wealth management products we distribute have real estate or real estate-related business as their underlying assets. These products are subject to the risks inherent in the ownership and operation of real estate and the construction and development of real estate as well as regulatory and policy changes in the real estate industry in China.

To date, a significant portion of the wealth management products that we distribute have real estate or real estate-related business in China as their underlying assets. In 2009 and the six months ended June 30, 2010, the total value of wealth management products with real estate or real estate-related business as the underlying business that we distributed accounted for 38.4% and 51.0% of the total value of all the products we distributed, respectively. Such products include, for example, investment in collective trust plans linked to real estate development projects or real estate funds. Such products are subject to the risks inherent in the ownership and operation of real estate and real estate-related businesses and assets. These risks include those associated with the burdens of ownership of real property, general and local economic conditions, changes in supply of and demand for competing properties in an area, natural disasters, changes in government regulations, changes in real property tax rates, changes in interest rates, the reduced availability of mortgage funds, which may render the sale or refinancing of properties difficult or impracticable and other factors that are beyond our control.

In particular, the PRC real estate industry is subject to extensive governmental regulation and is susceptible to policy changes. The PRC government exerts considerable direct and indirect influence on the development of the PRC real estate sector by imposing industry policies and other economic measures. Recently, the PRC government introduced a series of policies and regulations designed to reduce speculation and cool the overheated property market after price increases accelerated across the country. As a result, real property developers across the country have reported sharp slowdowns in property sales. The PRC government may introduce additional policies that will further curb the growth of the PRC real estate sector. These policies and regulations may result in lower property prices and negatively affect the viability, cash flow, or prospect of real estate development projects that constitute the underlying assets of certain of the wealth management products distributed by us.

If any of the risks associated with ownership and operation of real estate and real estate-related businesses in China are realized, it may result in decreased value and increased default rates of the wealth management products linked to real estate that we distribute, and reduce the interest of our clients in purchasing such products. As a result, our commissions from such products, which account for a significant portion of our product choices, could be adversely affected. In addition, if clients who purchased such wealth management products on our recommendation experience financial loss, they may lose their trust and confidence in us and our reputation may be harmed, which may result in a material adverse effect on our business, results of operations and financial condition.

Our failure to respond in a timely and cost-effective manner to rapid product innovation in the financial industry may be have an adverse effect on our business and operating results.

The financial industry is increasingly influenced by frequent new product and service introductions and evolving industry standards. We believe that our future success will depend on our ability to continue to anticipate product innovations and to offer additional product and service opportunities that meet evolving standards on a timely and cost-effective basis. There is a risk that we may not successfully identify new product and service opportunities or develop and introduce these opportunities in a timely and cost-effective manner. In addition, product and service opportunities that our competitors develop or introduce may render our products and services noncompetitive. As a result, we can give no assurances that product innovation that may affect our industry in the future will not have a material adverse effect on our business and results of operations.

Our limited operating history may not provide an adequate basis to judge our future prospects and results of operations.

We have a limited operating history. We commenced our business in 2005 as a service provider focusing on distributing wealth management products. We have been exclusively focusing on marketing and distributing third party products until May 2010, when we started our fund of funds business by forming a fund of private equity funds under our management. We intend to further develop our fund of funds business in the future by offering a broader variety of funds, including funds of mutual funds, funds of hedge funds and funds of private equity funds. However, we cannot assure you that our efforts to further develop these businesses will be successful. If our fund of funds business fails to grow, our future growth will be materially and adversely affected. Although we recorded net income in 2007, 2009 and the six months ended June 30, 2010, we cannot assure you that our results of operations will not be adversely affected in the rest of 2010 or any future period. Our limited operating history makes the prediction of future results of operations difficult, and therefore, past results of operations achieved by us should not be taken as indicative of the rate of growth, if any, that can be expected in the future. As a result, you should consider our future prospects in light of the risks and uncertainties experienced by early stage companies in a rapidly evolving and increasingly competitive market in China.

Our product choices include insurance products and we are required under relevant PRC regulations to obtain certain licenses from the China Insurance Regulatory Commission, or CIRC, in order to engage in insurance agency or brokering activities. If we fail to maintain or renew such licenses, our business related to the distribution of insurance products may be materially and adversely affected.

Companies that engage in insurance agency or brokering activities are required under relevant PRC regulations to obtain concurrent-business insurance agent license and/or the insurance brokerage license from the CIRC in order to conduct insurance agency or brokering business. See “Regulations.”

Our product choices include investment-linked insurance products. As a result, we are subject to the requirements of concurrent-business insurance agent license and the insurance brokerage license. While we have obtained these licenses, there can be no guarantee that we will be able to renew such licenses or continue to satisfy the qualification requirements under such licenses. If we fail to maintain or renew such licenses, we will not be allowed to continue to engage in the distribution of insurance products, which may materially and adversely affect our business, results of operations and financial conditions related to distribution of insurance products.

Any failure to ensure and protect the confidentiality of our clients’ personal data could lead to legal liability, adversely affect our reputation and have a material adverse effect on our business, financial condition or results of operations.

Our services involve the exchange of information, including detailed personal and financial information regarding our clients, through a variety of electronic and non-electronic means. We rely on a complex network of

process and software controls to protect the confidentiality of data provided to us or stored on our systems. If we do not maintain adequate internal controls or fail to implement new or improved controls, this data could be misappropriated or confidentiality could otherwise be breached. We could be subject to liability if we inappropriately disclose any client's personal information, or if third parties are able to penetrate our network security or otherwise gain access to any client's name, address, portfolio holdings, or other personal information. Any such event could subject us to claims for identity theft or other similar fraud claims or claims for other misuses of personal information, such as unauthorized marketing or unauthorized access to personal information. In addition, such events would cause our clients to lose their trust and confidence in us, which may result in a material adverse effect on our business, results of operations and financial condition.

Any significant failure in our information technology systems could have a material adverse effect on our business and profitability.

Our business is highly dependent on the ability of our information technology systems to timely process a large amount of information of wealth management products, clients and transactions. The proper functioning of our financial control, accounting, wealth management product database, client database, client service and other data processing systems, together with the communication systems between our various branch offices and our headquarters in Shanghai, is critical to our business and to our ability to compete effectively. In particular, we rely on the online service platform provided through our website *www.noahwm.com* to provide our clients with updated information about their historical purchases, the status of the products they purchased and various other notifications. We cannot assure you that our business activities would not be materially disrupted in the event of a partial or complete failure of any of these information technology or communication systems, which could be caused by, among other things, software malfunction, computer virus attacks or conversion errors due to system upgrading. In addition, a prolonged failure of our information technology system could damage our reputation and materially and adversely affect our future prospects and profitability.

Because one-time commissions and recurring service fees we earn on the distribution of third party wealth management products are based on commission and fee rates set by third party wealth management product providers or underlying corporate borrowers, any decrease in these commission and fee rates may have an adverse effect on our revenues, cash flow and results of operations.

We derive our revenues primarily from commissions and fees paid by third party wealth management product providers or underlying corporate borrowers whose products our clients purchase. The commission and fee rates are set by such product providers or underlying corporate borrowers and vary from product to product. Commission and fee rates can change based on the prevailing political, economic, regulatory, taxation and competitive factors that affect the product providers or underlying corporate borrowers. These factors, which are not within our control, include the capacity of product providers to place new business, profits of product providers, client demand and preference for wealth management products, the availability of comparable products from other product providers at a lower cost, the availability of alternative wealth management products to clients and the tax deductibility of commissions and fees. In addition, our historical volume of distribution may have a significant impact on our bargaining power with the wealth management product providers or underlying corporate borrowers in relation to the commission and fee rates for future products. Because we do not determine, and cannot predict, the timing or extent of commission and fee rate changes, it is difficult for us to assess the effect of any of these changes on our operations. Any decrease in commission and fee rates would significantly affect our revenues, cash flow and results of operations.

We rely on a small number of third party wealth management product providers to supply a majority of the wealth management products we distribute and the renegotiation or termination of our relationships with such product providers could significantly impact our business.

We rely on a small number of wealth management product providers to supply a substantial portion of our products. We define product providers as the issuers of wealth management products, with which our clients enter into contracts to purchase products. The product providers we work with encompass a variety of financial institutions, including trust companies, commercial banks, private equity firms, real estate fund managers and insurance companies. Among the various product providers, trust companies supply the majority of the wealth

management products distributed by us. Trust companies in China are a type of financial institution required by PRC law to sponsor trust plans. In 2009 and the six months ended June 30, 2010, our top three product providers accounted for approximately 44.4% and 64.0% of the aggregate value of all the wealth management products we distributed. Our relationships with third party wealth management product providers are governed by contracts between us and such product providers. These contracts establish, among other things, the scope of our responsibility and our commission rates with respect to the distribution of particular products. These contracts typically are entered into on a product by product basis and expire at the expiration date of the relevant wealth management product. For any new wealth management products, new contracts need to be negotiated and entered into. Our wealth management product providers may agree to enter into contracts with us for any new products only with lower commission rates or other terms less favorable to us, which could reduce our revenues. Although we believe that substitute third-party providers for most of the wealth management products that we distribute are generally available, if wealth management product providers that in the aggregate account for a significant portion of our business decide not to enter into contracts with us for their wealth management products, or our relationships with them are otherwise impacted, our business and operating results could be materially and adversely affected.

We may not be able to prevent unauthorized use of our intellectual property, which could reduce demand for our products and services, adversely affect our revenues and harm our competitive position.

We rely primarily on a combination of copyright, trade secret, trademark and anti-unfair competition laws and contractual rights to establish and protect our intellectual property rights in our research reports, our wealth management products and services and other aspects of our business. We cannot assure you that the steps we have taken or will take in the future to protect our intellectual property from infringement, misappropriation or piracy will prove to be sufficient. Implementation of intellectual property-related laws in China has historically been lacking, primarily due to ambiguity in the PRC laws and enforcement difficulties. Accordingly, intellectual property rights and confidentiality protection in China may not be as effective as in the United States or other countries. Current or potential competitors may use our intellectual property without our authorization in the development of products and services that are substantially equivalent or superior to ours, which could reduce demand for our solutions and services, adversely affect our revenues and harm our competitive position. Even if we were to discover evidence of infringement or misappropriation, our recourse against such competitors may be limited or could require us to pursue litigation, which could involve substantial costs and diversion of management's attention from the operation of our business.

Confidentiality agreements with employees, wealth management product providers and others may not adequately prevent disclosure of our trade secrets and other proprietary information.

We require our employees, wealth management product providers and others to enter into confidentiality agreements in order to protect our trade secrets and other proprietary information and, most importantly, our client information. These agreements might not effectively prevent disclosure of our trade secrets, know-how or other proprietary information and might not provide an adequate remedy in the event of unauthorized disclosure of such confidential information. In addition, others may independently discover trade secrets and proprietary information, and in such cases we could not assert any trade secret rights against such parties. Costly and time consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive position.

We may face intellectual property infringement claims that could be time consuming and costly to defend and may result in the loss of significant rights by us.

Although we have not been subject to any litigation, pending or threatened, alleging infringement of third parties' intellectual property rights, we cannot assure you that such infringement claims will not be asserted against us in the future.

Intellectual property litigation is expensive and time-consuming and could divert resources and management attention from the operation of our business. If there is a successful claim of infringement, we may be required to alter our services, cease certain activities, pay substantial royalties and damages to, and obtain one or more

licenses from, third parties. We may not be able to obtain those licenses on commercially acceptable terms, or at all. Any of those consequences could cause us to lose revenues, impair our client relationships and harm our reputation.

Our future success depends on the continuing efforts to retain our existing management team and other key employees as well as to attract, integrate and retain highly skilled and qualified personnel, and our business may be disrupted if we lose their services.

Our future success depends heavily on the continued services of our current executive officers. We also rely on the skills, experience and efforts of other key employees, including management, marketing, support, research and development, technical and services personnel. Qualified employees are in high demand throughout wealth management services industries in China, and our future success depends on our ability to attract, train, motivate and retain highly skilled employees and the ability of our executive officers and other members of senior management to work effectively as a team.

If one or more of our executive officers or other key employees are unable or unwilling to continue in their present positions, we may not be able to find replacements easily or at all, which may disrupt our business operations. We do not have key personnel insurance in place. If any of our executive officers or other key employees joins a competitor or forms a competing company, we may lose clients, know-how, key professionals and staff members. Each of our executive officers has entered into an employment agreement with us, which contains confidentiality and non-competition provisions. However, if any dispute arises between our executive officers and us, we cannot assure you of the extent to which any of these agreements could be enforced in China, where these executive officers reside, because of the uncertainties of China's legal system. See "— Risks Related to Doing Business in China — Uncertainties with respect to the PRC legal system could adversely affect us."

Our existing shareholders have substantial influence over our company and their interests may not be aligned with the interests of our other shareholders.

Currently, Ms. Jingbo Wang, our co-founder, chairman and chief executive officer, and Mr. Zhe Yin, our co-founder, executive director and vice president, beneficially own an aggregate of 36.9% of our share capital. Upon the completion of this offering, they will beneficially own an aggregate of % of our outstanding share capital. As a result of this high level of shareholding, Ms. Wang and Mr. Yin have substantial influence over our business, including decisions regarding mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. They may take actions that are not in the best interests of us or our other shareholders. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and might reduce the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders, including those who purchase ADSs in this offering. For more information regarding our principal shareholders and their affiliated entities, see "Principal Shareholders."

Our businesses are subject to weak economic conditions and downturns in the financial markets.

Recent global market and economic conditions have been unprecedented and challenging with recession in most major economies persisting in 2010. Continued concerns about the systemic impact of potential long-term and wide-spread recession, energy costs, geopolitical issues, and the availability and cost of credit have contributed to increased market volatility and diminished expectations for economic growth around the world. The difficult economic outlook has negatively affected business and consumer confidence and contributed to volatility of unprecedented levels. The Chinese economy also faces challenges. The stimulus plans and other measures implemented by the Chinese government may not work effectively or quickly enough to maintain economic growth in China or avert a severe economic downturn.

Since we derive essentially all of our revenues from our operations in China, any prolonged slowdown in the Chinese economy may have a negative impact on our business and results of operations. Our revenues ultimately depend on the appetite of high net worth individuals to invest in the wealth management products we distribute, which in turn depend on their level of disposable income, perceived future earnings and willingness to invest. As there are still substantial uncertainties in the current and future conditions in the global and Chinese economies, consumers may reduce their investment in the financial markets in general, and defer or forgo the purchase of wealth management products we distribute for third party providers or our own fund of fund products in particular. Additionally, we earn recurring service fees on certain products over a period of time after the initial sale. Clients may surrender or terminate these products, ending these recurring revenues. Moreover, insolvencies associated with an economic downturn could adversely affect our business through the loss of wealth management product providers, clients or by hampering our ability to place business.

General economic and market factors may also slow the rate of growth, or lead to a decrease in the size, of the high net worth market in China. Finally, further disruptions of the financial markets could also significantly restrict our ability to obtain financing in the capital markets or from financial institutions.

Our revenues and operating results can fluctuate from period to period, which could cause the price of our ADSs to fluctuate.

Our revenues and operating results have fluctuated in the past and may fluctuate from period to period in the future due to a variety of factors, many of which are beyond our control. Factors relating to our business that may contribute to these fluctuations include the following factors, as well as other factors described elsewhere in this prospectus:

- a decline or slowdown of the growth in the value of wealth management products, which may reduce the value of products we distribute for wealth management product providers and therefore our commission revenues and cash flows;
- negative public perception and reputation of the wealth management services industry;
- unanticipated delays of anticipated rollouts of our products or services;
- unanticipated changes to economic terms in contracts with our wealth management product providers, including renegotiations;
- changes in laws or regulatory policy that could impact our ability to provide wealth management services to our clients or to distribute wealth management products for wealth management product providers;
- failure to enter into contracts with new wealth management product providers;
- cancellations or non-renewal of existing contracts with wealth management product providers; and
- changes in the number of clients who decide to effectively terminate their relationship with us or who ask us to redeem their investment in our fund of funds products.

As a result of these and other factors, the results of any prior quarterly or annual periods should not be relied upon as indications of our future revenues or operating performance.

In the course of preparing our consolidated financial statements, a material weakness in our internal control over financial reporting was identified. If we fail to maintain an effective system of internal control over financial reporting, we may be unable to accurately report our financial results or prevent fraud, and investor confidence and the market price of our ADSs may be adversely affected.

We will be subject to reporting obligations under the U.S. securities laws after this offering. Our reporting obligations as a public company will place a significant strain on our management, operational and financial

resources and systems for the foreseeable future. Prior to this offering, we have been a private company and have limited accounting personnel and other resources with which to address our internal control over financial reporting. In the course of preparing our consolidated financial statements, a certain material weakness, as defined in Auditing Standard No. 5 of the U.S. Public Company Accounting Oversight Board, or Auditing Standard No. 5, was identified in our internal control over financial reporting as of December 31, 2009. As defined in Auditing Standard No. 5, a "material weakness" is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected.

The material weakness identified is a lack of sufficient financing and accounting resources and expertise necessary to comply with U.S. GAAP and SEC reporting and compliance requirements. Neither we nor our independent registered public accounting firm undertook a comprehensive assessment of our internal controls for purposes of identifying and reporting control deficiencies as we will be required to do after we are a public company. Had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional material weaknesses may have been identified.

To remedy the weakness identified, we have hired a new finance controller, who has extensive accounting experience with U.S. GAAP, and plan to take a number of other measures, including, among others, hiring additional accounting personnel with knowledge of U.S. GAAP and organizing our accounting personnel to participate in training and seminars provided by third-party specialists on U.S. GAAP and SEC reporting requirement updates.

However, the implementation of these measures may not fully address the material weakness in our internal control over financial reporting, and we cannot conclude that it has been fully remedied. Our failure to correct the material weakness or our failure to discover and address any other control deficiencies could result in inaccuracies in our financial statements and could also impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. As a result, our business, financial condition, results of operations and prospects, as well as the trading price of our ADSs, may be materially and adversely affected. Moreover, ineffective internal control over financial reporting may significantly hinder our ability to prevent fraud.

Upon completion of this offering, we will become subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act will require that we include a report from management on the effectiveness of our internal control over financial reporting in our annual report on Form 20-F beginning with our annual report for the fiscal year ending December 31, 2011. In addition, beginning at the same time, our independent registered public accounting firm must report on the effectiveness of our internal control over financial reporting. If we fail to remedy the problems identified above, our management and our independent registered public accounting firm may conclude that our internal control over financial reporting is not effective. This could adversely impact the market price of our ADSs due to a loss of investor confidence in the reliability of our reporting processes. We will need to incur significant costs and use significant management and other resources in order to comply with Section 404 of the Sarbanes-Oxley Act.

We have limited insurance coverage.

Insurance companies in China currently do not offer as extensive an array of insurance products as insurance companies in more developed economies do. Other than casualty insurance on some of our assets, we do not have commercial insurance coverage on our other assets and personnel and we do not have insurance to cover our business or interruption of our business, litigation or product liability. We have determined that the costs of insuring for these risks and the difficulties associated with acquiring such insurance on commercially reasonable terms make it impractical for us to have such insurance. Any uninsured occurrence of loss or damage

to property, litigation or business disruption may result in our incurring substantial costs and the diversion of resources, which could have an adverse effect on our results of operations and financial condition.

We face risks related to health epidemics and other outbreaks, which could significantly disrupt our staffing and may even result in temporary closure of our services and facilities.

Our business could be materially and adversely affected by the outbreak of avian influenza, severe acute respiratory syndrome, or SARS, or another epidemic. In April 2009, a new strain of influenza A virus subtype H1N1, commonly referred to as "swine flu," was first discovered in North America and quickly spread to other parts of the world, including China. In early June 2009, the World Health Organization declared the outbreak to be a pandemic, while noting that most of the illnesses were of moderate severity. The PRC Ministry of Health has reported a few hundred deaths caused by the influenza A (H1N1). Any outbreak of avian influenza, SARS, the influenza A (H1N1), or other adverse public health developments in China may have a material and adverse effect on our business operations. These occurrences could cause severe disruption to our daily operations, including our on-site product due diligence, meetings with clients, and sales and marketing activities, and may even require a temporary closure of our branches.

Risks Related to Our Corporate Structure

If the PRC government finds that the agreements that establish the structure for operating our businesses in China do not comply with PRC regulations relating to insurance brokerage, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.

We are engaged in insurance brokerage activities as part of our business. Under current PRC laws and regulations, foreign-invested companies engaged in insurance brokerage business are subject to stringent requirements compared with Chinese domestic enterprises. Specifically, foreign-invested insurance brokerage companies are required to have, among other things, at least US$200 million of total assets and at least 30 years of track record in insurance brokerage business. Neither our PRC subsidiary, Noah Rongyao, nor any of its subsidiaries, currently meet all such requirements and therefore none of them is permitted to engage in the insurance brokerage business. We conduct our insurance brokerage business in China principally through contractual arrangements among our PRC subsidiary, Noah Rongyao, our affiliated company in the PRC, Noah Investment, and Noah Investment's shareholders. Noah Insurance, a subsidiary of Noah Investment, holds the licenses and permits necessary to conduct insurance brokerage activities in China.

Our contractual arrangements with Noah Investment and its shareholders enable us to (1) exercise effective control over Noah Investment; (2) receive substantially all of the economic benefits of Noah Investment in consideration for the services provided by Noah Rongyao, our wholly-owned subsidiary in China; and (3) have an exclusive option to purchase all or part of the equity interests in Noah Investment when and to the extent permitted by PRC law. Because of these contractual arrangements, we are the primary beneficiary of Noah Investment and hence treat it as our variable interest entity and consolidate its results of operations into ours.

If we, our PRC subsidiary or our variable interest entity is found to be in violation of any existing or future PRC laws or regulations, including the stringent regulatory requirements imposed on foreign-invested companies engaged in insurance brokerage but not on Chinese domestic enterprises, or fails to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities, including the CIRC, would have broad discretion in dealing with such violations or failures, including, without limitation, levying fines, confiscating our income or the income of Noah Investment, revoking business licenses of our PRC subsidiary or the business licenses of Noah Investment, or the insurance brokerage licence of Noah Insurance, or requiring us and Noah Investment to restructure our ownership structure or operations and requiring us or Noah Investment to discontinue any portion or all of our insurance brokerage business. Any of these actions could cause significant

disruption to our business operations, and may materially and adversely affect our business, financial condition and results of operations.

Current PRC regulations relating to foreign investments in the insurance brokerage business in China do not contain detailed explanations and operational procedures, and are subject to interpretations by relevant governmental authorities in China. However, most of these regulations have not been interpreted by the relevant authorities in the context of a corporate structure similar to ours. Therefore, there are substantial uncertainties regarding the applicability of these regulations to our business. Moreover, new regulations may be adopted and interpretations of existing regulations may develop and change, which may materially adversely affect our ability to conduct our insurance brokerage business.

We rely on contractual arrangements with our variable interest entity and its shareholders for a portion of our China operations, which may not be as effective as direct ownership in providing operational control.

We rely on contractual arrangements with our variable interest entity, Noah Investment, and its shareholders to operate a portion of our operations in China, the insurance brokerage business. For a description of these contractual arrangements, see “Corporate History and Structure.” These contractual arrangements may not be as effective as direct ownership in providing us with control over our variable interest entity. Under the current contractual arrangements, as a legal matter, if our variable interest entity or their shareholders fail to perform their respective obligations under these contractual arrangements, we may have to incur substantial costs and expend additional resources to enforce such arrangements. We may also have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief, and claiming damages, which we cannot assure you will be effective.

Under the share pledge agreement dated September 3, 2007 between our PRC subsidiary, Noah Rongyao, and the shareholders of Noah Investment, those shareholders pledged their equity interests in Noah Investment to Noah Rongyao to secure Noah Investment’s obligations under the exclusive service agreements and the exclusive option agreement. Our PRC counsel, Zhong Lun Law Firm, has advised us that these pledges were duly created by being recorded on Noah Investment’s register of shareholders in accordance with the PRC Guarantee Law. However, according to the PRC Property Rights Law, which became effective as of October 1, 2007, property rights created under a pledge will not be effective unless it has been registered with the relevant administration for industry and commerce. Currently there is no official interpretation regarding whether pledge agreements signed before the effective date of PRC Property Rights Law are required to be registered with the relevant administration for industry and commerce. If any new PRC regulation is promulgated in the future requiring that share pledge agreements executed prior to October 1, 2007 be registered in accordance with the PRC Property Rights Law, there is no guarantee that Noah Investment would be able to timely register the pledges, the pledges may be deemed ineffective under the PRC Property Rights Law or subordinate to any rights of any third party acting in good faith. As a result, if those shareholders breach their obligations under the various agreements described above, Noah Rongyao may not be able to successfully enforce the pledges.

All of these contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal environment in the PRC is not as developed as in other jurisdictions, such as the United States. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements, which may make it difficult to exert effective control over our variable interest entity, and our ability to conduct our business may be negatively affected.

Contractual arrangements we have entered into among our PRC subsidiary, our variable interest entity and its shareholders may be subject to scrutiny by the PRC tax authorities and they may determine that we or our PRC variable interest entity and its subsidiaries owe additional taxes, which could substantially reduce our consolidated net income and the value of your investment.

Under applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities. We are not able to determine whether the contractual arrangements we have entered into among our PRC subsidiary, our variable interest entity and its shareholders will be regarded by the PRC tax authorities as arm's length transactions. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements among Noah Rongyao, our wholly-owned subsidiary in China, Noah Investment, our variable interest entity in China, and Noah Investment's shareholders were not entered into on an arm's-length basis or resulted in an impermissible reduction in taxes under applicable PRC laws, rules and regulations, and adjust Noah Investment's income in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction, for PRC tax purposes, of expense deductions recorded by Noah Investment, which could in turn increase their respective tax liabilities. In addition, the PRC tax authorities may impose punitive interest on Noah Investment for the adjusted but unpaid taxes at the rate of 5% over the basic Renminbi lending rate published by the People's Bank of China for a period according to applicable regulations. Although Noah Rongyao did not generate any revenues from providing services to Noah Investment in the past, if there are such revenues in the future and the PRC tax authorities decide to make transfer pricing adjustments on Noah Investment's net income, our consolidated net income may be adversely affected.

The shareholders of our variable interest entity may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition.

All of the shareholders of Noah Investment are individuals who are our founders or executive officers. Conflicts of interest may arise between the dual roles of those individuals who are both executive officers of our company and shareholders of our variable interest entity. We do not have existing arrangements to address potential conflicts of interest between those individuals and our company and cannot assure you that when conflicts arise, those individuals will act in the best interest of our company or that conflicts will be resolved in our favor. If we cannot resolve any conflicts of interest or disputes between us and those individuals, we would have to rely on legal proceedings, which may materially disrupt our business. There is also substantial uncertainty as to the outcome of any such legal proceeding.

We may rely principally on dividends and other distributions on equity paid by our PRC subsidiary to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiary to pay dividends to us could have a material adverse effect on our ability to conduct our business.

We are a holding company, and we may rely principally on dividends and other distributions on equity paid by Noah Rongyao, our PRC subsidiary, for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If Noah Rongyao incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other distributions to us. In addition, the PRC tax authorities may require us to adjust our taxable income under the contractual arrangements Noah Rongyao currently has in place with our variable interest entity in a manner that would materially and adversely affect its ability to pay dividends and other distributions to us.

Under PRC laws and regulations, Noah Rongyao, as a wholly foreign-owned enterprise in the PRC, may pay dividends only out of its accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise such as Noah Rongyao is required to set aside at least 10% of its accumulated after-tax profits each year, if any, to fund certain statutory reserve funds, until the aggregate amount of such fund reaches 50% of its registered capital. At its discretion, it may allocate a portion of

its after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserve funds and staff welfare and bonus funds are not distributable as cash dividends.

Any limitation on the ability of Noah Rongyao to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business. See also "— Risks Related to Doing Business in China — The dividends we receive from our PRC subsidiary may be subject to PRC tax under the PRC Enterprise Income Tax Law, which would have a material adverse effect on our financial condition and results of operations."

PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of conversion of foreign currencies into Renminbi may delay or prevent us from using the proceeds of this offering to make loans to our PRC subsidiary and variable interest entity or to make additional capital contributions to our PRC subsidiary, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

We are an offshore holding company conducting our operations in China through our PRC subsidiary and variable interest entity. We may make loans to our PRC subsidiary and variable interest entity, or we may make additional capital contributions to our PRC subsidiary.

Any loans to our PRC subsidiary, which is treated as a foreign invested enterprise under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to Noah Rongyao to finance its activities cannot exceed statutory limits and must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE. We may also decide to finance Noah Rongyao by means of capital contributions. These capital contributions must be approved by the PRC Ministry of Commerce or its local counterpart. Due to the restrictions imposed on loans in foreign currencies extended to any PRC domestic companies, we are not likely to make such loans to our variable interest entity, a PRC domestic company. Meanwhile, we are not likely to finance the activities of our variable interest entity by means of capital contributions because that would result in our variable interest entity being converted into a foreign invested company, while foreign invested companies engaged in insurance brokerage are subject to more stringent requirements than PRC domestic enterprises.

On August 29, 2008, SAFE promulgated a regulation which restricts the conversion by a foreign invested enterprise of foreign currency registered capital into Renminbi by setting limitations on the usage of the converted Renminbi. This regulation is generally referred to as SAFE Circular 142. SAFE Circular 142 provides that the Renminbi capital converted from foreign currency registered capital of a foreign invested enterprise may only be used for purposes within the business scope approved by the applicable governmental authority and may not be used for equity investments within the PRC. In addition, SAFE strengthened its oversight of the flow and use of the Renminbi capital converted from foreign currency registered capital of a foreign-invested company. The usage of such Renminbi capital may not be altered without SAFE's approval, and such Renminbi capital may not in any case be used to repay Renminbi loans if the proceeds of such loans have not been used. Violations of SAFE Circular 142 could result in severe monetary or other penalties.

In light of the various requirements imposed by of PRC regulations on loans to and direct investment in PRC entities by offshore holding companies, including SAFE Circular 142, we cannot assure you that we will be able to complete the necessary government registrations or obtain the necessary government approvals on a timely basis, if at all, with respect to future loans by us to our PRC subsidiary or our variable interest entity or with respect to future capital contributions by us to our PRC subsidiary. If we fail to complete such registrations or obtain such approvals, our ability to use the proceeds we expect to receive from this offering and to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

Risks Related to Doing Business in China

Adverse changes in the political and economic policies of the PRC government could have a material adverse effect on the overall economic growth of China, which could adversely affect our business.

Substantially all of our assets are located in China and substantially all of our revenues are derived from our operations there. Accordingly, our business, financial condition, results of operations and prospects are affected significantly by economic, political and legal developments in China. The Chinese economy differs from the economies of most developed countries in many respects, including amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. While the Chinese economy has experienced significant growth in the past 30 years, the growth has been uneven across different periods, regions and among various economic sectors of China. We cannot assure you that the Chinese economy will continue to grow, or that if there is growth, such growth will be steady and uniform, or that if there is a slowdown, such slowdown will not have a negative effect on our business.

The PRC government also exercises significant control over China's economic growth through the allocation of resources, controlling payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. From late 2003 to mid-2008, the PRC government implemented a number of measures, such as increasing the People's Bank of China's statutory deposit reserve ratio and imposing commercial bank lending guidelines that had the effect of slowing the growth of credit, which in turn may have slowed the growth of the Chinese economy. In response to the recent global and Chinese economic downturn, the PRC government has promulgated several measures aimed at expanding credit and stimulating economic growth. Since August 2008, the People's Bank of China has decreased the statutory deposit reserve ratio and lowered benchmark interest rates several times. Since January 2010, however, the People's Bank of China has increased the statutory deposit reserve ratio in response to rapid growth of credit in 2009. It is unclear whether PRC economic policies will be effective in stimulating growth, and the PRC government may not be effective in creating stable economic growth in the future. Any slowdown in the economic growth of China could lead to reduced demand for the products we distribute, which could materially and adversely affect our business, as well as our financial condition and results of operations.

Uncertainties with respect to the PRC legal system could adversely affect us.

We conduct our business primarily through our PRC subsidiary and variable interest entity in China. Our operations in China are governed by PRC laws and regulations. Our PRC subsidiary is a foreign invested enterprise and is subject to laws and regulations applicable to foreign investment in China and, in particular, laws applicable to foreign-invested enterprises. The PRC legal system is a civil law system based on written statutes. Unlike common law system, prior court decisions may be cited for reference but have limited precedential value.

In 1979, the PRC government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past three decades has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, because these laws and regulations are relatively new, and because of the limited volume of published decisions and their nonbinding nature, the interpretation and enforcement of these laws and regulations involve uncertainties. In addition, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, that may have a retroactive effect. As a result, we may not be aware of our violation of these policies and rules until some time after the violation. Any administrative and court proceedings in China may be protracted and result in substantial costs and diversion of resources and management attention. However, since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy than in more developed legal systems. These uncertainties may also

impede our ability to enforce the contracts we have entered into. As a result, these uncertainties could materially adversely affect our business and results of operations.

Fluctuations in exchange rates may have a material adverse effect on your investment.

The value of the Renminbi against the U.S. dollar and other currencies is affected by, among other things, changes in China's political and economic conditions and China's foreign exchange policies. The conversion of Renminbi into foreign currencies, including U.S. dollars, has been based on exchange rates set by the People's Bank of China. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the Renminbi solely to the U.S. dollar. Under this revised policy, the Renminbi is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. Following the removal of the U.S. dollar peg, the Renminbi appreciated more than 20% against the U.S. dollar over the following three years. Since July 2008, however, the Renminbi has traded within a narrow range against the U.S. dollar. As a consequence, the Renminbi has fluctuated significantly since July 2008 against other freely traded currencies, in tandem with the U.S. dollar. On June 19, 2010, the People's Bank of China announced that it will allow a more flexible exchange rate for Renminbi without mentioning specific policy changes, although it ruled out any large-scale appreciation. It is difficult to predict how long the current situation may last and when and how Renminbi exchange rates may change going forward.

The reporting and functional currency of our company is the U.S. dollar. However, the functional currency of our consolidated operating subsidiaries and variable interest entity is the Renminbi and substantially all their revenues and expenses are denominated in Renminbi. Substantially all of our sales contracts were denominated in Renminbi and substantially all of our costs and expenses are denominated in Renminbi. The net proceeds from this offering will be denominated in U.S. dollars. Fluctuations in exchange rates, primarily those involving the U.S. dollar, may affect the relative purchasing power of these proceeds. In addition, appreciation or depreciation in the value of the Renminbi relative to the U.S. dollar would affect our financial results reported in U.S. dollar terms without giving effect to any underlying change in our business or results of operations. Fluctuations in the exchange rate will also affect the relative value of earnings from and the value of any U.S. dollar-denominated investments we make in the future.

Very limited hedging options are available in China to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our exposure or at all. In addition, our currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert Renminbi into foreign currency. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.

Governmental control of conversion of Renminbi into foreign currencies may limit our ability to utilize our revenues effectively and affect the value of your investment.

The PRC government imposes controls on the convertibility of the Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in Renminbi. Under our current corporate structure, our company may rely on dividend payments from our PRC subsidiary, Noah Rongyao, to fund any cash and financing requirements we may have. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. Therefore, Noah Rongyao is able to pay dividends in foreign currencies to us without prior approval from SAFE by complying with certain procedural requirements. But approval from or registration with appropriate government authorities is required where Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. The PRC government may also at its discretion restrict access in the future to

foreign currencies for current account transactions. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs.

The approval of the China Securities Regulatory Commission, or CSRC, may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot predict whether we will be able to obtain such approval.

In August 2006, six PRC regulatory agencies, including the CSRC, promulgated Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules. See "Regulations —Regulations on Overseas Listing." This regulation, among other things, requires offshore special purpose vehicles, or SPVs, formed for the purpose of acquiring PRC domestic companies and controlled by PRC companies or individuals, to obtain the approval of the CSRC prior to listing their securities on an overseas stock exchange. The application of this regulation remains unclear. Currently, there is no consensus among the leading PRC law firms regarding the scope and applicability of the CSRC approval requirement. In September 2006, the CSRC published on its official website a notice specifying the documents and materials that are required to be submitted for obtaining the CSRC's approval for overseas listings by special purposes vehicles. Our PRC counsel, Zhong Lun Law Firm, has advised us that, based on their understanding of the current PRC laws, rules and regulations as well as the procedures announced in September 2006, we are not required to submit an application to the CSRC for its approval of the listing and trading of our ADSs on the New York Stock Exchange, or NYSE, unless we are clearly required to do so by subsequent rules of the CSRC, because (1) the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours under this prospectus are subject to the M&A Rules; (2) we established our PRC subsidiary, Noah Rongyao, and its subsidiaries by means of direct investment other than by merger or acquisition of any PRC domestic companies; and (3) we established the contractual arrangements between our PRC subsidiary and our variable interest entity, because the contemporary and current PRC laws require foreign investors involved in insurance brokerage businesses to meet certain qualifications, which neither of our PRC subsidiary nor its subsidiaries can meet. However, we cannot assure you that the relevant PRC government agency, including the CSRC, would reach the same conclusion as our PRC counsel.

Since there has been no official interpretation or clarification of this regulation since its adoption, there is uncertainty as to how this regulation will be interpreted or implemented. If it is determined that the CSRC's approval is required for this offering, we may face sanctions by the CSRC or other PRC regulatory agencies for failure to seek CSRC's approval for this offering. These sanctions may include fines and penalties on our operations in the PRC, limitations on our operating privileges in the PRC, delays or restrictions on the repatriation of the proceeds from this offering into the PRC, restrictions on or prohibition of payment or remittance of dividends by our China subsidiary, or other actions that could have a material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable to us, to halt this offering before settlement and delivery of the ADSs that we are offering. Consequently, if you engage in market trading or other activities in anticipation of and prior to settlement and delivery of the ADSs we are offering, you would be doing so at the risk that settlement and delivery may not occur.

PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident beneficial owners or our PRC subsidiary to liability or penalties, limit our ability to inject capital into our PRC subsidiary, limit our PRC subsidiary's ability to increase its registered capital or distribute profits to us, or may otherwise adversely affect us.

SAFE has promulgated several regulations that require PRC residents and PRC corporate entities to register with and obtain approval from local branches of SAFE in connection with their direct or indirect offshore

investment activities. These regulations apply to our shareholders who are PRC residents and may apply to any offshore acquisitions that we make in the future.

Under these foreign exchange regulations, PRC residents who make, or have previously made, prior to the implementation of these foreign exchange regulations, direct or indirect investments in offshore companies will be required to register those investments. In addition, any PRC resident who is a direct or indirect shareholder of an offshore company is required to update the previously filed registration with the local branch of SAFE, with respect to that offshore company, to reflect any material change involving its round-trip investment, capital variation, such as an increase or decrease in capital, transfer or swap of shares, merger, division, long-term equity or debt investment or creation of any security interest. Moreover, the PRC subsidiaries of that offshore company are required to urge the PRC resident shareholders to update their registration with the local branch of SAFE when such updates are required under applicable foreign exchange regulations. If any PRC shareholder fails to make the required registration or update the previously filed registration, the PRC subsidiaries of that offshore parent company may be prohibited from distributing their profits and the proceeds from any reduction in capital, share transfer or liquidation to their offshore parent company, and the offshore parent company may also be prohibited from injecting additional capital into its PRC subsidiaries. Moreover, failure to comply with the various foreign exchange registration requirements described above could result in liability under PRC laws for evasion of applicable foreign exchange restrictions.

We cannot provide any assurances that all of our shareholders and beneficial owners who are PRC residents will make, obtain or update any applicable registrations or approvals required by these foreign exchange regulations. The failure or inability of our PRC resident shareholders to comply with the registration procedures set forth in these regulations may subject us to fines and legal sanctions, restrict our cross-border investment activities, or limit our PRC subsidiary's ability to distribute dividends to, or obtain foreign-exchange-dominated loans from, our company, or prevent us from being able to make distributions or pay dividends, as a result of which our business operations and our ability to distribute profits to you could be materially adversely affected.

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

Failure to comply with PRC regulations regarding the registration requirements for employee stock ownership plans or share option plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions.

In December 2006, the People's Bank of China promulgated a regulation setting forth the requirements for foreign exchange transactions by individuals (whether PRC or non-PRC citizens) under the current account and the capital account. In January 2007, SAFE issued implementing rules of this regulation, which, among other things, specified approval requirements for certain capital account transactions such as a PRC citizen's participation in the employee stock ownership plans or stock option plans of an overseas publicly-listed company. In March 2007, SAFE promulgated a regulation concerning the foreign exchange control with respect to stock option plans of overseas-listed companies, or the Stock Option Rules. Under this rule, PRC citizens who participate in employee stock ownership plan or stock option plan in an overseas publicly-listed company are required to register with SAFE and complete certain other procedures. For participants of an employee stock

ownership plan, an overseas custodian bank should be retained by the PRC agent, which could be the PRC subsidiary of such overseas publicly-listed company, to hold on trusteeship all overseas assets held by such participants under the employee share ownership plan. In the case of a stock option plan, a financial institution with stock brokerage qualification at the place where the overseas publicly-listed company is listed or a qualified institution designated by the overseas publicly-listed company is required to be retained by the PRC agent to handle matters in connection with exercise or sale of stock options for the stock option plan participants. For participants who had already participated in an employee stock ownership plan or stock option plan before the date of the Stock Option Rules, the Stock Option Rules require their PRC employers or PRC agents to complete the relevant formalities within three months of the date of the this rule. We and our PRC citizen employees who participate in employee stock ownership plan or stock option plan will be subject to these regulations when our company becomes an overseas publicly-listed company. If we or our PRC optionees fail to comply with these regulations, we or our PRC optionees may be subject to fines and other legal or administrative sanctions. See "Regulations — Regulations on Employee Stock Options Plan."

The discontinuation of any of the financial incentives currently available to us in the PRC could adversely affect our financial condition and results of operations.

During the three years ended December 31, 2009 and the six months ended June 30, 2010, our variable interest entity and certain of its subsidiaries were granted governmental financial subsidies. Government agencies may decide to reduce or eliminate subsidies at any time. We cannot assure you of the continued availability of the government incentives and subsidies currently enjoyed by some of our affiliated entities in China, including our variable interest entity, our PRC subsidiary and their subsidiaries. The discontinuation of these governmental incentives and subsidies could adversely affect our financial condition and results of operations.

The dividends we receive from our PRC subsidiary may be subject to PRC tax under the PRC Enterprise Income Tax Law, which would have a material adverse effect on our financial condition and results of operations.

Under the applicable PRC tax laws in effect before January 1, 2008, dividend payments to foreign investors made by foreign-invested enterprises in China were exempt from PRC withholding tax. Pursuant to the PRC Enterprise Income Tax Law, however, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in China to its foreign investors are subject to a 10% withholding tax, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. We are a Cayman Islands holding company and substantially all of our income may come from dividends we receive from our PRC subsidiary, Noah Rongyao. Since there is currently no such tax treaty between China and the Cayman Islands, dividends we receive from Noah Rongyao will generally be subject to a 10% withholding tax.

Furthermore, prior to January 1, 2008, dividends payable to non-PRC investors were exempted from withholding tax. The PRC Enterprise Income Tax Law and its implementation rules provide that PRC enterprise income tax at the rate of 10% will generally be applicable to dividends derived from sources within the PRC and received by non-PRC enterprise shareholders. Similarly, gains derived from the transfer of shares by such shareholders are also subject to PRC enterprise income tax if such gains are regarded as income derived from sources within the PRC. Since there remains uncertainty regarding the interpretation and implementation of the PRC Enterprise Income Tax Law and its implementation rules, it is uncertain whether, if we are regarded as a PRC resident enterprise, any dividends to be distributed by us to our non-PRC shareholders and ADS holders which are enterprises would be subject to any PRC withholding tax. If we are required under the PRC Enterprise Income Tax Law to withhold PRC income tax on our dividends payable to our non-PRC enterprise shareholders and ADS holders, your investment in our ordinary shares or ADSs may be materially and adversely affected.

The enforcement of the Labor Contract Law and other labor-related regulations in the PRC may adversely affect our business and our results of operations.

In June 2007, the National People's Congress of China enacted the Labor Contract Law, which became effective on January 1, 2008. Compared to the Labor Law, the Labor Contract Law establishes more restrictions and increases costs for employers to dismiss employees, including specific provisions related to fixed-term employment contracts, temporary employment, probation, consultation with the labor union and employee assembly, employment without a contract, dismissal of employees, compensation upon termination and overtime work, and collective bargaining. According to the Labor Contract Law, an employer is obliged to sign labor contract with unlimited term with an employee if the employer continues to hire the employee after the expiration of two consecutive fixed-term labor contracts subject to certain conditions or after the employee has worked for the employer for ten consecutive years. The employer also has to pay compensation to an employee if the employer terminates an unlimited-term labor contract. Such compensation is also required when the employer refuses to renew a labor contract that has expired, unless it is the employee who refuses to extend the expired contract. In addition, under the Regulations on Paid Annual Leave for Employees, which became effective in January 2008 and the Implementation Rules on Paid Annual Leave for Employees, which became effective in September 2008, employees who have served more than one year for an employer are entitled to a paid vacation ranging from 5 to 15 days, depending on their length of service. Employees who are deprived of such vacation time by employers shall be compensated with three times their regular salaries for each of such vacation days, unless it is the employees who waive such vacation days in writing. Since our success largely depends on our qualified employees, the implementation of the Labor Contract Law may significantly increase our operating expenses, in particular our personnel expenses. In the event that we decide to lay off a large number of employees or otherwise change our employment or labor practices, the Labor Contract Law may also limit our ability to effect these changes in a manner that we believe to be cost-effective or desirable, which could adversely affect our business and results of operations.

Risks Related to this Offering

There has been no public market for our ordinary shares or ADSs prior to this offering, and you may not be able to resell our ADSs at or above the price you paid, or at all.

Prior to this initial public offering, there has been no public market for our ordinary shares or ADSs. We have applied to list the ADSs on the NYSE. Our ordinary shares will not be listed on any exchange or quoted for trading on any over-the-counter trading system. If an active trading market for our ADSs does not develop after this offering, the market price and liquidity of our ADSs will be materially and adversely affected.

Negotiations with the underwriters will determine the initial public offering price for our ADSs which may bear no relationship to their market price after the initial public offering. We cannot assure you that an active trading market for our ADSs will develop or that the market price of our ADSs will not decline below the initial public offering price.

The market price for our ADSs may be volatile.

The market price for our ADSs is likely to be highly volatile and subject to wide fluctuations in response to factors including the following:

- regulatory developments in our target markets affecting us, our clients or our competitors;
- announcements of studies and reports relating to the quality of our products and services or those of our competitors;
- changes in the economic performance or market valuations of other companies that provide wealth management services;

- actual or anticipated fluctuations in our quarterly results of operations and changes or revisions of our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the wealth management services industry;
- announcements by us or our competitors of new services, acquisitions, strategic relationships, joint ventures or capital commitments;
- addition or departure of our senior management;
- fluctuations of exchange rates between the Renminbi and the U.S. dollar;
- release or expiry of lock-up or other transfer restrictions on our outstanding ordinary shares or ADSs; and
- sales or perceived potential sales of additional ordinary shares or ADSs.

In addition, the securities market has from time to time experienced significant price and volume fluctuations that are not related to the operating performance of particular companies. These market fluctuations may also have a material adverse effect on the market price of our ADSs.

Because our initial public offering price is substantially higher than our net tangible book value per share, you will experience immediate and substantial dilution.

If you purchase ADSs in this offering, you will pay more for your ADSs than the amount paid by our existing shareholders for their ordinary shares on a per ADS basis. As a result, you will experience immediate and substantial dilution of approximately $ per ADS, representing the difference between the assumed initial public offering price of $ per ADS, the midpoint of the estimated range of the initial public offering price, and our net tangible book value per ADS as of , after giving effect to the automatic conversion of our preferred shares, immediately upon the completion of this offering and net proceed, to us from this offering. In addition, you may experience further dilution to the extent that our ordinary shares are issued upon the exercise of share options.

We do not expect to pay dividends in the foreseeable future and you may have to rely on price appreciation of our ADSs for any return on your investment.

We currently intend to retain most, if not all, of our available funds and any future earnings to fund the development and growth of our business. As a result, we do not expect to pay any cash dividends in the foreseeable future. Therefore, you should not rely on an investment in our ADSs as a source of future dividend income.

Our board of directors has complete discretion as to whether to distribute dividends. Even if our board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on, among other things, our future results of operations and cash flow, our capital requirements and surplus, the amount of distributions, if any, received by us from our subsidiaries, our financial condition, contractual restrictions and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in our ADSs will likely depend entirely upon any future price appreciation of our ADSs. There is no guarantee that our ADSs will appreciate in value after this offering or even maintain the price at which you purchased the ADSs. You may not realize a return on your investment in our ADSs and you may even lose your entire investment in our ADSs.

Substantial future sales or perceived potential sales of our ADSs in the public market could cause the price of our ADSs to decline.

Sales of our ADSs or ordinary shares in the public market after this offering, or the perception that these sales could occur, could cause the market price of our ADSs to decline. Upon completion of this offering, we will

have ordinary shares outstanding including ordinary shares represented by ADSs. All ADSs sold in this offering will be freely transferable without restriction or additional registration under the U.S. Securities Act of 1933, as amended, or the Securities Act. The remaining ordinary shares outstanding after this offering will be available for sale, upon the expiration of the 180-day lock-up period beginning from the date of this prospectus, subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Any or all of these shares may be released prior to expiration of the lock-up period at the discretion of the representative. To the extent shares are released before the expiration of the lock-up period and sold into the market, the market price of our ADSs could decline.

Upon completion of this offering, certain holders of our ordinary shares will have the right to cause us to register under the Securities Act the sale of their shares, subject to the 180-day lock-up period in connection with this offering. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADS, in the public market could cause the price of our ADSs to decline.

You may not have the same voting rights as the holders of our ordinary shares and may not receive voting materials in time to be able to exercise your right to vote.

Except as described in this prospectus and in the deposit agreement, holders of our ADSs will not be able to exercise voting rights attaching to the shares represented by our ADSs on an individual basis. Holders of our ADSs will appoint the depositary or its nominee as their representative to exercise the voting rights attaching to the shares represented by the ADSs. You may not receive voting materials in time to instruct the depositary to vote, and it is possible that you, or persons who hold their ADSs through brokers, dealers or other third parties, will not have the opportunity to exercise a right to vote. For details of voting rights of our ordinary share holders, please refer to “Description of Share Capital — Ordinary Shares — Voting Rights” and for details of voting rights of our ADS holders, please refer to “Description of American Depositary Shares — Voting Rights.”

Your right to participate in any future rights offerings may be limited, which may cause dilution to your holdings and you may not receive cash dividends if it is impractical to make them available to you.

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

The depositary of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our ordinary shares or other deposited securities after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent. However, the depositary may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that it is not practicable to distribute certain property through the mail, or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may decide not to distribute such property to you.

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

Your ADSs are transferable on the books of the depositary. However, the depositary may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

You may face difficulties in protecting your interests, and your ability to protect your rights through the U.S. federal courts may be limited because we are incorporated under Cayman Islands law, we conduct substantially all of our operations in China and all of our directors and officers reside outside the United States.

We are incorporated in the Cayman Islands, and conduct substantially all of our operations in China through our PRC subsidiary and variable interest entity. All of our directors and officers reside outside the United States and a substantial portion of their assets are located outside of the United States. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the Cayman Islands or in China in the event that you believe that your rights have been infringed under the securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of China may render you unable to enforce a judgment against our assets or the assets of our directors and officers. There is no statutory recognition in the Cayman Islands of judgments obtained in the United States, although the courts of the Cayman Islands will generally recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits. For more information regarding the relevant laws of the Cayman Islands and China, see “Enforceability of Civil Liabilities.”

Our corporate affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and by the Companies Law (2010 Revision) and common law of the Cayman Islands. The rights of shareholders to take legal action against us and our directors, actions by minority shareholders and the fiduciary responsibilities of our directors are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which provides persuasive, but not binding, authority on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States and provides significantly less protection to investors. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in U.S. federal courts.

As a result, our public shareholders may have more difficulty in protecting their interests through actions against us, our management, our directors or our major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States.

You must rely on the judgment of our management as to the use of the net proceeds from this offering, and such use may not produce income or increase our ADS price.

We have not allocated a significant portion of the net proceeds of this offering to any particular purpose. Rather, our management will have considerable discretion in the application of the net proceeds received by us. You will not have the opportunity, as part of your investment decision, to assess whether proceeds are being used appropriately. You must rely on the judgment of our management regarding the application of the net proceeds of this offering. The net proceeds may be used for corporate purposes that do not improve our efforts to maintain profitability or increase our ADS price. The net proceeds from this offering may be placed in investments that do not produce income or that lose value.

Our memorandum and articles of association will contain anti-takeover provisions that could adversely affect the rights of holders of our ordinary shares and ADSs.

We will adopt amended and restated articles of association that will become effective immediately upon the closing of this offering. Our new memorandum and articles of association will contain certain provisions that could limit the ability of others to acquire control of our company, including a provision that grants to our board of directors the authority to establish and issue from time to time one or more series of preferred shares without action by our shareholders and to determine, with respect to any series of preferred shares, the terms and rights of that series. The provisions could have the effect of depriving our shareholders of the opportunity to sell their shares at a premium over the prevailing market price by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transactions.

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

Depending upon the value of our assets based on the market value of our ordinary shares and ADSs and the nature of our assets and income over time, we could be classified as a passive foreign investment company, or PFIC, for United States federal income tax purposes. Based on our current income and assets and projections as to the value of our ordinary shares and ADSs pursuant to this offering, we do not expect to be classified as a PFIC for the current taxable year. While we do not anticipate becoming a PFIC for the current taxable year, fluctuations in the market price of our ADSs or ordinary shares may cause us to become a PFIC for the current or any subsequent taxable year.

We will be classified as a PFIC for any taxable year if either (i) at least 75% of our gross income for the taxable year is passive income or (ii) at least 50% of the value of our assets (determined on the basis of a quarterly average) is attributable to assets that produce or are held for the production of passive income. Although the law in this regard is unclear, we treat Noah Investment as being owned by us for United States federal income tax purposes, not only because we control its management decisions but also because we are entitled to substantially all of the economic benefits associated with it, and, as a result, we consolidate Noah Investment's operating results in our consolidated, U.S. GAAP financial statements. If it were determined, however, that we are not the owner of Noah Investment for U.S. federal income tax purposes, we may be treated as a PFIC for our taxable year ending on December 31, 2010 and any subsequent taxable year. Because of the uncertainties in the application of the relevant rules and PFIC status is a factual determination made annually after the close of each taxable year on the basis of the composition of our income and the value of our active versus passive assets, there can be no assurance that we will not be a PFIC for the taxable year ending on December 31, 2010 or any future taxable year. The overall level of our passive assets will be affected by how, and how quickly, we spend our liquid assets and the cash raised in this offering. Under circumstances where we determine not to deploy significant amounts of cash for active purposes, our risk of becoming classified as a PFIC would substantially increase.

In connection with filing an annual report with the U.S. Securities and Exchange Commission, we expect to disclose to our shareholders whether or not we expect to be a PFIC for the relevant year.

If we were to be or become classified as a PFIC, a U.S. Holder (as defined in "Taxation — Material United States Federal Income Tax Considerations — General") may be subject to reporting requirements and may incur significantly increased United States income tax on gain recognized on the sale or other disposition of the ADSs or ordinary shares and on the receipt of distributions on the ADSs or ordinary shares to the extent such gain or distribution is treated as an "excess distribution" under the United States federal income tax rules. Further, if we were a PFIC for any year during which a U.S. Holder held our ADSs or ordinary shares, we would continue to be treated as a PFIC for all succeeding years during which such U.S. Holder held our ADSs or ordinary shares. You are urged to consult your tax advisor concerning the United States federal income tax consequences of acquiring, holding, and disposing of ADSs or ordinary shares if we are or become classified as a PFIC. For more

information see “Taxation — Material United States Federal Income Tax Considerations — PFIC Considerations.”

We will incur increased costs as a result of being a public company.

As a public company, we will incur significant accounting, legal and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC and the NYSE, have detailed requirements concerning corporate governance practices of public companies including Section 404 relating to internal controls over financial reporting. We expect these rules and regulations to increase our accounting, legal and financial compliance costs and to make certain corporate activities more time-consuming and costly. In addition, we will incur additional costs associated with our public company reporting requirements. We are currently evaluating and monitoring developments with respect to these new rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that reflect our current expectations and views of future events. The forward looking statements are contained principally in the sections entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” Known and unknown risks, uncertainties and other factors, including those listed under “Risk Factors,” may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

You can identify some of these forward-looking statements by words or phrases such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “is/are likely to,” “potential,” “continue” or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include statements relating to:

- our goals and strategies;
- our future business development, financial condition and results of operations;
- the expected growth of the wealth management market in China and internationally;
- our expectations regarding demand for and market acceptance of the products we distribute;
- our expectations regarding keeping and strengthening our relationships with key clients;
- relevant government policies and regulations relating to our industry;
- our ability to attract and retain quality employees;
- our ability to stay abreast of market trends and technological advances;
- our plans to invest in research and development to enhance our product choices and service offerings;
- competition in our industry in China and internationally;
- general economic and business conditions in China; and
- our ability to effectively protect our intellectual property rights and not infringe on the intellectual property rights of others.

These forward-looking statements involve various risks and uncertainties. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect. Our actual results could be materially different from our expectations. Important risks and factors that could cause our actual results to be materially different from our expectations are generally set forth in “Prospectus Summary — Our Challenges,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Business,” “Regulation” and other sections in this prospectus. You should read thoroughly this prospectus and the documents that we refer to with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements.

This prospectus contains statistical data that we obtained from various government and private publications. Statistical data in these publications also include projections based on a number of assumptions. The wealth management services industry in China may not grow at the rate projected by market data, or at all. The failure of this market to grow at the projected rate may have a material adverse effect on our business and the market price of our ADSs. In addition, the rapidly changing nature of the wealth management services industry results in significant uncertainties in any projections or estimates relating to the growth prospects or future condition of our market. Furthermore, if any one or more of the assumptions underlying the market data is later found to be incorrect, actual results may differ from the projections based on these assumptions. You should not place undue reliance on these forward-looking statements.

Unless otherwise indicated, information in this prospectus concerning economic conditions and our industry is primarily based on information from the Heading Report and publicly available third-party data, including data released by the National Bureau of Statistics of China, the Organization for Economic Cooperation and Development, Shanghai Stock Exchange and Shenzhen Stock Exchange. This prospectus also contains our estimates of our industry and our business. Except where otherwise noted, our estimates are derived from third-party data, as well as data from our internal research, and are based on such data and our knowledge of our industry, which we believe to be reasonable. The market data includes projections that are based on a number of assumptions which are inherently uncertain.

The forward-looking statements made in this prospectus relate only to events or information as of the date on which the statements are made in this prospectus. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this prospectus and the documents that we refer to in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of approximately $ million, or approximately $ million if the underwriters exercise their option to purchase additional ADSs in full, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us. These estimates are based upon an assumed initial public offering price of $ per ADS (the mid-point of the range shown on the front cover page of this prospectus). A $1.00 increase (decrease) in the assumed initial public offering price of $ per ADS would increase (decrease) the net proceeds to us from this offering by $ million, assuming the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us.

The primary purposes of this offering are to create a public market for our shares for the benefit of all shareholders, retain talented employees by providing them with equity incentives, and obtain additional capital. We plan to use the net proceeds of this offering as follows:

- $ million to set up new branch offices and expand our coverage network, including hiring additional relationship managers, to carry out our geographic expansion strategy to target cities in high growth and relatively more affluent regions (although we have not yet identified specific cities or locations to set up new branch offices);
- $ million to update our IT infrastructure;
- $ million for our capital contribution to funds of funds formed by us; and
- the remaining amount for general corporate purposes, including funding potential acquisitions of complementary business, although we are not currently negotiating any such transactions.

The foregoing represents our current intentions based upon our present plans and business conditions to use and allocate the net proceeds of this offering. Our management, however, will have significant flexibility and discretion to apply the net proceeds of this offering. If an unforeseen event occurs or business conditions change, we may use the proceeds of this offering differently than as described in this prospectus.

Pending any use, as described above, we plan to invest the net proceeds in short-term, interest-bearing, debt instruments or demand deposits.

In using the proceeds of this offering, as an offshore holding company, we are permitted, under PRC laws and regulations, to provide funding to our PRC subsidiaries only through loans or capital contributions and to other entities only through loans. Subject to satisfaction of applicable government registration and approval requirements, we may extend inter-company loans to our PRC subsidiary or make additional capital contributions to our PRC subsidiary to fund its capital expenditures or working capital. We cannot assure you that we will be able to obtain these government registrations or approvals on a timely basis, if at all. See “Risk Factors — Risks Related to Our Corporate Structure — PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of conversion of foreign currencies into Renminbi may delay or prevent us from using the proceeds of this offering to make loans to our PRC subsidiary and variable interest entity or to make additional capital contributions to our PRC subsidiary, which could materially and adversely affect our liquidity and our ability to fund and expand our business.”

DIVIDEND POLICY

We paid cash dividends of US$0.6 million in 2007. We do not have any present plan to pay any cash dividends on our ordinary shares in the foreseeable future. We currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

Our board of directors has complete discretion as to whether to distribute dividends, subject to the approval of our shareholders. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. If we pay any dividends, we will pay our ADS holders to the same extent as holders of our ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See “Description of American Depositary Shares.” Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2010:

- on an actual basis;
- on a pro forma basis to reflect the automatic conversion of all of our outstanding preferred shares into 5,900,000 ordinary shares at a 1:2 conversion ratio immediately upon the closing of this offering; and
- on a pro forma as adjusted basis to reflect the automatic conversion of all of our outstanding preferred shares into 5,900,000 ordinary shares at a 1:2 conversion ratio immediately upon the closing of this offering, and the sale of ordinary shares in the form of ADSs by us in this offering at an assumed initial public offering price of $ per ADS, the mid-point of the range shown on the front cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

You should read this table together with our consolidated financial statements and the related notes included elsewhere in this prospectus and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	As of June 30, 2010		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in US$, except share and per share data)		
Mezzanine equity:			
Series A convertible redeemable preferred shares ($0.001 par value): 2,950,000 shares authorized, 2,950,000 shares issued and outstanding	4,478,190	—	
Equity:			
Ordinary shares ($0.0005 par value): 94,100,000 shares authorized, 17,100,000 shares issued and outstanding	8,550	11,500	
Additional paid in capital	5,794,601	10,269,841	
Retained earnings	7,031,403	7,031,403	
Accumulated other comprehensive income	483,598	483,598	
Total equity	13,318,152	17,796,342	
Total capitalization	17,796,342	17,796,342	

A US$1.00 increase (decrease) in the assumed initial public offering price of US$ would increase (decrease) each of additional paid-in capital, total equity and total capitalization by US$.

DILUTION

If you invest in our ADSs, your interest will be diluted to the extent of the difference between the initial public offering price per ADS and our net tangible book value per ADS after this offering. Dilution results from the conversion of our preferred shares and the fact that the initial public offering price per ordinary share is substantially in excess of the book value per ordinary share attributable to the existing shareholders for our presently outstanding ordinary shares.

Our net tangible book value as of June 30, 2010 was approximately $13.3 million, or $0.78 per ordinary share as of that date, and $ per ADS. Net tangible book value represents the amount of our total consolidated tangible assets, less the amount of our total consolidated liabilities and series A convertible redeemable preferred shares. Dilution is determined by subtracting net tangible book value per ordinary share, after giving effect to the conversion of all outstanding preferred shares into ordinary shares upon the completion of this offering and the additional proceeds we will receive from this offering, from the assumed initial public offering price per ordinary share, which is the midpoint of the estimated initial public offering price range set forth on the cover page of this prospectus adjusted to reflect the ADS-to-ordinary share ratio, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Without taking into account any other changes in net tangible book value after June 30, 2010, other than to give effect to the conversion of all outstanding preferred shares into ordinary shares upon the completion of this offering and our sale of the ADSs offered in this offering at the assumed initial public offering price of $ per ADS, the mid-point of the range shown on the front cover page of this prospectus, after deduction of the underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of June 30, 2010 would have been $ million, or $ per outstanding ordinary share and $ per ADS. This represents an immediate increase in net tangible book value of $ or % per ordinary share and $ or % per ADS to the existing shareholders and an immediate dilution in net tangible book value of $ or % per ordinary share and $ or % per ADS to investors purchasing ADSs in this offering. The following table illustrates such dilution:

	Ordinary Share	ADS
Assumed initial public offering price	$	$
Net tangible book value per share as of June 30, 2010	$	$
Pro forma net tangible book value per share after giving effect to the conversion of our series A convertible redeemable preferred shares	$	$
Pro forma as adjusted net tangible book value per share after giving effect to the conversion of our preferred shares and this offering	$	$
Increase in pro forma as adjusted net tangible book value	$	$
Amount of dilution in pro forma as adjusted net tangible book value per share to new investors in the offering	$	$

The amount of dilution in net tangible book value to new investors in this offering set forth above is calculated by deducting the pro forma as adjusted net tangible book value after giving effect to (i) the automatic conversion of our series A preferred shares and (ii) this offering at the assumed initial public offering price.

The following table summarizes, on a pro forma as adjusted basis as of June 30, 2010, the differences between existing shareholders, including holders of our preferred shares that will be automatically converted into ordinary shares immediately upon the completion of this offering, and the new investors with respect to the number of ordinary shares (in the form of ADSs or shares) purchased from us, the total consideration paid and the average price per ordinary share/ADS paid before deducting the underwriting discounts and commissions and estimated offering expenses. The total number of ordinary shares does not include ordinary shares underlying the ADSs issuable upon the exercise of the over allotment option granted to the underwriters.

	Ordinary Shares Purchased		Total Consideration		Average Price Per Ordinary Share	Average Price Per ADS
	Number	Percent	Amount	Percent		
	(US$ in thousands, except number of shares and percentages)					
Existing shareholders		%	$	%	$	$
New investors		%	$	%	$	$
Total		100.0%	$	100.0%	$	$

A $1.00 increase (decrease) in the assumed public offering price of $ per ADS would increase (decrease) our pro forma net tangible book value by $ million, the pro forma as adjusted net tangible book value per ordinary share and per ADS after giving effect to the automatic conversion of our preferred shares and this offering by $ per ordinary share and $ per ADS and the dilution in pro forma as adjusted net tangible book value per ordinary share and per ADS to new investors in this offering by $ per ordinary share and $ per ADS, assuming no charge to the number of ADSs offered by us as set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and other offering expenses.

The pro forma as adjusted information discussed above is illustrative only. Our net tangible book value following the completion of this offering is subject to adjustment based on the actual initial public offering price of our ADSs and other terms of this offering determined at pricing.

The discussion and tables above assume no exercise of any outstanding share options. As of the date of this prospectus, there were 1,064,400 ordinary shares issuable upon exercise of outstanding share options at a weighted average exercise price of $8.02 per share, and there were 2,952,600 ordinary shares available for future issuance upon the exercise of future grants under our share inventive plans. To the extent that any of these options are exercised, there will be further dilution to new investors.

As of the date of this prospectus, there were 180,000 ordinary shares issuable upon exercise of outstanding share options granted to our directors and executive officers at a weighted average exercise price of $5.78 per ordinary share. Assuming full exercise of such outstanding share options, the pro forma as adjusted net tangible book value per share would have been $ per ordinary share, or $ per ADS.

The following table summarizes, on a pro forma as adjusted basis as of June 30, 2010, the differences between existing shareholders, including holders of our preferred shares that will be automatically converted into ordinary shares immediately upon the completion of this offering and our directors and executive officers assuming full exercise of all outstanding options granted to them, and the new investors with respect to the number of ordinary shares (in the form of ADSs or shares) purchased from us, the total consideration paid and the average price per ordinary share/ADS paid before deducting the underwriting discounts and commissions and estimated offering expenses. The total number of ordinary shares does not include ordinary shares underlying the ADSs issuable upon the exercise of the over allotment option granted to the underwriters.

	Ordinary Shares Purchased		Total Consideration		Average Price Per Ordinary Share	Average Price Per ADS
	Number	Percent	Amount	Percent		
	(US$ in thousands, except number of shares and percentages)					
Existing shareholders		%	$	%	$	$
New investors		%	$	%	$	$
Total		100.0%	$	100.0%	$	$

ENFORCEABILITY OF CIVIL LIABILITIES

We were incorporated in the Cayman Islands in order to enjoy certain benefits, such as political and economic stability, an effective judicial system, a favorable tax system, the absence of exchange control or currency restrictions, and the availability of professional and support services. However, certain disadvantages accompany incorporation in the Cayman Islands. These disadvantages include a less developed body of Cayman Islands securities laws that provide significantly less protection to investors as compared to the laws of the United States, and the potential lack of standing by Cayman Islands companies to sue before the federal courts of the United States.

Our organizational documents do not contain provisions requiring that disputes, including those arising under the securities laws of the United States, between us, our officers, directors and shareholders, be arbitrated.

Substantially all of our operations are conducted in China, and substantially all of our assets are located in China. A majority of our officers are nationals or residents of jurisdictions other than the United States and a substantial portion of their assets are located outside the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon these persons, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States. We have appointed , as our agent upon whom process may be served in any action brought against us under the securities laws of the United States.

Maples and Calder, our counsel as to Cayman Islands law, and Zhong Lun Law Firm, our counsel as to PRC law, have advised us, respectively, that there is uncertainty as to whether the courts of the Cayman Islands and China, respectively, would:

- recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or
- entertain original actions brought in each respective jurisdiction against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

Maples and Calder has further advised us that a final and conclusive judgment in the federal or state courts of the United States under which a sum of money is payable, other than a sum payable in respect of taxes, fines, penalties or similar charges, and which was neither obtained in a manner nor is of a kind enforcement of which is contrary to natural justice or the public policy of the Cayman Islands, may be subject to enforcement proceedings as a debt in the courts of the Cayman Islands under the common law doctrine of obligation without any re-examination of the merits of the underlying dispute. However, the Cayman Islands courts are unlikely to enforce a punitive judgment of a United States court predicated upon the liabilities provision of the federal securities laws in the United States without retrial on the merits if such judgment gives rise to obligations to make payments that may be regarded as fines, penalties or similar charges.

Zhong Lun Law Firm has further advised us that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other form of reciprocity with the United States that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States.

In addition, although U.S. shareholders may be able to originate actions against us in China in accordance with PRC law, it will be difficult for U.S. shareholders to do so, because we are incorporated under the laws of the Cayman Islands and it is difficult for U.S. shareholders, by virtue only of holding our ADSs or ordinary shares, to establish a connection to the PRC for a PRC court to have subject matter jurisdiction as required by the PRC Civil Procedures Law. U.S. shareholders may be able to originate actions against us in the Cayman Islands based upon Cayman Islands law. However, we do not have any substantial assets other than certain corporate documents and records in the Cayman Islands and it may be difficult for a shareholder to enforce a judgment obtained in a Cayman Islands court in China, where substantially all of our operations are conducted.

CORPORATE HISTORY AND STRUCTURE

We are a Cayman Islands company with subsidiaries and affiliate entity in China.

In August 2005, our founders started our business through the incorporation of Shanghai Noah Investment Management Co., Ltd., or Noah Investment, a domestic company in China. Since its inception, our founders focused the business of Noah Investment primarily on the distribution of OTC wealth management products to high net worth individuals in China. In September 2007, Noah Investment acquired the 100% equity interest of a company named Shanghai Hongliu Advertisement Co., Ltd., and renamed it Shanghai Noah Investment Consulting Co., Ltd., or Noah Consulting. In September 2008, Noah Investment incorporated a subsidiary named Shanghai Noah Rongyao Insurance Brokerage Co., Ltd., or Noah Insurance. Noah Insurance is in charge of our distribution of insurance products.

We incorporated our holding company, Noah Holdings Limited, in the Cayman Islands in June 2007 to facilitate our overseas financing efforts. In August 2007, Noah Holdings Limited incorporated Shanghai Noah Rongyao Investment Consulting Co., Ltd., or Noah Rongyao, our wholly owned subsidiary in China.

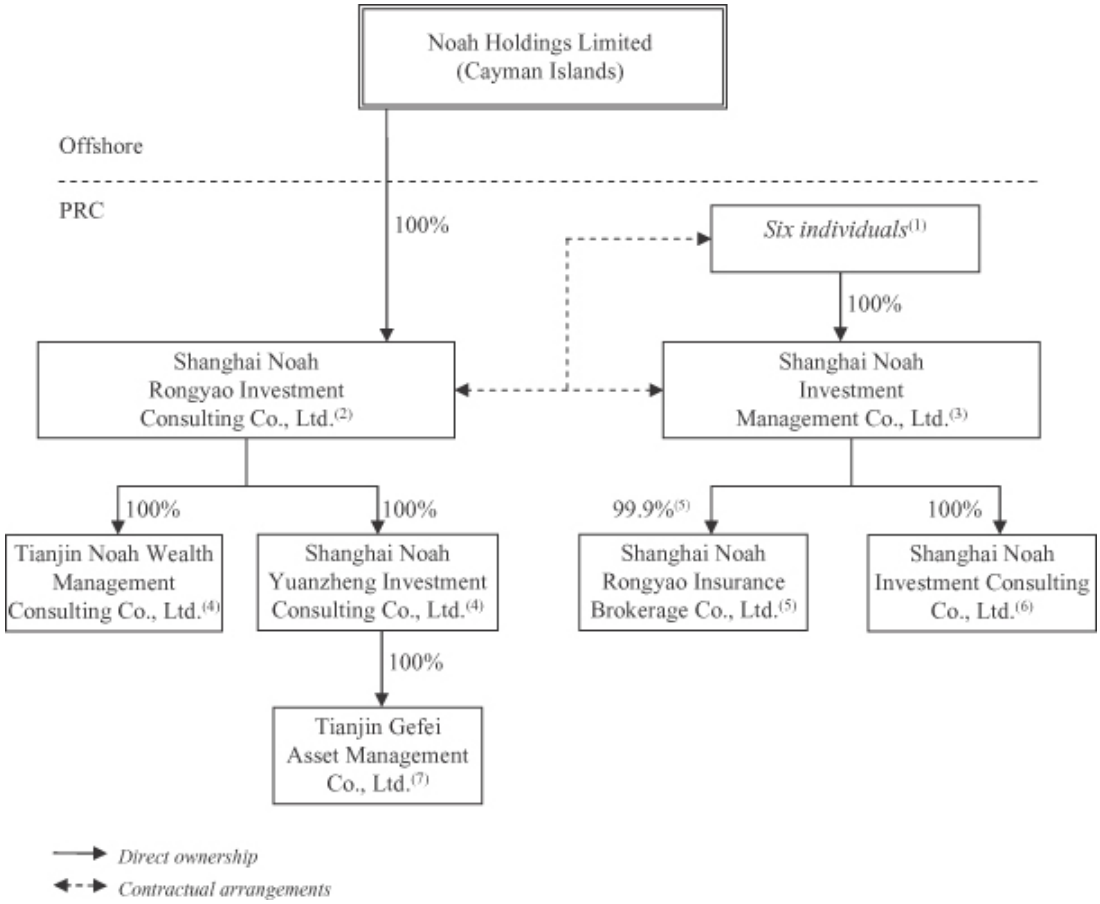
Noah Rongyao incorporated Shanghai Noah Yuanzheng Investment Consulting Co., Ltd., or Noah Yuanzheng, in April 2008 and Tianjin Noah Wealth Management Consulting Co., Ltd., or Tianjin Noah, in December 2008. Both Noah Yuanzheng and Tianjin Noah are primarily engaged in wealth management service business. Noah Yuanzheng incorporated Tianjin Gefei Asset Management Co., Ltd., or Tianjin Gefei, in March 2010. Tianjin Gefei is primarily engaged in investment and asset management business.

As foreign-invested companies engaged in insurance brokerage business are subject to stringent requirements compared with Chinese domestic enterprises under current PRC laws and regulations, our PRC subsidiary Noah Rongyao and its subsidiaries, which are foreign-invested companies, do not meet all the requirements and therefore none of them is permitted to engage in the insurance brokerage business. We conduct our insurance brokerage business in China through Noah Investment and its subsidiaries, which are PRC domestic companies owned by our founders. Since we do not have equity interests in Noah Investment, in order to exercise effective control over its operations, in September 2007, Noah Rongyao entered into certain contractual arrangements with Noah Investment and its shareholders.

Pursuant to the contractual arrangements among Noah Rongyao, Noah Investment and its shareholders described below, we exercise effective control over the operations of Noah Investment and are entitled to receive effectively all economic benefits generated from its shareholders' equity interests in it. We define "economic benefits" as the net income of and residual interests in Noah Investment and its subsidiaries. Through the exclusive support service agreement between Noah Investment and Noah Rongyao, Noah Rongyao has agreed to provide certain technical and operational consulting services and to license its intellectual property rights to Noah Investment in exchange for service fees. Pursuant to this agreement, the fees for the consulting services are determined by both parties based on actual services provided, after deducting costs and licensing fees. The licensing fees for the intellectual property are determined by both parties based on actual services provided on a quarterly basis. Through this agreement, we are entitled to fees that are equivalent to all of Noah Investment's revenues for a given period. In addition, pursuant to the exclusive option agreement, Noah Investment is prohibited from declaring and paying any dividends without Noah Rongyao's prior consent and Noah Rongyao enjoys an irrevocable and exclusive option to purchase Noah Investment shareholders' equity interests when and to the extent permitted by PRC law at a price determined by Noah Rongyao at its sole discretion, as long as such price is higher than the minimum amount required by PRC law. Through this arrangement, we can obtain all residual interests, such as undistributed earnings, of Noah Investment either through dividend distribution or purchase of Noah Investment's equity interests from its existing shareholders. As a result of these contractual arrangements, under U.S. GAAP, we are considered the primary beneficiary of Noah Investment and thus consolidate its results in our consolidated financial statements. Under PRC law, each of Noah Rongyao and Noah Investment is an independent legal entity and neither of them is exposed to liabilities incurred by the other. See "Risk Factors — Risks Related to Our Corporate Structure — Contractual arrangements we have entered into among our PRC subsidiary, our variable interest entity and its shareholders may be subject to scrutiny by the PRC tax authorities and they may determine that we or our PRC variable interest entity and its subsidiaries owe

additional taxes, which could substantially reduce our consolidated net income and the value of your investment."

The following diagram illustrates our current corporate structure:



(1) The six shareholders of Noah Investment are our directors, Ms. Jingbo Wang, Mr. Zhe Yin, Mr. Boquan He, Ms. Qianghua Yan, and two employees.

(2) We currently conduct our business operations of distributing of OTC wealth management products and fund of funds business through this entity and its three subsidiaries.

(3) We currently conduct our insurance brokerage business and a small portion of our other wealth management services through this entity and its two subsidiaries.

(4) These entities engage in the distribution of OTC wealth management products.

(5) The remaining 0.1% equity interest of Noah Insurance is held by Mr. Zhe Yin, on behalf of Noah Investment. This entity engages in the insurance brokerage business.

(6) This entity is currently inactive. We may use this entity to conduct a portion of our future fund of funds business if any future PRC law imposes license requirements for any part of that business.

(7) This entity engages in the operation and management of our fund of funds business.

Loan Agreement. In October 2007, each shareholder of Noah Investment entered into a loan agreement with Noah Rongyao. The principal amounts of the loans to these shareholders were RMB27.0 million (US$4.0 million) in aggregate. The loans were solely for their respective investment in the equity interests in Noah Investment. These loans were subsequently restructured in June 2009 through loans funded by Noah Rongyao

and then granted to such shareholders by an intermediary bank. Back-to-back arrangements were entered into between the bank and Noah Rongyao such that all the banks' risks associated with the loans were borne by Noah Rongyao. Each of these bank loans has the same principal amount as the initial loan provided by Noah Rongyao, having a term of three years and bearing no interest.

Exclusive Option Agreement. The shareholders of Noah Investment have entered into an exclusive option agreement with Noah Rongyao in September 2007, under which the shareholders granted Noah Rongyao or its third-party designee an irrevocable and exclusive option to purchase their equity interests in Noah Investment when and to the extent permitted by PRC law. The purchase price shall be the higher of the minimum amount required by PRC law or an amount determined by Noah Rongyao. Noah Rongyao may exercise such option at any time and from time to time until it has acquired all equity interests of Noah Investment. The term of this exclusive option agreement is ten years and will automatically extend for another ten years upon expiry if no party objects. During the term of this agreement, the shareholders of Noah Investment are prohibited from transferring their equity interests to any third party, and Noah Investment is prohibited from declaring and paying any dividend without Noah Rongyao's prior consent.

Exclusive Support Service Agreement. Under the exclusive support service agreement entered into between Noah Investment and Noah Rongyao in September 2007, Noah Investment engages Noah Rongyao as its exclusive technical and operational consultant and under which Noah Rongyao agrees to assist in arranging financing necessary to conduct Noah Investment's operational activities. Noah Rongyao will provide certain support services to Noah Investment, including client management, technical and operational support and other services, for which Noah Investment shall pay to Noah Rongyao service fees determined based on actual services provided. Noah Rongyao is also obligated to grant Noah Investment licenses to use certain intellectual property rights, for which Noah Investment shall pay license fees at the rates set by Noah Rongyao. This agreement has a term of ten years, which will automatically extend for another ten years upon expiry if neither party objects.

Share Pledge Agreement. All shareholders of Noah Investment have entered into a share pledge agreement with Noah Rongyao in September 2007, under which the shareholders pledged all of their equity interests in Noah Investment to Noah Rongyao as collateral to secure their obligations under the exclusive option agreement and Noah Investment's obligations under the exclusive support service agreement. If Noah Investment or its shareholders violates any of their respective obligations under the exclusive support service agreement or the exclusive option agreement, Noah Rongyao, as the pledgee, will be entitled to certain rights, including the right to sell the pledged share interests. The term of the share pledge is same as that of the exclusive option agreement.

Powers of Attorney. Each shareholder of Noah Investment has executed a power of attorney to grant Noah Rongyao or its designee the power of attorney to act on his or her behalf on all matters pertaining to Noah Investment and to exercise all of his or her rights as a shareholder of Noah Investment, including the right to attend shareholders meeting, appoint board members and senior management members, other voting rights and the right to transfer all or a part of his or her equity interest in Noah Investment.

SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated financial information for the periods and as of the dates indicated should be read in conjunction with our consolidated financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

Our selected consolidated financial data presented below for the years ended December 31, 2007, 2008 and 2009 and our balance sheet data as of December 31, 2007, 2008 and 2009 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our audited consolidated financial statements are prepared in accordance with U.S. GAAP.

Our selected consolidated statements of operations data for the six months ended June 30, 2009 and 2010 and the selected consolidated balance sheet data as of June 30, 2010 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus. We have prepared the unaudited condensed financial information on the same basis as our audited consolidated financial statements.

We have not included financial information for the years ended December 31, 2005 and 2006, as such information is not available on a basis that is consistent with the consolidated financial information for the years ended December 31, 2007, 2008 and 2009, and cannot be provided on a U.S. GAAP basis without unreasonable effort or expense.

	Years Ended December 31			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(US$, except share and per share data and per ADS)				
Revenues:					
Third-party revenues	3,387,156	7,825,544	14,257,047	5,550,526	12,629,495
Related party revenues	—	1,044,947	1,145,535	580,194	1,868,203
Total revenues	3,387,156	8,870,491	15,402,582	6,130,720	14,497,698
Less: business taxes and related surcharges	(177,607)	(492,715)	(838,350)	(321,021)	(839,713)
Net revenues	3,209,549	8,377,776	14,564,232	5,809,699	13,657,985
Operating cost and expenses:					
Cost of revenues	(254,283)	(1,229,223)	(2,508,861)	(974,507)	(2,176,494)
Selling expenses	(169,405)	(2,485,589)	(3,168,051)	(967,790)	(2,550,719)
General and administrative expenses	(2,000,565)	(3,202,670)	(4,435,557)	(2,067,478)	(3,780,210)
Other operating income	69,506	121,665	230,547	120,181	112,473
Total operating cost and expenses	(2,354,747)	(6,795,817)	(9,881,922)	(3,889,594)	(8,394,950)
Income from operations	854,802	1,581,959	4,682,310	1,920,105	5,263,035
Other income (expenses):					
Interest income	5,419	45,157	57,622	20,397	44,095
Other expense	—	(71,379)	(15,088)	(9,601)	(24,382)
Investment income	267,087	41,192	358,824	13,619	158,800
Loss on change in fair value of derivative liabilities	(206,500)	(1,357,000)	(796,500)	(619,500)	354,000
Total other income (expenses)	66,006	(1,342,030)	(395,142)	(595,085)	532,513
Income before taxes	920,808	239,929	4,287,168	1,325,020	5,795,548
Income tax expense	(574,765)	(642,007)	(638,755)	(430,271)	(1,643,998)

	Years Ended December 31			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(US$, except share and per share data)				
Loss from equity in affiliates	—	—	—	—	(7,316)
Net income (loss) attributable to Noah Shareholders	346,043	(402,078)	3,648,413	894,749	4,144,234
Deemed dividend on Series A convertible redeemable preferred shares	(211,075)	(198,179)	(208,088)	(104,044)	(108,348)
Net income (loss) attributable to ordinary shareholders	134,968	(600,257)	3,440,325	790,705	4,035,886
Net income (loss) per share:					
Basic	0.02	(0.08)	0.20	0.05	0.21
Diluted	0.01	(0.08)	0.13	0.03	0.16
Net income (loss) per ADS:(1)					
Basic					
Diluted					
Weighted average number of shares used in computation:					
Basic	6,900,000	7,285,451	11,121,164	10,440,124	13,140,124
Diluted	8,146,770	7,285,451	16,835,379	16,731,220	17,074,405
Pro forma net income per share — unaudited(2)					
Basic			0.26		0.20
Diluted			0.20		0.16
Weighted average number of shares used in computation — unaudited:					
Basic			17,021,164		19,040,124
Diluted			22,735,379		22,974,405
Dividends declared per share(3)	0.09	—	—		

(1) Each ADS represents shares.

(2) Pro forma basic and diluted earnings per share is computed by dividing income attributable to holders of ordinary shares, excluding the impact of deemed dividends on convertible redeemable preferred shares and loss on change in fair value of derivative liabilities, by the weighted average number of ordinary shares outstanding for the year plus the number of ordinary shares resulting from the assumed conversion of the outstanding convertible redeemable preferred shares upon consummation of this offering at the conversion ratio of 1:2.

(3) Calculated based on the number of ordinary shares of our company after a one to two share split in January 2008, which has been retrospectively reflected for all periods presented.

	As of December 31,			As of June 30,	
	2007	2008	2009	2010	2010
			(US$)		pro forma(1)
Consolidated Balance Sheet Data					
Cash and cash equivalents	5,682,728	7,731,424	12,115,771	17,052,110	17,052,110
Total assets	6,358,900	9,037,320	16,255,488	23,759,786	23,759,786
Total current liabilities	1,062,362	2,717,356	5,187,929	4,733,476	4,733,476
Total liabilities	1,842,785	3,767,318	6,411,179	5,963,444	5,963,444
Series A convertible redeemable preferred shares	3,963,575	4,161,754	4,369,842	4,478,190	—
Total equity	552,540	1,108,248	5,474,467	13,318,152	17,796,342

Note:

(1) The pro forma balance sheet information as of June 30, 2010 assumes the conversion upon completion of this offering of all preferred shares outstanding as of June 30, 2010 into ordinary shares.

Discussion of Non-GAAP Financial Measures

Adjusted net income attributable to Noah shareholders is a non-GAAP financial measure that excludes the income statement effects of all forms of share-based compensation and loss on change in fair value of derivative liabilities.

The non-GAAP financial measure disclosed by us should not be considered a substitute for financial measures prepared in accordance with US GAAP. The financial results reported in accordance with US GAAP and reconciliation of GAAP to non-GAAP results should be carefully evaluated. The non-GAAP financial measure used by us may be prepared differently from and, therefore, may not be comparable to similarly titled measures used by other companies.

When evaluating our operating performance in the periods presented, management reviewed non-GAAP net income results reflecting adjustments to exclude the impacts of share-based compensation and change in fair value of derivative liabilities to supplement U.S. GAAP financial data. As such, we believe that the presentation of the non-GAAP adjusted net income attributable to Noah shareholders provides important supplemental information to investors regarding financial and business trends relating to our results of operations in a manner consistent with that used by management. Pursuant to U.S. GAAP, we recognized significant amounts of expenses for the restricted shares and of loss (gain) on change in fair value of derivative liabilities in the periods presented. As we removed the restrictions on such shares and revised the relevant provisions of our series A preferred shares that trigger the accounting treatment of derivative liabilities in June 2010, we do not expect to incur similar expenses in the future. To make our financial results comparable period by period, we utilize the non-GAAP adjusted net income to better understand our historical business operations.

Reconciliation of GAAP to Non-GAAP Results
(unaudited)

	Years Ended December 31,			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
			(US$)		
Net income (loss) attributable to Noah shareholders	346,043	(402,078)	3,648,413	894,749	4,144,234
Adjustment for share-based compensation related to:					
Repurchase of shares	152,500	—	—	—	—
Share options	—	9,466	133,612	55,988	251,711
Restricted shares	255,280	783,000	783,000	391,500	1,310,721
Adjustment for loss (gain) on change in fair value of derivative liabilities	206,500	1,357,000	796,500	619,500	(354,000)
Adjusted net income attributable to Noah shareholders (non-GAAP)*	960,323	1,747,388	5,361,525	1,961,737	5,352,666

* The non-GAAP adjustments do not take into consideration the impact of taxes on such adjustments.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the section entitled "Selected Consolidated Financial Data" and our consolidated financial statements and the related notes included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" and elsewhere in this prospectus.

Overview

We are the leading service provider focusing on distributing wealth management products to the high net worth population in China. We distribute OTC wealth management products that are originated in China, including primarily fixed income products, private equity funds and securities investment funds. With over 300 relationship managers in our 28 branch offices, our coverage network encompasses China's most economically developed regions where high net worth population is concentrated, including the Yangtze River Delta, the Pearl River Delta and the Bohai Rim. Since our inception in 2005, we have distributed over RMB15.5 billion (US$2.3 billion) worth of wealth management products in aggregate. The number of our registered clients, which include (i) registered individual clients, (ii) registered enterprise clients and (iii) wholesale clients which have entered into cooperation agreements with us, has grown to 12,353 as of June 30, 2010.

We generate revenues primarily from (i) one-time commissions paid by third-party product providers or, for most fixed income products, by the underlying corporate borrowers, based on the value of the wealth management products purchased by our clients, and (ii) recurring service fees paid by third-party providers of certain types of products, based on the value of such products purchased by our clients or the net asset value of the portfolio underlying the products purchased by our clients.

We have experienced substantial growth in recent years. For the past three years, our net revenues increased from US$3.2 million in 2007 to US$8.4 million in 2008, and to US$14.6 million in 2009, representing a CAGR of 113.6%. For the six months ended June 30, 2010, our net revenues amounted to US$13.7 million, as compared to US$5.8 million for the six months ended June 30, 2009. We recorded a net income of US$0.3 million in 2007, a net loss of US$0.4 million in 2008, a net income of US$3.6 million in 2009 and a net income of US$4.1 million for the six months ended June 30, 2010. The net income amounts have included the impact of non-cash charges relating to change in fair value of derivative liabilities associated with the conversion and liquidation features of our series A preferred shares and share-based compensation in an aggregate amount of US$0.5 million, US$2.1 million, US$1.7 million and US$1.2 million in 2007, 2008 and 2009 and the six months ended June 30, 2010, respectively.

Factors Affecting Our Results of Operations

We have benefited significantly from the overall economic growth, the growing high net worth population and the increasing demand for sophisticated and personalized wealth management solutions in China, which we anticipate will continue to increase as the overall economy and the high net worth population continue to grow in China. However, any adverse changes in the economic conditions or regulatory environment in China may have a material adverse effect on China's wealth management services industry, which in turn may harm our business and results of operations.

Our financial condition and results of operations are more directly affected by company-specific factors, primarily including the following:

- number of clients;

- average transaction value per client;
- product mix; and
- operating costs and expenses.

Number of Clients

Our revenue growth has been driven primarily by the increasing number of clients. We have three types of clients: (i) high net worth individuals, (ii) enterprises affiliated with high net worth individuals, and (iii) wholesale clients, primarily local commercial banks and branches of national commercial banks which distribute wealth management products to their own clients. Our core business is distribution of wealth management products to high net worth individuals, which contributed to 81.2% and 79.0% of our revenues in 2009 and the six months ended June 30, 2010, respectively. Therefore, the number of our high net worth individual clients is a key factor affecting our results of operations. In addition, an increasing number of high net worth individual clients may also result in a growing number of enterprise clients, as many high net worth individuals in China own or control small and medium enterprises.

We refer to the high net worth individuals and enterprises registered with us and the wholesale clients that have entered into cooperation agreements with us as our "registered clients" and those registered clients who purchase wealth management products distributed by us during any given period as "active clients" for that period. Despite the global financial crisis starting in 2008, the cumulative number of our registered clients increased from 3,089 as of December 31, 2007 to 6,606 as of December 31, 2008, and to 9,641 as of December 31, 2009 and further to 12,353 as of June 30, 2010, while the number of our active clients increased from 926 as of December 31, 2007 to 1,065 as of December 31, 2008, and to 1,235 as of December 31, 2009. For the six months ended June 30, 2010, the number of active clients was 779, as compared to 615 for the six months ended June 30, 2009. Although we generate no revenue from those registered clients who currently do not purchase products we distribute, with an increasing number of registered clients, we have the opportunity to provide wealth management services and recommend products to a greater number of high net worth individuals, enterprises and wholesale channels and accordingly may convert more registered clients into active clients. An increase in the number of active clients has contributed significantly to the growth of the total value of the products distributed by us. We expect that the number of active clients will continue to be a key factor affecting our revenue growth.

The number of new clients we may develop is affected by the breadth of our coverage network. As we expand our coverage network, we will increase our capacity and capability to cultivate and serve new clients, which may result in an increase in the number of new registered and active clients.

Average Transaction Value per Client

Average transaction value per client directly affects the total value of wealth management products we distribute, which in turn affects the amount of one-time commissions and recurring service fees we earn. Average transaction value per client refers to the average value of wealth management products distributed by us that are purchased by our active clients during a given period. Our average transaction value per client increased from RMB1.1 million (US$0.2 million) in 2007 to RMB3.0 million (US$0.4 million) in 2008 and to RMB4.5 million (US$0.7 million) in 2009, representing a three-year CAGR of 102.3%. For the six months ended June 30, 2010, our average transaction value per client was RMB6.6 million (US$1.0 million), as compared to RMB3.6 million (US$0.5 million) for the six months ended June 30, 2009.

The increase in our average transaction value per client is partly attributable to the growing value of investable assets owned by China's high net worth population. In recent years, we have been raising the required level of investable assets when we target high net worth individuals in order to focus our resources on serving the high-end segment of China's high net worth population. Currently, we expect our registered individual clients to have investable assets (excluding primary residence) with an aggregate value exceeding RMB3.0 million

(US$0.4 million), as essentially all products currently distributed by us have a minimum purchase threshold exceeding this amount. In addition, the increase in our average transaction value per client also reflects the changes in our client mix, as we have an increasing number of enterprise and wholesale clients, which, on average, purchase wealth management products of greater transaction value than individual clients.

Product Mix

Our product mix affects our revenues and operating profit. We distribute to our clients a wide array of OTC wealth management products that are originated in China and issued by third-party product providers. These include four types of products: (i) fixed income products, mainly collateralized fixed income products sponsored by trust companies and other products providing investors with fixed rate returns; (ii) private equity fund products, including investments in various private equity funds, the underlying assets of which are portfolios of equity investments in unlisted private companies; (iii) securities investment fund products, the underlying assets of which are publicly traded stocks; and (iv) investment-linked insurance products.

The composition and level of revenues that we derive from the distribution of wealth management products are affected by the type of products we distribute. The product type determines whether we can receive one-time commissions only, or both one-time commissions and recurring service fees, although average fee rates do not differ substantially across different product types. On all four types of products, we receive one-time commissions paid by third party product providers or underlying corporate borrowers, calculated as a percentage of the value of the products that our clients purchase. In addition, on products other than fixed income products, we also receive recurring service fees where we are engaged by the product providers to provide recurring services to our clients who have purchased their products. The table below sets forth the total value of different types of products that we distributed, both in absolute amount and as a percentage of the total value of all products distributed, during the periods indicated:

Product type	Years Ended December 31,						Six Months Ended June 30,			
	2007		2008		2009		2009		2010	
	RMB in millions	%	RMB in millions	%	RMB in millions	%	RMB in millions	%	RMB in millions	%
Fixed income products	195	19.2	1,978	62.7	3,612	64.8	1,733	78.4	2,551	49.3
Private equity fund products	24	2.3	772	24.5	1,594	28.6	326	14.8	2,605	50.3
Securities investment funds and investment-linked insurance products	799	78.5	404	12.8	368	6.6	150	6.8	18	0.3
All products	1,018	100	3,154	100	5,574	100	2,209	100	5,175	100

As shown above, we have materially increased distribution of fixed income products, as these products are less affected by general market conditions and provide us with a steady flow of one-time commissions. Since 2007, we have significantly increased our distribution of private equity fund products in order to increase our revenues from recurring service fees. As we receive recurring service fees over the life cycle of the funds, which typically ranges from five to seven years, our distribution of these products represent a source of steady flow of recurring revenues. The transaction value of private equity fund products are generally higher than that of other products, and as a result, recurring service fees from these products are often higher than those from other products. Our recurring service fees increased from US$0.1 million in 2007 to US$1.9 million in 2008, and to US$3.1 million in 2009. For the six months ended June 30, 2010, our recurring service fees amounted to US$3.0 million, as compared to US$0.9 million for the six months ended June 30, 2009. We have materially decreased distribution of securities investment fund products and investment-linked insurance products because their performance is more susceptible to volatilities in the domestic and foreign stock markets and when the general conditions of stock markets deteriorate, our one-time commission and recurring service fees from these products are often impacted. Fees generated from investment-linked insurance products have been insignificant to our financial results in 2008, 2009 and the six months ended June 30, 2010. Therefore, we combine the total value of

investment-linked insurance products with that of the securities investment fund products in the table above. The value of investment-linked insurance products we distributed in 2007 was RMB103.3 million, representing 10.1% of total value of all products we distributed for 2007.

Prior to 2010, we carried out our OTC wealth management product distribution business through both Noah Investment and Noah Rongyao and their subsidiaries. In 2010, we implemented a business plan to streamline the business operations of our subsidiaries and affiliated entities. Pursuant to this plan, starting from 2010, Noah Investment and its subsidiaries mainly focus on the insurance brokerage business, given that one of Noah Investment's subsidiaries holds an insurance brokerage license, while Noah Rongyao and its subsidiaries mainly carry out our OTC wealth management product distribution business in China. As a result of the implementation of this business plan, the revenues generated by Noah Rongyao and its subsidiaries as a percentage of our total revenues increased from 38.8% in 2009 to 82.2% in the six months ended June 30, 2010. Meanwhile, the revenues generated by Noah Investment and its subsidiaries as a percentage of our total revenues decreased from 61.2% in 2009 to 17.8% in the six months ended June 30, 2010. As our insurance brokerage business currently represents an insignificant percentage of our revenues, we expect that revenues generated by Noah Investment as a percentage of our total revenues will continue to decrease in the short term.

Operating Costs and Expenses

Our financial condition and operating results are directly affected by our operating costs and expenses, which consist of cost of revenues, selling expenses and general and administrative expenses deducting other operating income from government subsidies. Our operating costs and expenses are primarily affected by several factors, including the number of our employees, rental expenses and certain non-cash charges.

The number of our employees has increased significantly in recent years, from 112 as of December 31, 2007 to 294 as of December 31, 2008, and to 359 as of December 31, 2009, and further to 520 as of June 30, 2010. The increase was a result of the growth of our business, in particular our coverage network expansion, as we hired additional relationship managers to staff our new branch offices and to support the growing client base of our existing branch offices. In addition, we need to hire additional personnel at our Shanghai headquarters to support and manage the growth of our business. We plan to continue to expand our coverage network and anticipate that our operating expenses related to employee compensation will increase as a result of hiring new employees.

The number of our branch offices increased rapidly in recent years. We had 3, 15, 16 and 25 branch offices as of December 31, 2007, 2008 and 2009 and the six months ended June 30, 2010, respectively. Our rental expenses have also increased significantly in recent years in line with the increased number of branch offices.

Our operating costs and expenses include share-based compensation charge related to the share options granted to employees. From September 2007 to June 2010, our operating costs and expenses also included compensation charges related to the deemed vesting of certain ordinary shares owned by our founders that were designated as restricted shares and became subject to our repurchase rights in September 2007. Although the contractual restrictions on such shares owned by our founders were terminated in June 2010, we expect to incur additional share-based compensation expenses related to share options in the future as we plan to continue to grant share options to our employees.

Key Components of Results of Operations

Net Revenues

Our net revenues are total revenues, net of business taxes and related surcharges, which range from 5.0% to 5.6% of gross revenue. In 2007, 2008 and 2009, we recorded net revenues of US$3.2 million, US$8.4 million and US$14.6 million, respectively. For the six months ended June 30, 2010, our net revenues amounted to US$13.7 million, as compared to US$5.8 million for the six months ended June 30, 2009. We derive revenues primarily from the following sources:

- one-time commissions paid by third party product providers or, for most fixed income products, the underlying corporate borrowers, calculated as a percentage of the wealth management products purchased by our clients;

- recurring service fees where we are engaged by the product providers to provide recurring services to our clients who have purchased their products, including (i) recurring service fees over the life cycle of the private equity funds products previously distributed by us to our clients, which are paid on a periodic basis and calculated as a percentage of the total value of investments in the underlying funds previously distributed by us to our clients; and (ii) recurring service fees for investments in funds focusing on publicly traded stocks and investment-linked insurance products, which are paid on a periodic basis and calculated daily as a percentage of the net asset value of the portfolio underlying the products purchased by our clients.

The table below sets forth the amounts of our one-time commissions and recurring service fees in the periods indicated:

	Years ended December 31,						Six Months Ended June 30,			
	2007		2008		2009		2009		2010	
	US$	%	US$	%	US$	%	US$	%	US$	%
One-time commissions	3,092,379	96.3	6,478,625	77.3	11,443,762	78.6	4,945,428	85.1	10,676,719	78.2
Recurring service fees	117,170	3.7	1,899,151	22.7	3,120,470	21.4	864,271	14.9	2,981,266	21.8
Net revenues	3,209,549	100.0	8,377,776	100.0	14,564,232	100.0	5,809,699	100	13,657,985	100

While we expect that our one-time commissions will continue to account for the majority of our net revenues, recurring service fees are expected to constitute an increasingly significant portion of our net revenues as we increase our distribution of private equity fund products.

Operating Costs and Expenses

Our operating costs and expenses consist of cost of revenues, selling expenses and general and administrative expenses. The following table sets forth the components of our operating costs and expenses, both in absolute amount and as a percentage of net revenues for the periods indicated:

	Years ended December 31,						Six Months Ended June 30,			
	2007		2008		2009		2009		2010	
	US$	%	US$	%	US$	%	US$	%	US$	%
Operating costs and expenses										
Cost of revenues	254,283	7.9	1,229,223	14.7	2,508,861	17.2	974,507	16.8	2,176,494	15.9
Selling expenses	169,405	5.3	2,485,589	29.7	3,168,051	21.8	967,790	16.7	2,550,719	18.7
General and administrative expenses	2,000,565	62.3	3,202,670	38.2	4,435,557	30.5	2,067,478	35.6	3,780,210	27.7
Other operating income	(69,506)	(2.1)	(121,665)	(1.5)	(230,547)	(1.6)	(120,181)	(2.1)	(112,473)	(0.8)
Total operating costs and expenses	2,354,747	73.4	6,795,817	81.1	9,881,922	67.9	3,889,594	67.0	8,394,950	61.5

Cost of Revenues

Our cost of revenues consists of compensation of relationship managers and expenses incurred in connection with product-specific client meetings and other events. We anticipate that our cost of revenues will continue to increase as we hire more relationship managers for our existing and new branch offices and distribute more wealth management products.

Selling Expenses

Our selling expenses primarily include rental and other expenses of branch offices and operating expenses attributable to general marketing activities. We expect that our selling expenses will continue to increase as we expand our coverage network and organize more events to promote our brand recognition, increase client loyalty and attract potential clients.

General and Administrative Expenses

Our general and administrative expenses primarily include compensation of managerial and administrative staff, rental and other expenses of our headquarters and other operating expenses attributable to general and administrative activities. We anticipate that our general and administrative expenses will continue to increase as we hire additional personnel and incur additional costs in connection with the expansion of our business operations and with becoming a publicly traded company, including costs of enhancing our internal controls.

Other Operating Income

Other operating income is cash subsidies received in the PRC from local governments for general corporate purposes and is reflected as an offset to our operating costs and expenses.

Share-Based Compensation Expenses

Our operating costs and expenses include share-based compensation expenses due to grants of stock options to our employees, repurchase of shares from a founder and the vesting of restricted shares by certain of our founders. Share-based compensation expense is recorded in the financial statement line-item corresponding to the nature of services provided by the grantees. Share-based compensation was included in general and administrative expenses for the years ended December 31, 2007, 2008 and 2009 and cost of revenues, selling expenses and general and administrative expenses for the periods ended June 30, 2009 and 2010. The following table sets forth our share-based compensation expenses both in absolute amounts and as a percentage of net revenues for the periods indicated:

	Years Ended December 31,						Six Months Ended June 30,			
	2007		2008		2009		2009		2010	
	US$	%	US$	%	US$	%	US$	%	US$	%
Share options	—	—	9,466	0.1	133,612	0.9	55,988	1.0	251,711	1.8
Restricted shares	255,280	8.0	783,000	9.3	783,000	5.4	391,500	6.7	1,310,721	9.6
Repurchase of shares	152,500	4.8	—	—	—	—	—	—	—	—
Total share-based compensation	407,780	12.8	792,466	9.4	916,612	6.3	447,488	7.7	1,562,432	11.4

Share options. We adopted a share incentive plan in 2008 and plan to adopt a new share incentive plan in 2010. On August 19, 2008, we granted options to purchase a total of 120,000 ordinary shares at an exercise price of US$1.12 per share to certain executive officers, 60,000 of which were later forfeited. On March 2, 2009, we granted options to purchase a total of 130,000 shares to certain executive officers and other employees at an exercise price of US$1.12 per share. On March 11, 2010, we granted options to purchase a total of 639,000 ordinary shares to certain executive officers and other employees at an exercise price of US$5.58 per share, 150,000 of which were later replaced by non-vested restricted shares of the same amount and 10,000 of which were later forfeited. On July 20, 2010, we granted options to purchase a total of 163,300 ordinary shares to certain executive officers and employees at an exercise price of US$7.38 per share, 10,000 of which were later forfeited. On October 11, 2010, we granted options to purchase a total of 7,000 ordinary shares to certain employees at an exercise price of US$7.38 per share. On October 18, 2010, we granted options to purchase a

total of 235,100 ordinary shares to certain employees at an exercise price of US$19.00 per share. All these options have a four-year vesting schedule with 25% of each option vesting on the first anniversary of the applicable grant date and the remainder vesting ratably over the next 36 months. In addition, we agreed to grant options to purchase a total of 16,000 ordinary shares to our independent director appointees upon the effectiveness of the registration statement to which this prospectus is a part. These options have a two-year vesting schedule with 25% of the options vesting upon the effectiveness of the registration statement, 25% vesting on the first anniversary of the effectiveness date and the remaining 50% on the second anniversary of the effectiveness date.

We recorded US$9.5 thousand and US$133.6 thousand for share-based compensation expenses related to share options expenses in 2008 and 2009, respectively. For the six months ended June 30, 2010, we recorded US$251.7 thousand for share-based compensation expenses related to share options expenses, as compared to US$56.0 thousand for the six months ended June 30, 2009. No options were exercised during 2008 and 2009 and the six months ended June 30, 2010. As of June 30, 2010, there was US$2.5 million of total unrecognized compensation expenses related to unvested share options granted under our share incentive plan, which are expected to be recognized over a weighted-average period of 3.5 years.

Restricted Shares. In connection with our issuance and sale of series A preferred shares in September 2007, a total of 10,800,000 ordinary shares held by certain of our founders were designated as restricted shares and became subject to our repurchase right at par value for a period of four years. We recorded US$0.3 million, US$0.8 million and US$0.8 million in share-based compensation expenses related to these restricted shares for 2007, 2008 and 2009, respectively. For the six months ended June 30, 2010, such share-based compensation expenses related to restricted shares amounted to US$1.3 million, as compared to US$0.4 million for the six months ended June 30, 2009. These restrictions were removed in June 2010, in connection with which, unrecognized share-based compensation of US$0.9 million as of the modification date was immediately recognized as an expense in the consolidated statements of operations. On October 18, 2010, we issued 150,000 ordinary shares with restrictions on voting and dividend rights to an executive officer for US$0.8 million pursuant to our 2008 share incentive plan.

Gain (Loss) on Change in Fair Value of Derivative Liabilities

Prior to June 2010, the redemption provisions of the series A preferred shares permitted a holder to redeem the shares at a redemption price per share equal to the greater of: (1) issue price plus a compounded 5% return per annum, or (2) the fair market value of the series A preferred shares. The ability to redeem the series A preferred shares provided shareholders with the means to net settle the shares and caused the conversion feature and put option to be combined as a compound derivative, bifurcated from the series A preferred shares and recognized at fair value with changes in fair value recorded in earnings. Consequently, we recorded a loss on change in fair value of derivative liabilities of US$0.2 million, US$1.4 million and US$0.8 million for the years ended December 31, 2007, 2008 and 2009, respectively. For the six months ended June 30, 2010, we recorded a gain on change in fair value of derivative liabilities of US$0.4 million because the likelihood of occurrence of an optional conversion or a change in control event was reduced with the approaching initial public offering. In June 2010, the aforementioned redemption provision was modified to remove the option to settle the series A preferred shares at fair value and permit redemption only at the issue price plus a compounded 5% return per annum. All other terms of the series A preferred shares remained the same. As a result of the modification, we determined that the conversion feature and put option could no longer be net settled and, as such, were no longer derivatives. Accordingly, we derecognized the compound derivative by reclassifying the fair value of the derivative liability as of the modification date of $2.2 million to additional paid-in-capital as we deemed the modification to be a transaction among shareholders.

Taxation

The Cayman Islands

We are incorporated in the Cayman Islands. Under the current law of the Cayman Islands, we are not subject to income or capital gains tax. In addition, dividend payments are not subject to withholding tax in the Cayman Islands.

PRC

Our subsidiary, Noah Rongyao, our variable interest entity, Noah Investment, and their respective subsidiaries were established in the PRC and as such are subject to business tax, education surtax, and urban maintenance and construction tax on the services provided in the PRC. Such taxes are primarily levied based on revenues at rates ranging from 5.0% to 5.8% and are recorded as a reduction of revenues. Business tax and related surcharges of US$0.2 million, US$0.5 million and US$0.8 million are deducted from our total revenues for the years ended December 31, 2007, 2008 and 2009, respectively. For the six months ended June 30, 2010, we recorded a deduction of US$0.8 million from our total revenues for business tax and related surcharges, as compared to US$0.3 million for the six months ended June 30, 2009.

In addition, our PRC subsidiary, our variable interest entity and their subsidiaries are subject to PRC enterprise income tax on their taxable income in accordance with the relevant PRC income tax laws. Until January 1, 2008, Chinese companies were generally subject to PRC enterprise income tax at a statutory rate of 33%. On January 1, 2008, the new PRC Enterprise Income Tax Law in China took effect and it applies a uniform 25% enterprise income tax rate to both foreign-invested enterprises and domestic enterprises, except where a special preferential rate applies. The PRC Enterprise Income Tax Law provides a five-year transitional period for those entities established before March 16, 2007, which enjoyed a favorable income tax rate of less than 25% under the previous income tax laws and rules, to gradually change their rates to 25%, and in the case of preferential tax exemption or reduction for a specified term, until the expiration of such term.

Under the PRC Enterprise Income Tax Law, dividends from our PRC subsidiary out of earnings generated after the new law came into effect on January 1, 2008 are subject to a withholding tax. Distributions of earnings generated before January 1, 2008 are exempt from PRC withholding tax.

Under the PRC Enterprise Income Tax Law, enterprises that are established under the laws of foreign countries or regions and whose “de facto management bodies” are located within the PRC territory are considered PRC resident enterprises, and will be subject to the PRC enterprise income tax at the rate of 25% on their worldwide income. Under the implementation rules of the PRC Enterprise Income Tax Law, “de facto management bodies” are defined as the bodies that have material and overall management and control over the manufacturing and business operations, personnel and human resources, finances and treasury, and acquisition and disposition of properties and other assets of an enterprise. See “Risk Factors — Risks Related to Doing Business in China — The dividends we receive from our PRC subsidiary may be subject to PRC tax under the PRC Enterprise Income Tax Law, which would have a material adverse effect on our financial condition and results of operations.”

For more information on PRC tax regulations, see “Regulations — Regulations on Tax.”

Critical Accounting Policies

We prepare financial statements in accordance with U.S. GAAP, which requires us to make judgments, estimates and assumptions that affect the reported amounts of our assets and liabilities and the disclosure of our contingent assets and liabilities at the end of each fiscal period and the reported amounts of revenues and expenses during each fiscal period. We continually evaluate these judgments and estimates based on our own historical experience, knowledge and assessment of current business and other conditions, our expectations regarding the future based on available information and assumptions that we believe to be reasonable, which

together form our basis for making judgments about matters that are not readily apparent from other sources. Since the use of estimates is an integral component of the financial reporting process, our actual results could differ from those estimates. Some of our accounting policies require a higher degree of judgment than others in their application.

The selection of critical accounting policies, the judgments and other uncertainties affecting application of those policies and the sensitivity of reported results to changes in conditions and assumptions are factors that should be considered when reviewing our financial statements. We believe the following accounting policies involve the most significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition

We derive revenue from marketing wealth management products and providing recurring services to our clients over the duration of the wealth management product, which is typically several years. Prior to a client's purchase of a wealth management product, we provide the client with a wide spectrum of consultation services, including product selection, review, risk profile assessment and evaluation and recommendation for the client. Upon establishment of a wealth management product, we earn a one-time commission from third-party product providers or underlying corporate borrowers calculated as a percentage of the value of the wealth management products purchased by our clients. We define the "establishment of a wealth management product" for our revenue recognition purpose as the time when both of the following two criteria are met: (1) our client has entered into a purchase or subscription contract with the relevant product provider and if required, the client has transferred a deposit to an escrow account designated by the product provider and (2) the product provider has issued a formal notice to confirm the establishment of a wealth management product. Recurring service fees paid by third-party product providers are dependent upon the type of wealth management product our client purchased and are calculated as either (i) a percentage of the total value of investments in the wealth management product purchased by our clients, calculated at the establishment date of the wealth management product, or (ii) as a percentage of the fair value of the total investment in the wealth management product, calculated daily. As we provide these services throughout the contract term for either method of calculation, revenues are recognized on a daily basis over the contract term, assuming all other revenue recognition criteria have been met.

We recognize revenues when there is persuasive evidence of an arrangement, service has been rendered, the sales price is fixed or determinable and collectability is reasonably assured. Revenues are recorded, net of sales related taxes and surcharges.

One-time commissions. We enter into one-time commission agreements with third-party product providers or underlying corporate borrowers, which specifies the key terms and conditions of the arrangement. Such agreements do not include rights of return, credits or discounts, rebates, price protection or other similar privileges. Upon establishment of a wealth management product, we earn a one-time commission from third-party product providers or underlying corporate borrowers calculated as a percentage of the wealth management products purchased by our clients. Revenues are recorded upon the establishment of the wealth management product, when the provision of service concludes and the fee becomes fixed and determinable, assuming all other revenue recognition criteria have been met, and there are no future obligations or contingencies. Certain contracts require that a portion of the payment be deferred until the end of the product's life or other specified contingency. In such instances, we defer the contingent amount until the contingency has been resolved. A small portion of our one-time commission arrangements require the provision of certain after sales activities, which primarily relate to disseminating information to clients related to investment performance. We accrue the estimated cost of providing these services, which are inconsequential, when the one-time commission is earned as the services to be provided are substantially complete, we have historically completed the after sales services in a timely manner and can reliably estimate the remaining costs.

Recurring Service Fees. Recurring service fees from third-party product providers are dependent upon the type of wealth management product our client purchased and are calculated as either (1) a percentage of the total

value of investments in the wealth management product purchased by our clients, calculated at the establishment date of the wealth management product or (2) as a percentage of the fair value of the total investment in the wealth management product, calculated daily. As we provide these services throughout the contract term for either method of calculation, revenues are recognized on a daily basis over the contract term, assuming all other revenue recognition criteria have been met. Recurring service agreements do not include rights of return, credits or discounts, rebates, price protection or other similar privileges.

Multiple element arrangements. We enter into multiple element arrangements when a third-party product provider or underlying corporate borrowers engages us to provide both wealth management marketing and recurring services. We adopted the provision of FASB Accounting Standards Update 2009-13 for all periods presented in accounting for our multiple element arrangements. Both services represent separate units of accounting. We have vendor specific objective evidence of fair value for our wealth management marketing services as we provide such services on a stand-alone basis. We have not sold our recurring services on a stand-alone basis. However, the fee to which we are entitled is consistently priced at a fixed percentage of the management fee obtained by the fund managers irrespective of the fee obtained for the wealth management marketing services. As such, we have established fair value as the fixed percentage in such arrangements and believes it represents our best estimate of the selling price at which we would transact if the recurring services were sold regularly on a standalone basis. We allocate arrangement consideration based on fair value, which is equivalent to the percentages charged for each of the respective units of accounting, as described above. Revenues for the respective units of accounting are also recognized in the same manner as described above. If the estimated selling price for recurring services increased (or decreased) by 1%, the revenue allocated to this revenue element would increase (decrease) by 0.1% to 0.5% or by a dollar amount between US$3,120 to US$15,602 for the year ended December 31, 2009 or by a dollar amount between US$2,981 to US$14,906 for the six months ended June 30, 2010.

We recognize revenues from our recurring services on a daily basis over the contract term, assuming all other revenue recognition criteria have been met.

Fair Value Measurements of Derivative Liabilities

We determined the fair value of the derivative liabilities associated with the issuances of the series A preferred shares using a “with-and-without” approach which considers the fair value of the series A preferred shares with and without the embedded features under analysis. The valuation involves the fair value of ordinary shares and series A preferred shares, and management’s best estimates of the probability of the occurrence of future events, such as a qualified initial public offering, redemption, and liquidation on the valuation date. Determining the fair value of ordinary shares and series A preferred shares requires making complex and subjective judgments. Management used generally accepted valuation methodologies, including the discounted cash flow approach and the guideline company’s approach, which incorporates certain assumptions including the market performance of comparable listed companies as well as the financial results and growth trends of our company, to derive the total equity value of our company. The equity value is then allocated using option pricing model among the different classes of shares of our company to determine the fair value of ordinary shares and preferred shares. The option pricing model considers series A preferred shares and ordinary shares as call options on the company’s equity value, with strike prices based on the liquidation preference of the preferred share. The main inputs to this model include equity value of the company, exercise values, expected volatility, expected time to expiration, and risk free interest rate. Changes in the inputs to this model or to the probability of the occurrence of future events could have a material effect on the value of our derivative liabilities and, as a result, our consolidated statements of operations as the change in their fair value is reflected in earnings.

Share-Based Compensation

We recognize share-based compensation based on the fair value of equity awards on the date of the grant, with compensation expense recognized using a straight-line vesting method over the requisite service periods of

the awards, which is generally the vesting period. We estimate the fair value of share options granted using the Black-Scholes option pricing model. The expected term represents the period that share-based awards are expected to be outstanding, giving consideration to the contractual terms of the share-based awards, vesting schedules and expectations of future employee exercise behavior. The computation of expected volatility is based on a combination of the historical and implied volatility of comparable companies from a representative peer group based on industry.

In determining the fair value of our ordinary shares on each of the grant dates, we considered in part valuation reports prepared by an independent valuer based on data we provided. These valuation reports provided us with guidelines in determining the fair value, but the determination was made by our management.

Determining the fair values of the ordinary shares requires making complex and subjective judgments regarding projected financial and operating results, our unique business risks, the liquidity of the ordinary shares and our operating history and prospects at the time of grant. Therefore, these fair values are inherently uncertain and highly subjective.

The assumptions used to derive the fair values of the ordinary shares include:

- no material changes in the existing political, legal, fiscal and economic conditions in China;
- no major changes in tax law in China or the tax rates applicable to our subsidiaries and consolidated affiliated entities in China;
- no material changes in the exchange rates and interest rates from the presently prevailing rates;
- availability of finance not a constraint on our future growth;
- our ability to retain competent management, key personnel and technical staff to support our ongoing operations; and
- no material deviation in market conditions from economic forecasts.

We determined our total equity value by employing two valuation methods: the discounted cash flow method under the income approach and the guideline companies method under the market approach. The discounted cash flow method is a method within the income approach whereby the present value of future expected net cash flows is calculated using a discount rate. The guideline companies method incorporates certain assumptions, including the market performance of comparable listed companies as well as our financial results and growth trends. The market approach is used as a reasonableness test to support our conclusion of value. We decided to rely upon the income approach as the sole means of valuation since the income approach better captured our financial situation as of the valuation date.

For the income approach, we forecasted our future debt–free net cash flows for seven years subsequent to the valuation date and applied a multiple to the terminal debt-free cash flow after seven years. The net cash flow was then discounted to present value using a risk-adjusted discount rate, which was based on market inputs using a capital asset pricing model that reflected the risks associated with achieving our forecasts. The projections used for each valuation date were made based upon the expected outlook on our operating performance through the forecast periods. The assumptions underlying the estimates were consistent with our business plan. Specifically, the future debt-free cash flows were determined by subtracting taxes, future capital spending and future changes in working capital from, and adding future depreciation and amortization to, EBIT. EBIT represents income (loss) plus interest expense and income tax provision, less interest income. The terminal or residual value at the end of the projection period was based on Gordon Growth Model with terminal growth rate assuming to be 3% for all the valuation dates. The resulting terminal value and interim debt-free cash flows were then discounted at a rate ranging from 17% to 20% for the respective valuation dates which was based on the weighted average cost of capital of comparable companies, as adjusted for the specific risk profile of our company. There is inherent uncertainty in these estimates. If different discount rates had been used, the valuations would have been different.

Our total equity value was then allocated among our preferred shares and ordinary shares. The valuation model allocated the equity value between the ordinary shares and the preferred shares and calculated the fair value of ordinary shares based on the option-pricing method. Under this method, the ordinary shares have value only if the funds available for distribution to shareholders exceed the value of the liquidation preference at the time of a liquidity event (for example, merger or sale). The ordinary shares are considered to be a call option with claim on the equity above the exercise price equal to the liquidation preferences of the preferred shares.

The valuation at each equity issuance date is as follows:

- On March 2, 2009, we granted options to purchase a total of 130,000 shares to certain employees at an exercise price of US$1.12 per share. In determining the fair value of our ordinary shares on this date, we performed a retrospective valuation analysis and determined the fair value of our ordinary shares to be $4.80 per share. Under the discounted cash flow method, we forecasted our net cash flows for seven years subsequent to the valuation date and determined a terminal value which assumed a constant growth rate of 3%. The net cash flow was then discounted to the present value using a risk-adjusted discount rate of 19.12% which represents our estimated cost of equity capital. The risk-free rate, equity risk premium, and the risks associated with achieving our forecasts were assessed in selecting the appropriate discount rates.
- On March 11, 2010, we granted options to purchase a total of 639,000 shares to certain executive officers and employees at an exercise price of US$5.58 per share. In determining the fair value of our ordinary shares on this date, we performed a contemporaneous valuation analysis, employing the same valuation method used in the March 2, 2009 valuation, a discount rate of 17.52%, a terminal value growth rate of 3%, together with updated financial forecasts. Based on this analysis, we determined the fair value of our ordinary shares to be $6.99 per share.
- On July 20, 2010, we granted options to purchase a total of 163,300 shares to executive officers and certain employees at an exercise price of US$7.38 per share. In determining the fair value of our ordinary shares on this date, we performed a contemporaneous valuation analysis, employing the same valuation method used in the March 2, 2009 valuation, a discount rate of 17.06%, a terminal value growth rate of 3%, together with updated financial forecasts. Based on this analysis, we determined the fair value of our ordinary shares to be $8.09 per share.
- On October 11, 2010, we granted options to purchase a total of 7,000 shares to certain employees at an exercise price of US$7.38 per share. On October 18, 2010, we granted options to purchase a total of 235,100 shares to certain executive officers and employees at an exercise price of US$19.00 per share.

The equity issuances above were not issued on the dates that the fair value of the compound derivative was measured. As a result, the fair value of ordinary shares determined for the equity issuances were not used in determining the fair value of the compound derivative. However, our total equity value and fair value of ordinary shares used in estimating the fair value of the compound derivative was computed in the same manner as the equity issuances at each period end.

In arriving the weighted average cost of capital, it is necessary to determine the appropriate required return on equity capital and debt capital and their weight in the total capital respectively. Capital asset pricing model, or CAPM, is a fundamental tenet of modern portfolio theory which has been generally accepted for marketplace valuations of equity capital. The return on equity required of a company represents the total rate of return investors expect to earn, through a combination of dividends and capital appreciation, as a reward for risk taking. The cost of debt is referred to the effective rate a company pays on its current debt which is observed from the market. There is inherent uncertainty in these estimates. If different discount rates had been used, the valuations would have been different.

The lack of marketability discount, or LOMD, was supported with reference to both qualitative studies and quantitative analysis. The qualitative studies examine prices paid in private transactions for shares of companies that subsequently became publicly-traded through an IPO. We also considered empirical studies based on prices paid for restricted stock. The restricted stock studies analyze transactions in restricted shares where marketability

at the end of the required holding period was virtually assured, since the subject companies' shares were already publicly traded. We also used quantitative valuation method of option pricing method (implied from a put option), which resulted in a LOMD range of 9% to 20%.

These assumptions are inherently uncertain. Different assumptions and judgments would affect our calculation of the fair value of the underlying ordinary shares for the options granted, and the valuation results and the amount of share-based compensation would also vary accordingly.

Management also estimates expected forfeitures and recognizes compensation cost only for those share-based awards expected to vest. We estimate forfeitures of our shares based on past employee retention rates and our expectation of future retention rates, and we will prospectively revise our forfeiture rates based on actual history. Amortization of share-based compensation is presented in the same line item in the consolidated statements of operations as the cash compensation of those employees receiving the award. Actual forfeitures may differ from those estimated by management which would affect the amount of share-based compensation to be recognized.

Income Taxes

Current income taxes are provided for in accordance with the relevant statutory tax laws and regulations.

Deferred income taxes are recognized for temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. Deferred tax assets are reduced by a valuation allowance when, in our opinion, it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. Accordingly, the need to establish valuation allowances for deferred tax assets is assessed periodically based on a more-likely-than-not realization threshold. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the duration of statutory carry forward periods, tax planning strategies implemented and other tax planning alternatives. To date, our PRC subsidiary, Noah Rongyao, our variable interest entity, Noah Investment, and their respective subsidiaries, have been profitable and, as a result, we have not recorded a valuation allowance against our deferred tax assets. To the extent our future profitability deteriorates, we may be required to record a valuation allowance, which would negatively affect our operating results.

We recognize a tax benefit associated with an uncertain tax position when, in our judgment, it is more likely than not that the position will be sustained upon examination by a taxing authority. For a tax position that meets the more-likely-than-not recognition threshold, we initially and subsequently measure the tax benefit as the largest amount that we judge to have a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority. Our liability associated with unrecognized tax benefits is adjusted periodically due to changing circumstances, such as the progress of tax audits, case law developments and new or emerging legislation. Such adjustments are recognized entirely in the period in which they are identified. Our effective tax rate includes the net impact of changes in the liability for unrecognized tax benefits and subsequent adjustments as considered appropriate by management. We classify interest and penalties recognized on the liability for unrecognized tax benefits as income tax expense.

Results of Operations

The following table sets forth a summary of our consolidated results of operations for the periods indicated. The information should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus. The operating results in any period are not necessarily indicative of results that may be expected for any further period.

	Years Ended December 31			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(US$, except share and per share data)				
Revenues:					
Third-party revenues	3,387,156	7,825,544	14,257,047	5,550,526	12,629,495
Related party revenues	—	1,044,947	1,145,535	580,194	1,868,203
Total revenues	3,387,156	8,870,491	15,402,582	6,130,720	14,497,698
Less: business taxes and related surcharges	(177,607)	(492,715)	(838,350)	(321,021)	(839,713)
Net revenues	3,209,549	8,377,776	14,564,232	5,809,699	13,657,985
Operating cost and expenses:					
Cost of revenues	(254,283)	(1,229,223)	(2,508,861)	(974,507)	(2,176,494)
Selling expenses	(169,405)	(2,485,589)	(3,168,051)	(967,790)	(2,550,719)
General and administrative expenses	(2,000,565)	(3,202,670)	(4,435,557)	(2,067,478)	(3,780,210)
Other operating income	69,506	121,665	230,547	120,181	112,473
Total operating cost and expenses	(2,354,747)	(6,795,817)	(9,881,922)	(3,889,594)	(8,394,950)
Income from operations	854,802	1,581,959	4,682,310	1,920,105	5,263,035
Other income (expenses):					
Interest income	5,419	45,157	57,622	20,397	44,095
Other expense	—	(71,379)	(15,088)	(9,601)	(24,382)
Investment income	267,087	41,192	358,824	13,619	158,800
Gain (loss) on change in fair value of derivative liabilities	(206,500)	(1,357,000)	(796,500)	(619,500)	354,000
Total other income (expenses)	66,006	(1,342,030)	(395,142)	(595,085)	532,513
Income before taxes	920,808	239,929	4,287,168	1,325,020	5,795,548
Income tax expense	(574,765)	(642,007)	(638,755)	(430,271)	(1,643,998)
Loss from equity in affiliates	—	—	—	—	(7,316)
Net income (loss) attributable to Noah Shareholders	346,043	(402,078)	3,648,413	894,749	4,144,234

Except for the expenses recorded by Noah Holdings Limited, our holding company, the substantial majority of our revenues and expenses are conducted in Renminbi. As a result, the appreciation or depreciation in the average Renminbi to U.S. dollar exchange rate has a correlative effect on our financial results reported in U.S. dollar without taking into account any underlying changes in our business or results of operations. During the years ended December 31, 2008 and 2009 and the six month period ended June 30, 2010, the average Renminbi to U.S. dollar exchange rate increased by 8.7%, 1.6% and 0.1% as compared to the average exchange rate in the preceding period, respectively. As such, excluding the income statement effects of all forms of share-based compensation and loss on change in fair value of derivative liabilities which are recorded by the holding company, our revenues, expenses, income from operations and net income (loss) attributable to ordinary shareholders increased by the same percentages, without giving effect to any changes in our business or results of operations.

Six Months Ended June 30, 2009 Compared to Six Months Ended June 30, 2010

Net Revenues. Our net revenues increased by 135.1% from US$5.8 million for the six months ended June 30, 2009 to US$13.7 million for the six months ended June 30, 2010. This increase was attributable to an increase of US$5.8 million in one-time commissions and an increase of US$2.1 million in recurring service fees.

Our one-time commissions increased by 118.4% from US$4.9 million for the six months ended June 30, 2009 to US$10.7 million for the six months ended June 30, 2010, primarily as a result of increases in the number of active clients and the average transaction value per client. For the six months ended June 30, 2010, we had 779 active clients, as compared to 615 active clients for the six months ended June 30, 2009. The average transaction value per client increased from RMB3.6 million (US$0.5 million) for the six months ended June 30, 2009 to RMB6.6 million (US$1.0 million) for the six months ended June 30, 2010.

Our recurring services fees increased by 233.3% from US$0.9 million for the six months ended June 30, 2009 to US$3.0 million for the six months ended June 30, 2010, primarily due to an increase in the number of private equity fund products we distributed in the first half of 2010. Recurring service fees for private equity fund products during a specific period are calculated as a percentage of the total value of investments in the underlying funds we distributed to clients which are still active. While the average fee rates of the recurring service fees we received from the private equity fund products remained at the same level for the six months ended June 30, 2009 and 2010, the total value of underlying funds with respect to which we received recurring services fees increased by RMB3,873 million from the six months ended June 30, 2009 to the six months ended June 30, 2010, as we distributed additional private equity funds products with a total value of RMB3,873 million during the period from June 30, 2009 to June 30, 2010.

Operating Costs and Expenses. Our total operating costs and expenses increased by 115.4% from US$3.9 million for the six months ended June 30, 2009 to US$8.4 million for the six months ended June 30, 2010, as a result of increases in our cost of revenues, selling expenses and general and administrative expenses.

- *Cost of Revenues.* Cost of revenues increased by 120.0% from US$1.0 million for the six months ended June 30, 2009 to US$2.2 million, primarily due to an increase of US$1.2 million in the compensation paid to our relationship managers as a result of the increased number of relationship managers in line with our expansion.
- *Selling Expenses.* Our selling expenses increased by 160.0% from US$1.0 million for the six months ended June 30, 2009 to US$2.6 million for the six months ended June 30, 2010, primarily due to an increase of US$0.8 million in the personnel expenses in relation with selling efforts, an increase of US$0.5 million in rental expenses and an increase of US$0.3 million in travel and office expenses as a result of the increased number of employees and branch offices.
- *General and Administrative Expenses.* Our general and administrative expenses increased by 81.0% from US$2.1 million for the six months ended June 30, 2009 to US$3.8 million for the six months ended June 30, 2010, primarily due to (i) an increase of US$1.5 million in share-based compensation expenses and (ii) an increase of US$0.1 million in audit fees.

Interest Income. Interest income increased by 116.2% from US$20.4 thousand for the six months ended June 30, 2009 to US$44.1 thousand for the six months ended June 30, 2010, primarily due to the increased balance of cash and cash equivalents.

Investment Income. Investment income increased significantly by 1,067.6% from US$13.6 thousand for the six months ended June 30, 2009 to US$158.8 thousand for the six months ended June 30, 2010, primarily attributable to the higher investment in held-to-maturity securities in the first half of 2010.

Gain (loss) on Change in Fair Value of Derivative Liabilities. We recorded a gain on change in fair value of derivative liabilities of US$0.4 million for the six months ended June 30, 2010, as compared to a loss on change in fair value of derivative liabilities of US$0.6 million for the six months ended June 30, 2009, primarily due to the fact that the likelihood of occurrence of an optional conversion or a change in control event was reduced with the approaching initial public offering.

Income Tax Expense. Income tax expense increased by 300.0% from US$0.4 million for the six months ended June 30, 2009 to US$1.6 million for the six months ended June 30, 2010, primarily due to an increase in taxable income and partially offset by a decrease in effective tax rate. The decrease in the effective tax rate was primarily attributable to decrease in expenses not deductible for tax purposes and effect of share-based compensation.

Net Income. Net income increased by 355.6% from US$0.9 million for the six months ended June 30, 2009 to US$4.1 million for the six months ended June 30, 2010.

Year Ended December 31, 2008 Compared to Year Ended December 31, 2009

Net Revenues. Our net revenues increased by 73.8% from US$8.4 million in 2008 to US$14.6 million in 2009. This increase was primarily due to an increase of US$5.0 million in one-time commissions and an increase of US$1.2 million in recurring service fees.

Our one-time commissions increased by 75.4% from US$6.5 million in 2008 to US$11.4 million in 2009 as a result of increases in the number of active clients and the average transaction value per client attributable to the growing value of investable assets owned by China's high net worth population. We had 1,235 active clients in 2009, compared with 1,065 in 2008, while the average transaction value per client increased from RMB3.0 million (US$0.4 million) in 2008 to RMB4.5 million (US$0.7 million) in 2009.

Our recurring service fees increased by 63.2% from US$1.9 million in 2008 to US$3.1 million in 2009, primarily due to the additional private equity fund products we distributed in 2009. The recurring service fees for private equity fund products during a specific year are calculated as a percentage of the total value of investments in the underlying funds previously distributed by us to our clients and are distributed on a periodic basis. While the average fee rates of the recurring service fees we received from the private equity fund products remained at the same level in 2008 and 2009, the total value of underlying funds with respect to which we received recurring services fees increased by RMB1,594 million from 2008 to 2009, as we distributed additional private equity fund products in 2009.

Operating Costs and Expenses. Our total operating costs and expenses increased by 45.6% from US$6.8 million in 2008 to US$9.9 million in 2009, as a result of increases in our cost of revenues, selling expenses and general and administrative expenses.

- *Cost of Revenues.* Cost of revenues increased by 108.3% from US$1.2 million in 2008 to US$2.5 million in 2009, primarily due to an increase of US$0.8 million in expenses related to product-specific client meetings in 2009 and an increase of US$0.5 million in the compensation paid to our relationship managers as a result of our hiring of additional relationship managers in 2009 for our expected expansion and growth.
- *Selling Expenses.* Our selling expenses increased by 28.0% from US$2.5 million in 2008 to US$3.2 million in 2009, primarily due to an increase of US$0.5 million in sales personnel expenses and an increase of US$0.2 million in the rental expenses of our branch offices as a result of the increased number of employees and branch offices.
- *General and Administrative Expenses.* Our general and administrative expenses increased by 37.5% from US$3.2 million in 2008 to US$4.4 million in 2009. This increase was primarily due to an increase

of US$0.7 million in the compensation paid to our managerial and administrative personnel as we hired additional employees to support and manage our growth, an increase of US$0.2 million in rental expenses due to our head office expansion and an increase of US$0.2 million in office expense due to the increased head count.

Interest Income. Interest income increased by 27.4% from US$45.2 thousand in 2008 to US$57.6 thousand in 2009 primarily as a result of a higher balance of cash and cash equivalents.

Investment Income. Investment income increased by 770.9% from US$41.2 thousand in 2008 to US$358.8 thousand in 2009. This increase was due to the gains on the publicly traded stocks we purchased and interest income from the fixed income investments we made in 2009.

Loss on Change in Fair Value of Derivative Liabilities. Loss on change in fair value of derivative liabilities decreased by 42.9% from US$1.4 million in 2008 to US$0.8 million in 2009. The loss was due to an increase in the fair value of the derivative liabilities, which was primarily driven by the growth in our entity value. That growth was significantly higher in 2008 as compared to 2009.

Income Tax Expense. Income tax expense remained relatively flat at US$0.6 million in 2008 and 2009.

Net Income (Loss). As a result of the above, we recorded a net income of US$3.6 million in 2009, compared to a net loss of US$0.4 million in 2008.

Year Ended December 31, 2007 Compared to Year Ended December 31, 2008

Net Revenues. Our net revenues increased by 162.5% from US$3.2 million in 2007 to US$8.4 million in 2008. This increase was primarily due to an increase of US$3.4 million in one-time commission and an increase of US$1.8 million in recurring service fees.

Our one-time commissions increased by 109.7% from US$3.1 million in 2007 to US$6.5 million in 2008 as a result of increases in the number of active clients and the average transaction value per client. We had 1,065 active clients in 2008, compared with 926 in 2007, while the average transaction value per client increased from RMB1.1 million (US$0.2 million) in 2007 to RMB3.0 million (US$0.4 million) in 2008.

Our recurring service fees increased by 1800.0% from US$0.1 million in 2007 to US$1.9 million in 2008, primarily due to an increase in the number of private equity fund products we distributed in 2008. While the average fee rates of the recurring service fees we received from the private equity fund products remained at the same level in 2007 and 2008, the total value of underlying funds with respect to which we received recurring services fees increased by RMB772 million from 2007 to 2008, as we distributed additional private equity fund products in 2008.

Operating Costs and Expenses. Our total operating costs and expenses increased by 183.3% from US$2.4 million in 2007 to US$6.8 million in 2008, as a result of increases in our cost of revenues, selling expense and general administrative expenses.

- *Cost of Revenues.* Cost of revenues increased by 300.0% from US$0.3 million in 2007 to US$1.2 million in 2008, primarily due to an increase of US$0.6 million in compensation paid to relationship managers as a result of our hiring of additional relationship managers in 2008 for the 12 new branch offices opened in the year and an increase of US$0.3 million in expenses related to product-specific client meetings in 2008.
- *Selling Expenses.* Our selling expenses increased by 1,150.0% from US$0.2 million in 2007 to US$2.5 million in 2008 primarily due to an increase of US$0.7 million in rental expenses of branch offices, an

increase of US$0.5 million in sales personnel expenses and an increase of US$0.4 million in office expense as we opened 12 new branch offices in 2008.

- *General and Administrative Expenses.* Our general and administrative expenses increased by 60.0% from US$2.0 million in 2007 to US$3.2 million in 2008, primarily due to an increase of US$0.6 million in the compensation paid to our managerial and administrative personnel primarily as a result of our hiring of additional employees to support and manage our growth. The increase was also due to the additional compensation charge of US$0.5 million we recorded in 2008 in connection with the deemed grant of restricted shares to our founders in September 2007.

Interest Income. Interest income increased by 737.0% from US$5.4 thousand in 2007 to US$45.2 thousand in 2008 due to a higher balance of cash and cash equivalents.

Investment Income. Investment income decreased by 84.6% from US$267.1 thousand in 2007 to US$41.2 thousand in 2008 as we reduced investments in publicly traded stocks and fixed income investments in 2008.

Loss on Change in Fair Value of Derivative Liabilities. Loss on Change in fair value of derivative liabilities increased by 600.0% from US$0.2 million in 2007 to US$1.4 million in 2008. The loss was due to an increase in the fair value of the derivative liabilities, which was primarily driven by the growth in our entity value and the duration the derivative liabilities were outstanding. In 2007, the derivative liabilities were only outstanding for four months as compared to the full year of 2008.

Income Tax Expense. Income tax expense remained relatively flat at US$0.6 million in 2007 and 2008 as a result of the higher profits achieved by our PRC subsidiary and its subsidiaries, partially offset by the lower income tax rate under the new PRC Enterprise Income Tax Law which came into effect on January 1, 2008 and a lower provision for uncertain tax positions in 2008.

Net Income (Loss). As a result of the above, we recorded a net loss of US$0.4 million in 2008, compared to a net income of US$0.3 million in 2007.

Selected Quarterly Results of Operations

The following table presents our unaudited consolidated quarterly results of operations for the six quarterly periods ended June 30, 2010. You should read the following table in conjunction with our audited and unaudited consolidated financial statements and related notes included elsewhere in this prospectus. We have prepared the unaudited condensed consolidated quarterly financial information on the same basis as our audited consolidated financial statements. This unaudited consolidated financial information includes all adjustments, consisting only of normal and recurring adjustments, that we consider necessary for a fair representation of our financial position and operating results for the quarters presented.

	Quarter Ended					
	March 31, 2009	June 30, 2009	September 30, 2009	December 31, 2009	March 31, 2010	June 30, 2010
	(US$, except for percentages)					
Revenues:						
Third-party revenues	2,671,929	2,878,597	3,232,602	5,473,919	5,688,242	6,941,253
Related party revenues	297,560	282,634	282,634	282,707	539,117	1,329,086
Total revenues	2,969,489	3,161,231	3,515,236	5,756,626	6,227,359	8,270,339
Less: business taxes and related surcharges	(152,700)	(168,321)	(208,548)	(308,781)	(360,691)	(479,022)
Net revenues	2,816,789	2,992,910	3,306,688	5,447,845	5,866,668	7,791,317
Operating cost and expenses:						
Cost of revenues	(436,543)	(537,964)	(570,335)	(964,019)	(819,409)	(1,357,085)
Selling expenses	(494,276)	(473,514)	(1,072,003)	(1,128,258)	(931,819)	(1,618,900)
General and administrative expenses	(903,067)	(1,164,411)	(1,105,040)	(1,263,039)	(1,237,919)	(2,542,291)
Other operating income	—	120,181	67,398	42,968	18,577	93,896
Total operating cost and expenses	(1,833,886)	(2,055,708)	(2,679,980)	(3,312,348)	(2,970,570)	(5,424,380)
Income from operations	982,903	937,202	626,708	2,135,497	2,896,098	2,366,937
Other income (expenses):						
Interest income	8,581	11,816	14,327	22,898	18,080	26,015
Other expense	(29)	(9,572)	(2,298)	(3,189)	(24,330)	(52)
Investment income	6,737	6,882	112,582	232,623	107,198	51,602
Gain (loss) on change in fair value of derivative liabilities	(295,000)	(324,500)	(442,500)	265,500	118,000	236,000
Total other income (expenses)	(279,711)	(315,374)	(317,889)	517,832	218,948	313,565
Income before taxes and loss from equity in affiliates	703,192	621,828	308,819	2,653,329	3,115,046	2,680,502
Income tax expense	(228,297)	(201,974)	195,953	(404,437)	(833,765)	(760,233)
Loss from equity in affiliates	—	—	—	—	—	(7,316)
Net income attributable to Noah Shareholders	(474,895)	(419,854)	504,772	2,248,892	2,231,281	1,912,953
Gross Margin	84.5%	82.0%	82.8%	82.3%	86.0%	82.6%
Operating Margin	34.9%	31.3%	19.0%	39.2%	49.4%	30.4%
Net Margin	16.9%	14.0%	15.3%	41.3%	38.0%	24.6%

The following table sets forth our historical unaudited consolidated selected quarterly results of operations for the periods indicated, as a percentage of net revenues.

	Quarter Ended					
	March 31, 2009	June 30, 2009	September 30, 2009	December 31, 2009	March 31, 2010	June 30, 2010
Revenues:						
Third-party revenues	94.9%	96.2%	97.8%	100.5%	97.0%	89.1%
Related party revenues	10.6%	9.4%	8.5%	5.2%	9.2%	17.1%
Total revenues	105.5%	105.6%	106.3%	105.7%	106.2%	106.2%
Less: business taxes and related surcharges	(5.5)%	(5.6)%	(6.3)%	(5.7)%	(6.2)%	(6.2)%
Net revenues	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Operating cost and expenses:						
Cost of revenues	(15.5)%	(18.0)%	(17.2)%	(17.7)%	(14.0)%	(17.4)%
Selling expenses	(17.5)%	(15.8)%	(32.4)%	(20.7)%	(15.9)%	(20.8)%
General and administrative expenses	(32.1)%	(38.9)%	(33.4)%	(23.2)%	(21.1)%	(32.6)%
Other operating income	0.0%	4.0%	2.0%	0.8%	0.3%	1.2%
Total operating cost and expenses	(65.1)%	(68.7)%	(81.0)%	(60.8)%	(50.7)%	(69.6)%
Income from operations	34.9%	31.3%	19.0%	39.2%	49.3%	30.4%
Other income (expenses):						
Interest income	0.3%	0.4%	0.4%	0.4%	0.3%	0.3%
Other expense	0.0%	(0.3)%	(0.1)%	(0.1)%	(0.4)%	0.0%
Investment income	0.2%	0.2%	3.4%	4.3%	1.8%	0.7%
Gain (loss) on change in fair value of derivative liabilities	(10.5)%	(10.8)%	(13.4)%	4.9%	2.0%	3.0%
Total other income (expenses)	(10.0)%	(10.5)%	(9.6)%	9.5%	3.7%	4.0%
Income before taxes and loss from equity in affiliates	24.9%	20.8%	9.3%	48.7%	53.0%	34.4%
Income tax expense	(8.0)%	(6.8)%	5.9%	(7.4)%	(15.1)%	(9.8)%
Loss from equity in affiliates						(0.1)%
Net income attributable to Noah Shareholders	16.9%	14.0%	15.2%	41.3%	37.9%	24.6%

We have experienced continued growth in our quarterly net revenues for the six quarters in the period from January 1, 2009 to June 30, 2010. The growth was mainly driven by the increase in our one-time commissions. During these quarters, we experienced a steady increase in both the number of active clients and the average transaction value per client, which resulted in an increase in the total transaction value of products distributed and hence an increase in our one-time commissions. The growth of our net revenues was also attributable to the expanding base of the outstanding private equity funds products distributed by us. Since we receive recurring services fees over the life cycle of the outstanding private equity funds distributed by us, the expanding base of outstanding private equity funds resulted in an increase in our recurring service fees.

Our quarterly operating cost and expenses have fluctuated in the six quarters in the period from January 1, 2009 to June 30, 2010 and may continue to fluctuate in the future. These fluctuations are attributable to a combination of factors, including changes in the number of our branch offices, the number of our relationship managers, our selling expenses and certain other operating expenses. For example, our selling expenses in the third and fourth quarters of 2009 were substantially higher than

those in the first and second quarters of 2009, primarily because we held more general marketing activities in the second half of the year as compared to the first half of the year. We may continue to experience fluctuations in our quarterly results of operations for a variety of reasons. See “Risk Factors — Risks Related to Our Business and Industry — Our revenues and operating results can fluctuate from period to period, which could cause the price of our ADSs to fluctuate.”

Liquidity and Capital Resources

To date, we have financed our operations primarily through cash generated from our operating activities and the proceeds from the private placement of our series A preferred shares. Our principal uses of cash for the years ended December 31, 2007, 2008 and 2009 and for the six months ended June 30, 2010 were for operating activities, primarily employee compensation and rental expenses. As of June 30, 2010, we had US$17.1 million in cash and cash equivalents, consisting of cash on hand and demand deposits with an original maturity of three months or less from date of purchase. As of June 30, 2010, we had no bank borrowings.

We believe that our current cash and anticipated cash flow from operations will be sufficient to meet our anticipated cash needs, including our cash needs for at least the next 12 months.

The following table sets forth a summary of our cash flows for the periods indicated:

	Years Ended December 31,			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
			US$		
Net cash provided by operating activities	2,059,560	2,372,315	7,120,355	2,294,939	6,230,334
Net cash used in investing activities	(204,508)	(634,593)	(2,742,926)	(1,394,538)	(1,392,246)
Net cash provided by financing activities	2,875,859		—	—	—
Effect of exchange rate changes	156,189	310,974	6,918	116,535	98,251
Net increase in cash and cash equivalents	4,887,100	2,048,696	4,384,347	1,016,936	4,936,339
Cash at the beginning of the period	795,628	5,682,728	7,731,424	7,731,424	12,115,771
Cash at the end of the period	5,682,728	7,731,424	12,115,771	8,748,360	17,052,110

Noah Holdings Limited, our holding company, relies principally on dividends and other distributions on equity paid by our PRC subsidiaries for its cash requirements, but such dividends and other distributions are subject to restrictions under PRC law. See Note 13 “Distribution of Profits” to our unaudited condensed consolidated financial statements for the six months ended June 30, 2009 and 2010.

Operating Activities

Net cash provided by operating activities in the six months ended June 30, 2010 was US$6.2 million, primarily attributable to a net income of US$4.1 million, adjusted by non-cash charges from operating activities of US$1.2 million, which primarily included share-based compensation expenses of US$1.6 million and gain on change in fair value of derivative liability of $0.4 million. Additional major factors that affected operating cashflows in the six months ended June 30, 2010 included an increase in accounts receivable of US$1.0 million due to our revenue growth, and an increase of US$1.4 million in income tax payable due to income tax accrued but not paid in the six months ended June 30, 2010.

Net cash provided by operating activities in 2009 was US$7.1 million, primarily attributable to a net income of US$3.6 million, adjusted by non-cash charges from share-based compensation expenses of US$0.9 million and loss on change in fair value of derivative liabilities of US$0.8 million. Additional factors impacting the operating cashflows included an increase of US$1.1 million in accrued payroll and welfare expenses in line with our increase in headcount in 2009.

Net cash provided by operating activities in 2008 was US$2.4 million, primarily as a result of US$0.4 million net loss, adjusted by non-cash charges from loss on change in fair value of derivative liabilities of US$1.4 million and share-based compensation expenses of US$0.8 million.

Net cash provided by operating activities in 2007 was US$2.1 million, primarily attributable to a net income of US$0.3 million, an increase in uncertain tax position liabilities of US$0.5 million we accrued in relation to whether the computation of taxes should have been based on a deemed profit rate on revenues of Noah Investment and Noah Consulting, and an increase in other current liabilities of US$0.5 million, which mainly related to advances from customers, and share-based compensation expenses of US$0.4 million.

As we typically received one-time commissions and recurring service fees shortly after they accrued, we had very limited account receivables, amounting to US$5,123, US$30,306, US$59,020 and US$237,225 as of December 31, 2007, 2008 and 2009 and June 30, 2010, respectively.

Investing Activities

Net cash used in investing activities for the six months ended June 30, 2010 was US$1.4 million primarily attributable to investments in held-to-maturity securities of US$2.1 million, purchases of property and equipment of US$0.4 million and investment in affiliates of US$0.4 million, while partially offset by proceeds from sale of held-to-maturity securities of US$1.5 million.

Net cash used in investing activities in 2009 was US$2.7 million primarily attributable to fixed income investments of US$2.5 million.

Net cash used in investing activities in 2008 was US$0.6 million attributable to the purchase of property and equipment, mainly computers and leasehold improvements for new branch offices.

Net cash used in investing activities in 2007 was US$0.2 million primarily attributable to the purchase of computers.

Financing Activities

Net cash provided by financing activities in 2007 was US$2.9 million, primarily attributable to the issuance of series A preferred shares of US$3.9 million, partly offset by a distribution of dividends of US$0.6 million and repurchase of ordinary shares of US$0.4 million. We did not have any financing activities in 2008, 2009 and in the six months ended June 30, 2010.

Capital Expenditures

Our capital expenditures were $0.2 million and $0.4 million for the year ended December 31, 2009 and the six months ended June 30, 2010, respectively. We currently do not have any commitment for capital expenditures or other cash requirements other than those in our ordinary course of business.

Contractual Obligations

The following table sets forth our contractual obligations as of June 30, 2010:

	Payment Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(US$ in thousands)				
Operating lease	2,958	1,427	1,501	30	—

Off-Balance Sheet Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. In addition, we have not entered into any derivative contracts that are indexed to our own shares and classified as equity, or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. Moreover, we do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or research and development services with us.

Inflation

Since our inception, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the change of consumer price index in China was 4.8%, 5.9% and (0.7)% in 2007, 2008 and 2009, respectively. Although we have not been materially affected by inflation, we can provide no assurance that we will not be affected in the future by higher rates of inflation in China. For example, certain operating costs and expenses, such as personnel expenses, real estate leasing expenses, travel expenses and office operating expenses may increase as a result of higher inflation. Additionally, because a substantial portion of our assets consists of cash and cash equivalents, high inflation could significantly reduce the value and purchasing power of these assets. We are not able to hedge our exposures to higher inflation in China.

Quantitative and Qualitative Disclosures about Market Risk

Foreign Exchange Risk

Our financial statements are expressed in U.S. dollars, which is our reporting and functional currency. However, we earn substantially all of our revenues and incur substantially all of our expenses in Renminbi, and substantially all of our sales contracts are denominated in Renminbi. We do not believe that we currently have any significant direct foreign exchange risk and have not used any derivative financial instruments to hedge our exposure to such risk. Although in general, our exposure to foreign exchange risks should be limited, the value of your investment in our ADSs will be affected by the exchange rate between the U.S. dollar and the Renminbi because the value of our business is effectively denominated in Renminbi, while the ADSs will be traded in U.S. dollars.

The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in China's political and economic conditions. The conversion of Renminbi into foreign currencies, including U.S. dollars, has been based on rates set by the People's Bank of China. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the Renminbi to the U.S. dollar. Under the revised policy, the Renminbi is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. This change in policy resulted in a more than 20% appreciation of the Renminbi against the U.S. dollar in the following three years. Since July 2008, however, the Renminbi has traded within a narrow range against the U.S. dollar. As a consequence, the Renminbi has fluctuated significantly since July 2008 against other freely traded currencies, in tandem with the U.S. dollar. On June 19, 2010, the People's Bank of China announced that it will allow a more flexible exchange rate for Renminbi without mentioning specific policy changes, although it ruled out any large-scale appreciation. It is difficult to predict how long the current situation may last and when and how Renminbi exchange rates may change going forward. To the extent that we need to convert U.S. dollars we receive from this offering into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we receive from the conversion. Conversely, if we decide to convert Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have a negative effect on the U.S. dollar amounts available to us.

We estimate that we will receive net proceeds of approximately US$ from this offering, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us, based on an initial offering price of US$ per ADS, the mid-point of the price range shown on the cover page of this prospectus. Assuming that we convert the full amount of the net proceeds from this offering into Renminbi, a 10% appreciation of the Renminbi against the U.S. dollar will result in a decrease of RMB (US$) of the net proceeds from this offering. Conversely, a 10% depreciation of the Renminbi against the U.S. dollar will result in an increase of RMB (US$) of the net proceeds from this offering.

Interest Risk

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

Recently Issued Accounting Standards

In June 2009, the FASB issued Accounting Standards Codification 810-10, "Consolidation — Overall" ("ASC 810-10", previously SFAS 167, "Amendments to FASB Interpretation No. 46(R)"). This accounting standard eliminates exceptions of the previously issued pronouncement related to consolidation of qualifying special purpose entities, contains new criteria for determining the primary beneficiary, and increases the frequency of required reassessments to determine whether a company is the primary beneficiary of a variable interest entity. This accounting standard also contains a new requirement that any term, transaction, or arrangement that does not have a substantive effect on an entity's status as a variable interest entity, a company's power over a variable interest entity, or a company's obligation to absorb losses or its right to receive benefits of an entity must be disregarded in applying the provisions of the previously issued pronouncement. This accounting standard will be effective for fiscal years beginning January 1, 2010. We do not believe the adoption of ASC 810-10 will have any significant impact on our consolidated financial statements.

In August 2009, the FASB issued Accounting Standards Update, or ASU, 2009-05, "Fair Value Measurements and Disclosures (Topic 820) — Measuring Liabilities at Fair Value." ASU 2009-05 amends ASC 820-10, "Fair Value Measurements and Disclosures — Overall," for the fair value measurement of liabilities. It provides clarification that in circumstances in which a quoted price in an active market for the identical liability is not available, a reporting entity is required to measure the fair value using (1) a valuation technique that uses the quoted price of the identical liability when traded as an asset or quoted prices for similar liabilities or similar liabilities when traded as assets or (2) another valuation technique that is consistent with the principles of Topic 820. It also clarifies that when estimating the fair value of a liability, a reporting entity is not required to include a separate input or adjustment to other inputs relating to the existence of a restriction that prevents the transfer of the liability. In addition, both a quoted price in an active market for the identical liability at measurement date and the quoted price for the identical liability when traded as an asset in an active market when no adjustments to the quoted price of the asset are required are Level 1 fair value measurements. The provisions of ASU 2009-05 are effective for the first reporting period (including interim periods) beginning after August 28, 2009. Early application is permitted. We do not believe the application of this ASU will have an impact on our consolidated financial statements.

In December 2009, the FASB issued ASU 2009-17, "Consolidations (Topic 810) — Improvements to Financial Reporting by Enterprises Involved with Variable Interest Entities," which amends the ASC for the issuance of FASB Statement No. 167, "Amendments to FASB Interpretation No. 46(R)," issued by the FASB in June 2009. The amendments in ASU 2009-17 replace the quantitative-based risks and rewards calculation for determining which reporting entity, if any, has a controlling financial interest in a variable interest entity with an approach primarily focused on identifying which reporting entity has the power to direct the activities of a

variable interest entity that most significantly impact the entity's economic performance and (1) the obligation to absorb the losses of the entity or (2) the right to receive the benefits from the entity. ASU 2009-17 also requires additional disclosure about a reporting entity's involvement in variable interest entities, as well as any significant changes in risk exposure due to that involvement. ASU 2009-17 is effective for annual and interim periods beginning after November 15, 2009. Early application is not permitted. We do not believe the application of this ASU will have an impact on our consolidated financial statements.

In January 2010, the FASB issued ASU 2010-06, "Fair Value Measurements and Disclosures (Topic 820) — Improving Disclosures about Fair Value Measurements." ASU 2010-06 amends ASC 820 (formerly SFAS 157) to add new requirements for disclosures about (1) the different classes of assets and liabilities measured at fair value, (2) the valuation techniques and inputs used, (3) the activity in Level 3 fair value measurements, and (4) the transfers between Levels 1, 2, and 3. The guidance in ASU 2010-06 is effective for the first reporting period beginning after December 15, 2009, except for the requirement to provide the Level 3 activity of purchases, sales, issuances, and settlements on a gross basis, which will be effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. In the period of initial adoption, entities will not be required to provide the amended disclosures for any previous periods presented for comparative purposes. However, those disclosures are required for periods ending after initial adoption. Early adoption is permitted. We are currently evaluating the impact of adoption on our consolidated financial statements.

INDUSTRY

China's Private Wealth

According to the Heading Report, China's private wealth held by households was the largest in Asia Pacific, excluding Japan, and the fourth largest in the world, totaling approximately US$5.6 trillion in 2009 as measured by investable assets excluding primary residences. China has also been one of the fastest growing and most resilient countries in private wealth in the world in recent years. China's total private wealth is estimated to have grown at a CAGR of 24.8% from 2003 to 2009, compared with a CAGR of 12.5% for the rest of Asia Pacific, excluding Japan, and a CAGR of 4.5% for the world during the same period. During the latest global financial crisis, China's private wealth grew by 8.3% in 2008, while the global wealth declined by 11.7%.

We believe the following factors contributed to the growth and resilience of China's private wealth:

- Rapid and resilient economic growth. China has been the fastest growing major economy in the world, with real GDP growing at an average rate of 10.5% from 2003 to 2009. This strong and resilient economic growth has been the most fundamental driver of China's private wealth growth. The table below sets forth information regarding China's real GDP growth for the periods indicated:

	2003	2004	2005	2006	2007	2008	2009
Real GDP growth (%)	10.0	10.1	10.4	11.6	13.0	9.6	8.7

Source: National Bureau of Statistics of China

- Increasing urbanization and strong income growth. China's urban population has been rising steadily, from 40.5% of the total population in 2003 to 46.7% in 2009, while urban income per capita grew at a CAGR of 13.1% during the same period. The increase in the number of more affluent individuals among the population in China and their income levels, coupled with greater investments greatly drove the private wealth accumulation in China. The table below sets forth information regarding China's proportion of urban population and their per capita income for the periods indicated:

	2003	2004	2005	2006	2007	2008	2009
Urban population (%)	40.5	41.8	43.0	43.9	44.9	45.7	46.7
Urban per capita disposable income (RMB)	8,472	9,422	10,493	11,760	13,786	15,781	17,715
Urban per capita income (US$)[1]	1,024	1,139	1,280	1,475	1,812	2,272	2,514
Year-over-year change (%)	*10.0*	*11.2*	*11.3*	*12.1*	*17.2*	*14.5*	*8.8*

Source: National Bureau of Statistics of China

Note:

(1) The translation from Renminbi to U.S. dollars were made at the yearly average exchange rates of each period indicated, which were calculated from monthly-end rates, as published by the People's Bank of China.

- Vibrant development of private sector economy. The role of the private sector in China's economy has become more significant over the last few years. According to the Organisation for Economic Cooperation and Development, or OECD, private sector contribution to the economy as a percentage of GDP was 50.4% in 1998. It increased to 60.0% in 2009, according to the National Development and Reform Commission, despite the recent global financial crisis. The private sector is the primary driver of growth in China's high net worth population as most high net worth individuals in China are entrepreneurs and first-generation wealth creators. For example, manufacturing, real estate and diversified sectors, where private economy thrives, created approximately 70% of China's most wealthy individuals, according to the Heading Report.

- Asset price appreciation. The rapid and significant appreciation of the assets held by China's households, especially high net worth households, also greatly accelerated China's private wealth increase. According to the Heading Report, approximately 20% of China's private financial assets are in the form of capital market products in 2009. Despite the volatility in the domestic A-share market, equities remain as a source of wealth for part of the population. The Shanghai Stock Exchange Composite Index yearly index level increased from 1,468 in 2003 to 4,238 in 2007, before consolidating to 2,656 as of September 9, 2010. The Shenzhen Stock Exchange Composite Index yearly index level increased from 404 in 2003 to 1,135 in 2007, before consolidating to an average level of 11,465 as of September 9, 2010. The table below sets forth information regarding Shanghai and Shenzhen Stock Exchange Indices for the periods indicated:

	2003	2004	2005	2006	2007	2008	2009
Shanghai Stock Exchange Composite Index (average)	1,467.7	1,482.9	1,153.6	1,629.9	4,237.7	3,031.8	2,765.4
Shenzhen Stock Exchange Composite Index (average)	404.1	379.5	282.6	399.9	1,134.6	896.8	938.6

Source: Annual averages are calculated from daily close prices of the composite index of Shanghai Stock Exchange and Shenzhen Stock Exchange, respectively

China's High Net Worth Population

China's high net worth population is one of the fastest growing in the world with a CAGR of 21.5% between 2003 and 2009, according to the Heading Report, which defines high net worth individuals as those possessing US$1 million or above in investable assets including cash, deposits, stocks, bonds, and other financial assets, but excluding primary residences. The number of millionaires is expected to continue to grow at a CAGR of 15.3% to approximately 800,000 in 2013 from approximately 400,000 in 2009. The average investable assets per high net worth individual is expected to increase from RMB21.0 million (US$3.1 million) in 2009 to RMB24.7 million (US$3.6 million) in 2013.

China ranked fourth in the world in terms of number of high net worth individuals in 2009 and second only to the U.S. in terms of number of billionaires in February 2010, according to the Heading Report.

China's millionaires were on average 39 years old and billionaires were on average 43 years old, which is 15 years younger than the average age of billionaires in other countries and regions, according to the Heading Report.

Out of the 392 million total households in China in 2008, approximately 386,000 households, or approximately 0.1% of the total households, held financial assets with value greater than US$1 million. These 0.1% households controlled approximately 28% of China's total household wealth, or US$1.2 trillion.

China's high net worth individuals could be divided into four types according to their sources of wealth: entrepreneurs, executives and professionals, professional investors, and the independently wealthy.

- *Entrepreneurs*. Most high net worth individuals in China are entrepreneurs in the private sector and first-generation wealth creators. This segment has been and is expected to continue to be the fastest growing segment of China's wealthy.
- *Executives and Professionals*. This relatively smaller group is often better educated and is more knowledgeable about wealth management.
- *Professional Investors*. This group accumulates its wealth by investing in stocks, real estate, and other opportunities. They represent a small portion of the overall high net worth population.

- *The Independently Wealthy*. This group gained their wealth through inheritances or endowments from family members.

China's high net worth individuals' main aspirations, in order of preference, are wealth accumulation, pursuit of higher quality life, and wealth succession. This is consistent with the nature of the first generation wealth creator and their relatively younger age.

In terms of geographic distribution, China's high net worth population is largely concentrated among three core economic regions in China, namely the Yangtze River Delta, the Pearl River Delta and the Bohai Rim. Within these three core areas, five provinces and cities, including Guangdong, Shanghai, Zhejiang, Beijing and Jiangsu are home to approximately 47% of China's high net worth population, according to the Heading Report. China's high net worth population not only resides in national economic centers, such as Beijing, Shanghai, Shenzhen and Guangzhou, but also gathers in smaller cities, such as Wenzhou, Fuzhou, Yiwu, Ningbo, and Foshan where private sector economy is robust.

China's Wealth Management Services Industry

China's wealth management market remains largely a mass market, with little client segmentation and sophisticated product and service differentiation. Key market participants include banks, insurance companies, mutual fund management companies, trust companies and securities companies.

China's wealth management services industry has been fast growing. From 2003 to 2009, total insurance assets increased by more than three times from RMB$912.3 billion (US$134.5 billion) in 2003 to RMB4,063.5 billion (US$599.2 billion) in 2009, according to the China Insurance Regulatory Commission. During the same period, China fund managers' assets under management increased by nearly 17 times from approximately US$20.0 billion to US$337.0 billion. China's trust assets increased to RMB1,897.4 billion (US$279.8 billion) in 2009, and wealth management products managed by banks increased to RMB5.0 trillion (US$737.3 billion) in 2009, according to the Heading Report. In 2009, cash and deposits stood at US$4.3 trillion out of all households' investable assets. As more than 75% of China's private wealth is still allocated to cash and deposits, there is significant potential for the wealth management services industry's growth.

High Net Worth Individual Wealth Management Services Industry

China's high net worth individual wealth management services industry is in an early stage of development, characterized by low market penetration, increasing client awareness, fragmented market, and strong growth potential.

Low market penetration

According to the Heading Report, approximately 80% of China's high net worth individuals manage their own wealth and made investment decisions on their own. High net worth individuals hold less than 40% of their assets in cash and deposits. While they hold significantly more non-cash investments than the average population in China, these investments are largely undifferentiated wealth management products, mainly comprising equities, mutual funds and bank wealth management products.

In terms of supply of wealth management products and services for high net worth individuals, the market is still in an early development stage characterized by a lack of sophisticated products, limited operating experience, and qualified professionals.

Current wealth management products for high net worth individuals in China are mainly trust products, which generally are collateralized investments in projects with infrastructure financing. However, there are more sophisticated products targeting this distinct segment, including private equity products. Further, the services have been broadened to include wealth inheritance planning and lifestyle services.

Furthermore, due to the short history of the wealth management services industry for high net worth individuals, current domestic market participants are still developing the expertise and business model in this area. There is also a very limited supply of qualified and experienced professionals and relationship managers specializing in servicing China's high net worth individuals.

Increasing client awareness

On the demand side, the awareness of private banking and other wealth management services for high net worth individuals is still extremely low among China's high net worth individuals. According to the Heading Report, over 80% of high net worth individuals who are yet customers of private banking are either unaware of or unfamiliar with the concept of wealth management services. This low awareness creates challenges for market participants; however it presents unique and attractive opportunities at the same time.

In China, the latest global financial crisis has, to a certain extent, changed the attitude of high net worth individuals towards specialized wealth management services as we believe there is an increasing trend among them to further understand and utilize private wealth management services, especially onshore services.

- China's high net worth individuals have shown a more risk averse attitude as a result of the financial crisis and are beginning to rely more on wealth management service providers for investment decisions.
- While most of China's high net worth individuals are still unfamiliar with foreign private banking and wealth management services, they have become more cautious towards foreign banks than before the recent financial crisis.

On the other hand, onshore wealth management products for high net worth individuals, such as fixed income products, weathered through the crisis with few incidents of defaults. This affirmed many high net worth individuals' investment preference for onshore products of which they feel they have a better understanding.

Fragmented Market Structure

China's high net worth individual wealth management services industry is fragmented, as most market participants, especially Chinese banks, are still building their brand recognition and developing differentiated and professional operations. Currently, distribution of OTC wealth management products in China has relatively low entry barriers as it does not require government approvals and regulatory licenses in most cases, nor does it require intensive capital investment. In addition, there are no restrictions on foreign ownership of companies engaged in the distribution of OTC wealth management products in China.

The main market participants in the wealth management services industry include domestic commercial banks, foreign private banks , trust companies, and independent wealth managers.

Domestic banks

Domestic banks are relative late comers to the wealth management business. However, by leveraging their extensive branch network and client base, they have approximately 88% market share in terms of accounts opened in the high net worth wealth management services industry in China in 2009. Bank of China was the first domestic bank to formally launch its private banking business in 2007, followed by Industrial and Commercial Bank of China, China Construction Bank, China Merchants Bank and several other commercial banks. They still face the challenges of obtaining the right balance between leveraging their existing high net worth individual resources in the retail network and developing differentiated and professional private-banking operations.

Foreign banks

Foreign private banks, such as HSBC and Standard Chartered, carry a mature private banking business model developed in Europe or the U.S. and they currently have approximately 4% market share in terms of

accounts opened in the high net worth wealth management services industry in China in 2009, according to the Heading Report. Foreign banks' private bankers generally are more experienced in asset allocation and are more knowledgeable. However, foreign private banks are restricted from selling certain domestic products and they lack a domestic customer base.

Domestic Trust companies

Trust companies in China act as trustees over certain assets and issue securities using these assets as collateral. Trust companies are essentially intermediaries between borrowers and investors — they package financial assets such as loans and equities into trusts and distribute those trusts among investors, especially institutional and high net worth individual investors. Trust companies generally have good expertise in wealth management product sourcing and development. Due to the lack of distribution network, trust companies normally use third parties, such as banks and independent wealth managers, to reach investors.

Independent wealth managers

Independent wealth managers are not associated with any product providers or banks, and they generally focus on distribution and have an open architecture offering a variety of third party products. They have approximately 7% market share in the high net worth wealth management services industry in China in terms of accounts opened in 2009, according to the Heading Report. Independent wealth managers help clients select from a wide range of products. Most independent wealth managers are small in scale and only have operations in the cities where they are based.

Independent Wealth Management Services Industry

There is an increasing number of wealth management products for individual investors to choose from, while individuals generally do not have expertise in analyzing these products and managing related risks. There is an increasing demand for independent professional advice on product selection. Furthermore, high net worth individuals in China become more sophisticated in their investment decisions and have more investment choices, they tend to demand tailored services and independent wealth management services, which independent wealth management service providers are uniquely positioned to provide.

As a result, according to the Heading Report, many independent wealth management service providers emerged, sharing the following common characteristics:

- Independent wealth managers in general provide a more comprehensive solution. They generally make the effort to understand clients' needs and seek to help clients achieve specified investment objectives through professional expertise and selections of products.
- Independent wealth managers are in a better position to provide independent and objective financial recommendations and services, as they are not associated with any other financial institutions or product providers.
- Independent wealth managers generally adopt a client-centric model, a key element in achieving client satisfaction and loyalty.

Independent wealth management service providers form a small market segment within the overall wealth management services industry in China. This segment is fragmented, with only a handful of prominent wealth management service providers that have gained critical mass and can provide comprehensive and client-oriented services. Independent wealth management service providers are in a better position to provide independent and objective recommendations and services to high net worth clients as they are not affiliated with any financial institutions or product providers.

Each major independent wealth management service provider tends to have its own niche and focus. While we focus exclusively on high net worth individuals with a nationwide network, other players focus on

distributing only certain specific products, such as insurance products, or providing only financial planning and advice, or targeting a specific segment of clients.

In 2009, the independent wealth management service provider segment has approximately 7% market share in the overall wealth management services industry for high net worth individuals in terms of number of accounts opened and approximately 8% market share in terms of number of clients, according to the Heading Report.

The independent wealth management services industry currently is very fragmented, according to the Heading Report. Independent wealth managers based in China that have strong brand name, extensive product distribution network, and product sophistication are poised to better capitalize on the growth prospect of the wealth management services market in China.

BUSINESS

Overview

We are the leading independent service provider focusing on distributing wealth management products to the high net worth population in China. According to the Heading Report, we ranked as the largest independent wealth management product distributor in China as measured by the number of registered clients and breadth of coverage network in 2009. According to the Heading Report, the number of our registered clients with over RMB3.0 million investable assets accounted for 2.5% of the total number of such clients served by China's wealth management services industry in 2009. We believe that we have established our brand among China's high net worth population as a symbol of independent, personalized and value-added wealth management services and sophisticated product choices.

We provide direct access to China's high net worth population. With over 300 relationship managers in 28 branch offices, our coverage network encompasses China's most economically developed regions where high net worth population is concentrated, including the Yangtze River Delta, the Pearl River Delta and the Bohai Rim. Through this extensive coverage network, we serve three types of clients: (i) high net worth individuals; (ii) enterprises affiliated with high net worth individuals and (iii) wholesale clients, primarily local commercial banks or branches of national commercial banks which distribute wealth management products to their own clients. We refer to the high net worth individuals and enterprises registered with us and the wholesale clients which have entered into cooperation agreements with us as our "registered clients." Since our inception in 2005, the number of our registered clients has grown to 12,353 as of June 30, 2010. We refer to those registered clients who purchased wealth management products distributed by us during any given period as "active clients" for that period. Neither our registered clients nor active clients pay us for our services. The number of our active clients was 926, 1,065, 1,235 and 779 in 2007, 2008 and 2009 and the six months ended June 30, 2010, respectively.

We believe that our product sophistication along with our client knowledge has enabled us to consistently cater to the wealth management needs of China's high net worth population. We distribute OTC wealth management products originated in China. OTC products refer to products that are not traded through exchanges. Our product choices primarily include fixed income products, private equity funds and securities investment funds. Since our inception in 2005, we have distributed over RMB15.5 billion (US$2.3 billion) worth of wealth management products in aggregate. Through our product selection process and rigorous risk management, we choose products from a wide array of third-party wealth management products. To date, we have distributed products of nearly 50 third-party product providers. We have also begun to develop proprietary and innovative wealth management products, starting with a RMB501 million (US$73.9 million) fund of private equity funds in May 2010. We intend to continue to explore new product opportunities.

We generate revenues primarily from one-time commissions and recurring service fees paid by third-party product providers or, for the majority of fixed income products, by the underlying corporate borrowers. Such commissions and service fees paid by third-party product providers or underlying corporate borrowers are calculated based on the value of wealth management products we distribute to our active clients, even though our active clients do not directly pay us any such commissions or fees. We deliver to our high net worth clients a continuum of value-added services before, during and after distribution of wealth management products. These services include financial planning, product analysis and recommendation, product and market updates and investor education. We do not charge our clients fees for these services. Our one-time commissions accounted for 78.6% and 78.2% of our net revenues in 2009 and the six months ended June 30, 2010, respectively, and our recurring service fees accounted for 21.4% and 21.8% of our net revenues in 2009 and the six months ended June 30, 2010, respectively.

China's high net worth population grew at a CAGR of 21.5% from 2003 to 2009, as a result of its rapid economic growth and unprecedented wealth creation, according to the Heading Report. China's private wealth was the largest in Asia Pacific, excluding Japan, totaling approximately US$5.6 trillion in 2009, according to the Heading Report. The wealth management services industry in China, however, is at an early stage of development and highly fragmented. We intend to capitalize on the market opportunities by further solidifying

our leading market position, enhancing our brand recognition, expanding our client base and coverage network, deepening our client penetration and continuing product innovation.

Our business has grown substantially since our inception in 2005. Our coverage network increased from six relationship managers in one city in 2005 to 285 relationship managers in 24 cities as of June 30, 2010, while total number of registered clients increased from 930 to 12,353 during the same period. In particular, we achieved significant growth amid the financial crisis in 2008, which we believe reflects the quality of our product choices and services and the increasing wealth management needs of China's high net worth population. The table below sets forth information relating to the level of select market indices as of the last day of each of the periods presented and our certain performance indicators for each of the periods presented:

	Years Ended and As of December 31,						Six Months Ended and as of June 30,	
	2007		2008		2009		2010	
	Statistics	Year-over-year change(%)	Statistics	Year-over-year change(%)	Statistics	Year-over-year change(%)	Statistics	Period-over period change (%)
Standard & Poor's 500 Composite Index[1]	1,468	3.5	903	(38.5)	1,115	23.5	1,031	12.2
Shanghai Stock Exchange Composite Index[1]	5,262	96.7	1,821	(65.4)	3,277	80.0	2,398	(19.0)
Our total transaction value (RMB in millions)	1,018	258.8	3,154	209.9	5,574	76.8	5,175	134.3
Number of our registered clients	3,089	70.1	6,606	113.9	9,641	45.9	12,353	48.1
Number of our active clients	926	180.6	1,065	15.0	1,235	16.0	779	26.7

Note:

(1) Annual close prices of respective composite indices.

We have experienced substantial growth in recent years. For the past three years, our net revenues increased from US$3.2 million in 2007 to US$8.4 million in 2008, and to US$14.6 million in 2009, representing a CAGR of 113.6%. For the six months ended June 30, 2010, our net revenues amounted to US$13.7 million, as compared to US$5.8 million for the six months ended June 30, 2009. We recorded a net income of US$0.3 million in 2007, a net loss of US$0.4 million in 2008, a net income of US$3.6 million in 2009 and a net income of US$4.1 million for the six months ended June 30, 2010. The net income amounts have included the impact of non-cash charges relating to the changes in the fair value of derivative liabilities associated with the conversion and change-in-control put option features of our series A preferred shares and share-based compensation in an aggregate amount of US$0.5 million in 2007, US$2.1 million in 2008, US$1.7 million in 2009 and US$1.2 million for the six months ended June 30, 2010.

Our company is a holding company and we operate our business through our PRC subsidiary, Noah Rongyao, our variable interest entity, Noah Investment, and their respective subsidiaries in China. While Noah Rongyao and its subsidiaries conduct most of our businesses, we conduct our insurance brokerage business exclusively through Noah Investment and its subsidiaries. We exercise effective control over the operations of Noah Investment pursuant to a series of contractual arrangements, under which we are entitled to receive substantially all of its economic benefits. Noah Rongyao and Noah Investment respectively contributed to 38.8% and 61.2%, respectively, of our total revenues in 2009 and 82.2% and 17.8%, respectively, of our total revenues in the six months ended June 30, 2010.

Our Strengths

We believe that the following competitive strengths contribute to our success and differentiate us from our competitors:

Leading Market Position with Strong Brand Recognition. We believe that we were one of the first independent service providers distributing wealth management products in China. We are the largest independent

wealth management product distributor in China as measured by the number of registered clients and breath of coverage network, accounting for 2.5% of the total number of registered clients with over RMB3.0 million investable assets served by China's wealth management services industry in 2009, according to the Heading Report. Since our inception in 2005, we have distributed wealth management products with an aggregate value of RMB15.5 billion (US$2.3 billion), while the number of our clients increased from 930 in 2005 to 12,353 as of June 30, 2010. We believe we have established our brand among China's high net worth population as a symbol of independent, personalized and value-added wealth management services and sophisticated product choices. Our leading market position will enable us to capitalize on the opportunities generated by the rapid growth of China's high net worth population.

Extensive and Targeted Coverage Network. We have established an extensive coverage network consisting of over 300 relationship managers and branch offices strategically located in 27 affluent cities in China, including national economic centers and regional centers known for their well-developed private sectors and wealthy entrepreneurs. The geographic reach of this network targets China's most economically developed regions where high net worth population is concentrated, including the Yangtze River Delta, the Pearl River Delta and the Bohai Rim. We have accumulated valuable know-how in cultivating new markets and developing new clients, which enables us to expand our coverage network efficiently. Our relationship managers are selected from experienced professionals and top university graduates. Through systematic in-house training programs tailored to our business, we equip our relationship managers with product knowledge and marketing skills. Our extensive coverage network provides direct access to China's high net worth population.

Client-Centric Culture and Institutionalized Client Service Structure. We have fostered a client-centric corporate culture which we believe is a significant competitive differentiation in China's wealth management services industry. We strive to provide our clients with independent value-added wealth management services. We deliver a continuum of value-added services, including investor education, financial planning, product analysis and recommendation and product and market updates, before, during and after any distribution of wealth management products. We have also implemented an institutionalized client service structure, which emphasizes the centralized client service functions at our headquarters in Shanghai, including product sourcing and selection, risk management, hiring and standardized training of relationship managers as well as core client cultivation and servicing. These services are complemented by our call center and online services platform capabilities and our relationship managers, who are responsible for interacting with clients and understanding their objectives and risk profiles. We believe that our institutionalized client service structure is a key to maximizing our client satisfaction and retention. Approximately 60% of our clients come through referrals from existing clients, attesting to the quality and effectiveness of our client services.

Demonstrated Value-Added Product Sophistication. We focus on wealth management products catering to the needs of high net worth population. Our product choices consist exclusively of OTC products, a majority of which is fixed income products designed to achieve financial security and capital preservation for our clients. Since our inception, we have built up in-house research capabilities and developed expertise in the design, sourcing, selection and innovation of wealth management products, leading to our sophisticated product choices.

Product Sourcing and Design. We focus primarily on OTC wealth management products and have established extensive relationships with 49 product providers in China. To source tailor-made wealth management products catering to our clients' needs, we work closely with product providers at the product design stage and participate in product design and innovation. To date, approximately 90% of the products that we distributed have incorporated features based on our input. We usually enjoy exclusive rights to distribute wealth management products that we have helped design and we are able to distinguish the products we distribute from those of our competitors.

Product Selection. We have developed a product selection process emphasizing rigorous risk management and a periodic strategic alignment. We hold quarterly research meetings to formulate our product strategy which guides our research analysts in their in-depth product due diligence. Our analysts then select a small percentage

of these products that meet our standards for review and final selection by our internal risk management committee. In 2009, out of about 1,000 products initially identified, we selected 65 for our product choices. We believe prudent risk management practices along with periodic strategic alignment are two of the key reasons why the products we distributed provide safer investment options and achieve superior returns for our clients. Our fixed income products, which represent approximately 50% of the products we distribute to date, have had zero default rate since our inception.

Product Innovation. We have taken advantage of our product expertise and client knowledge to develop innovative products. We believe we are one of the first in China to distribute limited partnership interests in RMB-denominated private equity funds. To date, through our services, our clients have committed a total of approximately RMB5.0 billion (US$737.3 million) in 11 private equity funds sponsored by leading fund managers, such as Sequoia Capital. In addition, we have also begun to develop and distribute our proprietary, innovative wealth management products, starting with a fund of private equity funds in May 2010, which we believe was the first of its kind in China.

Our strong capabilities in product design, sourcing, selection and innovation enable us to provide a broad spectrum of product choices, which enhance our proposition for our clients. In addition, our proven product distribution track record and strong product capabilities provide our suppliers and corporate borrowers with a trusted and efficient distribution channel, which enables us to further strengthen our business relationships with them.

Highly Efficient Operating Model Creating Best Economics for Our Clients. Our highly efficient operating model, which allows us to shorten the supply chain and achieve economies of scale, helps us create the best economics for our clients. We enjoy a streamlined internal corporate structure, where we operate as a one-stop wealth management service provider, sourcing wealth management products directly from product providers and distributing chosen products to our high net worth clients. Our distribution model eliminates unnecessary steps in the supply chain and the related expenses so that our clients can obtain favorable economic terms. Furthermore, our headquarters provide operational support in product research, risk management, sales and marketing support to our branch offices. We can achieve economies of scale as we expand our coverage network, further accruing benefits for our clients.

Visionary Management Team with Proven Execution Track Record. We have benefited from the vision of our founders, including our chairman and chief executive officer, Ms. Jingbo Wang, and our director and vice president, Mr. Zhe Yin, who were the pioneers of China's independent private wealth management distribution industry and have led us to capture the opportunities that China's large and fast growing high net worth population generated for the industry. Since our inception in 2005, we have expanded to 28 branch offices with more than 300 relationship managers. We believe our early-mover advantage and successful execution in the fast changing wealth management services industry in China will continue to be crucial to our success. We will continue to benefit from our senior management team's extensive industry knowledge, proven execution capability, understanding of the wealth management needs of China's high net worth population and clear vision for our future development.

Our Strategies

We aspire to become the most trusted wealth management brand among China's high net worth population. To achieve this goal, we intend to leverage on our existing strengths and pursue the following strategies:

Further Enhance Our Brand Recognition Among High Net Worth Population in China. We believe that brand recognition is critical for the further growth of our business. To enhance our brand recognition, we plan to continue to focus on client satisfaction through vigorous product research and selection and continuous effort on investor education. We also intend to continue systematic marketing activities including high-profile industry conferences, seminars and workshops. When carrying out our marketing initiatives, we intend to continue to cooperate with local chambers of commerce, luxury and fashion brands, alumni associations of top universities and high-profile entrepreneurs as well as local governments, in order to enhance the profiles and attractiveness of such events.

Expand Our Coverage Network and Deepen Client Penetration. We plan to expand our coverage network by increasing the number of branch offices in some of the major cities where we already have a presence, including Beijing and Shanghai, and by opening new offices in additional cities which we believe present significant potential for business opportunities due to their concentrated or emerging high net worth population. We plan to open up to 30 new branch offices by the end of 2011. We intend to rely on organic growth to achieve such expansion in order to maintain our culture while expanding. We will recruit additional qualified relationship managers, who are our employees rather than external agents, and provide more systematic training on product knowledge and marketing skills to enhance the productivity of our relationship manager team. In addition, we will continue to deepen our client penetration and attract our clients to allocate increased portions of their investable assets in the products we distribute by continuing to improve our client services and product choices.

Broaden Our Client Base to Increase Addressable Markets. While distribution to high net worth individual clients will remain our core business, we intend to leverage our existing individual client base to further develop our enterprise client base, given that over 70% of our individual clients own or control small and medium enterprises, or SMEs. We intend to attract these potential clients by offering some of our fixed income product choices which address cash management needs of SMEs. In addition, we intend to further increase our distribution to wholesale clients. Our wholesale clients are primarily local commercial banks and branches of national commercial banks which distribute wealth management products to their own private banking clients. They often lack in-house product and risk management expertise and tend to rely on reputable third parties for such expertise. We intend to strengthen our relationships with wholesale clients by providing them with staff training and other services so that we can reach a broader range of retail investors, many of whom are high net worth individuals, through their retail network.

Continue Product Innovation to Enhance Our Value Proposition to Clients. Our principle in product innovation is to develop products that do not compete with the product offerings of third party product providers. Guided by this principle, we will further enhance our product innovation capabilities to provide unique and personalized products to suit the needs of our clients. We will continue to participate in the design of wealth management products offered by our product providers. We also plan to continue to invest internal resources to develop our proprietary fund of funds products and to replicate the architecture we have developed for funds of private equity funds to cover other underlying asset classes, such as investment funds focusing on fixed income products.

Enhance Our IT Infrastructure and Proprietary Database. IT infrastructure is a core component of our business operations, which supports our client relationship management system and product database for research and development. We plan to continue to invest in our IT infrastructure by adding new features and functionalities and by improving existing software and IT modules. Since 2010, we have built a proprietary database of China's OTC wealth management products based on our knowledge, experience and information accumulation, which is used in and integrated with our product sourcing, selection and innovation process. We will continue to develop this database. Our improved IT infrastructure and proprietary database will enable us to scale up our business and maintain consistent service quality as we further expand our coverage network and client base.

Our Clients

We define our addressable high net worth markets as three categories of clients: (i) high net worth individuals, (ii) enterprises affiliated with high net worth individuals and (iii) wholesale clients. Our primary business is distribution to high net worth individual clients, which contributed to approximately 81.2% of our revenues in 2009, while our distribution to enterprise clients and distribution through wholesale clients have been expanding, accounting for 12.6% and 6.2%, respectively, of our revenues in the same period. For the six months ended June 30, 2010, our distribution to high net worth individual clients and enterprise clients and distribution through wholesale clients contributed to approximately 79.0%, 14.1% and 6.9%, respectively, of our total revenues.

The table below sets forth selected statistics of our three categories of clients for or at the end of the periods indicated:

	Number of registered clients as of		Number of active clients as of		Total transaction value in	
	December 31, 2009	June 30, 2010	December 31, 2009	June 30, 2010	2009	Six months ended June 30, 2010
					(RMB in millions)	
Individual clients	9,512[1]	12,134[1]	1,169	719	4,181	3,410
Enterprise clients	122[2]	202[2]	59	46	1,212	1,052
Wholesale clients	7[3]	17[3]	7	14	182	713
Total	9,641	12,353	1,235	779	5,574	5,175

Notes:

(1) Represents the aggregate number of our registered individual clients.

(2) Represents the aggregate number of our registered enterprise clients.

(3) Represents the number of wholesale clients that have entered into cooperation agreements with us.

High Net Worth Individual Clients

We accept high net worth individuals interested in receiving our services as our registered individual clients. Currently, we expect a high net worth individual to have investable assets (excluding primary residence) with an aggregate value exceeding RMB3.0 million (US$0.4 million) to become a registered individual client, although our registered individual clients often have higher level of wealth. In recent years, we have been raising the required level of investable assets when we target high net worth individuals in order to focus our resources on serving the high-end segment of China's high net worth population.

The number of our registered individual clients increased from 3,082 as of December 31, 2007 to 9,512 as of December 31, 2009 and further to 12,134 as of June 30, 2010. The number of registered individual clients who have purchased products distributed by us increased from 1,708 as of December 31, 2007 to 3,129 as of December 31, 2009. As of June 30, 2010, the number of registered individual clients who purchased products distributed by us was 3,463.

The high net worth population in China tends to be young in age, reflecting favorable demographics as a result of China's rapid economic development and the expansion of its private sectors. As of June 30, 2010, more than 69.4% of our registered individual clients were below the age of 50. This will enable us to develop and maintain long-term relationships with these clients and enjoy significant client retention. Our top 10 registered individual clients purchased approximately 5.8% and 7.9% of the aggregate value of wealth management products we distributed in 2009 and the six months ended June 30, 2010.

We mainly target the following high net worth individuals as potential clients: (i) business owners, (ii) professionals and (iii) executives and other affluent individuals. By providing personalized, value-added wealth management services to our registered individual clients on a no-charge basis, we seek to build a loyal client base with long-term relationships. We believe approximately 60% of our registered individual clients have come through referrals from existing clients.

As part of our risk management practice, we operate a strict client due diligence and registration process. Our relationship managers meet with individuals seeking to become our registered individual clients and guide them to complete application forms and standard "know your client" questionnaires. Such questionnaires are designed to collect a wide array of personal and financial information, from the individuals' professional background and investment experience to their level of investable assets and risk tolerance. Our client service department conducts telephone interviews with the individuals to verify the information provided before

registering such individuals. We update our list of registered clients on a daily basis to reflect material changes in our registered client pool. Once an individual or an enterprise becomes our registered client, a designated relationship manager is appointed to manage this account. The relationship manager will check in with the client regularly and provide consultation services to the client even if the client has not purchased any wealth management products we distribute. Our relationship manager follows up with a registered client to complete questionnaires in order to update the client's risk profile and investment preferences on an annual basis. A registered client can remain our client without purchasing products distributed by us for as long as such client continues to meet our investable assets requirement. We offer standard services to our registered clients and do not discontinue offering services to any registered client as long as such client remains registered with us.

Enterprise Clients

We extended the distribution of wealth management products to enterprises, primarily SMEs. We define SMEs as enterprises that generate annual revenues of no more than RMB300 million (US$44.2 million). We believe this is synergistic with our distribution to high net worth individuals because over 70% of our registered individual clients own or control SMEs, a rapidly growing business segment in China. As SMEs in China have an increasing need to manage their cash assets, they become increasingly interested in wealth management services. We register enterprises interested in receiving our services as our registered enterprise clients. We employ a client due diligence and registration process for our enterprise clients, which is similar to that for our individual clients. The number of our registered enterprise clients has increased rapidly in recent years and reached 202 as of June 30, 2010. In the six months ended June 30, 2010, registered enterprise clients purchased RMB1,052 million (US$155.1 million) worth of wealth management products through us, accounting for 20.4% of the aggregate value of wealth management products that we distributed during the same period.

Wholesale clients

We distribute products and provide services to wholesale clients. Our wholesale clients are primarily local commercial banks and branches of national commercial banks which distribute wealth management products to their own clients. They often lack in-house product and risk management expertise and tend to rely on reputable third parties for such expertise. Pursuant to cooperation agreements between us and our wholesale clients, the wholesale clients agree to forge a strategic cooperation relationship with us. Such strategic cooperation relationship generally covers areas such as regular meetings and exchange of information, training of employees of the wholesale clients and joint marketing efforts to distribute wealth management products. In serving wholesale clients, we operate as a wholesaler of wealth management products. Through the retail network of our wholesale clients we are able to reach a broader range of retail investors, many of whom are high net worth individuals. In the six months ended June 30, 2010, we distributed RMB713.0 million (US$105.1 million) worth of wealth management products through our wholesale clients, accounting for 13.8% of the aggregate value of wealth management products that we distributed during the same period.

Our Coverage Network

We have direct access to the high net worth population in China. As of the date of this prospectus, our extensive coverage network consisted of over 300 relationship managers and 28 branch offices, which receive comprehensive operational support from our headquarters in Shanghai.

Branch Offices and Headquarters

Our branch offices are strategically located in 27 affluent Chinese cities, covering the most economically developed regions in China, including the Yangtze River Delta, the Pearl River Delta and the Bohai Rim. Our strategy is to open branch offices at locations with concentrated high net worth population and active private sectors. The cities where we have opened branch offices include national economic centers such as Beijing, Shanghai and Guangzhou and some of the regional cities known for their well-developed private sectors and wealthy entrepreneurs, such as Wenzhou and Yiwu in Zhejiang province.

The map below shows the distribution of our branch offices as of the date of this prospectus:

The table below sets forth selected statistics of our coverage network by regions as of the date of this prospectus:

Regions	Number of branch offices
Yangtze River Delta	15
Pearl River Delta	6
Bohai Rim	4
Other Regions	3
Total	28

Each of our branch offices is equipped with meeting rooms, client-management IT systems and other standard facilities, and staffed with relationship managers dedicated to serving high net worth individual clients. We also staff each of our branch offices with relationship managers focusing on serving enterprise and wholesale clients residing or located in the relevant city and its vicinities.

We achieve increasing economies of scale as our coverage network expands. Our headquarters provide a uniform platform of centralized support function to our branch offices. These support functions range from client acquisition strategies, product research and development and relationship manager training to risk management, IT support and other back office functions.

Relationship Managers

We have relied on, and expect to continue to rely on, organic growth in the expansion of our coverage network. We believe our corporate culture is one of our competitive strengths and in order to preserve this our relationship managers are recruited as our employees rather than external agents. Our relationship managers are

an inherent part of our institutionalized client service structure and play critical roles in our building and maintaining long-term relationships with clients. We place a significant emphasis on recruiting, training and motivating our relationship managers. The number of our relationship managers has increased significantly as a result of the growth of our business and expansion of our coverage network. As of June 30, 2010, we had 285 relationship managers nationwide, compared to 192 as of December 31, 2009.

We seek to recruit relationship managers who are approachable and knowledgeable. We mainly target three categories of candidates: (i) financial professionals with entrepreneurship, management experience and marketing abilities; (ii) non-financial professionals with extensive experience in other industries, who have exhibited entrepreneurship, client service experiences and active social connections; and (iii) graduates of top universities with solid academic backgrounds and strong desire to learn.

We provide systematic and continuous training programs to our relationship managers, including new hire training, mentor programs and regular training sessions designed for different positions. In these training programs, the relationship managers will receive extensive and intensive training in investment knowledge and marketing skills from our in-house training specialists and senior management members. In some cases, such in-house programs are supplemented by training provided by external sources, such as executive programs of top ranking business schools in China. In addition, we provide our relationship managers with product-specific training upon the launch of any new products to ensure their adequate disclosure and compliance in distributing new products.

Our relationship managers are compensated by a combination of base salary and performance-based commissions. A relationship manager's performance is determined not only by the total value of wealth management products he or she distributes and the number of clients he or she covers, but also by complying with internal guidelines and meeting client satisfaction metrics. The compensation of our individual relationship managers is not tied to any specific wealth management products distributed by us. We grant share options to our top ranking relationship managers. We believe that our compensation mechanism, which emphasizes compliance with our internal guidelines and focus on client satisfaction as well as productivity, better aligns the interests of our relationship managers with those of our clients.

Our Product Choices

Our product choices currently consist exclusively of OTC products originated in China and designed to cater to the needs of high net worth population. We market and distribute the following categories of products supplied by third party product providers, based on the underlying assets class:

- fixed income products, mainly including collateralized fixed income products sponsored by trust companies and other products that provide investors with fixed rates of return;
- private equity funds products, including investments in private equity funds sponsored by domestic and internal fund management firms;
- securities investment funds, which are privately raised funds investing in publicly traded stocks; and
- investment-linked insurance products.

Currently approximately 50% of the products we distribute consist of fixed income products designed to achieve financial security and capital preservation for our clients. The table below summarizes certain information relating to the transaction value of the different types of products that we distributed during the periods indicated:

	Years Ended December 31,						Six Months Ended June 30,	
	2007		2008		2009		2010	
	RMB in millions	%	RMB in millions	%	RMB in millions	%	RMB in millions	%
Product type								
Fixed income products	195	19.2%	1,978	62.7%	3,612	64.8%	2,551	49.3%
Private equity fund products	24	2.3%	772	24.5%	1,594	28.6%	2,605	50.3%
Private securities investment funds and investment-linked insurance products	799	78.5%	404	12.8%	368	6.6%	18	0.3%
All products	**1,018**	**100%**	**3,154**	**100%**	**5,574**	**100%**	**5,174**	**100%**

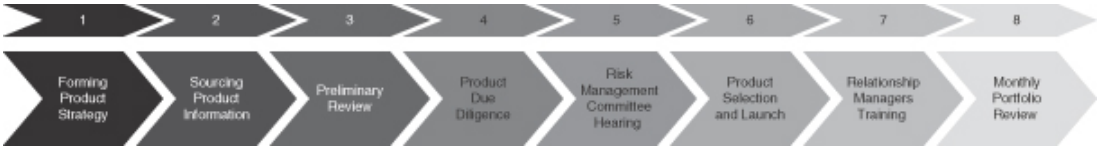
Among the fixed income products we distribute, wealth management products that have real estate or real estate-related business as their underlying assets accounted for 41% and 86% of the total transaction value of all fixed income products we distributed in 2009 and the six months ended June 30, 2010, respectively. Among the private equity fund products we distribute, wealth management products that have real estate or real estate-related business as their underlying assets accounted for 41% and 18% of the total transaction value of all fixed income products we distributed in 2009 and the six months ended June 30, 2010, respectively.

While OTC products will remain the core products we distribute, we intend to diversify our product choices and distribute non-OTC products, such as exchange-traded funds or other publicly traded wealth management products. Currently we are in the process of applying for the license for sale of exchange-traded funds.

Further to the distribution of third-party wealth management products, we have recently launched our proprietary fund of funds products. In May 2010, we successfully raised approximately RMB501.0 million (US$73.9 million) for our first private equity fund of funds.

Product Selection and Design

We believe that our expertise in selecting wealth management products is crucial to our success as a value-added service provider and is one of our key competitive advantages. Our product selection is fundamentally guided by our wealth management philosophy that the primary goal of wealth management is capital preservation followed by capital appreciation. Based on this philosophy, we have developed a selection process embracing periodic strategic alignment and rigorous risk management. The following diagram illustrates our product selection process:



The above diagram illustrates our product selection procedures which are applied on a repeated and continuous basis. In 2009, we conducted preliminary review of over 1,000 wealth management products initially identified and engaged in due diligence on 325 of them, out of which 136 were submitted to risk management committee hearings and only 65 were eventually included in the products we distributed.

A key aspect of our product selection process is risk management, in which our internal risk management committee plays a key role. Following preliminary review of and in-depth due diligence on initially identified

products, our research analysts present their analysis and conclusions to the risk management committee, which makes the ultimate decision. Our risk management committee consists of our senior management members and acts pursuant to strict internal policies.

In order to supplement our risk management policies, we also review the overall risk exposure of our product choices in terms of composition of underlying asset classes, collateralization level and other key metrics on a monthly basis. These reviews help provide guidance for subsequent product sourcing and selection and enable us to align our product strategy with the prevailing market condition in a timely fashion. To date, the fixed income products distributed by us have had zero default rate. We believe this reflects the effectiveness of our product selection procedures.

To source tailor-made wealth management products catering to our clients' investment needs, we work closely with product providers and the ultimate corporate borrower and play an active role in the product designing process. We often help corporate borrowers with financial needs structure their debt financing as fixed income products to be issued by third-party product providers, typically trust companies in China. To date, approximately 90% of the products distributed by us have incorporated features we design. As we usually enjoy exclusive rights to distribute wealth management products with our design, we are able to differentiate our product choices from those of our competitors.

Product Innovation

We have taken advantage of our product knowledge and understanding of our clients' investment needs to engage in product innovation. For example, we have distributed to our clients limited partnership interests in 11 RMB-denominated private equity funds sponsored by leading fund managers, such as Sequoia Capital, involving a total value of RMB5.0 billion (US$737.3 million).

In addition, we have developed and offered innovative, proprietary products. In May 2010, we successfully closed the offering of a fund of private equity funds, raising RMB496 million from our clients, which is managed by us and which we believe was the first of its kind in China. This fund was formed as a limited partnership with us as the sole general partner, while the investors as limited partners. We, as the general partner, are solely responsible for managing the properties of, and making investment decisions for, the partnership. We believe this fund of funds product not only helps our high net worth clients achieve further diversification in their asset allocation, but also makes private equity a more accessible asset class for a wider percentage of our clients.

We plan to continue to invest internal resources to develop our proprietary fund of funds products and to replicate the architecture we have developed for funds of private equity funds to cover other underlying asset classes, such as investment funds focusing on fixed income products.

Our Relationships with Product Providers and Corporate Borrowers

We have established extensive business relationships with reputable third-party product providers and corporate borrowers in China in connection with our distribution of wealth management products.

Product Providers

We define product providers as the issuers of wealth management products, with which our clients enter into contractual arrangements to purchase products. The product providers we deal with encompass a variety of financial institutions, mainly including trust companies, commercial banks, private equity firms, real estate fund managers and insurance companies. To date, we have distributed products provided by nearly 50 product providers in China.

Among the various product providers, trust companies supply the majority of the wealth management products distributed by us. Trust companies in China are a type of financial institution regulated by the China Banking Regulatory Commission and which provide wealth management products mostly in the form of "collective fund trust plans," or trust plans. Current PRC laws and regulations allow qualified investors to subscribe to a trust plan. See "Regulations — Regulations on Trust Products." Under a trust plan, the trust company receives funds from the subscribers and invests in pre-disclosed assets or projects to generate returns for the subscribers.

To date, we have worked with almost all major trust companies in China. Most of the fixed income products and a portion of the securities investment fund products distributed by us were in the form of trust plans. Under fixed income products, trust companies typically use the entrusted funds to provide debt financing to corporate borrowers and distribute interest income and principal payment to the plan subscribers according to pre-determined schedules. In the case of securities investment fund products, trust companies will engage investment fund managers as their advisors and use the entrusted funds to purchase publicly traded stocks or other securities recommended by their advisors.

Corporate Borrowers

In distributing fixed income products, we often have relationships with the ultimate corporate borrowers, which receive proceeds from the relevant product providers. Although the product providers are the issuers of the fixed income products, the origination of these products is often driven by the fund raising plans of the ultimate corporate borrowers. In order to source tailor-made wealth management products to enhance our product choices, we often work directly with companies in need of debt financing and assist them in designing fixed income products, which are ultimately issued by product providers. Although we do not directly generate revenues from providing such assistance to corporate borrowers, we believe our relationships with them are important for enhancing our product sourcing capability.

Distribution Arrangements

Our distribution of wealth management products are typically governed by service agreements entered into with the product providers or corporate borrowers, depending on the nature of the wealth management products being distributed and the specific situation.

For fixed income products, we enter into service agreements with the ultimate corporate borrowers for the majority of these products. For other products, we typically enter into service agreements with the product providers.

Our service agreements usually expire upon the expiration of the underlying wealth management products. Under these agreements, we typically undertake to provide the counterparty with services relating to our clients' purchase of the relevant products. Such services typically include providing our clients with information on the relevant products, evaluating the financial condition and risk profiles of those clients who desire to purchase the relevant products, assessing their qualification for the purchase, educating them on the documentation involved in the purchase as well as furnishing other assistance to facilitate their transactions with the product providers. Under our services agreements with respect to private equity fund products and certain securities investment fund products, we also undertake to assist the product providers to maintain investor relationships by providing our clients who have purchased the relevant products with various post-purchase services.

We do not handle our clients' funds or payment or otherwise process transactions between our clients and product providers. When our clients decide to purchase a product, we notify the relevant product provider and our client completes the transaction with, and makes payment to, the product provider directly.

For all wealth management products, we are entitled to receive one-time commissions, calculated as a percentage of the total value of products purchased by our clients, from the counterparties under the relevant service agreements. Except for fixed income products, generally we also receive recurring services fees in addition to one-time commissions for the products distributed by us where we are engaged by the product

providers to provide recurring services to our clients who have purchased the relevant products. In the case of private equity fund products, we receive recurring service fees over their life cycle, calculated as a percentage of the total value of investments in the underlying funds distributed by us to our clients. For securities investment funds and investment-linked insurance products, our recurring service fees are typically calculated as a percentage of the net asset value of the portfolio underlying the products purchased by our clients at the time of calculation, which is generally done on a daily basis.

Our service agreements include standard confidentiality provisions prohibiting unauthorized disclosure of our clients' information as well as stand-still provisions prohibiting the counterparties from contacting our clients to offer any services without our prior consent.

Our Client Services

In conjunction with the distribution of wealth management products, we provide our clients with a continuum of value-added services before, during and after distribution of wealth management products. As we are not affiliated with any of the third party product providers, we provide independent, professional wealth management recommendations and services to our clients. We believe that our success depends on the delivery of comprehensive, continuous, sophisticated, personalized and professional services to our clients. We have also implemented an institutionalized client service structure, which emphasizes the centralized client service functions at our headquarters in Shanghai, including product sourcing and selection, risk management, hiring and standardized training of relationship managers as well as core client cultivation and servicing. These services are complemented by our call center and online services platform capabilities and our relationship managers, who are responsible for interacting with clients and understanding their objectives and risk profiles. Our institutionalized client service structure is a key to maximizing our client satisfaction and retention. We believe approximately 60% of our registered clients come through referrals from existing clients, which reflects the quality and effectiveness of our client services.

Our client service consists of comprehensive services provided on a no-fee basis throughout our high net worth individual clients' investment process, including the following aspects:

Financial Planning. We assign a dedicated relationship manager to each client, who provides the client with day-to-day wealth management recommendations and services. Through frequent and in-depth client communications, our relationship managers analyze and assess financial condition, past investment experiences, risk profiles and investment goals of clients and provide them with personalized asset allocation plans. They also provide clients with on-going financial planning consultations and provide recommendations to clients on adjusting their financial plans in response to economic and market conditions. In addition, our branch office directors and customer service department at our Shanghai headquarters conduct regular assessments of clients' portfolios, while our core client department conducts quarterly reviews with our core high net worth individual clients, i.e. the top 20% clients in terms of transaction value.

Asset Allocation. We assist our clients with their asset allocation in accordance with their financial plans risk profiles by introducing them to our product choices and assisting them in making the purchase decision. Our clients are the final decision makers and we require our relationship managers to follow strict disclosure and compliance procedures to ensure clients purchase products on an informed basis. When a client decides to purchase any products that we distribute, we notify the relevant product provider of the intention of such client after verifying the client's eligibility to purchase the products. The client then completes the transactions with the product providers directly.

We do not provide managed accounts to our clients, and we do not accept authorization or instructions from our clients to conduct trading activities or execute transactions on behalf of our clients. Except for our proprietary fund of funds products, we do not handle client's funds or payments. Since we are not involved in trading,

settlement or otherwise executing transactions, we avoid the risks associated with such services, including human errors in executing client instructions and technology system failures.

Market and Product Intelligence. We furnish our clients with a broad variety of proprietary research reports, publications and information on a regular basis. These include daily newsletters of general market conditions, key stock exchange indices and digests of research reports, weekly product reports introducing our current product choices and market analysis, monthly product reports providing performance statistics of certain products. We also provide quarterly investment strategy reports providing updates on prevailing investment trends and our recommended investment strategy in response to any changes in market conditions. For clients who have purchased products through us, we provide them with timely updates on the product performance primarily through mobile phone text messages and emails. Furthermore, we also provide general investor education to our clients by organizing various investor presentations, workshops and seminars, including, among others, Noah investment philosophy workshops, which are purely focused on introducing the audience to our investment philosophy, and product briefing sessions, where we introduce our current product choices.

IT Infrastructure

We have developed our integrated IT infrastructure that provides technology support to all aspects of our business, from product development, product management, and sale and marketing process management to client management and client service. At the application level, the infrastructure consists of two key components:

Client Relationship Management System. We have installed an advanced client relationship management system based on licensed third party applications, with tailored functions and modules catering to our unique business operation. This system incorporates and maintains a centralized database of clients' personal and transactional information, which can be accessed by our personnel depending on their authority levels. This system enables us to process a large volume of client information and to analyze prevailing trends and investment preferences of our clients at any time. Based on such analysis, the system provides feedback to our various internal functions ranging from product research and development to client services so as to facilitate the decision-making process of our product launch and development, the improvement and coordination of our client services, and the enhancement of our risk management. We plan to continue to invest in our client relationship management system by adding new features and functionalities and by improving existing software and modules.

Wealth Management Product Database. Since early 2010, we have built and maintained a comprehensive proprietary database containing extensive data on a broad range of OTC wealth management products in China. As of June 30, 2010, this wealth management products database contained data on approximately 3,700 trust products and approximately 1,200 private equity and other investment funds products. The underlying data contained in our wealth management products database comes from three major sources: product information provided by third party suppliers, data purchased from third party data providers, and information created from our independent research. Based on the underlying data, our in-house research team creates comprehensive database records for each wealth management product, including historical performance, selling price, trading volume and other metrics, and makes the relevant product information searchable. Users can sort and generate reports based on different search options. Given the comprehensive coverage and advanced search and analytic functionalities of our database, it facilitates our product sourcing, selection, design and innovation and ultimately helps us maximize client satisfaction and we will continue to develop this database.

Marketing and Brand Promotion

Word-of-mouth is one of the most effective marketing tools for our business and we believe that approximately 60% of our clients have come through referrals from existing clients. We intend to continue to focus on referrals as the major avenue of new client development by further improving client satisfaction. We also intend to enhance our brand recognition and attract potential high net worth clients through a variety of marketing methods. We organize frequent and targeted events, such as high-profile investor seminars and

workshops, where we present our market outlook and product choices, industry conferences, and other investor education and social events. These events are often organized in cooperation with chambers of commerce, distinguished alumni associations, luxury and fashion brands and high-profile entrepreneurs. In addition, we promote ourselves and our brand to financial institutions by providing assistance in staff training and risk management. Since our inception, we have also built a database of more than 300,000 high net worth individuals.

Competition

The wealth management services industry in China is at an early stage of development and is growing rapidly. We operate in an increasingly competitive environment and compete for clients on the basis of product choices, client services, reputation and brand names. Our principal competitors include:

- ***Commercial banks***. Many commercial banks rely on their own wealth management arms and sales force to distribute their products, such as China Merchants Bank, China Minsheng Bank and China Everbright Bank. We believe that we can compete effectively with commercial banks due to a number of factors, including our undiluted focus on the high net worth market, our client-centric culture and institutionalized services, and our independence, which positions us better to provide wealth management recommendations and services and to gain our clients' trust.
- ***Trust companies***. Because a substantial portion of products that we distribute is fixed income trust products, we compete with trust companies with in-house distribution functions. We believe that we can compete effectively with trust companies due to our broader product choices, wider coverage network, independent perspective and more comprehensive client services.
- ***Independent wealth management service providers***. A number of independent wealth management service providers have emerged in China in recent years. We believe that we can compete effectively because of our track record, reputation, product sourcing and established risk management systems. We are also significantly larger in terms of scale of operations and we have a more extensive coverage network and professional services.

Employees

We had 112, 294, 359 and 520 employees as of December 31, 2007, 2008 and 2009 and June 30, 2010, respectively. The following table sets forth the number of our employees by function as of June 30, 2010:

Functional Area	Number of Employees	% of Total
Relationship managers	285	54.8%
Corporate management and administrative personnel	178	34.2%
Product development	27	5.2%
Sales and marketing	30	5.8%
Total	**520**	**100.0%**

As required by regulations in China, we participate in various employee social security plans that are organized by municipal and provincial governments, including pension, unemployment insurance, childbirth insurance, work-related injury insurance, medical insurance and housing insurance. We are required under Chinese law to make contributions to employee benefit plans at specified percentages of the salaries, bonuses and certain allowances of our employees, up to a maximum amount specified by the local government from time to time.

We believe that we maintain a good working relationship with our employees and we have not experienced any significant labor disputes.

Intellectual Property

Our brand, trade names, trademarks, trade secrets, proprietary database and research reports and other intellectual property rights distinguish our products and services from those of our competitors and contribute to our competitive advantage in the high net worth wealth management services industry. We rely on a combination of trademark, copyright and trade secret laws as well as confidentiality agreements with our relationship managers and other employees, our third party wealth management product providers and other contractors. We have three registered trademarks in China and two registered domain names, Noahwm.com and Noahwm.com.cn.

Facilities

Our corporate headquarters are located on a leased premises in Shanghai, China, where we lease approximately 1,736.5 square meters of office space. Our 28 branch offices lease approximately 7,390 square meters of office space in aggregate in Beijing, Dalian, Qingdao, Tianjin, Cixi, Fuzhou, Hangzhou, Jiangyin, Kunshan, Nanjing, Ningbo, Shaoxing, Suzhou, Taizhou, Wenzhou, Wuxi, Xiaoshan, Yiwu, Foshan, Nanhai, Guangzhou, Shenzhen, Shunde, Zhongshan, Chengdu and Wuhan.

We believe that our existing facilities are adequate for our current requirements and we will be able to enter into lease arrangements on commercially reasonable terms for future expansion.

Insurance

We maintain casualty insurance on some of our assets. We also participate in government sponsored social security programs including pension, unemployment insurance, childbirth insurance, work-related injury insurance, medical insurance and housing insurance. In addition, we provide group life insurance for all our employees. We do not maintain business interruption insurance or key-man life insurance. We consider our insurance coverage to be in line with that of other wealth management companies of similar size in China.

Legal Proceedings

We are currently not a party to, and we are not aware of any threat of, any legal, arbitration or administrative proceedings that, in the opinion of our management, are likely to have a material and adverse effect on our business, financial condition or results of operations. We may from time to time become a party to various legal, arbitration or administrative proceedings arising in the ordinary course of our business.

REGULATIONS

Except for the regulations applicable to the insurance brokerage business that we engage in, China has not adopted a unified and specific regulatory framework governing the distribution of OTC wealth management products and the provision of wealth management consulting services, although there are ad hoc laws and regulations related to several types of wealth management products which we distribute, including trust products, private equity products and investment-linked insurance products. However, the PRC government has promulgated various laws and regulations and imposes extensive controls over different aspects of business operations of PRC enterprises, such as those on foreign investment, taxation and labor protection, which are also applicable to our PRC subsidiaries and affiliated entities. This section summarizes all material PRC regulations currently relevant to our business and operations. Unless otherwise stated in this section, we are currently in compliance with such PRC regulations in all material respects.

Regulations on Trust Products

Pursuant to the PRC Trust Law, a trustee can, in its own name, manage and dispose of properties entrusted to it by a trustor for the benefit of beneficiaries nominated by the trustor. Trust companies are a type of financial institution specializing in the operation of a trust business under the PRC Trust Law. Trust companies are subject to the supervision and scrutiny of the China Banking Regulatory Commission, or CBRC, which is the regulatory authority for banking and financial institutions and businesses.

On January 23, 2007, CBRC promulgated the Administrative Rules Regarding Trust Company-Sponsored Collective Fund Trust Plans, or the Trust Plan Rules, which became effective on March 1, 2007 and was subsequently amended on February 4, 2009. Pursuant to the Trust Plan Rules, a trust company may establish collective funds trust plans, or trust plans, under which the trust company, in its capacity as trustee of two or more trustors, may pool funds entrusted to it by such trustors may manage, invest and dispose of the pooled funds for the benefit of the beneficiaries nominated by the trustors. A trust plan must comply with the specified requirements under the Trust Plan Rules, including the requirements that (i) each trustor participating in the trust plan be a qualified investor and the sole beneficiary of his or its investment in the trust plan; (ii) there be no more than 50 individuals participating in the plan, excluding individuals who entrust, on a single transaction basis, more than RMB3.0 million each, and qualified institutional investors; (iii) the trust plan have a term of not less than one year and have a specified use of proceeds and investment strategy that is in compliance with the industrial policies and relevant regulations of the PRC; (iv) the beneficial interest in the trust plan be divided into trust units of equal amounts; and (v) other than reasonable compensation provided for underwritten trust agreements, the trust company must not seek any profits directly or indirectly from the trust property under any name for itself or others.

A qualified investor under the Trust Plan Rules is defined as a person capable of identifying, judging and bearing the risks associated with the trust plan and who falls within any one of the following categories: (i) any individual, legal person or other organization who invests at least RMB1.0 million in the trust plan; (ii) any individual who, on a personal or household basis, owns financial assets of at least RMB1.0 million, with proof of such assets, at the time he or she subscribes to the trust plan; or (iii) any individual individually having an annual income of more than RMB0.2 million or, jointly with a spouse, having an annual income of more than RMB0.3 million, with proof of such income, for each of the last three years.

Pursuant to the Trust Plan Rules, when promoting the trust plan, a trust company must use appropriate materials with detailed disclosure and is prohibited from, among other things, (i) promising minimum returns on or guaranteeing protection of the entrusted funds; (ii) engaging in public marketing or promotion; or (iii) engaging a non-financial institution to promote the trust plan. Based on our understanding, “promotion” of trust plans under the Trust Plan Rules refers to promotion and marketing activities which involve signing trust contracts with participants of trust plans directly. As we do not sign trust contracts with the participants of trust plans and handle funds of participants of the trust plans in providing wealth management services with respect to

trust products, we are not deemed as promoting trust plans in such circumstances. See “Risk Factors — Risks Related to Our Business and Industry — If the Chinese governmental authorities order trust companies in China to cease their promotion of collective fund trust plans, or trust plans, through non-financial institutions such as us, our business, results of operations and prospects would be materially and adversely affected.”

The CBRC further promulgated two guidelines governing two types of trust plans, respectively. One regulates trust plans investing in publicly traded securities, while the other regulates trust plans focusing on private equity investments. These guidelines set forth detailed rules that trust companies must comply with in issuing and operating the two types of trust plans.

Regulations on Private Equity Investment Products

In China, Renminbi-denominated private equity funds are typically formed as limited liability companies or partnerships and therefore their establishment and operation is subject to the PRC company laws or partnership laws. The PRC Partnership Enterprise Law was revised in August 2006 when it expanded the scope of eligible partners in partnerships from individuals to legal persons and other organizations and added limited partnerships as a new type of partnership. Unlike ordinary partnerships, limited partnerships allow investors to join as partners with their liability for the partnership’s debts limited by the amount of their capital commitment. A limited partnership must consist of no more than 49 limited partners and at least one general partner, who will be responsible for the operation of the partnership and who bears unlimited liability for the partnership’s debts. From late 2009 to early 2010, the PRC government promulgated regulations to permit foreign investors to invest in partnership enterprises in China. This established the legal basis for foreign private equity firms to establish Renminbi-denominated funds in China.

Local governments in certain cities, such as Beijing, Shanghai and Tianjin, have promulgated local administrative rules to encourage and regulate the development of private equity investment in their areas. These regulations typically provide preferential treatment to private equity firms registered in the relevant cities or districts that satisfy the specified requirements.

On November 16, 2007, Tianjin Municipal Administration Bureau of Industry and Commerce issued the Opinions on Registration of Private Equity Investment Fund and Private Equity Fund Management Corporation (Enterprise), or the Tianjin Opinions. According to the Tianjin Opinions, private equity investment funds can take the form of corporations, partnerships, contractual arrangements and trusts. The private equity funds management company which takes the form of a limited liability company shall have a registered capital of at least RMB1.0 million cash. The private equity investment management company can engage in entrusted management of private equity investment fund, investing and financing management and related consulting services. On October 16, 2009, Tianjin Municipal Government issued the Measures on Encouraging the Development of Equity Investment Fund, which provides several preferential tax treatments for equity investment funds and equity investment fund management enterprises.

In August 2008, the Shanghai Municipal Government issued the Circular on Several Issues Regarding the Registration of Private Equity Investment Enterprises, which provides certain requirements for establishing an enterprise engaging in private equity investment or an enterprise engaging in the management of private equity investment. The government of Pudong District promulgated its own administrative measures on promoting equity investment enterprises and equity investment management enterprises, which provides certain preferential tax treatment to equity investment enterprises and equity investment management enterprises established within its jurisdiction.

Beijing and other provinces and cities have also promulgated similar regulations and policies to encourage foreign investment in private equity.

We started our fund of funds business by forming a fund of private equity funds as a limited partnership registered in Tianjin in accordance with the relevant laws and regulations. We incorporated a subsidiary in

Tianjin to engage in the management of private equity funds, which currently serves as the general partner of the fund of private equity funds.

Regulations on Insurance Brokerage

The primary regulation governing the insurance intermediaries is the PRC Insurance Law enacted in 1995 and further amended separately in 2002 and 2009. According to the PRC Insurance law, the China Insurance Regulatory Commission, or CIRC, is the regulatory authority responsible for the supervision and administration of the PRC insurance companies and the intermediaries in the insurance sector, including insurance agencies and brokers.

The principal regulation governing insurance brokerages is the Provisions on the Supervision and Administration of Insurance Brokerages, or the Insurance Brokerage Provisions, promulgated by the CIRC in September 2009 and effective as of October 1, 2009. According to this regulation, the establishment of an insurance brokerage is subject to the approval of the CIRC. The term "insurance brokerage" refers to an entity that receives commissions for providing intermediary services to policyholders and sponsors to facilitate their entering into insurance contracts based on the interests of the policyholders. An insurance brokerage established in the PRC must meet the qualification requirements specified by the CIRC and obtain a license to operate an insurance brokerage business with the approval of the CIRC. Unless otherwise provided by CIRC, an insurance brokerage may take any of the following forms: (i) a limited liability company; or (ii) a joint stock limited company.

The minimum registered capital for an insurance brokerage shall be not less than RMB10.0 million and must be fully paid up. Any insurance brokerage incorporated with the above minimum registered capital may set up three branches, following which the amount of registered capital for the insurance brokerage shall be increased by at least RMB0.2 million for each new branch, provided that the same shall be increased by at least RMB1.0 million for each branch to be established out of the provincial territory where the insurance brokerage is located.

An insurance brokerage may conduct the following insurance brokering businesses:

- making insurance proposals, selecting insurance companies and handling the insurance application procedures for insurance applicants;
- assisting the insured or the beneficiary to file insurance claims;
- reinsurance brokering business;
- providing consulting services to clients with respect to disaster and damage prevention, risk assessment and risk management; and
- other business activities specified by the CIRC

The name of an insurance brokerage must contain the words "insurance brokerage." The license of an insurance brokerage is valid for a period of three years. An insurance brokerage must report to the CIRC for approval when it (i) changes the name of itself or its branches; (ii) changes its domicile or the business address of its branches; (iii) changes the name of its sponsor or main shareholders; (iv) changes its shareholders; (v) changes its registered capital; (vi) changes its equity structure significantly; or (vii) amends its articles of association.

The senior managers of an insurance brokerage must meet specific qualification requirements set forth in the Insurance Brokerage Provisions. Appointment of the senior managers of an insurance brokerage is subject to review and approval by the CIRC. Personnel of an insurance brokerage who engage in any of the insurance brokering businesses described above must meet the qualifications prescribed by CIRC and obtain the qualification certificate stipulated by the CIRC.

In December 2009, the CIRC issued the Circular on the Implementation of the Provisions on the Supervision and Administration of the Professional Insurance Agencies, the Provisions on the Supervision and Administration of Insurance Brokerages and the Provision on the Supervision and Administration of Insurance Assessment Institutions, or the Implementation Circular. According to the Implementation Circular, any insurance brokerage, which applies for renewal of its license upon its expiration but fails to satisfy the registered capital requirement under the Insurance Brokerage Provisions, shall be issued a temporary license expiring on October 1, 2012. After that, if the insurance brokerage still fails to satisfy the requirement, it will no longer be permitted to renew its license issued by CIRC.

Pursuant to the contractual arrangements among Noah Rongyao, Noah Investment and its shareholders, we operate our insurance brokerage business through Noah Insurance, a subsidiary 99.9% owned by Noah Investment. Noah Insurance obtained the requisite insurance brokerage license issued by the CIRC in July 2008. Noah Insurance is currently in the process of renewing the license.

Regulations on Ancillary-Business Insurance Agency

The principal regulation governing ancillary-business insurance agency business is the Interim Measures for the Administration of Ancillary-Business Insurance Agency issued by the CIRC on and effective as of August 4, 2000.

According to this regulation, the term “ancillary-business insurance agents” refers to entities that are entrusted by insurers to handle insurance business on behalf of the insurers while concurrently engaging in another non-insurance-related business. Ancillary-business insurance agents are required to: (1) maintain a business license verified and issued by the relevant administrative authority for industry and commerce; (2) have an insurance agency business of a certain scale in proportion to its main business; (3) maintain a permanent business premise; and (4) provide the convenience of directly conducting insurance agency business at the business premises. Upon reviewing and approving the qualifications of an entity applying to become an ancillary-business insurance agency, the CIRC will issue a “License for Ancillary-Business Insurance Agency,” which will be valid for three years.

Insurance companies are not allowed to engage entities as their ancillary-business insurance agency if such entities do not possess the required license. An ancillary-business insurance agent can only undertake the insurance agency business for one insurance company, and the scope of the agency business shall be subject to the types of insurance specified in its License for Ancillary-Business Insurance Agency. An ancillary-business insurance agent can only conduct insurance agency business on the business premises for its main business, and may not separately set up agency outlets outside the business premises. Legal liabilities of ancillary-business insurance agents arising out of or in connection with their activities within the scope of authority delegated by insurers are borne by the insurers.

Pursuant to the contractual arrangements among Noah Rongyao, Noah Investment and its shareholders, we operate the ancillary-business insurance agency business through Noah Investment, which obtained the requisite license issued by the CIRC in August 2009. The license has a term of three-year and will expire on August 12, 2012.

Regulations on the Sale of Exchange-Traded Funds

On June 25, 2004, the China Securities Regulatory Commission, or the CSRC, promulgated a set of administrative rules on the sale of exchange-traded funds, or the Fund Sales Measures, which became effective on July 1, 2004.

According to Fund Sales Measures, the activity of sales of the exchange-traded funds, including the promotion of exchange-traded funds, and the sale, subscription and redemption of units in exchange-traded

funds, shall be conducted by fund managers and agencies engaged by fund managers. Agencies engaged by fund managers to market exchange-traded funds shall first obtain the license for the sale of exchange-traded funds from the CSRC. Commercial banks, securities companies, securities investment consultation agencies, professional fund sales agencies and other agencies prescribed by the CSRC may apply to the CSRC for such license. In order to obtain such license, a professional fund sales agency shall meet certain requirements, including, (i) have a paid in capital of no less than RMB20.0 million; (ii) have a major investor that is a legally established legal person with three complete fiscal years or more of operation and have at least RMB30.0 million registered capital; (iii) have at least 30 employees with half of its total employees qualified to engage in a securities business, and senior management with a certain number of years of experience in funds, securities or the financial area and qualified to engage in a securities business; and (iv) not being under any investigation from regulatory authorities or be in a rectification period due to violation of any laws or regulations.

Fund managers may only engage sales agencies for sale of exchange-traded funds by way of written agreement. The written agreement shall specify the proportion of remuneration and payment method as well as the rights and obligations of both parties. Fund managers and sales agencies shall charge sales expenses from investors as agreed to in fund contracts and prospectuses, audit such expenses, and record the same faithfully; fund managers and sales agencies may not charge extra expenses to investors unless otherwise agreed in the fund contracts. Fund managers and sales agencies may not apply different rates to different investors without disclosing the same in the prospectuses. Fund managers shall pay remuneration to the sales agencies as agreed in the sales agreement and audit and record such remuneration faithfully.

Regulations on Labor Protection

On June 29, 2007, the Standing Committee of the National People's Congress, or the SCNPC, promulgated the Labor Contract Law, which formalizes employees' rights concerning employment contracts, overtime hours, layoffs and the role of trade unions and provides for specific standards and procedure for the termination of an employment contract. In addition, the Labor Contract Law requires the payment of a statutory severance pay upon the termination of an employment contract in most cases, including in cases of the expiration of a fixed-term employment contract.

In addition, under the Regulations on Paid Annual Leave for Employees and its implementation rules, which became effective on January 1, 2008 and on September 18, 2008 respectively, employees are entitled to a paid vacation ranging from 5 to 15 days, depending on their length of service and to enjoy compensation of three times their regular salaries for each such vacation day in case such employees are deprived of such vacation time by employers, unless the employees waive such vacation days in writing.

Although we are currently in compliance with the relevant legal requirements for terminating employment contracts with employees in our business operation, in the event that we decide to lay off a large number of employees or otherwise change our employment or labor practices, provisions of the Labor Contract Law may limit our ability to effect these changes in a manner that we believe to be cost-effective or desirable, which could adversely affect our business and results of operations.

Regulations on Foreign Investment

The State Planning Commission, the State Economic and Trade Commission and the Ministry of Foreign Trade and Economic Cooperation jointly promulgated the Foreign Investment Industrial Guidance Catalogue, or the Foreign Investment Catalogue, in 2005, which was subsequently revised. The Foreign Investment Catalogue sets forth the industries in which foreign investment are encouraged, restricted, or forbidden. Industries that are not indicated as any of the above categories under the Foreign Investment Catalogue are permitted areas for foreign investment. The current version of the Foreign Investment Catalogue came into effect on December 1, 2007.

Pursuant to the current Foreign Investment Catalogue, the provision of consulting services that we are engaged in is a permitted area of foreign investment.

Pursuant to the current Foreign Investment Catalogue, the insurance brokerage business falls within the of industries in which foreign investment is restricted. Currently foreign-invested companies engaged in insurance brokerage business are subject to more stringent requirements than Chinese domestic enterprises. Specifically, foreign-invested insurance brokerage companies are required to have, among other things, at least US$200 million of total assets and at least a 30 year track record of engaging in an insurance brokerage business.

Neither our PRC subsidiary, Noah Rongyao, nor any of its subsidiaries, currently meets all such requirements and therefore none of them is permitted to engage in the insurance brokerage business. We conduct our insurance brokerage business in China principally through contractual arrangements among our PRC subsidiary, Noah Rongyao, our variable interest entity in the PRC, Noah Investment, and Noah Investment's shareholders. Noah Insurance, a subsidiary of Noah Investment, holds the licenses and permits necessary to conduct insurance brokerage activities in China. In the opinion of Zhong Lun Law Firm, our PRC legal counsel:

- the ownership structures of our variable interest entity, our PRC subsidiary, Noah Rongyao, and Noah Holdings Limited, as described in "Corporate History and Structure," both currently and after giving effect to this offering, comply with all existing PRC laws and regulations;
- the contractual arrangements among our PRC subsidiary, variable interest entity and its shareholders governed by PRC laws are valid, binding and enforceable, and will not result in a violation of PRC laws or regulations currently in effect; and
- the business operations of our PRC subsidiary, our variable interest entity and its subsidiaries comply in all material respects with existing PRC laws and regulations.

We have been advised by our PRC legal counsel, however, that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws and regulations. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to the above opinion of our PRC legal counsel. We have been further advised by our PRC counsel that if the PRC government finds that the agreements that establish the structure for operating our insurance brokerage business do not comply with PRC government restrictions on foreign investment in insurance brokerage business, we could be subject to severe penalties, including being prohibited from continuing our operations. See "Risk Factors — Risks Related to Our Corporate Structure — If the PRC government finds that the agreements that establish the structure for operating our businesses in China do not comply with PRC regulations relating to insurance brokerage, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations" and "Risk Factors — Risks Related to Doing Business in China — Uncertainties with respect to the PRC legal system could adversely affect us."

Regulations on Tax

PRC Enterprise Income Tax

The PRC enterprise income tax is calculated based on the taxable income determined under the PRC laws and accounting standards. On March 16, 2007, the National People's Congress of China enacted a new PRC Enterprise Income Tax Law, which became effective on January 1, 2008. On December 6, 2007, the State Council promulgated the Implementation Rules to the PRC Enterprise Income Tax Law, or the Implementation Rules, which also became effective on January 1, 2008. On December 26, 2007, the State Council issued the Notice on Implementation of Enterprise Income Tax Transition Preferential Policy under the PRC Enterprise Income Tax Law, or the Transition Preferential Policy Circular, which became effective simultaneously with the PRC Enterprise Income Tax Law. The PRC Enterprise Income Tax Law imposes a uniform enterprise income tax rate of 25% on all domestic enterprises, including foreign-invested enterprises unless they qualify for certain exceptions, and terminates most of the tax exemptions, reductions and preferential treatments available under previous tax laws and regulations. Under the PRC Enterprise Income Tax Law and the Transition Preferential

Policy Circular, enterprises that were established before March 16, 2007 and already enjoyed preferential tax treatments will continue to enjoy them (i) in the case of preferential tax rates, for a period of five years from January 1, 2008; during the five-year period, the tax rate will gradually increase from 15% to 25%, or (ii) in the case of preferential tax exemption or reduction for a specified term, until the expiration of such term.

Moreover, under the PRC Enterprise Income Tax Law, enterprises organized under the laws of jurisdictions outside China with their "de facto management bodies" located within China may be considered PRC resident enterprises and therefore subject to PRC enterprise income tax at the rate of 25% on their worldwide income. The Implementation Rules define the term "de facto management body" as the management body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In addition, the Circular Related to Relevant Issues on the Identification of a Chinese holding Company Incorporated Overseas as a Residential Enterprise under the Criterion of De Facto Management Bodies Recognizing issued by the State Administration of Taxation on April 22, 2009 provides that a foreign enterprise controlled by a PRC company or a PRC company group will be classified as a "resident enterprise" with its "de facto management bodies" located within China if the following requirements are satisfied: (i) the senior management and core management departments in charge of its daily operations function mainly in the PRC; (ii) its financial and human resources decisions are subject to determination or approval by persons or bodies in the PRC; (iii) its major assets, accounting books, company seals, and minutes and files of its board and shareholders' meetings are located or kept in the PRC; and (iv) more than half of the enterprise's directors or senior management with voting rights reside in the PRC. Although the circular only applies to offshore enterprises controlled by PRC enterprises and not those controlled by PRC individuals or foreigners, the determining criteria set forth in the circular may reflect the State Administration of Taxation's general position on how the "de facto management body" test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises, individuals or foreigners.

Although our company is not controlled by any PRC company or company group, substantial uncertainty exists as to whether we will be deemed a PRC resident enterprise for enterprise income tax purpose. In the event that we are considered a PRC resident enterprise, we would be subject to the PRC enterprise income tax at the rate of 25% on our worldwide income, but the dividends that we receive from our PRC subsidiary would be exempt from the PRC withholding tax since such income is exempted under the PRC Enterprise Income Tax Law for a PRC resident enterprise recipient. See "Risk Factors — Risks Related to Doing Business in China — The dividends we receive from our PRC subsidiary may be subject to PRC tax under the PRC Enterprise Income Tax Law, which would have a material adverse effect on our financial condition and results of operations."

PRC VAT and Business Tax

Pursuant to the PRC Provisional Regulation on the Value Added Tax, or VAT, and its implementation rules, any entity or individual engaged in the sales of goods, provision of specified services and importation of goods into China is generally required to pay a VAT, at the rate of 17% of the gross sales proceeds received, less any deductible VAT already paid or borne by such entity. Taxpayers providing taxable services in China are required to pay a business tax at a normal tax rate of 5% of their revenues.

Dividend Withholding Tax

Under the PRC tax laws effective prior to January 1, 2008, dividends paid to foreign investors by foreign-invested enterprises were exempt from PRC withholding tax. Pursuant to the PRC Enterprise Income Tax Law and the Implementation Rules, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in China to its foreign investors are subject to a 10% withholding tax, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. We are a Cayman Islands holding company and substantially all of our income may come from dividends we receive from our PRC subsidiary, Noah Rongyao. Since there is no such tax treaty between China and the Cayman Islands, dividends we receive from Noah Rongyao will generally be subject to a 10%

withholding tax. As there remains uncertainty regarding the interpretation and implementation of the PRC Enterprise Income Tax Law and the Implementation Rules, it is uncertain whether, if we are deemed a PRC resident enterprise, any dividends distributed by us to our non-PRC shareholders and ADS holders would be subject to any PRC withholding tax. See "Risk Factors — Risks Related to Doing Business in China — The dividends we receive from our PRC subsidiary may be subject to PRC tax under the PRC Enterprise Income Tax Law, which would have a material adverse effect on our financial condition and results of operations."

Regulations on Foreign Exchange

Foreign exchange regulations in China are primarily governed by the following rules:

- Foreign Exchange Administration Rules (1996), as amended, or the Exchange Rules; and
- Administration Rules of the Settlement, Sale and Payment of Foreign Exchange (1996), or the Administration Rules.

Under the Exchange Rules, the Renminbi is convertible for current account items, including the distribution of dividends, interest and royalty payments, trade and service-related foreign exchange transactions. Conversion of Renminbi for capital account items, such as direct investment, loan, securities investment and repatriation of investment, however, is still subject to the approval of SAFE.

Under the Administration Rules, foreign-invested enterprises may only buy, sell and/or remit foreign currencies at banks authorized to conduct foreign exchange business after providing valid commercial documents and, in the case of capital account item transactions, obtaining approval from the SAFE. Capital investments by foreign-invested enterprises outside of China are also subject to limitations, including approval by the Ministry of Commerce, the SAFE and the National Development and Reform Commission or their local counterparts.

On August 29, 2008, SAFE issued the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or Circular 142. Pursuant to Circular 142, the Renminbi fund from the settlement of foreign currency capital of a foreign-invested enterprise must be used within the business scope as approved by the examination and approval department of the government, and cannot be used for domestic equity investment unless it is otherwise provided for. Documents certifying the purposes of the Renminbi fund from the settlement of foreign currency capital including a business contract must also be submitted for the settlement of the foreign currency. In addition, SAFE strengthened its oversight of the flow and use of the Renminbi capital converted from foreign currency registered capital of a foreign-invested company. The use of such Renminbi capital may not be altered without SAFE's approval, and such Renminbi capital may not in any case be used to repay Renminbi loans if the proceeds of such loans have not been used. Violations of the Circular 142 could result in severe monetary and other penalties.

Regulations on Dividend Distribution

The principal regulations governing dividend distributions of wholly foreign-owned companies include:

- Wholly Foreign-Owned Enterprise Law, as amended on October 31, 2000; and
- Wholly Foreign-Owned Enterprise Law Implementing Rules, as amended on April 12, 2001.

Under these laws and regulations, wholly foreign-owned companies in the PRC may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, these wholly foreign-owned companies are required to set aside at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds, until the accumulative amount of such fund reaches 50% of its registered capital. At the discretion of these wholly foreign-owned companies, they may allocate a portion of their after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserve funds and staff welfare and bonus funds are not distributable as cash dividends.

Regulations on Offshore Investment by PRC Residents

Pursuant to the SAFE's Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents to Engage in Financing and Inbound Investment via Overseas Special Purpose Vehicles and its subsequent amendments, supplements or implementation rules, generally known in China as SAFE Circular No. 75, issued on October 21, 2005, (i) a PRC person, including natural persons and legal persons, shall register with the local branch of the SAFE before it establishes or controls an overseas special purpose company, for the purpose of overseas equity financing (including convertible debts financing); (ii) when a PRC resident contributes the assets of or its equity interests in a domestic enterprise into an overseas special purpose company, or engages in overseas financing after contributing assets or equity interests into a special purpose company, such PRC resident shall register his or her interest in the special purpose company and the change thereof with the local branch of the SAFE; and (iii) when the special purpose company undergoes a material event outside of China, such as change in share capital or merger and acquisition, the PRC resident shall, within 30 days from the occurrence of such event, register such change with the local branch of the SAFE.

Under SAFE Circular No. 75, failure to comply with the registration procedures set forth above may result in the penalties, including imposition of restrictions on a PRC subsidiary's foreign exchange activities and its ability to distribute dividends to the overseas special purpose company.

Regulations on Employee Stock Options Plan

On December 2006, the People's Bank of China promulgated the Administrative Measures of Foreign Exchange Matters for Individuals, setting forth the respective requirements for foreign exchange transactions by individuals (both PRC or non-PRC citizens) under either the current account or the capital account. In January 2007, SAFE issued implementing rules for the Administrative Measures of Foreign Exchange Matters for Individuals, which, among other things, specified approval requirements for certain capital account transactions such as a PRC citizen's participation in the employee stock ownership plans or stock option plans of an overseas publicly-listed company. On March 28, 2007, SAFE promulgated the Application Procedures of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Ownership Plan or Stock Option Plan of Overseas Listed Company, or the Stock Option Rules. The purpose of the Stock Option Rules is to regulate foreign exchange administration of PRC domestic individuals who participate in employee stock holding plans and stock option plans of overseas listed companies.

According to the Stock Option Rules, if a PRC domestic individual participates in any employee stock ownership plan or stock option plan of an overseas listed company, a PRC domestic qualified agent or the PRC subsidiary of such overseas listed company shall, among others things, file, on behalf of such individual, an application with SAFE to obtain approval for an annual allowance with respect to the purchase of foreign exchange in connection with stock holding or stock option exercises as PRC domestic individuals may not directly use overseas funds to purchase stock or exercise stock options. Concurrent with the filing of such application with SAFE, the PRC domestic qualified agent or the PRC subsidiary shall obtain approval from SAFE to open a special foreign exchange account at a PRC domestic bank to hold the funds required in connection with the stock purchase or option exercise, any returned principal or profits upon sales of stock, any dividends issued upon the stock and any other income or expenditures approved by SAFE. The PRC domestic qualified agent or the PRC subsidiary is also required to obtain approval from SAFE to open an overseas special foreign exchange account at an overseas trust bank with custody or stock brokerage qualifications to hold overseas funds used in connection with any stock purchase.

The foreign exchange proceeds from the sales of stock can be converted into RMB or transferred to such individuals' foreign exchange savings account after the proceeds have been remitted back to the special foreign exchange account opened at the PRC domestic bank. If the stock option is exercised in a cashless exercise, the PRC domestic individuals are required to remit the proceeds to the special foreign exchange account.

The Stock Option Rules were promulgated only recently and many issues require further interpretation. We and our PRC employees who have participated in an employee stock ownership plan or stock option plan will be subject to the Stock Option Rules when our company becomes an overseas listed company. If we or our PRC employees fail to comply with the Stock Option Rules, we and our PRC employees may face sanctions imposed by a foreign exchange authority or any other PRC government authorities, including restriction on foreign currency conversions and additional capital contribution to our PRC subsidiary.

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

Regulation on Overseas Listing

On August 8, 2006, six PRC regulatory agencies, namely, the PRC Ministry of Commerce, the State Assets Supervision and Administration Commission, the State Administration for Taxation, the State Administration for Industry and Commerce, the CSRC and the SAFE, jointly adopted the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, as amended on June 22, 2009, which became effective on September 8, 2006, or the M&A Rules. The M&A Rules require, among other things, offshore overseas special purpose companies formed for overseas listing purposes and controlled directly or indirectly by PRC companies or individuals, to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange. On September 21, 2006, the CSRC published a notice on its official website specifying documents and materials required to be submitted to it by overseas special purpose companies seeking CSRC approval of their overseas listings. The CSRC approval procedures require the filing of a number of documents with the CSRC and it can take several months to complete the approval process.

While the application of this new regulation remains unclear, we believe, based on the advice of our PRC Counsel, Zhong Lun Law Firm, that CSRC approval is not required in the context of this offering because (1) the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours under this prospectus are subject to the M&A Rules; (2) we established our PRC subsidiary, Noah Rongyao, and its subsidiaries by means of direct investment other than by merger or acquisition of any PRC domestic companies; and (3) we established the contractual arrangements between our PRC subsidiary and our variable interest entity, because the contemporary and current PRC laws require foreign investors involved in insurance brokerage business to meet certain qualifications, which neither our PRC subsidiary nor any of its subsidiaries can meet. However, our PRC Counsel cannot rule out the possibility that the CSRC may require, either by interpretation or clarification of the M&A Rules or by any new rules, regulations or directives or in any other way promulgated after the date of their legal opinion, that overseas listings of all SPVs must obtain approval from the CSRC. If the Group is required to obtain CSRC approval, the Group will make an announcement to the public immediately. See “Risk Factors — Risks Related to Doing Business in China — The approval of the China Securities Regulatory Commission, or CSRC, may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot predict whether we will be able to obtain such approval.”

MANAGEMENT

Directors and Executive Officers

The following table sets forth information regarding our executive officers and directors as of the date of this prospectus.

Directors and Executive Officers	Age	Position/Title
Jingbo Wang	38	Co-founder, chairman and chief executive officer
Zhe Yin	36	Co-founder, director and vice president
Boquan He	50	Co-founder and director
Chia-Yue Chang	50	Director
Steve Yue Ji	38	Director
May Yihong Wu	42	Independent director appointee*
Shuang Chen	43	Independent director appointee*
Tao Thomas Wu	45	Chief financial officer
Qi Jia	35	Chief information officer
Song Ying	43	Chief operating officer
Ye Tang	41	Client service director

Note:
* Appointment effective immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part.

Ms. Jingbo Wang is our co-founder and has been our chairman of the board of directors and chief executive officer since our inception. Ms. Wang has over ten years of experience in asset and wealth management services industry. Prior to co-founding our company, from May 2000 to September 2005, Ms. Wang worked in several departments and affiliates of Xiangcai Securities, a securities firm in China. Ms. Wang served as the head of the private banking department at Xiangcai Securities from August 2003 to September 2005, where she established the securities firm's wealth management business. Prior to that, she worked as a deputy head of ABN AMRO Xiangcai Fund Management Co., Ltd., a joint venture fund management company, from February 2002 to August 2003, and the head of the asset management department at Xiangcai Securities from May 2000 to February 2002. Ms. Wang was the financial controller and general manager for the settlement center of Chengpu Group from September 1994 to December 1999. Ms. Wang received her master's degree in management and her bachelor's degree in economics from Sichuan University in China. Ms. Wang also graduated from the Global CEO Program of China Europe International Business School in 2009.

Mr. Zhe Yin is our co-founder and has been our director and vice president since our inception. Mr. Yin has extensive experience in wealth management. Prior to co-founding our company, Mr. Yin was the deputy general manager of the wealth management department at Xiangcai Securities from November 2003 to September 2005. Prior to that, he worked at Bank of Communications of China from July 1997 to November 2003 as a wealth and product manager. Mr. Yin received his bachelor's degree in economics from Shanghai University of Finance and Economics in 1997, and expects to graduate with an Executive MBA degree from China Europe International Business School in October 2010.

Mr. Boquan He is our co-founder and has been our director since August 2007. Mr. He is the founder and chairman of the board of directors of Guangdong Nowaday Investment Co., Ltd., a private investment company specializing in greenfield investments in the Chinese retail and service industries. In 1989, he founded and, until 2002, served as the chief executive officer of Robust Group, a food and beverage company, which is now a member of Danone Group. He also serves as the chairman of the board of directors of 7 Days Group Holdings Limited, a New York Stock Exchange listed company, and the chairman or vice chairman of the board of directors of several privately owned companies in China. Mr. He graduated from Guangdong Television Public University in China.

Ms. Chia-Yue Chang has been our director since August 2007. Ms. Chang has over 20 years of experience in the asset management industry with in-depth knowledge about developing business in a dynamic financial world. Ms. Chang has been the chief executive officer for Greater China and South East Asia regions of Robeco Hong Kong Ltd. since October 2007. From 2004 to 2006, she served as China chief executive officer and senior

vice president of ABN AMRO Asset Management Company. During the same period, she was the chairman of ABN AMRO Xiangcai Fund Management Co., Ltd. from 2004 to 2005, and then the vice chairman of ABN AMRO TEDA Fund Management Co., Ltd from 2005 to 2006. From 2000 to 2004, she was the president of ABN AMRO Asset Management in Taiwan. Prior to that, she worked at various positions at Kwang Hua Securities Investment & Trust Co., Ltd. and entities affiliated with Jardine Fleming Investment in Taiwan. Ms. Chang received her master degree in library science from University of California, Los Angeles and her bachelor's degree in library science from National Taiwan University.

Mr. Steve Yue Ji has been our director since August 2007. From 2005 to now, Mr. Ji has served as a managing director of Sequoia Capital China in charge of venture capital investment. Mr. Ji currently serves as a director of several non-public portfolio companies of Sequoia Capital China. Prior to joining Sequoia Capital China, Mr. Ji worked at Walden International, Vertex Management, and CIV Venture Capital, where he contributed to investments in numerous wirelesses, internet and semiconductor companies in China. From 1995 to 1998, Mr. Ji held various managerial roles at Seagate Technology China. Mr. Ji received a MBA degree from China Europe International Business School in 1999 and a bachelor's degree in engineering from Nanjing University of Aeronautics & Astronautics in 1995.

Ms. May Yihong Wu will serve as our independent director and chairwoman of the audit committee upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part. Ms. Wu has served as the chief strategy officer of Home Inns & Hotels Management Inc., an economy hotel chain based in China and listed on the Nasdaq Global Market, since April 2010. She is currently an independent director of Country Style Cooking Restaurant Chain Co., Ltd., a company listed on the New York Stock Exchange, an independent director and chairwoman of the audit committee of E-House (China) Holdings Limited, a company listed on the New York Stock Exchange. Ms. Wu was the chief financial officer of Home Inns from July 2006 to April 2010. From January 2005 to March 2006, Ms. Wu was first vice president at Schroder Investment Management North America Inc., and a vice president from January 2003 to December 2004, responsible for investment research and management of various funds specializing in the consumer and services sectors. Ms. Wu holds a bachelor's degree from Fudan University in China, a master's degree from Brooklyn College at the City University of New York and an MBA degree from the J.L. Kellogg Graduate School of Management at Northwestern University.

Mr. Shuang Chen will serve as our independent director upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part. Mr. Chen is currently the chief executive officer and an executive director of China Everbright Limited, a company listed on the Hong Kong Stock Exchange, a director and the general manager of the legal department of China Everbright Holdings Company Limited, the holding company of China Everbright Limited and a director of a number of affiliated companies of China Everbright Limited. He served as an executive director and the deputy general manager of China Everbright Limited since August 2004 before being promoted to become the chief executive officer in August 2007. He serviced as the deputy general manager of the legal department of China Everbright Holdings Company Limited since February 2001 before being promoted to become the general manger in May 2007. Mr. Chen holds a master of law degree from East China University of Political Science and Law and a diploma in legal studies from The University of Hong Kong School of Professional and Continuing Education. Mr. Chen is a qualified lawyer in the PRC.

Mr. Tao Thomas Wu has been our chief financial officer since March 2010. Prior to joining our company, from March 2007 to February 2010, Mr. Wu was a senior portfolio manager at Alliance Bernstein L.P. based in San Francisco and New York, where he served many Asian institutional clients and retail partners. Prior to that, he was a senior high yield analyst at Moody's Investors Services based in New York from February 2005 to March 2007, a senior vice president at the investment banking division of Development Bank of Singapore based in Hong Kong from 2001 to 2005 and a vice president at the mergers and acquisitions division at J.P. Morgan & Company from 1994 to 2001. Mr. Wu received his master's degree in public administration from Syracuse University in 1992 and his bachelor's degree in Mathematics from Grinnell College in May 1987.

Mr. Qi Jia has been our chief information officer since January 2010. Prior to joining our company, Mr. Jia worked as the general manager of ChalWin Information Technology, an internet product development and

outsourcing company, from November 2008 to December 2009. He served as the general manager of Lanchou Finance from May 2007 to September 2008, and chief technology officer of cnfol.com from 2003 to December 2006. Prior to that, Mr. Jia worked as the manager of application system department at Shanghai Jiaotong University Angli Technology Co. Ltd. from 1997 to 2002. From 1995 to 1996, he worked for Microsoft ATEC (Shanghai). Mr. Jia received his MBA degree and his bachelor's degree in computer science from Shanghai Jiao Tong University in 2003 and 1996, respectively.

Mr. Song Ying has been our chief operating officer since October 2010. Prior to that, he was our vice president since September 2009. Prior to joining our company, from March 2008 to September 2009, he was the director for wealth management and banking insurance business at the China division of AXA-Minmetals Assurance Co., Ltd. Prior to that, he worked as the general manager of the Shanghai branch of Skandia-BSAM life Insurance Co., Ltd from August 2005 to January 2008. Mr. Ying worked at various positions at Heng An Standard Life Insurance Co., Ltd., China Pacific Life Insurance Co., Ltd., Ping An Insurance Group Company of China, Ltd., and Zhejiang branch of Bank of China from 1990 to 2005. Mr. Ying completed his master study of international finance from Zhejiang University in 1998 and received his bachelor's degree in electrical precision instrument from Hangzhou Dianzi University in 1990. He also received an Executive MBA degree from China Europe International Business School in 2009.

Ms. Ye Tang has been our client service director since November 2007, responsible for the establishment and management of our client service system. Prior to joining us, she served as the client service manager at Shanghai Ikang Guobin from April 2005 to November 2007. From October 2000 to April 2005, Ms. Tang worked as an event director at Shanghai Xiashang Investment Service Co., Ltd. Ms. Tang graduated from secondary school in 1988.

Employment Agreements

We have entered into employment agreements with each of our senior executive officers. We may terminate a senior executive officer's employment for cause at any time without remuneration for certain acts of the officer, such as a crime resulting in a criminal conviction, willful misconduct or gross negligence to our detriment, a material breach of the employment agreement or of our corporate and business policies and procedures, or providing services for other entities without our consent. We may also terminate a senior executive officer's employment by giving one month's notice or by paying a one-time compensation fee equal to one month's salary in lieu of such notice under certain circumstances, such as a failure by such officer to perform agreed-upon duties or the impracticability of the performance caused by a material change of circumstances. A senior executive officer may terminate his or her employment at any time by giving one month's notice or immediately if we delay in the payment of remuneration, fail to pay social security fees, or fail to provide the necessary working conditions for such officer.

Each senior executive officer, under the employment agreement, has agreed to hold any trade secrets, proprietary information, inventions or technical secrets of our company in strict confidence during and after his or her employment. Each officer also agrees that we shall own all the intellectual property developed by such officer during his or her employment. If an officer breaches the above contractual obligations in relation with confidentiality and intellectual property, we are entitled to collect liquidated damages from such officer equal to two months' salary for such officer as well as to seek compensation of our actual losses.

Each officer also agrees to refrain from competing with us, directly or indirectly, for one year after his or her termination of employment.

Board of Directors

Our board of directors currently consists of five directors. Two additional independent directors will join the board upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part. We currently do not intend to rely on the NYSE's home country practice exemptions for corporate governance

matters. A director is not required to hold any shares in our company to qualify to serve as a director. A director may vote with respect to any contract, proposed contract, or arrangement in which he or she is materially interested. A director may exercise all the powers of the company to borrow money, mortgage its business, property and uncalled capital, and issue debentures or other securities whenever money is borrowed or as security for any obligation of the company or of any third party.

Committees of the Board of Directors

We will establish an audit committee, a compensation committee and a corporate governance and nominating committee under the board of directors immediately after this offering. We intend to adopt a charter for each of the three committees prior to the completion of this offering. Each committee's members and functions are described below.

Audit Committee. Our audit committee will consist of Ms. May Yihong Wu, Mr. Shuang Chen, and Mr. Steve Yue Ji, and will be chaired by Ms. May Yihong Wu. Ms. May Yihong Wu and Mr. Shuang Chen satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE. We have determined that Ms. May Yihong Wu qualifies as an "audit committee financial expert." The audit committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee will be responsible for, among other things:

- selecting the independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by the independent registered public accounting firm;
- reviewing with the independent registered public accounting firm any audit problems or difficulties and management's response;
- reviewing and approving all proposed related party transactions, as defined in Item 404 of Regulation S-K under the Securities Act;
- discussing the annual audited financial statements with management and the independent registered public accounting firm;
- reviewing major issues as to the adequacy of our internal controls and any special audit steps adopted in light of material control deficiencies;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately and periodically with management and the independent registered public accounting firm; and
- reporting regularly to the board.

Compensation Committee. Our compensation committee will consist of Ms. Jingbo Wang, Ms. May Yihong Wu and Mr. Shuang Chen, and will be chaired by Ms. Jingbo Wang. Ms. May Yihong Wu and Mr. Shuang Chen satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE. The compensation committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which her compensation is deliberated upon. The compensation committee will be responsible for, among other things:

- reviewing the total compensation package for our most senior executives and making recommendations to the board with respect to it;
- approving and overseeing the total compensation package for our executives other than the three most senior executives;
- reviewing the compensation of our directors and making recommendations to the board with respect to it; and

- periodically reviewing and approving any long-term incentive compensation or equity plans, programs or similar arrangements, annual bonuses, and employee pension and welfare benefit plans.

Corporate Governance and Nominating Committee. Our corporate governance and nominating committee will consist of Ms. Jingbo Wang, Ms. May Yihong Wu and Mr. Shuang Chen, and will be chaired by Ms. Jingbo Wang. Ms. May Yihong Wu and Mr. Shuang Chen satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE. The corporate governance and nominating committee will assist the board of directors in identifying individuals qualified to become our directors and in determining the composition of the board and its committees. The corporate governance and nominating committee will be responsible for, among other things:

- identifying and recommending to the board nominees for election or re-election to the board, or for appointment to fill any vacancy;
- reviewing annually with the board the current composition of the board in light of the characteristics of independence, age, skills, experience and availability of service to us;
- identifying and recommending to the board the directors to serve as members of the board's committees;
- advising the board periodically with respect to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any corrective action to be taken; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Duties of Directors

Under Cayman Islands law, our directors have a duty of loyalty to act honestly in good faith with a view to our best interests. Our directors also have a duty to exercise the skill they actually possess and such care and diligence that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association. Our company has the right to seek damages if a duty owed by our directors is breached. You should refer to "Description of Share Capital—Differences in Corporate Law" for additional information on our standard of corporate governance under Cayman Islands law.

Terms of Directors and Officers

Our officers are elected by and serve at the discretion of the board. Our directors are not subject to a term of office and hold office until such time as they are removed from office by special resolution or the unanimous written resolution of all shareholders. A director will be removed from office automatically if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; or (ii) dies or is found by our company to be of unsound mind.

Compensation of Directors and Executive Officers

For the fiscal year ended December 31, 2009, we paid an aggregate of approximately RMB1.4 million (US$0.2 million) in cash to our senior executive officers, and we did not pay any cash compensation to our non-executive directors. For share incentive grants to our officers and directors, see "— Share Incentive Plan."

Share Incentive Plan

We have adopted our 2008 share incentive plan, which we refer to as the 2008 plan, and we plan to adopt our 2010 share incentive plan, which we refer to as the 2010 plan, prior to the completion of this offering. The

purpose of these plans is to attract and retain the best available personnel by linking the personal interests of the members of the board, officers, employees, and consultants to the success of our business and by providing such individuals with an incentive for outstanding performance to generate superior returns for our shareholders.

The 2008 Plan

Under the 2008 plan, the maximum number of shares in respect of which options or restricted shares may be granted is 8% of the shares in issue on the date the offer or grant of an option or a restricted share is made. As of the date of this prospectus, options and restricted shares to purchase an aggregate number of 1,064,400 ordinary shares have been granted and are outstanding. The following table summarizes, as of the date of this prospectus, the outstanding options granted to our executive officers, directors, and other individuals as a group under the 2008 plan.

Name	Ordinary shares Underlying Options Awarded	Exercise Price (US$/share)	Date of Grant	Date of Expiration
Tao Thomas Wu	*	19.00	October 18, 2010	October 18, 2020
Qi Jia	*	5.58	March 11, 2010	March 11, 2020
Song Ying	*	5.58	March 11, 2010	March 11, 2020
	*	7.38	July 20, 2010	July 20, 2020
Ye Tang	*	1.12	August 19, 2008	August 19, 2018
Other Individuals as a group	130,000	1.12	March 2, 2009	March 2, 2019
Other Individuals as a group	399,000	5.58	March 11, 2010	March 11, 2020
Other Individuals as a group	133,300	7.38	July 20, 2010	July 20, 2020
Other Individuals as a group	7,000	7.38	October 11, 2010	October 11, 2020
Other Individuals as a group	215,100	19.00	October 18, 2010	October 18, 2020

Note:
* Less than 1% of our total outstanding share capital and together holding stock options exercisable for an aggregate of 180,000 ordinary shares.

In addition, we agreed to grant options to purchase a total of 16,000 ordinary shares to our independent director appointees upon the effectiveness of the registration statement to which this prospectus is a part. These options have a two-year vesting schedule with 25% of the options vesting upon the effectiveness of the registration statement, 25% vesting on the first anniversary of the effectiveness date and the remaining 50% on the second anniversary of the effectiveness date.

The following table summarizes, as of the date of this prospectus, the outstanding restricted shares issued to an executive officer under the 2008 plan.

Name	Ordinary shares with restrictions issued	Date of Issuance
Tao Thomas Wu	*	October 18, 2010

Notes:
* Less than 1% of our total outstanding share capital.

Types of Awards. The following briefly describe the principal features of the various awards that may be granted under the 2008 plan.

- *Option awards.* Options provide for the right to purchase a specified number of our ordinary shares at a specified price and usually will become exercisable in the discretion of our plan administrator in installments after the grant date. The option exercise price shall be paid in cash.

- *Restricted Shares*. A restricted share award is the grant of our ordinary shares which are subject to certain restrictions and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator may also impose other restrictions on the restricted shares, such as limitations on the right to vote or the right to receive dividends.

Plan Administration. The plan administrator is our board of directors, or a committee designated by our board of directors. The plan administrator will determine the provisions and terms and conditions of each grant.

Offer Letter. Options or restricted shares granted under the plan are evidenced by an offer letter that sets forth the terms, conditions, and limitations for each grant.

Option Exercise Price. The exercise price subject to an option shall be determined by the plan administrator and set forth in the offer letter.

Eligibility. We may grant awards to our directors, officers, employees, consultants and advisers or those of any related entities.

Term of the Awards. The term of each grant of option or restricted shares shall be determined by the plan administrator.

Vesting Schedule. In general, the plan administrator determines the vesting schedule, which is set forth in the offer letter.

Transfer Restrictions. Awards for options may not be transferred to any third party in any manner by the award holders and may be exercised only by such holders.

Termination. Unless terminated earlier, the 2008 plan will terminate automatically on December 31, 2018. Our board of directors has the authority to amend or terminate the plan. However, no such action may adversely affect in any material way any awards previously granted unless agreed by the recipient.

The 2010 Plan

We plan to adopt the 2010 plan prior to the completion of this offering. Under the 2010 plan, the maximum number of shares in respect of which options, restricted shares, or restricted share units may be granted will be 10% of our current outstanding share capital, or 2,315,000 shares.

The following paragraphs summarize the terms of the 2010 plan.

Types of Awards. The following briefly describe the principal features of the various awards that may be granted under the 2010 plan.

- *Options*. Options provide for the right to purchase a specified number of our ordinary shares at a specified price and usually will become exercisable in the discretion of our plan administrator in one or more installments after the grant date. The option exercise price may be paid, subject to the discretion of the plan administrator, in cash, in our ordinary shares which have been held by the option holder for such period of time as may be required to avoid adverse accounting treatment, in other property with value equal to the exercise price, through a broker-assisted cashless exercise, or by any combination of the foregoing.

- *Restricted Shares.* A restricted share award is the grant of our ordinary shares which are subject to certain restrictions and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator may also impose other restrictions on the restricted shares, such as limitations on the right to vote or the right to receive dividends.
- *Restricted Share Units.* Restricted share units represent the right to receive our ordinary shares at a specified date in the future, subject to forfeiture of such right upon termination of employment or service during the applicable restriction period. If the restricted share units have not been forfeited, then we shall deliver to the holder unrestricted ordinary shares that will be freely transferable after the last day of the restriction period as specified in the award agreement.

Plan Administration. The plan administrator is our board of directors or a committee designated by our board of directors. The plan administrator will determine the provisions and terms and conditions of each grant.

Award Agreement. Options, restricted shares, or restricted share units granted under the plan are evidenced by an award agreement that sets forth the terms, conditions, and limitations for each grant.

Option Exercise Price. The exercise price subject to an option shall be determined by the plan administrator and set forth in the award agreement. The exercise price may be amended or adjusted in the absolute discretion of the plan administrator, the determination of which shall be final, binding and conclusive. To the extent not prohibited by applicable laws or the rules of any exchange on which our securities are listed, a downward adjustment of the exercise prices of options shall be effective without the approval of the shareholders or the approval of the affected participants.

Eligibility. We may grant awards to our employees, directors, consultants, and advisers or those of any related entities.

Term of the Awards. The term of each option grant shall be stated in the award agreement, provided that the term shall not exceed 10 years from the date of the grant. As for the restricted shares and restricted share units, the plan administrator shall determine and specify the period of restriction in the award agreement.

Vesting Schedule. In general, the plan administrator determines the vesting schedule, which is set forth in the award agreement.

Transfer Restrictions. Options to purchase our ordinary shares may not be transferred in any manner by the option holder other than by will or the laws of succession and may be exercised during the lifetime of the option holder only by the option holder. Restricted shares and restricted share units may not be transferred during the period of restriction.

Termination of the Plan. Unless terminated earlier, the 2010 plan will terminate automatically in 2020. In the event that the award recipient ceases employment with us or ceases to provide services to us, the options will terminate after a period of time following the termination of employment and the restricted shares and restricted share units that are at that time subject to restrictions will be forfeited to or repurchased by us. Our board of directors has the authority to amend or terminate the plan subject to shareholder approval with respect to certain amendments. However, no such action may adversely affect in any material way any awards previously granted unless agreed by the recipient.

PRINCIPAL SHAREHOLDERS

The following table sets forth information concerning the beneficial ownership of our ordinary shares as of the date of this prospectus, assuming conversion of all of our series A preferred shares into ordinary shares, by:

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

The calculations in the table below assume that there are 23,150,000 ordinary shares outstanding, assuming conversion of all series A preferred shares into ordinary shares, as of the date of this prospectus and ordinary shares outstanding immediately after the completion of this offering, and that the underwriters do not exercise their over-allotment option.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant, or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Ordinary shares Beneficially Owned Prior to This Offering		Ordinary shares Being Sold in This Offering		Ordinary shares Beneficially Owned After This Offering	
	Number	%	Number	%	Number	%
Directors and Executive Officers:*						
Jingbo Wang(1)	6,880,000	29.7				
Zhe Yin(2)	1,660,000	7.2				
Boquan He(3)	2,300,000	9.9				
Chia-Yue Chang(4)	2,200,000	9.5				
Steve Yue Ji(5)	5,900,000	25.5				
Tao Thomas Wu	**	**				
Qi Jia	—	—				
Song Ying	—	—				
Ye Tang	**	**				
All Directors and Executive Officers as a Group	19,131,667	94.7				
Principal Shareholders:						
Jing Investors Co., Ltd.(6)	6,880,000	29.7				
Funds affiliated with Sequoia Capital China(7)	5,900,000	25.5				
Quan Investment Co., Ltd.(8)	2,300,000	9.9				
Jia Investment Co., Ltd.(9)	2,200,000	9.5				
Yin Investment Co., Ltd.(10)	1,660,000	7.2				
Hua Investment Co., Ltd.(11)	1,300,000	5.6				

Notes:

* Except for Messrs Boquan He and Steve Yue Ji and Ms. Chia-Yue Chang, the business address of our directors and executive officers is c/o 6th Floor, Times Finance Center, No. 68 Middle Yincheng Road, Pudong, Shanghai 200120, People's Republic of China.

** Less than 1%.

(1) Represents 6,880,000 ordinary shares held by Jing Investors Co., Ltd. Jing Investors Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Ms. Jingbo Wang.

(2) Represents 1,660,000 ordinary shares held by Yin Investment Co., Ltd. Yin Investment Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Mr. Zhe Yin.

(3) Represents 2,300,000 ordinary shares held by Quan Investment Co., Ltd. Quan Investment Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Mr. Boquan He. The business address of

Mr. Boquan He is Room 13-15, 32nd Floor, No. 183-187 Daduhui Plaza, North Tianhe Road, Tianhe District, Guangzhou 510620, People's Republic of China.

(4) Represents 2,200,000 ordinary shares held by Jia Investment Co., Ltd. Jia Investment Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Ms. Chia-Yue Chang. The residence address of Ms. Chang is W37, No.1, Long Dong Building, Pudong, Shanghai 201203, China.

(5) Represents 4,646,840 ordinary shares issuable upon conversion of 2,323,420 series A preferred shares held by Sequoia Capital China I, L.P., 533,950 ordinary shares issuable upon conversion of 266,975 series A preferred shares held by Sequoia Capital China Partners Fund I, L.P. and 719,210 ordinary shares issuable upon conversion of 359,605 series A preferred shares held by Sequoia Capital China Principals Fund I, L.P. Mr. Ji is a managing director of Sequoia Capital China, an affiliate of the three Sequoia China funds. Mr. Ji disclaims beneficial ownership with respect to the shares held by the three Sequoia Capital China funds, except to the extent of his pecuniary interest therein. The business address for Mr. Ji is Room 4603, Plaza 66, Tower 2, 1366 Nanjing West Road, Shanghai 200040, People's Republic of China.

(6) Jing Investors Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Ms. Jingbo Wang. The registered address of Jing Investors Co., Ltd. is Drake Chambers, Tortola, British Virgin Islands.

(7) Represents 4,646,840 ordinary shares issuable upon conversion of 2,323,420 series A preferred shares held by Sequoia Capital China I, L.P., 533,950 ordinary shares issuable upon conversion of 266,975 series A preferred shares held by Sequoia Capital China Partners Fund I, L.P. and 719,210 ordinary shares issuable upon conversion of 359,605 series A preferred shares held by Sequoia Capital China Principals Fund I, L.P. The general partner of each of the three Sequoia Capital China funds is Sequoia Capital China Management I, L.P., whose general partner is SC China Holding Limited, a company incorporated in the Cayman Islands. SC China Holding Limited is wholly owned by Max Wealth Enterprise Limited, a company wholly owned by Mr. Neil Nanpeng Shen. Mr. Shen disclaims beneficial ownership with respect to the shares in our company held by the three Sequoia Capital China funds, except to the extent of his pecuniary interest therein. The business address of Sequoia Capital China I, L.P., Sequoia Capital China Partners Fund I, L.P. and Sequoia Capital China Principals Fund I, L.P. and Mr. Shen is Suite 2215, Two Pacific Place, 88 Queensway, Hong Kong.

(8) Quan Investment Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Mr. Boquan He. The registered address of Quan Investment Co., Ltd. is Drake Chambers, Tortola, British Virgin Islands.

(9) Jia Investment Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Ms. Chia-Yue Chang. The registered address of Jia Investment Co., Ltd. is Drake Chambers, Tortola, British Virgin Islands.

(10) Yin Investment Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Mr. Zhe Yin. The registered address of Yin Investment Co., Ltd. is Drake Chambers, Tortola, British Virgin Islands.

(11) Hua Investment Co., Ltd. is a British Virgin Islands company wholly owned and controlled by Mr. Qianghua Yan. The registered address of Hua Investment Co., Ltd. is Drake Chambers, Tortola, British Virgin Islands.

As of the date of this prospectus, 150,000 of our outstanding ordinary shares are held by one record holder in the United States. None of our shareholders has informed us that he or she is affiliated with a registered broker-dealer or is in the business of underwriting securities. None of our existing shareholders will have different voting rights from other shareholders after the completion of this offering. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company. See "Description of Share Capital—History of Securities Issuances" for a description of issuances of our ordinary shares and series A preferred shares that have resulted in significant changes in ownership held by our major shareholders.

RELATED PARTY TRANSACTIONS

Contractual Arrangements

As to our contractual arrangements with Noah Investment and its shareholders, please see “Corporate History and Structure” for a description of these contractual arrangements.

Transactions with Shareholders and Affiliates

In March 2008, we entered into a financial advisory service agreement with Sequoia Capital Management (Tianjin) Co., Ltd, a company affiliated with our series A preferred shareholders. Under the agreement and its amendment in November 2008, we provide services for the formation and management of a fund sponsored by an affiliate of Sequoia Capital China Advisors (Hong Kong) Limited. We charged 1% of the total fund subscription amount as one-time commission and 50% of the management fees charged by the affiliate of Sequoia Capital China as our recurring service fee. In 2008, we received US$0.5 million as fund initial capital raising commission and US$0.5 million management fee. In 2009 and the six months ended June 30, 2010, we received US$1.1 million and US$0.7 million, respectively, in management fees. The transaction was conducted in the ordinary course of business.

In May 2010, we started a RMB501 million (US$73.9 million) fund of private equity funds in an effort to develop our proprietary wealth management products. An equity fund in the form of a limited liability partnership, Tianjin Gefeixin Equity Investment Partnership (limited partnership), or Tianjin Gefeixin, was established in the PRC and our subsidiary Tianjin Gefei is appointed as the fund’s general partner. Pursuant to the partnership agreement, Tianjin Gefei agreed to purchase RMB5.0 million (US$0.7 million) equity interest in Tianjin Gefeixin, representing 1% of Tianjin Gefeixin’s total equity interests. So far, Tianjin Gefei has paid up half of its capital commitments. In the six months ended June 30, 2010, we received an aggregate of US$0.8 million one-time commissions and recurring service fees from Tianjin Gefeixin.

Private Placements

See “Description of Share Capital — History of Securities Issuances.”

Shareholders Agreement

See “Description of Share Capital — Shareholders Agreement.”

Employment Agreements

See “Management — Employment Agreements.”

Share Incentives

See “Management — Share Incentive Plan.”

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands company and our affairs are governed by our memorandum and articles of association and the Companies Law (2010 Revision) of the Cayman Islands, which we refer to as the Companies Law below.

As of the date hereof, our authorized share capital is US$50,000 divided into 94,100,000 ordinary shares with a par value of US$0.0005 each and 2,950,000 preferred shares with a par value of US$0.001 each, all of which are designated as series A preferred shares. As of the date of this prospectus, there are 17,100,000 ordinary shares and 2,950,000 series A preferred shares issued and outstanding. Upon the completion of this offering, all of the issued and outstanding series A preferred shares will automatically convert into our ordinary shares at a conversion rate of one to two. We will have ordinary shares (or ordinary shares if the underwriters exercise in full the over-allotment option to purchase the ADSs).

On , 2010, we adopted our fourth amended and restated memorandum and articles of association, which will become effective upon the completion of this offering. The following are summaries of material provisions of our fourth amended and restated memorandum and articles of association and the Companies Law insofar as they relate to the material terms of our ordinary shares.

Ordinary shares

General. All of our outstanding ordinary shares are fully paid. Certificates representing the ordinary shares are issued in registered form. Our shareholders who are not residents of the Cayman Islands may freely hold and vote their shares.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors subject to the Companies Law. Under Cayman Islands law, a Cayman Islands company may pay a dividend on its shares out of either profit or share premium amount, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts due in the ordinary course of business.

Voting Rights. Each ordinary share is entitled to one vote on all matters upon which the ordinary shares are entitled to vote. Voting at any shareholders' meeting is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of our board of directors or any shareholder holding at least 10% of the shares given a right to vote at the meeting, present in person or by proxy. Shareholders may attend any shareholders' meeting in person or by proxy, or if a corporation or other non-natural person, by its duly authorized representative or proxy; we currently do not allow shareholders to vote electronically.

A quorum required for a meeting of shareholders consists of at least one shareholder present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative, who hold not less than one-third of our voting share capital. Shareholders' meetings may be held annually and may be convened by our board of directors on its own initiative or upon a request to the directors by shareholders holding in aggregate at least one-third of our voting share capital. Advance notice of at least 20 days is required for the convening of shareholders' meetings.

An ordinary resolution to be passed by the shareholders requires the affirmative vote of a simple majority of the votes of the ordinary shares cast in a general meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the ordinary shares. A special resolution is required for important matters such as a change of name. Holders of the ordinary shares may effect certain changes by ordinary resolution, including alter the amount of our authorized share capital, consolidate and divide all or any of our share capital into shares of larger amount than our existing shares, and cancel any authorized but unissued shares.

Transfer of Shares. Subject to the restrictions set out in our memorandum and articles of association, our shareholders may transfer all or any of their ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors.

Our board of directors may decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board may also decline to register any transfer of any ordinary share unless (a) the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board may reasonably require to show the right of the transferor to make the transfer; (b) the instrument of transfer is in respect of only one class of ordinary shares; (c) the instrument of transfer is properly stamped, if required; (d) in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and (e) a fee of such maximum sum as the NYSE may determine to be payable, or such lesser sum as our board may from time to time require, is paid to us in respect thereof.

If our board of directors refuses to register a transfer it shall, within two months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal. The registration of transfers may be suspended on 14 days' notice being given by advertisement in such one or more newspapers or by electronic means and the register closed at such times and for such periods as our board may from time to time determine, provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30 days in any calendar year.

Liquidation. On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of shares), assets available for distribution shall be distributed among the holders of the ordinary shares shall be distributed among the holders of the ordinary shares on a pro rata basis, or otherwise as determined by the liquidator with the sanction of an special resolution of the shareholders.

Calls on Shares and Forfeiture of Shares. Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares in a notice served to such shareholders at least 14 calendar days prior to the specified time of payment. Shares that have been called upon and remain unpaid on the specified time are subject to forfeiture.

Redemption of Shares. We may issue shares on terms that are subject to redemption, at our option or at the option of the holders, on such terms and in such manner as may, before the issue of such shares, be determined by special resolution.

Variations of Rights of Shares. All or any of the special rights attached to any class of shares may be varied either with the written consent of the holders of a majority of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

Inspection of Books and Records. Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will provide our shareholders with annual audited financial statements. See "Where You Can Find Additional Information."

History of Securities Issuances and Transfers

The following is a summary of our securities issuances and transfers during the past three years.

In August 2007, we issued a total of 9,000 ordinary shares, then par value US$1.00 per share, to Noah Investment Management Co., Ltd. Noah Investment Management Co., Ltd. is a British Virgin Islands company whose shareholders are Jing Investors Co., Ltd., Yin Investment Co., Ltd., Xin Investment Co., Ltd., Yan Investment Co., Ltd., Quan Investment Co., Ltd., and Hua Investment Co., Ltd.

In August 2007, we effected a 1 to 1,000 subdivision of our ordinary shares and, immediately thereafter, redeemed 500,000 ordinary shares owned by Noah Investment Management Co., Ltd. As a result, Noah Investment Management Co., Ltd. owned 8,500,000 ordinary shares, then par value US$0.001 per share, as of August 31, 2007.

In January 2008, we issued 50,000 ordinary shares to Noah Investment Management Co., Ltd. to make up for a prior calculation error and effected a one to two share split of our ordinary shares. Immediately after the

share split, Noah Investment Management Co., Ltd. owned 17,100,000 shares of our ordinary shares, par value US$0.0005 per share. Later in the same month, Noah Investment Management Co., Ltd. transferred all 17,100,000 shares of our ordinary shares to its shareholders and ceased to be a record owner of our ordinary shares.

In August 2007, we issued an aggregate of 2,934,554 series A preferred shares, par value US$0.001 per share, to Sequoia entities for US$3.9 million. Sequoia entities refer to Sequoia Capital China I, L.P., Sequoia Capital China Partners Fund I, L.P. and Sequoia Capital China Principals Fund I, L.P. In January 2008, we issued an aggregate of additional 15,446 series A preferred shares to Sequoia entities without consideration to rectify a prior calculation error. As a result, Sequoia entities own 2,950,000 series A preferred shares, par value US$0.001 per share.

In connection with the above issuance of the series A preferred shares, certain of our founders entered into a restricted share agreement with the series A preferred shareholders in September 2007, which was amended in January 2008, and terminated in June 2010. Pursuant to this restricted share agreement, 7,380,000 ordinary shares owned by Jing Investors Co., Ltd., 2,160,000 ordinary shares owned by Yin Investment Co., Ltd., 720,000 ordinary shares owned by Xin Investment Co., Ltd. and 540,000 ordinary shares owned by Yan Investment Co., Ltd. were designated as restricted shares. Before the restricted share agreement was terminated, such restricted shares could be repurchased at par value by us, or by the series A preferred shareholders should we choose not to repurchase them, if the relevant founder's employment with us is voluntarily terminated by the founder or terminated by us for cause. Such repurchase rights would expire with respect to certain portion of the restricted shares as time passed. Upon the termination of the restricted share agreement, none of the restricted shares are subject to such repurchase rights from July 2010 onward.

In January 2008, we effected a 1 to 2 subdivision of our ordinary shares. After the subdivision, our total authorized share capital is divided into 94,100,000 ordinary shares with a par value of US$0.0005 each and 2,950,000 preferred shares with a par value of US$0.001 each. As a result of the subdivision, the conversion ratio between our preferred shares and ordinary shares was adjusted from 1:1 to 1:2.

In addition, we have granted options to purchase our ordinary shares to certain of our directors, executive officers, employees and consultants. As of the date of this prospectus, the aggregate number of our ordinary shares underlying our outstanding options is 1,064,400. See "Management — Share Incentive Plan." In October 2010, we issued 150,000 ordinary shares with restrictions on voting and dividend rights to an executive officer for US$0.8 million pursuant to our 2008 share incentive plan.

On October 14, 2010, four existing shareholders of our company each transferred and sold a portion of the ordinary shares in our company held by them as follows: (1) Jing Investors Co., Ltd., which is wholly owned and controlled by Ms. Jingbo Wang, our co-founder, chairman and chief executive officer, transferred and sold 500,000 ordinary shares to Quan Investment Co., Ltd., a shareholder of our company wholly owned and controlled by Mr. Boquan He, our co-founder and director at $11.94 per share; (2) Yin Investment Co., Ltd., which is wholly owned and controlled by Mr. Zhe Yin, our co-founder, director and vice president, transferred and sold 500,000 ordinary shares to a third-party purchaser at $11.94 per share; (3) Jia Investment Co., Ltd., which is wholly owned and controlled by Ms. Chia-Yue Chang, our director, transferred and sold 500,000 ordinary shares to a third-party purchaser at $11.94 per share; and (4) Hua Investment Co., Ltd., which is wholly owned and controlled by Ms. Qianghua Yan, one of the shareholders of our operating company, Noah Investment, transferred and sold 500,000 ordinary shares to a third-party purchaser at $11.94 per share.

Shareholders Agreement

In connection with the issuance of our series A preferred shares, we and all our shareholders entered into a shareholders agreement in September 2007, which was amended and restated in June 2010.

Under the amended and restated shareholders agreement and our third amended and restated memorandum and articles of association, our series A preferred shareholders are entitled to registration rights and certain

preferential rights, including non-cumulative dividend rights, liquidation preference, veto rights on certain corporate matters, right of participation, right of first refusal and co-sale right in the event that our ordinary shareholders transfer any ordinary shares, and drag-along right. Except for the registration rights, all preferred shareholders' rights will automatically terminate upon the completion of this offering.

Registration Rights

Pursuant to our amended and restated shareholders agreement, we have granted certain registration rights to our series A preferred shareholders. Set forth below is a description of the registration rights granted under the agreement.

Demand Registration Rights. At any time after the earlier of June 30, 2007 or one year following the completion of this offering, upon a written request from holders of at least 50% of the registrable securities that we file a registration statement covering the registration of no less than 20% of such holder's registrable securities (or a lesser percentage is the anticipated gross proceeds from the offering shall exceed US$5.0 million), we shall give written notice of such request to all holders of registrable securities and effect a registration covering all registrable securities requested to be included in such registration. Registrable securities include ordinary shares (i) issued or issuable upon conversion of any series A preferred shares, (ii) issued as a dividend or other distribution with respect to, or in exchange for or in replacement of, any series A preferred shares, and (iii) otherwise owned or acquired by a holder of series A preferred shares.

However, we are not obligated to proceed with a demand registration if we have already effected two demand registrations or we have, within the six months period preceding the date of such request, already effected a registration under the Securities Act pursuant to the exercise of the holders' demand registration rights or Form F-3 registration rights or in which the holders had an opportunity to participate pursuant to the exercise of their piggyback registration rights. We have the right to defer filing of a registration statement for up to 90 days if our board of directors determines in good faith that the filing of a registration statement would be materially detrimental to us, but we cannot exercise the deferral right more than once in any 12-month period.

Piggyback Registration Rights. If we propose to file a registration statement for a public offering of our securities other than pursuant to the registration statement relating to the exercise of the demand registration rights or the Form F-3 registration rights, any employee benefit plan or a corporate reorganization, or an offer and sale of debt securities, then we must offer holders of registrable securities an opportunity to include in that registration all or any part of their registrable securities. The underwriters of any underwritten offering have the right to limit the number of shares with registration rights to be included in the registration statement, subject to certain limitations.

Form F-3 Registration Rights. When we are eligible for registration on Form F-3, upon a written request from holders of at least 50% of the registrable securities, we shall give written notice of such request to all holders of registrable securities and file a registration statement on Form F-3 covering the offer and sale of the registrable securities requested to be included in such registration.

We are not obligated to effect a Form F-3 registration, among other things, if (i) we have already effected two registrations on Form F-3 in any 12-month period, (ii) we have already effected a registration under the Securities Act within the six months period preceding the date of such request, other than a registration from which the registrable securities of the holders have been excluded, or (iii) the dollar amount of securities to be sold is of an aggregate price to the public of less than US$0.5 million. We have the right to defer filing of a registration statement for up to 60 days if our board of directors determines in good faith that the filing of a registration statement would be materially detrimental to us, but we cannot exercise the deferral right more than once in any 12-month period.

Expenses of Registration. We will pay all expenses relating to any demand, Form F-3, or piggyback registration.

Termination of Obligations. We shall have no obligation to effect any demand, Form F-3, or piggyback registration on the earlier of (a) the date that is seven years after the completion of this offering, or (b) the date on which holders of registrable securities hold less than 1% of our total outstanding share capital on a fully diluted basis.

Exempted Company

We are an exempted company with limited liability under the Companies Law. The Companies Law distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the material exemptions and privileges, including (a) an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies, (b) an exempted company is not required to open its register of members for inspection, (c) an exempted company does not have to hold an annual general meeting, (d) an exempted company may in certain circumstances issue no par value, negotiable or bearer shares, and (e) an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands.

Differences in Corporate Law

The Companies Law of the Cayman Islands is modeled after companies legislation of the United Kingdom but does not follow recent United Kingdom statutory enactments. In addition, the Companies Law differs from laws applicable to United States corporations and their shareholders. Set forth below is a summary of all significant differences between the material provisions of the Companies Law applicable to us and the material laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements. The Companies Law permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company; and (b) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by either (a) a special resolution of the shareholders of each constituent company voting together as one class if the shares to be issued to each shareholder in the consolidated or surviving company will have the same rights and economic value as the shares held in the relevant constituent company or (b) a shareholder resolution of each constituent company passed by a majority in number representing 75% in value of the shareholders voting together as one class. The plan must be filed with the Registrar of Companies together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) if they follow the required procedures, subject to certain exceptions. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

In addition, there are statutory provisions that facilitate the reconstruction and amalgamation of companies, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to majority vote have been met;
- the shareholders have been fairly represented at the meeting in question;
- the arrangement is such that a businessman would reasonably approve; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Law.

When a take-over offer is made and accepted by holders of 90% of the shares affected within four months, the offerer may, within a two month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed unless there is evidence of fraud, bad faith or collusion.

If the arrangement and reconstruction is thus approved, the dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of United States corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholder Proposals. Cayman Islands law provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our post-offering memorandum and articles of association allow our shareholders holding not less than one-third of our voting share capital to requisition a special meeting of the shareholders, in which case the directors are obliged to call such meeting and to put the resolutions so requisitioned to a vote at such meeting; however, our articles do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

Shareholder Meetings. As a Cayman Islands exempted company, we are not obliged by the Companies Law to call shareholders' annual general meetings. Our post-offering memorandum and articles of association provide that we may (but are not obliged to) in each year hold a general meeting as our annual general meeting in which case we shall specify the meeting as such in the notices calling it, and the annual general meeting shall be held at such time and place as may be determined by our directors. We, however, will hold an annual shareholders' meeting during each fiscal year, as required by the rules of the New York Stock Exchange.

Shareholders' Suits. The Cayman Islands courts can be expected to follow English case law precedents. The common law principles (namely the rule in Foss v. Harbottle and the exceptions thereto) which permit a noncontrolling shareholder to commence a class action against or derivative actions in the name of the company to challenge (a) an act which is ultra vires the company or illegal, (b) an act which constitutes a fraud against the minority where the wrongdoers are themselves in control of the company, and (c) an action which requires a resolution with a qualified (or special) majority which has not been obtained) have been applied and followed by the courts in the Cayman Islands.

Indemnification. Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime.

Under our fourth amended and restated memorandum and articles of association, we may indemnify our directors, officers or any trustee acting in relation to the affairs of our company against all actions, proceedings, costs, charges, losses, damages and expenses which they may incur or sustain by reason of their acting as our directors, officers or trustee, except for any matters in respect of any dishonesty, willful default or fraud which may attach to any of the said persons.

We intend to enter into indemnification agreements with our directors and executive officers to indemnify them to the fullest extent permitted by applicable law and our articles of association, from and against all costs, charges, expenses, liabilities and losses incurred in connection with any litigation, suit or proceeding to which such director is or is threatened to be made a party, witness or other participant.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us under the foregoing provisions, we have been advised that in the opinion of the Securities and Exchange Commission, or the SEC, such indemnification is against public policy as expressed in the Securities Act and therefore is unenforceable.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

Citibank, N.A. has agreed to act as the depositary for the ADSs. Citibank's depositary offices are located at 388 Greenwich Street, New York, New York 10013. ADSs represent ownership interests in securities that are on deposit with the depositary. ADSs may be represented by certificates that are commonly known as American Depositary Receipts or ADRs. The depositary typically appoints a custodian to safekeep the securities on deposit. In this case, the custodian is Citibank, N.A.—Hong Kong, located at 10/F, Harbour Front (II), 22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong.

We will appoint Citibank as depositary pursuant to a deposit agreement. A copy of the deposit agreement is on file with the SEC under cover of a Registration Statement on Form F-6. You may obtain a copy of the deposit agreement from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 and from the SEC's website (*www.sec.gov*).

We are providing you with a summary description of the material terms of the ADSs and of your material rights as an owner of ADSs. Please remember that summaries by their nature lack the precision of the information summarized and that the rights and obligations of an owner of ADSs will be determined by reference to the terms of the deposit agreement and not by this summary. We urge you to review the deposit agreement in its entirety.

Each ADS represents the right to receive ordinary shares on deposit with the custodian. An ADS also represents the right to receive any other property received by the depositary or the custodian on behalf of the owner of the ADS but that has not been distributed to the owners of ADSs because of legal restrictions or practical considerations.

If you become an owner of ADSs, you will become a party to the deposit agreement and therefore will be bound to its terms and to the terms of any ADR that represents your ADSs. The deposit agreement and the ADR specify our rights and obligations as well as your rights and obligations as owner of ADSs and those of the depositary. As an ADS holder you appoint the depositary to act on your behalf in certain circumstances. The deposit agreement and the ADRs are governed by New York law. However, our obligations to the holders of ordinary shares will continue to be governed by the laws of the Cayman Islands, which may be different from the laws in the United States.

In addition, applicable laws and regulations may require you to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. You are solely responsible for complying with such reporting requirements and obtaining such approvals. Neither the depositary, the custodian, we nor any of their or our respective agents or affiliates shall be required to take any actions whatsoever on behalf of you to satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

As an owner of ADSs, you may hold your ADSs either by means of an ADR registered in your name, through a brokerage or safekeeping account, or through an account established by the depositary in your name reflecting the registration of uncertificated ADSs directly on the books of the depositary (commonly referred to as the direct registration system or DRS). The direct registration system reflects the uncertificated (book-entry) registration of ownership of ADSs by the depositary. Under the direct registration system, ownership of ADSs is evidenced by periodic statements issued by the depositary to the holders of the ADSs. The direct registration system includes automated transfers between the depositary and The Depository Trust Company, or DTC, the central book-entry clearing and settlement system for equity securities in the United States. If you decide to hold your ADSs through your brokerage or safekeeping account, you must rely on the procedures of your broker or bank to assert your rights as ADS owner. Banks and brokers typically hold securities such as the ADSs through clearing and settlement systems such as DTC. The procedures of such clearing and settlement systems may limit your ability to exercise your rights as an owner of ADSs. Please consult with your broker or bank if you have any questions concerning these limitations and procedures. All ADSs held through DTC will be registered in the name of a nominee of DTC. This summary description assumes you have opted to own the ADSs directly by means of an ADS registered in your name and, as such, we will refer to you as the "holder."

Dividends and Distributions

As a holder, you generally have the right to receive the distributions we make on the securities deposited with the custodian. Your receipt of these distributions may be limited, however, by practical considerations and legal limitations. Holders will receive such distributions under the terms of the deposit agreement in proportion to the number of ADSs held as of a specified record date.

Distributions of Cash

Whenever we make a cash distribution for the securities on deposit with the custodian, we will deposit the funds with the custodian. Upon receipt of confirmation of the deposit of the requisite funds, the depositary will arrange for the funds to be converted into U.S. dollars and for the distribution of the U.S. dollars to the holders, subject to the laws and regulations of the Cayman Islands.

The conversion into U.S. dollars will take place only if practicable and if the U.S. dollars are transferable to the United States. The amounts distributed to holders will be net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. The depositary will apply the same method for distributing the proceeds of the sale of any property (such as undistributed rights) held by the custodian in respect of securities on deposit.

The distribution of cash will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement.

Distributions of Ordinary Shares

Whenever we make a free distribution of ordinary shares for the securities on deposit with the custodian, we will deposit the applicable number of ordinary shares with the custodian. Upon receipt of confirmation of such deposit, the depositary will either distribute to holders new ADSs representing the ordinary shares deposited or modify the ADS-to-ordinary share ratio, in which case each ADS you hold will represent rights and interests in the additional ordinary shares so deposited. Only whole new ADSs will be distributed. Fractional entitlements will be sold and the proceeds of such sale will be distributed as in the case of a cash distribution.

The distribution of new ADSs or the modification of the ADS-to-ordinary share ratio upon a distribution of ordinary shares will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes or governmental charges, the depositary may sell all or a portion of the new ordinary shares so distributed.

No such distribution of new ADSs will be made if it would violate a law (including U.S. securities laws) or if it is not operationally practicable. If the depositary does not distribute new ADSs as described above, it may sell the ordinary shares received upon the terms described in the deposit agreement and will distribute the proceeds of the sale as in the case of a distribution of cash.

Distributions of Rights

Whenever we intend to distribute rights to purchase additional ordinary shares, we will give prior notice to the depositary and we will assist the depositary in determining whether it is lawful and reasonably practicable to distribute rights to purchase additional ADSs to holders.

The depositary will establish procedures to distribute rights to purchase additional ADSs to holders and to enable such holders to exercise such rights if it is lawful and reasonably practicable to make the rights available to holders of ADSs, and if we provide all of the documentation contemplated in the deposit agreement (such as opinions to address the lawfulness of the transaction). You may have to pay fees, expenses, taxes and other governmental charges to subscribe for the new ADSs upon the exercise of your rights. The depositary is not obligated to establish procedures to facilitate the distribution and exercise by holders of rights to purchase new ordinary shares other than in the form of ADSs.

The depositary will *not* distribute the rights to you if:

- we do not timely request that the rights be distributed to you or we request that the rights not be distributed to you; or
- we fail to deliver satisfactory documents to the depositary; or
- it is not reasonably practicable to distribute the rights.

The depositary will sell the rights that are not exercised or not distributed if such sale is lawful and reasonably practicable. The proceeds of such sale will be distributed to holders as in the case of a cash distribution. If the depositary is unable to sell the rights, it will allow the rights to lapse.

Elective Distributions

Whenever we intend to distribute a dividend payable at the election of shareholders either in cash or in additional shares, we will give prior notice thereof to the depositary and will indicate whether we wish the elective distribution to be made available to you. In such case, we will assist the depositary in determining whether such distribution is lawful and reasonably practicable.

The depositary will make the election available to you only if it is reasonably practicable and if we have provided all of the documentation contemplated in the deposit agreement. In such case, the depositary will establish procedures to enable you to elect to receive either cash or additional ADSs, in each case as described in the deposit agreement.

If the election is not made available to you, you will receive either cash or additional ADSs, depending on what a shareholder in the Cayman Islands would receive upon failing to make an election, as more fully described in the deposit agreement.

Other Distributions

Whenever we intend to distribute property other than cash, ordinary shares or rights to purchase additional ordinary shares, we will notify the depositary in advance and will indicate whether we wish such distribution to be made to you. If so, we will assist the depositary in determining whether such distribution to holders is lawful and reasonably practicable.

If it is reasonably practicable to distribute such property to you and if we provide all of the documentation contemplated in the deposit agreement, the depositary will distribute the property to the holders in a manner it deems practicable.

The distribution will be made net of fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes and governmental charges, the depositary may sell all or a portion of the property received.

The depositary will *not* distribute the property to you and will sell the property if:

- we do not request that the property be distributed to you or if we ask that the property not be distributed to you; or
- we do not deliver satisfactory documents to the depositary; or
- the depositary determines that all or a portion of the distribution to you is not reasonably practicable.

The proceeds of such a sale will be distributed to holders as in the case of a cash distribution.

Redemption

Whenever we decide to redeem any of the securities on deposit with the custodian, we will notify the depositary in advance. If it is practicable and if we provide all of the documentation contemplated in the deposit agreement, the depositary will provide notice of the redemption to the holders.

The custodian will be instructed to surrender the shares being redeemed against payment of the applicable redemption price. The depositary will convert the redemption funds received into U.S. dollars upon the terms of the deposit agreement and will establish procedures to enable holders to receive the net proceeds from the redemption upon surrender of their ADSs to the depositary. You may have to pay fees, expenses, taxes and other governmental charges upon the redemption of your ADSs. If less than all ADSs are being redeemed, the ADSs to be retired will be selected by lot or on a *pro rata* basis, as the depositary may determine.

Changes Affecting Ordinary Shares

The ordinary shares held on deposit for your ADSs may change from time to time. For example, there may be a change in nominal or par value, a split-up, cancellation, consolidation or reclassification of such ordinary shares or a recapitalization, reorganization, merger, consolidation or sale of assets.

If any such change were to occur, your ADSs would, to the extent permitted by law, represent the right to receive the property received or exchanged in respect of the ordinary shares held on deposit. The depositary may in such circumstances deliver new ADSs to you, amend the deposit agreement, the ADRs and the applicable Registration Statement(s) on Form F-6, call for the exchange of your existing ADSs for new ADSs and take any other actions that are appropriate to reflect as to the ADSs the change affecting the ordinary shares. If the depositary may not lawfully distribute such property to you, the depositary may sell such property and distribute the net proceeds to you as in the case of a cash distribution.

Issuance of ADSs upon Deposit of Ordinary Shares

The depositary may create ADSs on your behalf if you or your broker deposit ordinary shares with the custodian. The depositary will deliver these ADSs to the person you indicate only after you pay any applicable issuance fees and any charges and taxes payable for the transfer of the ordinary shares to the custodian. Your ability to deposit ordinary shares and receive ADSs may be limited by U.S. and Cayman Islands legal considerations applicable at the time of deposit.

The issuance of ADSs may be delayed until the depositary or the custodian receives confirmation that all required approvals have been given and that the ordinary shares have been duly transferred to the custodian. The depositary will only issue ADSs in whole numbers.

When you make a deposit of ordinary shares, you will be responsible for transferring good and valid title to the depositary. As such, you will be deemed to represent and warrant that:

- The ordinary shares are duly authorized, validly issued, fully paid, non-assessable and legally obtained.
- All preemptive (and similar) rights, if any, with respect to such ordinary shares have been validly waived or exercised.
- You are duly authorized to deposit the ordinary shares.
- The ordinary shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and are not, and the ADSs issuable upon such deposit will not be, “restricted securities” (as defined in the deposit agreement).
- The ordinary shares presented for deposit have not been stripped of any rights or entitlements.

If any of the representations or warranties are incorrect in any way, we and the depositary may, at your cost and expense, take any and all actions necessary to correct the consequences of the misrepresentations.

Transfer, Combination and Split Up of ADRs

If you hold ADRs, you will be entitled to transfer, combine or split up your ADRs and the ADSs evidenced thereby. For transfers of ADRs, you will have to surrender the ADRs to be transferred to the depositary and also must:

- ensure that the surrendered ADR certificate is properly endorsed or otherwise in proper form for transfer;
- provide such proof of identity and genuineness of signatures as the depositary deems appropriate;
- provide any transfer stamps required by the State of New York or the United States; and
- pay all applicable fees, charges, expenses, taxes and other government charges payable by ADR holders pursuant to the terms of the deposit agreement, upon the transfer of ADRs.

To have your ADRs either combined or split up, you must surrender the ADRs in question to the depositary with your request to have them combined or split up, and you must pay all applicable fees, charges and expenses payable by ADR holders pursuant to the terms of the deposit agreement upon a combination or split up of ADRs.

Withdrawal of Ordinary Shares Upon Cancellation of ADSs

As a holder, you will be entitled to present your ADSs to the depositary for cancellation and then receive the corresponding number of underlying ordinary shares at the custodian's offices. Your ability to withdraw the ordinary shares may be limited by U.S. and Cayman Islands legal considerations applicable at the time of withdrawal. In order to withdraw the ordinary shares represented by your ADSs, you will be required to pay to the depositary the fees for cancellation of ADSs and any charges and taxes payable upon the transfer of the ordinary shares being withdrawn. You assume the risk for delivery of all funds and securities upon withdrawal. Once canceled, the ADSs will not have any rights under the deposit agreement.

If you hold ADSs registered in your name, the depositary may ask you to provide proof of identity and genuineness of any signature and such other documents as the depositary may deem appropriate before it will cancel your ADSs. The withdrawal of the ordinary shares represented by your ADSs may be delayed until the depositary receives satisfactory evidence of compliance with all applicable laws and regulations. Please keep in mind that the depositary will only accept ADSs for cancellation that represent a whole number of securities on deposit.

You will have the right to withdraw the securities represented by your ADSs at any time except for:

- temporary delays that may arise because (i) the transfer books for the ordinary shares or ADSs are closed or (ii) ordinary shares are immobilized on account of a shareholders' meeting or a payment of dividends;
- obligations to pay fees, taxes and similar charges; and
- restrictions imposed because of laws or regulations applicable to ADSs or the withdrawal of securities on deposit.

The deposit agreement may not be modified to impair your right to withdraw the securities represented by your ADSs except to comply with mandatory provisions of law.

Voting Rights

As a holder, you generally have the right under the deposit agreement to instruct the depositary to exercise the voting rights for the ordinary shares represented by your ADSs. The voting rights of holders of ordinary shares are described in Description of Share Capital.

If we ask for your instructions, as soon as practicable after receiving notice of any meeting or solicitation of consents or proxies from us, the depositary will distribute to the registered ADS holders a notice stating such information as is contained in the voting materials received by the depositary and describing how you may instruct the depositary to exercise the voting rights for the shares which underlie your ADSs, including instructions for giving a discretionary proxy to a person designated by us. The materials will (1) describe the matters to be voted on and (2) explain how you may instruct the depositary to vote the shares or other deposited securities underlying your ADSs as you direct. For instructions to be valid, the depositary must receive them on or before the date specified. The depositary will try, as far as practical, subject to the laws of the Cayman Islands and of our memorandum and articles of association, to vote or to have its agents vote the shares or other deposited securities as you instruct. The depositary will only vote or attempt to vote as you instruct.

Voting at our shareholders' meetings is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of our board of directors or any shareholder present in person or by proxy. If the depositary timely receives voting instructions from a holder of ADSs, the depositary will endeavor to cause the ordinary shares on deposit to be voted as follows: (a) in the event voting takes place at a shareholders' meeting by show of hands, the depositary will instruct the custodian to vote all ordinary shares on deposit in accordance with the voting instructions received from a majority of the holders of ADSs who provided voting instructions; or (b) in the event voting takes place at a shareholders' meeting by poll, the depositary will instruct the custodian to vote the ordinary shares on deposit in accordance with the voting instructions received from holders of ADSs. In the event of voting by poll, ordinary shares in respect of which no timely voting instructions have been received from ADS holders will not be voted.

Please note that the ability of the depositary to carry out voting instructions may be limited by practical and legal limitations and the terms of the securities on deposit. We cannot assure you that you will receive voting materials in time to enable you to return voting instructions to the depositary in a timely manner. Securities for which no voting instructions have been received will not be voted.

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, pursuant to the deposit agreement, we will give the depositary notice of any such meeting and details concerning the matters to be voted upon at least 30 days in advance of the meeting date, although our post-IPO memorandum and articles of association only otherwise require an advance notice of at least 20 days.

Both ordinary shareholders and the depositary or proxy for voting on behalf of ADS holders have the option of voting in person or by proxy at a shareholders' meeting.

Fees and Charges

As an ADS holder, you will be required to pay the following service fees to the depositary:

Service	Fees
• Issuance of ADSs	Up to $0.05 per ADS issued
• Cancellation of ADSs	Up to $0.05 per ADS canceled
• Distribution of cash dividends or other cash distributions	Up to $0.05 per ADS held
• Distribution of ADSs pursuant to stock dividends, free stock distributions or exercise of rights.	Up to $0.05 per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to $0.05 per ADS held
• Depositary services	Up to $0.05 per ADS held on the applicable record date(s) established by the depositary
• Transfer of ADRs	$1.50 per certificate presented for transfer

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

- fees for the transfer and registration of ordinary shares charged by the registrar and transfer agent for the ordinary shares in the Cayman Islands (*i.e.*, upon deposit and withdrawal of ordinary shares);
- expenses incurred for converting foreign currency into U.S. dollars;
- expenses for cable, telex and fax transmissions and for delivery of securities;
- taxes and duties upon the transfer of securities (*i.e.*, when ordinary shares are deposited or withdrawn from deposit); and
- fees and expenses incurred in connection with the delivery or servicing of ordinary shares on deposit.

Depositary fees payable upon the issuance and cancellation of ADSs are typically paid to the depositary by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary and by the brokers (on behalf of their clients) delivering the ADSs to the depositary for cancellation. The brokers in turn charge these fees to their clients. Depositary fees payable in connection with distributions of cash or securities to ADS holders and the depositary services fee are charged by the depositary to the holders of record of ADSs as of the applicable ADS record date.

The depositary fees payable for cash distributions are generally deducted from the cash being distributed. In the case of distributions other than cash (such as stock dividends and rights distributions), the depositary charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depositary sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depositarys.

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

Note that the fees and charges you may be required to pay may vary over time and may be changed by us and by the depositary. You will receive prior notice of such changes.

The depositary may reimburse us for certain expenses incurred by us in respect of the ADR program established pursuant to the deposit agreement, by making available a portion of the depositary fees charged in respect of the ADR program or otherwise, upon such terms and conditions as we and the depositary may agree from time to time.

Amendments and Termination

We may agree with the depositary to modify the deposit agreement at any time without your consent. We undertake to give holders 30 days' prior notice of any modifications that would materially prejudice any of their substantial rights under the deposit agreement. We will not consider to be materially prejudicial to your substantial rights any modifications or supplements that are reasonably necessary for the ADSs to be registered under the Securities Act or to be eligible for book-entry settlement, in each case without imposing or increasing the fees and charges you are required to pay. In addition, we may not be able to provide you with prior notice of any modifications or supplements that are required to accommodate compliance with applicable provisions of law.

You will be bound by the modifications to the deposit agreement if you continue to hold your ADSs after the modifications to the deposit agreement become effective. The deposit agreement cannot be amended to prevent you from withdrawing the ordinary shares represented by your ADSs (except as permitted by law).

We have the right to direct the depositary to terminate the deposit agreement. Similarly, the depositary may in certain circumstances on its own initiative terminate the deposit agreement. In either case, the depositary must give notice to the holders at least 30 days before termination. Until termination, your rights under the deposit agreement will be unaffected.

After termination, the depositary will continue to collect distributions received (but will not distribute any such property until you request the cancellation of your ADSs) and may sell the securities held on deposit. After the sale, the depositary will hold the proceeds from such sale and any other funds then held for the holders of ADSs in a non-interest bearing account. At that point, the depositary will have no further obligations to holders other than to account for the funds then held for the holders of ADSs still outstanding (after deduction of applicable fees, taxes and expenses).

Books of Depositary

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the ADSs and the deposit agreement.

The depositary will maintain facilities in New York to record and process the issuance, cancellation, combination, split-up and transfer of ADSs. These facilities may be closed from time to time, to the extent not prohibited by law.

Limitations on Obligations and Liabilities

The deposit agreement limits our obligations and the depositary's obligations to you. It also limits our liability and the liability of the depositary. However, the limitations will not be effective to waive liabilities under the federal securities laws of the United States because any agreement to waive the requirements of the federal securities laws of the United States is void under Section 14 of the Securities Act. Please note the following:

- We and the depositary are obligated only to take the actions specifically stated in the deposit agreement without negligence or bad faith.

- The depositary disclaims any liability for any failure to carry out voting instructions, for any manner in which a vote is cast or for the effect of any vote, provided it acts in good faith and in accordance with the terms of the deposit agreement.
- The depositary disclaims any liability for any failure to determine the lawfulness or practicality of any action, for the content of any document forwarded to you on our behalf or for the accuracy of any translation of such a document, for the investment risks associated with investing in ordinary shares, for the validity or worth of the ordinary shares, for any tax consequences that result from the ownership of ADSs, for the credit-worthiness of any third party, for allowing any rights to lapse under the terms of the deposit agreement, for the timeliness of any of our notices or for any failure by us to give notice.
- We and the depositary will not be obligated to perform any act that is inconsistent with the terms of the deposit agreement.
- We and the depositary disclaim any liability if we or the depositary are prevented or forbidden from or subject to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement, by reason of any provision, present or future of any law or regulation, or by reason of present or future provision of any provision of our articles of association, or any provision of or governing the securities on deposit, or by reason of any act of God or war or other circumstances beyond our control.
- We and the depositary disclaim any liability by reason of any exercise of, or failure to exercise, any discretion provided for the deposit agreement or in our articles of association or in any provisions of or governing the securities on deposit.
- We and the depositary further disclaim any liability for any action or inaction in reliance on the advice or information received from legal counsel, accountants, any person presenting ordinary shares for deposit, any holder of ADSs or authorized representatives thereof, or any other person believed by either of us in good faith to be competent to give such advice or information.
- We and the depositary also disclaim liability for the inability of a holder to benefit from any distribution, offering, right or other benefit that is made available to holders of ordinary shares but is not, under the terms of the deposit agreement, made available to you.
- We and the depositary may rely without any liability upon any written notice, request or other document believed to be genuine and to have been signed or presented by the proper parties.
- We and the depositary also disclaim liability for any consequential or punitive damages for any breach of the terms of the deposit agreement.

Pre-Release Transactions

The depositary may, in certain circumstances, issue ADSs before receiving a deposit of ordinary shares or release ordinary shares before receiving ADSs for cancellation. These transactions are commonly referred to as “pre-release transactions.” The deposit agreement limits the aggregate size of pre-release transactions and imposes a number of conditions on such transactions (including the need to receive collateral, the type of collateral required and the representations required from brokers). The depositary may retain the compensation received from the pre-release transactions.

Taxes

You will be responsible for the taxes and other governmental charges payable on the ADSs and the securities represented by the ADSs. We, the depositary and the custodian may deduct from any distribution the taxes and governmental charges payable by holders and may sell any and all property on deposit to pay the taxes and governmental charges payable by holders. You will be liable for any deficiency if the sale proceeds do not cover the taxes that are due.

The depositary may refuse to issue ADSs, to deliver, transfer, split and combine ADRs or to release securities on deposit until all taxes and charges are paid by the applicable holder. The depositary and the custodian may take reasonable administrative actions to obtain tax refunds and reduced tax withholding for any distributions on your behalf. However, you may be required to provide to the depositary and to the custodian proof of taxpayer status and residence and such other information as the depositary and the custodian may require to fulfill legal obligations. You are required to indemnify us, the depositary and the custodian for any claims with respect to taxes based on any tax benefit obtained for you.

Foreign Currency Conversion

The depositary will arrange for the conversion of all foreign currency received into U.S. dollars if such conversion is practical, and it will distribute the U.S. dollars in accordance with the terms of the deposit agreement. You may have to pay fees and expenses incurred in converting foreign currency, such as fees and expenses incurred in complying with currency exchange controls and other governmental requirements.

If the conversion of foreign currency is not practical or lawful, or if any required approvals are denied or not obtainable at a reasonable cost or within a reasonable period, the depositary may take the following actions in its discretion:

- Convert the foreign currency to the extent practical and lawful and distribute the U.S. dollars to the holders for whom the conversion and distribution is lawful and practical.
- Distribute the foreign currency to holders for whom the distribution is lawful and practical.
- Hold the foreign currency (without liability for interest) for the applicable holders.

SHARES ELIGIBLE FOR FUTURE SALES

Upon completion of this offering, we will have ADSs outstanding, representing approximately % of our outstanding ordinary shares. All of the ADSs sold in this offering will be freely transferable by persons other than by our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial amounts of our ADSs in the public market could adversely affect prevailing market prices of our ADSs. Prior to this offering, there has been no public market for our ordinary shares or the ADSs, and although we have applied to list the ADSs on the NYSE, we cannot assure you that a regular trading market will develop in the ADSs. We do not expect that a trading market will develop for our ordinary shares not represented by the ADSs.

Lock-Up Agreements

We have agreed that we will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act relating to any ADSs or shares of ordinary shares, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of the representatives for a period of 180 days after the date of this prospectus, except issuances pursuant to the exercise of employee share options outstanding on the date hereof or pursuant to our dividend reinvestment plan.

Our officers, directors and principal shareholders have agreed that they will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any ADSs or shares of ordinary shares or securities convertible into or exchangeable or exercisable for any ADSs or shares of ordinary shares, enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of our ADSs, whether any of these transactions are to be settled by delivery of our ADSs or other securities, in cash or otherwise, or publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of the representatives for a period of 180 days after the date of this prospectus. After the expiration of the 180-day period, the ordinary shares or ADSs held by our directors, executive officers or principal shareholders may be sold subject to the restrictions under Rule 144 under the Securities Act or by means of registered public offerings.

The 180-day lock-up period is subject to adjustment under certain circumstances. If in the event that either (1) during the last 17 days of the "lock-up" period, we release earnings results or material news or a material event relating to us occurs or (2) prior to the expiration of the "lock-up" period, we announce that we will release earnings results during the 16-day period beginning on the last day of the "lock-up" period, then in either case the expiration of the "lock-up" will be extended until the expiration of the 18-day period beginning on the date of the release of the earnings results or the occurrence of the material news or event, as applicable, unless the representatives waive, in writing, such an extension.

The restrictions described in the preceding paragraphs will be automatically extended under certain circumstances. See "Underwriting."

Other than this offering, we are not aware of any plans by any significant shareholders to dispose of significant numbers of our ADSs or ordinary shares. However, one or more existing shareholders or owners of securities convertible or exchangeable into or exercisable for our ADSs or ordinary shares may dispose of significant numbers of our ADSs or ordinary shares. We cannot predict what effect, if any, future sales of our ADSs or ordinary shares, or the availability of ADSs or ordinary shares for future sale, will have on the trading price of our ADSs from time to time. Sales of substantial amounts of our ADSs or ordinary shares in the public market, or the perception that these sales could occur, could adversely affect the trading price of our ADSs.

Rule 144

All of our ordinary shares outstanding prior to this offering are "restricted shares" as that term is defined in Rule 144 under the Securities Act and may be sold publicly in the United States only if they are subject to an

effective registration statement under the Securities Act or pursuant to an exemption from the registration requirement such as those provided by Rule 144 and Rule 701 promulgated under the Securities Act. In general, under Rule 144 as currently in effect, beginning 90 days after the date of this prospectus a person (or persons whose shares are aggregated) who has beneficially owned our restricted shares for at least six months, is entitled to sell the restricted securities without registration under the Securities Act, subject to certain restrictions. Persons who are our affiliates may sell within any three-month period a number of restricted shares that does not exceed the greater of the following:

- 1% of the then outstanding ordinary shares, in the form of ADSs or otherwise, which will equal approximately ordinary shares immediately after this offering, assuming the underwriters do not exercise their over-allotment option; or
- the average weekly trading volume of our ordinary shares in the form of ADSs or otherwise, during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC.

Rule 701

In general, under Rule 701 of the Securities Act as currently in effect, each of our employees, consultants or advisors who purchases our ordinary shares from us in connection with a compensatory stock plan or other written agreement executed prior to the completion of this offering is eligible to resell such ordinary shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

Registration Rights

Upon completion of this offering, certain holders of our ordinary shares or their transferees will be entitled to request that we register their shares under the Securities Act, following the expiration of the lock-up agreements described above. See “Description of Share Capital — Registration Rights.”

TAXATION

The following summary of the material Cayman Islands, PRC and United States federal income tax consequences of an investment in our ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this registration statement, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ADSs or ordinary shares, such as the tax consequences under state, local and other tax laws. To the extent that the discussion relates to matters of Cayman Islands tax law, it represents the opinion of Maples and Calder, our special Cayman Islands counsel. To the extent that the discussion relates to matters of PRC tax law, it represents the opinion of Zhong Lun Law Firm, our special PRC counsel and, to the extent set forth below under "— Material United States Federal Income Tax Considerations," subject to the qualifications set forth there, it represents the opinion of Skadden, Arps, Slate, Meagher & Flom LLP, our special United States counsel.

Cayman Islands Taxation

Maples and Calder advises us that the Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty and there are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. Maples and Calder further advises us that although it is unlikely that we will be subject to material taxes, there is no assurance that the Cayman Islands government will not impose taxes in the future, which could be material to us. In addition, there may be tax consequences if we are, for example, involved in any transfer or conveyance of immovable property in the Cayman Islands. Maples and Calder also advises us that the Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by us and there are no exchange control regulations or currency restrictions in the Cayman Islands.

People's Republic of China Taxation

The PRC enterprise income tax is calculated based on the taxable income determined under the PRC laws and accounting standards. Under the PRC Enterprise Income Tax Law and its implementation rules effective on January 1, 2008, all domestic and foreign-invested companies in China are subject to a uniform enterprise income tax at the rate of 25% and dividends from a PRC subsidiary to its foreign parent company are subject to a withholding tax at the rate of 10%, unless such foreign parent company's jurisdiction of incorporation has a tax treaty with China that provides for a reduced rate of withholding tax, or the tax is otherwise exempted or reduced pursuant to the PRC tax laws. Zhong Lun Law Firm advises us that since there is currently no such tax treaty between China and the Cayman Islands, dividends we receive from our PRC subsidiary, Noah Rongyao, will be subject to a 10% withholding tax.

Under the PRC Enterprise Income Tax Law, enterprises organized under the laws of jurisdictions outside China with their "de facto management bodies" located within China may be considered PRC resident enterprises and therefore subject to PRC enterprise income tax at the rate of 25% on their worldwide income. The PRC Enterprise Income Tax Law implementation rules define the term "de facto management body" as the management body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In addition, according to a circular issued by the State Administration of Taxation in April 2009, a foreign enterprise controlled by a PRC company or a PRC company group will be classified as a "resident enterprise" with its "de facto management bodies" located within China if the following requirements are satisfied: (i) the senior management and core management departments in charge of its daily operations function mainly in the PRC; (ii) its financial and human resources decisions are subject to determination or approval by persons or bodies in the PRC; (iii) its major assets, accounting books, company seals, and minutes and files of its board and shareholders' meetings are located or kept in the PRC; and (iv) more than half of the enterprise's directors or senior management with voting rights reside in the PRC. Since our activities outside the PRC have been immaterial and as a result our worldwide income is essentially equal to our revenues derived from China, if we were deemed as a PRC resident enterprise and as a result were taxed at the rate of 25% on our worldwide income, it would not have a material impact on us. Therefore we have not

evaluated whether we are a PRC resident enterprise. In addition, given the uncertainties described below, we currently cannot reach a definitive conclusion as to whether we are a PRC resident enterprise.

The PRC Enterprise Income Tax Law and its implementation rules are relatively new and ambiguities exist with respect to the interpretation of the provisions relating to resident enterprise issues. Zhong Lun Law Firm advises us that although our company is not controlled by any PRC company or company group, we may be deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law. Zhong Lun Law Firm further advises us that if we are deemed to be a PRC resident enterprise, we will be subject to PRC enterprise income tax at the rate of 25% on our global income. In that case, however, dividend income we receive from our PRC subsidiaries may be exempt from PRC enterprise income tax because the PRC Enterprise Income Tax Law and its implementation rules generally provide that dividends received from a PRC resident enterprise from its directly invested entity that is also a PRC resident enterprise is exempt from enterprise income tax. However, as there is still uncertainty as to how the PRC Enterprise Income Tax Law and its implementation rules will be interpreted and implemented, we cannot assure you that we are eligible for such PRC enterprise income tax exemptions or reductions.

In addition, the PRC Enterprise Income Tax Law and its implementation rules are relatively new and ambiguities exist with respect to the interpretation of the provisions relating to identification of PRC-sourced income. Zhong Lun Law Firm advises us that if we are deemed to be a PRC resident enterprise, dividends distributed to our non-PRC entity investors by us, or the gain our non-PRC entity investors may realize from the transfer of our ordinary shares or ADSs, may be treated as PRC-sourced income and therefore be subject to a 10% PRC withholding tax pursuant to the PRC Enterprise Income Tax Law. If we became a PRC resident enterprise under the new PRC tax system and received income other than dividends, our profitability and cash flows would be adversely impacted due to our worldwide income being taxed in China under the PRC Enterprise Income Tax Law. Additionally, we would incur an incremental PRC dividend withholding tax cost if we distributed our profits to our ultimate shareholders. There is, however, not necessarily an incremental PRC dividend withholding tax on the piece of the profits distributed from our PRC subsidiaries, since they would have been subject to PRC dividend withholding tax even if we were not a PRC tax resident.

Material United States Federal Income Tax Considerations

The following is a summary of the material United States federal income tax consequences of the purchase, ownership and disposition of our ADSs or ordinary shares by a U.S. Holder described below that will hold our ADSs or ordinary shares as “capital assets” (generally, property held for investment) under the United States Internal Revenue Code. This summary is based upon existing United States federal income tax law, which is subject to differing interpretations or change, possibly with retroactive effect. This summary does not discuss all aspects of United States federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (for example, financial institutions, insurance companies, broker-dealers, traders in securities that elect mark-to-market treatment, partnerships and their partners, pension plans, regulated investment companies, real estate investment trusts, cooperatives, and tax-exempt organizations (including private foundations)), holders who are not U.S. Holders, holders who own (directly, indirectly, or constructively) 10% or more of our voting stock, investors that will hold their ADSs or ordinary shares as part of a straddle, hedge, conversion, constructive sale, or other integrated transaction for United States federal income tax purposes, U.S. expatriates, persons liable for alternative minimum tax, or investors that have a functional currency other than the United States dollar, all of whom may be subject to tax rules that differ significantly from those summarized below. In addition, this summary does not discuss any state, or local, or estate or gift tax considerations and, except for the cross-references below to PRC tax law and potential PRC taxes, does not discuss any non-United States tax considerations. Each U.S. Holder is urged to consult its tax advisor regarding the United States federal, state, local, and non-United States income and other tax considerations of an investment in our ADSs or ordinary shares.

General

For purposes of this summary, a “U.S. Holder” is a beneficial owner of our ADSs or ordinary shares that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for United States federal income tax purposes) created

in, or organized under the law of, the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise elected to be treated as a United States person under the United States Internal Revenue Code.

If a partnership (including any entity treated as a partnership for United States federal income tax purposes) is a beneficial owner of our ADSs or ordinary shares, the tax treatment of a partner in the partnership will depend upon the status of the partner and the activities of the partnership. Partners of a partnership holding our ADSs or ordinary shares are urged to consult their tax advisors regarding an investment in our ADSs or ordinary shares.

In the opinion of our special United States counsel, based in part on the parties complying with the deposit agreement, for United States federal income tax purposes, a U.S. Holder of ADSs will be treated as the beneficial owner of the underlying shares represented by the ADSs. U.S. Holders should be aware, however, that the U.S. Treasury has expressed concerns that parties to whom American depositary shares are pre-released before shares are delivered to the depositary, or intermediaries in the chain of ownership between holders of American depositary shares and the issuer of the security underlying the American depositary shares, may be taking actions that are inconsistent with the claiming of foreign tax credits by holders of American depositary shares. These actions would also be inconsistent with the claiming of the reduced rate of tax, described below, applicable to dividends received by certain non-corporate holders. Accordingly, the creditability of any PRC taxes, and the availability of the reduced tax rate for dividends received by certain non-corporate U.S. Holders, each described below, could be affected by actions taken by such parties or intermediaries.

PFIC Considerations

In the opinion of our special United States counsel, a non-United States corporation, such as our company, will be classified as a PFIC for United States federal income tax purposes for any taxable year, if either (i) at least 75% of its gross income for such year consists of certain types of “passive” income or (ii) at least 50% of the value of its assets (determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For this purpose, passive income includes dividends, interest, royalties, rent annuities, net gains from the sale or exchange of property producing such income, net gains from commodity transactions, net foreign currency gains and income from notional principal contracts. In addition, cash is categorized as a passive asset and the company’s unbooked intangibles are taken into account for determining the value of its assets. We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the stock.

Although the law in this regard is unclear, we treat Noah Investment as being owned by us for United States federal income tax purposes, not only because we control its management decisions but also because we are entitled to substantially all of the economic benefits associated with it, and, as a result, we consolidate the results of Noah Investment’s operations in our consolidated, U.S. GAAP financial statements. If it were determined, however, that we are not the owner of Noah Investment for United States federal income tax purposes, we may be treated as a PFIC for our taxable year ending on December 31, 2010 and any subsequent taxable year.

Accordingly, assuming that we are the owner of Noah Investment for United States federal income tax purposes, we believe that we primarily operate an independent wealth management product distribution business in China and do not expect to be a PFIC for the current taxable year. Our expectation is based on assumptions as to our projections of the value of our ADSs and outstanding ordinary shares during the year and our use of the proceeds of the initial public offering of our ADSs and of the other cash that we will hold and generate in the ordinary course of our business throughout the current taxable year. Despite our expectation, there can be no assurance that we will not be a PFIC for the current taxable year and/or later taxable years, as PFIC status is retested each year and depends on the actual facts in such year. We could be a PFIC, for example, if we do not

spend sufficient amounts of the proceeds of the initial public offering of our ADSs, if our market capitalization at any time in the future is lower than projected, or if our business and assets evolve in ways that are different from what we currently anticipate. In addition, though we believe that a majority of our assets (by value) and the income derived from such assets do not constitute passive assets and income under the PFIC rules, there is no assurance that the U.S. Internal Revenue Service will agree with us. As they are inherently factual matters, our special U.S. counsel expresses no opinion with respect to our expectations contained in this paragraph.

Furthermore, because there are uncertainties in the application of the relevant rules (as described above), it is possible that the U.S. Internal Revenue Service may successfully challenge our classification of certain income and assets as non passive or our valuation of our tangible and intangible assets, each of which may result in our company becoming classified as a PFIC for the current or subsequent taxable years. Because PFIC status is a fact-intensive determination made on an annual basis and will depend upon the composition of our assets and income and the value of our tangible and intangible assets from time to time, no assurance can be given that we are not or will not become classified as a PFIC. If we were classified as a PFIC for any year during which a U.S. Holder held our ADSs or ordinary shares, we generally would continue to be treated as a PFIC for all succeeding years during which such U.S. Holder held our ADSs or ordinary shares.

In connection with filing an annual report with the U.S. Securities and Exchange Commission, we expect to disclose to our shareholders whether or not we expect to be a PFIC for the relevant year.

The discussion below under “Dividends” and “Sale or Other Disposition of ADSs or ordinary shares” assumes that we will not be classified as a PFIC for United States federal income tax purposes. The United States federal income tax rules that apply if we are classified as a PFIC for the current taxable year or any subsequent taxable year are discussed below under “Passive Foreign Investment Company Rules.”

Dividends

In the opinion of our special United States counsel, subject to the PFIC rules discussed below, any cash distributions (including the amount of any PRC tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under United States federal income tax principles, will be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of ordinary shares, or by the depositary, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of United States federal income tax principles, any distribution paid will generally be treated as a “dividend” for United States federal income tax purposes. Subject to the discussion above regarding concerns expressed by the U.S. Treasury, for taxable years beginning before January 1, 2011, a non-corporate recipient of dividend income will be subject to tax on dividend income from a “qualified foreign corporation” at a reduced United States federal tax rate rather than the marginal tax rates applicable to ordinary income provided that certain holding period requirements are met (61 days of ownership without risk of loss reduction during the 121-day period beginning 60 days before the ex-dividend date). We will be treated as a qualified foreign corporation (i) with respect to any dividend we pay on our ADSs or ordinary shares that are readily tradable on an established securities market in the United States, or (ii) if we are eligible for the benefits of a comprehensive tax treaty with the United States that the Secretary of Treasury of the United States determines is satisfactory for this purpose and includes an exchange of information program. We have applied to list the ADSs on the New York Stock Exchange. Provided the listing is approved, we believe that the ADSs will be readily tradable on an established securities market in the United States and that we will be a qualified foreign corporation with respect to dividends paid on the ADSs. In the event we are deemed to be a resident enterprise under the PRC Enterprise Income Tax Law, or EIT law, we believe that we would be eligible for the benefits under the United States-PRC income tax treaty (which the U.S. Treasury Department has determined is satisfactory for this purpose) and that we would be treated as a qualified foreign corporation with respect to dividends paid on our ordinary shares or ADSs. U.S. Holders should consult their tax advisors regarding the availability of the reduced tax rate on dividends in their particular circumstances. Dividends received on our ADSs or ordinary shares will not be eligible for the dividends received deduction allowed to corporations.

Dividends generally will be treated as income from foreign sources for United States foreign tax credit purposes and will constitute passive category income. In the event that we are deemed to be a PRC "resident enterprise" under the EIT Law, a U.S. Holder may be subject to PRC withholding taxes on dividends paid, if any, on our ADSs or ordinary shares. (See "— People's Republic of China Taxation" above.) Depending on the U.S. Holder's particular facts and circumstances, the U.S. Holder may be eligible to claim a foreign tax credit in respect of any foreign withholding taxes imposed on dividends received on our ADSs or ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld, is permitted instead to claim a deduction, for United States federal income tax purposes, in respect of such withholdings, but only for a year in which such U.S. Holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex and their outcome depends in large part on the U.S. Holder's particular facts and circumstances. Accordingly, U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Sale or Other Disposition of ADSs or Ordinary Shares

Subject to the PFIC rules discussed below, a U.S. Holder will recognize capital gain or loss upon the sale or other disposition of ADSs or ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the U.S. Holder's adjusted tax basis in such ADSs or ordinary shares. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year and will generally be United States source gain or loss for United States foreign tax credit purposes. In the event that we are deemed to be a "resident enterprise" under the EIT Law and gain from the disposition of the ADSs or ordinary shares is subject to tax in the PRC, such gain may be treated as PRC source gain for foreign tax credit purposes under the United States-PRC income tax treaty. If such gain is not treated as PRC source gain, however, a U.S. Holder will not be able to obtain a United States foreign tax credit for any PRC tax withheld or imposed unless such U.S. Holder has other foreign source income in the appropriate category for the applicable tax year. Net long-term capital gains of non-corporate U.S. Holders currently are eligible for reduced rates of taxation. The deductibility of a capital loss may be subject to limitations. U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of our ADSs or ordinary shares, including the availability of the foreign tax credit under their particular circumstances.

PFIC Rules

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will be subject to special tax rules that have a penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which means any distribution paid during a taxable year to a U.S. Holder that is greater than 125% of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder's holding period for the ADSs or ordinary shares), and (ii) any gain realized on the sale or other disposition, including, under certain circumstances, a pledge, of ADSs or ordinary shares. Under the PFIC rules the:

- excess distribution and/or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or ordinary shares;
- amount allocated to the current taxable year and any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are classified as a PFIC, or pre-PFIC year, will be taxable as ordinary income;
- amount allocated to each prior taxable year, other than the current taxable year or a pre-PFIC year, will be subject to tax at the highest tax rate in effect applicable to the U.S. Holder for that year; and
- interest charge generally applicable to underpayments of tax will be imposed on the tax attributable to each prior taxable year, other than the current taxable year or a pre-PFIC year.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our non-United States subsidiaries is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC and would be subject to the rules described above on certain distributions by a lower-tier PFIC and a disposition of shares of a lower-tier PFIC even though such U.S. Holder would not receive the proceeds of those distributions or dispositions. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

As an alternative to the foregoing rules, a U.S. Holder of "marketable stock" in a PFIC may make a mark-to-market election with respect to our ADSs, but not our ordinary shares, provided that the ADSs are, as expected, listed on the New York Stock Exchange and that the ADSs are regularly traded. We anticipate that our ADSs should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes this election, the U.S. Holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of a corporation classified as a PFIC and such corporation ceases to be classified as a PFIC, the U.S. Holder will not be required to take into account the mark-to-market gain or loss described above during any period that such corporation is not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but only to the extent of the net amount previously included in income as a result of the mark-to-market election.

Because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for United States federal income tax purposes.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections, which, if available, would result in tax treatment different from (and generally less adverse than) the general tax treatment for PFICs described above.

If a U.S. Holder owns our ADSs or ordinary shares during any taxable year that we are a PFIC, the holder must file an annual report with the U.S. Internal Revenue Service. In the case of a U.S. Holder who has held ADSs or ordinary shares during any taxable year in respect of which we were classified as a PFIC and continues to hold such ADSs or ordinary shares (or any portion thereof) and has not previously determined to make a mark-to-market election, and who later considers making a mark-to-market election, special tax rules may apply relating to purging the PFIC taint of such ADSs or ordinary shares. Each U.S. Holder is urged to consult its tax advisor concerning the United States federal income tax consequences of purchasing, holding, and disposing ADSs or ordinary shares if we are or become classified as a PFIC, including the possibility of making a mark-to-market election and the unavailability of the QEF election.

Information Reporting and Backup Withholding

Pursuant to the Hiring Incentives to Restore Employment Act enacted on March 18, 2010, in taxable years beginning after the date of enactment, an individual U.S. Holder and certain entities may be required to submit to the Internal Revenue Service certain information with respect to his or her beneficial ownership of the ADSs or ordinary shares, if such ADSs or ordinary shares are not held on his or her behalf by a U.S. financial institution. For example, the new law requires an individual U.S. Holder to file an attachment to his or her tax return reporting interests in specified foreign financial assets (including stock of a non-U.S. company) when the

aggregate value of such interests exceed $50,000 during any taxable year. This new law also imposes penalties if an individual U.S. Holder is required to submit such information to the U.S. Internal Revenue Service and fails to do so. U.S. Holders are urged to consult their tax advisors regarding their tax filing requirements with respect to an investment in our ordinary shares or ADSs.

In addition, dividend payments with respect to the ADSs or ordinary shares and proceeds from the sale, exchange or redemption of the ADSs or ordinary shares may be subject to information reporting to the Internal Revenue Service and United States backup withholding at a rate of 28%. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes any other required certification, or who is otherwise exempt from backup withholding. U.S. Holders should consult their tax advisors regarding the application of the United States information reporting and backup withholding rules. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's United States federal income tax liability, and a U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the Internal Revenue Service in a timely manner and furnishing any required information.

UNDERWRITING

Subject to the terms and conditions of the underwriting agreement dated the date of this prospectus, the underwriters, through their representatives, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, have severally agreed to purchase from us the following respective numbers of ADSs at a public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus:

Underwriters	Number of ADSs
J.P. Morgan Securities LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Oppenheimer & Co. Inc.	
Roth Capital Partners, LLC	
Total	

The address of J.P. Morgan Securities LLC is 383 Madison Avenue, New York, New York, 10179. The address of Merrill Lynch, Pierce, Fenner & Smith Incorporated is One Bryant Park, New York, New York, 10036.

All sales of ADSs in the United States will be made through U.S. registered broker-dealers. The underwriting agreement provides that the obligations of the several underwriters to purchase the ADSs offered hereby are subject to certain conditions precedent and that the underwriters will purchase all the ADSs in the offering if any are purchased, other than those ADSs covered by the over-allotment option described below. The underwriting agreement also provides that if an underwriter defaults on its purchase commitment, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

We have granted to the underwriters an option, exercisable in whole or in part at the discretion of the representatives, at any time, from time to time, on or before 30 days after the date of this prospectus, to purchase on a pro rata basis an aggregate of up to additional ADSs from us at the public offering price, less the underwriting discounts and commissions set forth on the cover page of this prospectus. The option may be exercised only to cover any over-allotments of ADSs. We will be obligated, pursuant to the option, to sell these additional ADSs to the underwriters to the extent the option is exercised. To the extent that the underwriters exercise this option, each of the underwriters will become obligated, subject to conditions, to purchase approximately the same percentage of these additional ADSs as the number of ADSs to be purchased by it in the above table bears to the number of ADSs offered by this prospectus. If any additional ADSs are purchased, the underwriters will offer the additional ADSs on the same terms as those on which the ADSs are being offered.

We have been advised by the representatives of the underwriters that the underwriters propose to offer the ADSs initially to the public at the public offering price on the cover page of this prospectus and to selling group members at that price less a selling concession of $ per ADS. The underwriters may allow, and such dealers may reallow, a discount not exceeding $ per ADS on sales to other broker-dealers. After the initial public offering, the representatives may change the public offering price and other selling terms.

The following table summarizes the compensation we will pay:

		Total	
	Per ADS	Without Over-Allotment	With Over-Allotment
Underwriting discounts and commissions	$	$	$

Total expenses for this offering are estimated to be approximately $ million, including SEC registration fees of $, Financial Industry Regulatory Authority, or FINRA, filing fees of $, New York Stock Exchange listing fees of $, printing expenses of approximately $, legal fees of approximately $, accounting fees of approximately $, roadshow costs and expenses of

approximately $, and travel and other out-of-pocket expenses of approximately $. All amounts are estimated except for the fees relating to SEC registration, Financial Industry Regulatory Authority filing and New York Stock Exchange listing.

We have agreed to pay all fees and expenses we incur in connection with this offering.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act, or contribute to payments that we and/or the underwriters may be required to make in that respect.

We have agreed that we will not offer, sell, issue, contract to sell, pledge, or otherwise dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act, relating to, any ADSs, ordinary shares or securities convertible into or exchangeable or exercisable for, or that represent the right to receive, our ADSs or ordinary shares, or enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our ADSs or ordinary shares, or publicly disclose that we will or may enter into any transaction described above, without the prior written consent of the representatives of the underwriters for a period of 180 days after the date of this prospectus, whether any transaction described above is to be settled by the delivery of ADSs, ordinary shares or such other securities, in cash or otherwise, except for issuances pursuant to (i) the sale of ADSs or ordinary shares to the underwriters, and (ii) grants of employee share options pursuant to our share incentive plan existing on the date of this prospectus of which the underwriters have been advised in writing and is described in “Management — Share Incentive Plan” of this prospectus. However, in the event that either (1) during the last 17 days of the “lock-up” period, we release earnings results or material news or a material event relating to us occurs, or (2) prior to the expiration of the “lock-up” period, we announce that we will release earnings results during the 16-day period beginning on the last day of the “lock-up” period, then in either case the expiration of the “lock-up” will be extended until the expiration of the 18-day period beginning on the date of the release of the earnings results or the occurrence of the material news or event, as applicable, unless the representatives of the underwriters waive, in writing, such an extension.

Each of our directors, executive officers and shareholders has agreed, pursuant to the contractual restrictions described under “Shares Eligible for Future Sale — Lock-up Agreements,” that they will not offer, sell, contract to sell, pledge or otherwise transfer or dispose of, directly or indirectly, any of our ADSs, ordinary shares or securities convertible into or exchangeable or exercisable for, or that represents the right to receive, ADSs or ordinary shares, or enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our ADSs or ordinary shares, or publicly disclose that he, she or it will or may enter into any transaction described above, without the prior written consent of the representatives of the underwriters for a period of 180 days after the date of this prospectus, whether any transaction described above is to be settled by the delivery of ADSs, ordinary shares or such other securities, in cash or otherwise. However, in the event that either (1) during the last 17 days of the “lock-up” period, we release earnings results or material news or a material event relating to us occurs, or (2) prior to the expiration of the “lock-up” period, we announce that we will release earnings results during the 16-day period beginning on the last day of the “lock-up” period, then in either case the expiration of the “lock-up” will be extended until the expiration of the 18-day period beginning on the date of the release of the earnings results or the occurrence of the material news or event, as applicable, unless the representatives of the underwriters waive, in writing, such an extension. The representatives may release securities subject to the lock-ups at any time without public announcement. There are no agreements between the representatives and any of our directors, executive officers and principal shareholders releasing them from these lock-up agreements prior to the expiration of the “lock-up” period.

The representatives have informed us that the underwriters do not expect sales by the underwriters to any accounts of their respective customers over which any underwriter exercises discretionary authority in respect of transactions to purchase or sell in excess of 5% of the ADSs being offered.

We currently anticipate that we will undertake a directed share program under which we will direct the underwriters to reserve up to ADSs for sale at the initial public offering price to some of our directors, officers, employees, business associates and related persons through a directed share program. The number of ADSs available for sale to the general public in the public offering will be reduced to the extent these persons purchase any reserved ADSs. Any ADSs not so purchased will be offered by the underwriters to the general public on the same basis as the other ADSs offered hereby.

An application has been made to list our ADSs on the NYSE under the symbol "NOAH." To meet the New York Stock Exchange distribution standards for the offering, the underwriters have undertaken to distribute the ADSs in a manner so as to create a minimum of 400 round lots of ADSs, and offer a minimum public float of 1.1 million ADSs in the United States with an offering value in excess of $60 million.

Prior to this offering, there has been no public market for our ADSs or ordinary shares. The initial public offering price of the ADSs will be determined by agreement between us and the representatives. Among the factors to be considered in determining the initial public offering price of the ADSs, in addition to prevailing market conditions, will be our historical performance, estimates of our business potential and earnings prospects, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses.

In connection with the offering, the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids in accordance with Regulation M under the Securities Exchange Act of 1934, as amended.

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.
- Over-allotment involves sales by the underwriters of ADSs in excess of the number of ADSs the underwriters are obligated to purchase, which creates a syndicate short position. In a covered short position, the number of ADSs over-allotted by the underwriters is not greater than the number of ADSs that they may purchase in the over-allotment option. The underwriters may close out any covered short position by either exercising their over-allotment option or purchasing ADSs in the open market, or both.
- Syndicate covering transactions involve purchases of the ADSs in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of ADSs to close out the short position, the underwriters will consider, among other things, the price of ADSs available for purchase in the open market as compared to the price at which they may purchase ADSs through the over-allotment option.
- "Naked" short sales are any sales in excess of the over-allotment option. The underwriters must close out any naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ADSs in the open market after pricing that could adversely affect investors who purchase in the offering.
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the ADSs originally sold by the syndicate member are purchased by the stabilization manager or its agent in stabilizing or syndicate covering transactions to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our ADSs or preventing or retarding a decline in the market price of the ADSs. As a result, the price of our ADSs may be higher than the price that might otherwise exist in the open market. These transactions may be effected on the New York Stock Exchange or otherwise and, if commenced, may be discontinued at any time. The underwriters are not under any obligation to engage in these activities.

A prospectus in electronic format may be made available on the Internet web sites maintained by one or more of the underwriters, or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. Other than the prospectus in electronic format, the information on the web sites of, or any other web sites maintained by, any underwriter or a selling group member, if any, participating in this offering, is not part of the prospectus or the registration statement of which the prospectus forms a part. The representatives may agree to allocate a number of ADSs to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make Internet distributions on the same basis as other allocations.

No action has been taken in any jurisdiction by us or by any underwriter that would permit a public offering of the ADSs or the possession, circulation or distribution of this prospectus or any other material relating to us or the ADSs, in any jurisdiction where action for that purpose is required, other than in the United States. Accordingly, the ADSs may not be offered or sold, directly or indirectly, and neither this prospectus nor any other offering material or advertisements in connection with the ADSs may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction. Persons who receive this prospectus are advised by us and the underwriters to inform themselves about, and to observe any restrictions as to, the offering and the ADSs and the distribution of this prospectus.

From time to time, certain of the underwriters and their respective affiliates may in the future perform various financial advisory, investment banking or other services for us or our affiliates, for which they will receive customary fees and expenses. As of the date of this prospectus, no such arrangement has been entered into and there have been no other material relationships between the underwriters and ourselves.

United Kingdom No offer of ADSs has been made or will be made to the public in the United Kingdom within the meaning of Section 102B of the Financial Services and Markets Act 2000, as amended, or FSMA, except to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities or otherwise in circumstances which do not require the publication by us of a prospectus pursuant to the Prospectus Rules of the Financial Services Authority, or FSA. The underwriters: (i) have only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of FSMA) to persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or in circumstances in which Section 21 of FSMA does not apply to us; and (ii) have complied with, and will comply with all applicable provisions of FSMA with respect to anything done by them in relation to the ADSs in, from or otherwise involving the United Kingdom.

Hong Kong The ADSs may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the ADSs may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder.

Japan The ADSs have not been and will not be registered under the Financial Instruments and Exchange Law of Japan, or the Financial Instruments and Exchange Law, and ADSs will not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to any exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ADSs may not be circulated or distributed, nor may the ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

European Economic Area In relation to each member state of the European Economic Area which has implemented the Prospectus Directive, which we refer to as a Relevant Member State, with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, which we refer to as the Relevant Implementation Date, no offer of ADSs has been made and or will be made to the public in that Relevant Member State prior to the publication of a prospectus in relation to the ADSs which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that, with effect from and including the Relevant Implementation Date, an offer of ADSs may be made to the public in that Relevant Member State at any time: (a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities; (b) to any legal entity which has two or more of (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or (c) in any other circumstances which do not require the publication by us of a prospectus pursuant to Article 3 of the Prospectus Directive. For the purposes of this provision, the expression an "offer of ADSs to the public" in relation to any ADSs in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the ADSs to be offered so as to enable an investor to decide to purchase or subscribe the ADSs, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/ EC and includes any relevant implementing measure in each Relevant Member State.

LEGAL MATTERS

We are being represented by Skadden, Arps, Slate, Meagher & Flom LLP with respect to certain legal matters as to United States federal securities and New York State law. The underwriters are being represented by Simpson Thacher & Bartlett LLP with respect to certain legal matters as to United States federal securities and New York State law. The validity of the ordinary shares represented by the ADSs offered in this offering will be passed upon for us by Maples and Calder. Certain legal matters as to PRC law will be passed upon for us by Zhong Lun Law Firm and for the underwriters by Commerce & Finance Law Offices. Skadden, Arps, Slate, Meagher & Flom LLP may rely upon Maples and Calder with respect to matters governed by Cayman Islands law and Zhong Lun Law Firm with respect to matters governed by PRC law. Simpson Thacher & Bartlett LLP may rely upon Commerce & Finance Law Offices with respect to matters governed by PRC law.

EXPERTS

The financial statements and the related financial statement schedule as of December 31, 2007, 2008 and 2009, and for each of the three years in the period ended December 31, 2009 included in this prospectus, have been audited by Deloitte Touche Tohmatsu CPA Ltd., an independent registered public accounting firm, as stated in their report appearing herein. Such financial statements and financial statement schedule are so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The offices of Deloitte Touche Tohmatsu CPA Ltd. are located at 30th floor, Bund Centre, 222 Yan'an Road, East, Shanghai, 200002, People's Republic of China.

ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form F-1, including relevant exhibits, under the Securities Act with respect to the underlying ordinary shares represented by the ADSs to be sold in this offering. We have also filed with the SEC a related registration statement on F-6 to register the ADSs. This prospectus, which constitutes a part of the registration statement, does not contain all of the information contained in the registration statement. You should read the registration statement on Form F-1 and its exhibits and schedules for further information with respect to us and our ADSs.

Immediately up effectiveness of the registration statement to which this prospectus is a part we will become subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. For the fiscal year ending December 31, 2010, our annual report on Form 20-F will be due within six months following the end of that year. For the fiscal years ending on or after December 15, 2011, we will be required to file our annual report on Form 20-F within 120 days after the end of each fiscal year. All information filed with the SEC can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. You may also obtain additional information over the Internet at the SEC's website at www.sec.gov.

As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing the furnishing and content of proxy statements to shareholders, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we intend to furnish the depositary with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meeting and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, upon our written request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

Noah Holdings Limited

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholder of
Noah Holdings Limited

We have audited the accompanying consolidated balance sheets of Noah Holdings Limited and subsidiaries (the "Group") as of December 31, 2007, 2008 and 2009, and the related consolidated statements of operations, changes in equity and comprehensive income (loss) and cash flows for each of the three years in the period ended December 31, 2009 and the related financial statement schedule. These financial statements and financial statement schedule are the responsibility of the Group's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Group is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Noah Holdings Limited and subsidiaries as of December 31, 2007, 2008 and 2009 and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2009, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

Deloitte Touche Tohmatsu CPA Ltd.

Shanghai, China
July 26, 2010

Noah Holdings Limited

Consolidated Balance Sheets
(In U.S. dollars except for share data)

	As of December 31,		
	2007	2008	2009
	$	$	$
Assets			
Current assets:			
Cash and cash equivalents	5,682,728	7,731,424	12,115,771
Short-term investments	158,926	—	1,170,268
Accounts receivable, net of allowance for doubtful accounts of nil at December 31, 2007, 2008 and 2009, respectively	5,123	30,306	59,020
Other current assets	279,067	502,616	605,444
Deferred tax assets	37,765	44,576	60,746
Total current assets	6,163,609	8,308,922	14,011,249
Other non-current assets	—	124,614	284,438
Long-term investments	—	—	1,464,515
Property and equipment, net	195,291	603,784	495,286
Total Assets	**6,358,900**	**9,037,320**	**16,255,488**
Liabilities, Mezzanine Equity and Equity			
Current liabilities:			
Accrued payroll and welfare expenses	133,327	540,353	1,607,983
Other current liabilities	575,035	466,003	1,072,446
Derivative liabilities	354,000	1,711,000	2,507,500
Total current liabilities	1,062,362	2,717,356	5,187,929
Uncertain tax position liabilities	780,423	1,049,962	1,223,250
Total Liabilities	1,842,785	3,767,318	6,411,179
Mezzanine Equity			
Series A convertible redeemable preferred shares ($0.001 par value): 2,950,000 shares authorized, 2,950,000 shares issued and outstanding as of December 31, 2007, 2008 and 2009, respectively (liquidation value $5,850,000 at December 31, 2009)	3,963,575	4,161,754	4,369,842
Equity:			
Ordinary shares ($0.0005 par value): 94,100,000 shares authorized, 6,300,000, 9,675,000 and 12,375,000 shares issued and outstanding, as of December 31, 2007, 2008 and 2009, respectively	3,150	4,838	6,188
Additional paid-in capital	378,141	1,170,607	2,087,219
Subscription receivables	(3,150)	(4,838)	(6,188)
Retained earnings (accumulated deficit)	155,449	(444,808)	2,995,517
Accumulated other comprehensive income	18,950	382,449	391,731
Total Equity	552,540	1,108,248	5,474,467
Total Liabilities, Mezzanine Equity and Equity	**6,358,900**	**9,037,320**	**16,255,488**

The accompanying notes are an integral part of these consolidated financial statements.

Noah Holdings Limited

Consolidated Statements of Operations
(In U.S. dollars except for share data)

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Revenues:			
Third-party revenues	3,387,156	7,825,544	14,257,047
Related party revenues	—	1,044,947	1,145,535
Total revenues	3,387,156	8,870,491	15,402,582
Less: business taxes and related surcharges	(177,607)	(492,715)	(838,350)
Net revenues	3,209,549	8,377,776	14,564,232
Operating cost and expenses:			
Cost of revenues	(254,283)	(1,229,223)	(2,508,861)
Selling expenses	(169,405)	(2,485,589)	(3,168,051)
General and administrative expenses	(2,000,565)	(3,202,670)	(4,435,557)
Other operating income	69,506	121,665	230,547
Total operating cost and expenses	(2,354,747)	(6,795,817)	(9,881,922)
Income from operations	854,802	1,581,959	4,682,310
Other income (expenses):			
Interest income	5,419	45,157	57,622
Other expense	—	(71,379)	(15,088)
Investment income	267,087	41,192	358,824
Loss on change in fair value of derivative liabilities	(206,500)	(1,357,000)	(796,500)
Total other income (expenses)	66,006	(1,342,030)	(395,142)
Income before taxes	920,808	239,929	4,287,168
Income tax expense	(574,765)	(642,007)	(638,755)
Net income (loss) attributable to Noah Shareholders	346,043	(402,078)	3,648,413
Deemed dividend on Series A convertible redeemable preferred shares	(211,075)	(198,179)	(208,088)
Net income (loss) attributable to ordinary shareholders	134,968	(600,257)	3,440,325
Net income (loss) per share:			
Basic	0.02	(0.08)	0.20
Diluted	0.01	(0.08)	0.13
Weighted average number of shares used in computation:			
Basic	6,900,000	7,285,451	11,121,164
Diluted	8,146,770	7,285,451	16,835,379
Pro forma net income per share — unaudited (note 2):			
Basic			0.26
Diluted			0.20
Weighted average number of shares used in computation — unaudited:			
Basic			17,021,164
Diluted			22,735,379

The accompanying notes are an integral part of these consolidated financial statements.

Noah Holdings Limited

Consolidated Statements of Changes in Equity and Comprehensive Income (Loss)
(In U.S. dollars except for share data)

	Ordinary Shares		Additional Paid-in Capital	Subscription Receivables	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income	Total Equity	Total Comprehensive Income (Loss)
	Shares	$	$	$	$	$	$	$
Balance at January 1, 2007	7,200,000	3,600	370,361	(3,600)	904,463	(155,825)	1,118,999	
Adoption of new accounting principle	—	—	—	—	(259,841)	—	(259,841)	
Repurchase of shares	(900,000)	(450)	(400,000)	450	—	—	(400,000)	
Net income	—	—	—	—	346,043	—	346,043	346,043
Dividend	—	—	—	—	(624,141)	—	(624,141)	
Deemed dividend on Series A convertible redeemable preferred shares	—	—	—	—	(211,075)	—	(211,075)	
Share-based compensation	—	—	407,780	—	—	—	407,780	
Foreign currency translation adjustments	—	—	—	—	—	174,775	174,775	174,775
Balance at December 31, 2007	6,300,000	3,150	378,141	(3,150)	155,449	18,950	552,540	520,818
Net loss	—	—	—	—	(402,078)	—	(402,078)	(402,078)
Deemed dividend on Series A convertible redeemable preferred shares	—	—	—	—	(198,179)	—	(198,179)	
Share-based compensation	—	—	792,466	—	—	—	792,466	
Vesting of restricted shares	3,375,000	1,688	—	(1,688)	—	—	—	
Foreign currency translation adjustments	—	—	—	—	—	363,499	363,499	363,499
Balance at December 31, 2008	9,675,000	4,838	1,170,607	(4,838)	(444,808)	382,449	1,108,248	(38,579)
Net income	—	—	—	—	3,648,413	—	3,648,413	3,648,413
Deemed dividend on Series A convertible redeemable preferred shares	—	—	—	—	(208,088)	—	(208,088)	
Share-based compensation	—	—	916,612	—	—	—	916,612	
Vesting of restricted shares	2,700,000	1,350	—	(1,350)	—	—	—	
Foreign currency translation adjustments	—	—	—	—	—	9,282	9,282	9,282
Balance at December 31, 2009	12,375,000	6,188	2,087,219	(6,188)	2,995,517	391,731	5,474,467	3,657,695

The accompanying notes are an integral part of these consolidated financial statements

Noah Holdings Limited

Consolidated Statements of Cash Flows
(In U.S. dollars)

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Cash flows from operating activities:			
Net income (loss) attributable to Noah shareholders	346,043	(402,078)	3,648,413
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	54,411	226,099	306,097
Share-based compensation	407,780	792,466	916,612
Held-to-maturity investment income	—	—	(120,766)
Gain on change in fair value of trading securities	(259,569)	(41,192)	(238,058)
Loss on change in fair value of derivative liabilities	206,500	1,357,000	796,500
Others	31,247	53,715	1,333
Changes in operating assets and liabilities:			
Accounts receivable	221,750	(25,183)	(28,714)
Other current assets	(189,667)	(223,549)	17,938
Other non-current assets	—	(124,614)	(159,824)
Accrued payroll and welfare expense	111,581	407,026	1,067,630
Other current liabilities	529,178	(91,573)	582,375
Uncertain tax position liabilities	520,583	269,539	173,288
Deferred tax assets and liabilities	(20,306)	(24,270)	7,898
Purchases of trading securities	(7,557,698)	(8,118,466)	(35,048,103)
Proceeds from sale of trading securities	7,657,727	8,317,395	35,197,736
Net cash provided by operating activities	2,059,560	2,372,315	7,120,355
Cash flows from investing activities:			
Purchases of property and equipment	(217,543)	(634,593)	(197,599)
Purchases of held-to-maturity securities	—	—	(2,545,327)
Proceeds from sale of equity method investee	13,035	—	—
Net cash used in investing activities	(204,508)	(634,593)	(2,742,926)
Cash flows from financing activities:			
Distribution of dividends	(624,141)	—	—
Proceeds from issuance of Series A convertible redeemable preferred shares	3,900,000	—	—
Repurchase of ordinary shares	(400,000)	—	—
Net cash provided by financing activities	2,875,859	—	—
Effect of exchange rate changes	156,189	310,974	6,918
Net increase in cash and cash equivalents	4,887,100	2,048,696	4,384,347
Cash and cash equivalents — beginning of the year	795,628	5,682,728	7,731,424
Cash and cash equivalents — end of the year	5,682,728	7,731,424	12,115,771
Supplemental disclosure of cash flow information:			
Cash paid for income taxes	84,232	432,740	400,248

The accompanying notes are an integral part of these consolidated financial statements.

Noah Holdings Limited

Notes to Consolidated Financial Statements
For the Years Ended December 31, 2007, 2008 and 2009
(In U.S. dollars, except for share and per share data, unless otherwise stated)

1. Organization and Principal Activities

Noah Holdings Limited ("Company") was incorporated on June 29, 2007 in the Cayman Islands by six individuals (the "Founders"). The Company, through its subsidiaries and consolidated variable interest entity ("VIE") (collectively, the "Group"), is a value-added independent wealth management consulting service provider focusing on the high net worth population in the People's Republic of China ("PRC"). The Group began offering services in 2005 through Shanghai Noah Investment Management Co., Ltd. ("Noah Investment"), founded in the PRC on August 26, 2005 by the Founders having the same ownership structure as that of the Company.

On August 24, 2007, the Company established Shanghai Noah Rongyao Investment Consulting Co., Ltd. ("Noah Rongyao") for the sole purpose of controlling and consolidating Noah Investment. On September 3, 2007, and in conjunction with the Company's issuance of Series A convertible redeemable preferred shares (see Note 9), Noah Rongyao, through a series of contractual arrangements (see Note 2), became the primary beneficiary of Noah Investment (the "Transaction"). Noah Investment was considered the accounting acquirer in the Transaction as the controlling shareholders and executive management of Noah Investment became the controlling shareholders and executive management of Noah Rongyao. As such, the Company accounted for the arrangement as an acquisition of the Company by Noah Investment having no material impact on the consolidated financial statements given (a) the net assets of Noah Investment continued to be recorded at historical cost and (b) Noah Rongyao's lack of operations prior to September 3, 2007.

On August 31, 2007, the Company effected a 1 to 1,000 ordinary share split. On January 5, 2008, the Company effected a 1 to 2 ordinary share split. These ordinary share splits have been retroactively reflected for all periods presented.

The Company's subsidiaries as of December 31, 2009 include the following:

	Date of Incorporation	Place of Incorporation	Percentage of Ownership
Noah Rongyao	August 24, 2007	PRC	100%
Shanghai Noah Yuanzheng Investment Consulting Co., Ltd	April 18, 2008	PRC	100%
Tianjin Noah Private Wealth Management Consulting Co., Ltd	December 26, 2008	PRC	100%

Noah Investment's subsidiaries as of December 31, 2009 include the following:

	Date of Incorporation	Place of Incorporation	Percentage of Ownership
Shanghai Noah Investment Consulting Co., Ltd	September 29, 2007	PRC	100%
Shanghai Rongyao Insurance Broker Co., Ltd	September 24, 2008	PRC	100%

2. Summary of Principal Accounting Policies

(a) Basis of Presentation

The consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

(b) Principles of Consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries and consolidated VIE. All inter-company transactions and balances have been eliminated upon consolidation.

Noah Holdings Limited

Notes to Consolidated Financial Statements—(Continued)
For the Years Ended December 31, 2007, 2008 and 2009
(In U.S. dollars, except for share and per share data, unless otherwise stated)

The Group evaluates each of its interests in private companies to determine whether or not the entity is a VIE and, if so, whether the Group is the primary beneficiary of such VIE. If deemed the primary beneficiary, the Group consolidates the VIE.

As foreign-invested companies engaged in insurance brokerage business are subject to stringent requirements compared with Chinese domestic enterprises under the current PRC laws and regulations, the Company's PRC subsidiary Noah Rongyao and its subsidiaries, as foreign-invested companies, do not meet all such requirements and therefore none of them is permitted to engage in the insurance brokerage business in China. Therefore, the Founders decided to conduct the insurance brokerage business in China through Noah Investment and its subsidiaries which are PRC domestic companies beneficially owned by the Founders.

Since the Company does not have any equity interests in Noah Investment, in order to exercise effective control over its operations, on September 3, 2007, the Company, through its wholly owned subsidiary Noah Rongyao, entered into a series of contractual arrangements with Noah Investment and its shareholders, pursuant to which the Company is entitled to receive effectively all economic benefits generated from Noah Investment shareholders' equity interests in it. These contractual arrangements include: (i) a Power of Attorney under which each shareholder of Noah Investment has executed a power of attorney to grant Noah Rongyao or its designee the power of attorney to act on his or her behalf on all matters pertaining to Noah Investment and to exercise all of his or her rights as a shareholder of the Company, (ii) an Exclusive Option Agreement under which the shareholders granted Noah Investment or its third-party designee an irrevocable and exclusive option to purchase their equity interests in Noah Investment when and to the extent permitted by PRC law, (iii) an Exclusive Support Service Agreement under which Noah Investment engages Noah Rongyao as its exclusive technical and operational consultant and under which Noah Rongyao agrees to assist in arranging the financial support necessary to conduct Noah Investment's operational activities, (iv) a Share Pledge Agreement under which the shareholders pledged all of their equity interests in Noah Investment to Noah Rongyao as collateral to secure their obligations under the agreement, and (v) a Free-Interest Loan Agreement under which each shareholder of Noah Investment entered into a loan agreement with Noah Rongyao for their respective investment in the equity interests in Noah Investment. The total amount of interest-free loans extended to the Founders is RMB27 million (approximately $3.6 million) which has been injected into Noah Investment. The Founders of Noah Investment effectively acted as a conduit to fund the required capital contributions from the Company into Noah Rongyao, are non-substantive shareholders and received no consideration for entering into such transactions. Under the above agreements, the shareholders of Noah Investment irrevocably granted Noah Rongyao the power to exercise all voting rights to which they were entitled. In addition, Noah Rongyao has the option to acquire all of the equity interests in Noah Investment, to the extent permitted by the then-effective PRC laws and regulations, for nominal consideration. Finally, Noah Rongyao is entitled to receive service fees for certain services to be provided to Noah Investment.

Through the contractual arrangements described above, the Company is deemed the primary beneficiary of Noah Investment. Accordingly, the Group has consolidated the financial statements of Noah Investment since its inception. The aforementioned contractual agreements are effectively agreements between a parent and a consolidated subsidiary, neither of which is accounted for in the consolidated financial statements (i.e. a call option on subsidiary shares under the Exclusive Option Agreement or a guarantee of subsidiary performance under the Share Pledge Agreement) or are ultimately eliminated upon consolidation (i.e. service fees under the Exclusive Support Service Agreement or loans payable/receivable under the Loan Agreement).

Noah Holdings Limited

Notes to Consolidated Financial Statements—(Continued)
For the Years Ended December 31, 2007, 2008 and 2009
(In U.S. dollars, except for share and per share data, unless otherwise stated)

The following amounts of Noah Investment and its subsidiaries were included in the Group's consolidated financial statements as of December 31, 2007, 2008, and 2009, respectively:

	As of December 31		
	2007	2008	2009
	$	$	$
Total assets	6,555,640	7,899,742	13,040,494
Total liabilities	1,493,053	1,619,690	1,928,681

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Net revenues	3,237,911	5,370,131	8,913,558
Operating cost and expenses	1,921,626	4,383,471	4,093,840
Other income (expenses)	342,011	193,256	440,156
Net income attributable to Noah Shareholders	1,054,123	855,516	4,823,402
Cash flows from operating activities	1,075,515	1,040,937	4,429,511
Cash flows used in investing activities	(165,407)	(285,125)	(1,607,739)
Cash flows from financing activities	3,606,395	—	—

(c) Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ materially from such estimates. Significant accounting estimates reflected in the Group's consolidated financial statements include assumptions used to determine the liability for uncertain tax positions, fair value measurement of derivative liabilities, assumptions related to the valuation of share-based compensation, including the estimated fair value of the Company and its ordinary shares and related forfeiture rates.

(d) Concentration of Credit Risk

Financial instruments that potentially subject the Group to significant concentrations of credit risk consist principally of cash and cash equivalents and investments. All of the Group's cash and cash equivalents and investments are held with financial institutions that Group management believes to be high credit quality. In addition, the Group's investment policy limits its exposure to concentrations of credit risk.

Substantially all revenues were generated within China.

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The following table summarizes third-party product providers or underlying corporate borrowers which accounted for 10% or more of total revenues.

	Revenue		
	Years Ended December 31,		
	2007	2008	2009
	$	$	$
A	—	955,635	1,749,521
B	—	1,044,947	*
C	497,190	1,199,207	*
D	874,091	*	—
E	390,384	—	—
F	342,716	—	*

* Less than 10% in the stated periods. — No transaction in the stated periods.

(e) Fair Value of Financial Instruments

The Group records certain of its financial assets and liabilities at fair value on a recurring basis. Fair value reflects the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and considers assumptions that market participants would use when pricing the asset or liability.

The Group applies a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The hierarchy is as follows:

Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical asset or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model- derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3 applies to asset or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The Group believes the fair value of its financial instruments, principally cash and cash equivalents, accounts receivable and short-term investments approximate their recorded values due to the short-term nature of the instruments or interest rates, which are comparable with current rates. The fair value of the Group's long-term investments was $1,564,878 as of December 31, 2009.

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(f) Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and demand deposits, which are unrestricted as to withdrawal and use, and which have original maturities of three months or less when purchased.

(g) Investments

The Group invests in marketable equity securities and trust fund securities. Marketable equity securities that are bought and held principally for the purpose of selling them in the near term, are classified as trading securities and are reported at fair value with changes in fair value recognized in earnings.

Trust fund securities have a stated maturity and pay a fixed return on the amount invested. Such investments are either not permitted to be redeemed early or are subject to penalty for redemption prior to maturity. The Group classifies these investments as held-to-maturity as it has both the positive intent and ability to hold them until maturity. Trust fund security investments are recorded at amortized cost and are classified as long-term until their contractual maturity date is less than one year, at which time they are classified as short-term.

The Group reviews its investments for other-than-temporary impairment based on the specific identification method and considers available quantitative and qualitative evidence in evaluating potential impairment. If the cost of an investment exceeds the investment's fair value, the Group considers, among other factors, general market conditions, government economic plans, the duration and the extent to which the fair value of the investment is less than cost and the Group's intent and ability to hold the investment to determine whether other-than-temporary impairment has occurred.

On April 1, 2009, the Group adopted an amendment to ASC 320-10, "Investments in Debt and Equity Securities — Overall" (previously FASB Staff Position FAS 115-2 and 124-2), regarding the other-than-temporary impairment model for debt securities. The amended guidance requires an entity to recognize other-than-temporary impairment in earnings if an investor has the intent to sell the debt security or if it is more-likely-than-not that the investor will be required to sell the debt security before recovery of its amortized cost basis. Additionally, an entity must evaluate expected cash flows to be received and determine if credit-related losses on debt securities exist, which are considered to be other-than-temporary impairment recognized in earnings.

If the investment's fair value is less than the cost of an investment and the Group determines the impairment to be other-than-temporary, the Group recognizes an impairment loss based on the fair value of the investment. To date, the Group has not recorded an other-than-temporary impairment.

(h) Property and Equipment, net

Property and equipment are stated at cost less the accumulated depreciation and amortization, and are depreciated using the straight-line method over the following estimated useful lives:

	Estimated Useful Lives in Years
Furniture, fixtures, and equipment	3 – 5 years
Leasehold improvements	Shorter of the lease term or expected useful life
Motor Vehicles	5 years

Gains and losses from the disposal of property and equipment are included in income from operations.

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(i) Revenue Recognition

The Group derives revenue primarily from one-time commissions and recurring service fees paid by third-party product providers or underlying corporate borrowers.

The Group recognizes revenues when there is persuasive evidence of an arrangement, service has been rendered, the sales price is fixed or determinable and collectability is reasonably assured. Prior to a client's purchase of a wealth management product, the Group provides the client with a wide spectrum of consultation services, including product selection, review, risk profile assessment and evaluation and recommendation for the client. Revenues are recorded, net of sales related taxes and surcharges.

One-time Commissions

The Group enters into one-time commission agreements with third-party product providers or underlying corporate borrowers, which specifies the key terms and conditions of the arrangement. Such agreements do not include rights of return, credits or discounts, rebates, price protection or other similar privileges. Upon establishment of a wealth management product, the Group earns a one-time commission from third-party product providers or underlying corporate borrowers calculated as a percentage of the wealth management products purchased by its clients. The Group defines the "establishment of a wealth management product" for its revenue recognition purpose as the time when both of the following two criteria are met: (1) the Group's client has entered into a purchase or subscription contract with the relevant product provider and if required, the client has transferred a deposit to an escrow account designated by the product provider and (2) the product provider has issued a formal notice to confirm the establishment of a wealth management product. Revenue is recorded upon the establishment of the wealth management product, when the provision of service concludes and the fee becomes fixed and determinable, assuming all other revenue recognition criteria have been met, and there are no future obligations or contingencies. Certain contracts require a portion of the payment be deferred until the end of the wealth management products' life or other specified contingency. In such instances, the Group defers the contingent amount until the contingency has been resolved. A small portion of the Group's one-time commission arrangements require the provision of certain after sales activities, which primarily relate to disseminating information to clients related to investment performance. The Group accrues the estimated cost of providing these services, which are inconsequential, when the one-time commission is earned as the services to be provided are substantially complete. The Group has historically completed the after sales services in a timely manner and can reliably estimate the remaining costs.

Recurring Service Fees

Recurring service fees from third-party product providers are dependent upon the type of wealth management product the Group's client purchased and are calculated as either (i) a percentage of the total value of investments in the wealth management products purchased by the Group's clients, calculated at the establishment date of the wealth management product or (ii) as a percentage of the fair value of the total investment in the wealth management product, calculated daily. As the Group provides these services throughout the contract term, for either method of calculation, revenue is recognized on a daily basis over the contract term, assuming all other revenue recognition criteria have been met. Recurring service agreements do not include rights of return, credits or discounts, rebates, price protection or other similar privileges.

Multiple Element Arrangements

The Group enters into multiple element arrangements when a third-party product provider or underlying corporate borrowers engages it to provide both wealth management marketing and recurring services. The Group

has adopted the provisions of FASB Accounting Standards Update 2009-13 for all periods presented in accounting for its multiple element arrangements. Both services represent separate units of accounting. The Group has vendor specific objective evidence of fair value for its wealth management marketing services as it provides such services on a stand-alone basis. The Group has not sold its recurring services on a stand-alone basis. However, the fee to which the Group is entitled is consistently priced at a fixed percentage of the management fee obtained by the fund managers irrespective of the fee obtained for the wealth management marketing services. As such, the Group has established fair value as the fixed percentage in such arrangements and believes it represents their best estimate of the selling price at which they would transact if the recurring services were sold regularly on a stand-alone basis. The Group allocates arrangement consideration based on fair value, which is equivalent to the percentages charged for each of the respective units of accounting, as described above. Revenue for the respective units of accounting is also recognized in the same manner as described above. If the estimated selling price for recurring services increased (or decreased) by 1%, the revenue allocated to this revenue element would increase (decrease) by 0.1% to 0.5%.

The Group recognizes revenues from its recurring services on a daily basis over the contract term, assuming all other revenue recognition criteria have been met. Recurring service agreements do not include rights of return, credits or discounts, rebates, price protection or other similar privileges.

(j) Business Tax and Related Surcharges

The Group is subject to business tax, education surtax, and urban maintenance and construction tax, on the services provided in the PRC. Business tax and related surcharges are primarily levied based on revenues at rates ranging from 5% to 5.55% and are recorded as a reduction of revenues.

(k) Cost of Revenues

Cost of revenue includes salaries and performance-based commissions of relationship managers and expenses incurred in connection with product-specific client meetings and other events.

(l) Income Taxes

Current income taxes are provided for in accordance with the relevant statutory tax laws and regulations.

Deferred income taxes are recognized for temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. Deferred tax assets are reduced by a valuation allowance when, in the opinion of the Group, it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on the characteristics of the underlying assets and liabilities, or the expected timing of their use when they do not relate to a specific asset or liability.

The Group recognizes a tax benefit associated with an uncertain tax position when, in the management’s judgment, it is more likely than not that the position will be sustained upon examination by a taxing authority. For a tax position that meets the more-likely-than-not recognition threshold, the Group initially and subsequently measures the tax benefit as the largest amount that the Group judges to have a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority. The liability associated with unrecognized tax benefits is adjusted periodically due to changing circumstances, such as the progress of tax audits, case law developments and new or emerging legislation. Such adjustments are recognized entirely in the period in which they are identified. The effective tax rate for the Group includes the net impact of changes in the liability for

unrecognized tax benefits and subsequent adjustments as considered appropriate by management. The Group classifies applicable interest and penalties recognized on the liability for unrecognized tax benefits as income tax expense.

(m) Share-Based Compensation

The Group recognizes share-based compensation based on the fair value of equity awards on the date of the grant, with compensation expense recognized using a straight-line vesting method over the requisite service periods of the awards, which is generally the vesting period. The Group estimates the fair value of share options granted using the Black-Scholes option pricing model. The expected term represents the period that share-based awards are expected to be outstanding, giving consideration to the contractual terms of the share-based awards, vesting schedules and expectations of future employee exercise behavior. The computation of expected volatility is based on a combination of the historical and implied volatility of comparable companies from a representative peer group based on industry. Management estimates expected forfeitures and recognizes compensation costs only for those share-based awards expected to vest. Amortization of share-based compensation is presented in the same line item in the consolidated statements of operations as the cash compensation of those employees receiving the award.

(n) Government Grants

Government subsidies include cash subsidies received by the Group's entities in the PRC from local governments for general corporate purposes. Such subsidies allow the Group full discretion in utilizing the funds and are generally provided as incentives for investing in certain local districts. Cash subsidies of $69,506, $121,665 and $230,547 are included in other operating income for the years ended December 31, 2007, 2008 and 2009, respectively. Cash subsidies are recognized when received and when all the conditions for their receipt have been satisfied.

(o) Net Income (Loss) per Share

Basic net income (loss) per share is computed by dividing net income (loss) attributable to ordinary shareholders by the weighted average number of common shares outstanding during the period. For the years ended December 31, 2007, 2008 and 2009, the Group determined that its Series A convertible redeemable preferred shares were participating securities as they participate in undistributed earnings on the same basis as the ordinary shares. Accordingly, the Group has used the two-class method of computing basic earnings per share. The Series A convertible redeemable preferred agreement does not require the preferred shareholders to participate in losses of the Company. Accordingly, the Company presents earnings per share using the two-class method when the operations of the Company result in earnings, and not losses, for any given period.

Diluted net income per share is computed by giving effect to all potential dilutive shares, including non-vested restricted shares, options and Series A convertible redeemable preferred shares. Diluted net income per share is computed using the if-converted method.

(p) Unaudited Pro Forma Net Income per Share

Pro forma basic and diluted net income per share is computed by dividing income attributable to holders of ordinary shares, excluding the impact of deemed dividends on convertible redeemable preferred shares and loss on change in fair value of derivative liabilities, by the weighted average number of ordinary shares outstanding for the year plus the number of ordinary shares resulting from the assumed conversion of the outstanding convertible redeemable preferred shares upon consummation of IPO at the conversion ratio of 1:2.

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(q) Operating Leases

Leases where substantially all the rewards and risks of ownership of assets remain with the leasing company are accounted for as operating leases. Certain of the Group's facility leases provide for a free rent period. Payments made under operating leases are charged to the consolidated statements of operations on a straight-line basis over the lease period.

(r) Foreign Currency Translation

The functional currency of the Company is the United States dollar ("U.S. dollar") and is used as the reporting currency of the Group. Monetary assets and liabilities of the Group's PRC entities denominated in currencies other than the U.S. dollar are translated into U.S. dollar at the rates of exchange ruling at the balance sheet date. Equity accounts are translated at historical exchange rates and revenues, expenses, gains and losses are translated using the average rate for the year. Translation adjustments are reported as foreign currency translation adjustment and are shown as a separate component of other comprehensive income in the consolidated statements of changes in equity and comprehensive income (loss).

The financial records of the Group's PRC entities are maintained in local currencies other than the U.S. dollar, such as Renminbi ("RMB"), which are their functional currencies. Transactions in other currencies are recorded at the rates of exchange prevailing when the transactions occur.

(s) Comprehensive Income (Loss)

Comprehensive income (loss) includes all changes in equity except those resulting from investments by owners and distributions to owners. For the years presented, total comprehensive income (loss) included net income (loss) and foreign currency translation adjustments.

(t) Recently Issued Accounting Pronouncements

In June 2009, the FASB issued Accounting Standards Codification 810-10, "Consolidation — Overall" ("ASC 810-10", previously SFAS 167, "Amendments to FASB Interpretation No. 46(R)"). This accounting standard eliminates exceptions of the previously issued pronouncement related to consolidation of qualifying special purpose entities, contains new criteria for determining the primary beneficiary, and increases the frequency of required reassessments to determine whether a company is the primary beneficiary of a variable interest entity. This accounting standard also contains a new requirement that any term, transaction, or arrangement that does not have a substantive effect on an entity's status as a variable interest entity, a company's power over a variable interest entity, or a company's obligation to absorb losses or its right to receive benefits of an entity must be disregarded in applying the provisions of the previously issued pronouncement. This accounting standard will be effective for the Company's fiscal year beginning January 1, 2010. The Group does not believe the adoption of ASC 810-10 will have any significant impact on its consolidated financial statements.

In August 2009, the FASB issued Accounting Standards Update ("ASU") 2009-05, "Fair Value Measurements and Disclosures (Topic 820) — Measuring Liabilities at Fair Value". ASU 2009-05 amends ASC 820-10, "Fair Value Measurements and Disclosures — Overall", for the fair value measurement of liabilities. It provides clarification that in circumstances in which a quoted price in an active market for the identical liability is not available, a reporting entity is required to measure the fair value using (1) a valuation technique that uses the quoted price of the identical liability when traded as an asset or quoted prices for similar liabilities or similar liabilities

when traded as assets or (2) another valuation technique that is consistent with the principles of Topic 820. It also clarifies that when estimating the fair value of a liability, a reporting entity is not required to include a separate input or adjustment to other inputs relating to the existence of a restriction that prevents the transfer of the liability. In addition, both a quoted price in an active market for the identical liability at measurement date and the quoted price for the identical liability when traded as an asset in an active market when no adjustments to the quoted price of the asset are required are Level 1 fair value measurements. The provisions of ASU 2009-05 are effective for the first reporting period (including interim periods) beginning after August 28, 2009. Early application is permitted. The Group does not believe the application of this ASU will have an impact on its consolidated financial statements.

In December 2009, the FASB issued ASU 2009-17, “Consolidations (Topic 810) — Improvements to Financial Reporting by Enterprises Involved with Variable Interest Entities,” which amends the ASC for the issuance of FASB Statement No. 167, “Amendments to FASB Interpretation No. 46(R),” issued by the FASB in June 2009. The amendments in ASU 2009-17 replace the quantitative-based risks and rewards calculation for determining which reporting entity, if any, has a controlling financial interest in a variable interest entity with an approach primarily focused on identifying which reporting entity has the power to direct the activities of a variable interest entity that most significantly impact the entity’s economic performance and (1) the obligation to absorb the losses of the entity or (2) the right to receive the benefits from the entity. ASU 2009-17 also requires additional disclosure about a reporting entity’s involvement in variable interest entities, as well as any significant changes in risk exposure due to that involvement. ASU 2009-17 is effective for annual and interim periods beginning after November 15, 2009. Early application is not permitted. The Group does not believe the application of this ASU will have an impact on its consolidated financial statements.

In January 2010, the FASB issued ASU 2010-06, “Fair Value Measurements and Disclosures (Topic 820) — Improving Disclosures about Fair Value Measurements”. ASU 2010-06 amends ASC 820 (formerly SFAS 157) to add new requirements for disclosures about (1) the different classes of assets and liabilities measured at fair value, (2) the valuation techniques and inputs used, (3) the activity in Level 3 fair value measurements, and (4) the transfers between Levels 1, 2, and 3. The guidance in ASU 2010-06 is effective for the first reporting period beginning after December 15, 2009, except for the requirement to provide the Level 3 activity of purchases, sales, issuances, and settlements on a gross basis, which will be effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. In the period of initial adoption, entities will not be required to provide the amended disclosures for any previous periods presented for comparative purposes. However, those disclosures are required for periods ending after initial adoption. Early adoption is permitted. The Group is currently evaluating the impact of adoption on its consolidated financial statements.

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3. Net Income (Loss) per Share

The following table sets forth the computation of basic and diluted net income (loss) per share attributable to common shareholders:

	Years Ended December 31,		
	2007	2008	2009
Net income (loss) attributable to ordinary shareholders	$ 134,968	$ (600,257)	$ 3,440,325
Less: Amounts allocated to Series A convertible redeemable preferred shares for participating rights to dividends	(29,936)	—	(1,192,510)
Net income (loss) attributable to ordinary shareholders — basic and diluted	$ 105,032	$ (600,257)	$ 2,247,815
Weighted average number of ordinary shares outstanding — basic	6,900,000	7,285,451	11,121,164
Plus: share options	—	—	47,865
Plus: non-vested restricted shares	1,246,770	—	5,666,350
Weighted average number of ordinary shares outstanding — diluted	8,146,770	7,285,451	16,835,379
Basic net income (loss) per share	$ 0.02	$ (0.08)	$ 0.20
Diluted net income (loss) per share	$ 0.01	$ (0.08)	$ 0.13

Diluted net income (loss) per share does not include the following instruments as their inclusion would be antidilutive:

	Years Ended December 31,		
	2007	2008	2009
Share options	—	60,000	—
Non-vested restricted shares	—	10,800,000	—
Series A convertible redeemable preferred shares	5,900,000	5,900,000	5,900,000
	5,900,000	16,760,000	5,900,000

Pro forma earnings per share (unaudited):	
	2009
Net income attributable to ordinary shareholders	$ 3,440,325
Plus: deemed dividends to Series A convertible redeemable preferred shares	208,088
Plus: loss on change in fair value of derivative liabilities	796,500
Pro forma net income attributable to ordinary shareholders — basic and diluted	$ 4,444,913
Shares used in computation — basic	11,121,164
Plus: Series A convertible redeemable preferred shares	5,900,000
Pro forma weighted-average ordinary shares outstanding — basic	17,021,164
Plus: share options	47,865
Plus: non-vested restricted shares	5,666,350
Pro forma weighted-average ordinary shares outstanding — diluted	22,735,379
Pro forma net income per share — basic	$ 0.26
Pro forma net income per share — diluted	$ 0.20

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4. Investments

The following table summarizes the Group's investment balances:

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Trading securities	158,926	—	89,456
Held-to-maturity securities	—	—	2,545,327
Total	158,926	—	2,634,783

As of December 31, 2009, the Group's held-to-maturity securities consist of two trust fund securities carried at amortized cost, one of which is valued at $1,080,812, matures within one year and is classified as a current asset, and the other of which is valued at $1,464,515, matures in 2011 and is classified as a long-term investment. The Group recorded investment income and a corresponding interest receivable on the trust funds of $120,766 as of and for the year ended December 31, 2009.

5. Other Current Assets

Components of other current assets are as follows:

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Advance to supplier	19,464	26,948	63,122
Other receivables	240,789	328,871	153,544
Prepaid expense	18,814	146,797	268,012
Interest receivables	—	—	120,766
Total	279,067	502,616	605,444

Other receivables are mainly composed of rental deposits for office space rental and advance to employee. Prepaid expense mainly consists prepayments of offices rental and property management fees.

6. Property and Equipment, Net

Property and equipment, net consists of the following:

	As of December 31,		
	2007	2008	2009
	$	$	$
Leasehold improvements	71,601	338,983	343,603
Furniture, fixtures and equipment	147,336	462,262	471,016
Motor vehicles	34,050	72,867	116,281
Total	252,987	874,112	930,900
Less: Accumulated depreciation	57,696	270,328	435,614
Property and equipment, net	195,291	603,784	495,286

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Depreciation expense was $54,411, $226,099 and $306,097 for the years ended December 31, 2007, 2008 and 2009, respectively.

7. Other Current Liabilities

Components of other current liabilities are as follows:

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Accrued expenses	29,742	26,528	137, 425
Other payables	24,441	299,640	566,381
Deferred revenues	410,016	—	—
Income tax payables	35,820	57,930	116,371
Other tax payable	57,557	81,905	228,201
Deferred tax liabilities	17,459	—	24,068
Total	575,035	466,003	1,072,446

Deferred revenues represent one-time commissions received in advance of providing services. Other payables mainly consist of payables for membership conference meetings.

8. Income Taxes

Cayman Islands

Under the current laws of the Cayman Islands, the Company is not subject to tax on its income or capital gains. In addition, the Cayman Islands do not impose withholding tax on dividend payments.

PRC

In 2007, the Group's PRC subsidiaries were subject to Enterprise Income Tax ("EIT") on taxable income in accordance with the Tentative Regulations for Enterprises Income Tax (for domestically owned corporations) and the PRC Enterprises Income Tax Law of Foreign Investment Enterprises and Foreign Enterprises (collectively "PRC Enterprises Income Tax Laws"). The statutory EIT rate under both regimes was 33%, which was comprised of a 30% national income tax and a 3% local income tax. Noah Rongyao, being a foreign-invested corporation, however, was exempted from the 3% local income tax and therefore its applicable EIT rate in 2007 was 30%.

On March 16, 2007, the PRC government promulgated the Law of the People's Republic of China on Enterprise Income Tax ("New EIT Law"), which was effective from January 1, 2008. Under the New EIT Law, domestically owned corporations and foreign-invested corporations are subject to a uniform tax rate of 25%. The statutory EIT rate of the Group's PRC subsidiaries therefore transitioned from 33% to 25%, effective January 1, 2008.

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The tax expense (benefit) comprises:

	Years Ended December 31		
	2007	2008	2009
	$	$	$
Current Tax	594,261	664,517	630,820
Deferred Tax	(20,306)	(24,270)	7,898
Exchange Rate Translation	810	1,760	37
Total	574,765	642,007	638,755

Reconciliation between the provisions for income tax is computed by applying the statutory tax rate to income before income taxes and the actual provision for income taxes is as follows:

	Years Ended December 31,		
	2007	2008	2009
PRC income tax rate	33.00%	25.00%	25.00%
Expenses not deductible for tax purposes	6.80%	18.55%	0.57%
Effect of loss on change in fair value of derivative liabilities	7.40%	186.64%	1.55%
Effect of reversal of uncertain tax positions	—	—	(17.57)%
Effect of share-based compensation	14.81%	37.39%	5.35%
Effect of new income tax rate change on deferred tax	0.68%	—	—
Others	(0.27)%	—	—
	62.42%	267.58%	14.90%

The principal components of the deferred income tax asset and liabilities are as follows:

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Deferred tax assets:			
Accrued expenses	—	20,783	42,171
Pre-operation expenses	30,629	8,926	—
Others	7,136	14,867	18,575
Gross deferred tax assets	37,765	44,576	60,746
Valuation allowance	—	—	—
Net deferred tax assets	37,765	44,576	60,746
Analysis as:			
Current	37,765	44,576	60,746
Deferred tax liabilities:			
Unrealized investment income	17,459	—	24,068
Total deferred tax liabilities	17,459	—	24,068
Analysis as:			
Current	17,459	—	24,068

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The Group considers positive and negative evidence to determine whether some portion or all of the deferred tax assets will more likely than not be realized. This assessment considers, among other matters, the nature, frequency and severity of recent losses, forecasts of future profitability, the duration of statutory carryforward periods, the Group's experience with tax attributes expiring unused and tax planning alternatives. Valuation allowances have been established for deferred tax assets based on a more likely than not threshold. The Group's ability to realize deferred tax assets depends on its ability to generate sufficient taxable income within the carryforward periods provided for in the tax law. The Group has considered the following possible sources of taxable income when assessing the realization of deferred tax asset.

The Group believes it is more likely than not that the Group will realize the benefits of these deductible differences, net of the existing valuation allowances as of December 31, 2007, 2008 and 2009. The amount of the deferred tax assets considered realizable, however, could be reduced in the near term if estimates of future taxable income during the carryforward periods are reduced.

In accordance with the New EIT Law, dividends, which arise from profits of foreign-invested corporations earned after January 1, 2008, are subject to a 10% withholding income tax. A deferred tax liability should be recognized for the undistributed profits of PRC companies unless the Company has sufficient evidence to demonstrate that the undistributed dividends will be reinvested and the remittance of the dividends will be postponed indefinitely. The Group has both the intent and ability to permanently reinvest undistributed profits of approximately $9.67 million earned from its China subsidiaries. Therefore, no withholding income taxes for undistributed profits on such undistributed profits have been accrued as of December 31, 2009.

The Group recorded an increase of $482,612, $212,442 and $925,622 for uncertain tax positions during the years ended December 31, 2007, 2008 and 2009, respectively. No interest or penalty as of December 31, 2007, 2008 and 2009 was recorded by the Group. The uncertain tax positions are related to whether the computation of taxes should have been based on a deemed profit rate on revenue for Noah Investment and Noah Consulting.

During the year ended December 31, 2009, the local tax authority conducted an examination on the income tax returns of one of the Group's PRC subsidiaries for the years ended December 31, 2007 and 2008. Based on this examination, the Group concluded that uncertain tax positions accrued for as of December 31, 2007 and 2008 were effectively settled and reversed a total of $753,407 in uncertain tax liabilities previously recorded during the years ended December 31, 2007 and 2008.

The Group does not anticipate any significant increases or decreases to its liability for unrecognized tax benefits within the next 12 months. According to PRC Tax Administration and Collection Law, the statute of limitations is three years if the underpayment of taxes is due to computational errors made by the taxpayer or withholding agent. The statute of limitations will be extended five years under special circumstances, which are not clearly defined (but an underpayment of tax liability exceeding RMB0.1 million is specifically listed as a special circumstance). In the case of a related party transaction, the statute of limitations is 10 years. There is no statute of limitations in the case of tax evasion. From inception to 2008, the Group is subject to examination of the PRC tax authorities.

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The movement of the Group's uncertain tax positions is summarized as follows:

	$
Unrecognized tax benefit — January 1, 2007	—
Gross increases — tax positions in prior period	259,841
Gross increases — tax positions in current period	482,612
Settlements	—
Exchange rate translation	37,970
Unrecognized tax benefit — December 31, 2007	780,423
Gross increases — tax positions in current period	212,442
Settlements	—
Exchange rate translation	57,097
Unrecognized tax benefit — December 31, 2008	1,049,962
Gross increases — tax positions in current period	925,622
Settlements	(753,407)
Exchange rate translation	1,073
Unrecognized tax benefit — December 31, 2009	1,223,250

The Group expects it will decrease its income tax liability by $259,841 for unrecognized tax benefits within 3 years if the unrecognized tax benefits associated with some uncertain tax positions meet the definition of effective subsequent settlement.

9. Series A Convertible Redeemable Preferred Shares

On September 3, 2007, the Company issued 2,950,000 Series A convertible redeemable preferred shares ("Series A Shares") at a price of $1.322 per share for total consideration of $3,900,000.

The key terms of the Series A Shares are as follows:

Conversion

Each holder of Series A Shares shall have the right, at such holder's sole discretion, to convert all or any portion of the Series A Shares into ordinary shares at any time. The initial conversion price is the issuance price of $1.322 per share, subject to adjustment in the event of (1) stock splits, share combinations, share dividends, recapitalizations and similar events, and (2) issuance of ordinary shares at a price per share less than the conversion price in effect on the date of or immediately prior to such issuance. In that case, the conversion price shall be reduced concurrently to the subscription price of such issuance. The aforementioned provisions are hereinafter referred to as the "Conversion Feature".

Due to the stock split effect, the conversion price has been adjusted to $0.661 as of December 31, 2007, 2008 and 2009.

The Series A Shares will be automatically converted into ordinary shares at the then applicable conversion price upon (1) the date specified by written consent or agreement by the holders of at least 60% of the Series A Shares then outstanding; or (2) the closing of a Qualified Initial Public Offering ("QIPO"). A QIPO refers to a

firm underwritten public offering of ordinary shares of the Company in the United States Securities Act of 1933 with gross proceeds to the Company in excess of $50,000,000 (prior to underwriters' discount and commission) and an implied valuation of the Company prior to such offering of at least $300,000,000, or in a similar public offering in another jurisdiction which results the ordinary shares traded publicly on a recognized regional or national securities exchange; provided that such offering satisfies the foregoing gross proceeds and valuation requirements.

The conversion option can only be settled by issuance of ordinary shares except that fractional shares may be settled in cash.

Voting Rights

The holders of Series A Shares are entitled to vote with ordinary shareholders on an as-converted basis.

Dividends

The holders of Series A Shares is entitled to receive out of any funds legally available, when and if declared by the Company's board of directors, a non-cumulative dividend of 5% per annum in preference to any dividend on any other class or series of shares. No dividends or other distributions (whether in cash, in property, or in shares of the Company) may be made or declared with respect to any other class or series of shares of the Company unless and until a dividend in like amount is fully paid on all outstanding Series A Shares on an as-converted basis. No dividends shall be declared without the affirmative votes or unanimous written consent of all the directors, including the Series A Shares representatives.

Redemption

At any time after five years from the Series A Shares issue date, at the option of any holder of Series A Shares, the Company shall redeem all, but not less than all, of the Series A Shares by such holder at a redemption price per share equal to the greater of: (1) issue price plus a compounded 5% return per annum, or (2) the fair market value of the Series A Shares.

Liquidation

In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series A Shares are entitled to receive, prior to any distribution to the holders of ordinary shares or any other class or series of shares, an amount per share equal to 150% of issue price (the "Preference Amount"). After the Preference Amount has been paid, any remaining funds or assets legally available for distribution shall be distributed pro rata among the holders of Series A Shares together with ordinary shares.

In the event of a sale, conveyance or disposition of all or substantially all of the assets of the Company or any PRC subsidiary, (ii) an exclusive licensing of substantially all of the intellectual property of the Company or any PRC subsidiary to any third party; or (iii) a consolidation or merger of the Company or any PRC subsidiary with or into any other company or companies in which the existing shareholders of the Company as of the Series A issuance do not retain a majority of the voting power in the surviving company, the Company shall pay the amount received by the Company to the holders of the Series A Shares an amount per share equal to (1) 150% of

the Series A issue price; or (ii) 100% of the Series A issue price, if the total proceeds received is equal to or more than $81,250,000 ("Put Option").

Registration Rights

The Series A Shareholders have the following registration rights: (i) demand registration rights, (ii) piggyback registration rights, and (iii) Form S-3 registration rights. The Company is required to use its best effort to affect the registration if requested by such shareholders, but in no event is it required to transfer consideration to them if a registration fails or cannot be maintained effective.

The ability to redeem the Series A Shares at fair market value provides the holders with ability to receive cash equal to the value of the Conversion Feature and Put Option without taking actual delivery of the shares underlying the Conversion Feature or exercising the Put Option. As such, the Group determined that both the Conversion Feature and Put Option are required to be combined as a compound derivative, bifurcated from the Series A Shares and recognized at fair value. The Group recorded a derivative of $147,500 at the issue date and subsequently recognized the increase in fair value of $206,500, $1,357,000 and $796,500 as an expense in the consolidated statements of operations.

Because the Series A Shares are automatically convertible into ordinary shares upon a QIPO, the ability of holders to redeem such shares on or after September 3, 2012 is contingent upon a QIPO not occurring in five years. Upon issuance, the Group deemed redemption to be probable and has accreted the Series A Shares to their redemption value. The redemption value for accretion is deemed to be the issue price plus a 5% annual compounded return. The ability to redeem at fair value, to the extent greater than the issue price plus the 5% return, is accounted for separately as part of the bifurcated Conversion Feature. Management has elected to recognize the change in the redemption value immediately as they occur. As a result, during the years ended December 31, 2007, 2008 and 2009, respectively, the Group recognized $63,575, $198,179 and $208,088 as deemed dividends, which reflects the 5% redemption rate and, in the case of the year ended December 31, 2007, the automatic accretion of the initial fair value of the compound derivative instrument of $147,500 described in the preceding paragraph.

10. Fair Value Measurements

The Company did not have any assets or liabilities measured at fair value on a non-recurring basis for the years ended December 31, 2007, 2008 and 2009.

The Company determines the fair value of the derivative liabilities associated with the issuances of the Series A Shares using a "with-and-without" approach which considers the fair value of the Series A Shares with and without the embedded features under analysis. The valuation involves the fair value of ordinary shares and Series A Shares, and the Group's best estimates of the probability of occurrence of future events, such as a QIPO, redemption and liquidation, on the valuation date. Determining the fair value of ordinary shares and Series A Shares requires making complex and subjective judgments. The Group used generally accepted valuation methodologies, including the discounted cash flow approach and the guideline company's approach, which incorporates certain assumptions including the market performance of comparable listed companies as well as the financial results and growth trends of the Company, to derive the total equity value of the Company. The equity value is then allocated using an option pricing model among the different classes of shares of the Company to determine the fair value of ordinary shares and Series A Shares. The option pricing model considers the Series A Shares and ordinary shares as call options on the Company's equity value, with strike prices based on the

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liquidation preference of the Series A Shares. The main inputs to this model include equity value of the Company, exercise values, expected volatility, expected time to expiration and risk free interest rate.

The following table summarizes the Group's financial instruments measured at fair value on recurring basis:

		Fair Value Measurement at Reporting Date Using		
Description	12/31/2007	Quoted Prices in Active Market for Identical Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		$	$	$
Trading Securities	158,926	158,926	—	—
Derivative Liabilities	354,000	—	—	354,000
Total	512,926	158,926	—	354,000
	12/31/2008			
Trading Securities	—	—	—	—
Derivative Liabilities	1,711,000	—	—	1,711,000
Total	1,711,000	—	—	1,711,000
	12/31/2009			
Trading Securities	89,456	89,456	—	—
Derivative Liabilities	2,507,500	—	—	2,507,500
Total	2,596,956	89,456	—	2,507,500

The following table summarizes the movements of the balance of derivative liabilities:

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Derivative liabilities			
Beginning balance	147,500	354,000	1,711,000
Loss on change in fair value of derivatives liabilities	206,500	1,357,000	796,500
Ending balance	354,000	1,711,000	2,507,500

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11. Share-Based Compensation

The following table presents the Company's share-based compensation expense by type of award:

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Share options	—	9,466	133,612
Non-vested restricted shares	255,280	783,000	783,000
Repurchase of shares	152,500	—	—
Total share-based compensation	407,780	792,466	916,612

Share Options:

During the year ended December 31, 2008, the Company adopted the Noah Holdings Limited Share Incentive Plan (the "Noah Plan"), which allows the Company to offer a variety of share-based incentive awards to the Group's employees, officers, directors and individual consultants who render services to the Group. Under the Noah Plan, the maximum number of shares that may be issued shall not exceed 8% of the shares in issue on the date the offer of the grant of an option is made. Options have a ten-year life and generally vest 25% on the first anniversary of the grant date with the remaining 75% vesting ratably over the following 36 months.

The weighted-average grant-date fair value of options granted during the years ended December 31, 2008 and 2009 was $1.72 and $3.98 per share, respectively. The Group recorded compensation expense of nil, $9,466 and $133,612 for the years ended December 31, 2007, 2008 and 2009, respectively. There were no options exercised during the years ended December 31, 2007, 2008 and 2009, respectively.

The Group uses the Black-Scholes pricing model and the following assumptions to estimate the fair value of the options granted:

	2008	2009
Average risk-free rate of return	4.54%	4.14%
Expected life of option	6 years	6 years
Average estimated volatility rate	32.6%	45.1%
Average dividend yield	0.00%	0.00%

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The following table summarizes option activity under the Noah Plan:

	Number of Options	Weighted Average Exercise Price $	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value of Options $
Outstanding, as of January 1, 2009	60,000	1.12	9.7 years	196,800
Granted	130,000	1.12		
Exercised	—	—		
Forfeited	—	—		
Outstanding, as of December 31, 2009	190,000	1.12	9.0 years	1,092,500
Vested and expected to vest as of December 31, 2009	170,000	1.12	9.0 years	977,500
Exercisable as of December 31, 2009	20,000	1.12	8.6 years	115,000

As of December 31, 2009, there was $477,918 of total unrecognized compensation expense related to unvested share options granted under the Noah Plan, which is expected to be recognized over a weighted-average period of 3.1 years.

Non-vested Restricted Shares:

On September 3, 2007, concurrent with the issuance of Series A Shares, the Company repurchased 900,000 ordinary shares from the Company's Chairman and CEO, for $400,000. The Group recorded compensation expense of $152,500 during the year ended December 31, 2007, representing the difference between the fair value of the ordinary shares and the repurchase price.

In addition, four of the Founders, who are also key members of Group management, entered into an arrangement whereby all of their 10,800,000 ordinary shares became subject to transfer restrictions. In addition, such shares are subject to repurchase by the Company or, in certain circumstances, the holders of Series A Shares, upon voluntary or involuntary termination of employment by those Founders (the "Repurchase Right"). The Repurchase Right terminates over the four years, commencing September 3, 2007 in the following manner: (i) 25% on the first anniversary of Series A offering; (ii) for the remaining 75%, in 36 equal monthly instalments thereafter. The repurchase price is the par value of the ordinary shares. Those Founders retain the voting rights of such non-vested restricted shares and any additional securities or cash received as the result of ownership of such shares, such as a share dividend, become such to restriction in the same manner. This arrangement has been accounted for as a reverse stock split followed by the grant of a restricted stock award under a performance-based plan. Accordingly, the Group measured the fair value of the non-vested restricted shares as of September 3, 2007 and is recognizing the amount as compensation expense over the four year deemed service period using a graded vesting attribution model for each separately vesting portion of the non-vested restricted shares.

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Notes to Consolidated Financial Statements—(Continued)
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A summary of non-vested restricted share activity during the year ended December 31, 2009 is presented below:

Non-vested restricted shares	Number of non-vested restricted shares	Weighted-average grant-date fair value $
Non-vested as of January 1, 2009	7,425,000	0.29
Vested	2,700,000	0.29
Non-vested as of December 31, 2009	4,725,000	0.29

The total fair value of non-vested restricted shares vested in 2007, 2008 and 2009 was nil, $978,750 and $783,000, respectively.

As of December 31, 2009, there was $1,310,721 of total unrecognized compensation expense related to non-vested restricted shares. That cost is expected to be recognized over a weighted-average period of 1.7 years.

The weighted-average grant-date fair value of non-vested restricted shares granted during the year ended December 31, 2007 was $0.29 per share. The Company recorded compensation expense of $255,280, $783,000 and $783,000 for the years ended December 31, 2007 and 2008 and 2009, respectively, related to non-vested restricted shares.

The process used to estimate the fair value of the Company's ordinary shares is described in Note 10.

12. Employee Benefit Plans

Full time employees of the Group in the PRC participate in a government-mandated multi-employer defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. PRC labor regulations require the Group to accrue for these benefits based on a certain percentage of the employees' salaries. The total contribution for such employee benefits were $31,891, $279,179 and $627,921 for the years ended December 31, 2007, 2008 and 2009, respectively. The Group has no ongoing obligation to its employees subsequent to its contributions to the PRC plan.

13. Distribution of Profits

Pursuant to the relevant laws and regulations in the PRC applicable to foreign-investment corporations and the Articles of Association of the Group's PRC subsidiaries, the Group is required to maintain a statutory reserve ("PRC statutory reserve"): a general reserve fund, which is non-distributable. The Group's PRC subsidiaries are required to transfer 10% of their profit after taxation, as reported in their PRC statutory financial statements, to the general reserve fund until the balance reaches 50% of their registered capital. At their discretion, the PRC subsidiaries may allocate a portion of its after-tax profits based on PRC accounting standards to staff welfare and bonus funds. The general reserve fund may be used to make up prior year losses incurred and, with approval from the relevant government authority, to increase capital. PRC regulations currently permit payment of dividends only out of the Group's PRC subsidiaries' accumulated profits as determined in accordance with PRC accounting standards and regulations. The general reserve fund amounted to $244,330, $477,254 and $1,073,926

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as of December 31, 2007, 2008 and 2009, respectively. The Group has not allocated any of its after-tax profits to the staff welfare and bonus funds for any period presented.

In addition, the share capital of the Company's PRC subsidiaries of $7,476,898, $7,476,898 and $7,476,898 as of December 31, 2007, 2008 and 2009, respectively, was considered restricted due to restrictions on the distribution of share capital.

As a result of these PRC laws and regulations, the Company's PRC subsidiaries are restricted in their ability to transfer a portion of their net assets, including general reserve and registered capital, either in the form of dividends, loans or advances. Such restricted portion amounted to $7,721,228, $7,954,152 and $8,550,824 as of December 31, 2007, 2008 and 2009, respectively.

In March 2007, Noah Investment declared and paid a $624,141 cash dividend to the Founders. No dividends were declared in 2008 or 2009.

14. Segment Information

The Group uses the management approach to determine operating segments. The management approach considers the internal organization and reporting used by the Group's chief operating decision maker ("CODM") for making decisions, allocating resources and assessing performance. The Group's CODM has been identified as the chief executive officer, who reviews consolidated and segment results when making decisions about allocating resources and assessing performance of the Group.

Prior to 2010, the Group had four reporting segments: (1) Headquarters, (2) Shanghai office, (3) Yangtze River delta offices other than Shanghai and (4) other offices.

In 2010, the Group modified the operating segment information reviewed by CODM whereby the CODM only reviews the consolidated results of operations. The Group believes it operates in a sole segment, which is value-added, independent wealth management consulting services. Segment information for all prior periods has been restated to reflect the current segment reporting structure.

Service Lines

Details of revenue by type of service are as follows:

	Years Ended December 31		
	2007	2008	2009
	$	$	$
One-time commissions	3,092,379	6,478,625	11,443,762
Recurring services fee	117,170	1,899,151	3,120,470
Net revenues	3,209,549	8,377,776	14,564,232

Substantially all of the Group's revenues are derived from, and its assets are located in, the PRC.

Noah Holdings Limited

Notes to Consolidated Financial Statements—(Continued)
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15. Related Party Transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operational decisions. Parties are also considered to be related if they are subject to common control or common significant influence. Related parties may be individuals or corporate entities.

The table below sets forth major related parties and their relationships with the Group:

Company Name	Relationship with the Group
Tianjin Sequoia Capital Investment Fund (limited partnership).	Affiliate of shareholder of the Company
Sequoia Capital Investment Management (Tianjin) Co., Ltd.	Affiliate of shareholder of the Company

During the years ended December 31, 2007, 2008 and 2009, significant related party transactions were as follows:

(1) Affiliate of shareholder of the Company

	Years Ended December 31		
	2007	2008	2009
	$	$	$
One-time commissions — Tianjin Sequoia Capital Investment Fund (limited partnership) .	—	540,980	—
Recurring services fee — Sequoia Capital Investment Management (Tianjin) Co., Ltd.	—	503,967	1,145,535
Total	—	1,044,947	1,145,535

(2) Shareholders

Subscription receivables represent the par value of ordinary shares issued to shareholder of $3,150, $4,838 and $6,188 as of December 31, 2007, 2008 and 2009, respectively. The receivables are interest free and have no set due date. Such subscription receivables were waived by the Company as of June 30, 2010.

16. Commitments and Contingencies

(a) Operating Leases

The Group leases its facilities under noncancelable operating leases expiring at various dates through the year 2011.

(In U.S. dollars, except for share and per share data, unless otherwise stated)

Future minimum lease payments under non-cancelable operating lease agreements at December 31, 2009 were as follows:

Year Ending December 31	$
2010	1,055,036
2011	623,737
Total	1,678,773

Rental expenses were $170,073, $953,677 and $1,290,100 during the years ended December 31, 2007, 2008 and 2009, respectively.

(b) Purchase Commitments

As of December 31, 2009, the Group's commitments related to leasehold improvements amount to $92,264 which is expected to be incurred within one year.

17. SUBSEQUENT EVENTS

In March 2010, the board of directors of the Company granted options for the purchase of 639,000 shares to certain employees and senior management at an exercise price of $5.58 per share. These options vest on four years of continuous service. The Company expects to recognize $2.5 million in compensation expense ratably over the four year vesting period.

In May 2010, the Group injected RMB2.5 million (approximately $0.36 million) into Tianjin Gefeixin Equity Investment partnership (limited partnership) ("Tianjin Gefeixin"), a newly established equity fund in the PRC, in exchange for a 1% equity interest. The Group will act as the general partner of Tianjin Gefeixin.

In June 2010, the Series A Shares were modified to remove the option to settle the Series A Shares at fair value and permit redemption only at the issue price plus a compounded 5% return per annum. All other terms remained the same. As a result of the modification, the Group determined that the Conversion Feature and Put Option (Note 9), could no longer be net settled and, as such would no longer meet all the required criteria to be accounted for as embedded derivatives. Accordingly, the Group derecognized the compound derivative by reclassifying the fair value of the derivative liabilities as of the modification date of $2,153,500 to additional paid-in-capital as the Group deemed the modification to be a transaction among shareholders. In addition, the Repurchase Right (Note 11) was removed. As a result, unrecognized share-based compensation of $919,221 as of the modification date was immediately recognized as an expense in the consolidated statements of operations.

Additional Information — Financial Statement Schedule I

Noah Holdings Limited

Financial Information of Parent Company
Balance Sheets
(In U.S. dollars)

	As of December 31,		
	2007	2008	2009
	$	$	$
Assets			
Current assets:			
Cash and cash equivalents	4,624	4,024	24,561
Total current assets	4,624	4,024	24,561
Investment in subsidiaries	4,875,691	6,987,178	12,327,248
Total Assets	4,880,315	6,991,202	12,351,809
Liabilities, Mezzanine Equity and Equity			
Other current liabilities	10,200	10,200	—
Derivative liabilities	354,000	1,711,000	2,507,500
Total Liabilities	364,200	1,721,200	2,507,500
Mezzanine Equity			
Series A convertible redeemable preferred shares ($0.001 par value per share): 2,950,000 shares authorized, 2,950,000 shares issued and outstanding as of December 31, 2007, 2008 and 2009, respectively (liquidation value $5,850,000 at December 31, 2009)	3,963,575	4,161,754	4,369,842
Equity:			
Ordinary shares ($0.0005 par value): 94,100,000 shares authorized, 6,300,000, 9,675,000 and 12,375,000 shares issued and outstanding, as of December 31, 2007, 2008 and 2009, respectively	3,150	4,838	6,188
Additional paid-in capital	378,141	1,170,607	2,087,219
Subscription receivables	(3,150)	(4,838)	(6,188)
Retained earnings (accumulated deficit)	155,449	(444,808)	2,995,517
Accumulated other comprehensive income	18,950	382,449	391,731
Total Equity	552,540	1,108,248	5,474,467
Total Liabilities, Mezzanine Equity and Equity	4,880,315	6,991,202	12,351,809

Additional Information — Financial Statement Schedule I

Noah Holdings Limited

Financial Information of Parent Company
Statements of Operations
(In U.S. dollars)

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Total revenues	—	—	31,292
General and administrative expenses	(413,356)	(793,066)	(917,167)
Loss from operations	(413,356)	(793,066)	(885,875)
Loss on change in fair value of derivative liabilities	(206,500)	(1,357,000)	(796,500)
Income before taxes and equity in earnings of affiliates	(619,856)	(2,150,066)	(1,682,375)
Income tax expense	—	—	—
Equity in earnings of affiliates	965,899	1,747,988	5,330,788
Net income (loss) attributable to Noah shareholders	346,043	(402,078)	3,648,413
Deemed dividend on Series A convertible redeemable preferred shares	(211,075)	(198,179)	(208,088)
Net income (loss) attributable to ordinary shareholders	134,968	(600,257)	3,440,325

Additional Information — Financial Statement Schedule I

Noah Holdings Limited

Financial Information of Parent Company
Statements of Cash Flows
(In U.S. dollars)

	Years Ended December 31,		
	2007	2008	2009
	$	$	$
Cash flows from operating activities:			
Net income (loss) attributable to Noah shareholders	346,043	(402,078)	3,648,413
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Share-based compensation	407,780	792,466	916,612
Income from equity in earnings of affiliates	(965,899)	(1,747,988)	(5,330,788)
Loss on change in fair value of derivative liabilities	206,500	1,357,000	796,500
Changes in operating assets and liabilities:			
Other current liabilities	10,200	—	(10,200)
Net cash provided by (used in) operating activities	4,624	(600)	20,537
Cash flows from investing activities:			
Investment in affiliates	(3,500,000)	—	—
Net cash used in investing activities	(3,500,000)	—	—
Cash flows from financing activities:			
Proceeds from issuance of Series A convertible redeemable preferred shares	3,900,000	—	—
Repurchase of ordinary shares	(400,000)	—	—
Net cash provided by financing activities	3,500,000	—	—
Net increase (decrease) in cash and cash equivalents	4,624	(600)	20,537
Cash and cash equivalents at the beginning of the year	—	4,624	4,024
Cash and cash equivalents at the end of the year	4,624	4,024	24,561

Additional Information — Financial Statement Schedule I

Noah Holdings Limited

Financial Information of Parent Company
Note to Schedule I

Schedule I has been provided pursuant to the requirements of Rules 12-04(a) and 5-04-(c) of Regulation S-X, which require condensed financial information as to the financial position, changes in financial position and results of operations of a parent company as of the same dates and for the same periods for which audited consolidated financial statements have been presented as the restricted net assets of the Company's subsidiaries not available for distribution to the Company as of December 31, 2009 of $8,550,824, exceeded 25 percent of consolidated net assets as of December 31, 2009. The condensed financial information has been prepared using the same accounting policies as set out in the consolidated financial statements except that the equity method has been used to account for investments in its subsidiaries.

Noah Holdings Limited

Unaudited Condensed Consolidated Balance Sheet
(In U.S. dollars except for share data)

	As of June 30, 2010	
	$	$ (pro forma Note 2)
Assets		
Current assets:		
Cash and cash equivalents	17,052,110	17,052,110
Short-term investments	3,295,587	3,295,587
Accounts receivable, net of allowance for doubtful accounts of nil at June 30, 2010	237,225	237,225
Other current assets	906,591	906,591
Deferred tax assets	61,080	61,080
Amounts due from related parties	800,028	800,028
Total current assets	22,352,621	22,352,621
Other non-current assets	330,980	330,980
Investment in affiliates	362,498	362,498
Property and equipment, net	713,687	713,687
Total Assets	**23,759,786**	**23,759,786**
Liabilities, Mezzanine Equity and Equity		
Current liabilities:		
Accrued payroll and welfare expenses (including accrued payroll and welfare expenses of the consolidated VIEs without recourse to Noah Holdings Limited of 118,660 as of June 30, 2010)	1,997,027	1,997,027
Income taxes payable (including income taxes payable of the consolidated VIEs without recourse to Noah Holdings Limited of 343,041 as of June 30, 2010)	1,550,009	1,550,009
Other current liabilities (including other current liabilities of the consolidated VIEs without recourse to Noah Holdings Limited of 5,674,488 as of June 30, 2010)	1,186,440	1,186,440
Total current liabilities	4,733,476	4,733,476
Uncertain tax position liabilities (including uncertain tax position liabilities of the consolidated VIEs without recourse to Noah Holdings Limited of 1,229,968 as of June 30, 2010)	1,229,968	1,229,968
Total Liabilities	**5,963,444**	**5,963,444**
Mezzanine Equity		
Series A convertible redeemable preferred shares ($0.001 par value): 2,950,000 shares authorized, 2,950,000 shares issued and outstanding as of June 30, 2010 (liquidation value $5,850,000 at June 30, 2010)	4,478,190	—
Equity:		
Ordinary shares ($0.0005 par value): 94,100,000 shares authorized, 17,100,000 shares issued and outstanding as of June 30, 2010	8,550	11,500
Additional paid-in capital	5,794,601	10,269,841
Retained earnings	7,031,403	7,031,403
Accumulated other comprehensive income	483,598	483,598
Total Equity	**13,318,152**	**17,796,342**
Total Liabilities, Mezzanine Equity and Equity	**23,759,786**	**23,759,786**

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Noah Holdings Limited

Unaudited Condensed Consolidated Statements of Operations
(In U.S. dollars except for share data)

	Six Months Ended June 30,	
	2009	2010
	$	$
Revenues:		
Third-party revenues	5,550,526	12,629,495
Related party revenues	580,194	1,868,203
Total revenues	6,130,720	14,497,698
Less: business taxes and related surcharges	(321,021)	(839,713)
Net revenues	5,809,699	13,657,985
Operating cost and expenses:		
Cost of revenues	(974,507)	(2,176,494)
Selling expenses	(967,790)	(2,550,719)
General and administrative expenses	(2,067,478)	(3,780,210)
Other operating income	120,181	112,473
Total operating cost and expenses	(3,889,594)	(8,394,950)
Income from operations	1,920,105	5,263,035
Other income (expenses):		
Interest income	20,397	44,095
Other expense	(9,601)	(24,382)
Investment income	13,619	158,800
Gain (loss) on change in fair value of derivative liabilities	(619,500)	354,000
Total other income (expenses)	(595,085)	532,513
Income before taxes and loss from equity in affiliates	1,325,020	5,795,548
Income tax expense	(430,271)	(1,643,998)
Loss from equity in affiliates	—	(7,316)
Net income attributable to Noah Shareholders	894,749	4,144,234
Deemed dividend on Series A convertible redeemable preferred shares	(104,044)	(108,348)
Net income attributable to ordinary shareholders	790,705	4,035,886
Net income per share:		
Basic	0.05	0.21
Diluted	0.03	0.16
Weighted average number of shares used in computation:		
Basic	10,440,124	13,140,124
Diluted	16,731,220	17,074,405
Pro forma net income per share (note 2):		
Basic		0.20
Diluted		0.16
Weighted average number of shares used in computation — unaudited:		
Basic		19,040,124
Diluted		22,974,405

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Noah Holdings Limited

Unaudited Condensed Consolidated Statements of Changes in Equity and Comprehensive Income
(In U.S. dollars except for share data)

	Ordinary Shares		Additional Paid-in Capital	Subscription Receivables	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income	Total Equity	Total Comprehensive Income
	Shares	$	$	$	$	$	$	$
Balance at December 31, 2008	9,675,000	4,838	1,170,607	(4,838)	(444,808)	382,449	1,108,248	—
Net income	—	—	—	—	894,749	—	894,749	894,749
Deemed dividend on Series A convertible redeemable preferred shares	—	—	—	—	(104,044)	—	(104,044)	
Share-based compensation	—	—	447,488	—	—	—	447,488	
Vesting of restricted shares	1,350,000	675	—	(675)	—	—	—	—
Foreign currency translation adjustments	—	—	—	—	—	116,121	116,121	116,121
Balance at June 30, 2009	11,025,000	5,513	1,618,095	(5,513)	345,897	498,570	2,462,562	1,010,870
Balance at December 31, 2009	12,375,000	6,188	2,087,219	(6,188)	2,995,517	391,731	5,474,467	—
Net income	—	—	—	—	4,144,234	—	4,144,234	4,144,234
Deemed dividend on Series A convertible redeemable preferred shares		—	—	—	(108,348)	—	(108,348)	—
Share-based compensation	—	—	1,562,432	—	—	—	1,562,432	—
Vesting of restricted shares	4,725,000	2,362	—	(2,362)	—	—	—	—
Modification of Series A Shares	—	—	2,153,500	—	—	—	2,153,500	—
Waiver of subscription receivables	—	—	(8,550)	8,550	—	—	—	—
Foreign currency translation adjustments	—	—	—	—	—	91,867	91,867	91,867
Balance at June 30, 2010	17,100,000	8,550	5,794,601	—	7,031,403	483,598	13,318,152	4,236,101

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Noah Holdings Limited

Unaudited Condensed Consolidated Statements of Cash Flows
(In U.S. dollars)

	Six Months Ended June 30,	
	2009	2010
	$	$
Cash flows from operating activities:		
Net income attributable to Noah shareholders	894,749	4,144,234
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	62,089	156,697
Share-based compensation	447,488	1,562,432
Loss from equity in affiliates	—	7,316
Held-to-maturity investment income	—	(102,925)
Gain on change in fair value of trading securities	(13,619)	(55,875)
Gain (loss) on change in fair value of derivative liabilities	619,500	(354,000)
Changes in operating assets and liabilities:		
Accounts receivable	30,305	(978,233)
Other current assets	(190,374)	(301,147)
Other non-current assets	24,462	(46,542)
Accrued payroll and welfare expenses	(36,050)	389,044
Income taxes payable	434,089	1,433,638
Other current liabilities	49,087	230,365
Deferred tax assets	47,417	—
Purchases of trading securities	(87,826)	(15,875,634)
Proceeds from sale of trading securities	13,622	16,020,964
Net cash provided by operating activities	2,294,939	6,230,334
Cash flows from investing activities:		
Purchases of property and equipment	(447)	(375,097)
Proceeds from sale of held-to-maturity securities	—	1,464,515
Purchase of held-to-maturity securities	(1,394,091)	(2,111,850)
Investment in affiliates	—	(369,814)
Net cash used in investing activities	(1,394,538)	(1,392,246)
Cash flows from financing activities:		
Net cash provided by financing activities	—	—
Effect of exchange rate changes	116,535	98,251
Net increases in cash and cash equivalents	1,016,936	4,936,339
Cash and cash equivalents — beginning of the year	7,731,424	12,115,771
Cash and cash equivalents — end of the year	8,748,360	17,052,110
Supplemental disclosure of cash flow information:		
Cash paid for income taxes	169,070	214,285
Reclassification of derivative liabilities to additional paid-in capital upon modification of Series A Shares	—	2,153,500

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

1. Organization and Principal Activities

Noah Holdings Limited ("Company") was incorporated on June 29, 2007 in the Cayman Islands by six individuals (the "Founders"). The Company, through its subsidiaries and consolidated variable interest entity ("VIE") (collectively, the "Group"), is a value-added independent wealth management consulting service provider focusing on the high net worth population in the People's Republic of China ("PRC").

The Company's subsidiaries as of June 30, 2010 include the following:

	Date of Incorporation	Place of Incorporation	Percentage of Ownership
Noah Rongyao	August 24, 2007	PRC	100%
Shanghai Noah Yuanzheng Investment Consulting Co., Ltd	April 18, 2008	PRC	100%
Tianjin Noah Private Wealth Management Consulting Co., Ltd	December 26, 2008	PRC	100%
Tianjin Gefei Asset Management Co., Ltd. ("Tianjin Gefei")	March 18, 2010	PRC	100%

Noah Investment's subsidiaries as of June 30, 2010 include the following:

	Date of Incorporation	Place of Incorporation	Percentage of Ownership
Shanghai Noah Investment Consulting Co., Ltd	September 29, 2007	PRC	100%
Shanghai Rongyao Insurance Broker Co., Ltd	September 24, 2008	PRC	100%

2. Summary of Principal Accounting Policies

(a) Basis of Presentation

The unaudited condensed consolidated financial statements included herein are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and applicable rules and regulations of the Securities and Exchange Commission, regarding interim financial reporting, and include all normal and recurring adjustments that management of the Group considers necessary for a fair presentation of its financial position and operating results. Certain information and footnote disclosures normally included in financial statements prepared in accordance with US GAAP have been condensed or omitted pursuant to such rules and regulations. Accordingly, these statements should be read in conjunction with the audited consolidated financial statements and accompanying notes thereto contained in the Company's consolidated financial statements as of and for the three years in the period ended December 31, 2009.

(b) Principles of Consolidation

The unaudited condensed consolidated financial statements include the financial statements of the Company and its subsidiaries and consolidated VIE. All inter-company transactions and balances have been eliminated upon consolidation.

Revenues, expenses, assets and liabilities can vary during each quarter of the year. Therefore, the results and trends in these interim unaudited condensed consolidated financial statements may not be the same as those for the full year.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

The following amounts of Noah Investment and its subsidiaries were included in the Group's unaudited condensed consolidated financial statement as of June 30, 2010, respectively:

	As of June 30, 2010
	$
Total assets	19,497,226
Total liabilities	7,366,156

	Six Months Ended June 30,	
	2009	2010
	$	$
Net revenues	3,836,736	2,433,025
Operating cost and expenses	2,239,175	1,373,136
Other income (expenses)	282,562	235,096
Net income attributable to Noah Shareholders	2,802,938	950,652
Cash flows from (used in) operating activities	743,604	(103,839)
Cash flows used in investing activities	849,612	1,041,828
Cash flows from financing activities	—	—

(c) Concentration of Credit Risk

The following table summarizes customers which accounted for 10% or more of total revenues.

	Revenue	
	Six Months Ended June 30,	
	2009	2010
	$	$
A	862,829	*
B	746,400	*
C	615,145	*
D	614,682	*

* Less than 10% in the stated periods.

(d) Investments in Affiliates

Affiliated companies are entities over which the Group has significant influence, but which it does not control. The Group generally considers an ownership interest of 20% or higher to represent significant influence. Investments in affiliates are accounted for by the equity method of accounting. Under this method, the Group's share of the post-acquisition profits or losses of affiliated companies is recognized in the income statement and its shares of post-acquisition movements in other comprehensive income are recognized in other comprehensive income. Unrealized gains on transactions between the Group and its affiliated companies are eliminated to the extent of the Group's interest in the affiliated companies; unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. When the Group's share of losses in an affiliated company equals or exceeds its interest in the affiliated company, the Group does not recognize further losses, unless the Group has incurred obligations or made payments on behalf of the affiliated company. An impairment loss is recorded when there has been a loss in value of the investment that is other than temporary. The Group has not recorded any impairment losses in any of the periods reported.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

(e) Internal-use Software

Certain direct development costs associated with internal use software are capitalized and mainly include payroll costs for employees devoting time to the software projects principally related to software coding, system interface design and installation and software testing. The capitalized costs are amortized using the straight-line method over an estimated life of two to four years, from the date when the asset is substantially ready for use. Costs related to preliminary project activities and post implementation activities are expensed as incurred.

(f) Recently issued accounting pronouncement

In April 2010, the FASB issued ASU 2010-13, "Compensation—Stock Compensation (Topic 718); Effect of Denominating the Exercise Price of a Share-Based Payment Award in the Currency of the Market in Which the Underlying Equity Security Trades". The objective of this ASU is to address the classification of an employee share-based payment award with an exercise price denominated in the currency of a market in which the underlying equity security trades. FASB Accounting Standards Codification Topic 718, Compensation—Stock Compensation, provides guidance on the classification of a share-based payment award as either equity or a liability. A share-based payment award that contains a condition that is not a market, performance, or service condition is required to be classified as a liability. This ASU is effective for fiscal years and interim periods within those fiscal years, beginning on or after December 15, 2010. The Group does not believe the adoption of the ASU would have a material impact on its consolidated financial statements.

(g) Unaudited Pro Forma Information

The pro forma balance sheet information as of June 30, 2010 assumes the conversion upon completion of the initial public offering of all convertible preferred shares outstanding as of June 30, 2010 into ordinary shares.

(h) Unaudited Pro Forma Net Income per Share

Pro forma basic and diluted net income per share is computed by dividing income attributable to holders of ordinary shares, excluding the impact of deemed dividends on convertible redeemable preferred shares and loss on change in fair value of derivative liabilities, by the weighted average number of ordinary shares outstanding for the period plus the number of ordinary shares resulting from the assumed conversion of the outstanding convertible redeemable preferred shares upon consummation of IPO at the conversion ratio of 1:2.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

3. Net Income per Share

The following table sets forth the computation of basic and diluted net income per share attributable to common shareholders:

	Six Months Ended June 30,	
	2009	2010
Net income attributable to ordinary shareholders	$ 790,705	$ 4,035,886
Less: amounts allocated to Series A convertible redeemable preferred shares for participating rights to dividends	(290,203)	(1,251,176)
Net income attributable to ordinary shareholders — basic and diluted	$ 500,502	$ 2,784,710
Weighted average number of ordinary shares outstanding — basic	10,440,124	13,140,124
Plus: share options	28,876	101,829
Plus: non-vested restricted shares	6,262,220	3,832,452
Weighted average number of ordinary shares outstanding — diluted	16,731,220	17,074,405
Basic net income per share	$ 0.05	$ 0.21
Diluted net income per share	$ 0.03	$ 0.16

Diluted net income per share does not include the following instrument as its inclusion would be antidilutive:

	Six Months Ended June 30,	
	2009	2010
Series A convertible redeemable preferred shares	5,900,000	5,900,000
	5,900,000	5,900,000

Pro forma earnings per share:

	Six Months ended June 30, 2010
Net income attributable to ordinary shareholders	$ 4,035,886
Plus: deemed dividends to Series A convertible redeemable preferred shares	108,348
Less: Gain on change in fair value of derivative liabilities	354,000
Pro forma net income attributable to ordinary shareholders — basic and diluted	$ 3,790,234
Shares used in computation — basic	13,140,124
Plus: Series A convertible redeemable preferred shares	5,900,000
Pro forma weighted-average ordinary shares outstanding — basic	19,040,124
Plus: share options	101,829
Plus: non-vested restricted shares	3,832,452
Pro forma weighted-average ordinary shares outstanding — diluted	22,974,405
Pro forma net income per share — basic	$ 0.20
Pro forma net income per share — diluted	$ 0.16

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

4. Investments

The following table summarizes the Group's investment balances:

	As of June 30, 2010 $
Held-to-maturity securities	3,295,587
Total	3,295,587

As of June 30, 2010, the Group's held-to-maturity securities consist of trust fund securities carried at amortized cost and are due within one year. The Group recorded interest receivable from the trust fund of $92,271 and investment income of $102,925 as of and for the six months ended June 30, 2010. The Group did not purchase any held-to-maturity securities for first half of 2009 and no investment income was recognized for the six months ended June 30, 2009.

5. Property and Equipment, Net

Property and equipment, net consists of the following:

	As of June 30, 2010 $
Leasehold improvements	451,450
Furniture, fixtures and equipment	658,156
Motor vehicles	153,384
Total	1,262,990
Less: Accumulated depreciation	549,303
Property and equipment, net	713,687

Depreciation expense was $62,089 and $156,697 for the six months ended June 30, 2009 and 2010, respectively.

7. Investment in Affiliates

In May 2010, Tianjin Gefei injected RMB2.5 million (approximately $0.36 million) out of a total investment commitment of RMB5.0 million (approximately $0.7 million) into Tianjin Gefeixin Equity Investment partnership (limited partnership) ("Tianjin Gefeixin"), a newly established equity fund in PRC. It is intended that Tianjin Gefei will own 1% of the equity interest in Tianjin Gefeixin. As of June 30, 2010, Tianjin Gefei has not fully injected the remaining RMB2.5 million capital commitment. Tianjin Gefei acts as the general partner of Tianjin Gefeixin. As the limited partners have substantive kick-out rights, the Group accounts for this investment using the equity method of accounting as it still maintains significant influence, but not control, over Tianjin Gefeixin. The Group's share of affiliate results were immaterial during the six months ended June 30, 2010.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

8. Income Taxes

The tax expense (benefit) comprises:

	Six Months Ended June 30,	
	2009	2010
	$	$
Current Tax	422,274	1,643,998
Deferred Tax	7,997	—
Total	430,271	1,643,998

The effective tax rate is based on expected income and statutory tax rates. For interim financial reporting, the Group estimates the annual tax rate based on projected taxable income for the full year and records a quarterly income tax provision in accordance with the guidance on accounting for income taxes in an interim period. As the year progresses, the Group refines the estimates of the year's taxable income as new information becomes available. This continual estimation process often results in a change to the expected effective tax rate for the year. When this occurs, the Group adjusts the income tax provision during the quarter in which the change in estimate occurs so that the year-to-date provision reflects the expected annual tax rate.

The Group's effective tax rate for the six-month periods ended June 30, 2009 and 2010 was 32.47% and 28.36%, respectively.

The movement of the Group's uncertain tax positions is summarized as follows:

	$
Unrecognized tax benefit — December 31, 2009	1,223,250
Gross increases — tax positions in current period	—
Settlements	—
Exchange rate translation	6,718
Unrecognized tax benefit — June 30, 2010	1,229,968

9. Series A Convertible Redeemable Preferred Shares ("Series A Shares")

Prior to June 2010, the redemption provisions of the Series A Shares permitted the holder to redeem the Series A Shares at a redemption price per share equal to the greater of: (1) issue price plus a compounded 5% return per annum, or (2) the fair market value of the Series A Shares. The ability to redeem the Series A Shares at fair market value provided a means to net settle the Conversion Feature and Put Option. As such, the Conversion Feature and Put Option were combined as a compound derivative, bifurcated from the Series A Shares and recognized at fair value. In June 2010, the aforementioned redemption provision was modified to remove the option to settle the Series A Shares at fair value and permit redemption only at the issue price plus a compounded 5% return per annum. All other terms remained the same. As a result of the modification, the Group determined that the Conversion Feature and Put Option could no longer be net settled and, as such, would no longer meet all the required criteria to be accounted for as embedded derivatives. Accordingly, the Group derecognized the compound derivative by reclassifying the fair value of the derivative liability as of the modification date of $2,153,500 to additional paid-in-capital as the Group deemed the modification to be a transaction among shareholders.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

The Group recorded expense (income) associated with the increase (decrease) in the fair value of the compound derivative of $619,500 and ($354,000) during the six months ended June 30, 2009 and 2010, respectively.

During the six months ended June 30, 2009 and 2010, the Group recognized deemed dividends of $104,044 and $108,348, respectively, which reflects the accretion of the redemption value of the Series A Shares, or the 5% redemption rate.

10. Fair Value Measurements

The Company did not have any assets or liabilities measured at fair value on a non-recurring basis during the six months ended June 30, 2010.

The following table summarizes the movements of the balance of derivative liabilities which are classified as level 3 fair value measurements:

	Six Months Ended June 30,	
	2009	2010
	$	$
Derivative liabilities		
Beginning balance	1,711,000	2,507,500
Gain on change in fair value of derivatives liabilities	619,500	(354,000)
Derecognition upon modification	—	(2,153,500)
Ending balance	2,330,500	—

The Group believes the fair value of its financial instruments, principally cash and cash equivalents, accounts receivable, short-term investments and due from related parties approximate their recorded values due to the short-term nature of the instruments or interest rates, which are comparable with current rates.

11. Share-Based Compensation

The following table presents the Company's share-based compensation expense by type of award:

	Six Months Ended June 30,	
	2009	2010
	$	$
Share options	55,988	251,711
Non-vested restricted shares	391,500	1,310,721
Total share-based compensation	447,488	1,562,432

Share Options:

During the year ended December 31, 2008, the Company adopted the Noah Holdings Limited Share Incentive Plan (the "Noah Plan"), which allows the Company to offer a variety of share-based incentive awards to the Group's employees, officers, directors and individual consultants who render services to the Group. Under the Noah Plan, the maximum number of shares that may be issued shall not exceed 8% of the shares in issue on the date the offer of the grant of an option is made. Options have a ten-year life and generally vest 25% on the first anniversary of the grant date with the remaining 75% vesting ratably over the following 36 months.

On March 11, 2010, the Company granted 639,000 options to purchase its ordinary shares to certain of the Group's employees, at an exercise price of $5.58 per share pursuant to the Noah Plan.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

The Group used the Black-Scholes pricing model and the following assumptions to estimate the fair value of the options granted:

Average risk-free rate of return	3.19%
Expected life of option	10 years
Average estimated volatility rate	48.8%
Average dividend yield	0.00%

The weighted-average grant-date fair value of options granted during the six months ended June 30, 2009 and 2010 was $1.12 and $5.58 per share, respectively. There were no options exercised during the six months ended June 30, 2009 and 2010, respectively.

A summary of option activities under the Noah Plan as of and for the six months ended is presented below:

	Number of Options	Weighted Average Exercise Price $	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value of Options $
Outstanding, as of January 1, 2010	190,000	1.12		
Granted	639,000	5.58		
Outstanding, as of June 30, 2010	829,000	4.56	9.4 years	2,928,190
Vested and expected to vest as of June 30, 2010	760,875	4.87	9.5 years	2,453,359
Exercisable as of June 30, 2010	68,125	1.12	8.5 years	474,831

As of June 30, 2010, there was $2,524,395 of total unrecognized compensation expense related to unvested share options granted under the Noah Plan, which is expected to be recognized over a weighted-average period of 3.5 years.

Non-vested Restricted Shares:

On September 3, 2007, concurrent with the issuance of Series A Shares, the Company repurchased 900,000 ordinary shares from Wang Jingbo, the Group's Chairman and CEO, for $400,000. The Group recorded compensation expense of $152,500 during the year ended December 31, 2007, representing the difference between the fair value of the ordinary shares and the repurchase price.

In addition, four of the Group's Founders, who are also key members of Group management, entered into an arrangement whereby all of their 10,800,000 ordinary shares became subject to transfer restrictions. In addition, such shares are subject to repurchase by the Company or, in certain circumstances, the holders of Series A Shares, upon voluntary or involuntary termination of employment by the Founders (the "Repurchase Right"). The Repurchase Right terminates over the four years, commencing September 3, 2007 in the following manner: (i) 25% on the first anniversary of Series A offering; (ii) for the remaining 75%, in 36 equal monthly instalments thereafter. The repurchase price is the par value of the ordinary shares. The Founders retain the voting rights of such non-vested restricted shares and any additional securities or cash received as the result of ownership of such shares, such as a share dividend, become such to restriction in the same manner. This arrangement has been accounted for as a reverse stock split followed by the grant of a restricted stock award under a performance-based plan. Accordingly, the Group measured the fair value of the non-vested restricted shares as of September 3, 2007 and is recognizing the amount as compensation expense over the four year deemed service period using a graded vesting attribution model for each separately vesting portion of the non-vested restricted shares.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

In June 2010, the Repurchase Right was removed and the unrecognized share-based compensation of $919,221 as of the modification date was immediately recognized as an expense in the consolidated statements of operations.

A summary of non-vested restricted share activity during the six months ended June 30, 2010 is presented below:

Non-vested restricted shares	Number of non-vested restricted shares	Weighted-average grant-date fair value
		$
Non-vested as of January 1, 2009	4,725,000	0.29
Vested from January 1, 2010 to June 30, 2010	1,350,000	0.29
Vested on June 30, 2010 due to removal of vesting condition	3,375,000	0.29
Non-vested as of June 30, 2010	—	—

The total fair value of non-vested restricted shares vested during the six months ended June 30, 2010 was $1,370,250.

The Company recorded compensation expense of $391,500 and $1,310,721 during the six months ended June 30, 2009 and 2010, respectively, related to non-vested restricted shares.

12. Employee Benefit Plans

Full time employees of the Group in the PRC participate in a government-mandated multi-employer defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. PRC labor regulations require the Group to accrue for these benefits based on a certain percentage of the employees' salaries. The total contribution for such employee benefits were $153,034 and $295,279 during the six months ended June 30, 2009 and 2010, respectively. The Group has no ongoing obligation to its employees subsequent to its contributions to the PRC plan.

13. Distribution of Profits

Pursuant to the relevant laws and regulations in the PRC applicable to foreign investment enterprises and the Articles of Association of the Group's PRC subsidiaries, the Group is required to maintain a statutory reserve ("PRC statutory reserve"): a general reserve fund, which is non-distributable. The Group's PRC subsidiaries are required to transfer 10% of their profit after taxation, as reported in their PRC statutory financial statements, to the general reserve fund until the balance reaches 50% of their registered capital. At their discretion, the PRC subsidiaries may allocate a portion of its after-tax profits based on PRC accounting standards to staff welfare and bonus funds. The general reserve fund may be used to make up prior year losses incurred and, with approval from the relevant government authority, to increase capital. PRC regulations currently permit payment of dividends only out of the Group's PRC subsidiaries' accumulated profits as determined in accordance with PRC accounting standards and regulations. The general reserve fund amounted to $1,587,415 as of June 30, 2010. The Group has not allocated any of its after-tax profits to the staff welfare and bonus funds for any period presented.

In addition, the share capital of the Company's PRC subsidiaries of $7,476,898 as of June 30, 2010 was considered restricted due to restrictions on the distribution of share capital.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

As a result of these PRC laws and regulations, the Company's PRC subsidiaries are restricted in their ability to transfer a portion of their net assets, including general reserve and registered capital, either in the form of dividends, loans or advances. Such restricted portion amounted to $9,064,313 as of June 30, 2010.

No dividends were declared during the six months ended June 30, 2010.

14. Segment Information

The Group uses the management approach to determine operating segments. The management approach considers the internal organization and reporting used by the Group's chief operating decision maker ("CODM") for making decisions, allocating resources and assessing performance. The Group's CODM has been identified as the chief executive officer, who reviews consolidated and segment results when making decisions about allocating resources and assessing performance of the Group.

Prior to 2010, the Group had four reporting segments: (1) Headquarters; (2) Shanghai office; (3) Yangtze River delta offices other than Shanghai and (4) other offices. In 2010, the Group modified the operating segment information reviewed by CODM whereby the CODM only reviews the consolidated results of operations. The Group believes it operates in a sole segment, which is value-added, independent wealth management consulting services. Segment information for all prior periods has been restated to reflect the current segment reporting structure.

Service Lines

Details of revenue by type of service are as follows:

	Six Months Ended June 30,	
	2009	2010
	$	$
One-time commissions	4,945,428	10,676,719
Recurring Service Fee	864,271	2,981,266
Net revenues	5,809,699	13,657,985

Substantially all of the Group's revenues are derived from, and its assets are located in, the PRC.

15. Related Party Transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operational decisions. Parties are also considered to be related if they are subject to common control or common significant influence. Related parties may be individuals or corporate entities.

The table below sets forth major related parties and their relationships with the Group:

Company Name	Relationship with the Group
Tianjin Sequoia Capital Investment Fund (limited partnership)	Affiliate of shareholder of the Company
Sequoia Capital Investment Management (Tianjin) Co., Ltd.	Affiliate of shareholder of the Company
Tianjin Gefeixin.	Affiliate of shareholder of the Company, Investee of the Company

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

As of June 30, 2010, due from related parties was comprised of the following:

	June 30, 2010 $
Amounts due from related parties -Tianjin Gefeixin	800,028

During the six months period ended June 30, 2009 and 2010, related party transactions were as follows:

	Six Months Ended June 30,	
	2009 $	2010 $
One-time commissions — Tianjin Sequoia Capital Investment Fund (limited partnership)	—	256,339
One-time commissions — Tianjin Gefeixin	—	726,857
One-time commissions — Funds invested by Tianjin Gefeixin	—	203,696
Recurring services fee — Sequoia Capital Investment Management (Tianjin) Co., Ltd.	580,194	565,681
Recurring services fee — Tianjin Gefeixin	—	69,302
Recurring services fee — Funds invested by Tianjin Gefeixin	—	46,328
Total	580,194	1,868,203

16. Commitments and Contingencies

Operating Leases

The Group leases its facilities under noncancelable operating leases expiring at various dates through the year 2015.

Future minimum lease payments under non-cancelable operating lease agreements at June 30, 2010 were as follows:

Period Ending,	$
July 1, 2010 to December 31, 2010	747,940
December 31, 2011	1,161,393
December 31, 2012	832,094
December 31, 2014	216,776
December 31, 2015	—
Total	2,958,203

Rental expenses were $538,875 and $928,137 during the six months ended June 30, 2009 and 2010, respectively.

Contingencies

The Group is subject to claims and legal proceedings that arise in the ordinary course of its business. Each of these matters is subject to various uncertainties, and it is possible that some of these matters may be decided unfavorably to the Group. The Group does not believe that any of these matters will have a material adverse affect on its business, assets or operations.

Noah Holdings Limited

Notes to Unaudited Condensed Consolidated Financial Statements—(Continued)
For the Six Months Ended June 30, 2009 and 2010
(In U.S. dollars, except for share and per share data, unless otherwise stated)

17. Subsequent Events

In July 2010, the Company granted 163,300 options under the Noah Plan to certain employees and senior management, having an exercise price of $7.38 and vesting over 4 years. The Company expects to recognize $0.7 million in compensation expense ratably over the four year vesting period.

In October 2010, the Company granted 150,000 restricted shares to replace 150,000 share options previously granted under the Noah Plan. The purchase price of the restricted shares was $5.58 per share, which was the exercise price of the replaced options. The modification did not result in any incremental compensation expense.

On October 11, 2010, the Company granted 7,000 options under the Noah Plan to certain employees, having an exercise price of $7.38 per share and vesting over 4 years.

On October 18, 2010, the Company granted 235,100 options under the Noah Plan to certain employees and senior management, having an exercise price of $19.00 and vesting over 4 years.

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NOAH諾亞財富®
NOAH PRIVATE WEALTH MANAGEMENT

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Noah Holdings Limited

American Depositary Shares
Representing
Ordinary Shares

J.P. Morgan

Oppenheimer & Co.

BofA Merrill Lynch

Roth Capital Partners

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences or committing a crime. Our articles of association provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such, except through their own dishonesty, willful default or fraud.

Pursuant to the indemnification agreements the form of which is filed as Exhibit 10.2 to this Registration Statement, we will agree to indemnify our directors and officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or officer.

The underwriting agreement, the form of which is filed as Exhibit 1.1 to this Registration Statement, will also provide for indemnification of us and our officers and directors.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES.

During the past three years, we have issued the following securities (including options to acquire our ordinary shares). We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Regulation S under the Securities Act or pursuant to Section 4(2) of the Securities Act regarding transactions not involving a public offering. No underwriters were involved in any of these issuances.

Purchaser	Date of Sale or Issuance	Number of Securities	Consideration ($)
Jing Investors Co., Ltd.	January 6, 2008	7,380,000 ordinary shares	3,690
Quan Investment Co., Ltd.	January 6, 2008	4,500,000 ordinary shares	2,250
Yin Investment Co., Ltd.	January 6, 2008	2,160,000 ordinary shares	1,080
Hua Investment Co., Ltd.	January 6, 2008	1,800,000 ordinary shares	900
Sequoia Entities	January 5, 2008	2,950,000 Series A preferred shares	3,900,000
Executive officers and employees	August 19, 2008	Options to purchase 120,000 ordinary share	Past and future services to our company
Executive officers and employees	March 2, 2009	Options to purchase 130,000 ordinary share	Past and future services to our company
Executive officers and employees	March 11, 2010	Options to purchase 639,000 ordinary share	Past and future services to our company
Executive officers and employees	July 20, 2010	Options to purchase 163,300 ordinary share	Past and future services to our company

Purchaser	Date of Sale or Issuance	Number of Securities	Consideration ($)
Employees	October 11, 2010	Options to purchase 7,000 ordinary share	Past and future services to our company
Executive officers and employees	October 18, 2010	Options to purchase 235,100 ordinary share	Past and future services to our company
An executive officer	October 18, 2010	150,000 restricted ordinary shares	837,000

ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits

See Exhibit Index beginning on page II-5 of this registration statement.

The agreements included as exhibits to this registration statement contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties were made solely for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosures that were made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of "materiality" that are different from "materiality" under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

We acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, we are responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this registration statement not misleading.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the Consolidated Financial Statements or the Notes thereto.

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by

such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Shanghai, China, on October 20, 2010.

Noah Holdings Limited

By: /s/ Jingbo Wang
Name: **Jingbo Wang**
Title: **Chairman and Chief Executive Officer**

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Jingbo Wang and Tao Thomas Wu as attorneys-in-fact with full power of substitution, for him or her in any and all capacities, to do any and all acts and all things and to execute any and all instruments which said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration under the Securities Act of ordinary shares of the registrant (the "Shares"), including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to the Registration Statement on Form F-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission with respect to such Shares, to any and all amendments or supplements to such Registration Statement, whether such amendments or supplements are filed before or after the effective date of such Registration Statement, to any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act, and to any and all instruments or documents filed as part of or in connection with such Registration Statement or any and all amendments thereto, whether such amendments are filed before or after the effective date of such Registration Statement; and each of the undersigned hereby ratifies and confirms all that such attorney and agent shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement on Form F-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Jingbo Wang **Jingbo Wang**	Chairman of the Board of Directors and Chief Executive Officer (principal executive officer)	October 20, 2010
/s/ Tao Thomas Wu **Tao Thomas Wu**	Chief Financial Officer (principal financial and accounting officer)	October 20, 2010
/s/ Zhe Yin **Zhe Yin**	Director	October 20, 2010
/s/ Boquan He **Boquan He**	Director	October 20, 2010
/s/ Chia-Yue Chang **Chia-Yue Chang**	Director	October 20, 2010
/s/ Steve Yue Ji **Steve Yue Ji**	Director	October 20, 2010

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Noah Holdings Limited has signed this registration statement or amendment thereto in New York, New York, U.S.A. on October 20, 2010.

Authorized U.S. Representative

By: /s/ Kate Ledyard
Name: Kate Ledyard
Title: Manager, Law Debenture Corporate Service Inc.

NOAH HOLDINGS LIMITED

EXHIBIT INDEX

Exhibit Number	Description of Document
1.1*	Form of Underwriting Agreement
3.1	Third Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2*	Form of Amended and Restated Memorandum and Articles of Association of the Registrant (effective upon the closing of this offering)
4.1*	Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3)
4.2*	Registrant's Specimen Certificate for Ordinary Shares
4.3*	Form of Deposit Agreement, among the Registrant, the depositary and holder of the American Depositary Receipts
4.4	Amended and Restated Shareholders Agreement between the Registrant and other parties therein dated June 30, 2010
5.1	Opinion of Maples and Calder regarding the validity of the ordinary shares being registered
8.1	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP regarding certain U.S. tax matters
8.2	Opinion of Maples and Calder regarding certain Cayman Island tax matters (included in Exhibit 5.1)
8.3	Opinion of Zhong Lun Law Firm regarding certain PRC tax matters
10.1	2008 Share Incentive Plan
10.2*	2010 Share Incentive Plan
10.3	Form of Indemnification Agreement between the Registrant and its Directors and Officers
10.4	Form of Employment Agreement between the Registrant and an Executive Officer of the Registrant
10.5	English translation of the Exclusive Option Agreement between Shanghai Noah Rongyao Investment Consulting Co., Ltd. (formerly known as Shanghai Fuzhou Investment Consulting Co., Ltd.) and shareholders of Noah Investment Management Co., Ltd. dated September 3, 2007
10.6	English translation of the Exclusive Support Service Contract between Shanghai Noah Investment Management Co., Ltd. and Shanghai Noah Rongyao Investment Consulting Co., Ltd. (formerly known as Shanghai Fuzhou Investment Consulting Co., Ltd.) dated September 3, 2007
10.7	English translation of the form of Power of Attorney issued by shareholders of Shanghai Noah Investment Management Co., Ltd.
10.8	English translation of the Share Pledge Agreement between Shanghai Noah Rongyao Investment Consulting Co., Ltd. (formerly known as Shanghai Fuzhou Investment Consulting Co., Ltd.) and shareholders of Noah Investment Management Co., Ltd. dated September 3, 2007
10.9	English translation of Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Jingbo Wang dated June 25, 2009
10.10	English translation of Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Zhe Yin dated June 25, 2009

Exhibit Number	Description of Document
10.11	English translation of Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Boquan He dated June 25, 2009
10.12	English translation of Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Yan Wei dated June 25, 2009
10.13	English translation of Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Qianghua Yan dated June 25, 2009
10.14	English translation of Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Xinjun Zhang dated June 25, 2009
21.1	Subsidiaries of the Registrant
23.1	Consent of Deloitte Touche Tohmatsu CPA Ltd., an Independent Registered Public Accounting Firm
23.3	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 8.1)
23.4	Consent of Zhong Lun Law Firm (included in Exhibit 8.3)
23.5	Consent of Maples and Calder (included in Exhibit 5.1)
23.6	Consent of Beijing Heading Century Consulting Co., Ltd.
24.1	Powers of Attorney (included on signature page)
99.1	Code of Business Conduct and Ethics of the Registrant
99.2	Opinion of Zhong Lun Law Firm regarding certain PRC legal matters

* To be filed by amendment.

Exhibit 3.1

Company No.: CF-190307

THE COMPANIES LAW (2009 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

THIRD AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION

OF

NOAH HOLDINGS LIMITED

(as adopted by special resolution passed on June 30, 2010)

1. The name of the Company is NOAH HOLDINGS LIMITED.

2. The registered office of the Company shall be at the offices of Corporate Filing Services Limited, 4th Floor, Harbour Centre, P.O. Box 613, Grand Cayman KY1- 1107, Cayman Islands, or at such other place as the Directors may from time to time decide.

3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2009 Revision) or as revised, or any other law of the Cayman Islands.

4. Except as prohibited or limited by the Companies Law (2009 Revision), the Company shall have full power and authority to carry out any object and shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate in doing in any part of the world whether as principal, agent, contractor or otherwise whatever may be considered by it necessary for the attainment of its objects and whatever else may be considered by it as incidental or conducive thereto or consequential thereon, including, but without in any way restricting the generality of the foregoing, the power to make any alterations or amendments to this Memorandum of Association and the Articles of Association of the Company considered necessary or convenient in the manner set out in the Articles of Association of the Company, and the power to do any of the following acts or things, viz: to pay all expenses of and incidental to the promotion, formation and incorporation of the Company; to register the Company to do business in any other jurisdiction; to sell, lease or dispose of any property of the Company; to draw, make, accept, endorse, discount, execute and issue promissory notes, debentures, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments; to lend money or other assets and to act as guarantors; to borrow or raise money on the security of the undertaking or on all or any of the assets of the Company including uncalled capital or without security; to invest monies of the Company in such manner as the Directors determine; to promote other companies; to sell the undertaking of the Company for cash or any other consideration; to distribute assets in specie to Members of the Company; to make charitable or benevolent donations; to pay pensions or gratuities or provide other benefits in cash or kind to Directors, officers, employees, past or present and their families; to purchase Directors and officers liability insurance and to carry on any trade or business and generally to do all acts and things which, in the opinion of the Company or the Directors, may be conveniently or profitably or usefully acquired and dealt with, carried on, executed or done by the Company in connection with the business aforesaid PROVIDED THAT the Company shall only carry on the businesses for which a licence is required under the laws of the Cayman Islands when so licensed under the terms of such laws.

5. The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.

6. The share capital of the Company is US$50,000, which is divided into 94,100,000 Ordinary Shares of US$0.0005 each and 2,950,000 Series A Shares of US$0.001 each, with power for the Company insofar as is permitted by law to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Law (2009 Revision) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the powers hereinbefore contained.

7. If the Company is registered as exempted, its operations will be carried on subject to the provisions of Article 193 of the Companies Law (2009 Revision) and, subject to the provisions of the Companies Law (2009 Revision) and the Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be de-registered in the Cayman Islands.

THE COMPANIES LAW (2009 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

THIRD AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

NOAH HOLDINGS LIMITED

(as adopted by special resolution passed on June 30, 2010)

1. In these Articles Table A in the First Schedule to the Statute does not apply and, unless there be something in the subject or context inconsistent therewith,

"Articles"	means these Articles (including the Schedules hereto) as from time to time altered by Special Resolution.
"Auditors"	means the auditors of the Company, being one of the "Big 4" international accounting firms.
"Board" or "Board of Directors"	means the board of directors of the Company, as constituted from time to time.
"Closing Date"	has the meaning ascribed to it in the Purchase Agreement.
"Company"	means the above-named Company.
"debenture"	means debenture stock, mortgages, bonds and any other such securities of the Company whether constituting a charge on the assets of the Company or not.
"Directors"	means the directors for the time being of the Company.
"Domco"	means SHANGHAI NOAH INVESTMENT MANAGEMENT CO., LTD. (上海诺亚投资管理有限公司), a limited liability company organized and existing under the laws of the PRC.
"dividends"	includes interim dividends and bonus issues.
"Founder Ordinary Shareholders"	means JING INVESTORS CO., LTD., YIN INVESTMENT CO., LTD., XIN INVESTMENT CO., LTD. and YAN INVESTMENT CO., LTD..
"Founders"	means WANG Jingbo, YIN Zhe, ZHANG Xinjun and WEI Yan.
"Investors"	means Sequoia Capital China I, L.P., Sequoia Capital China Partners Fund I, L.P. and Sequoia Capital China Principals Fund I, L.P..

"Member"	shall bear the meaning ascribed to it in the Statute.
"month"	means calendar month.
"Non-Founders"	means HE Boquan and YAN Qianghua.
"Ordinary Resolution"	means a resolution: (i)passed by a simple majority of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Member is entitled; or (ii)approved in writing by all of the Members entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Members and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments if more than one, is executed.
"Ordinary Shareholders"	means the Founder Ordinary Shareholders and the Other Ordinary Shareholders
"Ordinary Shares"	means the ordinary shares, par value US$0.0005 per share, in the capital of the Company each having the rights, preferences, privileges and restrictions set out in these Articles.
"Other Ordinary Shareholders"	means QUAN INVESTMENT CO., LTD. and HUA INVESTMENT CO., LTD..
"person"	means any individual, partnership, corporation, limited liability company, joint venture, trust, firm, association, unincorporated organization or other entity.
"paid-up"	means paid-up as to the par value and any premium payable in respect of the issue of any share and includes the same credited as paid-up.
"PRC"	means the People's Republic of China, and for purpose of these Articles, does not include Taiwan and the Special Administration Regions of Hong Kong and Macau.
"PRC Subsidiary"	means SHANGHAI NOAH RONGYAO INVESTMENT CONSULTING CO., LTD. (上海诺亚荣耀投资顾问有限公司), a wholly foreign-owned enterprise established under the laws of the PRC.
"PRC Companies"	means the PRC Subsidiary, the Domco and Beijing Noah Wealth Investment Consulting Co., Ltd. (北京诺亚财富投资咨询有限公司).

"Purchase Agreement"	means the Series A Preferred Shares Purchase Agreement dated as of September 3, 2007, by and among the Company, the Domco, the Founders and the Investors.
"Qualified Public Offering"	means a firm underwritten public offering of the ordinary shares, par value US$0.0005 per share, of the Company in the United States, that has been registered under the United States Securities Act of 1933, as amended from time to time, including any successor statutes, with gross proceeds to the Company in excess of US$50,000,000 (prior to underwriters' discounts and commissions) and an implied valuation of the Company prior to such offering of at least US$300,000,000, or in a similar public offering of the Ordinary Shares of the Company in another jurisdiction which results in the Ordinary Shares trading publicly on a recognized regional or national securities exchange; provided that such offering satisfies the foregoing gross proceeds and valuation requirements.
"registered office"	means the registered office for the time being of the Company.
"Required Preferred Shareholder Resolution"	means resolutions or consents of Series A Shares which are required by the terms of issue of the Series A Shares (as set out in Schedule 1) to be passed or obtained in particular circumstances and which are passed in accordance with such terms.
"Seal"	means the common seal of the Company and includes every duplicate seal.
"Secretary"	includes an Assistant Secretary and any person appointed to perform the duties of Secretary of the Company.
"Series A Issue Price"	means US$1.3290 per Series A Share.
"Series A Original Issue Date"	means the date of the first sale and issuance of Series A Shares.
"Series A Shares"	means the series A convertible redeemable participating preferred shares in the capital of the Company with par value of US$0.001 each.
"share"	means the Ordinary Shares and the Series A Shares, and includes a fraction of a share.
"Shareholders"	means the Investors and the Ordinary Shareholders, their respective successors and permitted assigns, and any other holder of shares of equity capital of the Company.
"Shareholders Agreement"	means the Shareholders Agreement dated as of September 3, 2007 by and among the Company, the PRC Subsidiary, the Domco, the Ordinary Shareholders, the Founders, the Non-Founders and the other parties thereto, as amended, supplemented, restated or replaced from time to time.

"Special Resolution"	has the same meaning as ascribed to it in the Statute and includes a resolution approved in writing as described therein.
"Statute"	means the Companies Law (2009 Revision) of the Cayman Islands as amended and every statutory modification or re-enactment thereof for the time being in force.
"subsidiary"	means, with respect to any Person, a corporation or other entity of which 50% or more of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person.
"written" and "in writing"	include all modes of representing or reproducing words in visible form.
"US Dollar" or "US$"	means the lawful currency of the United States of America.

Words importing the singular number only include the plural number and vice-versa.

Words importing the masculine gender only include the feminine gender. Words importing persons only include corporations.

The Schedules shall form part of these Articles. If at any time there shall be any conflict between the provision of the Schedules and the provision contained in the remainder of these Articles, then the provisions of the Schedules shall prevail. Defined terms which are defined in the Schedules to these Articles shall bear the meaning ascribed thereto in such Schedule.

2. The business of the Company may be commenced as soon after incorporation as the Directors shall see fit, notwithstanding that part only of the shares may have been allotted.

3. The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company including the expenses of registration.

CERTIFICATES FOR SHARES

4. The Company shall maintain a register of its Members and every person whose name is entered as a Member in the register of Members shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for one or more of his shares upon payment of fifty cents (US$0.50) for every certificate after the first or such less sum as the Directors shall from time to time determine provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of the several joint holders shall be sufficient delivery to all such holders. If at any time there shall be any conflict between the provisions of the Schedules and the provisions contained in the remainder of these Articles then the provisions of the Schedules shall prevail.

5. Certificates representing shares of the Company shall be in such form as shall be determined by the Directors. Such certificates may be under Seal. All certificates for shares shall be consecutively numbered or otherwise identified and shall specify the shares to which they relate. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered in the register of Members of the Company. All certificates surrendered to the Company for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled. The Directors may authorise certificates to be issued with the seal and authorised signature(s) affixed by some method or system of mechanical process.

6. Notwithstanding Article 5 of these Articles, if a share certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of one dollar (US$l.00) or such lesser sum and on such terms (if any) as the Directors may prescribe to indemnify the Company for its costs incurred in connection therewith.

ISSUE OF SHARES

7. (a) Subject to the provisions, if any, of the Memorandum of Association and to the provisions of these Articles and to any direction that may be given by the Company in general meeting and without prejudice to any special rights previously conferred on the holders of existing shares, the Directors may allot, issue, grant options over or otherwise dispose of shares of the Company (including fractions of a share) with or without preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper. The Company shall not issue shares in bearer form.

(b) The Ordinary Shares shall participate in the profits and assets of the Company but subject always to being subordinate in their rights to the Series A Shares to the extent provided by the terms of issue of the Series A Shares.

(c) Series A Shares shall carry the rights (preferential or otherwise) set forth in these Articles and, in particular, in Schedule 1 hereto. For the sake of clarity, Schedule 1 and Schedule 2 shall form part of the Articles. In the event of conflict between the terms and provisions in the Articles and Schedule 1 and Schedule 2, the terms and provisions of Schedule 1 and Schedule 2 shall prevail.

RIGHT OF PARTICIPATION

8. (a) General. The Investors and its permitted transferees to which rights under this Article 8 have been duly assigned in accordance with these Articles and the Shareholders Agreement (each a "Participation Rights Holder") shall have the right of first refusal to purchase such Participation Rights Holder's Pro Rata Share (as defined below), of all (or any part) of any New Securities (as defined in Article 8(c)) that the Company may from time to time issue after the date of the Shareholders Agreement (the "Right of Participation").

(b) Pro Rata Share. A Participation Rights Holder's "Pro Rata Share" for purposes of the Right of Participation is the ratio of (a) the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such Participation Rights Holder, to (b) the total number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) then outstanding immediately prior to the issuance of New Securities giving rise to the Right of Participation.

(c) New Securities. "New Securities" shall mean any Series A Shares, any other shares of the Company designated as "Preferred Shares", Ordinary Shares or other voting shares of the Company, whether now authorized or not, and rights, options or warrants to purchase such Series A Shares, Preferred Shares, Ordinary Shares and securities of any type whatsoever that are, or may become, convertible or exchangeable into such Series A Shares, Preferred Shares, Ordinary Shares or other voting shares, provided, however, that the term "New Securities" shall not include:

(i) up to 1,000,000 Ordinary Shares (and/or options or warrants therefor) issued to employees, officers, directors, contractors, advisors or consultants of the Company pursuant to the Company's employee share option plans approved by the Board);

(ii) any shares of Series A Shares issued under the Purchase Agreement, as such agreement may be amended and any Ordinary Shares issued pursuant to the conversion thereof;

(iii) any securities issued in connection with any share split, share dividend or other similar event in which all Participation Rights Holders are entitled to participate on a pro rata basis;

(iv) any securities issued upon the exercise, conversion or exchange of any outstanding security if such outstanding security constituted a New Security;

(v) any securities issued pursuant to a Qualified Public Offering; or

(vi) any securities issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity; or

(vii) any securities issued to one or more strategic corporate partners upon the terms and conditions agreed by the Investors.

(d) Procedures.

(i) First Participation Notice. In the event that the Company proposes to undertake an issuance of New Securities (in a single transaction or a series of related transactions), it shall give to each Participation Rights Holder written notice of its intention to issue New Securities (the "First Participation Notice"), describing the amount and type of New Securities, the price and the general terms upon which the Company proposes to issue such New Securities. Each Participation Rights Holder shall have fifteen (15) days from the date of receipt of any such First Participation Notice to agree in writing to purchase such Participation Rights Holder's Pro Rata Share of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Participation Rights Holder's Pro Rata Share). If any Participation Rights Holder fails to so agree in writing within such fifteen (15) day period to purchase such Participation Rights Holder's full Pro Rata Share of an offering of New Securities, then such Participation Rights Holder shall forfeit the right hereunder to purchase that part of its Pro Rata Share of such New Securities that it did not agree to purchase.

(ii) Second Participation Notice; Oversubscription. If any Participating Rights Holder fails or declines to exercise its Right of Participation in accordance with subsection (i) above, the Company shall promptly give notice (the "Second Participation Notice") to other Participating Rights Holders who exercised their Right of Participation (the "Right Participants") in accordance with subsection (i) above. Each Right Participant shall have five (5) business days from the date of the Second Participation Notice (the "Second Participation Period") to notify the Company of its desire to purchase more than its Pro Rata Share of the New Securities, stating the number of the additional New Securities it proposes to buy (the "Additional Number"). Such notice may be made by telephone if confirmed in writing within two (2) business days. If, as a result thereof, such oversubscription exceeds the total number of the remaining New Securities available for purchase, each oversubscribing Right Participant will be cut back by the Company with respect to its oversubscription to that number of remaining New Securities equal to the lesser of (x) the Additional Number and (y) the product obtained by multiplying (i) the number of the remaining New Securities available for subscription by (ii) a fraction, the numerator of which is the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such oversubscribing Right Participant and the denominator of which is the total number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by all the oversubscribing Right Participants. Each Right Participant shall be obligated to buy such number of New Securities as determined by the Company pursuant to this Article 8(d) and the Company shall so notify the Right Participants within fifteen (15) business days following the date of the Second Participation Notice.

(e) Failure to Exercise. Upon the expiration of the Second Participation Period, or in the event no Participation Rights Holder exercises the Right of Participation within fifteen (15) days following the issuance of the First Participation Notice, the Company shall have one hundred and twenty (120) days thereafter to sell the New Securities described in the First Participation Notice (with respect to which the Right of Participation hereunder were not exercised) at the same or higher price and upon non-price terms not materially more favourable to the purchasers thereof than specified in the First Participation Notice. In the event that the Company has not issued and sold such New Securities within such one hundred and twenty (120) day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Participation Rights Holders pursuant to this Article 8.

(f) Termination. The Right of Participation for each Participation Rights Holder shall terminate upon a Qualified Public Offering.

(g) Assignment. The rights of the Investors under this Article 8 are fully assignable in connection with a transfer of shares of the Company by the Investors; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the Investors stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of the Shareholders Agreement.

TRANSFER OF SHARES

9. Subject to the restrictions in these Articles and the Schedules 1 and 2 attached hereto as may be applicable, any Member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof. For the sake of clarity, Schedule 2 shall form part of the Articles.

10. No Member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any shares of the Company (save as may be required in pursuance of his obligations under these Articles or the Schedules) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any such things except as permitted by the Schedules. The Directors shall not refuse to register any transfer of a share which is permitted under these Articles save that the Directors may decline to recognise any instrument of transfer if the instrument of transfer is not accompanied by the certificate of the shares to which it relates, or such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors shall in any event refuse to register the transfer of a share which is prohibited by the Schedules.

11. The registration of transfers may be suspended at such time and for such periods as the Directors may from time to time reasonably determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year.

REDEMPTION AND PURCHASE OF SHARES

12. Subject to the provisions of the Statute and the Memorandum of Association and these Articles (including the Schedules), shares may be issued on the terms that they are, or at the option of the Company or the holder are, to be redeemed on such terms and in such manner as the Company, before the issue of the shares, may by Special Resolution determine. The manner of redemption is set forth in Section 5 of Schedule 1 hereto.

13. Subject to the provisions of the Statute and the Memorandum of Association and these Articles, the Company may purchase its own shares (including fractions of a share), including any redeemable shares, provided that the manner of purchase has first been authorised by the Company in general meeting and may make payment therefor, or for any redemption, in any manner authorised by the Statute, including out of capital, provided, however, that the Directors may, without the need for a resolution of the Members, repurchase Ordinary Shares from employees, officers, directors, consultants or other persons performing services for the Company or its subsidiaries pursuant to agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or in the event of any proposed sale or transfer of shares.

VARIATION OF RIGHTS OF SHARES

14. If at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of at least fifty percent (50%) of the issued shares of that class, or with the sanction of a resolution passed at a general meeting of the holders of the shares of that class by at least fifty percent (50%) of the votes cast.

15. The provisions of these Articles relating to general meetings shall apply to every such general meeting of the holders of one class of shares except that the necessary quorum shall be two persons holding or representing by proxy at least fifty percent (50%) of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll, unless there is only one member of such class, in which case such quorum shall be one person.

16. Without prejudice to any Required Preferred Shareholders Resolution, the rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking senior, pari passu or subordinate therewith.

COMMISSION ON SALE OF SHARES

17. The Company may in so far as the Statute from time to time permits pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares of the Company. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

NON-RECOGNITION OF TRUSTS

18. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any share, or any interest in any fractional part of a share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. Notwithstanding the foregoing, (i) a Member may be designated as trustee or as the general partner of a partnership in the register of Members (and such designation may also identify the relevant trust or partnership), but such designation shall be for identification purposes only, and neither the Company nor any transferee of any Shares so held shall be bound to enquire as to the terms of the trust upon which such Shares are held, and may deal with such registered Member as if he was the absolute beneficial owner of such Shares, and (ii) the Company shall be entitled to recognise interests by acknowledging such interests in writing to the holder thereof and may be bound by the terms and conditions contained in any such acknowledgement in accordance with the general law.

CALL ON SHARES

19. The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium or otherwise) and not by the conditions of allotment thereof made payable at fixed terms, provided that no call shall be payable at less than one (1) month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the shares. A call may be revoked or postponed as the Directors may determine. A call may be made payable by instalments.

20. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

21. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

22. If a sum called in respect of a share is not paid before or on a day appointed for payment thereof, the persons from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding ten percent (10%) per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest either wholly or in part.

23. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium or otherwise, shall for the purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which by the terms of issue the same becomes payable, and in the case of non-payment all the relevant provisions of these Articles as to payment of interest forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

24. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls or interest to be paid and the times of payment.

25. (a) The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the monies so advanced may (until the same would but for such advances, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) seven per cent per annum, as may be agreed upon between the Directors and the Member paying such sum in advance.

(b) No such sum paid in advance of calls shall entitle the Member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

FORFEITURE OF SHARES

26. (a) If a Member fails to pay any call or instalment of a call or to make any payment required by the terms of issue on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call, instalment or payment remains unpaid, give notice requiring payment of so much of the call, instalment or payment as is unpaid, together with any interest which may have accrued and all expenses that have been incurred by the Company by reason of such non-payment. Such notice shall name a day (not earlier than the expiration of fourteen (14) days from the date of giving of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time appointed the shares in respect of which such notice was given will be liable to be forfeited.

(b) If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

(c) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

27. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of forfeiture were payable by him to the Company in respect of the shares together with interest thereon, but his liability shall cease if and when the Company shall have received payment in full of all monies whenever payable in respect of the shares.

28. A certificate in writing under the hand of one Director or the Secretary of the Company that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the fact therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

29. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

REGISTRATION OF EMPOWERING INSTRUMENTS

30. The Company shall be entitled to charge a fee not exceeding one dollar (US$l.00) on the registration of every probate, letter of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument.

TRANSMISSION OF SHARES

31. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing herein contained shall release the estate of any such deceased holder from any liability in respect of any shares which had been held by him solely or jointly with other persons or from any obligations under the Shareholders Agreement.

32. (a) Any person becoming entitled to a share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to make such transfer of the share to such other person nominated by him as the deceased or bankrupt person could have made and to have such person registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy as the case may be.

(b) If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

33. A person becoming entitled to a share by reason of the death or bankruptcy or liquidation or dissolution of the holder (or in any other case than by transfer) shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share and subject to the provisions of the Shareholders Agreement, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company PROVIDED HOWEVER that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety (90) days the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION, ALTERATION OF CAPITAL & CHANGE OF LOCATION OF REGISTERED OFFICE

34. (a) Subject to and in so far as permitted by the provisions of the Statute and these Articles (including the Schedules), the Company may from time to time by Special Resolution (and any applicable Required Preferred Shareholder Resolution pursuant to the terms of issue of Series A Shares) alter or amend its Memorandum of Association with respect to any objects, powers or other matters specified therein, subject to the provisions of the Statute and these Articles (including the Schedules), the Company may by Ordinary Resolution:

(i) increase the share capital by such sum to be divided into shares of such amount or without nominal or par value as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

(ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(iii) by subdivision of its existing shares or any of them divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum of Association or into shares without nominal or par value;

(iv) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

(b) Subject to the Statute and the Schedules attached to these Articles, the Company may at any time and from time to time by Special Resolution (and any applicable Required Preferred Shareholder Resolution pursuant to the terms of issue of Series A Shares) alter or amend these Articles in whole or in part.

(c) All new shares created hereunder shall be subject to the same provisions with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.

(d) Without prejudice to Article 12 hereof and subject to the provisions of the Statute, the Company may by Special Resolution (and any applicable Required Preferred Shareholder Resolution pursuant to the terms of issue of Series A Shares) reduce its share capital.

(e) Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its registered office.

CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

35. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, the Directors of the Company may provide that the register of Members shall be closed for transfers for a stated period but not to exceed in any case forty (40) days. If the register of Members shall be so closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members such register shall be so closed for at least ten days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the register of Members.

36. In lieu of or apart from closing the register of Members, the Directors may fix in advance a date as the record date for any such determination of Members entitled to notice of or to vote at a meeting of the Members and for the purpose of determining the Members entitled to receive payment of any dividend the Directors may, at or within ninety (90) days prior to the date of declaration of such dividend fix a subsequent date as the record date for such determination.

37. If the register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

GENERAL MEETING

38. (a) Subject to paragraph (c) hereof, the Company shall within one (1) year of its incorporation and in each year of its existence thereafter hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the registered office on the second Wednesday in December of each year at ten o'clock in the morning.

(b) At these meetings the report of the Directors (if any) shall be presented.

(c) If the Company is exempted as defined in the Statute it may but shall not be obliged to hold an annual general meeting.

39. (a) The Directors may whenever they think fit, and they shall on the requisition of Members of the Company holding at the date of the deposit of the requisition not less than ten percent (10%) of such of the paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, proceed to convene a general meeting of the Company.

(b) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.

(c) If the Directors do not within twenty-one (21) days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three (3) months after the expiration of the said twenty-one (21) days.

(d) A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

NOTICE OF GENERAL MEETINGS

40. At least twenty (20) days' notice shall be given of an annual general meeting or any other general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company PROVIDED that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of Article 39 have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of a general meeting called as an annual general meeting by all the Members entitled to attend and vote thereat or their proxies; and

(b) in the case of any other general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than eighty-five (85) percent in nominal value or in the case of shares without nominal or par value eighty-five (85) percent of the shares in issue, or their proxies.

41. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

42. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; two Members present in person or by proxy (which shall include at least one Investor) shall be a quorum provided always that if the Company has only one Member of record entitled to attend and vote the quorum shall be that one Member present in person or by proxy. Members may participate in a general meeting of the Company by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

43. A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

44. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

45. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.

46. If at any general meeting no Director is willing to act as Chairman or if no Director is present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present shall choose one of their numbers to be Chairman of the meeting.

47. The Chairman may, with the consent of any general meeting duly constituted hereunder, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.

48. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by the Chairman or any other Member present in person or by proxy.

49. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Company's Minute Book containing the Minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

50. The demand for a poll may be withdrawn.

51. Except as provided in Article 53, if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

52. The Chairman of any general meeting shall not be entitled to any second or casting vote.

53. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the general meeting directs and any business other than that upon which a poll has been demanded or is contingent thereon may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS

54. Subject to any rights or restrictions for the time being attached to any class or classes of shares (including as set out in the Schedules), on a show of hands every Member of record present in person or by proxy at a general meeting shall have one (1) vote and on a poll every Member of record present in person or by proxy shall have one (1) vote for each share registered in his name in the register of Members.

55. In the case of joint holders of record the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of Members.

56. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other persons may vote by proxy.

57. No Member shall be entitled to vote at any general meeting unless he is registered as a shareholder of the Company on the record date for such meeting nor unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

58. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at such general meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the general meeting whose decision shall be final and conclusive.

59. On a poll or on a show of hands votes may be given either personally or by proxy.

PROXIES

60. The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, under the hand of an officer or attorney duly authorised in that behalf. A proxy need not be a Member of the Company.

61. The instrument appointing a proxy shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting, or adjourned meeting provided that the Chairman of the Meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex, cable or telecopy confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company.

62. The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

63. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the registered office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

CORPORATE MEMBERS

64. Any corporation which is a member of record of the Company may in accordance with its articles or in the absence of such provision by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual member of record of the Company.

SHARES THAT MAY NOT BE VOTED

65. Shares of its own capital belonging to the Company or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time.

DIRECTORS

66. (a) There shall be a Board of Directors consisting of five (5) persons (exclusive of alternate Directors) and the Members and the Directors shall procure that any vacancy in such number shall be filled as follows: (i) one (1) nominee designated by the Investors, and (ii) the remaining four (4) nominees designated by the Ordinary Shareholders, among whom two (2) nominees shall be designated by the Founder Ordinary Shareholders according to the instruction and approval of the Founders and the remaining two (2) nominees shall be designated by the Other Ordinary Shareholders according to the instruction and approval of the Non-Founders. If the transfer of the Restricted Shares (as defined in Section 1 of Schedule 2 hereto) according to Section 5(d) of Schedule 2 hereto occurs, the Board of Directors shall consist of five (5) persons as follows: (i) one (1) nominee designated by the Investors, (ii) two (2) nominees designated by the Founders or the corresponding persons of the Founders under the caption “Record Holder” as set forth in Schedules B attached to the Shareholders Agreement (as applicable), and (iii) the remaining two (2) nominees designated by the Non-Founders or the corresponding persons of the Non-Founders under the caption “Record Holder” as set forth in Schedules B attached to the Shareholders Agreement (as applicable). All such directors shall hold office until their resignation, death or incapacity or until their respective successors shall have been elected and shall have qualified. Any vacancy shall be filled by the Shareholder(s) entitled to designate such director hereunder, which shall be deemed to have a proxy to exercise the vote or provide the consent of such director until the appointment of such director to the Board. The Company shall provide to such directors the same information concerning the Company and its Subsidiaries, and access thereto, that is provided to other members of the Company’s Board of Directors. The reasonable travel expenses incurred by any such director in attending any such meetings shall be reimbursed by the Company to the extent consistent with the Company’s then existing policy of travel and reimbursement.

(b) The Board shall establish a compensation committee (the "Compensation Committee") to manage the compensation affairs of the Company, including implementing salary and equity guidelines for the Company, approving compensation packages, severance agreements and employment agreements for all senior managers (at the level of vice president or above) as well as administering the Company's employee equity incentive plans. The Compensation Committee shall consist of three Directors, including the Director appointed by the Investors. All acts of the Compensation Committee shall require the approval of a majority of members of the Compensation Committee, which shall include the Director appointed by the Investors.

(c) The board of directors of each of the PRC Companies shall consist of the same directors as that of the Company. The Investors shall ensure that the Investor-appointed directors are qualified to be directors of the PRC Companies under PRC laws.

67. The Company may from time to time by Special Resolution (subject to any applicable Required Preferred Shareholder Resolution) to alter these Articles to increase or reduce the limit in the number of Directors. The first Directors of the Company shall be determined in writing by, or appointed by a resolution of, the subscribers of the Memorandum of Association or a majority of them.

REMUNERATION OF DIRECTORS

68. The remuneration to be paid to the Directors shall be such remuneration as the Directors shall determine. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.

69. The Directors may by resolution award special remuneration to any Director of the Company undertaking any special work or services for, or undertaking any special mission on behalf of, the Company other than his ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

DIRECTORS' INTEREST

70. A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

71. A Director or alternate Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director.

72. No shareholding qualification shall be required for Directors.

73. A Director or alternate Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

74. No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is so interested as aforesaid PROVIDED HOWEVER that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him or the alternate Director appointed by him at or prior to its consideration and any vote thereon.

75. A general notice or disclosure to the Directors or otherwise contained in the minutes of a Meeting or a written resolution of the Directors or any committee thereof that a Director or alternate Director is a shareholder of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure under Article 74 and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

ALTERNATE DIRECTORS

76. Subject to the exception contained in Article 84, a Director who expects to be unable to attend Directors' Meetings because of absence, illness or otherwise may appoint any person to be an alternate Director to act in his stead and such appointee whilst he holds office as an alternate Director shall, in the event of absence therefrom of his appointor, be entitled to attend meetings of the Directors and to vote thereat and to do, in the place and stead of his appointor, any other act or thing which his appointor is permitted or required to do by virtue of his being a Director as if the alternate Director were the appointor, other than appointment of an alternate to himself, and he shall ipso facto vacate office if and when his appointor ceases to be a Director or removes the appointee from office. Any appointment or removal under this Article shall be effected by notice in writing under the hand of the Director making the same.

POWERS AND DUTIES OF DIRECTORS

77. (a) Subject to these Articles (including the Schedules), the business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting, registering and setting up the Company, and may exercise all such powers of the Company as are not, from time to time by the Statute, or by these Articles, or such regulations, being not inconsistent with the aforesaid, as may be prescribed by the Company in general meeting required to be exercised by the Company in general meeting PROVIDED HOWEVER that no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

(b) Notwithstanding the generality of the foregoing, (i) the Directors shall not take any action which requires the prior approval of a Required Preferred Shareholder Resolution, without such prior approval; and (ii) the Directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to the Schedules and the Shareholders Agreement.

78. The Directors may from time to time and at any time by powers of attorney appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorneys as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

79. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.

80. The Directors shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors (including those represented thereat by an alternate or by proxy) present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

81. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

82. Subject to these Articles (including the Schedules), the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

MANAGEMENT

83. Subject to the provisions of the Shareholders Agreement and the Schedules attached to these Articles:

(a) the Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the next four following paragraphs shall be without prejudice to the general powers conferred by this paragraph;

(b) the Directors may appoint such officers as they consider necessary on such terms, at such remuneration as may be determined by the Board of Directors and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer may be removed by resolution of the Directors or Members;

(c) the Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any persons to be members of such committees or local boards or any managers or agents and may fix their remuneration;

(d) the Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorise the members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby; and

(e) any such delegates as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

MANAGING DIRECTORS

84. The Directors may, from time to time, appoint one or more of their body (but not an alternate Director) to the office of Managing Director for such term and at such remuneration (whether by way of salary, or commission, or participation in profits, or partly in one way and partly in another) as they may think fit but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director and no alternate Director appointed by him can act in his stead as a Director or Managing Director.

85. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS

86. Except as otherwise provided by these Articles and the Shareholders Agreement, the Directors shall meet together for the despatch of business, convening, adjourning and otherwise regulating their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes of the Directors and alternate Directors present at a meeting at which there is a quorum, the vote of an alternate Director not being counted if his appointor be present at such meeting. In the case of an equality of votes, the Chairman shall not have any second or casting vote.

87. A Director or an alternate Director, may at any time summon a meeting of the Directors by at least fifteen (15) days' notice in writing to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held and PROVIDED FURTHER if notice is given in person, by cable, telex or telecopy the same shall be deemed to have been given on the day it is delivered to the Directors or transmitting organisation as the case may be.

88. The quorum necessary for the transaction of the business of the Directors shall be three (3) Directors then in office including the Director appointed by the Investors. For the purposes of this Article an alternate Director or proxy appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.

89. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

90. The Directors may elect a Chairman of their Board and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

91. Except as provided for herein, the Directors may delegate any of their powers to committees consisting of such member or members of the Board of Directors (including Alternate Directors in the absence of their appointors) as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

92. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes in a committee meeting the Chairman shall have a second or casting vote.

93. All acts done by any meeting of the Directors or of a committee of Directors (including any person acting as an alternate Director) shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or alternate Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director or alternate Director as the case may be.

94. Members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. A resolution in writing (in one or more counterparts), signed by all the Directors for the time being or all the members of a committee of Directors (an alternate Director being entitled to sign such resolution on behalf of his appointor) shall be as valid and effectual as if it had been passed at a meeting of the Directors or committee as the case may be duly convened and held.

95. (a) A Director may be represented at any meetings of the Board of Directors by a proxy appointed by him in which event the presence or vote of the proxy shall for all purposes be deemed to be that of the Director.

(b) The provisions of Articles 60 to 63 shall mutatis mutandis apply to the appointment of proxies by Directors.

VACATION OF OFFICE OF DIRECTOR

96. The office of a Director shall be vacated:

(a) if he gives notice in writing to the Company that he resigns the office of Director;

(b) if he absents himself (without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the Board of Directors without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office;

(c) if he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

(d) if he is found a lunatic or becomes of unsound mind;

(e) if he is removed from office under the provisions of these Articles.

APPOINTMENT AND REMOVAL OF DIRECTORS

97. Subject to Article 66, the Company may by Ordinary Resolution appoint any person to be a Director or may by Ordinary Resolution remove any Director. Notwithstanding the generality of the foregoing, a Director nominated by the holders of a class or series of shares (other than Ordinary Shares), and any successor thereto, may only be removed by the affirmative vote of a majority of holders of such class or series of shares.

98. Subject to Article 66, the Directors may appoint any person to be a Director, either to fill in a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as a maximum number of Directors.

PRESUMPTION OF ASSENT

99. A Director of the Company who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the Minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

SEAL

100. (a) The Company may, if the Directors so determine, have a Seal which shall, subject to paragraph (c) hereof, only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf and every instrument to which the Seal has been affixed shall be signed by one person who shall be either a Director or the Secretary or Secretary-Treasurer or some person appointed by the Directors for the purpose.

(b) The Company may have a duplicate Seal or Seals each of which shall be a facsimile of the Common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

(c) A Director, Secretary or other officer or representative or attorney may without further authority of the Directors affix the Seal of the Company over his signature alone to any document of the Company required to be authenticated by him under Seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

OFFICERS

101. Subject to the provisions of the Shareholders Agreement, the Company may have a President, a Secretary or Secretary-Treasurer appointed by the Directors who may also from time to time appoint such other officers as they consider necessary, all for such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors from time to time prescribe.

DIVIDENDS, DISTRIBUTIONS AND RESERVE

102. Subject to the Statute, these Articles (including the Schedules) and the Shareholders Agreement, the Directors may from time to time declare dividends (including interim dividends) and distributions on shares of the Company outstanding and authorise payment of the same out of the funds of the Company lawfully available therefor.

103. The Directors may, before declaring any dividends or distributions, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business of the Company.

104. No dividend or distribution shall be payable except out of the profits of the Company, realised or unrealised, or out of the share premium account or as otherwise permitted by the Statute.

105. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends or distributions, if dividends or distributions are to be declared on a class of shares they shall be declared and paid according to the amounts paid or credited as paid on the shares of such class outstanding on the record date for such dividend or distribution as determined in accordance with these Articles but no amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share.

106. The Directors may deduct from any dividend or distribution payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

107. The Directors may declare that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures, or debenture stock of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

108. Any dividend, distribution, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the holder who is first named on the register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the share held by them as joint holders.

109. No dividend or distribution shall bear interest against the Company.

CAPITALISATION

110. The Company may upon the recommendation of the Directors by Ordinary Resolution authorise the Directors to capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend and to apply such sum on their behalf in paying up in full unissued shares for allotment and distribution credited as fully paid up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

BOOKS OF ACCOUNT

111. The Directors shall cause proper books of account to be kept with respect to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place;

(b) all sales and purchases of goods by the Company;

(c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

112. Subject to the Shareholders Agreement, the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

113. The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

AUDIT

114. The Company may at any annual general meeting appoint an Auditor or Auditors of the Company who shall hold office until the next annual general meeting and may fix his or their remuneration.

115. The Directors may before the first annual general meeting appoint an Auditor or Auditors of the Company who shall hold office until the first annual general meeting unless previously removed by an Ordinary Resolution of the Members in general meeting in which case the Members at that meeting may appoint Auditors. The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Directors under this Article may be fixed by the Directors.

116. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.

117. Auditors shall at the next annual general meeting following their appointment and at any other time during their term of office, upon request of the Directors or any general meeting of the Members, make a report on the accounts of the Company in general meeting during their tenure of office.

NOTICES

118. Except as otherwise expressly provided herein or in the Shareholders Agreement, notices or other communications shall be in writing and shall be given by the Company to any Member by telefax, commercial express courier service or personal delivery, addressed to the Member at such Member's address as appears in the register of members of the Company, as of a record date or dates determined in accordance with the Articles and applicable law, as in effect from time to time.

119. All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; when delivered by such courier, if delivered by commercial express courier service; or if faxed, when transmission is confirmed by the sender's fax machine.

120. A notice may be given by the Company to the joint holders of record of a share by giving the notice to the joint holder first named on the register of Members in respect of the share.

121. A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a share or shares in consequence of the death or bankruptcy of a Member by sending it through the post as aforesaid in a pre-paid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

122. Notice of every general meeting shall be given in any manner hereinbefore authorised to:

(a) every person shown as a Member in the register of Members as of the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the register of Members; and

(b) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other person shall be entitled to receive notices of general meetings.

WINDING UP

123. Subject to the rights provided by the terms of issue of Series A Shares, if the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

124. If the Company shall be wound up, and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, subject to the rights provided by the terms of issue of Series A Shares, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

INDEMNITY

125. The Directors and officers for the time being of the Company and any trustee for the time being acting in relation to any of the affairs of the Company and their heirs, executors, administrators and personal representatives respectively shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively and no such Director, officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other Director, officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any banker or other persons with whom any monies or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency of any security upon which any monies of the Company may be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such Director, Officer or trustee.

126. Without prejudice to the generality of the preceding Article, the Company shall indemnify and hold harmless each Director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director of the Company, or is or was a Director of the Company serving at the request of the Company as a director of another company, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

FINANCIAL YEAR

127. Unless the Directors otherwise prescribe, the financial year of the Company shall end on December 31 in each year and shall begin on January 1 in each year.

TRANSFER BY WAY OF CONTINUATION

128. If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be de-registered in the Cayman Islands.

SCHEDULE 1
SERIES A SHARES

The respective rights, privileges and restrictions attaching to the Series A Shares shall be as hereinafter specified in this Schedule 1. Unless otherwise specified, the words "hereof", "hereunder" and "hereto", and words of like import used in this Schedule 1, refer to this Schedule 1.

SECTION 1
DIVIDENDS

The holders of the Series A Shares shall be entitled to receive out of any funds legally available therefor, when and if declared by the Board of Directors of the Company, non-cumulative dividends at the rate of five percent (5%) per annum in preference to any dividend on any other class or series of shares of the Company. No dividend, whether in cash, in property or in shares of the capital of the Company, shall be paid on any other class or series of shares of the Company unless and until a dividend in like amount is first paid in full on the Series A Shares (on an as-converted basis). Holders of the Series A Shares shall also be entitled to receive any non-cash dividends declared by the Board on an as-converted basis.

SECTION 2
CONVERSION

2.1 Conversion Rights. Unless converted earlier pursuant to Section 2.2 below, each holder of Series A Shares shall have the right, at such holder's sole discretion, to convert all or any portion of the Series A Shares into Ordinary Shares at any time. The conversion rate for the Series A Shares shall be determined by dividing the Series A Issue Price for each of the Series A Shares by its conversion price provided that in the event of any share splits, share combinations, share dividends, recapitalisations and similar events, the initial Series A Conversion Price shall be adjusted accordingly.

The conversion price for each of the Series A Shares, subject to adjustments from time to time in accordance with the provisions hereof, is referred hereinafter as "Series A Conversion Price". The initial Series A Conversion Price for each of the Series A Shares shall be its Series A Issue Price.

2.2 Automatic Conversion. The Series A Shares would automatically be converted into Ordinary Shares, at the then applicable Series A Conversion Price, upon (i) the date specified by written consent or agreement of the holders of at least 60% of the Series A Shares then outstanding, or (ii) the closing of a Qualified Public Offering. In the event of the automatic conversion of the Series A Shares upon a Qualified Public Offering as aforesaid, the person(s) entitled to receive the Ordinary Shares issuable upon such conversion of Series A Shares shall not be deemed to have converted such Series A Shares until immediately prior to the closing of such Qualified Public Offering.

2.3 Mechanism of Conversion. No fractional Ordinary Share shall be issued upon conversion of the Series A Shares. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the then effective respective Series A Conversion Price. Before any holder of Series A Shares shall be entitled to convert the same into full Ordinary Shares and to receive certificates therefor, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Series A Shares and shall give written notice to the Company at such office that he elects to convert the same. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Shares a certificate or certificates for the number of Ordinary Shares to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional Ordinary Shares. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Shares to be converted, and the person or persons entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Ordinary Shares on such date. The directors may effect conversion in any matter permitted by law including, without prejudice to the generality of the foregoing, repurchasing or redeeming the relevant Series A Shares and applying the proceeds towards the issue of the relevant number of new Ordinary Shares.

2.4 Reservation of Shares Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued Ordinary Shares solely for the purpose of effecting the conversion of the shares of the Series A Shares such number of its Ordinary Shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Shares, and if at any time the number of authorized but unissued Ordinary shares shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Shares, in addition to such other remedies as shall be available to the holder of such Series A Shares, the Company will take such corporate action as may, in the opinion of its legal counsel, be necessary to increase its authorized but unissued Ordinary Shares to such number of shares as shall be sufficient for such purposes.

2.5 Adjustment of Conversion Price. The Series A Conversion Price shall be subject to adjustment as follows if any of the events listed below occur prior to the conversion of the Series A Shares.

(a) Special Definitions. For purposes of this Section 2.5, the following definitions shall apply:

(i) "Options" mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Ordinary Shares or Convertible Securities.

(ii) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than the Series A Shares and Ordinary Shares) or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares.

(iii) "Additional Ordinary Shares" shall mean all Ordinary Shares (including reissued shares) issued (or, pursuant to Section 2.4(c), deemed to be issued) by the Company after the Series A Original Issue Date, other than:

(A) Ordinary Shares issued upon conversion of the Series A Shares authorized herein;

(B) up to 1,000,000 Ordinary Shares (including any of such shares which are repurchased) issued to officers, directors, employees and consultants of the Company pursuant to shares option or purchase plans approved by the Board and any other Ordinary Shares held by officers, directors, employees, and consultants which are repurchased at cost subsequent to the Series A Original Issue Date;

(C) as a dividend or distribution on Series A Shares or any event for which adjustment is made pursuant to Section 2.6 or 2.7 hereof;

(D) any securities issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity; and

(E) pursuant to a Qualified Public Offering.

(b) No Adjustment to Series A Conversion Price. No adjustment in the Series A Conversion Price shall be made in respect of the issuance of Additional Ordinary Shares unless the consideration per share for an Additional Ordinary Share issued or deemed to be issued by the Company is less than the Series A Conversion Price of such series in effect on the date of and immediately prior to such issuance.

(c) Deemed Issuance of Additional Ordinary Shares. In the event the Company at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number that would result in an adjustment pursuant to clause (ii) below) of Ordinary Shares issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Ordinary Shares issued as of the time of such issuance or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Ordinary Shares shall not be deemed to have been issued unless the consideration per share of such Additional Ordinary Shares would be less than the Series A Conversion Price in effect on the date of and immediately prior to such issuance, or such record date, as the case may be, and provided further that in any such case in which Additional Ordinary Shares are deemed to be issued:

(i) no further adjustment to the Series A Conversion Price shall be made upon the subsequent issuance of Convertible Securities or Ordinary Shares upon the exercise of such options or conversion or exchange of such Convertible Securities;

(ii) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Company, or increase or decrease in the number of Ordinary Shares issuable, upon the exercise, conversion or exchange thereof, the Series A Conversion Price computed upon the original issuance thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(iii) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Series A Conversion Price computed upon the original issuance thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration be recomputed as if:

(A) in the case of Convertible Securities or Options for Ordinary Shares, the only Additional Ordinary Shares issued were Ordinary Shares, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Company for the issuance of all such Options, whether or not exercised, plus the consideration actually received by the Company upon such exercise, or for the issuance of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Company upon such conversion or exchange, and

(B) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issuance of such Options, and the consideration received by the Company for the Additional Ordinary Shares deemed to have been then issued was the consideration actually received by the Company for the issuance of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Company upon the issuance of the Convertible Securities with respect to which such Options were actually exercised;

(iv) no readjustment pursuant to clause (ii) or (iii) above shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price on the original adjustment date, or (ii) the Series A Conversion Price that would have resulted from any issuance of Additional Ordinary Shares between the original adjustment date and such readjustment date; and

(v) in the case of any Options which expire by their terms not more than 30 days after the date of issuance thereof, no adjustment of the Series A Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the manner provided in clause (iii) above.

(d) Issuance of Additional Ordinary Shares below Series A Conversion Price. In the event that the Company shall issue any Additional Ordinary Shares (including those deemed to be issued pursuant to Section 2.4(c)) at a subscription price per Ordinary Share (on an as-converted basis) less than the Series A Conversion Price (as adjusted from time to time) in effect on the date of and immediately prior to such issuance, the Series A Conversion Price shall be reduced, concurrently with such issuance, to the subscription price of such issuance.

2.6 Determination of Consideration. For purposes of this Section 2, the consideration received by the Company for the issuance of any Additional Ordinary Shares shall be computed as follows:

(a) Cash and Property. Except as provided in clause (ii) below, such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company excluding amounts paid or payable for accrued interest for accrued dividends;

(ii) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issuance, as determined in good faith by the Board; provided, however, that no value shall be attributed to any services performed by any employee, officer or director of the Company; and

(iii) in the event Additional Ordinary Shares are issued together with other shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received with respect to such Additional Ordinary Shares, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board.

(b) Options and Convertible Securities. The consideration per share received by the Company for Additional Ordinary Shares deemed to have been issued pursuant to Section 2.4(c), relating to Options and Convertible Securities, shall be determined by dividing

(i) the total amount, if any, received or receivable by the Company as consideration for the issuance of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(ii) the maximum number of Ordinary Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion exchange of such Convertible Securities.

2.7 Adjustments for Share Dividends, Subdivisions, Combinations or Consolidations of Ordinary Shares. In the event the outstanding Ordinary Shares shall be subdivided (by share dividend, share split, or otherwise), into a greater number of Ordinary Shares, the Series A Conversion Prices then in effect shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding Ordinary Shares shall be combined or consolidated, by reclassification or otherwise, into a lesser number of ordinary shares the Series A Conversion Price then in effect shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

2.8 Adjustments for Other Distributions. In the event the Company at any time or from time to time makes, or files a record date for the determination of holders of Ordinary Shares entitled to receive any distribution payable in securities or assets of the Company other than Ordinary Shares, then and in each such event provision shall be made so that the holders of Series A Shares shall receive upon conversion thereof, in addition to the number of Ordinary Shares receivable thereupon, the amount of securities or assets of the Company which they would have received had their Series A Shares been converted into Ordinary Shares on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities or assets receivable by them as aforesaid during such period, subject to all other adjustment called for during such period under this Section 2 with respect to the rights of the holders of the Series A Shares.

2.9 Adjustments for Reclassification, Exchange and Substitution. If the Ordinary Shares issuable upon conversion of the Series A Shares shall be changed into the same or a different number of shares of any other class or classes of shares, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then and in each such event the holder of each share of Series A Shares shall have the right thereafter to convert such share into the kind and amount of shares and other securities and property receivable upon such reorganization or reclassification or other change by holders of the number of Ordinary Shares that would have been subject to receipt by the holders upon conversion of the Series A Shares immediately before that change, all subject to further adjustment as provided herein.

2.10 No Impairment. The Company will not, by the amendment of its Memorandum and Articles of Association or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company but will at all times in good faith assist in the carrying out of all the provisions of Section 2 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Shares against impairment.

2.11 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to Section 2, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Series A Shares, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series A Conversion Price at the time in effect, and (iii) the number of ordinary shares and the amount, if any, of other property which at the time would be received upon the conversion of Series A Shares.

2.12 Miscellaneous.

(i) All calculations under this Section 2 shall be made to the nearest one hundredth (1/100) of a cent or to the nearest one hundredth (1/100) of a share, as the case may be.

(ii) The holders of at least a majority of the outstanding Series A Shares shall have the right to challenge any determination by the Board of fair value pursuant to this Section 2, in which case such determination of fair value shall be made by an independent appraiser selected jointly by the Board and the challenging parties, the cost of such appraisal to be borne equally by the Company and the challenging holders of Series A Shares.

(iii) No adjustment in the Series A Conversion Price need be made if such adjustment would result in a change in such Series A Conversion Price of less than US$0.01. Any adjustment of less than US$0.01 which is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment which, on a cumulative basis, amounts to an adjustment of US$0.01 or more in such Series A Conversion Price.

SECTION 3
STATUS ON CONVERSION OR REDEMPTION

Upon any conversion or redemption of the Series A Shares, the shares so converted or redeemed shall be cancelled and shall not be reissued, and the Company may from time to time take such appropriate action as may be necessary to diminish the authorized number of Series A Shares accordingly.

SECTION 4
VOTING RIGHTS

4.1 Voting. The issued and outstanding Series A Shares shall be voted with the issued and outstanding Ordinary Shares at any annual or extraordinary general meeting of the Company, or the holders of such Series A Shares may act by way of unanimous written resolution in the same manner as holders of the Ordinary Shares, upon the following basis: the holders of any Series A Shares shall be entitled to the number of votes equal to the number of Ordinary Shares into which such Series A Shares could be converted at the record date for determination of the Members entitled to vote on such matters, or, if no such record date is established, at the date such vote is taken or any written consent of Members is solicited, such votes to be counted together with all other shares of the Company having general voting power and not counted separately as a class.

4.2 **Protective Provisions**.

(a) Acts of the Company. In addition to such other limitations as may be provided in the Memorandum and Articles, the following acts of the Company shall require the prior written approval of the holder(s) of at least a majority of the outstanding Series A Shares (the term "Company" means, in each case, the Company itself as well as, in the case of subsections (vi) - (xxii) below, each of the PRC Companies):

(i) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Series A Shares;

(ii) any action to authorize, create or issue shares of any class or series of the Company having preferences superior to or on a parity with the Series A Shares in any aspects including without limitation dividend rights, redemption rights and/or liquidation rights;

(iii) any new issuance of any equity securities of the Company, excluding (i) any issuance of Ordinary Shares upon conversion of the Series A Shares, and (ii) the issuance of up to 1,000,000 Ordinary Shares (or options or warrants therefor) under employee equity incentive plans approved by the Board;

(iv) any action to reclassify any outstanding shares into shares having preferences or priority as to dividends or assets senior to or on a parity with the preference of the Series A Shares;

(v) any increase or decrease of the authorized number of Ordinary Shares or Series A Shares of the Company;

(vi) any repurchase or redemption of any equity securities of the Company other than pursuant to (A) the redemption right of the holders of Series A Shares as provided in the Memorandum and Articles, or (B) contractual rights to repurchase Ordinary Shares from the employees, directors or consultants of the Company upon termination of their employment or services or pursuant to a contractual right of first refusal held by the Company;

(vii) any amendment or waiver of any provision of the Memorandum and Articles of Association or other charter documents in a manner that would alter or change the rights, preferences or privileges of any Series A Share;

(viii) any merger or consolidation of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger or consolidation held shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity;

(ix) the sale, lease, transfer or other disposition of all or substantially all of the Company's assets;

(x) any increase or decrease of the authorized number of the board members of the Company;

(xi) the liquidation, dissolution or winding up of the Company;

(xii) the declaration or payment of a dividend or other distribution on Ordinary Shares or Series A Shares;

(xiii) the extension by the Company of any loan or guarantee for indebtedness in excess of US$100,000 in the aggregate to any third party;

(xiv) any incurrence of indebtedness in excess of US$300,000;

(xv) any purchase by the Company of equity securities of, or any securities convertible into equity securities of, or any operating assets of, any other company in a single transaction or a series of transactions at a purchase price in excess of US$300,000, individually or in the aggregate;

(xvi) any investment by the Company in any marketable securities, including without limitation treasury securities;

(xvii) the appointment and removal of any key officer of the Company, including the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer, or comparable positions;

(xviii) any transaction involving both the Company and a shareholder or any of the Company's employees, officers, directors or shareholders or any affiliate of a shareholder or any of its officers, directors or shareholders;

(xix) appointment and removal of auditors of the Company or any material change in the accounting and financial policies of the Company;

(xx) any increase in compensation of any employee of the Company with monthly salary of at least RMB40,000 by more than fifty percent (50%) in a twelve (12) month period; or

(xxi) any items of capital expenditure outside the annual budget in excess of US$100,000 per month, individually or in the aggregate.

(xxii) adoption of any business plan, projections and annual budget and any amendment thereto.

(b) Acts of the PRC Companies. Without limitation of the foregoing and subject to applicable PRC laws and regulations, the following acts by each of the PRC Companies shall in each case require the prior written approval of the holder(s) of at least a majority of the outstanding Series A Shares:

(i) any amendment to such PRC Company's Articles of Association, or other constitutional document;

(ii) the liquidation, termination or dissolution of such PRC Company;

(iii) any increase of the registered capital of such PRC Company or transfer of any equity or joint venture interest in such PRC Company;

(iv) the sale, lease, transfer or other disposition of all or substantially all of the assets of such PRC Company or any merger or consolidation of such PRC Company with or into any other business entity; or

(v) any issuance of equity securities or equity-like securities of such PRC Company.

4.3 If the Investors considers desirable, the Investors may require that any of the above actions shall be adopted, pursuant to these Articles, at an annual or extraordinary general meeting called for such purpose, or by written resolution in lieu of a meeting, by the affirmative vote of the Shareholders holding at least a majority of the Shares present, in person or by proxy, at such meeting (including the holder(s) of at least two thirds of the outstanding Series A Shares). Such adoption is in lieu of, not in addition to, the approval of the Board of the Company.

SECTION 5
REDEMPTION

The Company shall, as provided below, redeem the Series A Shares.

5.1 At any time after five (5) years from the Series A Original Issue Date (the "Redemption Start Date") and subject to the Statute, at the option of any holder of Series A Shares, the Company shall redeem all, but not less than all, of the Series A Shares held by such holder out of funds legally available therefor, at a redemption price per Series A Share (the "Redemption Price") equal to:

IP x (105%)N , where

IP = Series A Issue Price; and

N = a fraction the numerator of which is the number of calendar days between the Series A Original Issue Date and the Redemption Date (as defined in below) and the denominator of which is 365,

plus all declared but unpaid dividends thereon up to the date of redemption, proportionally adjusted for share subdivisions, share dividends, reorganizations, reclassifications, consolidations or mergers.

5.2 A notice of redemption by such holder of Series A Shares shall be given by hand or by mail to the registered office of the Company at any time on or after the date falling 30 days before the Redemption Start Date stating the date on or after the Series A Redemption Start Date on which the Series A Shares are to be redeemed (the "Redemption Date"), provided, however, that the Redemption Date shall be no earlier than the Redemption Start Date or the date 30 days after such notice of redemption is given, whichever is later. Upon receipt of any such request, the Company shall promptly give written notice of the redemption request to each non-requesting holder of record of Series A Shares stating the existence of such request, the Redemption Price, the Redemption Date and the mechanics of redemption. Each such other holder of Series A Shares shall have the right to participate in the redemption and require the Company to redeem all or part the Series A Shares held by it at the same Redemption Price and on the same Redemption Date, together with the Series A Shares of the initiating holder to be redeemed, by written notice to the Company within fifteen (15) days following the date of the Redemption Notice indicating its election to participate in the redemption and the number of its Series A Shares to be redeemed. In the event that any holder of Series A Shares shall not have participated in the redemption in accordance with the preceding sentence, such holder of Series A Share shall nevertheless have the right to require the Company to redeem all or part of the Series A Shares held by it by initiating a redemption pursuant to this Section 5.

5.3 If on the Redemption Date, the number of Series A Shares that may then be legally redeemed by the Company is less than the number of all Series A Shares to be redeemed, then (i) the number of Series A Shares then redeemed shall be based ratably on all Series A Shares to be redeemed, and (ii) the remaining Series A Shares to be redeemed shall be carried forward and redeemed as soon as the Company has legally available funds to do so.

5.4 Before any holder of Series A Shares shall be entitled for redemption under the provisions of this Section 5, such holder shall surrender his or her certificate or certificates representing such Series A Shares to be redeemed to the Company in the manner and at the place designated by the Company for that purpose, and thereupon the Redemption Price shall be payable to the order of the person whose name appears on such certificate or certificates as the owner of such shares and each such certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be promptly issued representing the unredeemed shares. Unless there has been a default in payment of the applicable Redemption Price, upon cancellation of the certificate representing such Series A Shares to be redeemed, all dividends on such Series A Shares designated for redemption on the Redemption Date shall cease to accrue and all rights of the holders thereof, except the right to receive the Redemption Price thereof (including all accrued and unpaid dividend up to the Redemption Date), without interest, shall cease and terminate and such Series A Shares shall cease to be issued shares of the Company.

5.5 If the Company fails (for whatever reason) to redeem any Series A Shares on its due date for redemption then, as from such date until the date on which the same are redeemed the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution.

SECTION 6
LIQUIDATION, DISSOLUTION OR WINDING UP

6.1 In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series A Shares shall be entitled to receive, prior to any distribution to the holders of the Ordinary Shares or any other class or series of shares, an amount per Series A Share equal to 150% of the Series A Issue Price, in each case the Series A Issue Price as adjusted for share dividends, splits, combinations, recapitalizations or similar events (the "Preference Amount"). After the full liquidation Preference Amount on all outstanding Series A Shares has been paid, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed pro rata among the holders of the Series A Shares (on an as-converted basis) together with the holders of the Ordinary Shares. If the Company has insufficient assets to permit payment of the Preference Amount in full to all holders of Series A Shares, then the assets of the Company shall be distributed ratably to the holders of the Series A Shares in proportion to the Preference Amount each such holder of Series A Shares would otherwise be entitled to receive.

6.2 In the event of (i) a sale, conveyance or disposition of all or substantially all of the assets of the Company or any PRC Company, (ii) an exclusive licensing of substantially all of the intellectual property of the Company or any PRC Company to any third party, or (iii) a consolidation or merger of the Company or any PRC Company with or into any other company or companies in which the existing Members or shareholders of the Company or such PRC Company, as of the Series A Original Issue Date, do not retain a majority of the voting power in the surviving company, the Company shall, to the extent legally entitled to do so, pay the amount received on such sale, disposition, license or consolidation in either the same form of consideration received by the Company or in cash, as the Company may determine, whether such payment is in the form of a dividend or other legally permissible form (the "Compulsory Payment"). The Compulsory Payment will be distributed to the Members of the Company as follows:

(a) to the holders of the Series A Shares, an amount per Series A Share equal to (i) 150% of the Series A Issue Price; or (ii) 100% of the Series A Issue Price, if the total amount of the proceeds received from the above transactions is equal to or more than US$81,250,000, in each case the Series A Issue Price as adjusted for share dividends, splits, combinations, recapitalizations or similar events (the "Compulsory Payment Preference"). If the value of the Compulsory Payment is less than the Compulsory Payment Preference, then the Compulsory Payment shall be distributed pro rata amongst the holders of all outstanding Series A Shares; and

(b) the remainder (after payment in accordance with Section 6.2(a) above), if any, to the holders of Series A Shares and Ordinary Shares on a pro rata basis, based on the number of Ordinary Shares then held by each holder on an as-converted basis.

6.3 Notwithstanding any other provision of this Section 6, the Company may at any time, out of funds legally available therefor, repurchase Ordinary Shares of the Company issued to or held by employees, officers or consultants of the Company or its subsidiaries upon termination of their employment or services, pursuant to any bona fide agreement providing for such right of repurchase, whether or not dividends on the Series A Shares shall have been declared.

6.4 In the event the Company proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Company, the value of the assets to be distributed to the holders of Series A Shares and Ordinary Shares shall be determined in good faith by the liquidator (or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board, which decision shall include the affirmative vote of the director appointed by the Investors). Any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

(a) If traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day ending one (1) day prior to the distribution;

(b) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and

(c) If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the liquidator (or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board).

6.5 The method of valuation of securities subject to restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the liquidator (or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board). The holders of at least a majority of the outstanding Series A Shares shall have the right to challenge any determination by the liquidator or the Board, as the case may be, of fair market value pursuant to this Section 6, in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the liquidator or the Board, as the case may be, and the challenging parties, the cost of such appraisal to be borne by the Company.

SECTION 7
NOTICES

Except as otherwise expressly provided, whenever in this Schedule 1 notices or other communications are required to be made, delivered or otherwise given to holders of the Series A Shares, the notice or other communication shall be made in writing and shall be by telefax, commercial express courier service or personal delivery, addressed to the Persons shown on the books of the Company as such holders at the addresses as they appear in the books of the Company, as of a record date or dates determined in accordance with these Articles and applicable law, as in effect from time to time. All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; when delivered by such courier, if delivered by commercial express courier service; or if faxed, when transmission is confirmed by the sender's fax machine.

SECTION 8
MISCELLANEOUS

8.1 Except as may otherwise be conferred or required by law, the Series A Shares shall not have any designations, preferences, limitations or relative rights other than those specifically set forth in this Schedule 1 (as such may be amended from time to time) and in any other provision of these Articles.

8.2 If any right, preference or limitation of the Series A Shares set forth herein (as amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule or law or public policy, all other rights, preferences and limitations set forth in this Schedule 1 which can be given effect without the invalid, unlawful or unenforceable right, preference or limitation herein set forth shall not be deemed dependant upon any other such right, preference or limitation unless so expressed herein.

8.3 Any registered holder of Series A Shares shall be entitled to an injunction or injunctions to prevent violations of the provisions of these Articles and to enforce specifically the terms and provisions of these Articles in any court of the Cayman Islands or any countries having jurisdiction, this being in addition to any other remedy to which such holder may be entitled at law or in equity. Notwithstanding the foregoing, the observance of any term of these Articles which benefits only the holders of a particular series of Series A Shares may be waived by holders of at least fifty percent (50%) of all issued and outstanding Series A Shares of such series voting as a separate class (either generally or in a particular instance and either retroactively or prospectively).

SCHEDULE 2
PROVISIONS RELATING TO TRANSFER OF SHARES

SECTION 1
DEFINITIONS

For the purposes of this Schedule 2, the following terms shall have the meanings indicated below. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in these Articles or Schedule 1, as the case may be. Unless otherwise specified, the words "hereof", "hereunder" and "hereto", and words of like import used in this Schedule 2, refer to this Schedule 2.

"Ordinary Holders" means the Ordinary Shareholders and their permitted assignees to which their rights under this Schedule 2 have been duly assigned in accordance with the Shareholders Agreement.

"Series A Holder" means the Investors and their permitted assignees to whom their rights under this Schedule 2 have been duly assigned in accordance with the Shareholders Agreement.

"Restricted Shares" means any of the Company's securities now owned or subsequently acquired by an Ordinary Holder.

"transfer" of any Restricted Shares means sale, assignment, transfer, pledge, hypothecation, mortgage, encumbrance or otherwise disposal of, through one or a series of transactions, such Restricted Shares, directly or indirectly.

SECTION 2
SALE OF RESTRICTED SHARES

Subject to Section 6 hereof, if any Ordinary Holder (the "Selling Shareholder") proposes to transfer any Restricted Shares held by it, then the Selling Shareholder shall promptly give written notice (the "Transfer Notice") to the Company, and upon the expiration of the Company First Refusal Period (as defined below), to each Series A Holder prior to such transfer. The Notice shall describe in reasonable detail the proposed transfer including, without limitation, the number of Restricted Shares to be sold or transferred (the "Offered Shares"), the nature of such sale or transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee.

SECTION 3
RIGHT OF FIRST REFUSAL

3.1 The Company's Option. The Company shall have the right, exercisable upon written notice to the Selling Shareholder and each Series A Holder, within thirty (30) days after receipt of the Transfer Notice (the "Company First Refusal Period"), to elect to purchase all or any part of the Offered Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice.

3.2 Series A Holders' Option. If and to the extent the any Offered Shares have not been purchased pursuant to Section 3.1 hereof, each Series A Holder shall have the right, exercisable upon written notice to the Selling Shareholder, the Company and each other Series A Holder, within thirty (30) days following the expiration of the Company First Refusal Period (the "Series A First Refusal Period"), to elect to purchase all or any part of its pro rata share of the remaining Offered Shares equivalent to the product obtained by multiplying the aggregate number of the remaining Offered Shares by a fraction, the numerator of which is the number of Ordinary Shares (calculated on an as-converted basis) held by such Series A Holder at the time of the transaction and the denominator of which is the total number of Ordinary Shares (calculated on an as-converted basis) owned by all the Series A Holders at the time of the transaction, at the same price and subject to the same material terms and conditions as described in the Transfer Notice. To the extent that any Series A Holder does not exercise its right of first refusal to the full extent of its pro rata share of the Offered Shares, the Selling Shareholder and the participating Series A Holders shall, within ten (10) days after the end of the Series A First Refusal Period, make such adjustments to each exercising Series A Holder's pro rata share of the Offered Shares so that any remaining Offered Shares may be allocated to those Series A Holders exercising their rights of first refusal on a pro rata basis.

3.3 Purchase of All Offered Shares. The Company or any Series A Holder shall not have a right to purchase any of the Offered Shares unless it exercises its right of first refusal within the Company First Refusal Period or the Series A First Refusal Period, as the case may be, to purchase up to all, or all of its pro rata share, of the Offered Shares.

3.4 Expiration Notice. Within ten (10) days after expiration of the Series A First Refusal Period the Company will give written notice (the "First Refusal Expiration Notice") to the Selling Shareholder specifying either (i) that all of the Offered Shares was subscribed by the Series A Holders exercising their rights of first refusal or (ii) that the Series A Holders have not subscribed all of the Offered Shares in which case the First Refusal Expiration Notice will specify the Co-Sale Pro-Rata Portion (as defined below) of the remaining Offered Shares for the purpose of their co-sale rights described in Section 4 hereof.

3.5 Purchase Price. The purchase price for the Offered Shares to be purchased by the Company or the Series A Holders exercising their right of first refusal will be the price set forth in the Transfer Notice, but will be payable as set forth in this Section 3.5. If the purchase price in the Transfer Notice includes consideration other than cash, the cash equivalent value of the non-cash consideration will be determined by the Board in good faith, which determination will be binding upon the Company, the Series A Holders, and the Selling Shareholder, absent fraud or error.

3.6 Payment. Payment of the purchase price for the Offered Shares purchased by the Company or the Series A Holders shall be made within ten (10) days following the date of the First Refusal Expiration Notice. Payment of the purchase price will be made by wire transfer or check as directed by the Selling Shareholder.

3.7 Rights of a Selling Shareholder. If the Company or any Series A Holder exercises its right of first refusal to purchase the Offered Shares, then, upon the date the notice of such exercise is given by the Company or such Series A Holder, as the case may be, the Selling Shareholder will have no further rights as a holder of such Offered Shares except the right to receive payment for such Offered Shares from the Company or such Series A Holder in accordance with the terms of the Shareholders Agreement, and the Selling Shareholder will forthwith cause all certificate(s) evidencing such Offered Shares to be surrendered to the Company for transfer to the Company or such Series A Holder.

3.8 Application of Co-Sale Rights. If the Company or the Series A Holders have not elected to purchase all of the Offered Shares, then the sale of the remaining Offered Shares will become subject to the co-sale rights set forth in Section 4 hereof.

SECTION 4
CO-SALE RIGHT

To the extent that the Company and Series A Holders have not exercised right of first refusal with respect to any or all the Offered Shares, then each Series A Holder shall have the right, exercisable upon written notice to the Selling Shareholder, the Company and each other Series A Holder (the "Co-Sale Notice") within twenty (20) days after receipt of the First Refusal Expiration Notice (the "Co-Sale Right Period"), to participate in such sale of the Offered Shares on the same terms and conditions as set forth in the Transfer Notice. The Co-Sale Notice shall set forth the number of Company securities (on both an absolute and as-converted to Ordinary Shares basis) that such participating Series A Holder wishes to include in such sale or transfer, which amount shall not exceed the Co-Sale Pro Rata Portion (as defined below) of such Series A Holder. To the extent one or more of the Series A Holders exercise such right of participation in accordance with the terms and conditions set forth below, the number of Offered Shares that the Selling Shareholder may sell in the transaction shall be correspondingly reduced. The co-sale right of each Series A Holder shall be subject to the following terms and conditions:

4.1 Co-Sale Pro Rata Portion. Each Series A Holder may sell all or any part of that number of Ordinary Shares held by it that is equal to the product obtained by multiplying (x) the aggregate number of the Offered Shares subject to the co-sale right hereunder by (y) a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) owned by the Series A Holder at the time of the sale or transfer and the denominator of which is the total combined number of Ordinary Shares (on an as-converted basis) at the time owned by all Series A Holders and the Selling Shareholder ("Co-Sale Pro Rata Portion"). To the extent that any Series A Holder does not participate in the sale to the full extent of its Co-Sale Pro Rata Portion, the Selling Shareholder and the participating Series A Holders shall, within five (5) days after the end of such Co-Sale Right Period, make such adjustments to the Co-Sale Pro Rata Portion of each participating Series A Holder so that any remaining Offered Shares may be allocated to other participating Series A Holders on a pro rata basis.

4.2 Transferred Shares. Each participating Series A Holder shall effect its participation in the sale by promptly delivering to the Selling Shareholder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, which represent:

(i) the number of Ordinary Shares which such Series A Holder elects to sell;

(ii) that number of Series A Shares which is at such time convertible into the number of Ordinary Shares that such Series A Holder elects to sell; provided in such case that, if the prospective purchaser objects to the delivery of Series A Shares in lieu of Ordinary Shares, such Series A Holder shall convert such Series A Shares into Ordinary Shares and deliver Ordinary Shares as provided in Subsection 4.2(i) hereof. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the purchaser; or

(iii) or a combination of the above.

4.3 Payment to Series A Holders. The share certificate or certificates that the participating Series A Holder delivers to the Selling Shareholder pursuant to Section 4.2 hereof shall be transferred to the prospective purchaser in consummation of the sale of the Offered Shares pursuant to the terms and conditions specified in the Transfer Notice, and the Selling Shareholder shall concurrently therewith remit to such Series A Holder that portion of the sale proceeds to which such Series A Holder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase any shares or other securities from a Series A Holder exercising its co-sale right hereunder, the Selling Shareholder shall not sell to such prospective purchaser or purchasers any Offered Shares unless and until, simultaneously with such sale, the Selling Shareholder shall purchase such shares or other securities from such Series A Holder.

4.4 Right to Transfer. To the extent the Series A Holders do not elect to purchase, or to participate in the sale of, the Offered Shares subject to the Transfer Notice, the Selling Shareholder may, not later than one hundred and twenty (120) days following delivery to the Company and each of the Series A Holders of the Transfer Notice, conclude a transfer of the Offered Shares covered by the Transfer Notice and not elected to be purchased by the Series A Holders, which in each case shall be on substantially the same terms and conditions as those described in the Transfer Notice. Any proposed transfer on terms and conditions which are materially different from those described in the Transfer Notice, as well as any subsequent proposed transfer of any Offered Shares by the Selling Shareholder, shall again be subject to the right of first refusal of the First Refusal Right Holders and the co-sale right of the Series A Holders and shall require compliance by the Selling Shareholder with the procedures described in Section 3 and Section 4 hereof.

SECTION 5
EXEMPT TRANSFERS

Notwithstanding anything to the contrary contained herein, the right of first refusal and co-sale rights of the Company and/or the Series A Holders shall not apply to (a) any sale or transfer of Restricted Shares to the Company pursuant to a repurchase right or right of first refusal held by the Company in the event of a termination of employment or consulting relationship; (b) the transfer of 1,350,000 Ordinary Shares indirectly held by Mr. HE Boquan to Ms. CHANG Chia-Yue according to Section 5.10(c) of the Purchase Agreement; (c) any transfer to the parents, children or spouse, or to trusts for the benefit of such persons, of any Ordinary Holder by such Ordinary Holder for bona fide estate planning purposes; (d) any transfer of Restricted Shares from any Ordinary Holder to the corresponding persons under the caption "Indirect Holder" or "Ultimate Holder" as set forth in Schedules B attached to the Shareholders Agreement, in each case not exceeding the number of Restricted Shares set forth opposite the name of such persons and under the caption "Number of Shares" in Schedules B attached to the Shareholders Agreement (subject to adjustment for share splits, share dividends, share combinations, reclassifications or similar events); or (e) any transfer of Ordinary Shares by any Ordinary Holder to any subsidiary whose voting equity securities are 100% owned by such Ordinary Holder, a parent company owning, directly or indirectly, 100% of the voting equity securities or equity interest in such Ordinary Holder, or a subsidiary (directly or indirectly) whose voting equity securities are 100% owned by such parent company (each transferee pursuant to the foregoing clauses (a) - (d), a "Permitted Transferee"); provided that adequate documentation therefor is provided to the Investors to its satisfaction and that any such Permitted Transferee agrees in writing to be bound by the Shareholders Agreement in place of the relevant transferor; provided, further, that such transferor shall remain liable for any breach by such Permitted Transferee of any provision hereunder.

SECTION 6
PROHIBITED TRANSFERS

6.1 Except for transfers by the Ordinary Holders to Permitted Transferees as provided in Section 5 hereof, none of the Ordinary Holders or the Permitted Transferees shall, without the prior written consent of holders of a majority of the Ordinary Shares held by the Investors and their permitted transferees (on an as-converted basis), transfer any Company securities now held by him/her to any person in violation of this Schedule 2.

6.2 Any attempt by a party to transfer Ordinary Shares in violation of this Schedule 2 shall be void and the Company hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such shares without the written consent of holders of a majority of the Ordinary Shares held by the Investors and their permitted transferees (on an as-converted basis).

SECTION 7
LEGEND

7.1 Each certificate representing the Restricted Shares shall be endorsed with the following legend:

"THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN A SHAREHOLDERS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

7.2 Each party agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares represented by certificates bearing the legend referred to in Section 7.1 hereof to enforce the provisions of this Schedule 2 and the Company agrees to promptly do so. The legend shall be removed upon termination of the provisions of this Schedule 2.

SECTION 8
RESTRICTION ON INDIRECT TRANSFERS

Notwithstanding anything to the contrary contained herein, without the prior written approval of holders of at least a majority of the Series A Shares:

8.1 Each of the Founders and the Non-Founders shall not, and shall not cause or permit any other person to, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose through one or a series of transactions any equity interest held or controlled by him/her in the Domco, as the case may be, to any person. Any transfer in violation of this Section 8.1 shall be void and the Domco hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such equity interest without the prior written approval of the holders of at least a majority of the Series A Shares.

8.2 The Domco shall not, and each of the Founders and the Non-Founders shall not cause the Domco to, issue to any person any equity securities of the Domco, as the case may be, or any options or warrants for, or any other securities exchangeable for or convertible into, such equity securities of the Domco, as the case may be.

SECTION 9
DRAG-ALONG RIGHT

If at any time after the date of the Shareholders Agreement there shall be a bona fide offer from a third party to effect a Trade Sale (as defined below), and if so requested by written notice from the holders of at least a majority of the outstanding Series A Shares, each of the Founders, the Non-Founders, the Founder Ordinary Shareholders, the Other Ordinary Shareholders, the Investors and their respective assignees shall consent to, enter into any agreement in connection with, and participate in, and use their best efforts to cause all other shareholders of the Company to consent to, enter into any agreement in connection with, any participate in, such Trade Sale; provided that (i) the holders of at least a majority of the Series A Shares have approved the terms and conditions of such Trade Sale and has committed to participate in such Trade Sale, and (ii) the implied valuation of the Company pursuant to such Trade Sale is at least US$112,000,000; provided further that, the written consent from the Ordinary Shareholders shall be obtained, if (i) the offering party primarily engages in the Principal Business (as defined in the Purchase Agreement), or (ii) the offering party is a non-listed portfolio company of the Investors. For purpose of this Schedule 2, "Trade Sale" means either (i) a merger, consolidation or other business combination of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger, consolidation or business combination hold shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity, or (ii) the sale, lease, transfer or other disposition of all or substantially all of the Company's assets.

SECTION 10
MISCELLANEOUS

10.1 Term. The provisions under this Schedule 2 shall terminate upon the earlier to occur of (i) a Qualified Public Offering or (ii) a Trade Sale.

10.2 Assignment. The rights of the Investors under this Schedule 2 (except for Section 9 hereof) are fully assignable in connection with a transfer of shares of the Company by the Investors; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the Investors stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of the Shareholders Agreement.

Exhibit 4.4

Execution Copy

AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

by and among

NOAH HOLDINGS LIMITED

SHANGHAI NOAH RONGYAO INVESTMENT CONSULTING CO., LTD.
(上海诺亚荣耀投资顾问有限公司)

SHANGHAI NOAH INVESTMENT MANAGEMENT CO., LTD.
(上海诺亚投资管理有限公司)

Founder Ordinary Shareholders

Other Ordinary Shareholders

Founders

Non-Founders

and

Investors

dated as of June 30, 2010

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AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

THIS AMENDED AND RESTATED SHAREHOLDERS AGREEMENT (this "**Agreement**") is made and entered into as of June 30, 2010 by and among NOAH HOLDINGS LIMITED, an exempted company with limited liability organized and existing under the laws of the Cayman Islands (company registration no. CF-190307) (the "**Company**"); SHANGHAI NOAH RONGYAO INVESTMENT CONSULTING CO., LTD (上海诺亚荣耀投资顾问有限公司, formerly SHANGHAI FUZHOU INVESTMENT CONSULTING CO., LTD. or 上海富舟投资顾问有限公司), a wholly foreign-owned enterprise established and existing under the laws of the People's Republic of China (the "**PRC**") (the "**PRC Subsidiary**"); SHANGHAI NOAH INVESTMENT MANAGEMENT CO., LTD. (上海诺亚投资管理有限公司), a limited liability company organized and existing under the laws of the PRC (the "**Domco**"); each of the persons listed in Part 1 of Schedule A hereto (collectively, the "**Founder Ordinary Shareholders**" and each, a "**Founder Ordinary Shareholder**"); each of the persons listed in Part 2 of Schedule A hereto (collectively, the "**Other Ordinary Shareholders**" and each, an "**Other Ordinary Shareholder**"); each of the individuals listed in Part 3 of Schedule A (collectively, the "**Founders**" and each, a "**Founder**"); each of the individuals listed in Part 4 of Schedule A (collectively, the "**Non-Founders**" and each, a "**Non-Founder**"); and each of the persons listed in Part 5 of Schedule A hereto (collectively, the "**Investors**", each, an "**Investor**").

RECITALS

A. The parties hereto and NOAH INVESTMENT MANAGEMENT CO., LTD., (the "**Original Ordinary Shareholder**") are parties to a shareholders agreement dated September 3, 2007, as amended through an amendment agreement dated January 5, 2008 (the "**2007 Shareholders Agreement**").

B. The original ordinary shareholder transferred its 17,100,000 ordinary shares of the Company to the Founder Ordinary Shareholders and the Other Ordinary Shareholders (together with the Founder Ordinary Shareholders, the "**Ordinary Shareholders**") and ceased to be a shareholder of the Company in January 2008.

C. The parties to the 2007 Shareholders Agreement wish to enter into this agreement to supersede the 2007 Shareholders Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INFORMATION RIGHTS; BOARD REPRESENTATION

1.1 Information and Inspection Rights.

(a) Information Rights. The Company covenants and agrees that, commencing on the date of this Agreement, for so long as any Series A Shares are outstanding, the Company will deliver to each holder of Series A Shares:

(i) audited annual consolidated financial statements, within ninety (90) days after the end of each fiscal year, prepared in accordance with the U.S. generally accepted accounting principles (the "**US GAAP**") and audited by a "Big 4" accounting firm mutually agreed upon by the Company and the Investors;

(ii) unaudited monthly consolidated financial statements, within twenty-one (21) days of the end of each month which shall indicate variances from the annual budget of the Company with respect to key line items;

(iii) an annual consolidated budget for the following fiscal year, within thirty (30) days prior to the end of each fiscal year;

(iv) copies of all documents or other information sent to any shareholder; and

(v) upon the written request by the Investors, such other information as the Investors shall reasonably request (the above rights, collectively, the "**Information Rights**"). All financial statements to be provided to the Investors pursuant to this Section 1.1(a) shall include an income statement, a balance sheet and a cash flow statement for the relevant period and shall be prepared in conformance with the US GAAP except for item (ii) above, which shall be prepared in accordance with the PRC generally acceptable accounting principles.

(b) Inspection Rights. The Company further covenants and agrees that, commencing on the date of this Agreement, for so long as any Series A Shares are outstanding, each holder of Series A Shares shall have (i) the right to inspect facilities, records and books of the Company and any of its subsidiaries (including the PRC Companies) at any time during regular working hours on reasonable prior notice to the Company, and (ii) the right to discuss the business, operations and conditions of the Company and any of its subsidiaries (including the PRC Companies) with its directors, officers, employees, accountants, legal counsel and investment bankers (the "**Inspection Rights**"). The Inspection Rights shall be exercised in a manner so as not to unreasonably interfere with the normal business operations of the Company and PRC Companies. For the purpose of this Agreement, the "**PRC Companies**" shall include the PRC Subsidiary, the Domco, Beijing Noah Wealth Investment Consulting Co., Ltd. (北京诺亚财富投资咨询有限公司).

(c) Termination of Rights. The Information Rights and Inspection Rights shall terminate upon consummation of a firm underwritten public offering of the ordinary shares, par value US$0.0005 per share, of the Company ("**Ordinary Shares**") in the United States, that has been registered under the United States Securities Act of 1933, as amended from time to time, including any successor statutes (the "**Securities Act**"), with gross proceeds to the Company in excess of US$50,000,000 (prior to underwriters' discounts and commissions) and an implied valuation of the Company prior to such offering of at least US$300,000,000, or in a similar public offering of the Ordinary Shares of the Company in another jurisdiction which results in the Ordinary Shares trading publicly on a recognized regional or national securities exchange; provided that such offering satisfies the foregoing gross proceeds and valuation requirements (a "**Qualified Public Offering**").

1.2 Board of Directors.

(a) Board Representation. The Company's Memorandum and Articles of Association (the "**Memorandum and Articles**") shall provide that the Company's Board of Directors (the "**Board**") shall consist of five (5) members, which number of members shall not be changed except pursuant to an amendment to the Memorandum and Articles. The Investors shall be entitled to appoint and remove one (1) director, and the Ordinary Shareholders shall be entitled to appoint and remove the remaining four (4) directors, among whom two (2) directors shall be appointed and removed by the Founder Ordinary Shareholders according to the instruction and approval of the Founders and the remaining two (2) directors shall be appointed and removed by the Other Ordinary Shareholders according to the instruction and approval of the Non-Founders. If the transfer of the Restricted Shares (as defined below) according to Section 4.5(d) occurs, the Investors shall be entitled to appoint and remove one (1) director, the Founders or the corresponding persons of the Founders under the caption "Record Holder" as set forth in Schedule B hereto (as applicable) shall be entitled to appoint and remove two (2) directors and the Non-Founders or the corresponding persons of the Non-Founders under the caption "Record Holder" as set forth in Schedule B hereto (as applicable) shall be entitled to appoint and remove the remaining two (2) directors.

(b) Committees of the Board. The Board shall establish a compensation committee (the "**Compensation Committee**") to manage the compensation affairs of the Company, including implementing salary and equity guidelines for the Company, approving compensation packages, severance agreements and employment agreements for all senior managers (at the level of vice president or above) as well as administering the Company's employee equity incentive plans. The Compensation Committee shall consist of three directors, including at least one (1) director appointed by the Investors. All acts of the Compensation Committee shall require the approval of a majority of members of the Compensation Committee, which shall include the director appointed by the Investors.

(c) PRC Companies. The board of directors of each of the PRC Companies shall consist of the same directors as that of the Company. The Investors shall ensure that the Investor-appointed directors are qualified to be directors of the PRC Companies under PRC laws.

(d) Costs and Expenses. The Company shall bear the reasonable cost associated with a director attending the meetings of the Board or of any committee of the Board, including all travel, lodging and meal expenses.

2. REGISTRATION RIGHTS

2.1 Applicability of Rights. The holders of Series A Shares shall be entitled to the following rights with respect to any potential public offering of the Company's Ordinary Shares in the United States and shall be entitled to reasonably analogous or equivalent rights with respect to any other offering of the Company's securities in any other jurisdiction in which the Company undertakes to publicly offer or list such securities for trading on a recognized securities exchange.

2.2 Definitions. For purposes of this Section 2:

(a) Registration. The terms "**register**", "**registered**", and "**registration**" refer to a registration effected by preparing and filing a registration statement which is in a form which complies with, and is declared effective by the SEC (as defined below) in accordance with, the Securities Act.

(b) Registrable Securities. The term "**Registrable Securities**" shall mean: (1) any Ordinary Shares of the Company issued or to be issued pursuant to conversion of any shares of Series A Shares issued (A) under the Purchase Agreement, and (B) pursuant to the Right of Participation (defined in Section 3 hereof), (2) any Ordinary Shares of the Company issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of, any Series A Shares described in clause (1) of this subsection (b), and (3) any other Ordinary Shares of the Company owned or hereafter acquired by a holder of Series A Shares. Notwithstanding the foregoing, "**Registrable Securities**" shall exclude any Registrable Securities sold by a person in a transaction in which rights under this Section 2 are not assigned in accordance with this Agreement, and any Registrable Securities which are sold in a registered public offering under the Securities Act or analogous statute of another jurisdiction, or sold pursuant to Rule 144 promulgated under the Securities Act or analogous rule of another jurisdiction.

(c) Registrable Securities Then Outstanding. The number of shares of "**Registrable Securities then outstanding**" shall mean the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding, issuable upon conversion of Series A Shares then issued and outstanding or issuable upon conversion or exercise of any warrant, right or other security then outstanding.

(d) Holder. For purposes of this Section 2, the term "**Holder**" shall mean any person owning or having the rights to acquire Registrable Securities or any permitted assignee of record of such Registrable Securities to whom rights under this Section 2 have been duly assigned in accordance with this Agreement.

(e) Form F-3. The term "**Form F-3**" shall mean such respective form under the Securities Act as is in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(f) SEC. The term "**SEC**" or "**Commission**" shall mean the U.S. Securities and Exchange Commission.

(g) Registration Expenses. The term "**Registration Expenses**" shall mean all expenses incurred by the Company in complying with Sections 2.3, 2.4 and 2.5 hereof, including, without limitation, all registration and filing fees, printing expenses, fees, and disbursements of counsel for the Company, reasonable fees and disbursements of counsel for the Holders, Blue Sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(h) Selling Expenses. The term "**Selling Expenses**" shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to Sections 2.3, 2.4 and 2.5 hereof.

(i) Exchange Act. The term "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and any successor statute.

(j) For purposes of this Agreement, reference to registration of securities under the Securities Act and the Exchange Act shall be deemed to mean the equivalent registration in a jurisdiction other than the United States as designated by such Holders, it being understood and agreed that in each such case all references in this Agreement to the Securities Act, the Exchange Act and rules, forms of registration statements and registration of securities thereunder, U.S. law and the SEC, shall be deemed to refer, to the equivalent statutes, rules, forms of registration statements, registration of securities and laws of and equivalent government authority in the applicable non-U.S. jurisdiction.

2.3. Demand Registration.

(a) Request by Holders. If the Company shall, at any time after the earlier of (i) June 30, 2007 or (ii) one (1) year following a Qualified Public Offering, receive a written request from the Holders of at least fifty percent (50%) of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act covering the registration of no less than twenty percent (20%) of such Holders' Registrable Securities pursuant to this Section 2.3 (or a lesser percentage if the anticipated gross proceeds from the offering shall exceed US$5,000,000), then the Company shall, within ten (10) business days of the receipt of such written request, give written notice of such request ("**Request Notice**") to all Holders, and use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all Registrable Securities that the Holders request to be registered and included in such registration by written notice given by such Holders to the Company within twenty (20) days after receipt of the Request Notice, subject only to the limitations of this Section 2.3; provided that the Company shall not be obligated to effect any such registration if the Company has, within the six (6) month period preceding the date of such request, already effected a registration under the Securities Act pursuant to this Section 2.3 or Section 2.5 or in which the Holders had an opportunity to participate pursuant to the provisions of Section 2.4, other than a registration from which the Registrable Securities of the Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration) pursuant to the provisions of Section 2.4(a).

(b) Underwriting. If the Holders initiating the registration request under this Section 2.3 (the "**Initiating Holders**") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 2.3 and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 2.3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the Initiating Holders); provided, however, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration including, without limitation, all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company or any subsidiary of the Company; provided further, that at least twenty-five percent (25%) of shares of Registrable Securities requested by the Holders to be included in such underwriting and registration shall be so included. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Maximum Number of Demand Registrations. The Company shall not be obligated to effect more than two (2) such demand registrations pursuant to this Section 2.3.

(d) Deferral. Notwithstanding the foregoing, if the Company shall furnish to Holders requesting registration pursuant to this Section 2.3, a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period; provided further, that the Company shall not register any other of its shares during such twelve (12) month period. A demand right shall not be deemed to have been exercised until such deferred registration shall have been effected.

(e) Other Securities Laws in Demand Registration. In the event of any registration pursuant to this Section 2.3, the Company shall register and qualify the securities covered by the registration statement under the securities laws of any other jurisdictions outside of the United States or in Hong Kong or elsewhere as shall be appropriate for the distribution of the securities; provided, however, that (a) the Company shall not be required to do business or to file a general consent to service of process in any such state or jurisdiction, and (b) notwithstanding anything in this Agreement to the contrary, in the event any jurisdiction in which the securities shall be qualified imposes a non-waivable requirement that expenses incurred in connection with the qualification of the securities be borne by selling shareholders, the expenses shall be payable pro rata by the selling shareholders.

2.4 Piggyback Registrations. (a) The Company shall notify all Holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any registration under Section 2.3 or Section 2.5 of this Agreement or to any employee benefit plan or a corporate reorganization or other Rule 145 transaction, an offer and sale of debt securities, or a registration on any registration form that does not permit secondary sales), and shall afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall within twenty (20) days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein. No Holder of Registrable Securities shall be granted piggyback registration rights superior to those of the Holders of the Series A Shares without the consent in writing of the Holders of at least fifty percent (50%) of the Series A Shares or Ordinary Shares issued upon conversion of the Series A Shares or a combination of such Series A Shares and Ordinary Shares.

(b) Underwriting. If a registration statement under which the Company gives notice under this Section 2.4 is for an underwritten offering, then the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 2.4 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement but subject to Section 2.12, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of shares of Registrable Securities then held by each such Holder, and third, to holders of other securities of the Company; provided, however, that the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) the number of Registrable Securities included in any such registration is not reduced below twenty-five percent (25%) of the aggregate number of shares of Registrable Securities for which inclusion has been requested; and (ii) all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded unless otherwise approved by the majority of the Holders of the Registrable Securities in writing. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Not Demand Registration. Registration pursuant to this Section 2.4 shall not be deemed to be a demand registration as described in Section 2.3 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 2.4.

2.5 Form F-3 Registration. In case the Company shall receive from any Holder or Holders of a majority of all Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form F-3 (or an equivalent registration in a jurisdiction outside of the United States) and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will:

(a) Notice. Promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of Registrable Securities; and

(b) Registration. As soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by Section 2.5(a); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.5:

(1) if Form F-3 is not available for such offering by the Holders;

(2) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than US$500,000;

(3) if the Company shall furnish to the Holders a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its shareholders for such Form F-3 Registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 registration statement no more than once during any twelve (12) month period for a period of not more than sixty (60) days after receipt of the request of the Holder or Holders under this Section 2.5; provided that the Company shall not register any of its other shares during such sixty (60) day period.

(4) if the Company has, within the six (6) month period preceding the date of such request, already effected a registration under the Securities Act other than a registration from which the Registrable Securities of Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration) pursuant to the provisions of Sections 2.3(b) and 2.4(b); or

(5) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(c) Not Demand Registration. Form F-3 registrations shall not be deemed to be demand registrations as described in Section 2.3 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 2.5; provided that the Company shall not be required to file more than two (2) Form F-3 registration statements in any twelve (12) month period.

(d) Underwriting. If the Holders of Registrable Securities requesting registration under this Section 2.5 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Section 2.3(b) shall apply to such registration.

2.6 Expenses. All Registration Expenses incurred in connection with any registration pursuant to Sections 2.3, 2.4 or 2.5 (but excluding Selling Expenses and expenses for the special counsel of the selling Holders) shall be borne by the Company; provided that if the expenses of any audits required in connection with a demand registration as described in Section 2.3 exceed an aggregate amount of US$25,000, the portion in excess of such US$25,000 limit shall be borne by the selling Holders on a pro rata basis. Each Holder participating in a registration pursuant to Sections 2.3, 2.4 or 2.5 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all Selling Expenses or other amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 2.3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered, unless the Holders of a majority of the Registrable Securities then outstanding agree that such registration constitutes the use by the Holders of one (1) demand registration pursuant to Section 2.3 (in which case such registration shall also constitute the use by all Holders of Registrable Securities of one (1) such demand registration); provided further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change, then the Holders shall not be required to pay any of such expenses and such registration shall not constitute the use of a demand registration pursuant to Section 2.3.

2.7 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to ninety (90) days or, in the case of Registrable Securities registered under Form F-3 in accordance with Rule 415 under the Securities Act or a successor rule, for a period of up to sixty (60) days; provided, however, that (i) such ninety (90) day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s), and (ii) in the case of any registration of Registrable Securities on Form F-3 which are intended to be offered on a continuous or delayed basis, such sixty (60) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Prospectuses. Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering.

(f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (i) the issuance of any stop order by the SEC in respect of such registration statement, or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and (ii) letters dated as of (x) the effective date of the registration statement covering such Registrable Securities and (y) the closing date of the offering from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any.

2.8 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 2.3, 2.4 or 2.5 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to timely effect the Registration of their Registrable Securities.

2.9 Indemnification. In the event any Registrable Securities are included in a registration statement under Sections 2.3, 2.4 or 2.5:

(a) By the Company. To the extent permitted by law, the Company will indemnify and hold harmless each Holder, its partners, officers, directors, legal counsel, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, or other United States federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any United States federal or state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any United States federal or state securities law in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, its partner, officer, director, legal counsel, underwriter or controlling person for any legal or other expenses reasonably incurred by them, as incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 2.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, or any partner, officer, director, legal counsel, underwriter or controlling person of such Holder.

(b) By Selling Holders. To the extent permitted by law, each selling Holder will, if Registrable Securities held by Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers, legal counsel or any person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling person, underwriter or other such Holder, partner or director, officer or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, partner, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 2.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided, further, that in no event shall any indemnity under this Section 2.9(b) exceed the net proceeds received by such Holder in the registered offering out of which the applicable Violation arises.

(c) Notice. Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 2.9 to the extent the indemnifying party is prejudiced as a result thereof, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.

(d) Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party makes a claim for indemnification pursuant to this Section 2.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 2.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any indemnified party in circumstances for which indemnification is provided under this Section 2.9; then, and in each such case, the indemnified party and the indemnifying party will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that a Holder (together with its related persons) is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by and sold under the registration statement bears to the public offering price of all securities offered by and sold under such registration statement, and the Company and other selling Holders are responsible for the remaining portion. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case: (A) no Holder will be required to contribute any amount in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(e) Survival; Consents to Judgments and Settlements. The obligations of the Company and Holders under this Section 2.9 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

2.10. Termination of the Company's Obligations. The Company's obligations under Sections 2.3, 2.4 and 2.5 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to Sections 2.3, 2.4 or 2.5 shall terminate on the earlier of (i) the seventh (7th) anniversary of a Qualified Public Offering of the Company, or (ii) the date on which the Holders hold less than one percent (1%) of the total outstanding share capital of the Company on a fully diluted basis.

2.11 No Registration Rights to Third Parties. Without the prior written consent of the Holders of a majority in interest of the Registrable Securities then outstanding, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 registration rights described in this Section 2, or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Holders of Registrable Securities.

2.12 Market Stand-Off. Each of the Founders, the Non-Founders and the holder of Series A Shares agrees that, so long as it holds any voting securities of the Company, upon request by the Company or the underwriters managing the initial public offering of the Company's securities, it will not sell or otherwise transfer or dispose of any securities of the Company (other than those permitted to be included in the registration and other transfers to affiliates permitted by law) without the prior written consent of the Company or such underwriters, as the case may be, for a period of time specified by the representative of the underwriters not to exceed one hundred and eighty (180) days from the effective date of the registration statement covering such initial public offering or the pricing date of such offering as may be requested by the underwriters. The foregoing provision of this Section 2.12 shall not apply to the sale of any securities of the Company to an underwriter pursuant to any underwriting agreement, and shall only be applicable to the Holders if all officers, directors and holders of one percent (1%) or more of the Company's outstanding share capital enter into similar agreements, and if the Company or any underwriter releases any officer, director or holder of one percent (1%) or more of the Company's outstanding share capital from his or her sale restrictions so undertaken, then each Holder shall be notified prior to such release and shall itself be simultaneously released to the same proportional extent. The Company shall require all future acquirers of the Company's securities holding at least one percent (1%) of the then outstanding share capital of the Company to execute prior to a Qualified Public Offering a market stand-off agreement containing substantially similar provisions as those contained in this Section 2.12.

2.13 Rule 144 Reporting. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) So long as a Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3.

2.14 Directed Shares. Subject to the consent of the underwriters managing a Qualified Public Offering, the Investors hereby reserve the right to direct up to five percent (5%) of the Company's offered shares in the Qualified Public Offering in the aggregate, and the holders of the Ordinary Shares hereby reserve the right to direct up to five percent (5%) of the Company's offered shares in the Qualified Public Offering in the aggregate.

3. RIGHT OF PARTICIPATION

3.1 General. The Investors and their permitted transferees to which rights under this Section 3 have been duly assigned in accordance with this Agreement (each a "**Participation Rights Holder**") shall have the right of first refusal to purchase such Participation Rights Holder's Pro Rata Share (as defined below), of all (or any part) of any New Securities (as defined in Section 3.3) that the Company may from time to time issue after the date of this Agreement (the "**Right of Participation**").

3.2 Pro Rata Share. A Participation Rights Holder's "**Pro Rata Share**" for purposes of the Right of Participation is the ratio of (a) the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such Participation Rights Holder, to (b) the total number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) then outstanding immediately prior to the issuance of New Securities giving rise to the Right of Participation.

3.3 New Securities. "**New Securities**" shall mean any Series A Shares, any other shares of the Company designated as "Preferred Shares", Ordinary Shares or other voting shares of the Company, whether now authorized or not, and rights, options or warrants to purchase such Series A Shares, Preferred Shares, Ordinary Shares and securities of any type whatsoever that are, or may become, convertible or exchangeable into such Series A Shares, Preferred Shares, Ordinary Shares or other voting shares, provided, however, that the term "New Securities" shall not include:

(a) up to 1,000,000 Ordinary Shares (and/or options or warrants therefor) issued to employees, officers, directors, contractors, advisors or consultants of the Company pursuant to the Company's employee share option plans approved by the Board);

(b) any shares of Series A Shares issued under the Purchase Agreement, as such agreement may be amended and any Ordinary Shares issued pursuant to the conversion thereof;

(c) any securities issued in connection with any share split, share dividend or other similar event in which all Participation Rights Holders are entitled to participate on a pro rata basis;

(d) any securities issued upon the exercise, conversion or exchange of any outstanding security if such outstanding security constituted a New Security;

(e) any securities issued pursuant to a Qualified Public Offering; or

(f) any securities issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity; or

(g) any securities issued to one or more strategic corporate partners upon the terms and conditions agreed by the Investors.

3.4 Procedures.

(a) First Participation Notice. In the event that the Company proposes to undertake an issuance of New Securities (in a single transaction or a series of related transactions), it shall give to each Participation Rights Holder written notice of its intention to issue New Securities (the "**First Participation Notice**"), describing the amount and type of New Securities, the price and the general terms upon which the Company proposes to issue such New Securities. Each Participation Rights Holder shall have fifteen (15) days from the date of receipt of any such First Participation Notice to agree in writing to purchase such Participation Rights Holder's Pro Rata Share of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Participation Rights Holder's Pro Rata Share). If any Participation Rights Holder fails to so agree in writing within such fifteen (15) day period to purchase such Participation Rights Holder's full Pro Rata Share of an offering of New Securities, then such Participation Rights Holder shall forfeit the right hereunder to purchase that part of its Pro Rata Share of such New Securities that it did not agree to purchase.

(b) Second Participation Notice; Oversubscription. If any Participating Rights Holder fails or declines to exercise its Right of Participation in accordance with subsection (a) above, the Company shall promptly give notice (the "**Second Participation Notice**") to other Participating Rights Holders who exercised their Right of Participation (the "**Right Participants**") in accordance with subsection (a) above. Each Right Participant shall have five (5) business days from the date of the Second Participation Notice (the "**Second Participation Period**") to notify the Company of its desire to purchase more than its Pro Rata Share of the New Securities, stating the number of the additional New Securities it proposes to buy (the "**Additional Number**"). Such notice may be made by telephone if confirmed in writing within two (2) business days. If, as a result thereof, such oversubscription exceeds the total number of the remaining New Securities available for purchase, each oversubscribing Right Participant will be cut back by the Company with respect to its oversubscription to that number of remaining New Securities equal to the lesser of (x) the Additional Number and (y) the product obtained by multiplying (i) the number of the remaining New Securities available for subscription by (ii) a fraction, the numerator of which is the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such oversubscribing Right Participant and the denominator of which is the total number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by all the oversubscribing Right Participants. Each Right Participant shall be obligated to buy such number of New Securities as determined by the Company pursuant to this Section 3.4 and the Company shall so notify the Right Participants within fifteen (15) business days following the date of the Second Participation Notice.

3.5 Failure to Exercise. Upon the expiration of the Second Participation Period, or in the event no Participation Rights Holder exercises the Right of Participation within fifteen (15) days following the issuance of the First Participation Notice, the Company shall have one hundred and twenty (120) days thereafter to sell the New Securities described in the First Participation Notice (with respect to which the Right of Participation hereunder were not exercised) at the same or higher price and upon non-price terms not materially more favorable to the purchasers thereof than specified in the First Participation Notice. In the event that the Company has not issued and sold such New Securities within such one hundred and twenty (120) day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Participation Rights Holders pursuant to this Section 3.

3.6 Termination. The Right of Participation for each Participation Rights Holder shall terminate upon a Qualified Public Offering.

4. TRANSFER RESTRICTIONS

4.1 Certain Definitions. For purposes of this Section 4, "**Ordinary Holders**" means the Ordinary Shareholders and their permitted assignees to which their rights under this Section 4 have been duly assigned in accordance with this Agreement; "**Series A Holder**" means the Investors and their permitted assignees to whom their rights under this Section 4 have been duly assigned in accordance with this Agreement; "**Restricted Shares**" means any of the Company's securities now owned or subsequently acquired by an Ordinary Holder; and "**transfer**" of any Restricted Shares means sale, assignment, transfer, pledge, hypothecation, mortgage, encumbrance or otherwise disposal of, through one or a series of transactions, such Restricted Shares, directly or indirectly.

4.2 Sale of Restricted Shares; Notice of Sale. Subject to Section 4.6 of this Agreement, if any Ordinary Holder (the "**Selling Shareholder**") proposes to transfer any Restricted Shares held by it, then the Selling Shareholder shall promptly give written notice (the "**Transfer Notice**") to the Company, and upon the expiration of the Company First Refusal Period (as defined below), to each Series A Holder prior to such transfer. The Notice shall describe in reasonable detail the proposed transfer including, without limitation, the number of Restricted Shares to be sold or transferred (the "**Offered Shares**"), the nature of such sale or transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee.

4.3 Right of First Refusal.

(a) The Company's Option. The Company shall have the right, exercisable upon written notice to the Selling Shareholder and each Series A Holder, within thirty (30) days after receipt of the Transfer Notice (the "**Company First Refusal Period**"), to elect to purchase all or any part of the Offered Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice.

(b) Series A Holders' Option. If and to the extent the any Offered Shares have not been purchased pursuant to Section 4.3(a), each Series A Holder shall have the right, exercisable upon written notice to the Selling Shareholder, the Company and each other Series A Holder, within thirty (30) days following the expiration of the Company First Refusal Period (the "**Series A First Refusal Period**"), to elect to purchase all or any part of its pro rata share of the remaining Offered Shares equivalent to the product obtained by multiplying the aggregate number of the remaining Offered Shares by a fraction, the numerator of which is the number of Ordinary Shares (calculated on an as-converted basis) held by such Series A Holder at the time of the transaction and the denominator of which is the total number of Ordinary Shares (calculated on an as-converted basis) owned by all the Series A Holders at the time of the transaction, at the same price and subject to the same material terms and conditions as described in the Transfer Notice. To the extent that any Series A Holder does not exercise its right of first refusal to the full extent of its pro rata share of the Offered Shares, the Selling Shareholder and the participating Series A Holders shall, within ten (10) days after the end of the Series A First Refusal Period, make such adjustments to each exercising Series A Holder's pro rata share of the Offered Shares so that any remaining Offered Shares may be allocated to those Series A Holders exercising their rights of first refusal on a pro rata basis.

(c) The Company or any Series A Holder shall not have a right to purchase any of the Offered Shares unless it exercises its right of first refusal within the Company First Refusal Period or the Series A First Refusal Period, as the case may be, to purchase up to all, or all of its pro rata share, of the Offered Shares.

(d) Expiration Notice. Within ten (10) days after expiration of the Series A First Refusal Period the Company will give written notice (the "**First Refusal Expiration Notice**") to the Selling Shareholder specifying either (i) that all of the Offered Shares was subscribed by the Series A Holders exercising their rights of first refusal or (ii) that the Series A Holders have not subscribed all of the Offered Shares in which case the First Refusal Expiration Notice will specify the Co-Sale Pro-Rata Portion (as defined below) of the remaining Offered Shares for the purpose of their co-sale rights described in Section 4.4 below.

(e) Purchase Price. The purchase price for the Offered Shares to be purchased by the Company or the Series A Holders exercising their right of first refusal will be the price set forth in the Transfer Notice, but will be payable as set forth in this Section 4.3(e). If the purchase price in the Transfer Notice includes consideration other than cash, the cash equivalent value of the non-cash consideration will be determined by the Board in good faith, which determination will be binding upon the Company, the Series A Holders, and the Selling Shareholder, absent fraud or error.

(f) Payment. Payment of the purchase price for the Offered Shares purchased by the Company or the Series A Holders shall be made within ten (10) days following the date of the First Refusal Expiration Notice. Payment of the purchase price will be made by wire transfer or check as directed by the Selling Shareholder.

(g) Rights of a Selling Shareholder. If the Company or any Series A Holder exercises its right of first refusal to purchase the Offered Shares, then, upon the date the notice of such exercise is given by the Company or such Series A Holder, as the case may be, the Selling Shareholder will have no further rights as a holder of such Offered Shares except the right to receive payment for such Offered Shares from the Company or such Series A Holder in accordance with the terms of this Agreement, and the Selling Shareholder will forthwith cause all certificate(s) evidencing such Offered Shares to be surrendered to the Company for transfer to the Company or such Series A Holder.

(h) Application of Co-Sale Rights. If the Company or the Series A Holders have not elected to purchase all of the Offered Shares, then the sale of the remaining Offered Shares will become subject to the co-sale rights set forth in Section 4.4 below.

4.4 Co-Sale Right. To the extent that the Company and Series A Holders have not exercised right of first refusal with respect to any or all the Offered Shares, then each Series A Holder shall have the right, exercisable upon written notice to the Selling Shareholder, the Company and each other Series A Holder (the "**Co-Sale Notice**") within twenty (20) days after receipt of the First Refusal Expiration Notice (the "**Co-Sale Right Period**"), to participate in such sale of the Offered Shares on the same terms and conditions as set forth in the Transfer Notice. The Co-Sale Notice shall set forth the number of Company securities (on both an absolute and as-converted to Ordinary Shares basis) that such participating Series A Holder wishes to include in such sale or transfer, which amount shall not exceed the Co-Sale Pro Rata Portion (as defined below) of such Series A Holder. To the extent one or more of the Series A Holders exercise such right of participation in accordance with the terms and conditions set forth below, the number of Offered Shares that the Selling Shareholder may sell in the transaction shall be correspondingly reduced. The co-sale right of each Series A Holder shall be subject to the following terms and conditions:

(a) Co-Sale Pro Rata Portion. Each Series A Holder may sell all or any part of that number of Ordinary Shares held by it that is equal to the product obtained by multiplying (x) the aggregate number of the Offered Shares subject to the co-sale right hereunder by (y) a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) owned by the Series A Holder at the time of the sale or transfer and the denominator of which is the total combined number of Ordinary Shares (on an as-converted basis) at the time owned by all Series A Holders and the Selling Shareholder ("**Co-Sale Pro Rata Portion**"). To the extent that any Series A Holder does not participate in the sale to the full extent of its Co-Sale Pro Rata Portion, the Selling Shareholder and the participating Series A Holders shall, within five (5) days after the end of such Co-Sale Right Period, make such adjustments to the Co-Sale Pro Rata Portion of each participating Series A Holder so that any remaining Offered Shares may be allocated to other participating Series A Holders on a pro rata basis.

(b) Transferred Shares. Each participating Series A Holder shall effect its participation in the sale by promptly delivering to the Selling Shareholder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, which represent:

(i) the number of Ordinary Shares which such Series A Holder elects to sell;

(ii) that number of Series A Shares which is at such time convertible into the number of Ordinary Shares that such Series A Holder elects to sell; provided in such case that, if the prospective purchaser objects to the delivery of Series A Shares in lieu of Ordinary Shares, such Series A Holder shall convert such Series A Shares into Ordinary Shares and deliver Ordinary Shares as provided in Subsection 4.4(b)(i) above. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the purchaser; or

(iii) or a combination of the above.

(c) Payment to Series A Holders. The share certificate or certificates that the participating Series A Holder delivers to the Selling Shareholder pursuant to Section 4.4(b) shall be transferred to the prospective purchaser in consummation of the sale of the Offered Shares pursuant to the terms and conditions specified in the Transfer Notice, and the Selling Shareholder shall concurrently therewith remit to such Series A Holder that portion of the sale proceeds to which such Series A Holder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase any shares or other securities from a Series A Holder exercising its co-sale right hereunder, the Selling Shareholder shall not sell to such prospective purchaser or purchasers any Offered Shares unless and until, simultaneously with such sale, the Selling Shareholder shall purchase such shares or other securities from such Series A Holder.

(d) Right to Transfer. To the extent the Series A Holders do not elect to purchase, or to participate in the sale of, the Offered Shares subject to the Transfer Notice, the Selling Shareholder may, not later than one hundred and twenty (120) days following delivery to the Company and each of the Series A Holders of the Transfer Notice, conclude a transfer of the Offered Shares covered by the Transfer Notice and not elected to be purchased by the Series A Holders, which in each case shall be on substantially the same terms and conditions as those described in the Transfer Notice. Any proposed transfer on terms and conditions which are materially different from those described in the Transfer Notice, as well as any subsequent proposed transfer of any Offered Shares by the Selling Shareholder, shall again be subject to the right of first refusal of the First Refusal Right Holders and the co-sale right of the Series A Holders and shall require compliance by the Selling Shareholder with the procedures described in Section 4.3 and Section 4.4 of this Agreement.

4.5 Exempt Transfers. Notwithstanding anything to the contrary contained herein, the right of first refusal and co-sale rights of the Company and/or the Series A Holders shall not apply to (a) any sale or transfer of Restricted Shares to the Company pursuant to a repurchase right or right of first refusal held by the Company in the event of a termination of employment or consulting relationship; (b) the transfer of 1,350,000 Ordinary Shares indirectly held by Mr. HE Boquan to Ms. CHANG Chia-Yue according to Section 5.10(c) of the Purchase Agreement; (c) any transfer to the parents, children or spouse, or to trusts for the benefit of such persons, of any Ordinary Holder by such Ordinary Holder for bona fide estate planning purposes; (d) any transfer of Restricted Shares from any Ordinary Holder to the corresponding persons under the caption "Ultimate Holder" as set forth in Schedule B hereto, in each case not exceeding the number of Restricted Shares set forth opposite the name of such persons and under the caption "Number of Shares" in Schedule B (subject to adjustment for share splits, share dividends, share combinations, reclassifications or similar events); or (e) any transfer of Ordinary Shares by any Ordinary Holder to any subsidiary whose voting equity securities are 100% owned by such Ordinary Holder, a parent company owning, directly or indirectly, 100% of the voting equity securities or equity interest in such Ordinary Holder, or a subsidiary (directly or indirectly) whose voting equity securities are 100% owned by such parent company (each transferee pursuant to the foregoing clauses (a) - (e), a "**Permitted Transferee**"); provided that adequate documentation therefor is provided to the Investors to their satisfaction and that any such Permitted Transferee agrees in writing to be bound by this Agreement in place of the relevant transferor; provided, further, that such transferor shall remain liable for any breach by such Permitted Transferee of any provision hereunder.

4.6 Prohibited Transfers.

(a) Except for transfers by the Ordinary Holders to Permitted Transferees as provided in Section 4.5 above, none of the Ordinary Holders or the Permitted Transferees shall, without the prior written consent of holders of a majority of the Ordinary Shares held by the Investors and their permitted transferees (on an as-converted basis), transfer any Company securities now held by him/her to any person in violation of this Section 4.

(b) Any attempt by a party to transfer Ordinary Shares in violation of this Section 4 shall be void and the Company hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such shares without the written consent of holders of a majority of the Ordinary Shares held by the Investors and their permitted transferees (on an as-converted basis).

4.7 Legend.

(a) Each certificate representing the Restricted Shares shall be endorsed with the following legend:

"THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN A SHAREHOLDERS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

(b) Each party agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares represented by certificates bearing the legend referred to in Section 4.7(a) above to enforce the provisions of this Agreement and the Company agrees to promptly do so. The legend shall be removed upon termination of the provisions of this Section 4.

4.8 Restriction on Indirect Transfers. Notwithstanding anything to the contrary contained herein, without the prior written approval of holders of at least a majority of the Series A Shares:

(a) Each of the Founders and the Non-Founders shall not, and shall not cause or permit any other person to, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose through one or a series of transactions any equity interest held or controlled by him/her in the Domco, as the case may be, to any person. Any transfer in violation of this Section 4.8(a) shall be void and the Domco hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such equity interest without the prior written approval of the holders of at least a majority of the Series A Shares.

(b) The Domco shall not, and each of the Founders and the Non-Founders shall not cause the Domco to, issue to any person any equity securities of the Domco, as the case may be, or any options or warrants for, or any other securities exchangeable for or convertible into, such equity securities of the Domco, as the case may be.

4.9 Term. The provisions under this Section 4 shall terminate upon the earlier to occur of (i) a Qualified Public Offering or (ii) a Trade Sale (as defined in Section 5 below).

5. DRAG-ALONG RIGHT

If at any time after the date of this Agreement there shall be a bona fide offer from a third party to effect a Trade Sale (as defined below), and if so requested by written notice from the holders of at least a majority of the outstanding Series A Shares, each of the Founders, the Non-Founders, the Ordinary Shareholders, the Investors and their respective assignees shall consent to, enter into any agreement in connection with, and participate in, and use their best efforts to cause all other shareholders of the Company to consent to, enter into any agreement in connection with, any participate in, such Trade Sale; provided that (i) the holders of at least a majority of the Series A Shares have approved the terms and conditions of such Trade Sale and has committed to participate in such Trade Sale, and (ii) the implied valuation of the Company pursuant to such Trade Sale is at least US$112,000,000; provided further that, the written consent from the Ordinary Shareholders shall be obtained, if (i) the offering party primarily engages in the Principal Business (as defined in the Purchase Agreement), or (ii) the offering party is a non-listed portfolio company of the Investors. The obligation under this Section 5 shall be terminated upon a Qualified Public Offering. For purpose of this Agreement, "**Trade Sale**" means either (i) a merger, consolidation or other business combination of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger, consolidation or business combination hold shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity, or (ii) the sale, lease, transfer or other disposition of all or substantially all of the Company's assets.

6. ASSIGNMENT AND AMENDMENT

6.1 Assignment. Notwithstanding anything herein to the contrary:

(a) Information Rights; Registration Rights. The Information and Inspection Rights under Section 1.1 may be assigned to any holder of Series A Shares; and the registration rights of the Holders under Section 2 may be assigned to any Holder or to any person acquiring Registrable Securities; provided that, either (i) the Registrable Securities being transferred include at least 100,000 shares (as adjusted for share dividends, splits, combinations, recapitalization and similar events) or represent all of the Registrable Securities held by each of the transferring Holders; or (ii) the proposed assignment is to constituent partners or shareholders who agree to act through a single representative; provided, however, that in either case no party may be assigned any of the foregoing rights unless the Company is given written notice by the assigning party stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this Section 6.

(b) Rights of Participation; Right of First Refusal; Co-Sale Rights; Drag-Along Rights. The rights of the Investors under Sections 3, 4 and 5 are fully assignable in connection with a transfer of shares of the Company by the Investors; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the Investors stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement.

(c) Most Favored Nations. The Company shall grant the Investors or any holder of Series A Shares any rights that are granted by the Company to other investors in any future financing by or through whatever means including without limitation equity or debt financing or sale and that are superior, in good faith judgment of the Board of the Company, to the rights granted to the Investors under Sections 1.1, 2, 3, 4 and 5 herein.

6.2 Amendment of Rights. Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of (i) as to the Company, only by the Company; (ii) as to each PRC Company, by such PRC Company; (iii) as to the Investors, by persons or entities holding a majority of the Series A Shares held by the Investors and their assigns; provided, however, that any holder of Series A Shares may waive any of its rights hereunder without obtaining the consent of any other holders of Series A Shares or their assigns; (iv) as to the Ordinary Holders, by persons or entities holding a majority of the Ordinary Shares held by the Ordinary Holders and their assigns; provided, however, that any Ordinary Holder may waive any of its rights hereunder without obtaining the consent of any other Ordinary Holders or their assigns; (v) as to each Founder Ordinary Shareholder or Other Ordinary Shareholder, by such Founder Ordinary Shareholder or Other Ordinary Shareholder; and (vi) as to each Founder or Non-Founder, by such Founder or Non-Founder. Any amendment or waiver effected in accordance with this Section 6.2 shall be binding upon the Company, the Investors, the PRC Companies, the Ordinary Shareholders, the Founders, the Non-Founders and their respective assigns.

7. CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETE

7.1 Disclosure of Terms. The terms and conditions of this Agreement and the Purchase Agreement, and all exhibits and schedules attached to such agreements (collectively, the "**Financing Terms**"), including their existence, shall be considered confidential information and shall not be disclosed by any party hereto to any third party except in accordance with the provisions set forth below; provided that such confidential information shall not include any information that is in the public domain other than caused by the breach of the confidentiality obligations hereunder.

7.2 Press Releases, Etc. Any press release issued by the Company shall not disclose any of the Financing Terms and the final form of such press release shall be approved in advance in writing by the Investors. No other announcement regarding any of the Financing Terms in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public may be made without the Investors' prior written consent.

7.3 Permitted Disclosures. Notwithstanding the foregoing, any party may disclose any of the Financing Terms to its current or bona fide prospective investors, employees, investment bankers, lenders, partners, accountants and attorneys, in each case only where such persons or entities are under appropriate nondisclosure obligations. Without limiting the generality of the foregoing, the Investors shall be entitled to disclose the Financing Terms for the purposes of fund reporting or inter-fund reporting or to their fund manager, other funds managed by their fund manager and their respective auditors, counsel, directors, officers, employees, shareholders or investors.

7.4 Legally Compelled Disclosure. In the event that any party is requested or becomes legally compelled (including without limitation, pursuant to securities laws and regulations) to disclose the existence of this Agreement and the Purchase Agreement, any of the exhibits and schedules attached to such agreements, or any of the Financing Terms hereof in contravention of the provisions of this Section 7, such party (the "**Disclosing party**") shall provide the other parties (the "**Non-Disclosing Parties**") with prompt written notice of that fact and use all reasonable efforts to seek (with the cooperation and reasonable efforts of the other parties) a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing party shall furnish only that portion of the information which is legally required to be disclosed and shall exercise reasonable efforts to keep confidential such information to the extent reasonably requested by any Non-Disclosing party.

7.5 Other Information. The provisions of this Section 7 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by any of the parties with respect to the transactions contemplated hereby.

7.6 Notices. All notices required under this section shall be made pursuant to Section 11.1 of this Agreement.

7.7 Non-Compete.

Each of the Founders and the Non-Founders covenants and agrees that, for so long as he/she legally and/or beneficially owns any equity capital in the Company, he/she shall not (a) serve in a Competitive Position, or (b) engage in activities contrary or harmful to the interests of any of the Company and the PRC Companies (the "**Group Companies**"), including but not limited to:

(i) employ or recruit any present, former or future employee of any Group Company to serve in a Competitive Position;

(ii) own equity (other than as the holder of not more than 1% of total outstanding shares of a publicly-held company) in any other person that primarily engages in the business of independent financial advising, including without limitation promotion, distribution and sale of securities investment funds, assembled funds trust and other financial products; concurrent-business insurance agency; insurance brokerage; and investment consultancy;

(iii) disclosing (except for any disclosure which is necessary and required in order to comply with any applicable laws, court order, or requirement by an applicable governmental authority) or misusing any confidential information of the Group Companies; or

(iv) participating in a hostile takeover attempt of any Group Company.

In the event any of the Founders and the Non-Founders violates any prohibition contained in the foregoing sentence, the Company and/or the Investors (to the extent the Company elects not to fully exercise its rights hereunder) shall be entitled to an injunction prohibiting such person from engaging in such activities, as such person agrees that the Group Companies would be irreparably harmed by any such actual or threatened conduct. In addition, the Company and/or the Investors may apply for such other relief as may be available for breach of this provision at law or in equity. For the purpose of this Section 7.7, "Competitive Position" shall mean serving in a senior management capacity, as an employee, consultant, advisor or otherwise, for any person that primarily engages in the business that is same as, similar to or in direct competition with the business of the Group Companies.

8. PROTECTIVE PROVISIONS

8.1 Acts of the Company. In addition to such other limitations as may be provided in the Memorandum and Articles, the following acts of the Company shall require the prior written approval of the holder(s) of at least a majority of the outstanding Series A Shares (the term "Company" means, in each case, the Company itself as well as, in the case of subsections (vi) - (xxii) below, each of the PRC Companies):

(i) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Series A Shares;

(ii) any action to authorize, create or issue shares of any class or series of the Company having preferences superior to or on a parity with the Series A Shares in any aspects including without limitation dividend rights, redemption rights and/or liquidation rights;

(iii) any new issuance of any equity securities of the Company, excluding (i) any issuance of Ordinary Shares upon conversion of the Series A Shares, and (ii) the issuance of up to 1,000,000 Ordinary Shares (or options or warrants therefor) under employee equity incentive plans approved by the Board;

(iv) any action to reclassify any outstanding shares into shares having preferences or priority as to dividends or assets senior to or on a parity with the preference of the Series A Shares;

(v) any increase or decrease of the authorized number of Ordinary Shares or Series A Shares of the Company;

(vi) any repurchase or redemption of any equity securities of the Company other than pursuant to (A) the redemption right of the holders of Series A Shares as provided in the Memorandum and Articles, or (B) contractual rights to repurchase Ordinary Shares from the employees, directors or consultants of the Company upon termination of their employment or services or pursuant to a contractual right of first refusal held by the Company;

(vii) any amendment or waiver of any provision of the Memorandum and Articles of Association or other charter documents in a manner that would alter or change the rights, preferences or privileges of any Series A Share;

(viii) any merger or consolidation of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger or consolidation held shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity;

(ix) the sale, lease, transfer or other disposition of all or substantially all of the Company's assets;

(x) any increase or decrease of the authorized number of the board members of the Company;

(xi) the liquidation, dissolution or winding up of the Company;

(xii) the declaration or payment of a dividend or other distribution on Ordinary Shares or Series A Shares;

(xiii) the extension by the Company of any loan or guarantee for indebtedness in excess of US$100,000 in the aggregate to any third party;

(xiv) any incurrence of indebtedness in excess of US$300,000;

(xv) any purchase by the Company of equity securities of, or any securities convertible into equity securities of, or any operating assets of, any other company in a single transaction or a series of transactions at a purchase price in excess of US$300,000, individually or in the aggregate;

(xvi) any investment by the Company in any marketable securities, including without limitation treasury securities;

(xvii) the appointment and removal of any key officer of the Company, including the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer, or comparable positions;

(xviii) any transaction involving both the Company and a shareholder or any of the Company's employees, officers, directors or shareholders or any affiliate of a shareholder or any of its officers, directors or shareholders;

(xix) appointment and removal of auditors of the Company or any material change in the accounting and financial policies of the Company;

(xx) any increase in compensation of any employee of the Company with monthly salary of at least RMB40,000 by more than fifty percent (50%) in a twelve (12) month period; or

(xxi) any items of capital expenditure outside the annual budget in excess of US$100,000 per month, individually or in the aggregate.

(xxii) adoption of any business plan, projections and annual budget and any amendment thereto.

8.2 Acts of the PRC Companies. Without limitation of the foregoing and subject to applicable PRC laws and regulations, the following acts by each of the PRC Companies shall in each case require the prior written approval of the holder(s) of at least a majority of the outstanding Series A Shares:

(a) any amendment to such PRC Company's Articles of Association, or other constitutional document;

(b) the liquidation, termination or dissolution of such PRC Company;

(c) any increase of the registered capital of such PRC Company or transfer of any equity or joint venture interest in such PRC Company;

(d) the sale, lease, transfer or other disposition of all or substantially all of the assets of such PRC Company or any merger or consolidation of such PRC Company with or into any other business entity; or

(e) any issuance of equity securities or equity-like securities of such PRC Company.

9. REDEMPTION

For the purpose of this Section 9 and Section 10, the following definitions shall apply: (1) "**Series A Issue Price**" means US$1.3290 per Series A Share, and (2) "**Series A Original Issue Date**" means the date of the first sale and issuance of Series A Shares.

The Company shall, as provided below, redeem the Series A Shares.

9.1 Redemption. At any time after five (5) years from the Series A Original Issue Date (the "**Redemption Start Date**") and subject to the Companies Law (2004 Revision) of the Cayman Islands as amended and every statutory modification or re-enactment thereof for the time being in force (the "**Statute**"), at the option of any holder of Series A Shares, the Company shall redeem all, but not less than all, of the Series A Shares held by such holder out of funds legally available therefor, at a redemption price per Series A Share (the "**Redemption Price**") equal to:

IP x $(105\%)^N$, where

IP = Series A Issue Price; and

N = a fraction the numerator of which is the number of calendar days between the Series A Original Issue Date and the Redemption Date (as defined in below) and the denominator of which is 365,
plus all declared but unpaid dividends thereon up to the date of redemption, proportionally adjusted for share subdivisions, share dividends, reorganizations, reclassifications, consolidations or mergers;

9.2 Redemption Notice. A notice of redemption by such holder of Series A Shares shall be given by hand or by mail to the registered office of the Company at any time on or after the date falling 30 days before the Redemption Start Date stating the date on or after the Series A Redemption Start Date on which the Series A Shares are to be redeemed (the "**Redemption Date**"), provided, however, that the Redemption Date shall be no earlier than the Redemption Start Date or the date 30 days after such notice of redemption is given, whichever is later. Upon receipt of any such request, the Company shall promptly give written notice of the redemption request to each non-requesting holder of record of Series A Shares stating the existence of such request, the Redemption Price, the Redemption Date and the mechanics of redemption. Each such other holder of Series A Shares shall have the right to participate in the redemption and require the Company to redeem all or part the Series A Shares held by it at the same Redemption Price and on the same Redemption Date, together with the Series A Shares of the initiating holder to be redeemed, by written notice to the Company within fifteen (15) days following the date of the Redemption Notice indicating its election to participate in the redemption and the number of its Series A Shares to be redeemed. In the event that any holder of Series A Shares shall not have participated in the redemption in accordance with the preceding sentence, such holder of Series A Share shall nevertheless have the right to require the Company to redeem all or part of the Series A Shares held by it by initiating redemption pursuant to this Section 9.

9.3 Availability. If on the Redemption Date, the number of Series A Shares that may then be legally redeemed by the Company is less than the number of all Series A Shares to be redeemed, then (i) the number of Series A Shares then redeemed shall be based ratably on all Series A Shares to be redeemed, and (ii) the remaining Series A Shares to be redeemed shall be carried forward and redeemed as soon as the Company has legally available funds to do so.

9.4 Procedure. Before any holder of Series A Shares shall be entitled for redemption under the provisions of this Section 9, such holder shall surrender his or her certificate or certificates representing such Series A Shares to be redeemed to the Company in the manner and at the place designated by the Company for that purpose, and thereupon the Redemption Price shall be payable to the order of the person whose name appears on such certificate or certificates as the owner of such shares and each such certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be promptly issued representing the unredeemed shares. Unless there has been a default in payment of the applicable Redemption Price, upon cancellation of the certificate representing such Series A Shares to be redeemed, all dividends on such Series A Shares designated for redemption on the Redemption Date shall cease to accrue and all rights of the holders thereof, except the right to receive the Redemption Price thereof (including all accrued and unpaid dividend up to the Redemption Date), without interest, shall cease and terminate and such Series A Shares shall cease to be issued shares of the Company.

9.5 Restrictions. If the Company fails (for whatever reason) to redeem any Series A Shares on its due date for redemption then, as from such date until the date on which the same are redeemed the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution.

10 LIQUIDATION, DISSOLUTION OR WINDING UP

10.1 Preference Amount. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series A Shares shall be entitled to receive, prior to any distribution to the holders of the Ordinary Shares or any other class or series of shares, an amount per Series A Share equal to 150% of the Series A Issue Price, in each case the Series A Issue Price as adjusted for share dividends, splits, combinations, recapitalizations or similar events (the "**Preference Amount**"). After the full liquidation Preference Amount on all outstanding Series A Shares has been paid, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed *pro rata* among the holders of the Series A Shares (on an as-converted basis) together with the holders of the Ordinary Shares. If the Company has insufficient assets to permit payment of the Preference Amount in full to all holders of Series A Shares, then the assets of the Company shall be distributed ratably to the holders of the Series A Shares in proportion to the Preference Amount each such holder of Series A Shares would otherwise be entitled to receive.

10.2 Compulsory Payment. In the event of (i) a sale, conveyance or disposition of all or substantially all of the assets of the Company or any PRC Company, (ii) an exclusive licensing of substantially all of the intellectual property of the Company or any PRC Company to any third party, or (iii) a consolidation or merger of the Company or any PRC Company with or into any other company or companies in which the existing members or shareholders of the Company or such PRC Company, as of the Series A Original Issue Date, do not retain a majority of the voting power in the surviving company, the Company shall, to the extent legally entitled to do so, pay the amount received on such sale, disposition, license or consolidation in either the same form of consideration received by the Company or in cash, as the Company may determine, whether such payment is in the form of a dividend or other legally permissible form (the "**Compulsory Payment**"). The Compulsory Payment will be distributed to the members or shareholders of the Company as follows:

(a) to the holders of the Series A Shares, an amount per Series A Share equal to (i) 150% of the Series A Issue Price; or (ii) 100% of the Series A Issue Price, if the total amount of the proceeds received from the above transactions is equal to or more than US$81,250,000, in each case the Series A Issue Price as adjusted for share dividends, splits, combinations, recapitalizations or similar events (the "**Compulsory Payment Preference**"). If the value of the Compulsory Payment is less than the Compulsory Payment Preference, then the Compulsory Payment shall be distributed pro rata amongst the holders of all outstanding Series A Shares; and.

(b) the remainder (after payment in accordance with Section 10.2(a) above), if any, to the holders of Series A Shares and Ordinary Shares on a pro rata basis, based on the number of Ordinary Shares then held by each holder on an as-converted basis.

10.3 Repurchase of Ordinary Shares. Notwithstanding any other provision of this Section 10, the Company may at any time, out of funds legally available therefor, repurchase Ordinary Shares of the Company issued to or held by employees, officers or consultants of the Company or its subsidiaries upon termination of their employment or services, pursuant to any bona fide agreement providing for such right of repurchase, whether or not dividends on the Series A Shares shall have been declared.

10.4 Distribution of Assets or Securities. In the event the Company proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Company, the value of the assets to be distributed to the holders of Series A Shares and Ordinary Shares shall be determined in good faith by the liquidator (or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board, which decision shall include the affirmative vote of the director appointed by the Investors). Any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

(a) If traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day ending one (1) day prior to the distribution;

(b) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and

(c) If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the liquidator (or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board).

10.5 Valuation of Securities. The method of valuation of securities subject to restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the liquidator (or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board). The holders of at least a majority of the outstanding Series A Shares shall have the right to challenge any determination by the liquidator or the Board, as the case may be, of fair market value pursuant to this Section 10, in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the liquidator or the Board, as the case may be, and the challenging parties, the cost of such appraisal to be borne by the Company.

11. GENERAL PROVISIONS.

11.1 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party, upon delivery; (b) when sent by facsimile at the number set forth in Schedule C hereto, upon receipt of confirmation of error-free transmission; (c) seven (7) business days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other party as set forth in Schedule C; or (d) three (3) business days after deposit with an international overnight delivery service, postage prepaid, addressed to the parties as set forth in Schedule C with next business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

Each person making a communication hereunder by facsimile shall promptly confirm by telephone to the person to whom such communication was addressed each communication made by it by facsimile pursuant hereto but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section 11.1 by giving the other party written notice of the new address in the manner set forth above.

11.2 Entire Agreement. This Agreement, the Purchase Agreement, the Restructuring Documents (as defined in the Purchase Agreement) and any Ancillary Agreements (as defined in the Purchase Agreement), together with all the exhibits hereto and thereto, constitute and contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof. Without limiting the generality of the foregoing, this Agreement shall supersede the Restructuring Documents to the extent any inconsistencies exist between them.

11.3 Governing Law. This Agreement shall be governed by and construed exclusively in accordance the laws of Hong Kong Special Administrative Region of the PRC without regard to the principles of conflict of law of any jurisdiction.

11.4 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.

11.5 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

11.6 Successors and Assigns. Subject to the provisions of Section 6.1, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto.

11.7 Interpretation; Captions. This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement. Unless otherwise expressly provided herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Adjustments for Share Splits, Etc. Wherever in this Agreement there is a reference to a specific number of shares of Series A Shares or Ordinary Shares of the Company, then, upon the occurrence of any subdivision, combination or share dividend of the Series A Shares or Ordinary Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of shares by such subdivision, combination or share dividend.

11.10 Aggregation of Shares. All Series A Shares or Ordinary Shares held or acquired by Affiliated entities or persons (as defined in Rule 144 under the Securities Act) shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

11.11 Shareholders Agreement to Control. If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Memorandum and Articles, the terms of this Agreement shall control to the maximum extent permitted by the applicable laws. The parties agree to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Memorandum and Articles so as to eliminate such inconsistency.

11.12 Dispute Resolution.

(a) Negotiation Between Parties; Mediations. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties within thirty (30) days, Section 11.12(b) shall apply.

(b) Arbitration. In the event the parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection (a) above, such dispute shall be referred to and finally settled by arbitration at Hong Kong International Arbitration Centre in accordance with the UNCITRAL Arbitration Rules (the "**UNCITRAL Rules**") in effect, which rules are deemed to be incorporated by reference into this subsection (b). The arbitration tribunal shall consist of three arbitrators to be appointed according to the UNCITRAL Rules. The language of the arbitration shall be English.

— REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK —

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

NOAH HOLDINGS LIMITED

By: /s/ Jingbo Wang
Name: Jingbo Wang
Title: Authorized Signatory

SHANGHAI NOAH RONGYAO INVESTMENT CONSULTING CO., LTD.
(上海诺亚荣耀投资顾问有限公司)

By: official seal
Name:
Title:

SHANGHAI NOAH INVESTMENT MANAGEMENT CO., LTD.
(上海诺亚投资管理有限公司)

By: official seal
Name:
Title:

[SIGNATURE PAGE TO AMENDED AND RESTATED SHAREHOLDERS AGREEMENT]

JING INVESTORS CO., LTD.

BY: /s/ Jingbo Wang
NAME: Jingbo Wang
TITLE: Authorized Signatory

YIN INVESTMENT CO., LTD.

By: /s/ Zhe Yin
Name: Zhe Yin
Title: Authorized Signatory

XIN INVESTMENT CO., LTD.

By: /s/ Xinjun Zhang
Name: Xinjun Zhang
Title: Authorized Signatory

YAN INVESTMENT CO., LTD.

By: /s/ Yan Wei
Name: Yan Wei
Title: Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED SHAREHOLDERS AGREEMENT]

FOUNDERS

/s/ Jingbo Wang
JINGBO WANG

/s/ Zhe Yin
ZHE YIN

/s/ Xinjun Zhang
XINJUN ZHANG

/s/ Yan Wei
YAN WEI

[SIGNATURE PAGE TO AMENDED AND RESTATED SHAREHOLDERS AGREEMENT]

QUAN INVESTMENT CO., LTD.

By: /s/ Boquan He
Name: /s/ Boquan He
Title: Authorized Signatory

HUA INVESTMENT CO., LTD.

By: /s/ Qianghua Yan
Name: Qianghua Yan
Title: Authorized Signatory

NON-FOUNDERS

/s/ Boquan He
BOQUAN HE

/s/ Qianghua Yan
QIANGHUA YAN

[SIGNATURE PAGE TO AMENDED AND RESTATED SHAREHOLDERS AGREEMENT]

SEQUOIA CAPITAL CHINA I, L.P.
SEQUOIA CAPITAL CHINA PARTNERS FUND I, L.P.
SEQUOIA CAPITAL CHINA PRINCIPALS FUND I, L.P.

By: SEQUOIA CAPITAL CHINA MANAGEMENT I, L.P.
A Cayman Islands Exempted Limited partnership
General Partner of Each

By: SC CHINA HOLDING LIMITED
A Cayman Islands limited liability company
Its General Partner

/s/ Jimmy Wong
Name: Jimmy Wong
Title: Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED SHAREHOLDERS AGREEMENT]

LIST OF APPENDICES

Schedule A	Part 1	Schedule of Founder Ordinary Shareholders
	Part 2	Schedule of Other Ordinary Shareholders
	Part 3	Schedule of Founders
	Part 4	Schedule of Non-Founders
	Part 5	Schedule of Investors
Schedule B	Allocation of Shares	
Schedule C	Notices	

SCHEDULE A

Part 1 Schedule of Founder Ordinary Shareholders

Founder Ordinary Shareholder	Ultimate Shareholder
Jing Investors Co., Ltd.	WANG Jingbo
Yin Investment Co., Ltd.	YIN Zhe
Xin Investment Co., Ltd.	ZHANG Xinjun
Yan Investment Co., Ltd.	WEI Yan

Part 2 Schedule of Other Ordinary Shareholders

Other Ordinary Shareholder	Ultimate Shareholder
Quan Investment Co., Ltd.	HE Boquan
Hua Investment Co., Ltd.	YAN Qianghua

Part 3 Schedule of Founders

Name	Address	ID Number
WANG Jingbo	Room 101, No. 13, Lane 666, Longdong Avenue, Pudong New District, Shanghai, PRC	510102197206082866
YIN Zhe	Room 301, No. 7, Lane 839, Yunshan Road, Pudong New District, Shanghai, PRC	310106197411053210
ZHANG Xinjun	No. 22, Lane 242, Tiantong Road, Hongkou District, Shanghai, PRC	310109197412220825
WEI Yan	Room 501, No. 36, Lane 199, Biyun Road, Pudong New District, Shanghai, PRC	512323197702050024

Part 4 Schedule of Non-Founders

Name	Address	ID Number
HE Boquan	Room 13-15, 32nd Floor, No. 183-187 Daduhui Plaza, North Tianhe Road, Tianhe District, Guangzhou City, Guangdong Province, PRC	442000601107545
YAN Qianghua	Room 505-506, No. 22, Lane 2185, North Zhongshan Road, Putuo District, Shanghai, PRC	310107195601070844

Part 5 Schedule of Investors

Sequoia Capital China I, L.P.

Sequoia Capital China Partners Fund I, L.P.

Sequoia Capital China Principals Fund I, L.P.

SCHEDULE B

Allocation of Shares

Record Holder	Ultimate Holder	Number of Shares
Jing Investors Co., Ltd.	WANG Jingbo	7,380,000
Yin Investment Co., Ltd.	YIN Zhe	2,160,000
Xin Investment Co., Ltd.	ZHANG Xinjun	720,000
Yan Investment Co., Ltd.	WEI Yan	540,000
Quan Investment Co., Ltd.	HE Boquan	4,500,000
Hua Investment Co., Ltd.	YAN Qianghua	1,800,000

SCHEDULE C

Notices

If to the Company, the PRC Subsidiary, the Domco, the Founder Ordinary Shareholders or the Founders:

Attention:	Ms. WANG Jingbo
Address:	9th Floor, Jinsui Mansion, No. 379 South Pudong Road Pudong New Area, Shanghai 200120, China
Telephone:	+86 21 68869688
Fax:	+86 21 68869611

If to the Other Ordinary Shareholders or the Non-Founders:

Attention:	Ms. WANG Jingbo
Address:	9th Floor, Jinsui Mansion, No. 379 South Pudong Road Pudong New Area, Shanghai 200120, China
Telephone:	+86 21 68869688
Fax:	+86 21 68869611

If to the Investors:

Attention:	Mr. JI Yue
Address:	2408 Air China Plaza, No. 36 Xiaoyun Road Chaoyang District, Beijing 100027, China
Telephone:	+86 10 84475668
Fax:	+86 10 84475669

Exhibit 5.1

Our ref RDS\658613\4048757v3
Direct tel +852 2971 3046
Email richard.spooner@maplesandcalder.com

Noah Holdings Limited
6th Floor, Times Finance Center
No. 68 Middle Yincheng Road
Pudong, Shanghai 200120, People's Republic of China

20 October 2010

Dear Sirs

Noah Holdings Limited

We have acted as Cayman Islands legal advisers to Noah Holdings Limited (the "**Company**") in connection with the Company's registration statement on Form F-1, including all amendments or supplements thereto (the "**Registration Statement**"), originally confidentially submitted with the Securities and Exchange Commission under the U.S. Securities Act of 1933 filed on 28 July 2010, as amended to date relating to the offering by the Company of certain American Depositary Shares (the "**ADSs**") representing the Company's shares of par value US$0.0005 each (the "**Shares**").

We are furnishing this opinion as Exhibit 5.1 to the Registration Statement.

1 Documents Reviewed

For the purposes of this opinion, we have reviewed only originals, copies or final drafts of the following documents:

1.1 the certificate of incorporation dated 29 June 2007;

1.2 the amended and restated memorandum and articles of association of the Company as adopted by a special resolution passed on 30 June 2010 (the "**Pre-IPO M&A**");

1.3 the amended and restated memorandum and articles of association of the Company to be conditionally adopted by special resolution and effective immediately upon the commencement of trading of the Company's ADSs representing its Ordinary Shares on the New York Stock Exchange (the "**IPO M&A**");

1.4 the written resolutions of the Board of Directors of the Company dated 19 October 2010 (the "**Directors' Resolutions**");

1.5 the written resolutions of the shareholders of the Company to be executed by the shareholders of the Company to, amongst other things, conditionally adopt the IPO M&A (the "**Shareholders' Resolutions**");

1.6 a certificate from a Director of the Company addressed to this firm dated 20 October 2010, a copy of which is attached hereto (the "**Director's Certificate**");

1.7 a certificate of good standing dated 30 July 2007, issued by the Registrar of Companies in the Cayman Islands (the "**Certificate of Good Standing**"); and

1.8 the Registration Statement.

2 Assumptions

Save as aforesaid we have not been instructed to undertake and have not undertaken any further enquiry or due diligence in relation to the transaction the subject of this opinion. The following opinions are given only as to and based on circumstances and matters of fact existing at the date hereof and of which we are aware consequent upon the instructions we have received in relation to the matter the subject of this opinion and as to the laws of the Cayman Islands as the same are in force at the date hereof. In giving this opinion, we have relied upon the completeness and accuracy (and assumed the continuing completeness and accuracy as at the date hereof) of the Director's Certificate as to matters of fact and the Certificate of Good Standing without further verification and have relied upon the following assumptions, which we have not independently verified:

2.1 copy documents or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals; and

2.2 the genuineness of all signatures and seals.

3 Opinion

The following opinions are given only as to matters of Cayman Islands law and we have assumed that there is nothing under any other law that would affect or vary the following opinions.

Based upon the foregoing and subject to the qualifications set out below and having regard to such legal considerations as we deem relevant, we are of the opinion that:

3.1 the Company has been duly incorporated as an exempted company with limited liability for an unlimited duration and is validly existing and in good standing under the laws of the Cayman Islands;

3.2 immediately upon the completion of the Company's initial public offering of its ADSs on the New York Stock Exchange, the authorised share capital of the Company will be US$50,000 divided into 100,000,000 ordinary shares of a nominal or par value of US$0.0005;

3.3 the issuance and allotment of the Shares has been duly authorised and when allotted, issued and paid for as contemplated in the Registration Statement and entered in the register of members (shareholders), the Shares will be legally issued, fully paid and non-assessable; and

3.4. the statements under the caption "Taxation" in the prospectus forming part of the Registration Statement, to the extent that they constitute statements of Cayman Islands law, are accurate in all material respects and such statements constitute our opinion.

4 Qualifications

Except as specifically stated herein, we make no comment with respect to any representations and warranties which may be made by or with respect to the Company in any of the documents or instruments cited in this opinion or otherwise with respect to the commercial terms of the transactions the subject of this opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our name under the headings “Enforceability of Civil Liabilities”, “Taxation” and “Legal Matters” and elsewhere in the prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the Rules and Regulations of the Commission thereunder.

Yours faithfully

/s/ Maples and Calder

Encl

Exhibit 8.1

[LETTERHEAD OF SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP]

October 20, 2010

Noah Holdings Limited
6/F, Times Finance Center
No. 68 Middle Yincheng Road, Pudong
Shanghai, 200120
The People's Republic of China

Re: American Depositary Shares of Noah Holdings Limited (the "Company")

Ladies and Gentlemen:

You have requested our opinion concerning the statements in the Registration Statement (as described below) under the caption "Taxation—Material United States Federal Income Tax Considerations" in connection with the public offering of certain American Depositary Shares ("ADSs"), each of which represents ordinary shares, par value $0.0005 per share, of the Company, pursuant to the registration statement on Form F-1 under the Securities Act of 1933, as amended (the "Act"), filed by the Company with the Securities and Exchange Commission (the "Commission") on October 20, 2010 (the "Registration Statement").

In connection with rendering the opinion set forth below, we have examined and relied on originals or copies of the following:

(a) the Registration Statement; and

(b) such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinion set forth below.

Our opinion is conditioned on the accuracy of the facts, information and analyses set forth in such documents, certificates and records (as identified in clauses (a) and (b) of the immediately preceding paragraph). All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Registration Statement.

For purposes of our opinion, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity and validity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, electronic, or photo static copies, and the authenticity of the originals of such latter documents.

In addition, we have relied on factual statements and representations of the officers and other representatives of the Company and others, and we have assumed that such statements and representations are correct without regard to any qualification as to knowledge or belief.

Our opinion is based on the U.S. Internal Revenue Code of 1986, as amended, U.S. Treasury regulations, judicial decisions, published positions of the U.S. Internal Revenue Service, and such other authorities as we have considered relevant, all as in effect as of the date of this opinion and all of which are subject to differing interpretations or change at any time (possibly with retroactive effect). A change in the authorities upon which our opinion is based could affect the conclusions expressed herein. There can be no assurance, moreover, that our opinion expressed herein will be accepted by the U.S. Internal Revenue Service or, if challenged, by a court.

Based on and subject to the foregoing, we confirm that the statements set forth as the opinions of special United States counsel in the Registration Statement under the caption “Material United States Federal Income Tax Considerations,” constitute our opinions, subject to the qualifications set forth therein, and we hereby consent to the inclusion of such opinions in the prospectus included in the Registration Statement.

Except as set forth above, we express no other opinion. This opinion is expressed as of the date hereof, and we are under no obligation to supplement or revise our opinion to reflect any legal developments or factual matters arising subsequent to the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the captions “Taxation” and “Legal Matters” in the prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

中倫律师事务所
ZHONG LUN LAW FIRM

上海市浦东新区银城中路 200 号中银大厦 11 楼　　邮政编码:200120
11th Floor, 200 Yin Cheng Road Central, Pudong New Area, Shanghai 200120, People's Republic of China
电话/ Tel: (8621) 5037-2668 传真/ Fax: (8621) 5037-2678
网址 http://www.zhonglun.com

LEGAL OPINION

To: **NOAH HOLDINGS LIMITED**
6/F, Times Finance Center
No. 68 Middle Yincheng Road, Pudong
Shanghai, 200120
The People's Republic of China

October 20, 2010

Dear Sir/Madam:

1. We are lawyers qualified in the People's Republic of China (the "PRC") and are qualified to issue opinions on the PRC Laws (as defined in Section 5). For the purpose of this legal opinion (this "Opinion"), the PRC does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

2. We act as the PRC counsel to Noah Holdings Limited (the "Company") , a company incorporated under the laws of Cayman Islands, in connection with (a) the Company's Registration Statement on Form F-1 (the "Registration Statement"), initially filed with the Securities and Exchange Commission (the "SEC") under the U.S. Securities Act of 1933, as amended, including the prospectus that forms a part of the Registration Statement (the "Prospectus"), on October 20, 2010, relating to the offering by the Company of a certain number of the Company's American Depositary Shares ("ADSs"), each representing ordinary shares par value US$0.0005 per share of the Company, and (b) the sale of the Company's ADSs and listing of the Company's ADSs on the New York Stock Exchange.

3. In so acting, we have examined the Registration Statement, the originals or copies certified or otherwise identified to our satisfaction, of documents provided to us by the Company and such other documents, corporate records, certificates, approvals and other instruments as we have deemed necessary for the purpose of rendering this opinion, including, without limitation, originals or copies of the agreements and certificates issued by PRC authorities and officers of the Company ("Documents"). In such examination, we have assumed the accuracy of the factual matters described in the Registration Statement and that the Registration Statement and other documents will be executed by the parties in the forms provided to and reviewed by us. We have also assumed the genuineness of all signatures, seals and chops, the authenticity of all documents submitted to us as originals, and the conformity with the originals of all documents submitted to us as copies, and the truthfulness, accuracy and completeness of all factual statements in the documents.

4. Based upon and subject to the foregoing, we are of the opinion that the statements set forth under the caption "Taxation" in the Prospectus insofar as they constitute statement of PRC tax law, are accurate in all material respects and that such statements constitute our opinion.

   We do not express any opinion herein concerning any law other than PRC tax law.

5. This opinion is subject to the following qualifications:

   (a) This Opinion relates only to any and all laws, regulations, statutes, rules, decrees, notices, and supreme court's judicial interpretations currently in force and publicly available in the PRC as of the date hereof ("PRC Laws") and we express no opinion as to any other laws and regulations. There is no guarantee that any of the PRC Laws, or the interpretation thereof or enforcement therefor, will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect.

   (b) This Opinion is intended to be used in the context which is specifically referred to herein and each section should be looked on as a whole regarding the same subject matter.

   (c) This Opinion is subject to the effects of (i) certain legal or statutory principles affecting the enforceability of contractual rights generally under the concepts of public interest, national security, good faith and fair dealing, applicable statutes of limitation, and the limitations by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditor's rights generally; (ii) any circumstance in connection with formulation, execution or performance of any legal documents that would be deemed materially mistaken, clearly unconscionable, fraudulent; (iii) judicial discretion with respect to the availability of injunctive relief, the calculation of damages, and the entitlement of attorneys' fees and other costs; and (iv) the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in connection with the interpretation, implementation and application of relevant PRC Laws.

This Opinion is rendered to you for the purpose hereof only, and save as provided herein, this Opinion shall not be quoted nor shall a copy be given to any person (apart from the addressee) without our express prior written consent except where such disclosure is required to be made by the applicable law or is requested by SEC or any other regulatory agencies.

We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to, the Registration Statement and to the reference to our firm under the headings “Taxation” in the Registration Statement. In giving such consent, we do not thereby admit that we fall within the category of the person whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder.

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[Signature Page]

Yours faithfully,

/s/ Zhong Lun Law Firm

NOAH HOLDINGS LIMITED

SHARE INCENTIVE PLAN

Dated as of August 19, 2008, as amended as of July 20, 2010

NOAH HOLDINGS LIMITED

SHARE INCENTIVE PLAN

1. DEFINITIONS AND INTERPRETATION

(A) In this Plan, save where the context otherwise requires, the following expressions have the respective meanings set forth opposite them:

"Adoption Date"	August 19, 2008;
"Auditors"	the auditors for the time being of the Company;
"Board"	the board of directors of the Company or a duly authorised committee thereof;
"business day"	any day (excluding Saturday) on which banks in Hong Kong, China generally are open for business;
"Commencement Date"	in respect of any particular Option, the date on which the Option is granted in accordance with the terms of this Plan;
"Company"	NOAH HOLDINGS LIMITED, a company incorporated in the Cayman Islands;
"Employee"	any full-time or part-time employee (including, without limitation, an executive director) of the Group and any consultant or adviser to the Group, and "Employment" has a corresponding meaning;
"Grantee"	any Qualified Person who accepts an Offer in accordance with the terms of this Plan, or (where the context so permits) any person who is entitled to any Option in consequence of the death of the original Grantee, or a person who has been granted other incentive shares pursuant to the Plan;
"Group"	the Company and its Subsidiaries;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"incentive share"	an Option, a Restricted Share or any other incentive share award that the Board may approve from time to time;

“Offer”	the offer of the grant of an Option made in accordance with paragraph 4;
“Offer Date”	the date on which an Offer is made to a Qualified Person;
“Offer Letter”	the letter, referred to in paragraph 4(B), from the Board to a Grantee containing an Offer;
“Option”	a right granted to subscribe for Shares pursuant to this Plan;
“Option Period”	the period during which the Option can be exercised, which shall be the tenth anniversary of the date each Option is granted;
“Option Shares”	Shares allotted and issued to a Grantee pursuant to the exercise of an Option;
“Plan”	this share incentive plan in its present form or as amended from time to time in accordance with the provisions hereof;
“Qualified Person”	any individual, form of body corporate, unincorporated association, firm, partnership, joint venture, consortium, organisation or trust (in each case whether or not having a separate legal personality) who or which is granted an incentive shares hereunder by the Board by reason of their contribution to the Group prior to the Commencement Date;
“Restricted Shares”	a share awarded to a Grantee pursuant to Article 8 that is subject to certain restrictions and may be subject to risk of forfeiture;
“RMB”	Renminbi, the lawful currency of the People’s Republic of China;
“Shares”	ordinary shares of US$0.0005 each in the capital of the Company (or of such other nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company from time to time);
“Stock Exchange”	any qualified stock exchange approved by the Board;
“Subscription Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option, as described in paragraph 5, or the price per Share that the Grantee may pay for the Restricted Shares as the Board may determine;

"Subsidiary"	a company which is for the time being and from time to time a subsidiary of the Company, irrespective of where the company is incorporated;
"US$"	US Dollar, the lawful currency of the United States; and
"Vesting Schedule"	the vesting schedule according to which the Option to be issued to the Grantee, as described in paragraph 5.

(B) In this Plan, save where the context otherwise requires:

(i) the headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Plan;

(ii) references to paragraphs are references to paragraphs of this Plan;

(iii) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;

(iv) expressions in the singular shall include the plural and vice versa;

(v) expressions in any gender shall include other genders; and

(vi) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organisations, associations, enterprises and branches.

2. CONDITION

This Plan shall take effect subject to the passing of a resolution by the Board to approve and adopt this Plan, and to grant Options to subscribe for Shares hereunder or other incentive shares under this Plan and to allot, issue and deal with Shares pursuant to the exercise of any Options granted or other incentive shares granted under this Plan.

3. DURATION AND ADMINISTRATION

(A) Subject to paragraph 14, this Plan shall be valid and effective for the period commencing on the Adoption Date and ending on December 31, 2018 after which period no further Options or other incentive shares will be granted, but the provisions of this Plan shall in all other respects remain in full force and effect and the Grantees may exercise the Options or the other incentive shares in accordance with the terms upon which the Options or the other incentive shares are granted.

(B) This Plan shall be subject to the administration of the Board or a committee of the Board and the decision of the Board shall be final and binding on all parties. The Board shall have the right (i) to interpret and construe the provisions of the Plan, (ii) to determine the persons who will be awarded Options or other incentive shares under the Plan, and the number and Subscription Price of Options or other incentive shares awarded thereto, (iii) to make such appropriate and equitable adjustments to the terms of Options or the other incentive shares granted under the Plan as it deems necessary, (iv) amend, add to and/or delete any of the provisions of this Plan, provided that no such amendment, addition or deletion shall adversely affect the rights of any Grantee in respect of any Options or the other incentive shares granted to such Grantee, and (v) to make such other decisions or determinations as it shall deem appropriate in the administration of the Plan.

(C) No member of the Board shall be personally liable by reason of any contract or other instrument executed by such member or on his behalf in his capacity as a member of the Board nor for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each employee, officer or director of the Company to whom any duty or power relating to the administration or interpretation of the Plan may be allocated or delegated, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Plan unless arising out of such person's own fraud or bad faith.

4. OFFER AND GRANT OF OPTIONS

(A) On and subject to the terms of this Plan, the Board shall be entitled at any time during the life of the Plan to make an Offer to any Qualified Person as the Board may in its absolute discretion select to take up Options in respect of such number of Shares as the Board may determine at the Subscription Price. Options may be granted on such terms and conditions in relation to their vesting, exercise or otherwise (e.g. by linking their exercise to the attainment or performance of milestones by the Company, any Subsidiary, the Grantee or any group of Employees) as the Board may determine, provided such terms and conditions shall not be inconsistent with any other terms and conditions of this Plan.

(B) An Offer shall be made to a Qualified Person by Offer Letter in such form as the Board may from time to time determine requiring the Qualified Person to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of this Plan and shall remain open for acceptance by the Qualified Person to whom an Offer is made until 17.00 hours on the 15th business day following the Offer Date.

(C) An Offer shall be deemed to have been accepted and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect (with retrospective effect from the Offer Date) when the duplicate Offer Letter comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, together with a remittance in favour of the Company of RMB1.00 by way of consideration for the grant thereof, is received by the Company. Such remittance shall not be refundable.

(D) Any Offer may be accepted in respect of less than the number of Shares to which the offered Option relates. To the extent that the Offer is not accepted by 17.00 hours on the 15th business day following the Offer Date in the manner indicated in paragraph 4(C), it will be deemed to have been irrevocably declined.

5. SUBSCRIPTION PRICE AND VESTING SCHEDULE

(A) The Subscription Price and the Vesting Schedule shall be determined by the Board from time to time and shall be set out in the Offer Letter.

(B) There shall be no accelerated vesting of any Options except that with the prior approval of the Board vesting may be fully accelerated for a period of not more than one (1) year upon a change of control of the Company or the sale of all or substantially all of the assets of the Company.

6. EXERCISE OF OPTIONS

(A) An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option.

(B) An Option may be exercised in whole or in part in the manner as set out in paragraph 6(C) or 6(D) (as the case may be) by the Grantee (or his or her personal representatives) giving notice in writing to the Company in the form of the notice attached hereto as Schedule I stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. In the case of a Grantee who is a national or a resident of the PRC or of such other country or jurisdiction as the Board shall determine from time to time and notify to the Grantees, the notice exercising the Option shall include an undertaking in the form set out in the notice attached hereto as Schedule I confirming that the funds representing the Subscription Price payable under paragraph 6(C) upon exercise of the Option were obtained in accordance with applicable laws or regulations.

(C) Each notice of exercise of an Option must be accompanied by a remittance for the aggregate amount of the Subscription Price multiplied by the number of Shares in respect of which the notice is given. Within 28 days after receipt of the notice and remittance and, where appropriate, receipt of the Auditors' certificate pursuant to paragraph 9, the Company shall allot and issue or procure the allotment and issue of the relevant Option Shares to the Grantee (or his or her personal representative) credited as fully paid and issue to the Grantee (or his or her personal representative) a share certificate in respect of the Option Shares so allotted.

(D) Subject as hereinafter provided and subject to the terms and conditions upon which such Option was granted, particularly in the Offer Letter, the Option may be exercised by the Grantee at any time during the Option Period. In the following circumstances the Grantee may, to the extent permitted below, exercise the Option in according the timetable as indicated:-

(i) in the event of the Grantee ceasing to be an Employee by reason of his/her death, disability, retirement through ill health, redundancy, retrenchment or having reached the normal Group retirement age or for any other reason that the Board considers valid, before exercising the Option in full, the Grantee (or in the case of his/her death or total disability, his/her personal representative) may exercise the Option in full or in part, as the Grantee (or his/her representative, if applicable) may determine (to the extent not already exercised), in accordance with the provisions of paragraph 6(B);

(ii) if a general offer by way of takeover is made to all the holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) with the terms of the offer having been approved by the holders of not less than nine-tenths in value of the Shares comprised in the offer within 3 months from the date of the offer and the offeror thereafter gives a notice to acquire the remaining Shares, the Grantee (or, where appropriate, his or her legal personal representative) shall be entitled to exercise the Option in full (to the extent not already exercised) within 30 days after the date of such notice by the offeror;

(iii) if a compromise or arrangement between the Company and its members or creditors is proposed for the purposes of or in connection with a plan for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice to the Grantee on the same date as it despatches the notice to each member or creditor of the Company summoning the meeting to consider such a compromise or arrangement, and thereupon the Grantee (or his or her personal representative, if applicable) may, until the expiry of the period commencing with such date and ending with the earlier of the date two months thereafter and the date on which such compromise or arrangement becomes legally effective, provided that the relevant Option is not subject to a term or condition precedent to it being exercisable which has not been fulfilled, exercise any of his or her Options (to the extent not already exercised) whether in full or in part, subject to such compromise or arrangement becoming legally effective. Upon such compromise or arrangement becoming legally effective, all Options shall lapse except insofar as previously exercised under the Plan (including pursuant to the right granted under the proceeding sentence). The Company may require the Grantee (or his or her personal representative) to transfer or otherwise deal with the Option Shares issued in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Option Shares been subject to such compromise or arrangement;

(iv) in the event a notice is given by the Company to its shareholders to convene a shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to wind-up the Company voluntarily, the Company shall forthwith give notice thereof to the Grantee and the Grantee (or his or her legal personal representative, if applicable) may by notice in writing to the Company (such notice to be received by the Company not later than four (4) business days prior to the proposed shareholders' meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice and the Company shall as soon as possible and in any event no later than the day immediately prior to the date of the proposed shareholders' meeting, allot and issue such number of Option Shares to the Grantee which falls to be issued on such exercise; and

(v) in the event that the Grantee shall be employed by a Subsidiary and the shares in such Subsidiary (or in any other Subsidiary which is a holding company of such Subsidiary) shall be listed, or become publicly traded, on any recognised stock exchange, the Company may, if the Board considers it appropriate, give notice to the Grantee requiring the Grantee to exercise the Option (to the extent not already exercised) up to his or her entitlement at the date of such notice, or to the extent specified in such notice and on such other terms as to exercise period, etc. as the Board shall decide.

(E) Subject to paragraph 6(F), Option Shares will be subject to the provisions of the memorandum and articles of association of the Company for the time being in force and will rank pari passu with the fully paid Shares in issue as from the date of exercise of the Option and in particular will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of exercise of the Option other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor is before the date of exercise of the Option, provided always that when the date of exercise of the Option falls on a date upon which the register of members of the Company is closed then the exercise of the Option shall become effective on the first business day on which the register of members of the Company is re-opened.

(F) Prior to the expiry of the Option Period, any cancellation of Options granted but not exercised shall require the approval of the Board and the Grantee in question. Cancelled Options may be re-issued after such cancellation has been approved, provided that re-issued Options shall only be granted in compliance with the terms of this Plan.

7. LAPSE OF OPTION

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

(A) the expiry of the Option Period (subject to the provisions of paragraph 3(A));

(B) the expiry of the periods referred to in paragraph 6(D)(ii), (iii) or (v);

(C) subject to the plan of arrangement or plan for reconstruction or amalgamation becoming legally effective, the expiry of the period referred to in paragraph 6(D)(iv);

(D) the date on which the Grantee ceases to be an Employee by reason of his resignation or the termination of his or her employment on any ground other than those set out in paragraph 6(D)(i);

(E) the date of the commencement of the winding-up of the Company; and

(F) the date on which the Grantee commits a breach of paragraph 6(A).

8. RESTRICTED SHARES

(A) The Board, at any time and from time to time, may grant Restricted Shares to Grantees as the Board, in its sole discretion, shall determine. The Board, in its sole discretion, shall determine the number of Restricted Shares to be granted to each Grantee.

(B) Each award of Restricted Shares shall be evidenced by an award agreement that shall specify the period of restriction, the number of Restricted Shares granted, and such other terms and conditions as the Board, in its sole discretion, shall determine. Unless the Board determines otherwise, Restricted Shares shall be held by the Company as escrow agent until the restrictions on such Restricted Shares have lapsed.

(C) Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the Board may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Share). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Board determines at the time of the grant of the Award or thereafter.

(D) Except as otherwise determined by the Board at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the award agreement; provided, however, the Board may (a) provide in any Restricted Share award agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.

(E) Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Board shall determine. If certificates representing Restricted Shares are registered in the name of the Grantee, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

(F) Except as otherwise provided in this Article 8, Restricted Shares granted under the Plan shall be released from escrow as soon as practicable after the last day of the period of restriction. The Board, in its discretion, may accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Grantee shall be entitled to have any legend or legends under Section 8(E) removed from his or her share certificate, and the Shares shall be freely transferable by the Grantee, subject to applicable legal restrictions. The Board (in its discretion) may establish procedures regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Company.

9. MAXIMUM NUMBER OF SHARES SUBJECT TO OPTIONS

(A) The maximum number of incentive shares under this Plan and any other share incentive plan of the Company shall not, subject to paragraph 10, exceed eight percent (8%) of the Shares in issue on the date the offer of the grant of an Option is made or the date of the award agreement of the Restricted Shares is entered into, as applicable (excluding (i) any Shares issued upon the exercise of Options granted pursuant to this Plan and any other share option plan of the Company and (ii) any pro rata entitlements to further Shares issued in respect of those Shares mentioned in (i) during the period of ten consecutive years commencing on the Adoption Date).

(B) No Employee shall be granted an Option which, if exercised in full, would result in such Employee becoming entitled to subscribe for such number of Shares as, when aggregated with the total number of Shares already issued under all the Options previously granted to him which have been exercised, and, issuable under all the Options previously granted to him which are for the time being subsisting and unexercised, would exceed five percent (5%) of the aggregate number of Shares for the time being issued and issuable under this Plan.

(C) The maximum number of Shares referred to in paragraphs 9(A) and 9(B) will be adjusted, in such manner as an independent financial adviser or the Auditors (acting as experts and not as arbitrators) shall confirm to the Directors in writing in the terms set out in paragraph 10 below, in the event of any alteration in the capital structure of the Company whether by way of capitalisation of profits or reserves, rights issue, consolidation, sub-division or reduction of the share capital of the Company or otherwise howsoever.

10. REORGANISATION OF CAPITAL STRUCTURE

In the event of any alteration in the capital structure of the Company whilst any incentive share remains exercisable, whether by way of capitalisation of profits or reserves, rights issue, consolidation, sub-division, or reduction of the share capital of the Company or otherwise howsoever in accordance with legal requirements, other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party or an issue of shares pursuant to, or in connection with, any share incentive plan, share appreciation rights plan or any arrangement for remunerating or incentivising any employee, consultant or adviser to the Company or any Subsidiary or in the event of any distribution of the Company's capital assets to its shareholders on a pro rata basis (whether in cash or in specie) other than dividends paid out of the net profits attributable to its shareholders for each financial year of the Company, such corresponding alterations (if any) shall be made to:

(i) the number or nominal amount of Shares subject to the Option so far as unexercised or the amount of Restricted Shares that are still subject to restrictions;

(ii) the Subscription Price;

or any combination thereof, as an independent financial adviser or the Auditors shall confirm to the Directors in writing, either generally or as regard any particular Grantee, to have given a participant the same proportion (or rights in respect of the same proportion) of the equity capital as that to which that person was previously entitled, but that no such adjustments be made to the extent that a share would be issued at less than its nominal value. The capacity of the independent financial adviser or Auditors (as the case may be) in this paragraph is that of experts and not of arbitrators and their confirmation shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the independent financial adviser or Auditors (as the case may be) shall be borne by the Company.

12. SHARE CAPITAL

The exercise of any Option shall be subject to the members of the Company in general meeting approving any necessary increase in the authorised share capital of the Company. Subject thereto, the Board shall make available sufficient authorised but unissued share capital of the Company to meet subsisting requirements on the exercise of Options.

13. DISPUTES

Any dispute arising in connection with this Plan (whether as to the number of Shares which are the subject of an incentive share, the amount of the Subscription Price or otherwise) shall be referred to the decision of the Auditors, who shall act as experts and not as arbitrators and whose decision shall be final and binding upon all persons affected thereby.

14. ALTERATION OF THIS PLAN

This Plan may be altered in any respect by the prior approval of the Board, provided that no such alteration shall operate to affect adversely the terms of issue of any incentive shares granted or agreed to be granted prior to such alteration, except with the consent or sanction of such majority of the Grantees as would be required of the shareholders of the Company under the memorandum and/or articles of association for the time being of the Company for a variation of the rights attached to the Shares.

15. TERMINATION

The Board may at any time terminate the operation of this Plan and in such event no further incentive shares will be offered but in all other respects the provisions of this Plan shall remain in full force and effect.

16. MISCELLANEOUS

(A) This Plan shall not form part of any contract of employment between the Company or any Subsidiary and any Qualified Person or Grantee, and the rights and obligations of any Qualified Person or Grantee under the terms of his or her office or employment shall not be affected by his or her participation in this Plan or any right which he or she may have to participate in it and this Plan shall afford such Qualified Person or Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

(B) This Plan shall not confer on any person any legal or equitable right (other than those rights constituting the incentive shares themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.

(C) The Company shall bear the costs of establishing and administering this Plan.

(D) Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Shanghai, China or such other address as notified to the Grantee from time to time and, in the case of the Grantee, his or her address in China as notified to the Company from time to time.

(E) Any notice or other communication served by post:

(i) by the Company shall be deemed to have been served 24 hours after the same was put in the post; and

(ii) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.

(F) All allotments and issues of Shares will be subject to all necessary consents under any relevant legislation for the time being in force in Hong Kong and the Cayman Islands and a Grantee shall be responsible for obtaining any governmental or other official consent or approval that may be required by any country or jurisdiction in order to permit the grant or exercise of an incentive shares. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or approval or for any tax or other liability to which a Grantee may become subject as a result of his or her participation in this Plan.

(G) This Plan and all incentive shares granted hereunder shall be governed by and construed in accordance with the laws of Cayman Islands.

Schedule I

[Date]

[ ]

Noah Holdings Limited

Dear Sir,

Employee Share Option Plan

I hereby give notice that the Option granted to me under the Employee Share Option Plan ("the Plan") is hereby exercised in respect of [ ] Shares.

[As I am a national of or resident in the PRC] [or such other country or jurisdiction as the Board has determined and notified to the Grantees], this notice is required to be accompanied by an undertaking complying with the rules of the Plan.]* [Such undertaking is set out below, and therefore the Option to which this notice relates is deemed to be a Share Option.]

[I enclose the remittance of US$[ ], being the aggregate amount of the Subscription Price multiplied by the number of Shares in respect of which the Share Option is exercised.]* [I hereby undertake to the Company that the funds representing the Subscription Price were obtained in accordance with applicable laws and regulations.]*

I hereby [warrant and represent that [the exercise of the Share Option in accordance with this notice, the issue of Shares pursuant thereto, the registration of myself as the holder of the Shares, the exercise and enjoyment of the rights attaching to such Shares and the performance of the obligations of the Company and myself under the Plan]*

Words and expressions defined in the Plan have the same meanings in this letter.

Yours faithfully,

[name of Grantee]

* Please amend this notice appropriately to reflect that you are not a PRC national or resident, or national or resident of another country or jurisdiction which the Board has nominated, or if you are, that the notice includes the required undertaking, and accordingly, the Option is a Share Option as defined in the Plan.

Please note that further amendments may be required if the Option is being exercised by the Grantee's personal representatives.

If you require any assistance in preparing this notice, please contact [ ].

Exhibit 10.3

FORM OF INDEMNIFICATION AGREEMENT FOR DIRECTORS AND OFFICERS

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made as of _____, 2010, by and between Noah Holdings Limited, an exempted company duly incorporated and validly existing under the law of the Cayman Islands (the "Company"), and _____ (the "Indemnitee"), a director/an executive officer of the Company.

WHEREAS, the Indemnitee has agreed to serve as a director/an executive officer of the Company and in such capacity will render valuable services to the Company; and

WHEREAS, in order to induce and encourage highly experienced and capable persons such as the Indemnitee to serve as directors/executive officers of the Company, the board of directors of the Company (the "Board of Directors") has determined that this Agreement is not only reasonable and prudent, but necessary to promote and ensure the best interests of the Company and its shareholders;

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and other good and valuable consideration, including, without limitation, the service of the Indemnitee, the receipt of which hereby is acknowledged, and in order to induce the Indemnitee to serve as a director/an executive officer of the Company, the Company and the Indemnitee hereby agree as follows:

1. Definitions. As used in this Agreement:

(a) "Change in Control" shall mean a change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar or successor schedule or form) promulgated under the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Act"), whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred (irrespective of the applicability of the initial clause of this definition) if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Act, but excluding any trustee or other fiduciary holding securities pursuant to an employee benefit or welfare plan or employee share plan of the Company or any subsidiary of the Company, or any entity organized, appointed, established or holding securities of the Company with voting power for or pursuant to the terms of any such plan) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities without the prior approval of at least two-thirds of the Continuing Directors (as defined below) in office immediately prior to such person's attaining such interest; (ii) the Company is a party to a merger, consolidation, scheme of arrangement, sale of assets or other reorganization, or a proxy contest, as a consequence of which Continuing Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors of the Company (or any successor entity) thereafter; or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (including for this purpose any new director whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period) (such directors being referred to herein as "Continuing Directors") cease for any reason to constitute at least a majority of the Board of Directors of the Company.

(b) "Disinterested Director" with respect to any request by the Indemnitee for indemnification or advancement of expenses hereunder shall mean a director of the Company who neither is nor was a party to the Proceeding (as defined below) in respect of which indemnification or advancement is being sought by the Indemnitee.

(c) The term "Expenses" shall mean, without limitation, expenses of Proceedings, including attorneys' fees, disbursements and retainers, accounting and witness fees, expenses related to preparation for service as a witness and to service as a witness, travel and deposition costs, expenses of investigations, judicial or administrative proceedings and appeals, amounts paid in settlement of a Proceeding by or on behalf of the Indemnitee, costs of attachment or similar bonds, any expenses of attempting to establish or establishing a right to indemnification or advancement of expenses, under this Agreement, the Company's Memorandum of Association and Articles of Association as currently in effect (the "Articles"), applicable law or otherwise, and reasonable compensation for time spent by the Indemnitee in connection with the investigation, defense or appeal of a Proceeding or action for indemnification for which the Indemnitee is not otherwise compensated by the Company or any third party. The term "Expenses" shall not include the amount of judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually levied against or sustained by the Indemnitee to the extent sustained after final adjudication.

(d) The term "Independent Legal Counsel" shall mean any firm of attorneys reasonably selected by the Board of Directors of the Company, so long as such firm has not represented the Company, the Company's subsidiaries or affiliates, the Indemnitee, any entity controlled by the Indemnitee, or any party adverse to the Company, within the preceding five (5) years. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee's right to indemnification or advancement of expenses under this Agreement, the Company's Articles, applicable law or otherwise.

(e) The term "Proceeding" shall mean any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, or other proceeding (including, without limitation, an appeal therefrom), formal or informal, whether brought in the name of the Company or otherwise, whether of a civil, criminal, administrative or investigative nature, and whether by, in or involving a court or an administrative, other governmental or private entity or body (including, without limitation, an investigation by the Company or its Board of Directors), by reason of (i) the fact that the Indemnitee is or was a director/an executive officer of the Company, or is or was serving at the request of the Company as an agent of another enterprise, whether or not the Indemnitee is serving in such capacity at the time any liability or expense is incurred for which indemnification or reimbursement is to be provided under this Agreement, (ii) any actual or alleged act or omission or neglect or breach of duty, including, without limitation, any actual or alleged error or misstatement or misleading statement, which the Indemnitee commits or suffers while acting in any such capacity, or (iii) the Indemnitee attempting to establish or establishing a right to indemnification or advancement of expenses pursuant to this Agreement, the Company's Articles, applicable law or otherwise.

(f) The phrase "serving at the request of the Company as an agent of another enterprise" or any similar terminology shall mean, unless the context otherwise requires, serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic. The phrase "serving at the request of the Company" shall include, without limitation, any service as a director/an executive officer of the Company which imposes duties on, or involves services by, such director/executive officer with respect to the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans, such plan's participants or beneficiaries or any other enterprise, foreign or domestic. In the event that the Indemnitee shall be a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic, 50% or more of the ordinary shares, combined voting power or total equity interest of which is owned by the Company or any subsidiary or affiliate thereof, then it shall be presumed conclusively that the Indemnitee is so acting at the request of the Company.

2. Services by the Indemnitee. [For an independent director: The Indemnitee agrees to serve as a director of the Company under the terms of the director agreement with the Company for so long as the Indemnitee is duly elected or appointed or until such time as the Indemnitee tenders a resignation in writing or is removed as a director; provided, however, that the Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or other obligation imposed on the Indemnitee by operation of law).] [For a non-executive, non-independent director: The Indemnitee agrees to serve as a director of the Company for so long as the Indemnitee is duly elected or appointed or until such time as the Indemnitee tenders a resignation in writing or is removed as a director; provided, however, that the Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or other obligation imposed on the Indemnitee by operation of law).] [For an executive officer: The Indemnitee agrees to serve as an executive officer of the Company under the terms of the Indemnitee's agreement with the Company until such time as the Indemnitee's employment is terminated for any reason.] [For Jingbo Wang, Zhe Yin, Boquan He, and Chia-Yue Chang: In addition, the Indemnitee agrees to hold equity interest of Shanghai Noah Investment Management Co., Ltd. and its subsidiaries on behalf of the Company or any of its subsidiaries until such time as the Indemnitee's employment with the Company is terminated for any reason.]

3. Proceedings By or In the Right of the Company. The Company shall indemnify the Indemnitee if the Indemnitee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director/an executive officer of the Company [or an owner of equity interest in Shanghai Noah Investment Management Co., Ltd. or its subsidiaries], or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in connection with the defense or settlement of such a Proceeding, to the fullest extent permitted by applicable law.

4. Proceeding Other Than a Proceeding By or In the Right of the Company. The Company shall indemnify the Indemnitee if the Indemnitee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding (other than a Proceeding by or in the right of the Company), by reason of the fact that the Indemnitee is or was a director/an executive officer of the Company [or an owner of equity interest in Shanghai Noah Investment Management Co., Ltd. or its subsidiaries], or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in connection with such a Proceeding, to the fullest extent permitted by applicable law; provided, however, that any settlement of a Proceeding must be approved in advance in writing by the Company (which approval shall not be unreasonably withheld).

5. Indemnification for Costs, Charges and Expenses of Witness or Successful Party. Notwithstanding any other provision of this Agreement (except as set forth in subparagraph 9(a) hereof), and without a requirement for determination as required by Paragraph 8 hereof, to the extent that the Indemnitee (a) has prepared to serve or has served as a witness in any Proceeding in any way relating to (i) the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans or such plan's participants or beneficiaries or (ii) anything done or not done by the Indemnitee as a director/an executive officer of the Company[or as an owner of equity interest in Shanghai Noah Investment Management Co., Ltd. or its subsidiaries] or in connection with serving at the request of the Company as an agent of another enterprise, or (b) has been successful in defense of any Proceeding or in defense of any claim, issue or matter therein, on the merits or otherwise, including the dismissal of a Proceeding without prejudice or the settlement of a Proceeding without an admission of liability, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith to the fullest extent permitted by applicable law.

6. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in the investigation, defense, appeal or settlement of any Proceeding, but not, however, for the total amount of the Indemnitee's Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, then the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses, judgments, fines, interest penalties or excise taxes to which the Indemnitee is entitled.

7. Advancement of Expenses. The Expenses incurred by the Indemnitee in any Proceeding shall be paid promptly by the Company in advance of the final disposition of the Proceeding at the written request of the Indemnitee to the fullest extent permitted by applicable law; provided, however, that the Indemnitee shall set forth in such request reasonable evidence that such Expenses have been incurred by the Indemnitee in connection with such Proceeding, a statement that such Expenses do not relate to any matter described in subparagraph 9(a) of this Agreement, and an undertaking in writing to repay any advances if it is ultimately determined as provided in subparagraph 8(b) of this Agreement that the Indemnitee is not entitled to indemnification under this Agreement.

8. Indemnification Procedure; Determination of Right to Indemnification.

(a) Promptly after receipt by the Indemnitee of notice of the commencement of any Proceeding, the Indemnitee shall, if a claim for indemnification or advancement of Expenses in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof in writing. The omission to so notify the Company will not relieve the Company from any liability which the Company may have to the Indemnitee under this Agreement unless the Company shall have lost significant substantive or procedural rights with respect to the defense of any Proceeding as a result of such omission to so notify.

(b) The Indemnitee shall be conclusively presumed to have met the relevant standards of conduct, if any, as defined by applicable law, for indemnification pursuant to this Agreement and shall be absolutely entitled to such indemnification, unless a determination is made that the Indemnitee has not met such standards by (i) the Board of Directors by a majority vote of a quorum thereof consisting of Disinterested Directors, (ii) the shareholders of the Company by majority vote of a quorum thereof consisting of shareholders who are not parties to the Proceeding due to which a claim for indemnification is made under this Agreement, (iii) Independent Legal Counsel as set forth in a written opinion (it being understood that such Independent Legal Counsel shall make such determination only if the quorum of Disinterested Directors referred to in clause (i) of this subparagraph 8(b) is not obtainable or if the Board of Directors of the Company by a majority vote of a quorum thereof consisting of Disinterested Directors so directs), or (iv) a court of competent jurisdiction; provided, however, that if a Change of Control shall have occurred and the Indemnitee so requests in writing, such determination shall be made only by a court of competent jurisdiction.

(c) If a claim for indemnification or advancement of Expenses under this Agreement is not paid by the Company within thirty (30) days after receipt by the Company of written notice thereof, the rights provided by this Agreement shall be enforceable by the Indemnitee in any court of competent jurisdiction. Such judicial proceeding shall be made de novo. The burden of proving that indemnification or advances are not appropriate shall be on the Company. Neither the failure of the directors or shareholders of the Company or Independent Legal Counsel to have made a determination prior to the commencement of such action that indemnification or advancement of Expenses is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, if any, nor an actual determination by the directors or shareholders of the Company or Independent Legal Counsel that the Indemnitee has not met the applicable standard of conduct shall be a defense to an action by the Indemnitee or create a presumption for the purpose of such an action that the Indemnitee has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself (i) create a presumption that the Indemnitee did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Company and/or its shareholders, and, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his conduct was unlawful or (ii) otherwise adversely affect the rights of the Indemnitee to indemnification or advancement of Expenses under this Agreement, except as may be provided herein.

(d) If a court of competent jurisdiction shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication (including, but not limited to, any appellate proceedings).

(e) With respect to any Proceeding for which indemnification or advancement of Expenses is requested, the Company will be entitled to participate therein at its own expense and, except as otherwise provided below, to the extent that it may wish, the Company may assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense of a Proceeding, the Company will not be liable to the Indemnitee under this Agreement for any Expenses subsequently incurred by the Indemnitee in connection with the defense thereof, other than as provided below. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. The Indemnitee shall have the right to employ his own counsel in any Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense of the Proceeding shall be at the expense of the Indemnitee, unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of a Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of a proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be advanced by the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee has reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee.

9. Limitations on Indemnification. No payments pursuant to this Agreement shall be made by the Company:

(a) To indemnify or advance funds to the Indemnitee for Expenses with respect to (i) Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under applicable law or (ii) Expenses incurred by the Indemnitee in connection with preparing to serve or serving, prior to a Change in Control, as a witness in cooperation with any party or entity who or which has threatened or commenced any action or proceeding against the Company, or any director, officer, employee, trustee, agent, representative, subsidiary, parent corporation or affiliate of the Company, but such indemnification or advancement of Expenses in each such case may be provided by the Company if the Board of Directors finds it to be appropriate;

(b) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, and sustained in any Proceeding for which payment is actually made to the Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) To indemnify the Indemnitee for any Expenses, judgments, fines, expenses or penalties sustained in any Proceeding for an accounting of profits made from the purchase or sale by the Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Act or similar provisions of any foreign or United States federal, state or local statute or regulation;

(d) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, for which the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

(e) To indemnify the Indemnitee for any Expenses (including without limitation any Expenses relating to a Proceeding attempting to enforce this Agreement), judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, on account of the Indemnitee's conduct if such conduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct, including, without limitation, breach of the duty of loyalty; or

(f) If a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful.

10. Continuation of Indemnification. All agreements and obligations of the Company contained herein shall continue during the period that the Indemnitee is a director/an executive officer of the Company [or an owner of equity interest in Shanghai Noah Investment Management Co., Ltd. or its subsidiaries] (or is or was serving at the request of the Company as an agent of another enterprise, foreign or domestic) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was a director/an executive officer of the Company, [an owner of equity interest in Shanghai Noah Investment Management Co., Ltd. or its subsidiaries] or serving in any other capacity referred to in this Paragraph 10.

11. Indemnification Hereunder Not Exclusive. The indemnification provided by this Agreement shall not be deemed to be exclusive of any other rights to which the Indemnitee may be entitled under the Company's Articles, any agreement, vote of shareholders or vote of Disinterested Directors, provisions of applicable law, or otherwise, both as to action or omission in the Indemnitee's official capacity and as to action or omission in another capacity on behalf of the Company while holding such office.

12. Successors and Assigns.

(a) This Agreement shall be binding upon the Indemnitee, and shall inure to the benefit of, the Indemnitee and the Indemnitee's heirs, executors, administrators and assigns, whether or not the Indemnitee has ceased to be a director/an executive officer, [or an owner of equity interest in Shanghai Noah Investment Management Co., Ltd. or its subsidiaries] and the Company and its successors and assigns. Upon the sale of all or substantially all of the business, assets or share capital of the Company to, or upon the merger of the Company into or with, any corporation, partnership, joint venture, trust or other person, this Agreement shall inure to the benefit of and be binding upon both the Indemnitee and such purchaser or successor person. Subject to the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party hereto.

(b) If the Indemnitee is deceased and is entitled to indemnification under any provision of this Agreement, the Company shall indemnify the Indemnitee's estate and the Indemnitee's spouse, heirs, executors, administrators and assigns against, and the Company shall, and does hereby agree to assume, any and all Expenses actually and reasonably incurred by or for the Indemnitee or the Indemnitee's estate, in connection with the investigation, defense, appeal or settlement of any Proceeding. Further, when requested in writing by the spouse of the Indemnitee, and/or the Indemnitee's heirs, executors, administrators and assigns, the Company shall provide appropriate evidence of the Company's agreement set out herein to indemnify the Indemnitee against and to itself assume such Expenses.

13. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

14. Severability. Each and every paragraph, sentence, term and provision of this Agreement is separate and distinct so that if any paragraph, sentence, term or provision thereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, unlawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Agreement may be modified by a court of competent jurisdiction to preserve its validity and to provide the Indemnitee with the broadest possible indemnification permitted under applicable law. The Company's inability, pursuant to a court order or decision, to perform its obligations under this Agreement shall not constitute a breach of this Agreement.

15. Savings Clause. If this Agreement or any paragraph, sentence, term or provision hereof is invalidated on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify the Indemnitee as to any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are incurred with respect to any Proceeding to the fullest extent permitted by any (a) applicable paragraph, sentence, term or provision of this Agreement that has not been invalidated or (b) applicable law.

16. Interpretation; Governing Law. This Agreement shall be construed as a whole and in accordance with its fair meaning and any ambiguities shall not be construed for or against either party. Headings are for convenience only and shall not be used in construing meaning. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without regard to the conflict of laws principles thereof.

17. Amendments. No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought. The indemnification rights afforded to the Indemnitee hereby are contract rights and may not be diminished, eliminated or otherwise affected by amendments to the Company's Articles, or by other agreements, including directors' and officers' liability insurance policies, of the Company.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other.

19. Notices. Any notice required to be given under this Agreement shall be directed to Ms. Jingbo Wang of the Company at 6th Floor, Times Finance Center, No. 68 Middle Yincheng Road, Pudong, Shanghai 200120, People's Republic of China, and to the Indemnitee at _____ or to such other address as either shall designate to the other in writing.

[The remainder of this page is intentionally left blank.]

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

INDEMNITEE

_____
Name:

NOAH HOLDINGS LIMITED

By: _____
Name:
Title:

Exhibit 10.4

FORM OF EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of _____, 2010 by and between Noah Holdings Limited, a company incorporated and existing under the laws of the Cayman Islands (the "Company") and _____, an individual (the "Executive"). The term "Company" as used herein with respect to all obligations of the Executive hereunder shall be deemed to include the Company and all of its direct or indirect parent companies, subsidiaries, affiliates, or subsidiaries or affiliates of its parent companies (collectively, the "Group").

RECITALS

A. The Company desires to employ the Executive and to assure itself of the services of the Executive during the term of Employment (as defined below).

B. The Executive desires to be employed by the Company during the term of Employment and under the terms and conditions of this Agreement.

AGREEMENT

The parties hereto agree as follows:

1. POSITION

The Executive hereby accepts a position of _____ (the "Employment") of the Company.

2. TERM

Subject to the terms and conditions of this Agreement, the initial term of the Employment shall be [three] years, commencing on _____, _____ (the "Effective Date"), until _____, _____, unless terminated earlier pursuant to the terms of this Agreement. Upon expiration of the initial [three-year] term, the Employment shall be automatically extended for successive one-year terms unless either party gives the other party hereto a prior written notice to terminate the Employment prior to the expiration of such one-year term or unless terminated earlier pursuant to the terms of this Agreement.

3. DUTIES AND RESPONSIBILITIES

The Executive's duties at the Company will include all jobs assigned by the Board of Directors of the Company (the "Board")[, or if authorized by the Board, by the Company's Chief Executive Officer].

The Executive shall devote all of his/her working time, attention and skills to the performance of his/her duties at the Company and shall faithfully and diligently serve the Company in accordance with this Agreement and the guidelines, policies and procedures of the Company approved from time to time by the Board.

The Executive shall use his/her best efforts to perform his/her duties hereunder. The Executive shall not, without the prior written consent of the Board, become an employee of any entity other than the Company and any subsidiary or affiliate of the Company, and shall not be concerned or interested in the business or entity that competes with that carried on by the Company (any such business or entity, a "Competitor"), provided that nothing in this clause shall preclude the Executive from holding any shares or other securities of any Competitor that is listed on any securities exchange or recognized securities market anywhere. The Executive shall notify the Company in writing of his/her interest in such shares or securities in a timely manner and with such details and particulars as the Company may reasonably require.

4. NO BREACH OF CONTRACT

The Executive hereby represents to the Company that: (i) the execution and delivery of this Agreement by the Executive and the performance by the Executive of the Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which the Executive is a party or otherwise bound, except for agreements that are required to be entered into by and between the Executive and any member of the Group pursuant to applicable law of the jurisdiction where the Executive is based, if any; (ii) that the Executive has no information (including, without limitation, confidential information and trade secrets) relating to any other person or entity which would prevent, or be violated by, the Executive entering into this Agreement or carrying out his/her duties hereunder; (iii) that the Executive is not bound by any confidentiality, trade secret or similar agreement (other than this) with any other person or entity except for other member(s) of the Group, as the case may be.

5. LOCATION

The Executive will be based in _____, China or any other location as requested by the Company during the term of this Agreement.

6. COMPENSATION AND BENEFITS

(a) Cash Compensation. The Executive's cash compensation (including salary and bonus) shall be determined by the Company and specified in a standalone agreement between the Executive and the Company's designated subsidiary or affiliated entity and such compensation is subject to annual review and adjustment by the Company.

(b) Equity Incentives. To the extent the Company adopts and maintains a share incentive plan, the Executive will be eligible for participating in such plan pursuant to the terms thereof as determined by the Company.

(c) Benefits. The Executive is eligible for participation in any standard employee benefit plan of the Company that currently exists or may be adopted by the Company in the future, including, but not limited to, any retirement plan, life insurance plan, health insurance plan and travel/holiday plan.

7. TERMINATION OF THE AGREEMENT

(a) By the Company. The Company may terminate the Employment for cause, at any time, without advance notice or remuneration, if (1) the Executive is convicted or pleads guilty to a felony or to an act of fraud, misappropriation or embezzlement, (2) the Executive has been negligent or acted dishonestly to the detriment of the Company, (3) the Executive has engaged in actions amounting to misconduct or failed to perform his/her duties hereunder and such failure continues after the Executive is afforded a reasonable opportunity to cure such failure, (4) the Executive has died, or (5) the Executive has a disability which shall mean a physical or mental impairment which, as reasonably determined by the Board, renders the Executive unable to perform the essential functions of his/her employment with the Company, even with reasonable accommodation that does not impose an undue hardship on the Company, for more than 180 days in any 12-month period, unless a longer period is required by applicable law, in which case that longer period would apply. In addition, the Company may terminate the Employment without cause, at any time, upon one-month prior written notice to the Executive. Upon termination without cause, the Company shall provide the Executive with a severance payment in cash in an amount equal to the Executive's [one-year] salary at the then current rate. Under such circumstance, the Executive agrees not to make any further claims for compensation for loss of office, accrued remuneration, fees, wrongful dismissal or any other claim whatsoever against the Company or its subsidiaries or the respective officers or employees of any of them.

(b) By the Executive. If there is a material and substantial reduction in the Executive's existing authority and responsibilities, the Executive may resign upon one-month prior written notice to the Company. In addition, the Executive may resign prior to the expiration of the Agreement if such resignation is approved by the Board or an alternative arrangement with respect to the Employment is agreed to by the Board.

(c) Notice of Termination. Any termination of the Executive's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination.

8. CONFIDENTIALITY AND NONDISCLOSURE

(a) Confidentiality and Non-disclosure. In the course of the Executive's services, the Executive may have access to the Company and/or the Company's customer/supplier's and/or prospective customer/supplier's trade secrets and confidential information, including but not limited to those embodied in memoranda, manuals, letters or other documents, computer disks, tapes or other information storage devices, hardware, or other media or vehicles, pertaining to the Company and/or the Company's customer/supplier's and/or prospective customer/supplier's business. All such trade secrets and confidential information are considered confidential. All materials containing any such trade secret and confidential information are the property of the Company and/or the Company's customer/supplier and/or prospective customer/supplier, and shall be returned to the Company and/or the Company's customer/supplier and/or prospective customer/supplier upon expiration or earlier termination of this Agreement. The Executive shall not directly or indirectly disclose or use any such trade secret or confidential information, except as required in the performance of the Executive's duties in connection with the Employment, or pursuant to applicable law.

(b) Trade Secrets. During and after the Employment, the Executive shall hold the Trade Secrets in strict confidence; the Executive shall not disclose these Trade Secrets to anyone except other employees of the Company who have a need to know the Trade Secrets in connection with the Company's business. The Executive shall not use the Trade Secrets other than for the benefits of the Company.

"Trade Secrets" means information deemed confidential by the Company, treated by the Company or which the Executive know or ought reasonably to have known to be confidential, and trade secrets, including without limitation designs, processes, pricing policies, methods, inventions, conceptions, technology, technical data, financial information, corporate structure and know-how, relating to the business and affairs of the Company and its subsidiaries, affiliates and business associates, whether embodied in memoranda, manuals, letters or other documents, computer disks, tapes or other information storage devices, hardware, or other media or vehicles. Trade Secrets do not include information generally known or released to public domain through no fault of yours.

(c) Former Employer Information. The Executive agrees that he has not and will not, during the term of his/her employment, (i) improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity with which the Executive has an agreement or duty to keep in confidence information acquired by Executive, if any, or (ii) bring into the premises of Company any document or confidential or proprietary information belonging to such former employer, person or entity unless consented to in writing by such former employer, person or entity. The Executive will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation of the foregoing.

(d) Third Party Information. The Executive recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Executive agrees that the Executive owes the Company and such third parties, during the Executive's employment by the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm and to use it in a manner consistent with, and for the limited purposes permitted by, the Company's agreement with such third party.

This Section 8 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 8, the Company shall have right to seek remedies permissible under applicable law.

9. INVENTIONS

(a) Inventions Retained and Licensed. The Executive has attached hereto, as Schedule A, a list describing all inventions, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, original works of authorship and trade secrets made or conceived by or belonging to the Executive (whether made solely by the Executive or jointly with others) that (i) were developed by Executive prior to the Executive's employment by the Company (collectively, "Prior Inventions"), (ii) relate to the Company' actual or proposed business, products or research and development, and (iii) are not assigned to the Company hereunder; or, if no such list is attached, the Executive represents that there are no such Prior Inventions. Except to the extent set forth in Schedule A, the Executive hereby acknowledges that, if in the course of his/her service for the Company, the Executive incorporates into a Company product, process or machine a Prior Invention owned by the Executive or in which he has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide right and license (which may be freely transferred by the Company to any other person or entity) to make, have made, modify, use, sell, sublicense and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) Disclosure and Assignment of Inventions. The Executive understands that the Company engages in research and development and other activities in connection with its business and that, as an essential part of the Employment, the Executive is expected to make new contributions to and create inventions of value for the Company.

From and after the Effective Date, the Executive shall disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets (collectively, the "Inventions"), which the Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of the Executive's Employment at the Company. The Executive acknowledges that copyrightable works prepared by the Executive within the scope of and during the period of the Executive's Employment with the Company are "works for hire" and that the Company will be considered the author thereof. The Executive agrees that all the Inventions shall be the sole and exclusive property of the Company and the Executive hereby assign all his/her right, title and interest in and to any and all of the Inventions to the Company or its successor in interest without further consideration.

(c) Patent and Copyright Registration. The Executive agrees to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights, and other legal protection for the Inventions. The Executive will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. The Executive's obligations under this paragraph will continue beyond the termination of the Employment with the Company, provided that the Company will reasonably compensate the Executive after such termination for time or expenses actually spent by the Executive at the Company's request on such assistance. The Executive appoints the Secretary of the Company as the Executive's attorney-in-fact to execute documents on the Executive's behalf for this purpose.

(d) Return of Confidential Material. In the event of the Executive's termination of employment with the Company for any reason whatsoever, Executive agrees promptly to surrender and deliver to the Company all records, materials, equipment, drawings, documents and data of any nature pertaining to any confidential information or to his/her employment, and Executive will not retain or take with him or her any tangible materials or electronically stored data, containing or pertaining to any confidential information that Executive may produce, acquire or obtain access to during the course of his/her employment.

This Section 9 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 9, the Company shall have right to seek remedies permissible under applicable law.

10. CONFLICTING EMPLOYMENT.

The Executive hereby agrees that, during the term of his/her employment with the Company, he will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of the Executive's employment, nor will the Executive engage in any other activities that conflict with his/her obligations to the Company without the prior written consent of the Company.

11. NON-COMPETITION AND NON-SOLICITATION

In consideration of the compensation provided to the Executive by the Company hereunder, the adequacy of which is hereby acknowledged by the parties hereto, the Executive agrees that during the term of the Employment and for a period of two years following the termination of the Employment for whatever reason:

(a) The Executive will not approach clients, customers or contacts of the Company or other persons or entities introduced to the Executive in the Executive's capacity as a representative of the Company for the purposes of doing business with such persons or entities which will harm the business relationship between the Company and such persons and/or entities;

(b) unless expressly consented to by the Company, the Executive will not assume employment with or provide services as a director or otherwise for any Competitor, or engage, whether as principal, partner, licensor or otherwise, in any Competitor; and

(c) unless expressly consented to by the Company, the Executive will not seek directly or indirectly, by the offer of alternative employment or other inducement whatsoever, to solicit the services of any employee of the Company employed as at or after the date of such termination, or in the year preceding such termination.

The provisions contained in Section 12 are considered reasonable by the Executive and the Company. In the event that any such provisions should be found to be void under applicable laws but would be valid if some part thereof was deleted or the period or area of application reduced, such provisions shall apply with such modification as may be necessary to make them valid and effective.

This Section 11 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 11, the Executive acknowledges that there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate). In any event, the Company shall have right to seek all remedies permissible under applicable law.

13. WITHHOLDING TAXES

Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such national, provincial, local or any other income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

14. ASSIGNMENT

This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that (i) the Company may assign or transfer this Agreement or any rights or obligations hereunder to any member of the Group without such consent, and (ii) in the event of a merger, consolidation, or transfer or sale of all or substantially all of the assets of the company with or to any other individual(s) or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder.

15. SEVERABILITY

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Executive and the Company regarding the terms of the Employment and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The Executive acknowledges that he has not entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set forth in this Agreement. Any amendment to this Agreement must be in writing and signed by the Executive and the Company.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the State of New York, USA.

18. AMENDMENT

This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.

19. WAIVER

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

20. NOTICES

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made if (i) delivered by hand, (ii) otherwise delivered against receipt therefor, (iii) sent by a recognized courier with next-day or second-day delivery to the last known address of the other party; or (iv) sent by e-mail with confirmation of receipt.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

22. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

[Remainder of this page intentionally has been intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Noah Holdings Limited

By: _____
Name:
Title:

Executive

Signature: _____
Name:

Schedule A

List of Prior Inventions

Title	Date	Identifying Number or Brief Description

_____ No inventions or improvements

_____ Additional Sheets Attached

Signature of Executive: _____

Print Name of Executive: _____

Date: _____

Exhibit 10.5

Execution copy

Exclusive Option Agreement

THIS EXCLUSIVE OPTION AGREEMENT (this "Agreement") is made on September 3, 2007, in Shanghai, the People's Republic of China, by and among:

Party A: Shanghai Fuzhou Investment Consulting Co., Ltd.
Legal address: 9th Floor, Jinsui Mansion, No. 379 South Pudong Road Pudong New Area, Shanghai 200120, China

Party B:

Name	Address	ID Number
WANG Jingbo	Room 101, No. 13, Lane 666, Longdong Avenue, Pudong New District, Shanghai, PRC	510102197206082866
YIN Zhe	Room 301, No. 7, Lane 839, Yunshan Road, Pudong New District, Shanghai, PRC	310106197411053210
ZHANG Xinjun	No. 22, Lane 242, Tiantong Road, Hongkou District, Shanghai, PRC	310109197412220825
WEI Yan	Room 501, No. 36, Lane 199, Biyun Road, Pudong New District, Shanghai, PRC	512323197702050024
HE Boquan	Room 13-15, 32nd Floor, No. 183-187 Daduhui Plaza, North Tianhe Road, Tianhe District, Guangzhou City, Guangdong Province, PRC	442000601107545
YAN Qianghua	Room 505-506, No. 22, Lane 2185, YAN Qianghua North Zhongshan Road, Putuo District, Shanghai, PRC	310107195601070844

In this Agreement, Party A and Party B are referred to collectively as the "Parties", individually the "Party"; WANG Jingbo, YIN Zhe, ZHANG Xinjun, WEI Yan, HE Boquan and YAN Qianghua are referred to collectively as Party B, individually the "Existing Shareholder".

WHEREAS:

(1) Party A is a wholly foreign owned enterprise legally incorporated and validly existing under the laws of the People's Republic of China with full status as an entity incorporated;

(2) Each of WANG Jingbo, YIN Zhe, ZHANG Xinjun, WEI Yan, HE Boquan and YAN Qianghua owns, respectively, 46%, 12%, 4%, 3%, 25% and 10% of the registered capital of Shanghai Noah Investment Management Co., Ltd. (the "Company");

(3) Each of WANG Jingbo, YIN Zhe, ZHANG Xinjun, WEI Yan, HE Boquan and YAN Qianghua desires to grant an irrevocable and exclusive right to Party A and/or any entity or individual designated by Party A, whereby Party A and/or such entity or individual designated by Party A may purchase, directly or indirectly, all or part of the shares of the Company owned by WANG Jingbo, YIN Zhe, ZHANG Xinjun, WEI Yan, HE Boquan and YAN Qianghua; and

(4) In connection with signing this Agreement, the Parties will also enter into a certain Share Pledge Agreement, according to which Party B agrees to pledge all of the shares of the Company owned by it in favor of Party A.

NOW, THEREFORE, with consideration of the foregoing and mutual promises and agreements of the Parties, the Parties agree as follows:

I. Exclusive Right

1. Grant of the exclusive right: Party B hereby grants to Party A or any third party deemed appropriate at the discretion of Party A (i.e., designated by Party A) an irrevocable and exclusive right, i.e.:
    a. As long as the laws and regulations of the PRC permit, Party A or its designated third party is entitled to purchase all or part of the shares of the Company owned by Party B at any time.
    b. Party A has the right, but is not obliged, to purchase or procure any third party to purchase all or part of the shares of the Company owned by Party B.
    c. Party B may not transfer the shares of the Company owned by it to any other party unless upon waiver of the foregoing exclusive right by Party A, i.e., Party B shall procure no entity other than Party A or the third party designated by it may purchase shares of the Company.
2. Exercise of the exclusive right
    a. As long as the laws and regulations of the PRC permits, Party A has the absolute and sole discretion to decide the time, manner of frequency of its exercise of the exclusive right. Party A may exercise its right to purchase shares of the Company at any time, provided it shall provide a written notice to Party B specifying the number of shares it intends to purchase (the "Exercise Notice").
    b. Party A may exercise its right to purchase shares of the Company by any of the following ways, including without limitation:
        i. At the minimum value then permitted under the laws of the PRC, or any higher value decided at the sole discretion of Party A (the "Transfer Price");

ii. Perfect the pledge provided under the Share Pledge Agreement; and

iii. Purchase shares of the Company by any other means and considerations appropriate in the opinion of Party A.

c. If the laws of the PRC permits Party A and/or any other entity or individual designated by it to hold all of the shares of the Company, Party A may elect to make exercise of its exclusive right once and for all, whereby Party A and/or any other entity or individual designated by it will purchase all shares of the Company from its Existing Shareholders at one time. If the laws of the PRC permits party A and/or any other entity or individual designated by it to hold only part of the shares of the Company, Party A may determine the number of shares it elects to purchase within the maximum shareholding percentage allowed under the laws of the PRC (the "Maximum Shareholding Percentage"), whereby Party A and/or any other entity or individual designated by it will purchase such number of shares of the Company from its Existing Shareholders; under such circumstance, Party A may exercise its exclusive right to purchase shares of the Company by installments to the extent in accordance with the liberalization of the shareholding percentage provided under the laws of the PRC, with the purpose to acquiring all shares of the Company.

d. Upon exercise of its purchase right by Party A, each of the Existing Shareholders shall transfer to Party A and/or any other entity or individual designated by Party A the shares of the Company owned by it in proportion to its shareholding percentage in the Company and the number of shares to purchased by Party A in connection with such exercise. Party A and/or any other entity or individual designated by Party A shall pay share transfer price to each of the Existing Shareholders for the number of shares of the Company purchased by it in connection with its exercise of purchase right.

e. Each of the Existing Shareholders hereby undertakes and warrants, jointly and severally, that upon issue of Exercise Notice by Party A:

i. It shall immediately convene shareholders' meeting, pass resolutions thereat and take all actions necessary for approval of transfer of all the shares of the Company owned by it to Party A and/or any other entity or individual designated by Party A at the share transfer price;

ii. It shall immediately enter into a share transfer agreement with Party A and/or any other entity or individual designated by Party A, whereby it will transfer all the shares of the Company owned by it to Party A and/or any other entity or individual designated by Party A at the share transfer price;

iii. It shall provide the support necessary for transfer of all the shares of the Company owned by it to Party A and/or any other entity or individual designated by Party A without any encumbrance in accordance with requests of Party A and laws and regulations.

f. Upon signing this Agreement, each of the Existing Shareholders shall severally sign a power of attorney (the "Power of Attorney"), appointing any person designated by Party A to sign on its behalf any and all documents necessary for transfer of all the shares of the Company owned by it to Party A and/or any other entity or individual designated by Party A without any encumbrance. The Power of Attorney shall be maintained by Party A and, if necessary, may be executed in any number of counterparts at the request of Party A at any time and submitted to competent government agencies.

II. Representations and Warranties

1. Upon signing this Agreement, Party A represents and warrants to Party B as follows:

a. Party A is a wholly foreign owned enterprise incorporated under the laws of the PRC;

b. Party A has received all permits and authorizations necessary and appropriate for it to execute, deliver and perform this Agreement, and the execution, delivery and performance of this Agreement is consistent with the business scope, articles of association and other corporate documents of Party A;

c. Execution, delivery and performance of this Agreement by Party A is in no violation with any laws, regulations, and government licenses, circulars or any other documents then applicable to Party A, or any agreements with any other party to which Party A is a party; and

d. This Agreement, once executed, shall have legal effect and be duly performed by Party A.

2. Upon signing this Agreement, Party B warrants as follows:

a. The Company is a company with limited liability duly incorporated and existing under the laws of the PRC;

b. Party B has received all permits and authorizations necessary and appropriate for its execution, delivery and performance of this Agreement;

c. Execution, delivery and performance of this Agreement by Party B is in no violation with any laws, regulations, and government licenses, circulars or any other documents then applicable to Party B, or any agreements with any other party to which Party B is a party;

d. This Agreement, once executed, shall have legal effect and be duly performed by Party B;

e. Except for the Share Pledge Agreement made between Party A and Party B in connection with this Agreement, Party B may not impose any mortgage, pledge or any other security interests upon the shares of the Company owned by it, or enter into any sale or transfer agreement with any third party other than any of the affiliates of Party A;

f. No disputes, claims, arbitrations, administrative proceedings or any other legal controversies pending against or potentially involving Party B or the shares of the Company owned by Party B exists;

g. The Company has received and completed all government approvals, permits, licenses, registrations and filings necessary for it to conduct business operations and own its assets; and

h. No disputes, claims, arbitrations, administrative proceedings or any other legal controversies pending against or potentially involving the Company exists.

III. Special Representations and Warranties by Party B

1. Party B, as substantial shareholder of the Company, warrants that as of the expiration of the term of this Agreement, the Company will:

a. Without prior written consent of Party A, not supplement or change its articles of association, or increase or reduce its registered capital, or change its shareholding structure;

b. maintain its business operations prudently and effectively according to sound financial and operational standards;

c. Without prior written consent of Party A, not at time transfer, secure or otherwise dispose any legal interests of its assets or income, or subject the security interest on any of its assets or income to any encumbrance;

d. not incur, succeed, secure or permit the existence of any debts, other than those incurred during its ordinary course of business or agreed or confirmed by Party A in advance;

e. Without prior written consent of Party A, not enter into any material contract (i.e., any contract with a value over RMB800,000);

f. Without prior written consent of Party A, not provide any loan or security to any third party;

g. provide all of its business and financial information at the request of Party A;

h. maintain insurance from an insurer acceptable to Party A, the amount and type of which insurance will be consistent with those maintained by other companies operating comparable businesses and owning similar assets in the place where the Company is located;

i. Without prior written consent of Party A, not merger with, take over, invest in any third party;

j. Notify Party A immediately of the actual or potential occurrence of any claims, arbitrations or administrative proceedings involving any of the assets, businesses or income of the Company, and will not enter into settlement thereof without consent from Party A;

k. Without prior written consent of Party A, not distribute dividends in any manner to its shareholders; at request of Party A, promptly distribute all distributable dividends to all shareholders;

l. Strictly comply with the exclusive purchase provisions provided hereunder, and none of its action or omission may affect the validity or enforceability of this Agreement; and

m. Without prior written request or consent of Party A, not appoint or replace any director of the Company which director is not nominated by Party B.

The Parties agree that if the purchase of all or part of the shares of the Company owned by Party A or the third party designated by Party A causes the consolidated shareholding of the Company by Party B less than 50% (excluding 50%), the representations and warranties provided under this Clause 3.1, the content of which is beyond the reasonable control of Party B, will not be applicable to Party B.

2. As of the expiration of the term of this Agreement, Party B undertakes and agrees:

a. Unless provided under the Share Pledge Agreement, without prior written consent of Party A, not to transfer, secure or otherwise dispose any legal interests on the shares of the Company owned by it, or subject the security interest on such shares to any encumbrance;

b. Except Party A or any third party designated by Party A, to cause the directors appointed by it not to approve transfer, security or otherwise disposal of the legal interests on the shares of the Company owned by it, or subject the security interest on such shares to any encumbrance;

c. Without prior written consent of Party A, to ensure that the directors appointed by it will not approve the merger with, takeover of or investment in any third party by Party B, and will not approve any resolution or take any action in violation of any covenants made by Party B to Party A under this Agreement;

d. To notify Party A immediately of the actual or potential occurrence of any claims, arbitrations or administrative proceedings involving any of the shares of the Company owned by it;

e. Without prior written consent of Party A, that none of its actions or omissions will have material effect on the assets, businesses or obligations of the Company;

f. That composition of the board of the Company shall be consistent with the composition of the board of Party A;

g. As long as permitted under the laws of the PRC, at request of Party A, to transfer immediately and unconditionally all of the shares of the Company owned by it to Party A or any third party designated by Party A, and cause the other shareholders of the Company, if any, to waive the right of first refusal in connection with such transfer;

h. As long as permitted under the laws of the PRC, at request of Party A, to make efforts to cause the other shareholders of the Company, if any, to transfer immediately and unconditionally all of the shares of the Company owned by it to Party A or any third party designated by Party A, and to waive the right of first refusal in connection with such transfer;

i. To make its best efforts to take such actions and sign such documents that are deemed necessary to consummate this Agreement by Party A in good faith.

j. That Party B hereby expressly waive any rights to which it is entitled under the laws of the PRC which may affect the rights and interests of Party A under this Agreement (including without limitation any subrogation or prior consent rights relating thereto); and

k. To strictly comply with this Agreement and the Share Pledge Agreement, duly perform its obligations under this Agreement, and refrain from any action or omission which may affect the validity or enforceability of this Agreement; to assist Party A in connection with re-registration of the shares of the Company contemplated to be transferred hereunder.

IV. Taxes and Expenses

Party A shall be liable for any expenses arising from or in connection with this Agreement pursuant to relevant laws of the PRC, including without limitation any transfer and registration expenses arising from the preparation, execution of this Agreement and consummation of any transaction contemplated hereunder, and any transfer and registration expenses arising from the purchase of the Company by Party B and increase of the share capital of the Company.

V. Notices

Unless otherwise advised in writing, all notices relating to this Agreement shall be given to the following addresses and deemed duly given, if by registered mail, on the date shown on its return receipt; if by person, on the date when it is delivered; if by fax, on the date shown on the confirmation of its receipt, provided that it shall be followed by delivery of the original notice by person or registered mail to the following addresses:

If to Party A: Shanghai Fuzhou Investment Consulting Co., Ltd.
Legal address: 9th Floor, Jinsui Mansion, No. 379 South Pudong Road Pudong New Area, Shanghai 200120, China
Attention: WANG Jingbo
Fax: 021-68869611

If to Party B:

Name	Address	Fax
WANG Jingbo	Room 101, No. 13, Lane 666, Longdong Avenue, Pudong New District, Shanghai, PRC, 201204	021-68869611
YIN Zhe	Room 301, No. 7, Lane 839, Yunshan Road, Pudong New District, Shanghai, PRC, 200135	021-68869611
ZHANG Xinjun	No. 22, Lane 242, Tiantong Road, Hongkou District, Shanghai, PRC, 200122	021-68869611
WEI Yan	Room 501, No. 36, Lane 199, Biyun Road, Pudong New District, Shanghai, PRC, 200135	021-68869611
HE Boquan	Room 13-15, 32nd Floor, No. 183-187 Daduhui Plaza, North Tianhe Road, Tianhe District, Guangzhou City, Guangdong Province, PRC, 510075	021-68869611
YAN Qianghua	Room 505-506, No. 22, Lane 2185, YAN Qianghua North Zhongshan Road, Putuo District, Shanghai, PRC, 200063	021-68869611

VI. Liabilities for Breach

1. The Parties agree and acknowledge that any material breach of any of the agreements or material failure to perform any of its obligations provided hereunder by any Existing Shareholders shall constitute default of this Agreement (the "Default"; such Existing Shareholder, the "Defaulting Party"). Party A is entitled to request the Defaulting Party to rectify the Default or take remedial measures within a reasonable period. If the Defaulting Party fails to rectify the Default or to take remedial measures within a reasonable period or within ten (10) days upon written notice from Party A setting forth the Default and requesting rectification thereof, Party A is entitled to any of the following remedy at its own discretion: (1) terminate this Agreement and hold the Defaulting Party liable for all of its damages arising therefrom; (2) require enforcing the obligations of the Defaulting Party under this Agreement and hold the Defaulting Party liable for all of its damages arising therefrom; or (3) sell by way of discount or auction, or dispose the pledged shares pursuant to the Share Pledge Agreement, the proceeds from which will be preferentially paid to Party A, and hold the Defaulting Party liable for all losses arising therefrom.
2. The Parties agree and acknowledge that none of the Existing Shareholders may terminate this Agreement for any reason under any event.
3. Any and all rights and remedies provided under this Agreement are cumulative and not exclusive of any other rights or remedies available under laws.

4. Notwithstanding any other provisions of this Agreement, this Clause VI will survive termination of this Agreement.

VII. Governing Laws and Dispute Resolutions

1. The effect, interpretation, performance and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.
2. Any dispute arising from performance of or in connection with this Agreement shall be resolved through negotiations of the Parties or, if such negotiations fail within thirty days, may be submitted by any Party to China International Economic and Trade Arbitration Commission ("CIETAC"), Shanghai Sub-Commission, for arbitration by three arbitrators appointed according to the rules of CIETAC. The arbitration award is conclusive and binding upon each Party.
3. During the period of dispute resolution, each Party shall continue to perform this Agreement other than the provision under dispute.

VIII. Miscellaneous

1. This Agreement shall be effective upon signature or affixture of seals by the Parties and have a term of ten years. Upon expiration of each ten-year term, this Agreement may be automatically extended for another ten years without objection thereto from either Party.
2. The rights and obligations of the Parties under this Agreement shall be succeeded by their respective successors, as if they are a party hereto.
3. Any change and supplement to this Agreement shall be separately agreed in writing by the Parties.
4. Invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.
5. This Agreement is made in Chinese in three originals, and each Party shall hold one copy. Each original copy has the same legal effect. Each Party may produce any number of counterparts of this Agreement as it deems necessary.

[Remaining of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

Party A

/s/ Shanghai Fuzhou Investment Consulting Co., Ltd.

Party B

/s/ WANG Jingbo

/s/ YIN Zhe

/s/ ZHANG Xinjun

/s/ WEI Yan

/s/ HE Boquan

/s/ YAN Qianghua

Exhibit 10.6

EXECUTION VERSION

Dated: September 3, 2007

EXCLUSIVE SUPPORT SERVICES CONTRACT

Between

SHANGHAI NOAH INVESTMENT MANAGEMENT CO., LTD.

And

SHANGHAI FUZHOU INVESTMENT CONSULTING CO., LTD.

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Schedule I Support Services List
Schedule II Licensed Rights

THIS EXCLUSIVE SUPPORT SERVICES CONTRACT (the "Contract"), dated September 3, 2007 is made in Shanghai, the People's Republic of China (the "PRC")

BETWEEN:

(1) SHANGHAI NOAH INVESTMENT MANAGEMENT CO., LTD., a company with limited liability incorporated and existing under the laws of the PRC, whose registered address is at Room 208-8, No. 4056 South Avenue, Langxia Town, Jinshan District, Shanghai (the "Operating Company"); and

(2) SHANGHAI FUZHOU INVESTMENT CONSULTING CO., LTD., a wholly foreign owned enterprise incorporated and existing under the laws of the PRC, whose registered address is at FG, Floor 9, Jinsui Mansion, No.379 South Pudong Road, Pudong New District, Shanghai (the "WFOE").

Recitals

WHEREAS:

(A) The Operating Company has obtained or will obtain (if it has not obtained) applicable governmental approval for providing financial product commission sale services in the PRC (as defined below);

(B) The Operating Company desires to enter into an exclusive support services contract, whereby the WFOE will provide it with all kinds of support services in respect of technology and operation and grants intellectual property rights licenses (as defined below);

(C) Subject to the terms and conditions of the Contract, the WFOE agrees to exclusively provide the Operating Company with all kinds of support services in respect of technology and operation and grants intellectual property right licenses (as defined below); and

(D) At the same time of executing the Contract, the shareholders of the Operating Company agree to pledge all of the shares in the Operating Company owned by them to the WFOE and enter into a share pledge agreement to provide security for its performance of the Contract. The shareholders of Operating Company also desire to enter into an exclusive option agreement with the WFOE, granting the WFOE an exclusive share option so that the WFOE may purchase shares of the Operation Company exclusively.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein, the Parties agree as follows:

1. DEFINITIONS

1.1 Terms used herein and not otherwise defined shall have the same meanings as ascribed to such terms in the Contract:

(a) "Affiliate" means, with respect to a person, any other person that, directly or indirectly, controls or exercises control, is controlled by or exercised control over or is otherwise owned or under common control with such person;

(b) "Business Plans" means the annual business plans and budget of the Operating Company made under the instruction of the WFOE, including plans of financial budget, capital investment, disposal and loan in connection with the provision of financial products commission sale services and forecast of income and expenditures;

(c) "Confidential Information" means all technologies, know-how, processes, software, proprietary data, trade secrets, practices, methods, specifications, designs and other proprietary information disclosed by the WFOE to the Operating Company under the terms of the Contract and other documents, and the terms of the Contract and other confidential information in connection with confidential business and technology;

(d) "Contract" means this support services contract with its schedules, as amended, supplemented or otherwise modified from time to time;

(e) "Control" means the power to appoint or designate the management of an entity. The terms "Control" and "Controlled" shall have correlative meanings;

(f) "Party" means the WFOE or the Operating Company, and "Parties" mean both of them;

(g) "Person" means any individual, corporation, joint venture, enterprise, partnership, trust ,unincorporated organization, limited liability company, government or any of its departments or agencies or any other entity;

(h) "Revenue" means (i) the fees received by the Operating Company from its cooperation partners or those of any of its Affiliates in connection with the business of providing financial product commission sale services; and (ii) all of any other fees received by the Operating Company and all of any other fees generated from using assets and providing financial product commission sale services by the Operating Company or generated from any business activities in connection with using assets and providing financial product commission sale services by the Operating Company.

(i) "Services Fee" has the meaning assigned to it in Clause 3.1(a) hereunder;

(j) "Support Services" mean the customer support, technical support, operation support and any other services in connection with providing Financial Product Commission Sale Services by the WFOE to the Operating Company under the Contract, as set forth in Schedule I;

(k) "License Fee" has the meaning assigned to it in Clause 3.1(b) hereunder;

(l) "Intellectual Property Rights Licenses" means the licenses for trademarks, websites, domain names, software, and any other intellectual property rights set forth in Schedule II, which are granted by the WFOE to the Operating Company to use under the Contract.

(m) "Subcontractor" means any individual, corporation, enterprise, independent contractor or supplier contracted by the WFOE to provide any services required in the Contract and its schedules.

(n) "Financial Product Commission Sale Services" mean all approved services relating financial product commission sale services provided currently or to be provided by the Operating Company, including but not limited to commission sale , sale, promotion and recommendation of fund for purchase, collective funds trust program and other financial products, insurance and insurance agency services, and investment and finance consulting services;

(o) "Fees" mean the fees incurred by the Operating Company from providing financial product commission sale services, including but not limited to salaries of employees, office overheads and rents, provided that the fees shall be incurred directly out of providing financial product commission sale services.

2. EXCLUSIVE SUPPORT SERVICES, BUSINESS OPERATION AND INTELLECTUAL PROPERTY RIGHT LICENSES

2.1 Exclusive Provision of Support Services

In order to facilitate the Operating Company to provide the Financial Product Commission Sale Services, the Operating Company agrees to engage the WFOE to act as its exclusive technology and operation advisor to provide exclusively support services set forth in Schedule I hereof, and the Operating Company agrees to accept all support services provided by the WFOE. The Parties agree to modify and update Schedule I hereof in writing from time to time to illustrate all fields, scopes and terms of the support services provided by the WFOE. The WFOE shall be the sole provider of the support services provided to the Operating Company either through contractual arrangement or other cooperation. Without prior written consent of the WFOE, the Operating Company may not engage any third party to provide services which are the same as or similar to those provided by the WFOE under the Contract.

2.2 Joint Business Expansion

In order to improve the promotion of the Financial Product Commission Sale Services and upon joint decision made by the Parties, the WFOE and the Operating Company shall jointly enter into an agreement with a third party, whereby the Operating Company will provide the Financial Product Commission Sale Services and the WFOE will provide technology, consulting and other related services, and all revenue so generated shall be distributed according to its nature between the WFOE and the Operating Company subject to a joint decision made by the Parties.

2.3 Revenue Collection on Behalf

Where the Parties make a joint decision, the WFOE shall collect all or part of the revenue as the agent of the Operating Company and the Operating Company shall issue invoice (the "Invoice") for the Financial Product Commission Sale Services so provided, and send the Invoice to the WFOE. Subject to the above joint decision by the Parties, the WFOE shall collect revenue on behalf of the Operating Company and the Operating Company shall issue the Invoice according to actual revenue collected by the WFOE on its behalf.

2.4 Engagement of Affiliates or Subcontractors

Although the WFOE agrees to assume primary responsibility of providing services, it should be allowed to engage and pay any of it's Affiliates or Subcontractors for any services contemplated by the Contract. The services performed or provided by such Affiliates or Subcontractors contracted by the WFOE shall be deemed as those provided by the WFOE under the Contract.

2.5 Changes to the PRC Laws

As of the date of the Contract, if any governmental agency, central or local, of the PRC makes any modification to the provisions of any laws, regulations, statutes or rules, including modification, supplementation or cancellation to existing laws, regulations, statutes or rules, applies different interpretations to existing laws, regulations, statutes or rules or different implementation measures thereof (each, the "Modification"), or enacts new laws, regulations, statutes or rules (each, the "New Rule"), the following shall apply:

(a) If the Modification or the New Rule is more favorable to a Party than applicable laws, regulations, statutes or rules valid as of the date hereof (and the other Party is not materially adversely affected thereof), the Parties shall apply to applicable authorities (where necessary) to be entitled to the interests of such Modification or New Rule. The Parties shall make their best efforts to obtain approval for such applications.

(b) If the economical interests of the WFOE under the Contract are materially adversely affected due to the Modification or the New Rule, directly or indirectly, the Contract shall be performed according to its original terms. If such adverse effect incurred by the WFOE on its economical interests fails to be resolved, upon notice to the Operating Company by the WFOE, the Parties shall make all necessary modifications through timely negotiation to protect the WFOE's economical interests under the Contract.

2.6 Intellectual Property Rights Licenses

2.2 Upon obtaining the ownership of the Intellectual Property Rights set forth in Schedule II hereof, the WFOE agrees to grant the Operating Company the licenses to use the Intellectual Property Rights set forth in Schedule II hereof, and the Operating Company agrees to accept such licenses.

3. SERVICES FEE AND LICENSE FEE

3.1 Services Fee and License Fee

(a) In consideration of the services provided by the WFOE, the Operating Company shall pay the WFOE a services fee (the "Services Fee") on a quarterly basis during the term of the Contract. The amount of the Services Fee shall be verified and determined according to actual services, provided that the total Services Fee shall be equal to the revenue less expenses and the License Fee. If the WFOE collects revenue on behalf of the Operating Company according to Clause 2.3, it shall deduct the Services Fee from the revenue it collects on behalf of the Operating Company and pay the remaining amount to the Operating Company on a quarterly basis.

(b) In consideration of the Intellectual Property Rights Licences granted by the WFOE, the Operating Company shall pay the WFOE a license fee (the "License Fee") on a yearly basis during the term of the Contract. The amount of the License Fee shall be determined by the board of the WFOE.

3.2 Payment

(a) Unless the WFOE deducts the amount of the total Services Fee from the revenue, the Operating Company shall pay the WFOE the Services Fee within forty (40) days after the end of applicable quarter, and the Services Fee shall be transferred to the WFOE's account by wire transfer. The Parties agree that the WFOE may modify the above payment instruction from time to time, provided that the WFOE shall notify the Operating Company in writing upon each modification.

(b) In the event that the WFOE collects revenue, it shall pay the remaining of the revenue to the Operating Company after deducting the Services Fee within forty (40) days after the end of applicable quarter according to Clause 3.1, and the Services Fee shall be transferred to the WFOE's account by wire transfer. The Parties agree that the WFOE may modify the above payment instruction from time to time, provided that the WFOE shall notify the Operating Company in writing upon each modification.

3.3 Financial Statements

The Operating Company shall establish accounting system and prepare financial statements (the "PRC Financial Statements") according to applicable PRC laws, regulations, accounting systems and accounting standards. The WFOE and the Operating Company may otherwise prepare financial statements according to the International Accounting Standards or US GAAP where they deem necessary. The Operating Company shall deliver its PRC Financial Statements and other reports to the WFOE within twenty-one (21) days after the end of each calendar month so that the WFOE may verify the amount of revenue it collects on behalf and pay the WFOE the Services Fee according to Clause 3.1. The WFOE is entitled to have all of the Financial Statements and other relevant information of the Operating Company audited during any working time, provided it shall make a prior notice to the Operating Company within a reasonable time.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of the Operating Company

In addition to the responsibilities provided elsewhere in the Contract, the Operating Company shall:

(a) not accept any support services from any third party which are the same as or similar to those provided by the WFOE without prior written consent from the WFOE;

(b) accept all of the support services provided by the WFOE and all of related reasonable opinions;

(c) prepare business plans with the assistance of the WFOE;

(d) plan, design, develop, create and provide the Financial Product Commission Sale Services with the assistance of the WFOE;

(e) provide the WFOE with any technology or other information which the WFOE considers necessary or valuable for providing services under the Contract, and permit the WFOE to access related facilities which the WFOE considers necessary or valuable for providing services under the Contract;

(f) set up and maintain an account unit for the Financial Product Commission Sale Services;

(g) issue the Invoice to the WFOE for the services it provides in connection with the Financial Product Commission Sale Services within five (5) days at the end of each calendar month on a monthly basis in the event that the WFOE collects revenue on behalf of the Operating Company according to Clause 2.3;

(h) operate and provide the Financial Product Commission Sale Services and its other businesses in strict compliance with the business plans and joint decisions made by the WFOE and the Operating Company;

(i) obtain prior written consent from the WFOE before entering into any material contact which the Operating Company intends to enter into with any third party; material contract means any corporation, share transfer and finance agreements entered into with any third party or any other contract, agreement, covenant or undertaking, written or verbal, which may affect the WFOE's interest hereunder or may cause the WFOE to make any change to the Contract or any decision to terminate the Contract;

(j) provide the Financial Product Commission Sale Services in an effective, prudential and legitimate manner for the purpose of obtaining more revenue;

(k) assist the WFOE and provide it with adequate cooperation in all affairs necessary for the WFOE to duly perform its responsibilities and obligations hereunder;

(l) report to the WFOE all communications with applicable business and industry administration agencies and provide the WFOE in a timely manner with the copies of all documents, permits, consents and authorizations obtained from applicable business and industry administration agencies;

(m) assist the WFOE in developing, establishing and maintaining relations with other applicable departments, agencies of Chinese government, central, provincial and local, and other entities for the purpose of providing services, and assist the WFOE in obtaining all permits, licenses, consents and authorizations necessary for carrying out the above services;

(n) assist the WFOE in effecting duty-free import procedures for all assets, materials and goods necessary for the WFOE to provide services;

(o) assist the WFOE in purchasing equipment, materials, goods, labour or other services according to the requirements of the WFOE in the PRC at a competitive price;

(p) operate and effect all procedures necessary for operation subject to all applicable PRC laws and regulations;

(q) provide the WFOE with copies of all applicable PRC laws, regulations, statutes and rules and other related information required by the WFOE;

(r) maintain the accuracy and validity of each representation and warranty during the term of the Contract made by the Operating Company according to Clause 5;

(s) maintain and timely update all rights, licenses and authorizations necessary for the Operating Company to provide the Financial Product Commission Sale Services set out in the Contract to retain the validity thereof and full legal effect; and

(t) strictly perform its obligations under the Contract or any other related contracts to them it is a Party.

4.2 Responsibilities of the WFOE

In addition to the responsibilities provided elsewhere in the Contract, the WFOE shall:

(a) provide support services to the Operating Company in an effective manner and response promptly and carefully to request of the Operating Company for providing suggestion and assistance;

(b) assist the Operating Company in preparing business plans of the Operating Company in connection with the Financial Product Commission Sale Services;

(c) assist the Operating Company in planning, designing, developing and providing the Financial Product Commission Sale Services;

(d) provide the Operating Company with qualified personnel for providing the Financial Product Commission Sale Services;

(e) collect revenue in connection with Financial Product Commission Sale Services according to Clause 2.3; and

(f) strictly perform its obligations under the Contract or any other related contracts to which it is a Party.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Operating Company

5.2 The Operating Company makes representations and warranties to the WFOE and agrees with the WFOE as follows:

(a) The Operating Company is a company with limited liability duly incorporated and existing under the laws of the PRC;

(b) The Operating Company has full corporate power to execute and deliver the Contract and fully perform its obligations hereunder. The Contact, upon execution, shall constitute legitimate, duly and binding obligations of the Operating Company and is enforceable against the Operating Company;

(c) the Operating Company owns any and all governmental permits, licenses, authorizations, approvals and facilities necessary to provide currently permitted Financial Product Commission Sale Services according to existing PRC laws, except for the content disclosed in the disclosure letter, and the Operating Company shall warrant all of the above governmental permits, licenses, authorizations and approvals remain effective, legitimate and valid during the term of the Contract. The Operating Company does not need to obtain other governmental permits, licenses and authorizations for the Financial Product Commission Sale Services currently operated and provided; in the event that any and all governmental permits, licenses, authorizations and approvals necessary for the Operating Company to provide the Financial Product Commission Sale Services during the term of the Contract are required to be changed or supplemented resulting from changes to applicable rules, the Operating Company shall make changes and/or supplementation as soon as practical;

(d) The Operating Company complied, is complying and will continue complying with all applicable PRC laws and regulations and is not aware of any non-compliance with all applicable PRC laws and regulations nor aware of any situation which forbids the Operating Company to perform its obligations hereunder;

(e) Neither the execution of the Contract or the performance of its obligations hereunder contradicts, violates or is against (i) the business license or any provisions of the Articles of Association of the Operating Company; (ii) any laws, implementation rules, ordinances, authorizations or approvals of any governmental agency or department applicable to the Operating Company; or (iii) any provisions of contact and agreement to which the Operating Company or any of its Affiliates is a Party or a subject;

(f) There exists no pending litigation, arbitration or legal, administrative or other proceedings or governmental investigation against the Operating Company or threatened litigation, arbitration or legal, administrative or other proceedings or governmental investigation against the Operating Company or any of its affiliates to the knowledge of the Operating Company, which is in connection with the grant of business license and permit of the Operating Company, the subject matter hereof, or may affect in any manner the capability of the WFOE or the Operating Company to execute or perform the Contract, or the capability of the Operating Company to provide the Financial Product Commission Sale Services during the term of the Contract;

(g) All of governmental documents, representations and information in connection with the transaction refereed to in the Contract owned by the Operating Company or any of its Affiliates have been disclosed to the WFOE and non of the documents provided previously by the Operating Company or any of its Affiliates to the WFOE contains any untrue representations of material facts , or omits representation of any material fact necessary for the representations hereunder not to be misleading; and

(h) All of the representations and warranties of the Operating Company hereunder are subject to the provisions of the PRC laws, regulations and rules. The Operating Company shall not be held liable if any inconsistency between the representations and warranties of the Operating Company and the PRC laws, regulations and rules nullifies any representations and warranties.

5.3 Representations and Warranties of the WFOE

The WFOE makes representations and warranties to the Operating Company and agrees with the Operating Company as follows:

(a) The WFOE is a wholly foreign owned enterprise duly incorporated and existing under the laws of the PRC;

(b) The WFOE has full corporate power to execute and deliver the Contract and fully perform its obligations hereunder. The Contract, upon execution, shall constitute legitimate, duly and binding obligations of the WFOE and may be enforced against the WFOE;

(c) Neither the execution of the Contract or the performance of its obligations hereunder contradicts, violates or is against (i) the business license or any provisions of the Articles of Association of the WFOE; (ii) any laws, implementation rules, ordinances, authorizations or approvals of any governmental agency or department applicable to the WFOE; or (iii) any provisions of contact and agreement to which the WFOE is a Party or a subject;

(d) There exists no pending litigation, arbitration or legal, administrative or other proceedings or governmental investigation against the WFOE or threatened litigation, arbitration or legal, administrative or other proceedings or governmental investigation against the WFOE or any of its affiliates to the knowledge of the WFOE, which is in connection with the grant of business license and permit of the WFOE, the subject matter hereof, or may affect in any manner the capability of the WFOE or the WFOE to execute or perform the Contract, or the capability of the WFOE to provide the Financial Product Commission Sale Services during the term of the Contract; and

(e) All of governmental documents, representations and information in connection with the transaction refereed to in the Contract owned by the WFOE or any of its affiliates have been disclosed to the WFOE and non of the documents provided previously by the WFOE or any of its affiliates to the WFOE contains any untrue representations of material facts, or omits representation of any material fact necessary for the representations hereunder not to be misleading.

6. TERM AND TERMINATION OF THE CONTRACT

6.1 Term

the Contract shall be effective for a term of ten (10) years as of the date (the "Validity Date") on which the legal representatives or authorized representatives of the Parties execute the Contract with seal. It will be extended automatically for another (10) years upon expiration of each term of ten (10) years if not objected by a Party.

6.2 Termination

6.2.1 The Contract may be terminated subject to Clause 6.3 if any of the following situations or events occurs and such situation or event continues to exist:

(a) One Party goes into bankruptcy, becomes the subject of liquidation or dissolution process, or ceases operation or is unable to pay its due debt; or

(b) The performance of the Contact is made commercially impractical in all material aspects due to any orders, actions, regulations, interruption or interference of any government or its agencies.

6.2.2 Except for the situations provided under Clause 6.2.1, the Parties shall first negotiate relevant remedial measures if any of the following situations or events occurs:

(a) The Operating Company does not perform its obligations hereunder due to any force majeure event (as defined in Clause 10 below) for a period of six or more consecutive months;

(b) All or the substantial part of assets or properties necessary for the Operating Company to perform the Contract is subject to attachment, embargo, expropriation or substantial governmental restriction which is non-existent on the date the Contract is executed;

(c) The Operating Company does not perform any of its material obligations hereunder without acceptable reasons and fails to ratify its defaulting act within thirty (30) days after its receipt of a written notice which specifically represents its defaulting act; or

(d) Any untrue or false representation has been found out of the representations and warrants made by the Operating Company subject to Clause 5.1 hereof, or the Operating Company is in breach of any of its undertakings, covenants or agreements hereunder where it fails to provide reasonable explanations.

Where the Parties fail to reach an agreement within thirty (30) days after such matter occurs, or the Operating Company performs no relevant remedial measures within ten (10) days after such measures have been determined, the WFOE shall have the right to terminate the Contract unilaterally.

6.3 Right to Terminate

The Contract may be terminated with at least five-day prior written notice by a Party which goes into bankruptcy in situation (a) , or the WFOE in situation (b) to the other Party where any of the situations or events set out in Clause 6.2.1 occurs and such situation or event continues to exist

6.4 Result of Termination

Termination due to any reason or expiration of the Contract does not exempt any Party’s obligation for all payments due hereunder prior the termination or expiration date hereof (including but not limited to any Services Fee, License

Fee or reimbursable expenses set out herein), nor exempt any Party's obligation to reimburse or warrant, nor exempt any Party's liability of breach prior to the termination hereof. Furthermore, the Operating Company shall pay the WFOE for all expenses, directly or indirectly out of any reasonable and necessary activities by the WFOE to terminate services being carried out in an orderly manner and to dismiss and rearrange human and capital resources for such services.

7. CONFIDENTIALITY

7.1 Confidentiality

The Operating Company and its employees shall use all confidential information only for the interests of the Operating Company and the objectives stated herein. The Operating Company shall keep all confidential information which may be disclosed or provided by the WFOE in confidence, and shall not disclose or reveal any such confidential information to any third party without expressly written authorization from the WFOE, unless otherwise provided herein. The Operating Company shall not use any confidential information in any manner which may lead to breach of its obligations under Clause 7.

7.2 Confidential Measures

The Parties shall take all necessary measures and preventive methods to keep the confidential information in confidence. Such confidential measures and preventive methods shall be similar to those measures and preventive methods taken by the Parties respectively for their own sensitive information and shall at least meet the criteria a reasonable entity shall adopt to protect its own highly-confidential information and business secrets in any situation.

7.3 Permitted Disclosure

With respect to the confidential information restricted by Clause 7 received by a Party, such Party may disclose it only to designated employees, officers, directors and Subcontractors who need to know in carrying out their work in order for the WFOE or Subcontractors to perform the Contract. In such situation, the Party receiving the confidential information shall take all necessary preventive measures (including signing confidentiality contract or add confidentiality clause into labor contract with each of the above employees) to prevent such employees to use the confidential information for their own interest and disclose the confidential information to any third Party without authorization.

7.4 Disclosures to Governmental Agencies

Notwithstanding the foregoing, to the extent that it is necessary for a Party to obtain any governmental approval to operate its business, the Parties may disclose the confidential information to government officers, and may disclose the confidential information to their external or in-house counsels, accountants or consultants who need to know the confidential information for the purpose of providing professional services, provided that so disclosed written confidential information shall be marked “Confidential”, and shall require such government officers and external persons to undertake to comply the confidentiality clause hereof. The Parties may disclose the confidential information as required by applicable laws, rules of stock exchanges, regulations or legal proceedings or judicial orders. The disclosing Party shall notify the other Party of such disclosure in line with actual situations and following any practical confidential arrangement prior to making any disclosure thereunder.

7.5 Exclusions

Nothing in Clause 7 will prohibit a Party from using or disclosing any confidential information if (i) it has been known by the Party while disclosing to it; (ii) it is legally obtained by the Party from third party without breach of its obligations under confidentiality agreement; (iii) it becomes publicly available not due to the Party’s fault; or (iv) it is independently developed by the Party without using the confidential information, directly or indirectly.

7.6 Remedy

The Parties agree that, if this Clause 7 is violated, a Party will suffer irremediable damages due to the confidential information disclosed from such violation (the “Non-informant Party”), and any monetary damages the Non-informant Party may obtain shall not be enough to indemnify its losses so incurred. Therefore, The Parties agree that the Non-informant Party shall be entitled to other rights and remedies available according to laws or under the Contract.

7.7 Survival

This Clause 7 shall survive for a period of one year after termination or expiration of the Contract. Upon such expiration or termination, the receiving Party shall return all the confidential information to the disclosing Party, and shall destroy all the confidential information if it can not return it and shall stop using the confidential information for any purpose.

8. COMPLIANCE WITH LAWS, APPLICABLE LAWS AND DISPUTE SETTLEMENT

8.1 Applicable Laws

The Laws of the People's Republic of China shall apply to matters of the Contract including its effect, interpretation, performance and dispute settlement.

8.2 Dispute Settlement

Any dispute arising out of performing this Contract or in connection with it shall be resolved through negotiation. Any Party may submit the dispute to the China International Economic and Trade Arbitration Commission, Shanghai Sub-commission, for arbitration in Shanghai if it cannot be resolved through negotiation within thirty (30) days. The arbitration award shall be final and binding on the Parties. The Parties shall continue performing other terms hereof during the period of dispute settlement except for matters in dispute.

9. FORCE MAJEURE, RELATIONS, LIABILITIES AND INDEMNITIES

9.1 Force Majeure

9.1.1 Force Majeure Event. If non-performance of its obligations hereunder in whole or in part by a Party (the "Affected Party") is directly caused by an unforeseeable event, the occurrence and consequence of which cannot be prevented or avoided, including earthquakes, typhoons, floods, fires, other serious natural disaster, wars, riots and similar military actions, civil commotions, strikes, work-to-rule actions, governmental embargoes, expropriation, injunctions, or other restrictions and actions, or by any reason which prevents the performance of the Contract (the "Force Majeure Event"), it shall not be deemed to be in breach of the Contract where it satisfies all conditions as follows:

(a) the work stoppage, obstacle or delay confronting the Affected Party in performing its obligations hereunder is directly caused by the Force Majeure Event;

(b) the Affected Party has made its best efforts to perform its obligations hereunder and reduce losses incurred by the other Party caused by the Force Majeure Event; and

(c) the Affected Party promptly notifies the other Party of the Force Majeure Event upon its occurrence, and provides written information (including a representation letter stating delayed or partial performance) regarding such Force Majeure Event within fifteen (15) days after its occurrence

9.1.2 the Parties shall decide on the modification of the Contract and on exemption of the Affected Party's obligations hereunder in whole or in part based on the effect of the Force Majeure Event on the Contract where it occurs.

9.1.3 Independent Contractor Relations

A Party remains to be an independent contractor with respect to the other Party and shall comply with all applicable laws, implementation rules and regulations, including but not limited to all laws, implementation rules and regulations in connection with labor employment, working hour, health and safety, working condition and salary payment. The Parties shall also be responsible for tax payment, including taxes collected from their employees or estimated national, provincial and local taxes. Unless otherwise provided in the Contract, a Party has no power or right to restrict the credit of the other Party, or cause the other Party to make undertaking or pledge its credit without prior written consent from the other Party. Where a Party's failure to comply with this provision causes the other Party to be incurred by any loss, damage, claim, request or punishment, the Party shall fully indemnify the other Party.

9.2 Liabilities and Indemnities

(a) The Parties expressly understand that the WFOE makes no warrants to the Operating Company in connection with the performance of services or any assets or the suitability of any assets for certain purpose. The WFOE expressly waives all warranties, including but not limited to implied warranties on marketability or suitability for certain purpose.

(b) The Operating Company agrees to indemnify the WFOE for any and all liabilities, obligations, losses, damages, fines, sentences, litigations and legal fees, costs or expenses incurred by or charged against the WFOE arising out of or in connection with (i) any untrue or false representations and warrants made by the Operating Company in Clause 5.1, or (ii) any breach of any undertakings, covenants or agreements hereunder.

(c) Without prejudice to the above Clause 9.2 (a) and 9.2 (b), a Party shall be liable to any losses, costs, claims, injuries, liabilities or expenses incurred by the other Party in connection with or arising out of any negligence or slackness while the Parties are performing their obligations hereunder, which shall be limited to direct damages or amount of loss actually incurred excluding profit loss or indirect loss.

10. SURVIVAL

10.1 Any payment obligation hereunder or accrual or due prior to expiration or termination of the Contract shall survive expiration or termination of the Contract.

10.2 Clauses 6.4, 7, 8, 9.1, 9.2 and 10 shall survive termination of the Contract.

11. NOTICE

As required by the Contract, notice or other communication addressed by any Party shall be written in Chinese and shall be sent via personal delivery, internationally recognized overnight courier or fascine at the address listed below or other address as designated in the notice by the other Party from time to time. The date on which the notice is deemed to be duly served shall be determined as follows:

(a) for notice via personal delivery, the delivery date;

(b) for notice via internationally recognized overnight courier, the third day after the date of delivery to applicable overnight courier;

(c) for notice via fascine, the first day of the normal business days of banks in the PRC after the date displayed on the transmission confirmation letter for relevant document;

If to the Operating Company:

Shanghai Noah Investment Management Co., Ltd
Floor 9, Jinsui Mansion, No.379 South Pudong Road, Pudong New District, Shanghai
Post Code: 200120
Attention: Wang Jingbo
Fax No.: 021-68869611

If to the WFOE:

Shanghai Fuzhou Investment Consulting Co., Ltd
Floor 9, Jinsui Mansion, No.379 South Pudong Road, Pudong New District, Shanghai
Post Code: 200120
Attention: Wang Jingbo
Fax No.: 021-68869611

12. MISCELLANEOUS

12.1 Severability

If any term or other provision of this Contract is held invalid, illegal or unenforceable under any applicable laws or governmental policies, all of the other terms and provision hereof remain valid, provided that the economically and legally substantial content of the transaction contemplated in this Contract is not affected so that it becomes severely adverse to any Party. The Parties shall make modifications to the Contract through honest negotiations and try their best to realize their original objectives in an acceptable way so as to bring the transaction contemplated in this Contract to an end following original contemplation after determination on the invalidity, illegality or unenforceability of any terms or other provisions.

12.2 Expenses

Notwithstanding anything to the contrary in this Contract, each Party shall pay its own expenses and advances in connection with the Contract. Where a Party is in breach of the Contract deliberately or intentionally, the defaulting Party shall pay the non-defaulting Party all expenses and advances in connection with the Contract. Each Party shall pay and be liable to any taxes collected from the other Party arising out of or in connection with the transaction contemplated in this Contract.

12.3 Waiver

Any waiver of any provision hereof is invalid, unless stated in written document signed by the Party who makes such waiver. Any non-performance of or delay in performing its rights, powers or remedial measures hereunder by either party shall not constitute a waiver of its right, and any exercise or partial exercise of related rights, powers or remedial measures for once shall not impede further exercise of related rights, powers or remedial measures, or exercise of any other rights, powers or remedial measures. Without limiting the foregoing, the waiver by a Party of the other Party’s violation of any provision hereof shall not be deemed to be also a waiver of violating such provision or any other provisions hereof in the future.

12.4 Transfer

the Contract and any rights, interests or obligations under it shall not be transferred by a Party hereto in whole or in part without prior written consent from the other Party, and any such transfer attempted to be made without permission shall be invalid.

12.5 Successors and Assigns

the Contract is binding upon and to the benefit of the Parties and their respective successors and assigns.

12.6 Entire Agreement

The Contract shall constitute the entire and the only agreement between the Parties hereto in connection with the subject matter hereof and shall supersede all previous oral and written agreements, contracts memoranda and communications in connection with the content hereof by the Parties.

12.7 Survival

Without limiting the provisions of Clause 10 above, the provisions (including but not limited to warrants in Clause 5) of the Contract shall fully survive after the date on which the Contract is executed where they have not been fully performed on the date on which the Contract is executed.

12.8 Further Assurances

Each Party agrees to promptly execute all reasonably necessary or required documents and take further reasonably necessary or favourable actions in order to carry out or perform the provisions and objectives of the Contract.

12.9 Amendment

No amendment, modification or supplementation shall be made to the Contract unless agreed by the Parties in writing.

12.10 Counterparts

This Contract may be executed in counterparts and all counterparts shall together constitute one and the same Contract, and shall come into force upon execution and delivery of one or more counterparts by one Party to the other Party.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, this Contract has been executed by the legal representatives or authorized representatives of the Parties hereto on the date first above written.

Shanghai Noah Investment Management Co., Ltd. (Seal)

/s/ Jingbo Wang

Name: Jingbo Wang
Title:

Shanghai Fuzhou Investment Consulting Co., Ltd. (Seal)

/s/ Jingbo Wang

Name: Jingbo Wang
Title:

Schedule I

Support Services List

1. Services relating to daily operation

   (a) the WFOE warrants to circulate current international development and advanced experience in connection with the Financial Product Commission Sale Services to the Operating Company, and provide opinions on significant strategies involving business development of the Operating Company, including but not limited to assistances in the following aspects:

   (b) formulate relevant business plan and requirement in line with international development trend and domestic market demand and provide managerial support to the Operating Company;

   (c) carry out market survey and formulate business expansion and development blueprint;

   (d) select and recommend business partners of the Operating Company;

   (e) layout advertisement business of the Operating Company and select and recommend advertisement agency;

   (f) provide the Operating Company with necessary financial support, including but not limited to account reconciliation and collection;

   (g) select qualified personnel for the Operating Company to engage; and

   (h) other services reasonably requested by the Operating Company;

2. Training

   In addition to the above, the WFOE shall also provide necessary business trainings to promotion, management and marketing personnel of the Operating Company to ensure smooth operation of the Operating Company. Particulars of training plans are determined otherwise by the Parties.

3. Capital support

   the WFOE shall assist the Operating Company in arranging necessary financing in order for the Operating Company to provide Financial Product Commission Sale Services. The amount of necessary financing and method of providing such financing are jointly determined by the Parties.

4. Equipment assets support

As determined by the Parties through negotiation, the WFOE may lend business equipment or other related assets it owns or leases to the Operating Company in order for the Operating Company to provide the Financial Product Commission Sale Services. Particulars of lending conditions and manners are determined by the Parties

5. Personnel support

The WFOE shall select qualified technical, managerial and other necessary personnel to assist the Operating Company in providing the Financial Product Commission Sale Services in accordance with actual needs of the Operating Company in providing Financial Product Commission Sale Services.

Schedule II

Licensed Rights

1. Licensed trademark

Trademark: Noah
Trademark registration No.: No.4017718
Registration Term: from February 21, 2007 until February 20, 2017
Verified services items(Type 36): insurance brokerage; public fund; capital investment; fund investment; financial services; financial information; financial consulting; security and bond brokerage; security trade information; trusted management; charity fund raising; brokerage; guarantee; trust

2. Licensed website

universal website: Noah Wealth Management
universal website registration No.: 20051028146268884
Registration Term: from October 28, 2005 until October 28, 2010

3. Licensed domain name

Domain name 1: www.noahwm.com
Registration V Term: from November 10, 2005 until November 10, 2010

Domain name 2: www.noahwm.com.cn
Registration Term: from November 10, 2005 until November 10, 2010

4. Licensed software

Software: “Noah Wealth Management Client Management System and Corporate Website” software

Exhibit 10.7

Form of Power of Attorney

I, , a citizen of the People's Republic of China ("China") with Chinese Identification Card No. , and a holder of % of the entire shares of Shanghai Noah Investment Management Co., Ltd. ("Shanghai Noah") ("My Shareholding"), hereby irrevocably authorize **Shanghai Fuzhou Investment Consulting Co., Ltd.** ("Shanghai Fuzhou") to exercise the following rights relating to My Shareholding during the term of this Power of Attorney:

Shanghai Fuzhou is hereby authorized to act on behalf of myself as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including without limitation to: 1) attend shareholders' meetings of Shanghai Noah; 2) exercise all the shareholder's rights and shareholder's voting rights I am entitled to under the laws of China and Shanghai Noah's Articles of Association, including but not limited to the sale or transfer or pledge or disposition of My Shareholding in part or in whole; and 3) designate and appoint on behalf of myself the legal representative (chairperson), the director, supervisor, the chief executive officer and other senior management members of Shanghai Noah.

Shanghai Fuzhou is hereby authorized to designate any person as my exclusive agent and attorney to sign on behalf of myself with respect of My Shareholding any and all legal documents necessary for Shanghai Fuzhou and/or any other entity or individual designated by Shanghai Fuzhou to obtain my Shareholding without any encumbrance, including without limitation the Share Transfer Agreement according to which Shanghai Fuzhou and/or any other entity or individual designated by Shanghai Fuzhou will be transferred with My Shareholding.

All the actions associated with My Shareholding conducted by Shanghai Fuzhou shall be deemed as my own actions, and all the documents related to My Shareholding executed by Shanghai Fuzhou shall be deemed to be executed by me. I hereby acknowledge and ratify those actions and/or documents by Shanghai Fuzhou.

Shanghai Fuzhou is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent.

This Power of Attorney shall be irrevocable and continuously valid from the date of execution of this Power of Attorney, so long as I am a shareholder of Shanghai Fuzhou.

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to Shanghai Fuzhou through this Power of Attorney, and shall not exercise such rights by myself.

Exhibit 10.8

Execution Copy

Share Pledge Agreement

THIS SHARE PLEDGE AGREEMENT (this "Agreement") is made on September 3, 2007, in Shanghai, the People's Republic of China, by and among:

Party A (the "Pledgee"):

Shanghai Fuzhou Investment Consulting Co., Ltd.
Legal address: 9th Floor, Jinsui Mansion, No. 379 South Pudong Road Pudong New Area, Shanghai 200120, China

Party B (the "Pledgor"):

Name	**Address**	**ID Number**
WANG Jingbo	Room 101, No. 13, Lane 666, Longdong Avenue, Pudong New District, Shanghai, PRC	510102197206082866
YIN Zhe	Room 301, No. 7, Lane 839, Yunshan Road, Pudong New District, Shanghai, PRC	310106197411053210
ZHANG Xinjun	No. 22, Lane 242, Tiantong Road, Hongkou District, Shanghai, PRC	310109197412220825
WEI Yan	Room 501, No. 36, Lane 199, Biyun Road, Pudong New District, Shanghai, PRC	512323197702050024
HE Boquan	Room 13-15, 32nd Floor, No. 183-187 Daduhui Plaza, North Tianhe Road, Tianhe District, Guangzhou City, Guangdong Province, PRC	442000601107545
YAN Qianghua	Room 505-506, No. 22, Lane 2185, YAN Qianghua North Zhongshan Road, Putuo District, Shanghai, PRC	310107195601070844

In this Agreement, Party A and Party B are referred to collectively as the "Parties", individually the "Party"; WANG Jingbo, YIN Zhe, ZHANG Xinjun, WEI Yan, HE Boquan and YAN Qianghua are referred to collectively as Party B.

WHEREAS:

(1) Party A is a wholly foreign owned enterprise legally incorporated and validly existing under the laws of the People's Republic of China with full status as an entity incorporated;

(2) Each of WANG Jingbo, YIN Zhe, ZHANG Xinjun, WEI Yan, HE Boquan and YAN Qianghua owns, respectively, 46%, 12%, 4%, 3%, 25% and 10% of the registered capital of Shanghai Noah Investment Management Co., Ltd. (the "Company");

(3) In connection with signing this Agreement, the Parties will also enter into a certain exclusive purchase agreement, according to which Party B agrees to grant to Party A or any entity or individual designated by Party A an irrevocable and exclusive right to purchase, directly or indirectly, all or part of the shares of the Company owned by it;

(4) In connection with signing this Agreement, Party A will enter into a certain exclusive support and service agreement, whereby Party A agrees to provide on exclusive basis support and services to the Company, and the Company will pay service fees to Party A; and

(5) To ensure performance by Party B and the Company of any and all of its obligations under the Exclusive Purchase Agreement and the Exclusive Support and Services Agreement, respectively, Party B agrees to pledge all shares of the Company owned by it in favor of Party A.

NOW, THEREFORE, with consideration of the foregoing and mutual promises and agreements of the Parties, the Parties agree as follows:

I. Share Pledge

1. As security for the performance by Party B and the Company of any and all of its obligations under the Exclusive Purchase Agreement and the Exclusive Support and Services Agreement, respectively, Party B agrees to pledge all shares of the Company owned by it (including all shares of the Company obtained by Party B now and in the future, and all derivative interests relating to the shares of the Company owned by Party B now and in the future, including without limitation the agreements provided under Clauses 2.13 and 2.14) in favor of Party A (the "Pledged Shares").

2. Without written consent of Party A, Party B may not transfer the Pledged Shares to any other party.

3. Perfection of the pledge: within three business days after the date of this Agreement and the date of any subsequent change to the Pledged Shares (including without limitation increase of share capital), Party B shall cause the Company to record the particulars relating to the share pledge contemplated hereunder on the register of members of the Company, and such pledge shall be effective as of the date on which the Pledged shares are recorded on the register of members of the Company. Party B shall cause the Company to have its register of members under maintenance of Party A.

II. Representations and Warranties of Party B

1. All reports, documents and information provided by Party B to Party A before, at and after the date of this Agreement in respect of the Pledgor and all matters required under this Agreement are true and correct in all material aspects at of the date of this Agreement.
2. Upon signing this Agreement, Party B is the sole legal owner of the Pledged Shares, which ownership is free from any dispute, and Party is entitled to dispose all or any part of the Pledged Shares.
3. The Pledged Shares may be legally pledged and transferred, and Party B has sufficient rights and powers to pledge the Pledged Shares in favor of Party A under this Agreement.
4. Except the pledge provided hereunder, Party B has not and, without Party A's prior written consent, will not impose any other pledge or encumbrance on the Pledged Shares.
5. Party B shall be responsible for recording the share pledge arrangement contemplated hereunder (the "Share Pledge") on the register of members of the Company on the date of this Agreement.
6. Execution, delivery and performance of this Agreement will not violate or conflict with all laws then applicable to Party B, or any of the agreements to which Party B is a party or is binding upon its assets, or any court judgments, arbitration awards, or administrative orders.
7. Party A may dispose the Pledged Shares as provided under this Agreement.
8. Without prior written consent of Party A, Party B may not transfer the Pledged Shares.
9. Party B shall be in compliance with all laws and regulations applicable to the Share Pledge, deliver to Party A all notices, orders or comments relating to the Share Pledge issued or prepared from relevant agencies within five days upon its receipt of the same and, at reasonable request or consent of Party A, comply with such notices, orders or comments.
10. Upon occurrence of any actions, arbitrations or other claims which may have adverse effect on the interests of Party B or Party A under the Exclusive Purchase Agreement and this Agreement or the Pledged Shares, Party B warrants to promptly notify Party A of such occurrence and, at reasonable request of Party A, take all measures necessary to safeguard Party A's rights and interests upon the Pledged Shares.
11. During the term of this Agreement, Party A will not be liable for any impairment of the Pledged Shares, and Party B may not make any claim or request against Party A for such impairment, unless it is directly caused by Party A's willful conduct or material negligence.
12. With prior written consent of Party A, Party B may increase the share capital of the Company, provided that the share capital so increased will form part of the pledge contemplated hereunder.
13. With prior written consent of Party A, Party B may be entitled to dividend distributable from the Pledge Shares. Such dividends shall be deposited into an account designated by Party A, under custody of Party A and form part of the pledge contemplated hereunder.

14. Party B shall notify Party A immediately of any occurrence which affects Party A's rights and interests upon the pledge or Party B's warranties or other obligations under this Agreement.

15. Party B has not and, without written consent of Party A, will not make any borrowing, provide any security, purchase or sell any material assets, or take any other action which may have material effect upon the assets conditions of the Company.

16. Party B warrants that Party A's rights and interests upon the pledge provided under this Agreement will not be interfered or damaged by Party B, or its successor, representative or any other party.

17. Each of the Pledgors agrees to be jointly and severally liable to Party A for any default by any other Pledgors. Upon occurrence of any default event, Party A may dispose any of the Pledged Shares of any Pledgor as provided under this Agreement.

18. Party B will make best efforts to take any actions and sign any documents deemed necessary to consummate this Agreement by Party A in good faith.

19. Party B hereby expressly waive any of the rights it may have under the laws of the PRC which may affect Party A's rights and interests upon the pledge under this Agreement (including without limitation any right of first refusal, right of subrogation or right of prior consent).

20. Party B warrants to comply and perform all undertakings, covenants, agreements, representations and terms of this Agreement. If Party B defaults or fail to perform this Agreement in whole, Party A may hold Party B liable for any loss arising from such default or failure.

21. All of the warranties provided by Party B under Clause II are subject to applicable laws and regulations of the PRC. If any conflict occurs between any of Party B's warranties and the laws and regulations of the PRC, such warranty shall be null and void, for which Party B will not be held liable.

III. Perfection of the Pledge

1. The Parties agree that during the term of the Agreement, if Party A incurs any losses, damages or expenses due to breach of its obligations under the Exclusive Support and Services Agreement by the Company or breach of its obligations under the Exclusive Purchase Agreement by Party B, Party A may sell by way of discount or auction, or dispose the Pledged Shares under this Agreement, the proceeds from which will be preferentially paid to Party A. Party A will not be liable for any loss arising from its reasonable exercise of such rights and powers.

2. Any expenses reasonably incurred in connection with Party A's exercise of any or all rights and powers provided under the preceding paragraph shall be paid by Party B, which expenses may be set off from such payments entitled to Party A through its exercise of its rights and powers.

3. Party B may not impose any obstacle in Party A's exercise of the rights and interests upon the pledge provided hereunder, and shall provide active cooperation to ensure smooth perfection of such rights by Party A.

4. Party A shall notify Party B three business days in advance in writing of its exercise of rights and interests upon the pledge provided hereunder.

5. Any payments receivable by Party A from its rights and powers shall be applied in the following order:

    a. Firstly, to pay any and all expenses arising from the disposal of the pledge and Party A's exercise of its rights and powers (including attorney's fees and agent's commissions);

    b. Secondly, to pay any taxes payable in connection with the disposal of the pledge; and

    c. Thirdly, to pay any debts secured by Party A;

    Any balance of such payment after the foregoing applications shall be returned to Party B or provided to any other person entitled to such payment under relevant laws and regulations or to the notary public at the place of Party A (any expenses relating thereof shall be paid by Party B);

6. The Pledgee may elect to exercise remedies available to it at once or from time to time. The Pledgee may sell by auction or dispose the pledge under this Agreement without prior exercise of any remedies available to it.

IV. Transfer of the Rights and Obligations

1. Without prior consent of Party A, Party B may not transfer or delegate any of its rights and obligations under this Agreement to any other party.

2. Party A may transfer all or part of its rights and obligations under this Agreement to any third party at any time. Under such circumstance, such third party will have the rights and obligations under this Agreement as if it is a party hereto. At the request of Party A, Party B shall sign any agreements and/or documents relating to such transfer.

V. Effect and Term

1. This Agreement shall be effective upon signature or affixture of seals by the Parties and recording of the Share Pledge on the register of members.

2. The term of the Share Pledge under this Agreement shall be the same with the term of Exclusive Purchase Agreement.

VI. Notices

Unless otherwise advised in writing, all notices relating to this Agreement shall be given to the following addresses and deemed duly given, if by registered mail, on the date shown on its

return receipt; if by person, on the date when it is delivered; if by fax, on the date shown on the confirmation of its receipt, provided that it shall be followed by delivery of the original notice by person or registered mail to the following addresses:

If to Party A: Shanghai Fuzhou Investment Consulting Co., Ltd.
Legal address: 9th Floor, Jinsui Mansion, No. 379 South Pudong Road Pudong New Area, Shanghai 200120, China
Attention: WANG Jingbo
Fax: 021-68869611

If to Party B:

Name	**Address**	**Fax**
WANG Jingbo	Room 101, No. 13, Lane 666, Longdong Avenue, Pudong New District, Shanghai, PRC, 201204	021-68869611
YIN Zhe	Room 301, No. 7, Lane 839, Yunshan Road, Pudong New District, Shanghai, PRC, 200135	021-68869611
ZHANG Xinjun	No. 22, Lane 242, Tiantong Road, Hongkou District, Shanghai, PRC, 200122	021-68869611
WEI Yan	Room 501, No. 36, Lane 199, Biyun Road, Pudong New District, Shanghai, PRC, 200135	021-68869611
HE Boquan	Room 13-15, 32nd Floor, No. 183-187 Daduhui Plaza, North Tianhe Road, Tianhe District, Guangzhou City, Guangdong Province, PRC, 510075	021-68869611
YAN Qianghua	Room 505-506, No. 22, Lane 2185, YAN Qianghua North Zhongshan Road, Putuo District, Shanghai, PRC, 200063	021-68869611

VII. Governing Laws and Dispute Resolutions

1. The effect, interpretation, performance and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.
2. Any dispute arising from performance of or in connection with this Agreement shall be resolved through negotiations of the Parties or, if such negotiations fail within thirty days, may be submitted by any Party to China International Economic and Trade Arbitration Commission ("CIETAC"), Shanghai Sub-Commission, for arbitration by three arbitrators appointed according to the rules of CIETAC. The arbitration award is conclusive and binding upon each Party.

VIII. Miscellaneous

1. Any expenses relating to the execution, delivery and performance of this Agreement, including without limitation attorney's fees and other expenses, if any, relating to the Share Pledge, shall be paid by Party A.
2. The rights and obligations of the Parties under this Agreement shall be succeeded by their respective successors, as if they are a party hereto.
3. Any change and supplement to this Agreement shall be separately agreed in writing by the Parties.
4. This Agreement shall be read and understood in conjunction with the Exclusive Purchase Agreement and the Exclusive Support and Services Agreement. In the event of any doubts, this Agreement shall be interpreted with reference to the Exclusive Purchase Agreement and the Exclusive Support and Services Agreement.
5. This Agreement is valid by itself, and will not become invalid due to the whole or partial invalidity of the Exclusive Purchase Agreement and the Exclusive Support and Services Agreement.
6. This Agreement is made in Chinese in three originals, and each Party shall hold one copy. Each original copy has the same legal effect. Each Party may produce any number of counterparts of this Agreement as it deems necessary.

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IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

Party A: the Pledgee

/s/ Shanghai Fuzhou Investment Consulting Co., Ltd.

Party B: the Pledgor

/s/ WANG Jingbo

/s/ YIN Zhe

/s/ ZHANG Xinjun

/s/ WEI Yan

/s/ HE Boquan

/s/ YAN Qianghua

Exhibit 10.9

Entrust Loan Agreement

Borrower: Jingbo Wang ("Party A")
Lender: Shanghai Branch of China Minsheng Bank ("Party B")

Whereas, Shanghai Noah Rongyao Investment Consulting Co., Ltd. (the "Entrusting Party") has entered into an entrusting agreement on June 25, 2009 (the "Entrusting Agreement"), under which Party B is entrusted to grant loan to Party A, Party A and Party B hereby agree as follows:

Article 1 The Lender grants the entrusted loan as follows:

1.1 Amount of the loan: RMB12,420,000

1.2 Purpose of the loan: business activities in connection with Shanghai Noah Investment Consulting Co., Ltd.

1.3 Term of the loan: three years from June 25, 2009 to June 25, 2012

1.4 No interest.

Article 2 The commission fee of the entrusting loan is RMB12,420, which shall be paid by Party A to Party B within five (5) days from the date hereof in one time.

Article 3 Party A shall withdraw the loan in one time.

Article 4 The principal of the entrusting loan shall be paid when due.

Article 5 Prepayment of the loan by Party A shall be consented by the Entrusting Party in advance, not liquidated damages are required.

Article 6 Whether liquidated damages shall be paid to the Entrusting Party is subject to negotiation by the Borrower and the Entrusting Party.

Article 7-10 Intentionally left blank.

Article 11 Anything not included herein shall be agreed upon by Party A and Party B otherwise in writing as an attachment to this agreement. Attachments to this agreement shall from an integral part of this agreement and enjoy the same legal force as this agreement.

Article 12 This agreement shall be executed in three counterparts, each of which shall be held by Party A, Party B and the Entrusting Party.

Article 13 If the starting date and expiration date of the loan under this agreement is different from the loan statement, the latter shall prevail. The loan statement forms an integral part of this agreement and enjoys the same legal force as this agreement.

Article 14 The interests shall be paid based on the interest rate determined by the Entrusting Party. If the Entrusting Party or Party A requires adjusting the interest rate and the two parties reach an agreement, the interest rate under this agreement can be adjusted.

Article 15 Rights and obligations of Party A

15.1 Party A warrants that all the materials provided by him are true, legitimate and effective.

15.2 Party A warrants that the usage of the loan is in conformity with the laws and regulations of PRC.

15.3 If there is any event that poses major threat to Party A's performance of its repayment obligation, Party A shall notify Party B in writing within five (5) days.

15.4 Party A warrants that in the event of change of address, Party A shall notify Party B within five (5) days after such change.

15.5 Before Party A uses the loan, loan statement shall be made with Party B at one time or several times according to the withdraw plan under this agreement.

15.6 Party A shall open an account at China Minsheng Bank in order to carry out procedures regarding withdraw, repayment of principal and interests.

15.7 Party A shall pay the principal and interests to Party B as stipulated.

15.8 During the term of the loan, Party A agrees and authorizes Party B to provide Party A's personal credit information and relevant borrowing conditions to PBOC's personal credit information basis database and personal credit database established upon the approval of competent credit department. Party A also agrees Party B to check its credit information from PBOC's personal credit information basic database and other credit department.

Article 16 Rights and obligations of Party B

16.1 Party B is entitled to request Party A to provide materials relevant to this loan.

16.2 Party B shall allocate the principal of the loan to the account opened at China Minsheng Bank by Party A.

16.3 Party B is entitled to check the usage of the entrusted loan, Party A shall cooperate and provide convenience.

16.4 When Party A is late for any due payment, Party A authorizes Party B to deduct relevant amount from the account designated by Party A which is opened at China Minsheng Bank. If no account is designated or the amount deducted from the account is not enough, Party B is entitled to deduct from any other account opened by Party A at any branches of China Minsheng Bank or require Party A to make repayment. Party B shall not liable for the interest loss or any other losses occurred to Party A.

Article 17 After execution of this agreement, both parties should perform their obligations hereunder, any party failing to perform or fully perform their obligations shall bear the relevant liabilities for breach of contract and compensate the losses occurred to the other party.

Article 18 In the event of one or more the following, Party B is entitled to stop making the loan and declare that all the outstanding loans become due and require Party A to repay all the principal and interests in advance, Party A is also entitled to dispose the collaterals and/or require the guarantee to assume joint and several liability.

18.1 Party A fails to repay the principal and interests of the loan as stipulated or use the loan as stipulated.

18.2 Party A or the guarantor is declared missing, becomes unemployed, limited in civil capacity or loses civil capacity, becomes imprisoned due to criminal offense; or circumstances jeopardizing repayment of Party B's loan are occurred to Party A or the guarantee, such as major illness or major accidents; or the guarantor fails to strengthen its guarantee responsibilities as required by Party B in the event of the above circumstances or in the event of merger, spin-off, restructuring, settlement and reform; or Party A fails to provide supplemental guarantee as required if the guarantor is unable to perform its guarantee responsibility due to dissolution, termination of business, cancellation or revocation of the business license, liquidation, restructuring, settlement, bankruptcy, closure caused by court ruling or administrative order.

18.3 Proofs in connection with the loan provide by Party A to Party B are untrue and incomplete, and have probably or already caused major losses to Party B or jeopardizing repayment of Party B's loan.

18.4 Party A has lost or will probably lose his ability to repay loans because of his involvement in litigation which resulted in the judicial organization to confiscate or limit his property, thus posing a major threat to repayment of Party B's loan; or Party A fails to provide supplemental guarantee if the above is occurred to the guarantor.

18.5 The pledgor/guarantor sells, leases, lends, transfers, exchanges, gives, re-pledges/mortgages or disposes the collaterals in other ways, which poses a major threat to repayment of Party B's loan, Party A fails to provide supplemental guarantee as required by Party B.

18.6 During the term of the loan, the collaterals are destructed, lost or the value of the collaterals are diminished and no remedy is made, thus impairing the guarantor's ability of guarantee, Party A fails to provide supplemental guarantee as required by Party B.

18.7 Guarantor breaches its obligation or commitment hereunder and impairs Party B's ability to realize its lender's right, Party A fails to provide supplemental guarantee as required by Party B.

18.8 Party A breaches his liabilities hereunder and seriously impairs Party B's ability to realize its lender's right.

Article 19 If Party B fails to release the loan in the stipulated amount and on the stipulated date, Party B shall pay liquidated damages to Party A according to the actual delayed days and late payment interest rate, except for the circumstances where Party B fails to release the loan in full amount due to Party or the guarantor's reason.

Article 20 This agreement shall become effective upon signature by Party A and signature or seal by the main responsible person or agent of Party B and affixing of official seal/special seal for contractual uses. However, if this agreement stipulates that a guarantee agreement to be entered into between Party B and Party A or the guarantor, before such guarantee agreement is entered into and relevant procedures under such guarantee agreement are completed, Party B is not obliged to release the loan.

Article 21 Neither party shall change or terminate this agreement in advance after effectiveness of this agreement, any change or termination of this agreement shall be agreed upon by both parties in writing.

Article 22 If any change to this agreement is beyond the power entrusted to Party B by the Entrusting Party, such change should obtain consent from the Entrusting Party and a written agreement shall be executed among Party A, Party B and the Entrusting Party.

Article 23 Any dispute arising from this agreement shall be settled through litigation, any party is entitled to bring a lawsuit to competent people's court.

Article 24 Notice and delivery

24.1 Any notice or written communication sent by one party to the other party as stipulated, including (but not limited to) any and all the written documents or notices which are required to be sent out as stipulated, shall be sent out by registered mail, fax, special delivery or other ways of communication to the address as set forth on the first page of this agreement.

24.2 The above documents and notices shall be deemed to have been received on the fourth day after delivery if sent out by registered mail; on the date when the fax completion receipt is received if sent out by fax; on the date when the above documents or notices are delivered to the receiving party's address by the delivery person if sent out by special delivery. If there is any change to the contact information, the relevant party should notify the other party of the changed information in writing within five (5) days after the change. The notices, documents or application as stipulated hereunder should be delivered to the changed address afterwards.

Article 25 This agreement is agreed upon by both parties.

This Agreement is executed by Party A and Party B in Shanghai.

Party A:

/s/ Jingbo Wang

Party B:

/s/ Shanghai Branch of China Minsheng Bank

Exhibit 10.10

Entrust Loan Agreement

Borrower: Zhe Yin ("Party A")
Lender: Shanghai Branch of China Minsheng Bank ("Party B")

Whereas, Shanghai Noah Rongyao Investment Consulting Co., Ltd. (the "Entrusting Party") has entered into an entrusting agreement on June 25, 2009 (the "Entrusting Agreement"), under which Party B is entrusted to grant loan to Party A, Party A and Party B hereby agree as follows:

Article 1 The Lender grants the entrusted loan as follows:

1.1 Amount of the loan: RMB3,240,000

1.2 Purpose of the loan: business activities in connection with Shanghai Noah Investment Consulting Co., Ltd.

1.3 Term of the loan: three years from June 25, 2009 to June 25, 2012

1.4 No interest.

Article 2 The commission fee of the entrusting loan is RMB3,240, which shall be paid by Party A to Party B within five (5) days from the date hereof in one time.

Article 3 Party A shall withdraw the loan in one time.

Article 4 The principal of the entrusting loan shall be paid when due.

Article 5 Prepayment of the loan by Party A shall be consented by the Entrusting Party in advance, not liquidated damages are required.

Article 6 Whether liquidated damages shall be paid to the Entrusting Party is subject to negotiation by the Borrower and the Entrusting Party.

Article 7-10 Intentionally left blank.

Article 11 Anything not included herein shall be agreed upon by Party A and Party B otherwise in writing as an attachment to this agreement. Attachments to this agreement shall from an integral part of this agreement and enjoy the same legal force as this agreement.

Article 12 This agreement shall be executed in three counterparts, each of which shall be held by Party A, Party B and the Entrusting Party.

Article 13 If the starting date and expiration date of the loan under this agreement is different from the loan statement, the latter shall prevail. The loan statement forms an integral part of this agreement and enjoys the same legal force as this agreement.

Article 14 The interests shall be paid based on the interest rate determined by the Entrusting Party. If the Entrusting Party or Party A requires adjusting the interest rate and the two parties reach an agreement, the interest rate under this agreement can be adjusted.

Article 15 Rights and obligations of Party A

15.1 Party A warrants that all the materials provided by him are true, legitimate and effective.

15.2 Party A warrants that the usage of the loan is in conformity with the laws and regulations of PRC.

15.3 If there is any event that poses major threat to Party A's performance of its repayment obligation, Party A shall notify Party B in writing within five (5) days.

15.4 Party A warrants that in the event of change of address, Party A shall notify Party B within five (5) days after such change.

15.5 Before Party A uses the loan, loan statement shall be made with Party B at one time or several times according to the withdraw plan under this agreement.

15.6 Party A shall open an account at China Minsheng Bank in order to carry out procedures regarding withdraw, repayment of principal and interests.

15.7 Party A shall pay the principal and interests to Party B as stipulated.

15.8 During the term of the loan, Party A agrees and authorizes Party B to provide Party A's personal credit information and relevant borrowing conditions to PBOC's personal credit information basis database and personal credit database established upon the approval of competent credit department. Party A also agrees Party B to check its credit information from PBOC's personal credit information basic database and other credit department.

Article 16 Rights and obligations of Party B

16.1 Party B is entitled to request Party A to provide materials relevant to this loan.

16.2 Party B shall allocate the principal of the loan to the account opened at China Minsheng Bank by Party A.

16.3 Party B is entitled to check the usage of the entrusted loan, Party A shall cooperate and provide convenience.

16.4 When Party A is late for any due payment, Party A authorizes Party B to deduct relevant amount from the account designated by Party A which is opened at China Minsheng Bank. If no account is designated or the amount deducted from the account is not enough, Party B is entitled to deduct from any other account opened by Party A at any branches of China Minsheng Bank or require Party A to make repayment. Party B shall not liable for the interest loss or any other losses occurred to Party A.

Article 17 After execution of this agreement, both parties should perform their obligations hereunder, any party failing to perform or fully perform their obligations shall bear the relevant liabilities for breach of contract and compensate the losses occurred to the other party.

Article 18 In the event of one or more the following, Party B is entitled to stop making the loan and declare that all the outstanding loans become due and require Party A to repay all the principal and interests in advance, Party A is also entitled to dispose the collaterals and/or require the guarantee to assume joint and several liability.

18.1 Party A fails to repay the principal and interests of the loan as stipulated or use the loan as stipulated.

18.2 Party A or the guarantor is declared missing, becomes unemployed, limited in civil capacity or loses civil capacity, becomes imprisoned due to criminal offense; or circumstances jeopardizing repayment of Party B's loan are occurred to Party A or the guarantee, such as major illness or major accidents; or the guarantor fails to strengthen its guarantee responsibilities as required by Party B in the event of the above circumstances or in the event of merger, spin-off, restructuring, settlement and reform; or Party A fails to provide supplemental guarantee as required if the guarantor is unable to perform its guarantee responsibility due to dissolution, termination of business, cancellation or revocation of the business license, liquidation, restructuring, settlement, bankruptcy, closure caused by court ruling or administrative order.

18.3 Proofs in connection with the loan provide by Party A to Party B are untrue and incomplete, and have probably or already caused major losses to Party B or jeopardizing repayment of Party B's loan.

18.4 Party A has lost or will probably lose his ability to repay loans because of his involvement in litigation which resulted in the judicial organization to confiscate or limit his property, thus posing a major threat to repayment of Party B's loan; or Party A fails to provide supplemental guarantee if the above is occurred to the guarantor.

18.5 The pledgor/guarantor sells, leases, lends, transfers, exchanges, gives, re-pledges/mortgages or disposes the collaterals in other ways, which poses a major threat to repayment of Party B's loan, Party A fails to provide supplemental guarantee as required by Party B.

18.6 During the term of the loan, the collaterals are destructed, lost or the value of the collaterals are diminished and no remedy is made, thus impairing the guarantor's ability of guarantee, Party A fails to provide supplemental guarantee as required by Party B.

18.7 Guarantor breaches its obligation or commitment hereunder and impairs Party B's ability to realize its lender's right, Party A fails to provide supplemental guarantee as required by Party B.

18.8 Party A breaches his liabilities hereunder and seriously impairs Party B's ability to realize its lender's right.

Article 19 If Party B fails to release the loan in the stipulated amount and on the stipulated date, Party B shall pay liquidated damages to Party A according to the actual delayed days and late payment interest rate, except for the circumstances where Party B fails to release the loan in full amount due to Party or the guarantor's reason.

Article 20 This agreement shall become effective upon signature by Party A and signature or seal by the main responsible person or agent of Party B and affixing of official seal/special seal for contractual uses. However, if this agreement stipulates that a guarantee agreement to be entered into between Party B and Party A or the guarantor, before such guarantee agreement is entered into and relevant procedures under such guarantee agreement are completed, Party B is not obliged to release the loan.

Article 21 Neither party shall change or terminate this agreement in advance after effectiveness of this agreement, any change or termination of this agreement shall be agreed upon by both parties in writing.

Article 22 If any change to this agreement is beyond the power entrusted to Party B by the Entrusting Party, such change should obtain consent from the Entrusting Party and a written agreement shall be executed among Party A, Party B and the Entrusting Party.

Article 23 Any dispute arising from this agreement shall be settled through litigation, any party is entitled to bring a lawsuit to competent people's court.

Article 24 Notice and delivery

24.1 Any notice or written communication sent by one party to the other party as stipulated, including (but not limited to) any and all the written documents or notices which are required to be sent out as stipulated, shall be sent out by registered mail, fax, special delivery or other ways of communication to the address as set forth on the first page of this agreement.

24.2 The above documents and notices shall be deemed to have been received on the fourth day after delivery if sent out by registered mail; on the date when the fax completion receipt is received if sent out by fax; on the date when the above documents or notices are delivered to the receiving party's address by the delivery person if sent out by special delivery. If there is any change to the contact information, the relevant party should notify the other party of the changed information in writing within five (5) days after the change. The notices, documents or application as stipulated hereunder should be delivered to the changed address afterwards.

Article 25 This agreement is agreed upon by both parties.

This Agreement is executed by Party A and Party B in Shanghai.

Party A:

/s/ Zhe Yin

Party B:

/s/ Shanghai Branch of China Minsheng Bank

Exhibit 10.11

Entrust Loan Agreement

Borrower: Boquan He ("Party A")
Lender: Shanghai Branch of China Minsheng Bank ("Party B")

Whereas, Shanghai Noah Rongyao Investment Consulting Co., Ltd. (the "Entrusting Party") has entered into an entrusting agreement on June 25, 2009 (the "Entrusting Agreement"), under which Party B is entrusted to grant loan to Party A, Party A and Party B hereby agree as follows:

Article 1 The Lender grants the entrusted loan as follows:

1.1 Amount of the loan: RMB6,750,000

1.2 Purpose of the loan: business activities in connection with Shanghai Noah Investment Consulting Co., Ltd.

1.3 Term of the loan: three years from June 25, 2009 to June 25, 2012

1.4 No interest.

Article 2 The commission fee of the entrusting loan is RMB6,750, which shall be paid by Party A to Party B within five (5) days from the date hereof in one time.

Article 3 Party A shall withdraw the loan in one time.

Article 4 The principal of the entrusting loan shall be paid when due.

Article 5 Prepayment of the loan by Party A shall be consented by the Entrusting Party in advance, not liquidated damages are required.

Article 6 Whether liquidated damages shall be paid to the Entrusting Party is subject to negotiation by the Borrower and the Entrusting Party.

Article 7-10 Intentionally left blank.

Article 11 Anything not included herein shall be agreed upon by Party A and Party B otherwise in writing as an attachment to this agreement. Attachments to this agreement shall from an integral part of this agreement and enjoy the same legal force as this agreement.

Article 12 This agreement shall be executed in three counterparts, each of which shall be held by Party A, Party B and the Entrusting Party.

Article 13 If the starting date and expiration date of the loan under this agreement is different from the loan statement, the latter shall prevail. The loan statement forms an integral part of this agreement and enjoys the same legal force as this agreement.

Article 14 The interests shall be paid based on the interest rate determined by the Entrusting Party. If the Entrusting Party or Party A requires adjusting the interest rate and the two parties reach an agreement, the interest rate under this agreement can be adjusted.

Article 15 Rights and obligations of Party A

15.1 Party A warrants that all the materials provided by him are true, legitimate and effective.

15.2 Party A warrants that the usage of the loan is in conformity with the laws and regulations of PRC.

15.3 If there is any event that poses major threat to Party A's performance of its repayment obligation, Party A shall notify Party B in writing within five (5) days.

15.4 Party A warrants that in the event of change of address, Party A shall notify Party B within five (5) days after such change.

15.5 Before Party A uses the loan, loan statement shall be made with Party B at one time or several times according to the withdraw plan under this agreement.

15.6 Party A shall open an account at China Minsheng Bank in order to carry out procedures regarding withdraw, repayment of principal and interests.

15.7 Party A shall pay the principal and interests to Party B as stipulated.

15.8 During the term of the loan, Party A agrees and authorizes Party B to provide Party A's personal credit information and relevant borrowing conditions to PBOC's personal credit information basis database and personal credit database established upon the approval of competent credit department. Party A also agrees Party B to check its credit information from PBOC's personal credit information basic database and other credit department.

Article 16 Rights and obligations of Party B

16.1 Party B is entitled to request Party A to provide materials relevant to this loan.

16.2 Party B shall allocate the principal of the loan to the account opened at China Minsheng Bank by Party A.

16.3 Party B is entitled to check the usage of the entrusted loan, Party A shall cooperate and provide convenience.

16.4 When Party A is late for any due payment, Party A authorizes Party B to deduct relevant amount from the account designated by Party A which is opened at China Minsheng Bank. If no account is designated or the amount deducted from the account is not enough, Party B is entitled to deduct from any other account opened by Party A at any branches of China Minsheng Bank or require Party A to make repayment. Party B shall not liable for the interest loss or any other losses occurred to Party A.

Article 17 After execution of this agreement, both parties should perform their obligations hereunder, any party failing to perform or fully perform their obligations shall bear the relevant liabilities for breach of contract and compensate the losses occurred to the other party.

Article 18 In the event of one or more the following, Party B is entitled to stop making the loan and declare that all the outstanding loans become due and require Party A to repay all the principal and interests in advance, Party A is also entitled to dispose the collaterals and/or require the guarantee to assume joint and several liability.

18.1 Party A fails to repay the principal and interests of the loan as stipulated or use the loan as stipulated.

18.2 Party A or the guarantor is declared missing, becomes unemployed, limited in civil capacity or loses civil capacity, becomes imprisoned due to criminal offense; or circumstances jeopardizing repayment of Party B's loan are occurred to Party A or the guarantee, such as major illness or major accidents; or the guarantor fails to strengthen its guarantee responsibilities as required by Party B in the event of the above circumstances or in the event of merger, spin-off, restructuring, settlement and reform; or Party A fails to provide supplemental guarantee as required if the guarantor is unable to perform its guarantee responsibility due to dissolution, termination of business, cancellation or revocation of the business license, liquidation, restructuring, settlement, bankruptcy, closure caused by court ruling or administrative order.

18.3 Proofs in connection with the loan provide by Party A to Party B are untrue and incomplete, and have probably or already caused major losses to Party B or jeopardizing repayment of Party B's loan.

18.4 Party A has lost or will probably lose his ability to repay loans because of his involvement in litigation which resulted in the judicial organization to confiscate or limit his property, thus posing a major threat to repayment of Party B's loan; or Party A fails to provide supplemental guarantee if the above is occurred to the guarantor.

18.5 The pledgor/guarantor sells, leases, lends, transfers, exchanges, gives, re-pledges/mortgages or disposes the collaterals in other ways, which poses a major threat to repayment of Party B's loan, Party A fails to provide supplemental guarantee as required by Party B.

18.6 During the term of the loan, the collaterals are destructed, lost or the value of the collaterals are diminished and no remedy is made, thus impairing the guarantor's ability of guarantee, Party A fails to provide supplemental guarantee as required by Party B.

18.7 Guarantor breaches its obligation or commitment hereunder and impairs Party B's ability to realize its lender's right, Party A fails to provide supplemental guarantee as required by Party B.

18.8 Party A breaches his liabilities hereunder and seriously impairs Party B's ability to realize its lender's right.

Article 19 If Party B fails to release the loan in the stipulated amount and on the stipulated date, Party B shall pay liquidated damages to Party A according to the actual delayed days and late payment interest rate, except for the circumstances where Party B fails to release the loan in full amount due to Party or the guarantor's reason.

Article 20 This agreement shall become effective upon signature by Party A and signature or seal by the main responsible person or agent of Party B and affixing of official seal/special seal for contractual uses. However, if this agreement stipulates that a guarantee agreement to be entered into between Party B and Party A or the guarantor, before such guarantee agreement is entered into and relevant procedures under such guarantee agreement are completed, Party B is not obliged to release the loan.

Article 21 Neither party shall change or terminate this agreement in advance after effectiveness of this agreement, any change or termination of this agreement shall be agreed upon by both parties in writing.

Article 22 If any change to this agreement is beyond the power entrusted to Party B by the Entrusting Party, such change should obtain consent from the Entrusting Party and a written agreement shall be executed among Party A, Party B and the Entrusting Party.

Article 23 Any dispute arising from this agreement shall be settled through litigation, any party is entitled to bring a lawsuit to competent people's court.

Article 24 Notice and delivery

24.1 Any notice or written communication sent by one party to the other party as stipulated, including (but not limited to) any and all the written documents or notices which are required to be sent out as stipulated, shall be sent out by registered mail, fax, special delivery or other ways of communication to the address as set forth on the first page of this agreement.

24.2 The above documents and notices shall be deemed to have been received on the fourth day after delivery if sent out by registered mail; on the date when the fax completion receipt is received if sent out by fax; on the date when the above documents or notices are delivered to the receiving party's address by the delivery person if sent out by special delivery. If there is any change to the contact information, the relevant party should notify the other party of the changed information in writing within five (5) days after the change. The notices, documents or application as stipulated hereunder should be delivered to the changed address afterwards.

Article 25 This agreement is agreed upon by both parties.

This Agreement is executed by Party A and Party B in Shanghai.

Party A:

/s/ Boquan He

Party B:

/s/ Shanghai Branch of China Minsheng Bank

Exhibit 10.12

Entrust Loan Agreement

Borrower: Yan Wei ("Party A")
Lender: Shanghai Branch of China Minsheng Bank ("Party B")

Whereas, Shanghai Noah Rongyao Investment Consulting Co., Ltd. (the "Entrusting Party") has entered into an entrusting agreement on June 25, 2009 (the "Entrusting Agreement"), under which Party B is entrusted to grant loan to Party A, Party A and Party B hereby agree as follows:

Article 1 The Lender grants the entrusted loan as follows:

1.1 Amount of the loan: RMB810,000

1.2 Purpose of the loan: business activities in connection with Shanghai Noah Investment Consulting Co., Ltd.

1.3 Term of the loan: three years from June 25, 2009 to June 25, 2012

1.4 No interest.

Article 2 The commission fee of the entrusting loan is RMB1,000, which shall be paid by Party A to Party B within five (5) days from the date hereof in one time.

Article 3 Party A shall withdraw the loan in one time.

Article 4 The principal of the entrusting loan shall be paid when due.

Article 5 Prepayment of the loan by Party A shall be consented by the Entrusting Party in advance, not liquidated damages are required.

Article 6 Whether liquidated damages shall be paid to the Entrusting Party is subject to negotiation by the Borrower and the Entrusting Party.

Article 7-10 Intentionally left blank.

Article 11 Anything not included herein shall be agreed upon by Party A and Party B otherwise in writing as an attachment to this agreement. Attachments to this agreement shall from an integral part of this agreement and enjoy the same legal force as this agreement.

Article 12 This agreement shall be executed in three counterparts, each of which shall be held by Party A, Party B and the Entrusting Party.

Article 13 If the starting date and expiration date of the loan under this agreement is different from the loan statement, the latter shall prevail. The loan statement forms an integral part of this agreement and enjoys the same legal force as this agreement.

Article 14 The interests shall be paid based on the interest rate determined by the Entrusting Party. If the Entrusting Party or Party A requires adjusting the interest rate and the two parties reach an agreement, the interest rate under this agreement can be adjusted.

Article 15 Rights and obligations of Party A

15.1 Party A warrants that all the materials provided by him are true, legitimate and effective.

15.2 Party A warrants that the usage of the loan is in conformity with the laws and regulations of PRC.

15.3 If there is any event that poses major threat to Party A's performance of its repayment obligation, Party A shall notify Party B in writing within five (5) days.

15.4 Party A warrants that in the event of change of address, Party A shall notify Party B within five (5) days after such change.

15.5 Before Party A uses the loan, loan statement shall be made with Party B at one time or several times according to the withdraw plan under this agreement.

15.6 Party A shall open an account at China Minsheng Bank in order to carry out procedures regarding withdraw, repayment of principal and interests.

15.7 Party A shall pay the principal and interests to Party B as stipulated.

15.8 During the term of the loan, Party A agrees and authorizes Party B to provide Party A's personal credit information and relevant borrowing conditions to PBOC's personal credit information basis database and personal credit database established upon the approval of competent credit department. Party A also agrees Party B to check its credit information from PBOC's personal credit information basic database and other credit department.

Article 16 Rights and obligations of Party B

16.1 Party B is entitled to request Party A to provide materials relevant to this loan.

16.2 Party B shall allocate the principal of the loan to the account opened at China Minsheng Bank by Party A.

16.3 Party B is entitled to check the usage of the entrusted loan, Party A shall cooperate and provide convenience.

16.4 When Party A is late for any due payment, Party A authorizes Party B to deduct relevant amount from the account designated by Party A which is opened at China Minsheng Bank. If no account is designated or the amount deducted from the account is not enough, Party B is entitled to deduct from any other account opened by Party A at any branches of China Minsheng Bank or require Party A to make repayment. Party B shall not liable for the interest loss or any other losses occurred to Party A.

Article 17 After execution of this agreement, both parties should perform their obligations hereunder, any party failing to perform or fully perform their obligations shall bear the relevant liabilities for breach of contract and compensate the losses occurred to the other party.

Article 18 In the event of one or more the following, Party B is entitled to stop making the loan and declare that all the outstanding loans become due and require Party A to repay all the principal and interests in advance, Party A is also entitled to dispose the collaterals and/or require the guarantee to assume joint and several liability.

18.1 Party A fails to repay the principal and interests of the loan as stipulated or use the loan as stipulated.

18.2 Party A or the guarantor is declared missing, becomes unemployed, limited in civil capacity or loses civil capacity, becomes imprisoned due to criminal offense; or circumstances jeopardizing repayment of Party B's loan are occurred to Party A or the guarantee, such as major illness or major accidents; or the guarantor fails to strengthen its guarantee responsibilities as required by Party B in the event of the above circumstances or in the event of merger, spin-off, restructuring, settlement and reform; or Party A fails to provide supplemental guarantee as required if the guarantor is unable to perform its guarantee responsibility due to dissolution, termination of business, cancellation or revocation of the business license, liquidation, restructuring, settlement, bankruptcy, closure caused by court ruling or administrative order.

18.3 Proofs in connection with the loan provide by Party A to Party B are untrue and incomplete, and have probably or already caused major losses to Party B or jeopardizing repayment of Party B's loan.

18.4 Party A has lost or will probably lose his ability to repay loans because of his involvement in litigation which resulted in the judicial organization to confiscate or limit his property, thus posing a major threat to repayment of Party B's loan; or Party A fails to provide supplemental guarantee if the above is occurred to the guarantor.

18.5 The pledgor/guarantor sells, leases, lends, transfers, exchanges, gives, re-pledges/mortgages or disposes the collaterals in other ways, which poses a major threat to repayment of Party B's loan, Party A fails to provide supplemental guarantee as required by Party B.

18.6 During the term of the loan, the collaterals are destructed, lost or the value of the collaterals are diminished and no remedy is made, thus impairing the guarantor's ability of guarantee, Party A fails to provide supplemental guarantee as required by Party B.

18.7 Guarantor breaches its obligation or commitment hereunder and impairs Party B's ability to realize its lender's right, Party A fails to provide supplemental guarantee as required by Party B.

18.8 Party A breaches his liabilities hereunder and seriously impairs Party B's ability to realize its lender's right.

Article 19 If Party B fails to release the loan in the stipulated amount and on the stipulated date, Party B shall pay liquidated damages to Party A according to the actual delayed days and late payment interest rate, except for the circumstances where Party B fails to release the loan in full amount due to Party or the guarantor's reason.

Article 20 This agreement shall become effective upon signature by Party A and signature or seal by the main responsible person or agent of Party B and affixing of official seal/special seal for contractual uses. However, if this agreement stipulates that a guarantee agreement to be entered into between Party B and Party A or the guarantor, before such guarantee agreement is entered into and relevant procedures under such guarantee agreement are completed, Party B is not obliged to release the loan.

Article 21 Neither party shall change or terminate this agreement in advance after effectiveness of this agreement, any change or termination of this agreement shall be agreed upon by both parties in writing.

Article 22 If any change to this agreement is beyond the power entrusted to Party B by the Entrusting Party, such change should obtain consent from the Entrusting Party and a written agreement shall be executed among Party A, Party B and the Entrusting Party.

Article 23 Any dispute arising from this agreement shall be settled through litigation, any party is entitled to bring a lawsuit to competent people's court.

Article 24 Notice and delivery

24.1 Any notice or written communication sent by one party to the other party as stipulated, including (but not limited to) any and all the written documents or notices which are required to be sent out as stipulated, shall be sent out by registered mail, fax, special delivery or other ways of communication to the address as set forth on the first page of this agreement.

24.2 The above documents and notices shall be deemed to have been received on the fourth day after delivery if sent out by registered mail; on the date when the fax completion receipt is received if sent out by fax; on the date when the above documents or notices are delivered to the receiving party's address by the delivery person if sent out by special delivery. If there is any change to the contact information, the relevant party should notify the other party of the changed information in writing within five (5) days after the change. The notices, documents or application as stipulated hereunder should be delivered to the changed address afterwards.

Article 25 This agreement is agreed upon by both parties.

This Agreement is executed by Party A and Party B in Shanghai.

Party A:

/s/ Yan Wei

Party B:

/s/ Shanghai Branch of China Minsheng Bank

Exhibit 10.13

Entrust Loan Agreement

Borrower: Qianghua Yan ("Party A")
Lender: Shanghai Branch of China Minsheng Bank ("Party B")

Whereas, Shanghai Noah Rongyao Investment Consulting Co., Ltd. (the "Entrusting Party") has entered into an entrusting agreement on June 25, 2009 (the "Entrusting Agreement"), under which Party B is entrusted to grant loan to Party A, Party A and Party B hereby agree as follows:

Article 1 The Lender grants the entrusted loan as follows:

1.1 Amount of the loan: RMB2,700,000

1.2 Purpose of the loan: business activities in connection with Shanghai Noah Investment Consulting Co., Ltd.

1.3 Term of the loan: three years from June 25, 2009 to June 25, 2012

1.4 No interest.

Article 2 The commission fee of the entrusting loan is RMB2,700, which shall be paid by Party A to Party B within five (5) days from the date hereof in one time.

Article 3 Party A shall withdraw the loan in one time.

Article 4 The principal of the entrusting loan shall be paid when due.

Article 5 Prepayment of the loan by Party A shall be consented by the Entrusting Party in advance, not liquidated damages are required.

Article 6 Whether liquidated damages shall be paid to the Entrusting Party is subject to negotiation by the Borrower and the Entrusting Party.

Article 7-10 Intentionally left blank.

Article 11 Anything not included herein shall be agreed upon by Party A and Party B otherwise in writing as an attachment to this agreement. Attachments to this agreement shall from an integral part of this agreement and enjoy the same legal force as this agreement.

Article 12 This agreement shall be executed in three counterparts, each of which shall be held by Party A, Party B and the Entrusting Party.

Article 13 If the starting date and expiration date of the loan under this agreement is different from the loan statement, the latter shall prevail. The loan statement forms an integral part of this agreement and enjoys the same legal force as this agreement.

Article 14 The interests shall be paid based on the interest rate determined by the Entrusting Party. If the Entrusting Party or Party A requires adjusting the interest rate and the two parties reach an agreement, the interest rate under this agreement can be adjusted.

Article 15 Rights and obligations of Party A

15.1 Party A warrants that all the materials provided by him are true, legitimate and effective.

15.2 Party A warrants that the usage of the loan is in conformity with the laws and regulations of PRC.

15.3 If there is any event that poses major threat to Party A's performance of its repayment obligation, Party A shall notify Party B in writing within five (5) days.

15.4 Party A warrants that in the event of change of address, Party A shall notify Party B within five (5) days after such change.

15.5 Before Party A uses the loan, loan statement shall be made with Party B at one time or several times according to the withdraw plan under this agreement.

15.6 Party A shall open an account at China Minsheng Bank in order to carry out procedures regarding withdraw, repayment of principal and interests.

15.7 Party A shall pay the principal and interests to Party B as stipulated.

15.8 During the term of the loan, Party A agrees and authorizes Party B to provide Party A's personal credit information and relevant borrowing conditions to PBOC's personal credit information basis database and personal credit database established upon the approval of competent credit department. Party A also agrees Party B to check its credit information from PBOC's personal credit information basic database and other credit department.

Article 16 Rights and obligations of Party B

16.1 Party B is entitled to request Party A to provide materials relevant to this loan.

16.2 Party B shall allocate the principal of the loan to the account opened at China Minsheng Bank by Party A.

16.3 Party B is entitled to check the usage of the entrusted loan, Party A shall cooperate and provide convenience.

16.4 When Party A is late for any due payment, Party A authorizes Party B to deduct relevant amount from the account designated by Party A which is opened at China Minsheng Bank. If no account is designated or the amount deducted from the account is not enough, Party B is entitled to deduct from any other account opened by Party A at any branches of China Minsheng Bank or require Party A to make repayment. Party B shall not liable for the interest loss or any other losses occurred to Party A.

Article 17 After execution of this agreement, both parties should perform their obligations hereunder, any party failing to perform or fully perform their obligations shall bear the relevant liabilities for breach of contract and compensate the losses occurred to the other party.

Article 18 In the event of one or more the following, Party B is entitled to stop making the loan and declare that all the outstanding loans become due and require Party A to repay all the principal and interests in advance, Party A is also entitled to dispose the collaterals and/or require the guarantee to assume joint and several liability.

18.1 Party A fails to repay the principal and interests of the loan as stipulated or use the loan as stipulated.

18.2 Party A or the guarantor is declared missing, becomes unemployed, limited in civil capacity or loses civil capacity, becomes imprisoned due to criminal offense; or circumstances jeopardizing repayment of Party B's loan are occurred to Party A or the guarantee, such as major illness or major accidents; or the guarantor fails to strengthen its guarantee responsibilities as required by Party B in the event of the above circumstances or in the event of merger, spin-off, restructuring, settlement and reform; or Party A fails to provide supplemental guarantee as required if the guarantor is unable to perform its guarantee responsibility due to dissolution, termination of business, cancellation or revocation of the business license, liquidation, restructuring, settlement, bankruptcy, closure caused by court ruling or administrative order.

18.3 Proofs in connection with the loan provide by Party A to Party B are untrue and incomplete, and have probably or already caused major losses to Party B or jeopardizing repayment of Party B's loan.

18.4 Party A has lost or will probably lose his ability to repay loans because of his involvement in litigation which resulted in the judicial organization to confiscate or limit his property, thus posing a major threat to repayment of Party B's loan; or Party A fails to provide supplemental guarantee if the above is occurred to the guarantor.

18.5 The pledgor/guarantor sells, leases, lends, transfers, exchanges, gives, re-pledges/mortgages or disposes the collaterals in other ways, which poses a major threat to repayment of Party B's loan, Party A fails to provide supplemental guarantee as required by Party B.

18.6 During the term of the loan, the collaterals are destructed, lost or the value of the collaterals are diminished and no remedy is made, thus impairing the guarantor's ability of guarantee, Party A fails to provide supplemental guarantee as required by Party B.

18.7 Guarantor breaches its obligation or commitment hereunder and impairs Party B's ability to realize its lender's right, Party A fails to provide supplemental guarantee as required by Party B.

18.8 Party A breaches his liabilities hereunder and seriously impairs Party B's ability to realize its lender's right.

Article 19 If Party B fails to release the loan in the stipulated amount and on the stipulated date, Party B shall pay liquidated damages to Party A according to the actual delayed days and late payment interest rate, except for the circumstances where Party B fails to release the loan in full amount due to Party or the guarantor's reason.

Article 20 This agreement shall become effective upon signature by Party A and signature or seal by the main responsible person or agent of Party B and affixing of official seal/special seal for contractual uses. However, if this agreement stipulates that a guarantee agreement to be entered into between Party B and Party A or the guarantor, before such guarantee agreement is entered into and relevant procedures under such guarantee agreement are completed, Party B is not obliged to release the loan.

Article 21 Neither party shall change or terminate this agreement in advance after effectiveness of this agreement, any change or termination of this agreement shall be agreed upon by both parties in writing.

Article 22 If any change to this agreement is beyond the power entrusted to Party B by the Entrusting Party, such change should obtain consent from the Entrusting Party and a written agreement shall be executed among Party A, Party B and the Entrusting Party.

Article 23 Any dispute arising from this agreement shall be settled through litigation, any party is entitled to bring a lawsuit to competent people's court.

Article 24 Notice and delivery

24.1 Any notice or written communication sent by one party to the other party as stipulated, including (but not limited to) any and all the written documents or notices which are required to be sent out as stipulated, shall be sent out by registered mail, fax, special delivery or other ways of communication to the address as set forth on the first page of this agreement.

24.2 The above documents and notices shall be deemed to have been received on the fourth day after delivery if sent out by registered mail; on the date when the fax completion receipt is received if sent out by fax; on the date when the above documents or notices are delivered to the receiving party's address by the delivery person if sent out by special delivery. If there is any change to the contact information, the relevant party should notify the other party of the changed information in writing within five (5) days after the change. The notices, documents or application as stipulated hereunder should be delivered to the changed address afterwards.

Article 25 This agreement is agreed upon by both parties.

This Agreement is executed by Party A and Party B in Shanghai.

Party A:

/s/ Qianghua Yan

Party B:

/s/ Shanghai Branch of China Minsheng Bank

Exhibit 10.14

Entrust Loan Agreement

Borrower: Xinjun Zhang ("Party A")
Lender: Shanghai Branch of China Minsheng Bank ("Party B")

Whereas, Shanghai Noah Rongyao Investment Consulting Co., Ltd. (the "Entrusting Party") has entered into an entrusting agreement on June 25, 2009 (the "Entrusting Agreement"), under which Party B is entrusted to grant loan to Party A, Party A and Party B hereby agree as follows:

Article 1 The Lender grants the entrusted loan as follows:

1.1 Amount of the loan: RMB1,080,000

1.2 Purpose of the loan: business activities in connection with Shanghai Noah Investment Consulting Co., Ltd.

1.3 Term of the loan: three years from June 25, 2009 to June 25, 2012

1.4 No interest.

Article 2 The commission fee of the entrusting loan is RMB1,080, which shall be paid by Party A to Party B within five (5) days from the date hereof in one time.

Article 3 Party A shall withdraw the loan in one time.

Article 4 The principal of the entrusting loan shall be paid when due.

Article 5 Prepayment of the loan by Party A shall be consented by the Entrusting Party in advance, not liquidated damages are required.

Article 6 Whether liquidated damages shall be paid to the Entrusting Party is subject to negotiation by the Borrower and the Entrusting Party.

Article 7-10 Intentionally left blank.

Article 11 Anything not included herein shall be agreed upon by Party A and Party B otherwise in writing as an attachment to this agreement. Attachments to this agreement shall from an integral part of this agreement and enjoy the same legal force as this agreement.

Article 12 This agreement shall be executed in three counterparts, each of which shall be held by Party A, Party B and the Entrusting Party.

Article 13 If the starting date and expiration date of the loan under this agreement is different from the loan statement, the latter shall prevail. The loan statement forms an integral part of this agreement and enjoys the same legal force as this agreement.

Article 14 The interests shall be paid based on the interest rate determined by the Entrusting Party. If the Entrusting Party or Party A requires adjusting the interest rate and the two parties reach an agreement, the interest rate under this agreement can be adjusted.

Article 15 Rights and obligations of Party A

15.1 Party A warrants that all the materials provided by him are true, legitimate and effective.

15.2 Party A warrants that the usage of the loan is in conformity with the laws and regulations of PRC.

15.3 If there is any event that poses major threat to Party A's performance of its repayment obligation, Party A shall notify Party B in writing within five (5) days.

15.4 Party A warrants that in the event of change of address, Party A shall notify Party B within five (5) days after such change.

15.5 Before Party A uses the loan, loan statement shall be made with Party B at one time or several times according to the withdraw plan under this agreement.

15.6 Party A shall open an account at China Minsheng Bank in order to carry out procedures regarding withdraw, repayment of principal and interests.

15.7 Party A shall pay the principal and interests to Party B as stipulated.

15.8 During the term of the loan, Party A agrees and authorizes Party B to provide Party A's personal credit information and relevant borrowing conditions to PBOC's personal credit information basis database and personal credit database established upon the approval of competent credit department. Party A also agrees Party B to check its credit information from PBOC's personal credit information basic database and other credit department.

Article 16 Rights and obligations of Party B

16.1 Party B is entitled to request Party A to provide materials relevant to this loan.

16.2 Party B shall allocate the principal of the loan to the account opened at China Minsheng Bank by Party A.

16.3 Party B is entitled to check the usage of the entrusted loan, Party A shall cooperate and provide convenience.

16.4 When Party A is late for any due payment, Party A authorizes Party B to deduct relevant amount from the account designated by Party A which is opened at China Minsheng Bank. If no account is designated or the amount deducted from the account is not enough, Party B is entitled to deduct from any other account opened by Party A at any branches of China Minsheng Bank or require Party A to make repayment. Party B shall not liable for the interest loss or any other losses occurred to Party A.

Article 17 After execution of this agreement, both parties should perform their obligations hereunder, any party failing to perform or fully perform their obligations shall bear the relevant liabilities for breach of contract and compensate the losses occurred to the other party.

Article 18 In the event of one or more the following, Party B is entitled to stop making the loan and declare that all the outstanding loans become due and require Party A to repay all the principal and interests in advance, Party A is also entitled to dispose the collaterals and/or require the guarantee to assume joint and several liability.

18.1 Party A fails to repay the principal and interests of the loan as stipulated or use the loan as stipulated.

18.2 Party A or the guarantor is declared missing, becomes unemployed, limited in civil capacity or loses civil capacity, becomes imprisoned due to criminal offense; or circumstances jeopardizing repayment of Party B's loan are occurred to Party A or the guarantee, such as major illness or major accidents; or the guarantor fails to strengthen its guarantee responsibilities as required by Party B in the event of the above circumstances or in the event of merger, spin-off, restructuring, settlement and reform; or Party A fails to provide supplemental guarantee as required if the guarantor is unable to perform its guarantee responsibility due to dissolution, termination of business, cancellation or revocation of the business license, liquidation, restructuring, settlement, bankruptcy, closure caused by court ruling or administrative order.

18.3 Proofs in connection with the loan provide by Party A to Party B are untrue and incomplete, and have probably or already caused major losses to Party B or jeopardizing repayment of Party B's loan.

18.4 Party A has lost or will probably lose his ability to repay loans because of his involvement in litigation which resulted in the judicial organization to confiscate or limit his property, thus posing a major threat to repayment of Party B's loan; or Party A fails to provide supplemental guarantee if the above is occurred to the guarantor.

18.5 The pledgor/guarantor sells, leases, lends, transfers, exchanges, gives, re-pledges/mortgages or disposes the collaterals in other ways, which poses a major threat to repayment of Party B's loan, Party A fails to provide supplemental guarantee as required by Party B.

18.6 During the term of the loan, the collaterals are destructed, lost or the value of the collaterals are diminished and no remedy is made, thus impairing the guarantor's ability of guarantee, Party A fails to provide supplemental guarantee as required by Party B.

18.7 Guarantor breaches its obligation or commitment hereunder and impairs Party B's ability to realize its lender's right, Party A fails to provide supplemental guarantee as required by Party B.

18.8 Party A breaches his liabilities hereunder and seriously impairs Party B's ability to realize its lender's right.

Article 19 If Party B fails to release the loan in the stipulated amount and on the stipulated date, Party B shall pay liquidated damages to Party A according to the actual delayed days and late payment interest rate, except for the circumstances where Party B fails to release the loan in full amount due to Party or the guarantor's reason.

Article 20 This agreement shall become effective upon signature by Party A and signature or seal by the main responsible person or agent of Party B and affixing of official seal/special seal for contractual uses. However, if this agreement stipulates that a guarantee agreement to be entered into between Party B and Party A or the guarantor, before such guarantee agreement is entered into and relevant procedures under such guarantee agreement are completed, Party B is not obliged to release the loan.

Article 21 Neither party shall change or terminate this agreement in advance after effectiveness of this agreement, any change or termination of this agreement shall be agreed upon by both parties in writing.

Article 22 If any change to this agreement is beyond the power entrusted to Party B by the Entrusting Party, such change should obtain consent from the Entrusting Party and a written agreement shall be executed among Party A, Party B and the Entrusting Party.

Article 23 Any dispute arising from this agreement shall be settled through litigation, any party is entitled to bring a lawsuit to competent people's court.

Article 24 Notice and delivery

24.1 Any notice or written communication sent by one party to the other party as stipulated, including (but not limited to) any and all the written documents or notices which are required to be sent out as stipulated, shall be sent out by registered mail, fax, special delivery or other ways of communication to the address as set forth on the first page of this agreement.

24.2 The above documents and notices shall be deemed to have been received on the fourth day after delivery if sent out by registered mail; on the date when the fax completion receipt is received if sent out by fax; on the date when the above documents or notices are delivered to the receiving party's address by the delivery person if sent out by special delivery. If there is any change to the contact information, the relevant party should notify the other party of the changed information in writing within five (5) days after the change. The notices, documents or application as stipulated hereunder should be delivered to the changed address afterwards.

Article 25 This agreement is agreed upon by both parties.

This Agreement is executed by Party A and Party B in Shanghai.

Party A:

/s/ Xinjun Zhang

Party B:

/s/ Shanghai Branch of China Minsheng Bank

Exhibit 21.1

List of Subsidiaries of Noah Holdings Limited

Name	Jurisdiction of Incorporation	Affiliate Relationship with the Registrant
Shanghai Noah Rongyao Investment Consulting Co., Ltd.	China	Wholly-owned subsidiary
Tianjin Noah Wealth Management Consulting Co., Ltd.	China	Wholly-owned subsidiary
Shanghai Noah Yuanzheng Investment Consulting Co., Ltd.	China	Wholly-owned subsidiary
Tianjin Gefei Asset Management Co., Ltd.	China	Wholly-owned subsidiary
Shanghai Noah Investment Management Co., Ltd	China	Variable interest entity
Shanghai Noah Rongyao Insurance Brokerage Co., Ltd.	China	Variable interest entity
Shanghai Noah Investment Consulting Co., Ltd.	China	Variable interest entity

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form F-1 of our report dated July 26, 2010 relating to the financial statements and financial statement schedule of Noah Holdings Limited appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the headings “Experts” in such Prospectus.

Deloitte Touche Tohmatsu CPA Ltd.

/s/ Deloitte Touche Tohmatsu CPA Ltd.

October 20, 2010

Exhibit 23.6

CONSENT OF BEIJING HEADING CENTURY CONSULTING CO., LTD.

October 18, 2010

Noah Holdings Limited
6th Floor, Times Finance Center
No. 68 Middle Yincheng Road
Pudong, Shanghai 200120
People's Republic of China

Ladies and Gentlemen:

Beijing Heading Century Consulting Co., Ltd. hereby consents to references to its name in the registration statement on Form F-1 (together with any amendments thereto, the "**Registration Statement**") in relation to the initial public offering of Noah Holdings Limited (the "**Company**") to be filed with the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended, and any other future filings with the SEC, including filings on Form 20-F or Form 6-K or other SEC filings (collectively, the "**SEC Filings**").

Beijing Heading Century Consulting Co., Ltd. further consents to inclusion of information, data and statements from the report entitled "China's Private Wealth and Independent Wealth Management Industry Report" (the "**Report**") in the Company's Registration Statement and SEC Filings, and citation of the Report in the Company's Registration Statement and SEC Filings.

Beijing Heading Century Consulting Co., Ltd. also hereby consents to the filing of this letter as an exhibit to the Registration Statement.

Yours faithfully

/s/ Beijing Heading Century Consulting Co., Ltd.

Exhibit 99.1

Noah Holdings Limited
Code of Business Conduct and Ethics

I. PURPOSE

This Code of Business Conduct and Ethics (the "Code") contains general guidelines for conducting the business of Noah Holdings Limited and its subsidiaries and affiliate entities (collectively, the "Company") consistent with the highest standards of business ethics, and is intended to qualify as a "code of ethics" within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder. To the extent this Code requires a higher standard than required by commercial practice or applicable laws, rules or regulations, we adhere to these higher standards.

This Code is designed to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely, and understandable disclosure in reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission (the "SEC") and in other public communications made by the Company;
- compliance with applicable laws, rules and regulations;
- prompt internal reporting of violations of the Code; and
- accountability for adherence to the Code.

II. APPLICABILITY

This Code applies to all of the directors, officers and employees of the Company, whether they work for the Company on a full-time, part-time, consultative, or temporary basis (each an "employee" and collectively, the "employees"). Certain provisions of the Code apply specifically to our chief executive officer, chief financial officer, senior finance officer, controller, vice presidents and any other persons who perform similar functions for the Company (each, a "senior officer," and collectively, "senior officers").

The Board of Directors of the Company (the "Board") has appointed Mr. Tao Thomas Wu, the Company's chief financial officer, as the Compliance Officer for the Company. If you have any questions regarding the Code or would like to report any violation of the Code, please call the Compliance Officer at (86-21)-3860-2301 or e-mail him at compliance@noahwm.com.

This Code was adopted by the Board of the Company on October 19, 2010. The Code shall become effective (the "Effective Time") upon the effectiveness of the Company's registration statement on Form F-1 relating to the Company's initial public offering (the "IPO").

III. CONFLICTS OF INTEREST

Identifying Conflicts of Interest

A conflict of interest occurs when an employee's private interest interferes, or appears to interfere, in any way with the interests of the Company as a whole. You should actively avoid any private interest that may influence your ability to act in the interests of the Company or that may make it difficult to perform your work objectively and effectively. In general, the following should be considered conflicts of interest:

- Competing Business. No employee may be employed by a business that competes with the Company or deprives it of any business.
- Corporate Opportunity. No employee should use corporate property, information or his or her position with the Company to secure a business opportunity that would otherwise be available to the Company. If you discover a business opportunity that is in the Company's line of business, through the use of the Company's property, information or position, you must first present the business opportunity to the Company before pursuing the opportunity in your individual capacity.
- Financial Interests.
    - (i) No employee may have any financial interest (ownership or otherwise), either directly or indirectly through a spouse or other family member, in any other business or entity if such interest adversely affects the employee's performance of duties or responsibilities to the Company, or requires the employee to devote certain time during such employee's working hours at the Company;
    - (ii) No employee may hold any ownership interest in a privately-held company that is in competition with the Company;
    - (iii) An employee may hold up to but no more than 5% ownership interest in a publicly traded company that is in competition with the Company; provided that if the employee's ownership interest in such publicly traded company increases to more than 5%, the employee must immediately report such ownership to the Compliance Officer;
    - (iv) No employee may hold any ownership interest in a company that has a business relationship with the Company if such employee's duties at the Company include managing or supervising the Company's business relations with that company; and

(v) Notwithstanding other provisions of this Code,

(a) a director or an immediate family member of such director (collectively for the director and her/his family member(s), "Director Affiliates") or a senior officer or an immediate family member of such senior officer (collectively for the senior officer and her/his family member(s), "Officer Affiliates") may continue to hold his/her/its investment or other financial interest in a business or entity (an "Interested Business") that:

(1) was made or obtained either (x) before the Company invested in or otherwise became interested in such business or entity; or (y) before the director or senior officer joined the Company (for the avoidance of doubt, regardless of whether the Company had or had not already invested in or otherwise become interested in such business or entity at the time the director or senior officer joined the Company); or

(2) may in the future be made or obtained by the director or senior officer, provided that at the time such investment or other financial interest is made or obtained, the Company has not yet invested in or otherwise become interested in such business or entity;

provided that such director or senior officer shall disclose such investment or other financial interest to the Board;

(b) an interested director or senior officer shall refrain from participating in any discussion among senior officers of the Company relating to an Interested Business and shall not be involved in any proposed transaction between the Company and an Interested Business; and

(c) before any Director Affiliate or Officer Affiliate (i) invests, or otherwise acquires any equity or other financial interest, in a business or entity that is in competition with the Company; or (ii) enters into any transaction with the Company, the related director or senior officer shall obtain advance approval from the Audit Committee of the Board.

For purposes of this Code, a company or entity is deemed to be "in competition with the Company" if it competes with the Company's business of providing wealth management services and/or any other business in which the Company is engaged.

- Loans or Other Financial Transactions. No employee may obtain loans or guarantees of personal obligations from, or enter into any other personal financial transaction with, any company that is a material customer, supplier or competitor of the Company. This guideline does not prohibit arms-length transactions with recognized banks or other financial institutions.

- Service on Boards and Committees. No employee should serve on a board of directors or trustees or on a committee of any entity (whether for-profit or not-for-profit) whose interests reasonably could be expected to conflict with those of the Company. Employees must obtain prior approval from the Board before accepting any such board or committee position. The Company may revisit its approval of any such position at any time to determine whether service in such position is still appropriate.

It is difficult to list all of the ways in which a conflict of interest may arise, and we have provided only a few, limited examples. If you are faced with a difficult business decision that is not addressed above, ask yourself the following questions:

- Is it legal?
- Is it honest and fair?
- Is it in the best interests of the Company?

Disclosure of Conflicts of Interest

The Company requires that employees fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to the Compliance Officer. Conflicts of interest may only be waived by the Board, or the appropriate committee of the Board, and will be promptly disclosed to the public to the extent required by law.

Family Members and Work

The actions of family members outside the workplace may also give rise to conflicts of interest because they may influence an employee's objectivity in making decisions on behalf of the Company. If a member of an employee's family is interested in doing business with the Company, the criteria as to whether to enter into or continue the business relationship, and the terms and conditions of the relationship, must be no less favorable to the Company compared with those that would apply to a non-relative seeking to do business with the Company under similar circumstances.

Employees should report any situation involving family members that could reasonably be expected to give rise to a conflict of interest to their supervisor or the Compliance Officer. For purposes of this Code, "family members" or "members of your family" include your spouse, brothers, sisters and parents, in-laws and children.

IV. GIFTS AND ENTERTAINMENT

The giving and receiving of appropriate gifts may be considered common business practice. Appropriate business gifts and entertainment are welcome courtesies designed to build relationships and understanding among business partners. However, gifts and entertainment should never compromise, or appear to compromise, your ability to make objective and fair business decisions.

It is the responsibility of employees to use good judgment in this area. As a general rule, employees may give or receive gifts or entertainment to or from customers or suppliers only if the gift or entertainment could not be viewed as an inducement to any particular business decision. All gifts and entertainment expenses made on behalf of the Company must be properly accounted for on expense reports.

Employees may only accept appropriate gifts. We encourage employees to submit gifts received to the Company. While it is not mandatory to submit small gifts, gifts of over RMB200 must be submitted immediately to the administration department of the Company.

The Company's business conduct is founded on the principle of "fair transaction." Therefore, no employee may receive kickbacks, bribe others, or secretly receive commissions or any other personal benefits.

V. FCPA COMPLIANCE

The U.S. Foreign Corrupt Practices Act ("FCPA") prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. A violation of FCPA not only violates the Company's policy but is also a civil or criminal offense under FCPA which the Company is subject to after the Effective Time. No employee shall give or authorize directly or indirectly any illegal payments to government officials of any country. While the FCPA does, in certain limited circumstances, allow nominal "facilitating payments" to be made, any such payment must be discussed with and approved by your supervisor in advance before it can be made.

VI. PROTECTION AND USE OF COMPANY ASSETS

Employees should protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

To ensure the protection and proper use of the Company's assets, each employee should:

- Exercise reasonable care to prevent theft, damage or misuse of Company property;

- Promptly report the actual or suspected theft, damage or misuse of Company property;
- Safeguard all electronic programs, data, communications and written materials from inadvertent access by others; and
- Use Company property only for legitimate business purposes.

Except as approved in advance by the Chief Executive Officer or Chief Financial Officer of the Company, the Company prohibits political contributions (directly or through trade associations) by any employee on behalf of the Company. Prohibited political contribution activities include:

- any contributions of Company funds or other assets for political purposes;
- encouraging individual employees to make any such contribution; and
- reimbursing an employee for any political contribution.

VII. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- All inventions, creative works, computer software, and technical or trade secrets developed by an employee in the course of performing the employee's duties or primarily through the use of the Company's materials and technical resources while working at the Company, shall be the property of the Company.
- The Company maintains a strict confidentiality policy. During an employee's term of employment, the employee shall comply with any and all written or unwritten rules and policies concerning confidentiality and shall fulfill the duties and responsibilities concerning confidentiality applicable to the employee.
- In addition to fulfilling the responsibilities associated with his position in the Company, an employee shall not, without first obtaining approval from the Company, disclose, announce or publish trade secrets or other confidential business information of the Company, nor shall an employee use such confidential information outside the course of his duties to the Company.
- Even outside the work environment, an employee must maintain vigilance and refrain from disclosing important information regarding the Company or its business, customers or employees.

- An employee's duty of confidentiality with respect to the confidential information of the Company survives the termination of such employee's employment with the Company for any reason until such time as the Company discloses such information publicly or the information otherwise becomes available in the public sphere through no fault of the employee.
- Upon termination of employment, or at such time as the Company requests, an employee must return to the Company all of its property without exception, including all forms of medium containing confidential information, and may not retain duplicate materials.

VIII. ACCURACY OF FINANCIAL REPORTS AND OTHER PUBLIC COMMUNICATIONS

Upon the completion of the IPO, the Company will be required to report its financial results and other material information about its business to the public and the SEC. It is the Company's policy to promptly disclose accurate and complete information regarding its business, financial condition and results of operations. Employees must strictly comply with all applicable standards, laws, regulations and policies for accounting and financial reporting of transactions, estimates and forecasts. Inaccurate, incomplete or untimely reporting will not be tolerated and can severely damage the Company and result in legal liability.

Employees should be on guard for, and promptly report, any possibility of inaccurate or incomplete financial reporting. Particular attention should be paid to:

- Financial results that seem inconsistent with the performance of the underlying business;
- Transactions that do not seem to have an obvious business purpose; and
- Requests to circumvent ordinary review and approval procedures.

The Company's senior financial officers and other employees working in the Finance Department have a special responsibility to ensure that all of the Company's financial disclosures are full, fair, accurate, timely and understandable. Any practice or situation that might undermine this objective should be reported to the Compliance Officer.

Employees are prohibited from directly or indirectly taking any action to coerce, manipulate, mislead or fraudulently influence the Company's independent auditors for the purpose of rendering the financial statements of the Company materially misleading. Prohibited actions include but are not limited to those actions taken to coerce, manipulate, mislead or fraudulently influence an auditor:

- to issue or reissue a report on the Company's financial statements that is not warranted in the circumstances (due to material violations of U.S. GAAP, generally accepted auditing standards or other professional or regulatory standards);

- not to perform audit, review or other procedures required by generally accepted auditing standards or other professional standards;
- not to withdraw an issued report; or
- not to communicate matters to the Company's Audit Committee.

IX. COMPANY RECORDS

Accurate and reliable records are crucial to the Company's business and form the basis of its earnings statements, financial reports and other disclosures to the public. The Company's records are the source of essential data that guides business decision-making and strategic planning. Company records include, but are not limited to, booking information, payroll, timecards, travel and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of our business.

All Company records must be complete, accurate and reliable in all material respects. There is never an acceptable reason to make false or misleading entries. Undisclosed or unrecorded funds, payments or receipts are strictly prohibited. You are responsible for understanding and complying with the Company's record keeping policy. Contact the Compliance Officer if you have any questions regarding the record keeping policy.

X. COMPLIANCE WITH LAWS AND REGULATIONS

Each employee has an obligation to comply with the laws of the cities, provinces, regions and countries in which the Company operates. This includes, without limitation, laws covering commercial bribery and kickbacks, copyrights, trademarks and trade secrets, information privacy, insider trading, offering or receiving gratuities, employment harassment, environmental protection, occupational health and safety, false or misleading financial information, misuse of corporate assets and foreign currency exchange activities. Employees are expected to understand and comply with all laws, rules and regulations that apply to your position at the Company. If any doubt exists about whether a course of action is lawful, you should seek advice immediately from the Compliance Officer.

XI. DISCRIMINATION AND HARASSMENT

The Company is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, ethnicity, religion, gender, age, national origin or any other protected class. For further information, you should consult the Compliance Officer.

XII. HEALTH AND SAFETY

The Company strives to provide employees with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for other employees by following environmental, safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence and threatening behavior are not permitted.

Each employee is expected to perform his or her duty to the Company in a safe manner, free of the influences of alcohol, illegal drugs or other controlled substances. The use of illegal drugs or other controlled substances in the workplace is prohibited.

XIII. VIOLATIONS OF THE CODE

All employees have a duty to report any known or suspected violation of this Code, including any violation of laws, rules, regulations or policies that apply to the Company. Reporting a known or suspected violation of this Code by others will not be considered an act of disloyalty, but an action to safeguard the reputation and integrity of the Company and its employees.

If you know of or suspect a violation of this Code, it is your responsibility to immediately report the violation to the Compliance Officer, who will work with you to investigate your concern. All questions and reports of known or suspected violations of this Code will be treated with sensitivity and discretion. The Compliance Officer and the Company will protect your confidentiality to the extent possible, consistent with the law and the Company's need to investigate your concern.

It is the Company's policy that any employee who violates this Code will be subject to appropriate discipline, including termination of employment, based upon the facts and circumstances of each particular situation. Your conduct as an employee of the Company, if it does not comply with the law or with this Code, can result in serious consequences for both you and the Company.

The Company strictly prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. An employee inflicting reprisal or retaliation against another employee for reporting a known or suspected violation, will be subject to disciplinary action up to and including termination of employment.

XIV. WAIVERS OF THE CODE

Waivers of this Code will be granted on a case-by-case basis and only in extraordinary circumstances. Waivers of this Code may be made only by the Board, or the appropriate committee of the Board, and may be promptly disclosed to the public if so required by applicable laws and regulations.

XV. CONCLUSION

This Code contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. If you have any questions about these guidelines, please contact the Compliance Officer. We expect all employees to adhere to these standards. Each employee is separately responsible for his or her actions. Conduct that violates the law or this Code cannot be justified by claiming that it was ordered by a supervisor or someone in higher management. If you engage in conduct prohibited by the law or this Code, you will be deemed to have acted outside the scope of your employment. Such conduct will subject you to disciplinary action, including termination of employment.

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LEGAL OPINION

To: **NOAH HOLDINGS LIMITED**
6/F, Times Finance Center
No. 68 Middle Yincheng Road, Pudong
Shanghai, 200120
The People's Republic of China

October 20, 2010

Dear Sir/Madam:

1. We are lawyers qualified in the People's Republic of China (the "PRC") and are qualified to issue opinions on the PRC Laws (as defined in Section 4). For the purpose of this legal opinion (this "Opinion"), the PRC does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

2. We act as the PRC counsel to Noah Holdings Limited (the "Company") , a company incorporated under the laws of Cayman Islands, in connection with (a) the Company's Registration Statement on Form F-1 (the "Registration Statement"), initially filed with the Securities and Exchange Commission (the "SEC") under the U.S. Securities Act of 1933, as amended, including the prospectus that forms a part of the Registration Statement (the "Prospectus"), on October 20, 2010, relating to the offering by the Company of a certain number of the Company's American Depositary Shares ("ADSs"), each representing ordinary shares with a par value US$0.0005 per share of the Company, and (b) the sale of the Company's ADSs and listing of the Company's ADSs on the New York Stock Exchange.

3. In so acting, we have examined the Registration Statement, the originals or copies certified or otherwise identified to our satisfaction, of documents provided to us by the Company and such other documents, corporate records, certificates, approvals and other instruments as we have deemed necessary for the purpose of rendering this opinion, including, without limitation, originals or copies of the agreements and certificates issued by PRC authorities and officers of the Company ("Documents"). In such examination, we have assumed the accuracy of the factual matters described in the Registration Statement and that the Registration Statement and other documents will be executed by the parties in the forms provided to and reviewed by us. We have also assumed the genuineness of all signatures, seals and chops, the authenticity of all documents submitted to us as originals, and the conformity with the originals of all documents submitted to us as copies, and the truthfulness, accuracy and completeness of all factual statements in the documents.

4. The following terms as used in this Opinion are defined as follows:

"Governmental Authorization"	means any approval, consent, permit, authorization, filing, registration, exemption, waiver, endorsement, annual inspection, qualification and license required by the applicable PRC Laws to be obtained from any Government Agency.
"Government Agency"	means any competent government authorities, courts, arbitration commissions, or regulatory bodies of the PRC. "Government Agencies" shall be construed accordingly.
"M&A Rules"	means the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors jointly promulgated by the Ministry of Commerce, the State Assets Supervision and Administration Commission, the State Tax Administration, the State Administration of Industry and Commerce, the China Securities Regulatory Commission ("CSRC") and the State Administration of Foreign Exchange of China on August 8, 2006, as amended on June 22, 2009, and all official clarifications, guidance, interpretations or implementation rules in connection with or related to the M&A Rules.
"Noah Rongyao"	means Shanghai Noah Rongyao Investment Consulting Co., Ltd.
"Noah Investment"	means Shanghai Noah Investment Management Co., Ltd.
"Noah VIE Agreements"	means the agreements described in the "Corporate History and Structure" section of the Prospectus, as listed in Schedule I of this Opinion.
"PRC Subsidiaries"	means Noah Rongyao and its subsidiaries.

"PRC Group Companies"	means the PRC Subsidiaries and the Variable Interest Entities. "PRC Group Company" shall be construed accordingly.
"PRC Laws"	means any and all laws, regulations, statutes, rules, decrees, notices, and supreme court's judicial interpretations currently in force and publicly available in the PRC as of the date hereof.
"Variable Interest Entities"	means Noah Investment and its subsidiaries.

Capitalized terms used herein and not otherwise defined herein shall have the same meanings described in the Registration Statement.

5. Based upon and subject to the foregoing, we are of the opinion that:

(1) *Incorporation and Existence of PRC Group Companies.*

Each of the PRC Group Companies has been duly incorporated and is validly existing as a wholly foreign-owned enterprise with legal person status and limited liability (only in the case of Noah Rongyao) or a limited liability company with legal person status under the PRC Laws and its business license and articles of association are in full force and effect under, and in compliance with, the PRC Laws. The total registered capital of each PRC Group Company has been fully paid in accordance with the relevant PRC Laws. All the equity interests of each PRC Group Company are legally owned by its respective shareholder(s), and, to the best of our knowledge after due inquiry, such equity interests are free and clear of all security interest, encumbrances, mortgage, pledge, liens, equities or claims or any third-party right, unless created under the Noah VIE Agreements as described in the Registration Statement. All Government Authorizations required under the PRC Laws for the ownership by the shareholder(s) of their respective equity interests in each of the PRC Group Companies have been duly obtained.

(2) *Corporate Structure.* The descriptions of the corporate structure of the PRC Group Companies set forth in "Corporate History and Structure" section of the Prospectus are true and accurate and nothing has been omitted from such description which would make the same misleading in any material respects.

We have advised the Company that:

- the ownership structures of Noah Investment, Noah Rongyao and the Company set forth in "Corporate History and Structure" section of the Prospectus, both currently and after giving effect to this offering, comply with all existing PRC Laws;

- the contractual arrangements among Noah Rongyao, Noah Investment and its shareholders governed by PRC Laws are valid, binding and enforceable, and will not result in a violation of PRC Laws;
- the pledges under the share pledge agreement dated September 3, 2007 between Noah Rongyao and the shareholders of Noah Investment were duly created by being recorded on Noah Investment's register of shareholders in accordance with the PRC Guarantee Law; and
- the business operations of Noah Rongyao, Noah Investment and its subsidiaries comply in all material respects with existing PRC Laws.

(3) *M&A Rules*. We have advised the Company as to the content of the M&A Rules, in particular the relevant provisions thereof that purport to require offshore special purpose vehicles formed for the purpose of obtaining a stock exchange listing outside of PRC and controlled directly or indirectly by Chinese companies or natural persons, to obtain the approval of the Ministry of Commerce of the PRC for any merger of or acquisition of interests in its related entities in PRC as well as the approval of the CSRC prior to the listing and trading of their securities on stock exchange located outside of PRC.

We have advised the Company that CSRC approval is not required in the context of this offering because (1) the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like the Company's under this prospectus are subject to the M&A Rules; (2) the Company established Noah Rongyao and its subsidiaries by means of direct investment other than by merger or acquisition of any PRC domestic companies; and (3) the Company established the contractual arrangements between Noah Rongyao and Noah Investment, because the contemporary and current PRC Laws require foreign investors involved in insurance brokerage business to meet certain qualifications, which neither Noah Rongyao nor any of its subsidiaries can meet.

The statements set forth in the Prospectus under the captions "Risk Factors — Risks Related to Doing Business in China — The approval of the CSRC may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot predict whether we will be able to obtain such approval." when taken together with the statements under "Regulation—Regulation on Overseas Listing," are fair and accurate summaries of the matters described therein, and nothing has been omitted from such summaries that would make the same misleading in any material respect.

(4) *Enforceability of Civil Procedures.* We have advised the Company that there is uncertainty as to whether the courts of the PRC would:

- recognize or enforce judgments of United States courts obtained against the Company or directors or officers of the Company predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or
- entertain original actions brought in each respective jurisdiction against the Company or directors or officers of the Company predicated upon the securities laws of the United States or any state in the United States.

We have advised the Company further that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between the PRC and the country where the judgment is made or on principles of reciprocity between jurisdictions. The PRC does not have any treaties or other form of reciprocity with the United States that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against the Company or its directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States.

(5) *Compliance.* Except as disclosed in the Registration Statement, to the best of our knowledge after due and reasonable inquires, the PRC Group Companies are currently in compliance with all applicable PRC Laws in all material respects, and the issuance, sale and delivery of the ADSs and the Shares underlying the ADSs by the Company as described in the Registration Statement will not conflict with, or result in a breach or violation of, the provisions of any applicable PRC Laws.

(6) *Statements in the Prospectus.* The statements in the Prospectus under the headings "Summary", "Risk Factors", "Industry", "Corporate History and Structure" "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Enforceability of Civil Liabilities", "Dividend Policy", "Business", "Management", "Related Party Transactions", "Regulations", "Taxation" and "Legal Matters" (other than the financial statements and related schedules and other financial data contained therein to which we express no opinion) to the extent such statements relate to matters of the PRC Laws or documents, agreements or proceedings governed by the PRC Laws, are true and accurate in all material respects, and fairly present and fairly summarize in all material respects the PRC Laws, documents, agreements or proceedings referred to therein, and we have no reason to believe there has been anything omitted from such statements which would make the statements, in light of the circumstance under which they were made, misleading in any material aspect.

6. This opinion is subject to the following qualifications:

(a) This Opinion relates only to the PRC Laws and we express no opinion as to any other laws and regulations. There is no guarantee that any of the PRC Laws, or the interpretation thereof or enforcement therefor, will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect.

(b) This Opinion is intended to be used in the context which is specifically referred to herein and each section should be looked on as a whole regarding the same subject matter.

(c) This Opinion is subject to the effects of (i) certain legal or statutory principles affecting the enforceability of contractual rights generally under the concepts of public interest, national security, good faith and fair dealing, applicable statutes of limitation, and the limitations by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditor's rights generally; (ii) any circumstance in connection with formulation, execution or performance of any legal documents that would be deemed materially mistaken, clearly unconscionable, fraudulent; (iii) judicial discretion with respect to the availability of injunctive relief, the calculation of damages, and the entitlement of attorneys' fees and other costs; and (iv) the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in connection with the interpretation, implementation and application of relevant PRC Laws.

This Opinion is rendered to you for the purpose hereof only, and save as provided herein, this Opinion shall not be quoted nor shall a copy be given to any person (apart from the addressee) without our express prior written consent except where such disclosure is required to be made by the applicable law or is requested by SEC or any other regulatory agencies.

We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to, the Registration Statement. In giving such consent, we do not thereby admit that we fall within the category of the person whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder.

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[Signature Page]

Yours faithfully,

/s/ Zhong Lun Law Firm

SCHEDULE I

1. Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Jingbo Wang dated June 25, 2009.
2. Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Zhe Yin dated June 25, 2009.
3. Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Boquan He dated June 25, 2009.
4. Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Yan Wei dated June 25, 2009.
5. Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Qianghua Yan dated June 25, 2009.
6. Entrusted Loan Agreement between Shanghai Branch of China Minsheng Bank and Xinjun Zhang dated June 25, 2009.
7. Exclusive Option Agreement between Shanghai Noah Rongyao Investment Consulting Co., Ltd. (formerly known as Shanghai Fuzhou Investment Consulting Co., Ltd.) and shareholders of Noah Investment Management Co., Ltd., dated September 3, 2007.
8. Exclusive Support Service Contract between Shanghai Noah Investment Management Co., Ltd. and Shanghai Noah Rongyao Investment Consulting Co., Ltd. (formerly known as Shanghai Fuzhou Investment Consulting Co., Ltd.), dated September 3, 2007.
9. Share Pledge Agreement between Shanghai Noah Rongyao Investment Consulting Co., Ltd. (formerly known as Shanghai Fuzhou Investment Consulting Co., Ltd.) shareholders of Noah Investment Management Co., Ltd., dated September 3, 2007.
10. Power of Attorney issued by shareholders of Noah Investment Management Co., Ltd., dated September 3, 2007.