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

SCHEDULE 13D
Under the Securities Exchange Act of 1934

(Amendment No. 7)*

Tarena International, Inc.

(Name of Issuer)

Class A Ordinary Shares, par value $0.001 per share

(Title of Class of Securities)

G8675B 105

(CUSIP Number)

Shaoyun Han
Connion Capital Limited
Learningon Limited
Techedu Limited
Moocon Education Limited
c/o 6/F, No. 1 Andingmenwai Street, Litchi Tower
Chaoyang District, Beijing 100011
People's Republic of China
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With copies to:

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

April 30, 2021

(Date of Event Which Requires Filing of this Statement)

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

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

* This statement on Schedule 13D (the "Schedule 13D") constitutes Amendment No. 7 to the initial Schedule 13D (the "Original Schedule 13D") filed on July 24, 2015 on behalf of Mr. Shaoyun Han ("Mr. Han"), Connion Capital Limited ("Connion"), Learningon Limited ("Learningon"), Techedu Limited ("Techedu"), and Moocon Education Limited ("Moocon", and collectively with Mr. Han, Connion, Learningon and Techedu, the "Reporting Persons"), as amended by the Amendment No.1 to the Original Schedule 13D filed on September 8, 2017, Amendment No. 2 to the Original Schedule 13D filed on October 13, 2017, Amendment No. 3 to the Original Schedule 13D filed on December 10, 2018, Amendment No. 4 to the Original Schedule 13D filed on October 15, 2019, Amendment No. 5 to the Original Schedule 13D filed on December 11, 2020, and Amendment No. 6 to the Original Schedule 13D filed on January 21, 2021 on behalf of the Reporting Persons (together with the Original Schedule 13D, the "Original Filings"), with respect to the ordinary shares (the "Ordinary Shares"), comprising Class A ordinary shares, par value $0.001 per share ("Class A Ordinary Shares"), and Class B ordinary shares, par value $0.001 per share ("Class B Ordinary Shares"), of Tarena International, Inc., a Cayman Islands company (the "Company"). Except as amended hereby, the Original Filings remain in full force and effect. Capitalized terms used but not defined in this Amendment No. 7 to the Schedule 13D have the meanings ascribed to them in the Original Filings. The Ordinary Shares beneficially owned by the Reporting Persons (other than Techedu and Moocon) were previously reported on a Schedule 13G filed on February 10, 2015, as amended by amendments thereto.

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

1	NAMES OF REPORTING PERSONS Shaoyun Han		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION The People's Republic of China		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 17,294,192[(1)] Ordinary Shares	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 17,294,192 [(1)] Ordinary Shares	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,294,192 [(1)] Ordinary Shares		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☒[(2)]		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.7% of the Class A Ordinary Shares[(3)] (or 30.7% of the total Ordinary Shares[(4)] assuming conversion of all outstanding Class B Ordinary Shares into Class A Ordinary Shares, representing 67.8% of the total outstanding voting power).		
14	TYPE OF REPORTING PERSON (See Instructions) IN		

(1) Representing (i) 7,206,059 Class B Ordinary Shares held by Learningon, (ii) 1,152,183 Class A Ordinary Shares held by Techedu, (iii) 2,000,000 Class A Ordinary Shares held by Moocon, (iv) 3,594,439 restricted American depositary shares ("ADSs") representing 3,594,439 Class A Ordinary Shares held by Connion, (v) 2,193,223 restricted ADSs representing 2,193,223 Class A Ordinary Shares held by Learningon, (vi) 415,000 Class A Ordinary Shares held by Mr. Han, and (vii) 733,288 Class A Ordinary Shares that Mr. Han may purchase upon exercise of options within 60 days of May 3, 2021. Each Class B Ordinary Share is convertible at the option of the holder into one Class A Ordinary Share. Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances. The rights of the holders of Class A Ordinary Shares and Class B Ordinary Shares are identical, except with respect to conversion rights (noted above) and voting rights. Each Class B Ordinary Share is entitled to ten votes per share, whereas each Class A Ordinary Share is entitled to one vote per share.

(2) Mr. Han may be deemed to be part of a "group" with (i) Talent Fortune Investment Limited which beneficially owns 6,826,263 Class A Ordinary Shares, (ii) New Oriental Education & Technology Group Inc. which beneficially owns 1,000,000 Class A Ordinary Shares, and (iii) Banyan Enterprises A Limited and Banyan Enterprises Limited (together with Banyan Enterprises A Limited, New Oriental Education & Technology Group Inc. and Talent Fortune Investment Limited, the "Other Rollover Shareholders"), which beneficially own 127,173 Class A Ordinary Shares and 720,644 Class A Ordinary Shares, respectively. As discussed in Item 5 of this Schedule 13D, Mr. Han expressly disclaims beneficial ownership of any Ordinary Shares owned by the Other Rollover Shareholders.

(3) Based on 48,439,184 Class A Ordinary Shares outstanding as of February 28, 2021 as reported on the Company's annual report on Form 20-F for the year ended December 31, 2020, filed with the U.S. Securities and Exchange Commission (the "SEC") on April 13, 2021 (the "Company's 20-F"), assuming all Class B Ordinary Shares held by such reporting person are converted into Class A Ordinary Shares and all share options held by such reporting person that are exercisable within 60 days of May 3, 2021 are exercised.

(4) Based on 55,645,243 outstanding Ordinary Shares, being the sum of 48,439,184 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of February 28, 2021 on the Company's 20-F, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares and all share options held by such reporting person that are exercisable within 60 days of May 3, 2021 are exercised.

1	NAMES OF REPORTING PERSONS Connion Capital Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	SOLE VOTING POWER 3,594,439[5] Ordinary Shares
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 3,594,439 [5] Ordinary Shares
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,594,439 [5] Ordinary Shares		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☒[6]		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4% of the Class A Ordinary Shares[7] (or 6.5% of the total Ordinary Shares[8] assuming conversion of all outstanding Class B Ordinary Shares into Class A Ordinary Shares, representing 3.0% of the total outstanding voting power).		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(5) Representing 3,594,439 restricted ADSs, representing 3,594,439 Class A Ordinary Shares held by Connion.

(6) Connion may be deemed to be part of a "group" with the Other Rollover Shareholders. As discussed in Item 5 of this Schedule 13D, Connion expressly disclaims beneficial ownership of any Ordinary Shares owned by the Other Rollover Shareholders.

(7) Based on 48,439,184 Class A Ordinary Shares outstanding as of February 28, 2021 as reported on the Company's 20-F.

(8) Based on 55,645,243 outstanding Ordinary Shares, being the sum of 48,439,184 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of February 28, 2021 on the Company's 20-F, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

1	NAMES OF REPORTING PERSONS Learningon Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 9,399,282[9] Ordinary Shares	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 9,399,282[9] Ordinary Shares	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,399,282[9] Ordinary Shares		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☒[10]		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.9% of the Class A Ordinary Shares[11] (or 16.9% of the total Ordinary Shares[12] assuming conversion of all outstanding Class B Ordinary Shares into Class A Ordinary Shares, representing 61.6% of the total outstanding voting power).		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(9) Representing (i) 7,206,059 Class B Ordinary Shares and (ii) 2,193,223 restricted ADSs representing 2,193,223 Class A Ordinary Shares.

(10) Learningon may be deemed to be part of a "group" with the Other Rollover Shareholders. As discussed in Item 5 of this Schedule 13D, Learningon expressly disclaims beneficial ownership of any Ordinary Shares owned by the Other Rollover Shareholders.

(11) Based on 48,439,184 Class A Ordinary Shares outstanding as of February 28, 2021 as reported on the Company's 20-F, assuming all Class B Ordinary Shares held by such reporting person are converted into Class A Ordinary Shares.

(12) Based on 55,645,243 outstanding Ordinary Shares, being the sum of 48,439,184 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of February 28, 2021 on the Company's 20-F, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

1	NAMES OF REPORTING PERSONS Techedu Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	SOLE VOTING POWER 1,152,183[13] Ordinary Shares
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 1,152,183[13] Ordinary Shares
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,152,183[13] Ordinary Shares		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☒[14]		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.4% of the Class A Ordinary Shares[15] (or 2.1% of the total Ordinary Shares[16] assuming conversion of all outstanding Class B Ordinary Shares into Class A Ordinary Shares, representing 1.0% of the total outstanding voting power).		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(13) Representing 1,152,183 Class A Ordinary Shares.

(14) Techedu may be deemed to be part of a "group" with the Other Rollover Shareholders. As discussed in Item 5 of this Schedule 13D, Techedu expressly disclaims beneficial ownership of any Ordinary Shares owned by the Other Rollover Shareholders.

(15) Based on 48,439,184 Class A Ordinary Shares outstanding as of February 28, 2021 as reported on the Company's 20-F.

(16) Based on 55,645,243 outstanding Ordinary Shares, being the sum of 48,439,184 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of February 28, 2021 on the Company's 20-F, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

1	NAMES OF REPORTING PERSONS Moocon Education Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	SOLE VOTING POWER 2,000,000[17] Ordinary Shares
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 2,000,000[17] Ordinary Shares
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,000,000[17] Ordinary Shares		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☒[18]		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.1% of the Class A Ordinary Shares[19] (or 3.6% of the total Ordinary Shares[20] assuming conversion of all outstanding Class B Ordinary Shares into Class A Ordinary Shares, representing 1.7% of the total outstanding voting power).		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(17) Representing 2,000,000 Class A Ordinary Shares.

(18) Moocon may be deemed to be part of a "group" with the Other Rollover Shareholders. As discussed in Item 5 of this Schedule 13D, Moocon expressly disclaims beneficial ownership of any Ordinary Shares owned by the Other Rollover Shareholders.

(19) Based on 48,439,184 Class A Ordinary Shares outstanding as of February 28, 2021 as reported on the Company's 20-F.

(20) Based on 55,645,243 outstanding Ordinary Shares, being the sum of 48,439,184 Class A Ordinary Shares and 7,206,059 Class B Ordinary Shares outstanding as of February 28, 2021 on the Company's 20-F, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

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

Item 3 of the Schedule 13D is hereby amended and supplemented by the following:

Pursuant to an agreement and plan of merger, dated as of April 30, 2021, (the "Merger Agreement"), among Kidedu Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Parent"), Kidarena Merger Sub, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), and the Company, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving company and a wholly-owned subsidiary of Parent (the "Merger").

It is anticipated that approximately US$122 million will be expended in acquiring the outstanding Ordinary Shares other than the Rollover Shares (as defined below) pursuant to the Merger Agreement. The Merger will be funded through cash contribution by Ascendent Capital Partners III, L.P. or its affiliates (the "Sponsor," together with Mr. Han, the "Buyer Group"). Parent has entered into the equity commitment letter with the Sponsor, Kidtech Limited ("Issuer") and Mr. Han dated April 30, 2021 (the "Equity Commitment Letter"), pursuant to which the Sponsor has agreed, subject to the terms and conditions thereof, to provide the financing amounts, up to US$135 million, for the purpose of financing the Merger consideration. Each of the Reporting Persons and the Other Rollover Shareholders has agreed to roll over all Ordinary Shares he or it beneficially own (the "Rollover Shares") in connection with the Merger in accordance with the terms and conditions of the relevant rollover and support agreement entered into with Parent dated April 30, 2021 (each, a "Support Agreement", and collectively, the "Support Agreements").

The descriptions of the Merger, the Merger Agreement, the Equity Commitment Letter, the Support Agreements set forth in Item 4 below are incorporated by reference in their entirety into this Item 3.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented by the following:

On April 30, 2021, the Company entered into the Merger Agreement with Parent and Merger Sub. Pursuant to the Merger Agreement, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving company and a wholly-owned subsidiary of Parent. At the effective time of the Merger (the "Effective Time"), each Ordinary Share and each ADS issued and outstanding immediately prior to the Effective Time will be cancelled and cease to exist in exchange for the right to receive US$4.00 per Ordinary Share or US$4.00 per ADS (less applicable fees, charges and expenses payable by ADS holders pursuant to the depositary agreement, dated April 2, 2014, entered into by and among the Company, Citibank, N.A. (the "Depositary") and all holders and beneficial owners of ADSs issued thereunder), in each case, in cash, without interest and net of any applicable withholding taxes, except for (a) the Rollover Shares, which will be cancelled without payment of any cash consideration therefor, (b) Ordinary Shares (including Class A Ordinary Shares represented by ADSs) owned by Parent, Merger Sub or the Company or any of its subsidiaries or held in the Company's treasury, and any Ordinary Shares (including Class A Ordinary Shares represented by ADSs) held by the Depositary and reserved for issuance, settlement and allocation pursuant to the Company's share plans, which will be cancelled without payment of any consideration therefor, and (c) Ordinary Shares that are issued and outstanding immediately prior to the Effective Time and that are held by shareholders of the Company who shall have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger in accordance with Section 238 of the Companies Act (2021 Revision) of the Cayman Islands (the "Dissenting Shares"), which will be cancelled at the Effective Time and will entitle the holders thereof to receive the payment of the fair value of such Dissenting Shares held by them determined in accordance with the provisions of Section 238 of the Companies Act (2021 Revision) of the Cayman Islands.

The consummation of the Merger is subject to the satisfaction or waiver of a number of conditions set forth in the Merger Agreement, including the approval of the Merger by the affirmative vote of holders of Shares (including Shares represented by ADSs) representing at least two-thirds of the voting power of the outstanding Shares present and voting in person or by proxy as a single class at the shareholders meeting of the Company or any adjournment or postponement thereof. The Merger Agreement may be terminated by the Company or Parent under certain circumstances.

The purpose of the transactions contemplated under the Merger Agreement, including the Merger, is to acquire all of the outstanding Ordinary Shares other than the Rollover Shares. If the Merger is completed, the Company's ADSs would become eligible for termination of registration pursuant to Section 12(g)(4) of the Act and would be delisted from the Nasdaq Global Select Market. The information disclosed in this paragraph and the preceding two paragraphs is qualified in its entirety by reference to the Merger Agreement, which is incorporated herein by reference in its entirety.

On April 30, 2021, Parent has entered into the Equity Commitment Letter with the Sponsor, Issuer and Mr. Han, pursuant to which, the Sponsor will purchase, directly or indirectly, certain equity securities of Parent (or certain exchangeable notes of Issuer exchangeable for such equity securities of Parent), to fund the Merger consideration in an amount up to US$135 million in connection with the Merger.

Concurrently with the execution of the Merger Agreement, each of the Reporting Persons entered the Support Agreement with Parent (the "Han Support Agreement"), dated as of April 30, 2021, pursuant to which, among other things and subject to the terms and conditions set forth therein, each of the Reporting Persons has agreed to (A) vote all Rollover Shares beneficially owned by him or it in favor of the authorization and approval of the Merger Agreement and the transactions, including the Merger, and (B) upon the terms and subject to the conditions of the Han Support Agreement, cancel the Rollover Shares beneficially owned by him or it and receive no cash consideration for cancellation of the Rollover Shares in accordance with the Merger Agreement in exchange for newly issued shares in Parent.

Concurrently with the execution of the Merger Agreement, Mr. Han executed and delivered a limited guarantee (the "Limited Guarantee") in favor of the Company with respect to a portion of the payment obligations of Parent under the Merger Agreement for the termination fee that may become payable to the Company by Parent under certain circumstances and certain indemnification and reimbursements, as set forth in the Merger Agreement.

Concurrently with the execution of the Merger Agreement, Mr. Han, Issuer, Parent and Titanium Education (Cayman) Limited (the "Investor", a wholly-owned subsidiary of the Sponsor), entered into an interim investor agreement (the "Interim Investor Agreement"), pursuant to which the parties thereto agreed to certain terms and conditions that will govern the actions of such parties and the relationship among such parties with respect to the Merger.

Concurrently with the execution of the Merger Agreement, Mr. Han executed and delivered a personal guarantee (the "Personal Guarantee") to the Investor and the Sponsor (together with the Investor, the "Beneficiaries"), to guarantee in favor of the Beneficiaries with respect to certain payment and performance obligations of Issuer and Parent in connection with the Merger.

Concurrently with the execution of the Merger Agreement, Mr. Han and Techedu executed and delivered a letter of undertaking (the "Gaorong Letter of Undertaking") regarding (A) the share purchase agreement, dated as of December 7, 2018 (as amended from time to time, the "SPA") by and among Banyan Enterprises Limited, Banyan Enterprises A Limited (together with Banyan Enterprises Limited, "Gaorong") and Techedu, as amended by an amendment to SPA, dated as of October 12, 2019, by and among Gaorong, Techedu and Mr. Han, and (B) the personal guarantee, dated October 12, 2019 (the "Gaorong Personal Guarantee"), by and among Mr. Han (as the guarantor), Techedu (as the debtor) and Gaorong (as the creditors), and pursuant to the Gaorong Letter of Undertaking, Mr. Han and Techedu agreed that the SPA and Gaorong Personal Guarantee shall continue to apply, in accordance with the terms and conditions of the Gaorong Letter of Undertaking, with respect to the shares in Parent to be issued to Gaorong upon the consummation of the Merger pursuant to the Support Agreement entered by Gaorong and Parent, dated as of April 30, 2021.

The information disclosed in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, the Equity Commitment Letter, the Han Support Agreement, the Limited Guarantee, the Interim Investor Agreement, the Personal Guarantee and the Gaorong Letter of Undertaking, copies of which are attached hereto as Exhibits P, Q, R, S, T, U and V respectively, and which are incorporated herein by reference in their entirety.

Except as indicated above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Item 5(a)–(d) of the Schedule 13D is hereby amended and restated as follows:

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

As a result of entering into the Support Agreements, the Reporting Persons may be deemed to be members of a "group" with the Other Rollover Shareholders pursuant to Section 13(d) of the Exchange Act. However, each Reporting Person expressly disclaims beneficial ownership of the Ordinary Shares (including Class A Ordinary Shares represented by ADSs) beneficially owned (or deemed to be beneficially owned) by any of the Other Rollover Shareholders. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that any of the Reporting Persons beneficially owns any Ordinary Shares (including Class A Ordinary Shares represented by ADSs) that are beneficially owned (or deemed to be beneficially owned) by any of the Other Rollover Shareholders. The Reporting Persons are only responsible for the information contained in this Schedule 13D and assume no responsibility for information contained in any other Schedules 13D filed by any of the Other Rollover Shareholders.

Talent Fortune Investment Limited beneficially owns 6,826,263 Class A Ordinary Shares. New Oriental Education & Technology Group Inc. beneficially owns 1,000,000 Class A Ordinary Shares. Banyan Enterprises A Limited and Banyan Enterprises Limited beneficially own 127,173 Class A Ordinary Shares and 720,644 Class A Ordinary Shares, respectively.

Accordingly, in the aggregate, the Reporting Persons and the Other Rollover Shareholders may be deemed to beneficially own 18,028,925 Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs, excluding 733,288 Class A Ordinary Shares that Mr. Han may purchase upon exercise of options within 60 days of May 3, 2021) and 7,206,059 Class B Ordinary Shares, which represents approximately 45.3% of total outstanding Ordinary Shares as of February 28, 2021 on the Company's 20-F, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

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

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

(e) Not Applicable.

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

Item 6 of the Schedule 13D is hereby amended and supplemented by the following:

The descriptions of the principal terms of the Merger Agreement, the Equity Commitment Letter, the Han Support Agreement, the Limited Guarantee, the Interim Investor Agreement, the Personal Guarantee and the Gaorong Letter of Undertaking under Item 3 and Item 4 are incorporated herein by reference in their entirety. Any summary of any of those agreements in this Schedule 13D does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, the Equity Commitment Letter, the Han Support Agreement, the Limited Guarantee, the Interim Investor Agreement, the Personal Guarantee and the Gaorong Letter of Undertaking, copies of which are attached hereto as Exhibits P, Q, R, S, T, U and V respectively.

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

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented as follows.

Exhibit No.	Description
A	Joint Filing Agreement dated May 3, 2021 by and among the Reporting Persons.
P	Agreement and Plan of Merger, among Kidedu Holdings Limited, Kidarena Merger Sub and the Company, dated as of April 30, 2021, incorporated herein by reference to Exhibit 99.2 to the Report on Form 6-K furnished by the Company to the SEC on May 3, 2021.
Q	Equity Commitment Letter, dated as of April 30, 2021, among the Sponsor, Issuer, Mr. Han and Parent.
R	Rollover and Support Agreement, dated as of April 30, 2021, among the Reporting Persons and Parent.
S	Limited Guarantee, dated as of April 30, 2021, between Mr. Han and the Company.
T	Interim Investor Agreement, dated as of April 30, 2021, among Mr. Han, the Investor, Issuer and Parent.
U	Personal Guarantee, dated as of April 30, 2021, among Mr. Han, the Sponsor and the Investor.
V	Letter of Undertaking regarding SPA and Personal Guarantee, dated as of April 30, 2021, among Mr. Han, Techedu and Gaorong.

SIGNATURE

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

Date: May 3, 2021

Shaoyun Han

/s/ Shaoyun Han
Shaoyun Han

Connion Capital Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Learningon Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Techedu Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Moocon Education Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Exhibit A

JOINT FILING AGREEMENT

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

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of May 3, 2021.

Shaoyun Han

/s/ Shaoyun Han
Shaoyun Han

Connion Capital Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Learningon Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Techedu Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Moocon Education Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Exhibit Q

Execution Version

April 30, 2021

Kidtech Limited ("Issuer")
Conyers Trust Company (Cayman) Limited
Cricket Square, Hutchins Drive, PO Box 2681
Grand Cayman, KY1-1111, Cayman Islands

Kidedu Holdings Limited ("Parent")
Conyers Trust Company (Cayman) Limited
Cricket Square, Hutchins Drive, PO Box 2681
Grand Cayman, KY1-1111, Cayman Islands

Mr. Han Shaoyun (the "Founder")
6F, No.1, Andingmenwai Street
Litchi Tower, Chaoyang District
Beijing 100011, the PRC

Re: Equity Commitment Letter

Ladies and Gentlemen:

This letter agreement (this "Agreement") sets forth the commitment of the undersigned (the "Sponsor"), subject to (i) the terms and conditions contained in an Agreement and Plan of Merger, dated as of the date hereof, by and among Parent, Kidarena Merger Sub, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned Subsidiary of Parent ("Merger Sub") and Tarena International, Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company") (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly-owned subsidiary of Parent (the "Merger") and (ii) the terms and conditions contained herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Merger Agreement.

1. Commitment. The Sponsor hereby commits, subject to the terms and conditions set forth herein, to purchase, directly or indirectly, certain Equity Securities of Parent (or certain exchangeable notes of Issuer exchangeable for such Equity Securities of Parent (the "Notes")) and to pay or procure to pay as consideration to Parent or Issuer, as applicable, on a date (the "Payment Date") that is no later than two Business Days prior to the Closing, the aggregate cash purchase price equal to the sum of (i) the result of (A) the Per Share Merger Consideration *multiplied* by (B) the number of Shares of the Company issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares, the Dissenting Shares and Shares represented by ADSs) that will be cancelled and cease to exist, in consideration of and exchange for the right to receive the Per Share Merger Consideration, plus (ii) the result of (AA) the Per Share Merger Consideration *multiplied* by (BB) the number of Dissenting Shares issued and outstanding immediately prior to the Effective Time, plus (iii) the result of (AAA) the Per ADS Merger Consideration *multiplied* by (BBB) the number of ADSs issued and outstanding immediately prior to the Effective Time (other than ADSs representing the Excluded Shares), together with the Shares represented by such ADSs, that will be cancelled and cease to exist, in consideration and exchange for the right to receive the Per ADS Merger Consideration (such aggregate principal amount, the "Commitment"), provided that the Commitment shall not exceed US$135,000,000. Issuer will contribute the Commitment to Parent and cause Parent to, and Parent shall, apply the Commitment, to fund the Merger Consideration pursuant to the Merger Agreement. Notwithstanding anything to the contrary contained herein, the Sponsor shall not under any circumstances be obligated to contribute more than the Commitment to Issuer.

2. Conditions to Funding. The payment of the Commitment to Issuer shall be subject to (i) the execution and delivery of the Merger Agreement by the Company; (ii) the satisfaction, or waiver by Parent, of each of the conditions to Parent's and Merger Sub's obligations to effect the Merger set forth in Sections 7.01 and 7.02 of the Merger Agreement as in effect from time to time (other than those conditions that by their nature are to be satisfied at the Closing); and (iii) the substantially concurrent consummation of the Closing, provided, that if the Company seeks specific performance in accordance with Section 9.08 of the Merger Agreement and Parent or Merger Sub is ordered by a court of competent jurisdiction to specifically perform their obligations to effect the Closing pursuant to the Merger Agreement, the conditions set forth in this item (iii) shall be deemed satisfied.

3. Termination. This Agreement, and the obligation of the Sponsor to fund the Commitment will terminate automatically and immediately upon the earlier to occur of (i) the Effective Time, so long as the Sponsor has at or prior to the Effective Time fully funded and paid to Parent or Issuer the Commitment and fully performed its other obligations hereunder, (ii) the valid termination of the Merger Agreement in accordance with its terms and (iii) the assertion by the Company or any of its Affiliates in any litigation or other legal proceeding, of any claim (whether in tort, contract or otherwise) against the Sponsor or any of its Affiliates arising out of or otherwise relating to this Agreement or any of the transactions contemplated hereby, in each case other than a claim seeking an Order of specific performance to cause the funding of the Commitment in accordance with the terms and conditions of this Agreement and Section 9.08 of the Merger Agreement. Upon termination of this Agreement, the Sponsor shall not have any further obligations or liabilities hereunder; provided, that Sections 3, 6, 8, 9, 13 and 14 hereof shall survive any such termination.

4. Interim Covenants.

(a) From the date hereof until the Closing:

(i) The Founder, Issuer and Parent shall, use their respective reasonable best efforts, to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws or otherwise to achieve satisfaction of the conditions in the Merger Agreement and to consummate and make effective the Merger in accordance with the Merger Agreement and other Transaction Documents, in each case as soon as practicable after the date hereof, including providing all necessary information and documentation to facilitate all necessary applications, notices, petitions, filings, and other documents and cooperating with the Sponsor to obtain all waiting period expirations or terminations, consents, clearances, waivers, licenses, orders, registrations, approvals, permits, and authorizations from any Governmental Authority in order to consummate the Merger; and

(ii) the Sponsor shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws or otherwise to obtain all waiting period expirations or terminations, consents, clearances, waivers, licenses, orders, registrations, approvals, permits, and authorizations from any Governmental Authority as required to be obtained by the Sponsor in order to consummate the Merger.

(b) Each of the Founder and Issuer and Parent shall use its respective reasonable best efforts to take, or caused to be taken, all actions necessary and as reasonably required by the Sponsor to enforce Parent's rights under the Transaction Documents with a view to making effective the Merger in accordance with the terms thereof.

(c) Each of the Parties shall, as promptly as practicable, make, or cause to be made, all filings with the SEC and other filings, notices and submissions under Laws applicable to it, or to its Subsidiaries or Affiliates, as may be required in connection with the Merger, the other transactions contemplated by the Merger Agreement, and the transactions contemplated hereby.

5. Amendment. Neither this Agreement nor any provision hereof may be amended, modified, supplemented, terminated (other than in accordance with Section 3 above) or waived without the prior written consent of Issuer, Parent, the Founder, the Sponsor and the Company; provided, however, that the Sponsor may amend this Agreement to reflect (and solely to reflect and without any other modifications) any assignment permitted by this Agreement.

6. Confidentiality. This Agreement shall be treated as confidential and is being provided to Issuer, Parent and the Founder solely in connection with the transactions contemplated by the Merger Agreement, including the Merger. Unless required by applicable Laws, regulations or rules (including rules promulgated by either the SEC or Nasdaq), this Agreement may not be used, circulated, quoted or otherwise referred to in any document, except the Merger Agreement, the Proxy Statement, the Schedule 13E-3 or Schedule 13D, or otherwise with the Sponsor's consent. Notwithstanding the foregoing, a copy of this Agreement may be provided to the Company if the Company agrees to treat the letter as confidential, provided, that, the Company may disclose the existence and content of this Agreement (i) to its Affiliates and Representatives who need to know the existence of this Agreement and are subject to confidentiality obligations, (ii) to the extent required by applicable Laws, regulations or rules (including rules promulgated by either the SEC or Nasdaq), and (iii) in connection with any litigation relating to the Merger, the Merger Agreement, and the transactions contemplated thereby as permitted by or provided for in the Merger Agreement.

7. Enforceability; Third Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon Issuer, Parent, the Founder and the Sponsor. This Agreement may only be enforced by Issuer, the Founder, Parent and/or the Sponsor, and none of the creditors of Issuer, the Founder, Parent or the Sponsor nor any other Person that is not a party to this Agreement shall have any right to enforce this Agreement or to cause any party hereunder to enforce this Agreement; provided, that, to the extent the Company has obtained an order of specific performance pursuant to and subject to the conditions in Section 9.08 of the Merger Agreement, and subject to the terms and conditions herein (including Section 2), the Company is an express third party beneficiary of the rights granted to Issuer, the Founder and/or Parent under this Agreement to the extent of the rights set forth in Sections 1, 5, 7, 8, 9 and 10 and shall be entitled to an injunction or an order of specific performance (or another non-monetary equitable remedy) to cause the Commitment to be funded (the "Company Third Party Beneficiary Rights"). The parties hereby agree that subject to the Company Third Party Beneficiary Rights, their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder or any rights to enforce the Commitment or any provision of this Agreement.

8. Governing Law. This Agreement and all disputes or controversies arising out of, or relating to, this Agreement or the transaction contemplated hereby shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof.

9. Submission to Jurisdiction. Subject to the last sentence of this Section 9, any Action arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) shall be submitted to HKIAC and resolved in accordance with the Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

10. Assignments. This Agreement shall not be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other party and the Company; provided, that without the prior written consent of Issuer, Parent, the Founder and the Company, the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by the Sponsor to one or more of its Affiliates, provided, that no such assignment or delegation shall relieve the Sponsor of its obligations hereunder. Any attempted assignment in violation of this Section 10 shall be null and void.

11. Representations. The Sponsor hereby represents and warrants with respect to itself to Issuer, the Founder and Parent that (a) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform the obligations hereunder and to consummate the transactions contemplated hereby; (b) this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation, enforceable against it in accordance with the terms of this Agreement, subject to the Enforceability Exceptions; (c) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority or any other Person necessary for the due execution, delivery and performance of this Agreement by it have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement; (d) there is no Action pending against it, or, to its knowledge, threatened against it, that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by it of its obligations under this Agreement; (e) the execution, delivery and performance by it of this Agreement does not (i) violate any applicable Law or court judgment, or (ii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, or otherwise require the consent or approval of any other Person pursuant to, any Contract to which it is a party, and (f) it has, and will have continue to have until the valid termination of this Agreement, readily available funds in United States Dollars no less than the amount of the Commitment hereunder.

12. Covenant. Each of the parties hereto undertakes to negotiate in good faith and enter into the definitive documentation in relation to the sale and purchase of the Equity Securities of Parent or the Notes (the "Purchase Agreement") and other related document(s) as contemplated thereby, in each case on terms and conditions mutually agreed by the Sponsor and the parties thereto, and which terms and conditions shall not contravene any provisions of this Agreement. If the parties fail to reach the Purchase Agreement immediately prior to the Payment Date, Parent shall, pursuant to its current memorandum and articles of association effective as of the date hereof, upon the receipt of a standard subscription letter by the Sponsor or its designated Affiliates and the funding of the Commitment as consideration therefor, issue such number of ordinary shares to the Sponsor (or its designated Affiliates) representing such percentage of all total issued and outstanding share capital of Parent as of the Closing that is calculated by dividing the Commitment by the Per Share Merger Consideration, and further divided by the total issued and outstanding number of ordinary shares of the Company immediately prior to the Closing.

13. Notices. All notices and other communications hereunder shall be in writing (in the English language), and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or email, upon written confirmation of receipt by facsimile or email, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to Issuer, Parent and/or the Founder, to:

Address: 6F, No.1, Andingmenwai Street, Litchi Tower, Chaoyang District,
Beijing 100011, the PRC
Email Address: hansy@tedu.cn
Tel: +86 010 62135687
Attn: Mr. Han Shaoyun

if to the Sponsor, to:

Ascendent Capital Partners III, L.P.
c/o Ascendent Capital Partners (Asia) Ltd.
Address: Suite 3501, 35/F Jardine House
1 Connaught Place, Central, Hong Kong
Attn: Stone Shi
Email: Stone.c.shi@ascendentcp.com
Tel: +852 2165-9018
Fax: +852 2165-9019

With a copy to:

Morrison & Foerster
Edinburgh Tower, 33/F, The Landmark
15 Queen's Road Central, Hong Kong
Attn.: Marcia Ellis
Email: MEllis@mofo.com
Tel: +852 2585-0784
Fax: +852 2585-0800

14. Specific Performance.

(a) Subject to Section 14(b), the parties hereto agree that irreparable damage would occur if any provision of this Agreement is not performed in accordance with the terms hereof by the parties, and that money damages or other legal remedies would not be an adequate remedy for such damages. Accordingly, subject to Section 14(b), the parties hereto acknowledge and agree that in the event of any breach by the Founder, Issuer or Parent, on the one hand, or the Sponsor, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, the Sponsor, on the one hand, or the Founder, Issuer or Parent, on the other hand, shall, each be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement by any party, in addition to any other remedy at law or equity.

(b) Each party waives (i) any defenses in any action for an injunction or other appropriate form of specific performance or equitable relief, including the defense that a remedy at law would be adequate and (ii) any requirement under any Law to post a bond or other security as a prerequisite to obtaining an injunction or other appropriate form of specific performance or equitable relief.

15. Entire Agreement. This Agreement, together with the Consortium Agreement, the Interim Investor Agreement, the Limited Guarantees, the Support Agreements, the Merger Agreement and any other documents in connection with any of the foregoing, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, both written and oral, between the parties with respect to the subject matter hereof.

16. Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon a determination that any provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

17. Counterparts. This Agreement may be executed in counterparts and by facsimile or in .pdf format, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, this Agreement is executed and effective as of date first written above.

Sponsor:

Ascendent Capital Partners III, L.P.

By: Ascendent Capital Partners III GP, L.P., its general partner

By: Ascendent Capital Partners III GP Limited, its general partner

By: /s/ Lam On Na Anna

Name: Lam On Na Anna

Title: Authorized Signatory

[*Signature Page to Equity Commitment Letter*]

Agreed to and acknowledged
as of the date first written above:

Issuer:

Kidtech Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Parent:

Kidedu Holdings Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Founder:

By: /s/ Shaoyun Han

Exhibit R

Execution Version

ROLLOVER AND SUPPORT AGREEMENT

This ROLLOVER AND SUPPORT AGREEMENT (this "Agreement") is entered into as of April 30, 2021 by and among Kidedu Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Parent") and the persons set forth on Schedule A hereto (each, a "Rollover Shareholder" and collectively, "Rollover Shareholders"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, Kidarena Merger Sub, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly owned Subsidiary of Parent ("Merger Sub"), and Tarena International, Inc., an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the "Company") have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as may be revised, amended, restated or supplemented from time to time, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly owned Subsidiary of Parent (the "Merger"), upon the terms and subject to the conditions set forth therein;

WHEREAS, as of the date hereof, each Rollover Shareholder is a "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of the Shares (including Shares represented by ADSs) as set forth opposite its or his name on Schedule A (with respect to each Rollover Shareholder, the "Rollover Shares") (the Rollover Shares, together with any other Shares (including Shares represented by ADSs) acquired, whether beneficially or of record, by such Rollover Shareholder after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Rollover Shareholder's obligations under this Agreement, including any Shares acquired by means of purchase, dividend or distribution, or issued upon the exercise of any award under any Company Share Plans, or any other options or warrants or the conversion of any convertible securities, the vesting of any Company RSUs or otherwise, being collectively referred to herein as the "Securities");

WHEREAS, in connection with the consummation of the Merger, each Rollover Shareholder agrees to (a) on the terms and subject to the conditions herein, vote all of the Securities in favor of the authorization and approval of the Merger Agreement, the Plan of Merger and the consummation of the Transactions, and (b) have its or his Rollover Shares cancelled for no consideration in exchange for newly issued Class A ordinary shares (or Class B ordinary shares when the Rollover Shares are Class B Ordinary Shares of the Company), par value US$0.00001 per share, of Parent (the "Parent Shares"), upon the terms and conditions set forth herein;

WHEREAS, receipt of the Requisite Company Vote is a condition to the consummation of the Merger;

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the Transactions, the Rollover Shareholders are entering into this Agreement;

WHEREAS, in order to induce the Company to enter into the Merger Agreement and consummate the Transactions, Parent and the Rollover Shareholders are entering into this Agreement; and

WHEREAS, each Rollover Shareholder acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of such Rollover Shareholder set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

VOTING; GRANT AND APPOINTMENT OF PROXY

Section 1.1 Voting. At the Shareholders Meeting or any other meeting (whether annual or special) of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) through (f) hereof is to be considered (and any adjournment or postponement thereof), or in connection with any written resolution of the Company's shareholders, each Rollover Shareholder hereby irrevocably and unconditionally agrees that it or he shall, and shall cause its or his Affiliates to, (i) in the case of a meeting, appear or cause its or his representative(s) to appear at such meeting or otherwise cause its or his Securities to be counted as present thereat for purposes of determining whether a quorum is present, and (ii) vote or cause to be voted (including by proxy or written resolution, if applicable) all of such Rollover Shareholder's Securities:

(a) in favor of the authorization and approval of the Merger Agreement, the Plan of Merger and the Transactions,

(b) against the approval of any Competing Proposal or any Competing Transaction or any action contemplated by a Competing Proposal or a Competing Transaction, or any other transaction, proposal, agreement or action made in opposition to the authorization or the approval of the Merger Agreement or in competition with, mutually exclusive with or inconsistent with the Merger and the other Transactions,

(c) against any other action, agreement or transaction that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other Transactions or this Agreement or the performance by such Rollover Shareholder of its or his obligations under this Agreement, including, without limitation: (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consolidation or other business combination involving the Company or any of its Subsidiaries, other than the Merger; (ii) a sale, lease or transfer of a material amount of assets of the Company or any of its Subsidiaries or a reorganization, recapitalization or liquidation of the Company or any of its Subsidiaries; (iii) an election of new members to the Company Board, other than nominees to the Company Board who are serving as directors of the Company on the date of this Agreement or as otherwise provided in the Merger Agreement; (iv) any material change in the present capitalization or dividend policy of the Company or any amendment or other change to the Company's memorandum or articles of association, except if approved in writing by Parent; or (v) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent,

(d) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of such Rollover Shareholder contained in this Agreement,

(e) in favor of any adjournment or postponement of the Shareholders Meeting or other annual or special meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) through (f) hereof is to be considered as may be reasonably requested by Parent in order to consummate the Transactions, including the Merger, and

(f) in favor of any other matter necessary or reasonably requested by Parent to effect the Transactions.

Section 1.2 Grant of Irrevocable Proxy; Appointment of Proxy.

(a) Each Rollover Shareholder hereby irrevocably appoints Parent and any designee thereof, each of them individually, as its or his proxy and attorney-in-fact (with full power of substitution), to vote or cause to be voted (including by proxy or written resolution, if applicable) the Securities in accordance with Section 1.1 above at the Shareholders Meeting or other annual or special meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, at which any of the matters described in Section 1.1 above is to be considered. Each Rollover Shareholder represents that all proxies, powers of attorney, instructions or other requests given by it or him prior to the execution of this Agreement in respect of the voting of its or his Securities, if any, have been revoked or substituted by Parent and any designee thereof with respect to such Rollover Shareholder's Securities in connection with the transactions contemplated, and to the extent required, under the Merger Agreement and this Agreement, including the Merger. Each Rollover Shareholder shall take (or cause to be taken) such further action or execute such other instruments as may be necessary to give effect to this proxy.

(b) Each Rollover Shareholder affirms that the irrevocable proxy set forth in this Section 1.2 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Rollover Shareholder under this Agreement. Each Rollover Shareholder further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 1.2, is intended to be irrevocable prior to the termination of this Agreement. If for any reason the proxy granted herein is not irrevocable, then such Rollover Shareholder agrees to vote its or his respective Securities in accordance with Section 1.1 above as instructed in writing by Parent, or any designee of Parent prior to the termination of this Agreement. The parties agree that the foregoing is a voting agreement.

Section 1.3 Restrictions on Transfers. Except as provided for in Article III below or pursuant to the Merger Agreement, each Rollover Shareholder hereby agrees that, from the date hereof until the termination of this Agreement, it or he shall not, directly or indirectly, (a) sell (constructively or otherwise), transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or otherwise similarly dispose of (by merger, testamentary disposition, operation of law or otherwise) (collectively, "Transfer"), either voluntarily or involuntarily, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Securities or any interest therein, or with respect to any limitation on voting right of any Securities, including, without limitation, any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Securities (any such transaction, a "Derivative Transaction"), (b) deposit any Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) take any action that would make any representation or warranty of such Rollover Shareholder set forth in this Agreement untrue or incorrect or have the effect of preventing or delaying it or him from performing any of its or his obligations under this Agreement or that is intended, or would reasonably be expected, to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement or by such Rollover Shareholder of its or his obligations under this Agreement, (d) exercise, convert or exchange, or take any action that would result in the exercise, conversion or exchange, of any Securities, or (e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a) through (d). Any purported Transfer or Derivative Transaction in violation of this Section 1.3 shall be null and void.

ARTICLE II

NO SOLICITATION

Section 2.1 Restricted Activities. During the period commencing on the date hereof and continuing until the termination of this Agreement in accordance with its terms (the "Term"), each Rollover Shareholder, solely in its or his capacity as a shareholder of the Company, shall not, and shall cause its or his Representatives (in each case, acting in their capacity as such to such Rollover Shareholder) not to, directly or indirectly: (a) solicit, initiate or knowingly encourage (including by way of furnishing non-public information), or knowingly take any other action with the intent to induce the making of any Competing Proposal, (b) enter into, maintain or continue discussions or negotiations with, or provide any non-public information relating to the Company or any of its Subsidiaries to, any person in connection with any Competing Proposal, (c) unless required by applicable Law, grant any waiver, amendment or release under any standstill or confidentiality agreement or Takeover Statutes, or otherwise knowingly facilitate any effort or attempt by any person to make a Competing Proposal, or (d) approve, endorse or recommend (or publicly propose to approve, endorse or recommend) or enter into any letter of intent, Contract or commitment contemplating or otherwise relating to, or that could reasonably be expected to result in, a Competing Proposal.

Section 2.2 Notification. Each Rollover Shareholder, solely in its or his capacity as a shareholder of the Company, shall and shall cause its or his Representatives as applicable to, immediately cease and cause to be terminated any discussions or negotiations with any parties that may have been conducted heretofore with respect to a Competing Proposal. During the Term, each Rollover Shareholder shall promptly advise Parent of (a) any Competing Proposal, (b) any request it or he receives in its or his capacity as a shareholder of the Company for non-public information relating to the Company or any of its Subsidiaries, and (c) any inquiry or request for discussion or negotiation it or he receives in its or his capacity as a shareholder of the Company regarding a Competing Proposal, including in each case the identity of the person making any such Competing Proposal or indication or inquiry and the terms of any such Competing Proposal or indication or inquiry (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements). Each Rollover Shareholder, in its or his capacity as a shareholder of the Company, shall keep Parent reasonably informed on a reasonably current basis of the status and terms (including any material changes to the terms thereof) of any such Competing Proposal or indication or inquiry (including, if applicable, any revised copies of written requests, proposals and offers) and the status of any such discussions or negotiations to the extent known by such Rollover Shareholder. This Section 2.2 shall not apply to any Competing Proposal received by the Company.

Section 2.3 Capacity. Notwithstanding anything to the contrary in this Agreement, (i) each Rollover Shareholder is entering into this Agreement, and agreeing to become bound hereby, solely in its or his capacity as a beneficial owner of the Securities owned by it or him and not in any other capacity (including without limitation any capacity as a director or officer of the Company) and (ii) nothing in this Agreement shall obligate such Rollover Shareholder to take, or refrain from taking, any action as a director or officer of the Company.

ARTICLE III

ROLLOVER SHARES

Section 3.1 Cancellation of Rollover Shares. Subject to the terms and conditions set forth herein, all of each Rollover Shareholder's right, title and interest in and to its or his Rollover Shares shall be cancelled at the Closing for no consideration. Each Rollover Shareholder shall take all actions necessary to cause its or his Securities to be treated as set forth herein. For the avoidance of doubt, other than the Securities, all equity interests of the Company held by the Chairman, if any, shall be treated pursuant to the Merger Agreement.

Section 3.2 Issuance of Parent Shares. Immediately prior to the Closing, in consideration for the cancellation of the Rollover Shares by each Rollover Shareholder in accordance with Section 3.1, Parent shall issue to such Rollover Shareholder (or, if designated by such Rollover Shareholder, one or more affiliates of such Rollover Shareholder), and such Rollover Shareholder and/or its or his affiliates (as applicable) shall subscribe for, a number of the Parent Shares as set forth opposite such Rollover Shareholder's name in the column entitled "Parent Shares" on Schedule A hereto. Each Rollover Shareholder hereby acknowledges and agrees that (a) delivery of such Parent Shares shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Shareholder by Parent and Merger Sub in respect of the Rollover Shares held by such Rollover Shareholder and cancelled pursuant to Section 3.1 above, and (b) such Rollover Shareholder shall have no right to any Per Share Merger Consideration or any other merger consideration in respect of the Rollover Shares held by such Rollover Shareholder.

Section 3.3 Rollover Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in ARTICLE VII of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the subscription and issuance of Parent Shares contemplated hereby (the "Rollover Closing") shall take place immediately prior to the Closing.

Section 3.4 Deposit of Rollover Shares. No later than three (3) Business Days prior to the Rollover Closing, each Rollover Shareholder and any agent of such Rollover Shareholder holding certificates evidencing any of its Rollover Shares (if any) shall deliver or cause to be delivered to Parent all certificates representing its Rollover Shares in such person's possession, for disposition in accordance with the terms of this Agreement; such certificates and documents shall be held by Parent or any agent authorized by Parent until the Closing. To the extent that any Rollover Shares of a Rollover Shareholder are held in street names, book entries or otherwise represented by ADSs, such Rollover Shareholder shall execute such instruments and take such other actions, in each case, as are reasonably requested by Parent to reflect or give effect to the cancellation of such Rollover Shares in accordance with this Agreement, including converting its or his ADSs into Shares prior to the Rollover Closing.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ROLLOVER SHAREHOLDERS

Section 4.1 Representations and Warranties. Each Rollover Shareholder hereby represents and warrants to Parent as of the date hereof and as of the Closing:

(a) such Rollover Shareholder has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform such Rollover Shareholder's obligations hereunder and to consummate the transactions contemplated hereby;

(b) if such Rollover Shareholder is not a natural person, such Rollover Shareholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(c) this Agreement has been duly executed and delivered by such Rollover Shareholder and the execution, delivery and performance of this Agreement by such Rollover Shareholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Rollover Shareholder (if applicable) and no other actions or proceedings on the part of such Rollover Shareholder (if applicable) are necessary to authorize this Agreement or to consummate the transactions contemplated hereby;

(d) assuming due authorization, execution and delivery by Parent, this Agreement constitutes a legal, valid and binding agreement of such Rollover Shareholder, enforceable against such Rollover Shareholder in accordance with its terms, except as enforcement may be limited by the Enforceability Exceptions;

(e) (i) such Rollover Shareholder (A) is and, immediately prior to the Closing, will be the beneficial owner of, and has and will have good and valid title to, the Securities, free and clear of Liens other than as created by this Agreement, and (B) has and will have sole or shared (together with affiliates controlled by such Rollover Shareholder) voting power, power of disposition, power to demand dissenter's rights and power to agree to all of the matters set forth in this Agreement, in each case of the foregoing clauses (A) and (B), with respect to all of the Securities, with no limitations, qualifications, or restrictions on such rights, subject to applicable United States federal securities Laws, Laws of the Cayman Islands, Laws of the PRC and the terms of this Agreement; (ii) except described herein, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which such Rollover Shareholder is a party relating to the pledge, disposition or voting of any of the Securities, and the Securities are not subject to any voting trust agreement or other Contract to which such Rollover Shareholder is a party restricting or otherwise relating to the voting or Transfer of the Securities other than this Agreement; (iii) such Rollover Shareholder has not Transferred any Securities or any interests therein pursuant to any Derivative Transaction; (iv) as of the date hereof, other than its or his Rollover Shares, such Rollover Shareholder does not beneficially own any Securities, or any direct or indirect interest in any such Securities (including by way of derivative securities) other than the Company Options and/or Company RSUs held by the Chairman; and (v) such Rollover Shareholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of its or his Rollover Shares, except as contemplated by this Agreement;

(f) except for the applicable requirements of the Exchange Act, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of such Rollover Shareholder for the execution, delivery and performance of this Agreement by such Rollover Shareholder or the consummation by such Rollover Shareholder of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Rollover Shareholder nor the consummation by such Rollover Shareholder of the transactions contemplated hereby, nor compliance by such Rollover Shareholder with any of the provisions hereof shall (A) if such Rollover Shareholder is not a natural person, conflict with or violate any provision of the organizational documents of such Rollover Shareholder, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Rollover Shareholder pursuant to any Contract to which such Rollover Shareholder is a party or by which such Rollover Shareholder or any property or asset of such Rollover Shareholder is bound, (C) violate any Law applicable to such Rollover Shareholder or any of such Rollover Shareholder's properties or assets, or (D) otherwise require the consent or approval of any other person pursuant to any Contract binding on such Rollover Shareholder or its or his properties or assets;

(g) there is no Action pending against such Rollover Shareholder or, to the knowledge of such Rollover Shareholder, any other person or, to the knowledge of such Rollover Shareholder, threatened against such Rollover Shareholder or any other person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Rollover Shareholder of its or his obligations under this Agreement;

(h) such Rollover Shareholder has been afforded the opportunity to ask such questions as it or he has deemed necessary of, and to receive answers from, representatives of Parent concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning the Parent Shares and such Rollover Shareholder acknowledges that it or he has discussed with its or his own counsel the meaning and legal consequences of such Rollover Shareholder's representations and warranties in this Agreement and the transactions contemplated hereby; and

(i) such Rollover Shareholder understands and acknowledges that Parent, Merger Sub and the Company are entering into the Merger Agreement in reliance upon such Rollover Shareholder's execution, delivery and performance of this Agreement.

Section 4.2 Covenants. Each Rollover Shareholder hereby:

(a) agrees, prior to the termination of this Agreement, not to take any action that would make any representation or warranty of such Rollover Shareholder contained herein untrue or incorrect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Shareholder of its or his obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Rollover Shareholder may have with respect to such Rollover Shareholder's Securities (including any rights under Section 238 of the CICA) prior to the termination of this Agreement;

(c) agrees to permit the Company to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith), such Rollover Shareholder's identity and beneficial ownership of Shares or other equity securities of the Company and the nature of such Rollover Shareholder's commitments, arrangements and understandings under this Agreement;

(d) agrees and covenants that such Rollover Shareholder shall promptly (and in any event within twenty-four (24) hours) notify Parent of any new Shares with respect to which beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) is acquired by such Rollover Shareholder, including, without limitation, by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities of the Company after the date hereof and that such Shares shall automatically become subject to the terms of this Agreement as its or his Rollover Shares, and Schedule A shall be deemed amended accordingly; and

(e) agrees further that, upon request of Parent, such Rollover Shareholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be determined by Parent to be necessary or desirable to carry out the provisions of this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT

Parent hereby represents and warrants to each Rollover Shareholder that as of the date hereof and as of the Closing:

(a) Parent is duly organized, validly existing and in good standing under the Laws of the Cayman Islands and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent, and the execution, delivery and performance of this Agreement by Parent and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and no other corporate actions or proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by each Rollover Shareholder, constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by the Enforceability Exceptions.

(b) Except for the applicable requirements of the Exchange Act and Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of Parent for the execution, delivery and performance of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the provisions hereof shall (A) conflict with or violate any provision of its organizational documents, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Parent pursuant to any Contract to which Parent is a party or by which Parent or any of its property or asset is bound, (C) violate any Law applicable to Parent or any of its properties or assets, or (D) otherwise require the consent or approval of any other person pursuant to any Contract binding on Parent or its properties or assets.

(c) At Closing, the Parent Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable ordinary shares of Parent, free and clear of all claims and Liens, other than restrictions (i) arising under applicable securities Laws, (ii) arising under any agreements entered into at or prior to the Rollover Closing by each Rollover Shareholder pursuant to the transactions contemplated by the Merger Agreement and the Financing Document, or (iii) arising under the organizational documents of Parent.

ARTICLE VI

TERMINATION

This Agreement, and the obligations of each Rollover Shareholder hereunder (including, without limitation, Section 1.2 hereof), shall terminate and be of no further force or effect immediately upon the earlier to occur of (a) the Closing and (b) the date of termination of the Merger Agreement in accordance with its terms. Notwithstanding the preceding sentence, this Article VI and Article VII shall survive any termination of this Agreement. Nothing in this Article VI shall relieve or otherwise limit any party's liability for any breach of this Agreement prior to the termination of this Agreement. If for any reason the Merger fails to occur but the Rollover Closing contemplated by Article III has already taken place, then Parent shall promptly take all such actions as are necessary to restore each Rollover Shareholder to the position it or he was in with respect to ownership of its or his Rollover Shares prior to the Rollover Closing.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices and other communications hereunder shall be in writing in the English language and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or email, upon written confirmation of receipt by facsimile or email, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail (return receipt requested, postage prepaid). All notices hereunder shall be delivered to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.1):

(i) If to a Rollover Shareholder, to the addresses set opposite its or his name as set forth on Schedule A;

(ii) If to Parent:

Address: 6F, No.1, Andingmenwai Street, Litchi Tower, Chaoyang District, Beijing 100011, China
Email Address: hansy@tedu.cn
Tel: +86 010 62135687
Attn: Mr. Han Shaoyun

with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F Edinburgh Tower, The Landmark
15 Queen's Road Central
Hong Kong
Attention: Z. Julie Gao, Esq.
Email: Julie.Gao@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP
30th Floor, China World Office 2
1 Jianguomenwai Avenue
Beijing 100004, People's Republic of China
Attention: Peter X. Huang, Esq.
Email: Peter.Huang@skadden.com

Section 7.2 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 7.3 Entire Agreement. This Agreement, other Support Agreements, the Financing Document, the Limited Guarantees, the Merger Agreement and any other agreement or instrument delivered in connection with the transaction contemplated by this Agreement or the Merger Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 7.4 Specific Performance. (i) The parties hereto agree that this Agreement shall be enforceable by all available remedies at law or in equity. (ii) Each Rollover Shareholder acknowledges and agrees that monetary damages would not be an adequate remedy in the event that any covenant or agreement of such Rollover Shareholder in this Agreement is not performed in accordance with its terms, and therefore agrees that, in addition to and without limiting any other remedy or right available to Parent, Parent will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. Each Rollover Shareholder agrees not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by Parent shall not preclude the simultaneous or later exercise of any other such right, power or remedy by Parent. Notwithstanding anything contrary in the foregoing, under no circumstances will Parent be entitled to both the monetary damages and the right of specific performance.

Section 7.5 Amendments; Waivers. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by Parent, each Rollover Shareholder and the Company (at the direction of the Special Committee). Parent, on the one hand, and a Rollover Shareholder, on the other hand, with the prior written consent of the Company (at the direction of the Special Committee), may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered under this Agreement, or (c) waive compliance with any of the covenants or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver shall be valid only if specifically set forth in an instrument in writing signed by such party and the Company (at the direction of the Special Committee). The failure of any party to assert any of its or his rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

Section 7.6 Governing Law; Dispute Resolution; Jurisdiction. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of New York. Subject to the last sentence of this Section 7.6, any Action arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) shall be finally settled by arbitration. The place of arbitration shall be Hong Kong, and the arbitration shall be administered by the HKIAC in accordance with the HKIAC Rules. The arbitration shall be decided by a tribunal of three (3) arbitrators. The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered. Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its or his assets. For the purpose of the enforcement of an award, the parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Section 7.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement; provided, that the Company is an express third-party beneficiary of this Agreement and shall be entitled to seek specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement by the parties hereto, in addition to any other remedy at law or in equity.

Section 7.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by any party without the prior written consent of the other parties and the Company (at the direction of the Special Committee), and any such assignment without such prior written consent shall be null and void; provided, that Parent may assign this Agreement to the same assignee in connection with a permitted assignment of the Merger Agreement by Parent in accordance with the terms therein. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and, in the case of each Rollover Shareholder, its or his estate, heirs, beneficiaries, personal representatives and executors.

Section 7.9 No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that he or it has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 7.10 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or email pdf format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by email pdf format or otherwise) to the other parties.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

PARENT:

Kidedu Holdings Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

ROLLOVER SHAREHOLDERS:

Shaoyun Han

/s/ Shaoyun Han

Connion Capital Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Learningon Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Techedu Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Moocon Education Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

[Signature Page to Rollover and Support Agreement]

SCHEDULE A

Name of Rollover Shareholder	Address of Rollover Shareholder	Rollover Shares	Parent Shares
Learningon Limited	Address: 6F, No.1, Andingmenwai Street, Litchi Tower, Chaoyang District, Beijing 100011, China Email Address: hansy@tedu.cn Tel: +86 010 62135687 Attn: Mr. Han Shaoyun	(i) 7,206,059 Class B Ordinary Shares, and (ii) 2,193,223 Class A Ordinary Shares represented by 2,193,223 restricted ADSs	(i) 7,206,059 Class B ordinary shares, and (ii) 2,193,223 Class A ordinary shares
Techedu Limited		1,152,183 Class A Ordinary Shares	1,152,183 Class A ordinary shares
Moocon Education Limited		2,000,000 Class A Ordinary Shares	2,000,000 Class A ordinary shares
Connion Capital Limited		3,594,439 Class A Ordinary Shares represented by 3,594,439 restricted ADSs	3,594,439 Class A ordinary shares
Mr. Han Shaoyun		415,000 Class A Ordinary Shares	415,000 Class A ordinary shares

Exhibit S

Execution Version

LIMITED GUARANTEE

This Limited Guarantee (this "Limited Guarantee"), dated as of April 30, 2021, is made by Mr. Han Shaoyun (the "Guarantor"), in favor of Tarena International, Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Guaranteed Party"). Unless otherwise indicated, capitalized terms used but not defined in this Limited Guarantee shall have the meanings assigned to them in the Merger Agreement (as defined below).

1. GUARANTEE.

(a) To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof, by and among Kidedu Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), Kidarena Merger Sub, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party (as may be revised, amended, restated and/or supplemented, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Guaranteed Party, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party the due and punctual payment and discharge if, as and when due of the payment obligations of Parent with respect to (i) the payment of the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, (ii) the reimbursement obligations of Parent pursuant to Section 8.06(d) of the Merger Agreement, and (iii) the indemnification and reimbursement obligations of Parent under Section 6.07(g) of the Merger Agreement, in each case subject to the limitations set forth in Section 8.06(f) of the Merger Agreement (collectively, the "Obligations"); provided, that notwithstanding anything to the contrary contained in this Limited Guarantee (including without limitation Section 1(c) below), this Limited Guarantee may be enforced for money damages only and in no event shall the Guarantor's aggregate liability under this Limited Guarantee exceed US$4,000,000 (the "Maximum Amount"). The Guarantor shall not have any obligations or liability to any person relating to, arising out of or in connection with this Limited Guarantee other than as expressly set forth herein.

(b) Subject to the terms and conditions of this Limited Guarantee, if Parent fails to pay the Obligations when due, then all of the Guarantor's liabilities to the Guaranteed Party hereunder in respect of the Obligations shall become immediately due and payable and the Guaranteed Party may, at the Guaranteed Party's option and so long as Parent remains in breach of the Obligations, take any and all actions available hereunder or under applicable Law to collect the Obligations from the Guarantor.

(c) The Guarantor agrees to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable fee and expenses of counsel) incurred by the Guaranteed Party in connection with the enforcement of its rights thereunder, including without limitation in the event that (i) the Guarantor asserts in any Action that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the Guaranteed Party prevails in such Action, or (ii) the Guarantor fails or refuses to make any payments to the Guaranteed Party hereunder if and when due and payable and it is determined judicially or by arbitration that the Guarantor is required to make such payment hereunder, which amounts will be in addition to the Obligations.

2. NATURE OF GUARANTEE. The Guarantor's liability hereunder is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment, or waiver of or any consent to departure from the Merger Agreement that may be agreed to by Parent or Merger Sub. Without limiting the foregoing, the Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment from the Guarantor to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be, and is, returned to the Guarantor for any reason whatsoever, the Guarantor shall remain liable hereunder as if such payment had not been made. This Limited Guarantee is an unconditional guarantee of payment and performance and not of collectability. The Guarantor reserves the right to assert as a defense to such payment by the Guarantor under this Limited Guarantee any rights, remedies and defenses that Parent or Merger Sub may have with respect to payment of any Obligations under the Merger Agreement, other than defenses arising from the Enforceability Exceptions of Parent or Merger Sub and other defenses expressly waived herein. This Limited Guarantee is a primary and original obligation of the Guarantor and is not merely the creation of a surety relationship, and the Guaranteed Party shall not be required to proceed against Parent or Merger Sub first before proceeding against the Guarantor.

3. CHANGES IN OBLIGATIONS; CERTAIN WAIVERS.

(a) The Guarantor agrees that the Guaranteed Party may, in its sole discretion, at any time and from time to time, extend the time of payment of any of the Obligations, and may also make any agreement with Parent or Merger Sub, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Parent, Merger Sub, or such other person without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee or affecting the validity or enforceability of this Limited Guarantee. The Guarantor agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (i) the failure or delay of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (ii) any change in the corporate existence, structure or ownership of Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement; (iv) except as expressly provided herein, the existence of any claim, set-off or other right that the Guarantor may have at any time against Parent, Merger Sub or the Guaranteed Party, whether in connection with the Obligations or otherwise; (v) any change in the time, place or manner of payment of any of the Obligations, or any recession, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement made in accordance with the terms thereof (in each case, except in the event of any amendment to the circumstances under which the Obligations are payable); (vi) any addition, substitution, legal or equitable discharge or release (in the case of a discharge or release, other than a discharge or release of the Guarantor with respect to the Obligations as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement) of any person now or hereafter liable with respect to any portion of the Obligations or otherwise interested in the transactions contemplated by the Merger Agreement; (vii) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Obligations; (viii) any other act or omission that may in any manner or to any extent vary the risk of or to the Guarantor or otherwise operate as a discharge or release of the Guarantor as a matter of law or equity (other than a discharge or release of the Guarantor with respect to the Obligations as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement or in respect of a discharge or release of the Guarantor's obligations pursuant to Section 8 hereof); or (ix) the value, validity, legality or enforceability of the Merger Agreement.

(b) The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of any Obligations and all other notices (other than notices expressly required to be provided to Parent and Merger Sub pursuant to the Merger Agreement), all defenses that may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets of any person interested in the transactions contemplated by the Merger Agreement, and all suretyship defenses generally (other than valid defenses to the payment of the Obligations that are available to Parent or Merger Sub under the Merger Agreement). The Guarantor acknowledges that he will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

(c) The Guarantor hereby unconditionally and irrevocably waives and agrees not to exercise any rights that he may now have or hereafter acquire against Parent or Merger Sub that arise from the existence, payment, performance, or enforcement of the Guarantor's obligations under or in respect of this Limited Guarantee or any other agreement in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent or Merger Sub, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Parent or Merger Sub, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Obligations and all other amounts payable under this Limited Guarantee shall have been paid in full in immediately available funds. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of the Obligations and all other amounts payable under this Limited Guarantee, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations and all other amounts payable under this Limited Guarantee, whether matured or unmatured, or to be held as collateral for any Obligations or other amounts payable under this Limited Guarantee thereafter arising.

(d) The Guaranteed Party hereby agrees that to the extent Parent or Merger Sub is relieved of all or any portion of its payment obligations under the Merger Agreement, the Guarantor shall be similarly relieved of their corresponding obligations under this Limited Guarantee.

4. NO WAIVER; CUMULATIVE RIGHTS. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the Guaranteed Party's rights against Parent or Merger Sub or any other persons now or hereafter liable for any Obligations or interested in the transactions contemplated by the Merger Agreement prior to proceeding against the Guarantor, and the failure by the Guaranteed Party to pursue rights or remedies against Parent or Merger Sub shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights, remedies, whether express, implied or available as a matter of law, of the Guaranteed Party.

5. REPRESENTATIONS AND WARRANTIES. The Guarantor hereby represents and warrants to the Guaranteed Party that:

(a) the Guarantor has complete civil rights and legal capacity to execute and deliver this Limited Guarantee and to perform his obligations hereunder;

(b) the execution, delivery and performance of this Limited Guarantee do not contravene any Law or contractual restriction binding on the Guarantor or his assets;

(c) all consents, approvals, authorizations and permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required from the Guarantor in connection with the execution, delivery or performance of this Limited Guarantee;

(d) this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to the Enforceability Exceptions; and

(e) (i) the Guarantor is solvent and will not be rendered insolvent as a result of his execution and delivery of this Limited Guarantee or the performance of his obligations hereunder, (ii) the Guarantor has the financial capacity to pay and perform his obligations under this Limited Guarantee, and (iii) all funds necessary for the Guarantor to fulfill his obligations under this Limited Guarantee shall be available to the Guarantor for so long as this Limited Guarantee shall remain in effect in accordance with the terms of this Limited Guarantee.

6. NO ASSIGNMENT. No party hereto may assign his or its rights, interests or obligations hereunder to any other person without the prior written consent of each other party hereto; provided, that the Guarantor may assign all or a portion of his obligations hereunder, with prior written notice to the Guaranteed Party accompanied by a guarantee in the form identical to this Limited Guarantee duly executed and delivered by the assignee, to an Affiliate of the Guarantor; provided further, that no such assignment shall relieve the Guarantor of any liability or obligations hereunder except to the extent actually performed or satisfied by the assignee.

7. NOTICES. All notices, requests and other communications to any party hereunder shall be given in the manner specified in the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to the Guarantor, to:

Address: 6F, No.1, Andingmenwai Street, Litchi Tower, Chaoyang District, Beijing 100011, China
Email Address: hansy@tedu.cn
Tel: +86 010 62135687
Attn: Mr. Han Shaoyun

with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F Edinburgh Tower, The Landmark
15 Queen’s Road Central
Hong Kong
Attention: Z. Julie Gao, Esq.
Email: Julie.Gao@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP
30th Floor, China World Office 2
1 Jianguomenwai Avenue
Beijing 100004, People's Republic of China
Attention: Peter X. Huang, Esq.
Email: Peter.Huang@skadden.com

if to the Guaranteed Party, as provided in the Merger Agreement.

8. TERMINATION; CONTINUING GUARANTEE. Subject to Section 3(d), this Limited Guarantee shall terminate and the Guarantor shall have no further obligations hereunder upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Obligations subject always to the Maximum Amount, and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance in which Parent and/or Merger Sub would not be obligated to make any payment of any Obligations. Notwithstanding the immediately preceding sentence, the obligations of the Guarantor hereunder shall expire automatically four (4) months following the valid termination of the Merger Agreement in a manner that gives rise to an obligation of Parent and/or Merger Sub to make any payment of any Obligations at the time of such termination (the "Fee Claim Period"), unless a claim for payment of the Obligations, subject always to the Maximum Amount, is made in accordance with this Limited Guarantee prior to the end of the Fee Claim Period, in which case the Guarantor's obligations hereunder shall be discharged upon the date on which such claim is finally satisfied or otherwise resolved by agreement of the parties hereto pursuant to Section 12 (and payment in full of any amounts required to be paid by such resolution). Notwithstanding the foregoing, in the event that the Guaranteed Party or any of its controlled Affiliates asserts in any litigation or other proceeding that any provisions of this Limited Guarantee limiting the Guarantor's liability to the Maximum Amount are illegal, invalid or unenforceable in whole or in part or that the Guarantor is liable in excess of or to a greater extent than the Maximum Amount, or asserts any theory of liability against any Non-Recourse Party other than the Retained Claims (as defined below), then (x) all obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, he shall be entitled to recover the full amount of such payments and (z) neither the Guarantor nor any Non-Recourse Party shall have any liability to the Guaranteed Party with respect to the Merger Agreement and the transactions contemplated thereby, the Financing or under this Limited Guarantee.

9. NO RECOURSE.

(a) The Guaranteed Party acknowledges and agrees that none of Parent or Merger Sub has any assets other than their respective rights under the Merger Agreement and the agreements contemplated thereby, and that no funds are expected to be contributed to Parent or Merger Sub until the Effective Time. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges that no person (other than the Guarantor and any of his permitted assignees) has any obligations under this Limited Guarantee and that the Guaranteed Party has no right of recovery under this Limited Guarantee, or any claim based on such obligations against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, or Affiliates of any of the Guarantor, Parent or Merger Sub or their respective Affiliates, or any former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, or Affiliates of any of the foregoing (each of these persons, a "Non-Recourse Party" and collectively, the "Non-Recourse Parties"), through the Guarantor, Parent or Merger Sub or otherwise, whether by or through attempted piercing of the corporate (or limited partnership or limited liability company) veil, by or through a claim by or on behalf of the Guarantor, Parent or Merger Sub against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, except for claims against (i) Parent or Merger Sub under and pursuant to the terms of the Merger Agreement and, without duplication, the Guarantor under and pursuant to the terms of this Limited Guarantee on the terms and subject to the conditions hereof (including the Maximum Amount), (ii) Parent and each Rollover Shareholder (each as defined therein) under and pursuant to the terms of their respective Support Agreements, (iii) the Guarantor, ACP, Parent and Kidtech Limited and their respective successors and assigns pursuant to, in accordance with, and subject to the limitations set forth in the Financing Document and Section 9.08 of the Merger Agreement, and (iv) the other guarantor under and pursuant to the terms of the limited guarantee with ACP (the claims described in the foregoing clauses (i) through (iv), whether or not against the Guarantor, Parent, Merger Sub, Rollover Shareholders, ACP, Kidtech Limited and/or their respective successors and assigns, collectively, the "Retained Claims"), provided, that in the event the Guarantor transfers or conveys all or a substantial portion of his properties and other assets to any person such that the aggregate sum of the Guarantor's remaining net assets is less than an amount equal to his payment obligations hereunder as of the time of such transfer, then, and in each such case, the Guaranteed Party may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any applicable Law, against such continuing or surviving entity or such person, as the case may be, but only if the Guarantor fails to satisfy his payment obligations hereunder and only to the extent of the liability of the Guarantor hereunder.

(b) Notwithstanding anything to the contrary contained in this Limited Guarantee, the Retained Claims shall be the sole and exclusive remedy of the Guaranteed Party and its Affiliates against the Guarantor and the Non-Recourse Parties in respect of any liabilities or obligations arising under, or in connection with the Merger Agreement, the Support Agreements, the Financing or the transactions contemplated thereby. The Guaranteed Party hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its controlled Affiliates not to institute, directly or indirectly, any Action arising under, or in connection with, the Merger Agreement or this Limited Guarantee or the transactions contemplated hereby or thereby, against the Guarantor or any Non-Recourse Party, except for the Retained Claims. Nothing set forth in this Limited Guarantee shall affect or be construed to affect any liability of Parent or Merger Sub to the Guaranteed Party under the Merger Agreement. Nothing set forth in this Limited Guarantee shall give or be construed to give any person other than the Guaranteed Party any rights or remedies against any person, except as expressly set forth in this Limited Guarantee.

10. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of this Limited Guarantee will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantor and the Guaranteed Party, or in the case of waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11. ENTIRE AGREEMENT. This Limited Guarantee, the limited guarantee provided by ACP, the Merger Agreement, the Support Agreements, the Confidentiality Agreements and the Financing Document constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

12. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Limited Guarantee shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof. Subject to the last sentence of this Section 12, any Action arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) shall be submitted to HKIAC and resolved in accordance with the Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

13. NO THIRD PARTY BENEFICIARIES. This Limited Guarantee shall be binding upon and insure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Limited Guarantee is intended to, or shall, confer upon any other Person other than the parties hereto any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Guaranteed Party to enforce, the obligations set forth herein; provided, that the Non-Recourse Parties shall be third party beneficiaries of the provisions hereof that are expressly for their benefit.

14. COUNTERPARTS. This Limited Guarantee may be signed in any number of counterparts and may be executed and delivered by facsimile or email pdf format, and each counterpart shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

15. SEVERABILITY. If any term or other provision of this Limited Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Limited Guarantee shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party; provided, that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Maximum Amount or the provisions set forth in Sections 1, 8 and 9. No party hereto shall assert, and each party shall cause his or its controlled Affiliates not to asset, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable. Upon a determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Limited Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

16. HEADINGS. Headings are used for reference purposes only and do not affect the meaning or interpretation of this Limited Guarantee.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be executed and delivered as of the date first written above.

/s/ Shaoyun Han

Mr. Han Shaoyun

[*Signature Page to Limited Guarantee*]

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

Tarena International, Inc.

By: /s/ Arthur Lap Tat Wong
Name: Arthur Lap Tat Wong
Title: Chairman of the Special Committee

[*Signature Page to Limited Guarantee*]

Exhibit T

Execution Version

April 30, 2021

Kidtech Limited ("Issuer")
Conyers Trust Company (Cayman) Limited
Cricket Square, Hutchins Drive, PO Box 2681
Grand Cayman, KY1-1111, Cayman Islands

Kidedu Holdings Limited ("Parent")
Conyers Trust Company (Cayman) Limited
Cricket Square, Hutchins Drive, PO Box 2681
Grand Cayman, KY1-1111, Cayman Islands

Mr. Han Shaoyun (the "Founder")
6F, No.1, Andingmenwai Street
Litchi Tower, Chaoyang District
Beijing 100011, the PRC

Re: Interim Investor Agreement

Ladies and Gentlemen:

Reference is made to the equity commitment letter entered into by and among Issuer, Parent, the Founder and Ascendent Capital Partners III, L.P. (the "Sponsor," the parent company of the undersigned (the "Investor")) dated on the same day hereof (the "Equity Commitment Letter"). Capitalized terms used but not defined in this letter agreement (this "Agreement") shall have the meaning ascribed to them in the Equity Commitment Letter.

1. Unwind. In the event that the Commitment is paid by the Investor under the Purchase Agreement or otherwise but (i) the Closing fails to occur within 15 Business Days after the Payment Date (such 15th Business Day, the "Closing Deadline") in accordance with the Merger Agreement, or at such earlier time as the Merger Agreement is terminated in accordance with its terms, or (ii) any of the closing deliverables and the deliverables upon the Closing under the Purchase Agreement in each case due from Issuer or Parent or any of their respective Affiliates is not delivered to the Investor by the Closing Deadline, then (A) Issuer, Parent and the Founder shall promptly cause the amount of the Commitment to be returned to a bank account designated by the Investor in immediately available funds without any deduction or set-off within one Business Day after the earlier of the expiration of the Closing Deadline and such termination of the Merger Agreement, which shall be deemed as a full payment of the redemption price for the redemption of the Equity Securities of Parent purchased by the Investor or full repayment of the Notes, as applicable, (B) the Investor shall surrender the relevant share certificate(s) or Notes, as applicable, in their entirety, (C) the parties shall take all necessary actions and execute all necessary documents to put the parties in the position they were in prior to the Payment Date (the "Unwind"), and (D) in the case of the Unwind that is triggered by item (ii) above, the Founder shall also pay or cause to be paid to the Investor at the same time as the Commitment is required to be returned pursuant to the foregoing an indemnity in an amount of US$25,000,000. Upon the Unwind, this Agreement shall be deemed to have been terminated except for Section 1 (*Unwind*) and Section 10 (*Application of Equity Commitment Letter*) and, and the security created in connection with the Purchase Agreement shall be fully released and discharged if and to the extent that the each of Issuer and the Founder has duly and irrevocably discharged his/its obligations pursuant to this Section 1. The Founder has carefully read and considered this Section 1 and, having done so, hereby agrees that the provisions set forth in Section 1 are fair and reasonable and are necessary and required for the protection of the interests of the Investor and its Affiliates and the payment of the indemnity is fair and reasonable in light of the anticipated harm that would ensue from any breach based on a reasonable estimate of the loss to the Investor and further acknowledge and agree that such payment of indemnity is not a penalty.

2. Interim Covenants. The parties hereby agree that:

(a) from the date hereof until the Closing, Parent shall, and the Founder and Issuer shall cause Parent to, keep the Investor apprised of the latest progress and status of all matters relating to or under the Merger Agreement, including the progress and status of the fulfilment of the closing conditions (or any impediments for fulfilling any or all closing conditions) thereunder, and provide all such documents and any other information as reasonably requested by the Investor in connection therewith. If any objections are asserted with respect to the Merger under any applicable Law or if any suit is instituted (or threatened to be instituted) by any applicable Governmental Authority or which would otherwise prevent, materially impede or materially delay the consummation of the Merger, each of the Founder, Parent and Issuer undertakes to notify the Investor immediately upon it coming to the Founder's, Parent's or Issuer's attention;

(b) from the date of this Agreement until the Closing, Parent shall not, and shall cause the Merger Sub not to, and the Founder and Issuer shall not permit Parent or the Merger Sub to, (i) waive any closing condition under the Merger Agreement, any other Transaction Document or the Purchase Agreement and other documents in connection therewith, or (ii) terminate, amend or modify the Merger Agreement, any other Transaction Document or the Purchase Agreement and other documents in connection therewith unless such action has been approved in advance in writing by the Investor. Each of the Founder, Issuer and Parent agrees not to, and shall procure the Merger Sub not to, take any action with respect to the Merger Agreement, unless such action is required to be performed under the Merger Agreement or otherwise jointly instructed or mutually agreed by the Investor and the Founder, provided that the Investor and the Founder shall not require Parent or the Merger Sub to waive the closing condition under Section 7.01(b) (*No Injunction*) of the Merger Agreement; and

(c) from the date hereof until the Closing, except with the prior written consent of the Investor or as specifically required by any of the Transaction Documents or the Consortium Agreements, the Founder and Parent shall not transfer or encumber (or take any action to attempt to transfer or encumber) any or all of the Equity Securities of Issuer or Parent (or any beneficial interest therein) in any way, and the Founder, Issuer and Parent shall not, and shall procure that each of Parent and Merger Sub shall not, (i) increase, reduce or transfer any of its registered capital; (ii) alter, amend or supplement any of its charter documents; (iii) merge or consolidate with other Person, or participate in any other type of corporate restructuring; (iv) acquire or dispose of, or agree to acquire or dispose of, any assets; (v) create, or agree to create, an encumbrance over any assets; (vi) directly or indirectly, incur any debt or any liability; or (vii) guarantee or secure the obligations of any Person.

3. ESOP. Prior to or upon the Payment Date, the terms and conditions of a new equity or equity-linked incentive plan of the Group Companies (to be adopted as of the Closing) shall have been agreed by the parties (the "ESOP Plan"), the size of which shall represent the sum of (a) certain Equity Securities of Parent representing the Vested Company Options and Vested Company RSUs as of the Effective Time (excluding any Company Option or Company RSU granted to the Persons set forth on Schedule 2.02 to the Merger Agreement) (such Vested Company Options and Vested Company RSUs, collectively, the "Vested Awards") that the holders thereof have elected to or deemed to have elected to receive employee incentive awards in accordance with the Merger Agreement with respect to the Vested Awards, plus (b) 13% of Parent's issued share capital as of the Closing (after giving effect to the adoption of the ESOP Plan). The parties agree and acknowledge that, (i) the Vested Awards shall be replaced with an employee incentive award granted under the ESOP Plan, and (ii) any Company Option or Company RSU that have been granted but not vested under the Company Share Plans as of the Effective Time (excluding any Company Option or Company RSU granted to the Persons set forth on Schedule 2.02 to the Merger Agreement) shall be replaced with an employee incentive award granted under the ESOP Plan.

4. Fees and Expenses.

(a) Notwithstanding anything to the contrary in the limited guarantees of even date herewith delivered by the Investor and the Founder, in the event that any of (i) the payment of Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, (ii) the reimbursement obligations of Parent pursuant to Section 8.06(d) of the Merger Agreement, and (iii) the indemnification and reimbursement obligations of Parent under Section 6.07(g) of the Merger Agreement (collectively, the "Guaranteed Payment") is due and payable under the Merger Agreement, the Founder and the Investor shall be responsible for such proportion of the Guaranteed Payment that is due and payable pursuant to the Merger Agreement as follows: the Investor shall cause the following amount of money to be paid in immediately available funds without any deduction or set-off to a bank account designated by the Founder as soon as practicable and no later than one Business Day following the Founder's notification of designated bank account details, which amount shall equal the product of (A) the amount of the Guaranteed Payment *multiplied by* (B) a fraction, the numerator of which is the Investor's total cash contribution in connection with the Merger, being the amount of the Commitment, and the denominator of which is the sum of (1) the amount of the Commitment, *plus* (2) the product of Per Share Merger Consideration *multiplied by* the aggregate number of Rollover Shares by the Founder and his Affiliates; provided that (x) the Founder shall be solely responsible for the entire Guaranteed Payment if such payment is due and payable pursuant to the Merger Agreement as a result of (A) the termination of the Merger Agreement by the Company pursuant to Section 8.03(a) or Section 8.03(b) of the Merger Agreement (but excluding the scenarios where such termination is not primarily arising from or relating to any default by the Founder and/or his Affiliates of their relevant obligations under the Consortium Agreements and the Merger Agreement) or (B) the Sponsor's refusing to fund the Commitment due to any material breach of the Founder and/or his Affiliates' obligations under the Consortium Agreements and the Merger Agreement, and shall also indemnify and hold the Investor and its Affiliates, officers, directors, agents and employees harmless from any or all losses, diminution in value, and costs (including reasonable fees, disbursements and other reasonable charges of counsel) actually paid, suffered, sustained or incurred in connection therewith (in each case, whether or not resulting from third party claims); (y) the Investor shall be solely responsible for the entire Guaranteed Payment if such payment is due and payable pursuant to the Merger Agreement as a result of the Investor's refusing to fund the Commitment pursuant to the Equity Commitment Letter despite that all of the closing conditions under Merger Agreement have been fulfilled or waived and all the obligations of the Founder and/or his Affiliates under the Consortium Agreements and the Merger Agreement have been complied with or performed in all material respects, and shall also indemnify and hold the Founder and his Affiliates harmless from any and all losses and costs (including reasonable fees, disbursements and other reasonable charges of counsel) incurred in connection therewith.

(b) Upon receipt by Parent of any Company Termination Fee pursuant to the Merger Agreement, the Founder and Parent shall immediately notify the Investor of the details of such payment, and the Investor shall be entitled to receive such an amount (the "Investor's Pro Rata Amount") that equals the product of (A) the amount of the Company Termination Fee *multiplied by* (B) a fraction, the numerator of which is the Investor's total cash contribution in connection with the Merger, being the amount of the Commitment, and the denominator of which is the sum of (1) the amount of the Commitment, *plus* (2) the product of Per Share Merger Consideration *multiplied by* the aggregate number of Rollover Shares by the Founder and his Affiliates. The Founder shall procure the Investor's Pro Rata Amount to be paid to a bank account designated by the Investor as soon as practicable and no later than one Business Day following the date when the Company makes the payment of the Company Termination Fee, in immediately available funds without any deduction or set-off.

(c) For purposes of this Section 5, the "Consortium Agreements" means (i) this Agreement, (ii) the Equity Commitment Letter, (iii) the Purchase Agreement, (iv) the consortium agreement entered into by and between the Founder and the Investor dated January 21, 2021 (the "Consortium Agreement"), and any other agreements entered into by and among the Founder and/or its Affiliates and the Investor and/or its Affiliates.

5. Exclusivity.

(a) Commencing from the date hereof and ending on the earlier of (i) the Closing and (ii) the termination of this Agreement pursuant to Section 7, unless otherwise agreed to or consented to in writing in advance by the other party, each of the Founder and the Investor shall:

(i) work and cause its or his Affiliates (for purpose of this Section 5(a), the Founder's Affiliates shall not include the Group Companies) and Representatives to exclusively work with the other parties and their Affiliates to implement the Merger, including to prepare, negotiate and finalize the transaction documents contemplated herein or otherwise in connection with the Merger, and vote, or cause to be voted, at every shareholder or stakeholder meeting (whether by written consent or otherwise) all Equity Securities of the Company beneficially owned by such party against any Competing Proposal or matter that would facilitate a Competing Proposal and in favor of the Merger;

(ii) not, directly or indirectly, either alone or with or through any Affiliates or Representatives authorized to act on its or his behalf (i) make a Competing Proposal, or solicit, encourage, facilitate or join with any other Person in the making of, any Competing Proposal, (ii) provide any information to any third party with a view to the third party or any other Person pursuing or considering to pursue a Competing Proposal, (iii) finance or offer to finance any Competing Proposal, including by offering any equity or debt finance, or contribution of Equity Securities of the Company or any beneficial ownership thereof or provision of a voting agreement, in support of any Competing Proposal, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything that is inconsistent with the provisions of this Agreement or the transaction as contemplated under this Agreement, (v) dispose of any Equity Securities of the Company or any beneficial ownership thereof, or directly or indirectly (A) transfer or permit the transfer by any of its Affiliates of an interest (including without limitation any beneficial interest) in any Equity Securities of the Company, in each case, except as expressly contemplated under this Agreement and the other transaction documents, (B) enter into any contract, option or other arrangement or understanding with respect to a transfer or limitation on voting rights of any of the Equity Securities of the Company or any beneficial ownership thereof, or any right, title or interest thereto or therein, or (C) deposit any Equity Securities of the Company or any beneficial interest therein into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Equity Securities of the Company, (vi) take any action that would reasonably be expected to have the effect of preventing, disabling or delaying such party from performing its obligations under this Agreement, or (vii) solicit, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other Person regarding the matters described in clauses (i) to (vi) of this Section 5(a)(ii);

(iii) immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications with all Persons conducted heretofore with respect to a Competing Proposal; and

(iv) promptly notify the other parties if it or he or, to its or his knowledge, any of its or his Representatives receives any approach or communication with respect to any Competing Proposal, including in such notice the identity of the other Persons involved and the nature and content of the approach or communication, and provide the other parties with copies of any written communication.

(b) The parties hereby acknowledge and agree that damages may not be sufficient remedy for breach of Section 5(a) and that the parties shall be entitled to the remedy of injunction, specific performance and other legal and equitable relief for any breach of this Section 5(a) in additional to any other remedies available to it at law or in equity.

(c) For purposes of this Section 5, a "Competing Proposal" shall have the meaning ascribed to it in the Consortium Agreement.

6. Amendment. Neither this Agreement nor any provision hereof may be amended, modified, supplemented, terminated (other than in accordance with Section 7) or waived without the prior written consent of the Investor and the Founder; provided, however, that the Investor may amend this Agreement to reflect (and solely to reflect and without any other modifications) any assignment permitted by this Agreement.

7. Termination. This Agreement will terminate automatically and immediately upon the termination of the Equity Commitment Letter. Upon termination of this Agreement, the parties hereunder shall not have any further obligations or liabilities hereunder; provided, that Sections 1, 4, 6, 7 and 10 hereof shall survive any such termination.

8. Enforceability; Third Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon Issuer, Parent, the Founder and the Investor. This Agreement may only be enforced by Issuer, the Founder, Parent and/or the Investor, and none of the creditors of Issuer, the Founder, Parent or the Investor nor any other Person that is not a party to this Agreement shall have any right to enforce this Agreement or to cause any party hereunder to enforce this Agreement. The parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder or any rights to enforce the Commitment or any provision of this Agreement.

9. Entire Agreement. This Agreement, together with the Consortium Agreement, the Equity Commitment Letter, the Limited Guarantees, the Support Agreements, the Merger Agreement and any other documents in connection with any of the foregoing, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, both written and oral, between the parties with respect to the subject matter hereof.

10. Application of Equity Commitment Letter. The provisions of Section 6 (*Confidentiality*), Section 8 (*Governing Law*), Section 9 (*Submission to Jurisdiction*), Section 10 (*Assignments*), Section 13 (*Notices*), Section 14 (*Specific Performance*), Section 16 (*Severability*) and Section 17 (*Counterparts*) of the Equity Commitment Letter shall apply, *mutatis mutandis*, to this Agreement, and are hereby incorporated into this Agreement as if set out in full herein and as if references in those Sections to "this Agreement" are references to this Agreement and references to "the Sponsor" in those Sections are references to "the Investor."

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, this Agreement is executed and effective as of date first written above.

Investor:

Titanium Education (Cayman) Limited

/s/ Lam On Na Anna

Name: Lam On Na Anna

Title: Authorized Signatory

[Signature Page to Interim Investor Agreement]

Agreed to and acknowledged
as of the date first written above:

Issuer:

Kidtech Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Parent:

Kidedu Holdings Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Founder:

/s/ Shaoyun Han

[Signature Page to Interim Investor Agreement]

Exhibit U

Execution Version

Dated April 30, 2021

Han Shaoyun

as Guarantor

and

Ascendent Capital Partners III, L.P.

and

Titanium Education (Cayman) Limited

as Beneficiaries

PERSONAL GUARANTEE

WARNING

If you sign this document, you will be legally bound by it. YOU MAY HAVE TO PAY the Beneficiaries if any Obligor does not. We recommend that you obtain independent legal advice before you sign this document.

MORRISON | FOERSTER

CONTENTS

THIS GUARANTEE is dated April 30, 2021 and made among:

(1) **Han Shaoyun**, a PRC national with PRC Identity Card No. [******], whose address is at 6F, No.1, Andingmenwai Street, Litchi Tower, Chaoyang District, Beijing 100011, the PRC (the "**Guarantor**");

(2) **Ascendent Capital Partners III, L.P.**, an exempted limited partnership formed under the Laws of the Cayman Islands (the "**Sponsor**"); and

(3) **Titanium Education (Cayman) Limited**, an exempted company incorporated under the Laws of the Cayman Islands with its registered office at Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands (the "**Investor**," together with the Sponsor, the "**Beneficiaries**").

IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Guarantee:

"**Equity Commitment Letter**" means the equity commitment letter entered into by and among Issuer, Parent, the Guarantor and the Sponsor dated the date hereof.

"**Guaranteed Liabilities**" has the meaning set out in Clause 2.1(c) (*Guarantee and Indemnity*).

"**Obligors**" means collectively Parent and Issuer, and each of them, an "**Obligor**."

"**Party**" means a party to this Guarantee.

"**PRC**" means the People's Republic of China, excluding, for purposes of this Guarantee, Hong Kong, Macau Special Administrative Region and Taiwan.

"**Relevant Jurisdiction**" means the Guarantor's jurisdiction of domicile.

"**Transaction Documents**" means collectively the following documents as amended, varied, novated or supplemented from time to time.

(a) the Equity Commitment Letter;

(b) the Interim Investor Agreement;

(c) the Consortium Agreement;

(d) the Purchase Agreement;

(e) any other document entered into by and among the Guarantor and/or its Affiliates and the Beneficiaries and/or any of their Affiliates; and

(f) any other document in connection with the foregoing.

1.2 Unless a contrary indication appears, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Equity Commitment Letter and/or Merger Agreement, where appropriate.

1.3 This Guarantee shall take effect as a deed notwithstanding the Beneficiaries may only execute it under hand.

1.4 Unless expressly provided to the contrary in a Transaction Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Guarantee. Notwithstanding any term of any Transaction Document, the consent of any third person who is not a Party is not required to rescind or vary this Guarantee at any time.

2. **GUARANTEE AND INDEMNITY**

2.1 In consideration of the Beneficiaries and/or any of their Affiliates entering into the Transaction Documents, the Guarantor hereby irrevocably and unconditionally:

(a) effective from the Payment Date and until the earlier of (A) the Closing and (B) the completion of the Unwind:

(i) guarantees to the Beneficiaries the due and prompt payment of all sums payable by Issuer or Parent owed to the Beneficiaries and/or any of their Affiliates under the Equity Commitment Letter, the Interim Investor Agreement, the Purchase Agreement and/or the Notes, and the due and punctual performance of each obligation by Issuer and Parent under the Equity Commitment Letter, the Interim Investor Agreement, the Purchase Agreement and/or the Notes; and

(ii) undertakes with the Beneficiaries that, whenever Issuer or Parent does not promptly pay any amount due to the Beneficiaries and/or any of their Affiliates under the Equity Commitment Letter, the Interim Investor Agreement, the Purchase Agreement and/or the Notes, the Guarantor shall immediately on demand pay that amount within the specified timeframe as required by the Beneficiaries as if he were the principal obligor, in respect of such amount;

(b) effective from the date hereof and until the earlier of (A) the Closing and (B) the completion of the Unwind, guarantees to the Beneficiaries the due and punctual performance of each of Parent and Issuer of its respective obligations under the Transaction Documents; and

(c) agrees with the Beneficiaries that if any obligation guaranteed by him as set forth in Clauses 2.1(a) and 2.1(b) above (the "**Guaranteed Liabilities**") is or becomes unenforceable, invalid or illegal, he will, as an independent and primary obligation, indemnify the Beneficiaries and/or any of their Affiliates immediately on demand against any cost, loss or liability it incurs as a result of any Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Transaction Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount he would have had to pay under this Guarantee if the amount claimed had been recoverable on the basis of a guarantee.

3. **CONTINUING GUARANTEE**

This Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Transaction Documents, regardless of any intermediate payment or discharge in whole or in part.

4. **REINSTATEMENT**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by any of the Beneficiaries in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Guarantor under this Guarantee will continue or be reinstated as if the discharge, release or arrangement had not occurred.

5. **WAIVER OF DEFENCES**

The liability of the Guarantor under this Guarantee will not be affected by an act, omission, matter or thing which, but for this Guarantee, would reduce, release or prejudice any of his liability under this Guarantee (without limitation and whether or not known to him or any of the Beneficiaries) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or any other person;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Transaction Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Transaction Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any document or security;

(g) any insolvency or similar proceedings; or

(h) the Transaction Documents or any other documents in connection therewith not being executed by or binding upon any other party.

6. **IMMEDIATE RECOURSE**

The Guarantor waives any right he may have of first requiring any of the Beneficiaries (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this Guarantee. This waiver applies irrespective of any Law or any provision of a Transaction Document to the contrary.

7. **APPROPRIATIONS**

Until all amounts which may be or become payable by the Obligors under or in connection with the Transaction Documents have been irrevocably paid in full, the Beneficiaries (or any trustee or agent on their behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Beneficiaries (or any trustee or agent on their behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this Guarantee.

8. **DEFERRAL OF GUARANTOR'S RIGHTS**

Until all amounts which may be or become payable by the Obligors under or in connection with the Transaction Documents have been irrevocably paid in full and unless the Beneficiaries otherwise directs, the Guarantor will not exercise or otherwise enjoy the benefit of any right which he may have by reason of performance by him of his obligations under the Transaction Documents or by reason of any amount being payable, or liability arising, under this Guarantee:

(a) to be indemnified by any Obligor;

(b) to claim any contribution from any other guarantor of or provider of security for any Obligor's obligations under the Transaction Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiaries and/or their Affiliates under the Transaction Documents or of any other guarantee or security taken pursuant to, or in connection with, the Transaction Documents by the Beneficiaries;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under this Guarantee;

(e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with the Beneficiaries.

If the Guarantor shall receive any benefit, payment or distribution in relation to any such right he shall hold that benefit, payment or distribution (or so much of it as may be necessary to enable all amounts which may be or become payable to the Beneficiaries by the Obligors under or in connection with the Transaction Documents to be paid in full) on trust for the Beneficiaries, and shall promptly pay or transfer the same to the Beneficiaries.

9. **ADDITIONAL SECURITY**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any of the Beneficiaries.

10. **REPRESENTATIONS AND WARRANTIES**

The Guarantor makes the representations and warranties set out in this Clause 10 to the Beneficiaries on the date of this Guarantee.

10.1 **Status and capacity**

(a) The Guarantor is a natural person, a citizen of the PRC (with PRC Identity Card No. [******]), of legal age, with full legal capacity and individual power to execute, deliver and perform his obligations under this Guarantee and the transactions contemplated hereunder and is not, by reason of illness or incapacity (whether mental or physical) incapable of managing his own affairs.

(b) The Guarantor is of sound mind.

(c) The Guarantor is domiciled and resident for tax purposes in the PRC.

(d) No order has been made or receiver appointed in respect of the Guarantor under the Mental Health Ordinance (Cap. 316 of the Laws of Hong Kong) nor has any step or procedure been taken in any other jurisdiction which would restrict his ability or legal capacity to enter into the Transaction Documents to which he is a party or would require the approval of any person or authority.

(e) The Guarantor is acting as principal and for his own account and not as agent or trustee or in any other capacity on behalf of any person.

10.2 **Binding obligations**

The Guarantor's obligations expressed to be assumed by him in this Guarantee are legal, valid, binding and enforceable obligations.

10.3 **Non-conflict with other obligations**

The entry into and performance by him of, and transactions contemplated by, this Guarantee do not and will not conflict with:

(a) any Law or regulation applicable to him; or

(b) agreement or instrument binding on the Guarantor or any of his assets.

10.4 **Validity and admissibility in evidence**

All Authorisations required or desirable:

(a) to enable him lawfully to enter into, exercise his rights and comply with its obligations in the Transaction Documents to which he is a party; and

(b) to make the Transaction Documents to which he is a party admissible in evidence in his Relevant Jurisdictions,

have been obtained or effected and are in full force and effect.

10.5 **Transaction Documents**

He has been provided with, and acknowledges receipt of, a copy of each Transaction Document.

10.6 **Bankruptcy**

No:

(a) action, legal proceeding or other procedure or step in relation to:

(i) bankruptcy;

(ii) a composition, compromise, assignment or arrangement with any of his creditors;

(iii) the appointment of a trustee in bankruptcy or other similar officer in respect of him or any of his assets; or

(iv) enforcement of any security over any of his assets,

or any analogous procedure or step; or

(b) creditor's process against him.

has to his knowledge been threatened in relation to him.

10.7 **No default**

No event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Guarantor or to which his assets are subject which might have a material adverse effect on his ability to perform his obligations under this Guarantee.

10.8 **No misleading information**

(a) Any information provided by the Guarantor to the Beneficiaries was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(b) Nothing has occurred or been omitted from the information so provided and no information has been given or withheld that results in the information provided by or on behalf of the Guarantor being untrue or misleading in any material respect.

10.9 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a material adverse effect on the Guarantor's ability to perform his obligations under this Guarantee has or have (to the best of his knowledge and belief) been started or threatened against him.

10.10 **Immunity**

(a) The Guarantor's entry into this Guarantee, and the exercise by him of his rights and performance of his obligations under this Guarantee, will constitute private and commercial acts performed for private and commercial purposes.

(b) None of the Guarantor's assets is entitled to immunity on any grounds from any legal action or proceeding (including, without limitation, suit, attachment prior to judgment, execution or other enforcement).

10.11 **Repetition**

The representations set out in this Clause 10 are deemed to be made by the Guarantor by reference to the facts and circumstances then existing on each day on which any part of the Guaranteed Liabilities are outstanding.

11. GENERAL UNDERTAKINGS

11.1 Pari passu ranking

The Guarantor undertakes:

(a) that his obligations and liabilities under this Guarantee will at all times rank (except in respect of statutory preferential debts) at least *pari passu* with all his other present and future unsecured indebtedness; and

(b) not to take or receive any security in respect of his liability under this Guarantee.

11.2 Insolvency proceedings

The Guarantor shall not take or enter into any corporate action, legal proceedings or other procedure or step in relation to:

(a) the suspension of payments, a moratorium of any indebtedness or bankruptcy, in respect of himself;

(b) a composition or arrangement with any of his creditors, or an assignment for the benefit of any of his creditors generally or a class of such creditors;

(c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of himself or any of his assets; or

(d) enforcement of any security over any of his assets,

or take or enter into any analogous procedure or step in any jurisdiction.

12. CURRENCY CONVERSION

12.1 For the purpose of or pending the discharge of any of the Guaranteed Liabilities the Beneficiaries may convert any moneys received or recovered by it from one currency to another, at the spot rate at which it is able to purchase the currency in which the Guaranteed Liabilities are due with the amount received.

12.2 The obligations of the Guarantor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

13. **SET-OFF**

The Beneficiaries may set off any matured obligation due from the Guarantor under this Guarantee (to the extent beneficially owned by the Beneficiaries) against any matured obligation owed by the Beneficiaries to the Guarantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Beneficiaries may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

14. **NOTICES**

14.1 **Communications in writing**

Any communication to be made under or in connection with this Guarantee shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

14.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Guarantee is:

(a) that identified with his name below;

(b) in the case of the Beneficiaries, that identified in clause 14 (*Notices*) of the Equity Commitment Letter; or

(c) any substitute address, fax number or department or officer as the Party may notify to the other Party by not less than five Business Days' notice.

14.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with this Guarantee will be effective:

(i) if by way of fax, only when received in legible form; or

(ii) if by way of letter, only when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to him at that address;

and, in the case of the Beneficiaries, if a particular department or officer is specified as part of its address details provided under Clause 14.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Beneficiaries will be effective only when actually received by the Beneficiaries.

(c) Any communication or document made or delivered to an Obligor in accordance with clause 14 (*Notices*) of the Equity Commitment Letter will be deemed to have been made or delivered to the Guarantor.

14.4 **Electronic communication**

(a) Any communication to be made between the Parties under or in connection with this Guarantee may be made by electronic mail or other electronic means (including by way of posting to a secure website) if the Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication as specified in paragraph (a) above to be made between the Guarantor and the Beneficiaries may only be made in that way to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

(c) Any such electronic communication as specified in paragraph (a) above made between the Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by the Guarantor to the Beneficiaries only if it is addressed in such a manner as the Beneficiaries shall specify for this purpose.

(d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5 p.m. in the place in which the Party to whom the relevant communication is sent or made available has his or its address for the purpose of this Guarantee shall be deemed only to become effective on the following day.

14.5 **English language**

(a) Any notice given under or in connection with this Guarantee must be in English.

(b) All other documents provided under or in connection with any Transaction Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Beneficiaries, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

15. **COSTS AND EXPENSES**

The Guarantor shall within three Business Days of demand, pay to the Beneficiaries the amount of all costs and expenses, (including legal fees) reasonably incurred by the Beneficiaries in connection with the preservation, or exercise and enforcement, of any rights under or in connection with this Guarantee or any attempt so to do.

16. **ASSIGNMENTS AND TRANSFERS**

16.1 The Guarantor may not assign any of his rights or transfer any of his rights or obligations under this Guarantee, except with the prior written consent of the Beneficiaries.

16.2 Any of the Beneficiaries may assign any of its rights or transfer by novation any of its rights and obligations under this Guarantee in accordance with clause 10 (*Assignments*) of the Equity Commitment Letter and this Guarantee shall remain in effect despite any amalgamation or merger (however described) relating to any of the Beneficiaries.

17. **PARTIAL INVALIDITY**

If, at any time, any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under any Law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the Law of any other jurisdiction will in any way be affected or impaired.

18. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Beneficiaries, any right or remedy under this Guarantee shall operate as a waiver of any such right or remedy or constitute an election to affirm this Guarantee. No election to affirm this Guarantee on the part of the Beneficiaries shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any rights or remedies provided by law.

19. **AMENDMENTS AND WAIVERS**

Any term of this Guarantee may be amended or waived only with the consent of the Beneficiaries and the Guarantor and any such amendment or waiver will be binding on both Parties.

20. **GOVERNING LAW**

This Guarantee is governed by the Laws of Hong Kong, without regard to conflict of Laws or rules thereof.

21. **ENFORCEMENT**

27.1 **Arbitration**

(a) Any dispute, controversy, difference or claim arising out of or relating to this Guarantee (including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) shall be referred to and finally resolved by arbitration.

(b) The arbitration shall be administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**HKIAC Rules**") in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong Law. The seat of arbitration shall be Hong Kong. The arbitral tribunal shall consist of three arbitrators to be appointed according to the HKIAC Rules. The arbitration shall be conducted in the English language.

(c) The procedures for the taking of evidence shall be governed by the IBA Rules on the Taking of Evidence in International Arbitration.

(d) The costs of arbitration (including reasonable costs for legal representation and other assistance) shall be borne by the losing party to the arbitration, unless otherwise determined by the arbitral tribunal.

(e) The award of the arbitral tribunal shall be final and binding upon the parties to the arbitration. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant Party or its assets.

21.2 **Waiver of immunities**

The Guarantor irrevocably waives, to the extent permitted by applicable Law, with respect to himself and his revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of his assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which him or his revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable Law, that he will not claim any immunity in any such proceedings).

THIS GUARANTEE has been executed and delivered as a deed on the date stated at the beginning of this Guarantee.

EXECUTION PAGE

THE GUARANTOR

Han Shaoyun

Address: 6F, No.1, Andingmenwai Street, Litchi Tower, Chaoyang District, Beijing 100011, the PRC

Signed, sealed and delivered as a deed **by Han Shaoyun**

/s/ Shaoyun Han

in the presence of:

/s/ Lei Song
Signature of witness

Lei Song
Name of witness

6F, No.1 Andingmenwai Street

Litchi Tower, Chaoyang

Beijing, 100011, China
Address of witness

VP of Finance
Occupation of witness

THE BENEFICIARIES

For and on behalf of

Ascendent Capital Partners III, L.P.

By: Ascendent Capital Partners III GP, L.P., its general partner

By: Ascendent Capital Partners III GP Limited, its general partner

By: /s/ Lam On Na Anna

Name: Lam On Na Anna

Title: Authorized Signatory

For and on behalf of

Titanium Education (Cayman) Limited

By: /s/ Lam On Na Anna

Name: Lam On Na Anna

Title: Authorized Signatory

Exhibit V

April 30, 2021

Banyan Enterprises Limited
Banyan Enterprises A Limited
OMC Chambers, Wickhams Cay 1
Road Town, Tortola, British Virgin Islands

Re: **Letter of Undertaking regarding SPA and Personal Guarantee** (this "Letter")

Dear Sirs:

Reference is made to (A) the Share Purchase Agreement, dated as of December 7, 2018 (as amended from time to time, the "SPA") by and among Banyan Enterprises Limited, a BVI business company incorporated under the laws of the British Virgin Islands (the "Purchaser A"), Banyan Enterprises A Limited, a BVI business company incorporated under the laws of the British Virgin Islands (the "Purchaser B," and, together with the Purchaser A, each a "Purchaser" and collectively the "Purchasers") and Techedu Limited, a company with limited liability incorporated under the laws of the British Virgin Islands (the "Seller"), as amended by an Amendment to Share Purchase Agreement (the "First Amendment"), dated as of October 12, 2019, by and among the Purchasers, the Seller and Mr. Shaoyun Han ("Founder"), and (B) the Personal Guarantee, dated October 12, 2019 (the "Personal Guarantee"), by and among Founder (as the Guarantor), the Seller (as the Debtor) and the Purchasers (as the Creditors). All capitalized terms used herein and otherwise defined herein shall have the meanings set forth in the SPA.

In connection with the Purchasers' execution of certain Rollover and Support Agreement (the "Rollover Agreement"), dated as of the date hereof, with Kidedu Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Parent"), the Founder hereby undertakes to the Purchaser as follows:

1. The Founder shall continue to perform, and will cause the Seller to continue to perform, their respective covenants and other obligations as provided by the SPA, after the closing (the "Merger Closing") of the transactions contemplated under that certain Agreement and Plan of Merger (as may be revised, amended, restated and supplemented from time to time, the "Merger Agreement") by and among the Company, Parent and Kidarena Merger Sub ("Merger Sub"), pursuant to which the Merger Sub will merger with and into the Company, with the Company continuing as the surviving company and a wholly owned subsidiary of Parent (the "Merger"); provided that to the extent applicable, all such terms contained under the SPA applying to the Class A Ordinary Shares, Target Shares or Open Market Transfer shall, after the Merger Closing, apply to Parent Shares (as defined in the Rollover Agreement) and Parent Share Transfer (as defined below), with all other terms remain unchanged and continuing to apply, *mutatis mutandis*.

2. The Founder shall, to the extent of and subject to the terms of the Personal Guarantee, continue to guarantee to the Purchasers the Seller's fulfillments of its obligations under the SPA and this Letter, and the Seller's obligations being secured and guaranteed under the Personal Guarantee shall be deemed to include the Seller's covenants and obligations under this Letter.

3. The Founder and the Seller acknowledge and agree that the Purchaser's execution, delivery and performance of the Rollover Agreement (including without limitation to the disposition of the Target Shares and receipt of the Parent Shares by the Purchasers) shall not be deemed to be a breach of Section 7.3(a) (Lock-up) of the SPA in any respect.

4. The Founder and the Seller acknowledge and agree that subject to the Lock-up Period, each Seller (a "Transferor") shall have the right to sell and transfer all or a portion of the Parent Shares to any bona fide third party buyer at the fair market value of the Parent Shares (including without limitation to transfer in the manner of secondary transfer of private equities, or in any public stock market, or through any merger, acquisition, consolidation, division, scheme of arrangement or other similar transactions) (the "Parent Share Transfer"), and shall have the right to deliver a Transfer Notice to the Seller (in such case, the Seller shall have the right to purchase the transferring Parent Shares in accordance with Section 7.3(c) of the SPA). In the event the Transferor effects the Parent Share Transfer, and the actual transfer price (the "Actual Transfer Price Per Share") for each Parent Share is lower than the Target Price Per Share (as defined below), the Seller shall compensate the Transferor, no later than twenty (20) days following the completion of the Parent Share Transfer, in the amount that is equal to the difference between the Target Price Per Share minus the Actual Transfer Price Per Share, multiplied by the Parent Shares subject to the Transfer Notice. Except for payment for the Purchase by Seller, the Seller is not obligated to compensate the Purchaser unless the Purchaser delivers the Transfer Notice to effect the Parent Share Transfer pursuant to this Letter.

   The "Target Price Per Share" for each Parent Share shall be an amount in US Dollars at a price of (x) 100% of the result of the Purchase Price (applicable to the Purchaser holding such Parent Share) divided by the total number of the Parent Shares issued to such Purchaser Shares upon cancellation of the Target Shares held by such Purchaser (the "Parent Share Price Per Share"), plus (y) interest accrued on the Parent Share Price Per Share at the simple interest rate of six (6%) per annum for the period from the Closing Date to the date that the aggregate consideration for the Purchase by Seller or the Transferor's Parent Share Transfer, whichever is applicable, is fully paid. The aggregate consideration for the Purchase by Seller shall be the number of total Parent Shares subject to the Purchase Notice, multiplied by the Target Price Per Share.

5. This Letter shall take effect only upon (and immediately upon) the completion of the issuance by Parent of the Parent Shares to the Purchasers in accordance with the Rollover Agreement. Upon the effectiveness hereof, if there is any discrepancy between the SPA and this Letter, the terms of this Letter shall prevail.

6. This Letter reflects the mutual intent of the parties hereto and no rule of construction against the drafting party shall apply. Sections 9.3 (Amendments and Waivers), 9.4 (Notices), 9.5 (Successors and Assigns), 9.7 (Governing Law; Dispute Resolution), 9.8 (Cumulative Remedies), 9.9 (Severability), 9.11 (Fees and Expenses) and 9.12 (Delays or Omissions) of the SPA shall apply to this Letter *mutatis mutandis*; provided all references to "this Agreement" in such provisions shall refer to this Letter, and all references to "Parties" in such provisions shall refer to the parties hereto.

7. Each party hereto agrees and acknowledges that the terms and conditions of this Letter, including the existence of this Letter and the transactions contemplated hereby, shall be considered confidential information and shall not be disclosed to any other person except that (i) each party hereto may disclose such terms and conditions to its directors, officers, employees, investors, partners, employees, investment bankers, lenders, accountants, attorneys, affiliates and their respective directors, officers, employees and advisers, in each case only where such persons have reasonable need to know such information; (ii) each party hereto may disclose any of such terms and conditions as required during any judicial or regulatory process including in connection with any dispute, controversy or claim arising from or in connection with this Letter, and (iii) if any party hereto reasonably believes it is requested or becomes legally compelled by any governmental authority or as required by the applicable laws (including pursuant to rules of an applicable stock exchange) to disclose the existence or content of this Letter in contravention of the provisions of this Section, such party shall promptly provide the other party with written notice of that fact so that such other party may seek a protective order, confidential treatment or other appropriate remedy and in any event shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

8. After the date hereof and without further consideration, the parties hereto shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby, to evidence the fulfillment of the agreements herein contained and to give practical effect to the intention of the parties hereto.

9. This Letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other parties hereto, it being understood that each party need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature were the original thereof.

[Signature page follows]

Very truly yours,

Shaoyun Han

/s/ Shaoyun Han

Techedu Limited

By: /s/ Shaoyun Han
Name: Shaoyun Han
Title: Director

Acknowledged and agreed:

PURCHASER A:

Banyan Enterprises Limited

By: /s/ Wong Hoi Pong
Name: Wong Hoi Pong
Title: Authorized Signatory

PURCHASER B:

Banyan Enterprises A Limited

By: /s/ Wong Hoi Pong
Name: Wong Hoi Pong
Title: Authorized Signatory