

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

FORM S-3

**(Amendment No. 3)
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

CHINANET ONLINE HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

20-4672080
(I.R.S. Employer
Identification Number)

No. 9 South Min Zhuang Road,
Haidian District
Beijing, PRC 100195
(86) 10 5160 0828

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

George Kai Chu
Chief Operating Officer and Secretary
No. 3 Min Zhuang Road, Building 6
Yu Quan Hui Gu Tuspark, Haidian District
Beijing, PRC 100195
(86) 10 5160 0828

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

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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of the registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

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

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

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

| Title of Each Class of Securities to be Registered | Amount to be Registered(1) | Proposed Maximum Offering Price Per Share (2) | Proposed Maximum Aggregate Offering Price (2) | Amount of Registration Fee |
|--|----------------------------|---|---|----------------------------|
| Common Stock, par value \$0.001 per share | - | - | - | |
| Preferred Stock, par value \$0.001 per share | - | - | - | |
| Warrants | - | - | - | |
| Units | - | - | - | |
| Total | | | \$75,000,000 | \$9,090.00 (3)(4) |
| Common Stock, par value \$0.001 per share, held by the Selling Stockholders named herein | 774,000(5) | \$6.60(6) | \$5,108,400 | 619.14 |
| Total | | | | \$9,709.14 (7) |

- (1) We are registering an indeterminate number of shares of common stock, preferred stock, warrants to purchase common stock and/or preferred stock and/or units, each of which may be offered from time to time at prices to be determined at the time of any such offering. The aggregate offering price of these securities will not exceed \$75,000,000. Any securities registered hereunder may be sold separately from, or together in the same offering with, other securities registered hereunder. In addition, pursuant to Rule 416 under the Securities Act, the shares being registered hereunder include such indeterminate number of shares of common stock and preferred stock as may be issuable with respect to the shares being registered hereunder as a result of stock splits, stock dividends or similar transactions.

- (2) The proposed maximum aggregate offering price per class of security will be determined from time to time by the Registrant in connection with the issuance by the Registrant of the securities registered hereunder and is not specified as to each class of security in reliance on Rule 457(o) under the Securities Act of 1933 and General Instruction II.D of Form S-3 under the Securities Act of 1933.
- (3) Calculated pursuant to Rule 457(o) under the Securities Act of 1933.
- (4) Consisting of some or all of the securities listed above, in any combination, including common stock, preferred stock, warrants and units.
- (5) Consists of 774,000 shares of common stock underlying warrants that are being registered for resale by the Selling Shareholders named herein.
- (6) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457 and is based upon the exercise price of the warrants pursuant to which such shares are issuable.
- (7) Paid previously.

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

Explanatory Note

This Registration Statement contains two prospectuses, as set forth below.

- **Offering Prospectus.** A prospectus to be used for the offering and sale, from time to time in one or more offerings by the registrant of any combination of common stock, preferred stock, warrants, or units having a maximum aggregate offering price not exceeding \$75,000,000.
- **Resale Prospectus.** A prospectus to be used for the resale by the Selling Stockholders of up to 774,000 shares of the Company's common stock underlying warrants.

The Resale Prospectus is substantively identical to the Offering Prospectus, except for the following principal points:

- the outside and inside covers are different;
- the section entitled "About this Prospectus" in the Resale Prospectus is different;
- the section entitled "Use of Proceeds" in the Resale Prospectus is different;
- the sections entitled "Description of Common Stock and Preferred Stock," "Description of Warrants," and "Description of Units" in the Offering Prospectus are not included in the Resale Prospectus;
- a section entitled "Offering" is included in the Resale Prospectus;
- a section entitled "Selling Stockholders" is included in the Resale Prospectus; and
- the section entitled "Plan of Distribution" in the Resale Prospectus is different.

The Registrant has included in this Registration Statement a set of alternate pages for the Resale Prospectus to reflect the foregoing differences.

The Offering Prospectus will exclude the alternate pages and will be used for the public offering by the Registrant. The Resale Prospectus will be substantively identical to the Offering Prospectus except for the addition or substitution of the alternate pages and will be used for the resale offering by the Selling Stockholders.

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

SUBJECT TO COMPLETION, DATED _____, 2020

PROSPECTUS

CHINANET ONLINE HOLDINGS, INC.

**\$75,000,000
Common Stock
Preferred Stock
Warrants
Units**

We may, from time to time in one or more offerings, offer and sell up to \$75,000,000 in the aggregate of common stock, preferred stock, warrants to purchase common stock or preferred stock, or any combination of the foregoing, either individually or as units comprised of one or more of the other securities.

This prospectus provides a general description of the securities we may offer. We will provide the specific terms of the securities offered in one or more supplements to this prospectus. We may also authorize one or more free writing prospectuses to be provided to you in connection with these offerings. The prospectus supplement and any related free writing prospectus may add, update or change information contained in this prospectus. You should read carefully this prospectus, the applicable prospectus supplement and any related free writing prospectus, as well as the documents incorporated or deemed to be incorporated by reference, before you invest in any of our securities. **This prospectus may not be used to offer or sell any securities unless accompanied by the applicable prospectus supplement.**

Our common stock is traded on The Nasdaq Capital Market under the symbol "CNET." On February 10, 2020, the last reported sale price for our common stock was \$1.28 per share. As of that date, the aggregate market value of our outstanding common stock held by non-affiliates was approximately \$18,124,365 based on 19,629,403 shares of our outstanding common stock, of which approximately 14,159,660 shares were held by non-affiliates. Pursuant to General Instruction I.B.6. of Form S-3, in no event will we sell the securities covered hereby in a public primary offering with a value exceeding more than one-third of the aggregate market value of our common stock in any 12-month period so long as the aggregate market value of our outstanding common stock held by non-affiliates remains below \$75,000,000. During the 12 calendar months prior to and including the date of this prospectus, we have not offered or sold any securities pursuant to General Instruction I.B.6 of Form S-3.

Investing in our securities involves a high degree of risk. See "Risk Factors" on page 3 of this prospectus and in the documents incorporated by reference in this prospectus, as updated in the applicable prospectus supplement, any related free writing prospectus and other future filings we make with the Securities and Exchange Commission that are incorporated by reference into this prospectus, for a discussion of the factors you should consider carefully before deciding to purchase our securities.

We may sell these securities directly to investors, through agents designated from time to time or to or through underwriters or dealers. For additional information on the methods of sale, you should refer to the section entitled "Plan of Distribution" in this prospectus. If any underwriters are involved in the sale of any securities with respect to which this prospectus is being delivered, the names of such underwriters and any applicable commissions or discounts will be set forth in a prospectus supplement. The price to the public of such securities and the net proceeds we expect to receive from such sale will also be set forth in a prospectus supplement.

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

The date of this prospectus is _____, 2020.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the SEC, under the Securities Act of 1933, as amended, or the Securities Act, using a “shelf” registration process. Under this shelf registration process, we may from time to time sell common stock, preferred stock or warrants to purchase common stock or preferred stock, or any combination of the foregoing, either individually or as units comprised of one or more of the other securities, in one or more offerings up to a total dollar amount of \$75,000,000. We have provided to you in this prospectus a general description of the securities we may offer. Each time we sell securities under this shelf registration, we will, to the extent required by law, provide a prospectus supplement that will contain specific information about the terms of that offering. We may also authorize one or more free writing prospectuses to be provided to you that may contain material information relating to these offerings. The prospectus supplement and any related free writing prospectus that we may authorize to be provided to you may also add, update or change information contained in this prospectus or in any documents that we have incorporated by reference into this prospectus. To the extent there is a conflict between the information contained in this prospectus and the prospectus supplement or any related free writing prospectus, you should rely on the information in the prospectus supplement or the related free writing prospectus; provided that if any statement in one of these documents is inconsistent with a statement in another document having a later date – for example, a document filed after the date of this prospectus and incorporated by reference into this prospectus or any prospectus supplement or any related free writing prospectus – the statement in the document having the later date modifies or supersedes the earlier statement.

We have not authorized any dealer, agent or other person to give any information or to make any representation other than those contained or incorporated by reference in this prospectus and any accompanying prospectus supplement, or any related free writing prospectus that we may authorize to be provided to you. You must not rely upon any information or representation not contained or incorporated by reference in this prospectus or an accompanying prospectus supplement, or any related free writing prospectus that we may authorize to be provided to you. This prospectus and the accompanying prospectus supplement, if any, do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the registered securities to which they relate, nor do this prospectus and the accompanying prospectus supplement constitute an offer to sell or the solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. You should not assume that the information contained in this prospectus, any applicable prospectus supplement or any related free writing prospectus is accurate on any date subsequent to the date set forth on the front of the document or that any information we have incorporated by reference is correct on any date subsequent to the date of the document incorporated by reference (as our business, financial condition, results of operations and prospects may have changed since that date), even though this prospectus, any applicable prospectus supplement or any related free writing prospectus is delivered or securities are sold on a later date.

As permitted by SEC rules and regulations, the registration statement of which this prospectus forms a part includes additional information not contained in this prospectus. You may read the registration statement and the other reports we file with the SEC at its website or at its offices described below under “Where You Can Find More Information.”

Unless the context otherwise requires, all references in this prospectus to “CNET,” “we,” “us,” “our,” “the Company” or similar words refer to ChinaNet Online Holdings, Inc., together with our subsidiaries.

ABOUT CNET

Overview

We are a holding company that conducts our primary businesses through our PRC subsidiaries and operating entities (the “VIEs”). We primarily operate as one-stop services center for our clients on our integrated service platform, primarily including Omni-channel precision advertising and marketing system, CloudX and data analysis management system. Our Omni-channel precision advertising and marketing system, primarily consists of digital advertising and marketing portals, including internet and mobile, and our other non-digital advertising units, such as TV. We provide and monitor varieties of advertising and marketing campaigns through this service system which generates effective sales leads through the combination of the Internet, mobile, content and others, including TV and schemes. We also provide search engine marketing services through this system to maximize market exposure and effectiveness for our clients. Our data analysis management system is an information and data analysis portal for small and medium-sized enterprises (“SMEs”) or entrepreneurs who plan to start their own business, helping them achieve higher survival and faster deal closing rates. The data analysis management system is built to further expand our service and data-link to assist our clients in developing their sales both online and offline, so that the overall service platform can create a traceable looped online to offline (O2O) ecosystem for our clients in their ground sales expansion throughout the cities in the PRC.

We derive our revenue principally by:

- providing search engine marketing services to increase the sales lead conversion rate for our clients’ business promotions on both mobile and PC searches;
- selling internet advertising space on our web portals and providing related data service and other value-added services to our clients through the internet advertising management systems and platforms developed and managed by us;
- selling effective sales lead information; and
- selling advertising time slots on our television shows.

We generated total revenues of US\$57.1 million for the year ended December 31, 2018, compared to US\$46.6 million for the year ended December 31, 2017. We incurred a net loss attributable to our stockholders of US\$14.0 million for the year ended December 31, 2018, compared with a net loss attributable to our stockholders of US\$10.1 million in 2017.

In January 2018, we announced our strategic partnership with Wuxi Jingtum Network Technology (“Jingtum”), the credible blockchain ecology builder and announced the expansion into the blockchain industry and the related technology. This strategic partnership with Jingtum is focused on blockchain technology to build a credible, fair and transparent platform for business opportunities and transactions. We aim to develop credible, traceable, and highly secured blockchain applications for the large demand from the SMEs. We believe that the application of blockchain in the field of business development and marketing can help SMEs to build a new business ecosystem based on algorithmic trust. With the introduction of blockchain technology, the platform-centric services in the past will gradually shift towards decentralization, solving trust issues in business cooperation and services and enhancing user vitality and stickiness. We will also gradually shift from information services to transaction services for business opportunities to create a multi-industry cross-chain value-based internet sharing entity.

During 2018, as an initiation of our Business Opportunity Social Ecosystem, we are in the process of developing a new blockchain-powered marketing and advertising application platform. The platform aims to build a social community to facilitate various types of users, such as business owners, entrepreneurs, suppliers and customers or any individual who is interested in starting up a business, to share business opportunities and related information. This platform uses a bonus point mechanism generated on blockchain to keep track and award the users for their contributions to the platform. The bonus points can be used for future purchase or exchange in discount of our products and services. We plan to monetize the traffic on this platform in the future through providing advertising service, transaction facilitating service and/or transaction verification service when the business model is finalized.

In July 2018, BO!News, our social network-based news/media mobile application on the blockchain platform was put into preliminary trial stage and downloadable on the app store in China. As we are still in the early stages of researching and developing our blockchain-infrastructure platform, we have continued our efforts to further develop and adjust our blockchain-powered applications on the blockchain infrastructure platform, which is simultaneously developing and optimizing, to meet our overall business strategy of blockchain technology, and make it a better synergism with our current business and client base during 2019. Currently, BO!News is under major adjustments and upgrades, and thus has not been commercially available. During the trial period, BO!News has generated no revenue. We expect to migrate the underlying database of BO!News with OMG, our B2B2C blockchain-powered software application that is developed for data exchange, data recording and data proof of transactions for public trust, with both functions of CRM plus, advertising and marketing. We had originally scheduled to complete the adjustments and upgrades of the BO!News application by the end of Q1 2020, to launch the OMG application for trial by the end of May 2020, and to complete the integration of BO!News and OMG for commercial release by the end of 2020. However, due to the current outbreak of coronavirus in China, we anticipate that the releasing schedule will likely be postponed for another 1 to 2 months. An updated timeline will be further communicated with the public after it has become available. The following table summarized the material remaining development costs of these blockchain-powered application platform.

| | Total Amount | Paid in Q4 2019 | Estimated Payment Schedule | |
|--|-----------------|--------------------|-------------------------------|------------|
| | | | Q1 2020 | Q2 2020 |
| (Amounts expressed in thousands of US dollar) | | | | |
| Remaining development costs under RedRun Agreement: | 1,125 | 160 | 740 | 225 |
| Remaining development costs under Shengshi Kaida Agreement | 85 | - | 85 | - |
| Total Remaining Development Costs: | 1,210 | 160 | 825 | 225 |

Our platform will support two blockchain-powered Apps: BO!News and OMG.

The trial stage development of BO!News has been completed and in trial operations for months, and currently only the user behavior information is stored on the blockchain platform, and no revenue is generated at this point as the product itself is still under major adjustments and upgrades. No Martingale Bonus Point, or “MBP” or “reward points” in form of token has been officially issued to the public and was only issued to internal testing team for trial and error correction purposes during the trial operation.

Our users will use BO!News on account of that we publish it as an App for life and entrepreneurial social interaction app, which enables its future users an much easier access to daily news, social medias and social information associating with daily life events and entrepreneurship. In chorus, they can contribute and share their own experiences by generating their personal contents in writing, forwarding from other medias, streaming or short videos. In return, they would be rewarded with MBP in form of token, which are recorded on the blockchain for a transparent and creditable proof with a fixed value (which value is not finally determined yet). The MBP, i.e. the reward points in form of token issued by the BO!News App, are not associated with cryptocurrency and will not be listed in any crypto exchange. These reward points are also not transferrable and can only be used to exchange goods or products within our ecosystem, i.e. Business Opportunity Social Ecosystem (the “BOSE”), of ChinaNet. For example, to exchange for advertising service, or other gifts offered on the App, which will be further identified to the public when the DAU (“Daily Active User”) of BO!News App reaches sustainable level. With the anticipated sustainable level of DAU on the App, we would also be able to introduce BO!News as a new marketing channel for our existing client base, as well as acquisition of new clients, and to generate additional recurring internet advertising revenues accordingly.

OMG is developed for a larger business scope than BO!News, and is similar to an App called StorCard in Germany, but with more functions. OMG App will enable users (consumers and merchants) to integrate other stores’ reward/loyalty point cards into OMG point consolidation and exchange system built on the blockchain infrastructure platform. OMG will be also featured with its blockchain-powered CRM plus and Advertising sharing system that combines with all previous advertising technology we have developed and sourced throughout years. It will provide both consumers and merchants a very easy in-and-cross store spending experience through a combined reward card, which will help consumers managing all of their different reward/loyalty points cards in a single way. Merchants will also get benefit of using it as a marketing platform to push their advertising or promotion to their and non-competitors’ customer bases. For example: Merchant A and B are both OMG App’s participating merchants, as a result, their customers’ loyalty points databases are connected to OMG through secured API system. User X is a customer of both Merchant A and Merchant B, who wants to redeem a gift card with Merchant B’s loyalty/reward points, however, he does not have enough Merchant B’s loyalty/reward points. Through the OMG App, User X makes an offer of exchange Merchant A’s loyalty/reward points for Merchant B’s loyalty/reward points, and the OMG App matching system has found User Y, who wants to exchange Merchant B’s loyalty/reward points for Merchant A’s points for redeeming a reward gift in Merchant A. User X and Y are then acknowledged by the OMG App interactively, and then are able to exchange the loyalty/reward points for their specific needs based on their own negotiated exchange rate between Merchant A and Merchant B’s loyalty/reward points. Their transaction will be executed by the agreed terms input onto smart contract through the OMG App and recorded on the public chain for transaction authentication and verification. In addition, this transaction activity will be recorded by the OMG App, and User X and Y will also be rewarded with the loyalty points issued by OMG for conducting this transaction on OMG, which will be recorded and stored on our hyperledger blockchain in the form of token.

Hence, all the behaviors, including the merchants' reward/loyalty points exchange transaction mentioned previously, conducted both personal or business-oriented within OMG will be rewarded with points issued by the platform in form of token ("OMG reward points"). Same as the points rewarded to the users of the BO!News App, the OMG reward points issued in form of token are also not associated with cryptocurrency, and will not be listed in any crypto exchange. These reward points will grant privileges on higher sales discount, better point consumption rate, credit rating, faster matching and so forth, which rules will be finalized before our final commercial release of the OMG App, and will only be used for the business or consumption purposes within the BOSE of ChinaNet. Our final blockchain platform has been designed and is developing to adopt both hyperledger and public chains in a hybrid structure.

We anticipate to generate service revenues from our participating merchants for using our blockchain-powered OMG application. With sustainable level of DAU on this App, we also anticipate to generate additional recurring internet advertising service revenues on OMG application from our existing client base, as well as from new customers in future periods.

We have been building our blockchain infrastructure platform on Ethereum platform, and is now integrating with hyperledger solution to ensure the openness and easiness of the blockchain platform. The risks involved in our blockchain platform including but not exclusive to, the security risk, infrastructure risk, transition (blackhole) risk and so forth. As such, any malfunction, breakdown, divergence or abandonment of the Ethereum platform may have an adverse effect on the our blockchain-powered platform. As a result, we are in the process of testing and integrating with hyperledger and other public cross-chain solution, to minimize related risks and challenges.

As in our planning, we intend to issue reward points in the form of token for user interactions within our Apps and it is NOT officially implemented yet. As previously mentioned, when users of our Apps (i.e. BO!News or OMG) post and share some contents, or conduct a transaction within the App, they can get some rewards in the form of token as a proof recorded on the blockchain. The reward points will also be given to the users when their article attracts internet traffics (i.e. clicks and viewings) and interactions (i.e. messages or the click on the ads within the content). The reason of using blockchain is to improve the social credibility of activities recorded and transactions conducted. All the points received by the users are stored in the wallet of the Apps on the hyperledger chain, which is in a closed environment. If a person mobile phone got stolen and his password of the mobile phone and App got cracked, then his or her points will likely be stolen. But as these points can only be used within our BOSE ecosystem, hence it means zero value outside of this ecosystem, and if we got informed in advance, we can manage to cancel the points and reissue the points to them to prevent the owner's possible losses. Finally, as stated previously, the reward point issued in form of token is not equivalent to any cryptocurrency and will not be listed on any exchange.

Corporate Information

We were incorporated in the State of Texas in April 2006 and re-domiciled to become a Nevada corporation in October 2006. From the date of our incorporation until June 26, 2009, when we consummated a share exchange, our business development activities were primarily concentrated in web server access and company branding in hosting web based e-games.

Our wholly owned subsidiary, China Net Online Media Group Limited, was incorporated in the British Virgin Islands on August 13, 2007 (“China Net BVI”). On April 11, 2008, China Net BVI became the parent holding company of a group of companies comprised of CNET Online Technology Limited, a Hong Kong company (“China Net HK”), which established, and is the parent company of, Rise King Century Technology Development (Beijing) Co., Ltd., a wholly foreign-owned enterprise (“WFOE”) established in the People's Republic of China (“Rise King WFOE”).

Our principal executive offices are located at No. 3 Min Zhuang Road, Building 6, Yu Quan Hui Gu Tuspark, Haidian District, Beijing, PRC. Our telephone number at this address is (86 10) 51600828 and our fax number is (86 10) 88857816. For more information, see www.chinanet-online.com. We make available free of charge through our website our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The information contained in, or that can be accessed through, our website is not part of this prospectus or any prospectus supplement.

RISK FACTORS

Investing in our securities involves a high degree of risk. You should carefully consider the risk factors set forth under “Risk Factors” described in our most recent annual report on Form 10-K, as supplemented and updated by subsequent quarterly reports on Form 10-Q that we have filed with the SEC, together with all other information contained or incorporated by reference in this prospectus and any applicable prospectus supplement and in any related free writing prospectus in connection with a specific offering, before making an investment decision. Each of the risk factors could materially and adversely affect our business, operating results, financial condition and prospects, as well as the value of an investment in our securities, and the occurrence of any of these risks might cause you to lose all or part of your investment.

NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and our SEC filings that are incorporated by reference into this prospectus contain or incorporate by reference forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. All statements, other than statements of historical fact, included or incorporated by reference in this prospectus regarding our business strategy, future operations, projected financial position, potential strategic transactions, proposed distribution channels, projected sales growth, proposed new products, estimated future revenues, cash flows and profitability, projected costs, potential sources of additional capital, future prospects, future economic conditions, the future of our industry and results that might be obtained by pursuing management’s current plans and objectives are forward-looking statements. The words “believe,” “anticipate,” “estimate,” “plan,” “expect,” “intend,” “may,” “could,” “should,” “potential,” “likely,” “projects,” “continue,” “will,” and “would” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Forward-looking statements reflect our current views with respect to future events, are based on assumptions and are subject to risks and uncertainties. We cannot guarantee that we actually will achieve the plans, intentions or expectations expressed in our forward-looking statements and you should not place undue reliance on these statements. There are a number of important factors that could cause our actual results to differ materially from those indicated or implied by forward-looking statements. These important factors include those discussed under the heading “Risk Factors” contained or incorporated by reference in this prospectus and in the applicable prospectus supplement and any free writing prospectus we may authorize for use in connection with a specific offering. These factors and the other cautionary statements made in this prospectus should be read as being applicable to all related forward-looking statements whenever they appear in this prospectus. Except as required by law, we undertake no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

USE OF PROCEEDS

Except as described in any prospectus supplement and any free writing prospectus in connection with a specific offering, we currently intend to use the net proceeds from the sale of the securities offered under this prospectus to fund the growth of our business, primarily working capital, and for general corporate purposes. We may also use a portion of the net proceeds to acquire or invest in technologies, products and/or businesses that we believe will enhance the value of our Company, although we have no current commitments or agreements with respect to any such transactions as of the date of this prospectus. We have not determined the amount of net proceeds to be used specifically for the foregoing purposes. As a result, our management will have broad discretion in the allocation of the net proceeds and investors will be relying on the judgment of our management regarding the application of the proceeds of any sale of the securities. If a material part of the net proceeds is to be used to repay indebtedness, we will set forth the interest rate and maturity of such indebtedness in a prospectus supplement. Pending use of the net proceeds, we intend to invest the proceeds in investment-grade, interest-bearing securities.

DILUTION

If required, we will set forth in a prospectus supplement the following information regarding any material dilution of the equity interests of investors purchasing securities in an offering under this prospectus:

- the net tangible book value per share of our equity securities before and after the offering;
- the amount of the increase in such net tangible book value per share attributable to the cash payments made by purchasers in the offering; and
- the amount of the immediate dilution from the public offering price which will be absorbed by such purchasers.

DESCRIPTION OF COMMON STOCK AND PREFERRED STOCK

The following description of our common stock and preferred stock, together with any additional information we include in any applicable prospectus supplement or any related free writing prospectus, summarizes the material terms and provisions of our common stock and the preferred stock that we may offer under this prospectus. While the terms we have summarized below will apply generally to any future common stock or preferred stock that we may offer, we will describe the particular terms of any class or series of these securities in more detail in the applicable prospectus supplement. For the complete terms of our common stock and preferred stock, please refer to our articles of incorporation and our bylaws, as amended, that are incorporated by reference into the registration statement of which this prospectus is a part or may be incorporated by reference in this prospectus or any applicable prospectus supplement. The terms of these securities may also be affected by Nevada law. The summary below and that contained in any applicable prospectus supplement or any related free writing prospectus are qualified in their entirety by reference to our articles of incorporation and bylaws, as in effect at the time of any offering of securities under this prospectus. For information on how to obtain copies of our articles of incorporation and bylaws, see “Where You Can Find More Information.”

Common Stock

We have 50,000,000 authorized shares of common stock, \$.001 par value per share, of which 16,412,543 shares of common stock are issued and outstanding as of the date of this prospectus. Each holder of shares of common stock is entitled to one vote per share at stockholders’ meetings. Our articles of incorporation do not provide for cumulative voting for the election of directors. Holders of shares of common stock are entitled to receive, pro rata, such dividends as may be declared by the board of directors out of funds legally available therefor, and are also entitled to share, pro rata, in any other distributions to the stockholders. Upon any liquidation, dissolution or winding-up, holders of shares of common stock are entitled to share ratably in all assets remaining after payment of liabilities. Holders of shares of common stock do not have any preemptive rights or other rights to subscribe for additional shares. The outstanding shares of common stock are paid for, fully paid and non-assessable.

Securities Exchange Listing

Our common stock is listed on The Nasdaq Capital Market under the symbol “CNET.”

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Empire Stock Transfer.

Preferred Stock

As of the date of this prospectus, our articles of incorporation authorize us to issue 20,000,000 shares of preferred stock, par value \$0.001 per share, none of which is currently designated or outstanding. Pursuant to our articles of incorporation, our board of directors has the authority to provide for the issuance, in one or more series, of our authorized preferred stock and to fix or alter the rights, preferences, privileges and restrictions granted to or imposed upon any series of our preferred stock. The rights, privileges, preferences and restrictions of any such series of our preferred stock may be subordinated to, *pari passu* with (including, without limitation, inclusion in provisions with respect to liquidation and acquisition preferences, redemption or approval of matters by vote or written consent), or senior to any of those of any present or future class or series of preferred stock or common stock. The issuance of preferred stock may have the effect of decreasing the market price of our common stock and may adversely affect the voting power of holders of our common stock and reduce the likelihood that holders of our common stock will receive dividend payments and payments upon liquidation.

The particular terms of each class or series of preferred stock that we may offer under this prospectus, including redemption privileges, liquidation preferences, voting rights, dividend rights and/or conversion rights, will be more fully described in the applicable prospectus supplement relating to the preferred stock offered thereby. The rights, preferences, privileges and restrictions of any series of preferred stock that we may offer under this prospectus will be set forth in the particular articles supplementary that we would file with the State of Nevada. We will file as an exhibit to the registration statement of which this prospectus is a part, or will incorporate by reference from another report we file with the SEC, the form of any articles supplementary that describe the terms of the series of preferred stock we may offer before the issuance of the related series of preferred stock. The applicable prospectus supplement will specify the terms of the series of preferred stock we may offer, including, but not limited to:

- the distinctive designation and the maximum number of shares in the series;
- the number of shares we are offering and purchase price per share;
- the liquidation preference, if any;
- the terms on which dividends, if any, will be paid;
- the voting rights, if any, of the shares of the series;
- the terms and conditions, if any, on which the shares of the series shall be convertible into, or exchangeable for, shares of any other class or classes of capital stock;
- the terms on which the shares may be redeemed, if at all;
- any listing of the preferred stock on any securities exchange or market;
- a discussion of any material United States federal income tax considerations applicable to the preferred stock; and
- any or all other preferences, rights, restrictions, including restrictions on transferability, and qualifications of shares of the series.

The description of preferred stock above and the description of the terms of a particular series of preferred stock in any applicable prospectus supplement are not complete. You should refer to the applicable articles supplementary for complete information.

DESCRIPTION OF WARRANTS

General

We may issue warrants for the purchase of common stock or preferred stock. Warrants may be offered independently or together with common stock or preferred stock offered by any prospectus supplement and may be attached to or separate from those securities. While the terms we have summarized below will apply generally to any warrants that we may offer under this prospectus, we will describe in particular the terms of any series of warrants that we may offer in more detail in the applicable prospectus supplement and any applicable free writing prospectus. The terms of any warrants offered under a prospectus supplement may differ from the terms described below.

We will file as an exhibit to the registration statement of which this prospectus is a part, or will incorporate by reference from another report that we file with the SEC, the form of warrant and/or warrant agreement, which may include a form of warrant certificate, as applicable, that describes the terms of the particular series of warrants we may offer before the issuance of the related series of warrants. We may issue the warrants under a warrant agreement that we will enter into with a warrant agent to be selected by us. The warrant agent will act solely as our agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any registered holders of warrants or beneficial owners of warrants. The following summary of material provisions of the warrants and warrant agreements is subject to, and qualified in its entirety by reference to, all the provisions of the form of warrant and/or warrant agreement and warrant certificate applicable to a particular series of warrants. We urge you to read the applicable prospectus supplement and any related free writing prospectus, as well as the complete form of warrant and/or the warrant agreement and warrant certificate, as applicable, that contain the terms of the warrants.

The particular terms of any issue of warrants will be described in the prospectus supplement relating to the issue. Those terms may include:

- the title of such warrants;
- the aggregate number of such warrants;
- the price or prices at which such warrants will be issued;
- the currency or currencies (including composite currencies) in which the price of such warrants may be payable;
- the terms of the securities purchasable upon exercise of such warrants and the procedures and conditions relating to the exercise of such warrants;
- the price at which the securities purchasable upon exercise of such warrants may be purchased;
- the date on which the right to exercise such warrants will commence and the date on which such right shall expire;
- any provisions for adjustment of the number or amount of securities receivable upon exercise of the warrants or the exercise price of the warrants;
- if applicable, the minimum or maximum amount of such warrants that may be exercised at any one time;
- if applicable, the designation and terms of the securities with which such warrants are issued and the number of such warrants issued with each such security;
- if applicable, the date on and after which such warrants and the related securities will be separately transferable;
- information with respect to book-entry procedures, if any;
- the terms of any rights to redeem or call the warrants;
- United States federal income tax consequences of holding or exercising the warrants, if material; and
- any other terms of such warrants, including terms, procedures and limitations relating to the exchange or exercise of such warrants.

Each warrant will entitle its holder to purchase the number of shares of common stock or preferred stock at the exercise price set forth in, or calculable as set forth in, the applicable prospectus supplement. The warrants may be exercised as set forth in the prospectus supplement relating to the warrants offered. Unless we otherwise specify in the applicable prospectus supplement, warrants may be exercised at any time up to the close of business on the expiration date set forth in the prospectus supplement relating to the warrants offered thereby. After the close of business on the expiration date, unexercised warrants will become void.

We will specify the place or places where, and the manner in which, warrants may be exercised in the form of warrant, warrant agreement or warrant certificate and applicable prospectus supplement. Upon receipt of payment and the warrant or warrant certificate, as applicable, properly completed and duly executed at the corporate trust office of the warrant agent, if any, or any other office, including ours, indicated in the prospectus supplement, we will, as soon as practicable, issue and deliver the securities purchasable upon such exercise. If less than all of the warrants (or the warrants represented by such warrant certificate) are exercised, a new warrant or a new warrant certificate, as applicable, will be issued for the remaining amount of warrants. If we so indicate in the applicable prospectus supplement, holders of the warrants may surrender securities as all or part of the exercise price for warrants.

Prior to the exercise of any warrants to purchase common stock or preferred stock, holders of the warrants will not have any of the rights of holders of the common stock or preferred stock purchasable upon exercise, including the right to vote or to receive any payments of dividends or payments upon our liquidation, dissolution or winding up on the common stock or preferred stock purchasable upon exercise, if any.

Outstanding Warrants

As of the date of this prospectus, there were 774,000 warrants to purchase shares of our common stock issued and outstanding with an exercise price of \$6.60 per share.

DESCRIPTION OF UNITS

The following description, together with the additional information we may include in any applicable prospectus supplement, summarizes the material terms and provisions of the units that we may offer under this prospectus. While the terms we have summarized below will apply generally to any units that we may offer under this prospectus, we will describe the particular terms of any series of units in more detail in the applicable prospectus supplement and any related free writing prospectus. The terms of any units offered under a prospectus supplement may differ from the terms described below. However, no prospectus supplement will fundamentally change the terms that are set forth in this prospectus or offer a security that is not registered and described in this prospectus at the time of its effectiveness.

We will file as an exhibit to the registration statement of which this prospectus is a part, the form of unit agreement that describes the terms of the series of units we may offer under this prospectus, and any supplemental agreements, before the issuance of the related series of units. The following summaries of material terms and provisions of the units are subject to, and qualified in their entirety by reference to, all the provisions of the unit agreement and any supplemental agreements applicable to a particular series of units. We urge you to read the applicable prospectus supplement and any related free writing prospectus, as well as the complete unit agreement and any supplemental agreements that contain the terms of the units.

General

We may issue units comprised of shares of common stock or preferred stock and warrants in any combination. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately, at any time or at any time before a specified date.

We will describe in the applicable prospectus supplement the terms of the series of units, including, but not limited to:

- the designation and terms of the units and of the securities comprising the units, including whether and under what circumstances those securities may be held or transferred separately;
- any provisions of the governing unit agreement that differ from those described below; and
- any provisions for the issuance, payment, settlement, transfer or exchange of the units or of the securities comprising the units.

The provisions described in this section, as well as those described under “Description of Common Stock and Preferred Stock” and “Description of Warrants” will apply to each unit and to any common stock, preferred stock or warrant included in each unit, respectively.

Issuance in Series

We may issue units in such amounts and in numerous distinct series as we determine.

Enforceability of Rights by Holders of Units

We may enter into unit agreements with a unit agent. Each unit agent will act solely as our agent under the applicable unit agreement and will not assume any obligation or relationship of agency or trust with any holder of any unit. A single bank or trust company may act as unit agent for more than one series of units. A unit agent will have no duty or responsibility in case of any default by us under the applicable unit agreement or unit, including any duty or responsibility to initiate any proceedings at law or otherwise, or to make any demand upon us. Any holder of a unit may, without the consent of the related unit agent or the holder of any other unit, enforce by appropriate legal action its rights as holder under any security included in the unit.

We, the unit agents and any of their agents may treat the registered holder of any unit certificate as an absolute owner of the units evidenced by that certificate for any purpose and as the person entitled to exercise the rights attaching to the units so requested, despite any notice to the contrary.

PLAN OF DISTRIBUTION

We may sell our securities in any one or more of the following ways from time to time:

- through agents;
- to or through underwriters;
- through brokers or dealers;
- in “at the market offerings” within the meaning of Rule 415(a)(4) under the Securities Act, to or through a market maker or into an existing trading market, on an exchange or otherwise;
- directly by us to purchasers, including through a specific bidding, auction or other process; or
- through a combination of any of these methods of sale.

The applicable prospectus supplement will contain the terms of the transaction, the name or names of any underwriters, dealers, agents and the respective amounts of securities underwritten or purchased by them, the initial public offering price of the securities, and the applicable agent’s commission, dealer’s purchase price or underwriter’s discount. Any dealers and agents participating in the distribution of the securities may be deemed to be underwriters, and compensation received by them on resale of the securities may be deemed to be underwriting discounts.

Any initial offering price, dealer purchase price, discount or commission may be changed from time to time.

The securities may be distributed from time to time in one or more transactions, at negotiated prices, at a fixed price or fixed prices (that may be subject to change), at market prices prevailing at the time of sale, at various prices determined at the time of sale or at prices related to prevailing market prices.

Offers to purchase securities may be solicited directly by us or by agents designated by us from time to time. Unless otherwise indicated in the prospectus supplement, any such agent will use its commercially reasonable efforts to solicit purchases for the period of its appointment or to sell securities on a continuing basis. Agents may receive compensation in the form of commissions, discounts or concessions from us. Agents may also receive compensation from the purchasers of the securities for whom they sell as principals. Each particular agent will receive compensation in amounts negotiated in connection with the sale, which might be in excess of customary commissions. Any such agent may be deemed to be an underwriter, as that term is defined in the Securities Act, of the securities so offered and sold. Accordingly, any commission, discount or concession received by them and any profit on the resale of the securities purchased by them may be deemed to be underwriting discounts or commissions under the Securities Act. We have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their securities. As of the date of this prospectus, there are no special selling arrangements between any broker-dealer or other person and us. No period of time has been fixed within which the securities will be offered and sold.

If underwriters are utilized in the sale of any securities in respect of which this prospectus is being delivered, such securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at fixed public offering prices or at varying prices determined by the underwriters at the time of sale. Securities may be offered to the public either through underwriting syndicates represented by managing underwriters or directly by one or more underwriters. If any underwriter or underwriters are utilized in the sale of securities, unless otherwise indicated in the applicable prospectus supplement, the obligations of the underwriters are subject to certain conditions precedent, and the underwriters will be obligated to purchase all such securities if they purchase any of them.

If a dealer is utilized in the sale of the securities in respect of which this prospectus is delivered, we will sell such securities to the dealer as principal. The dealer may then resell such securities to the public at varying prices to be determined by such dealer at the time of resale. Transactions through brokers or dealers may include block trades in which brokers or dealers will attempt to sell shares as agent but may position and resell as principal to facilitate the transaction or in cross trades, in which the same broker or dealer acts as agent on both sides of the trade. Any such dealer may be deemed to be an underwriter, as such term is defined in the Securities Act, of the securities so offered and sold.

Offers to purchase securities may be solicited directly by us, and the sale thereof may be made by us, directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act with respect to any resale thereof.

Agents, underwriters and dealers may be entitled under relevant agreements with us to indemnification by us against certain liabilities, including liabilities under the Securities Act, or to contribution with respect to payments which such agents, underwriters and dealers may be required to make in respect thereof. The terms and conditions of any indemnification or contribution will be described in the applicable prospectus supplement.

Underwriters, broker-dealers or agents may receive compensation in the form of commissions, discounts or concessions from us. Underwriters, broker-dealers or agents may also receive compensation from the purchasers of shares for whom they act as agents or to whom they sell as principals, or both. Compensation as to a particular underwriter, broker-dealer or agent will be in amounts to be negotiated in connection with transactions involving shares and might be in excess of customary commissions. In effecting sales, broker-dealers engaged by us may arrange for other broker-dealers to participate in the resales.

Any securities offered other than common stock will be a new issue and, other than the common stock, which is listed on The Nasdaq Capital Market, will have no established trading market. We may elect to list any series of securities on an exchange, and in the case of the common stock, on any additional exchange, but, unless otherwise specified in the applicable prospectus supplement and/or other offering material, we shall not be obligated to do so. It is possible that one or more underwriters may make a market in a class or series of securities, but the underwriters will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of, or the trading market for, any of the securities.

Agents, underwriters and dealers may engage in transactions with, or perform services for, us or our subsidiaries in the ordinary course of business.

Any underwriter may engage in over-allotment, stabilizing transactions, short covering transactions and penalty bids in accordance with Regulation M under the Exchange Act. Over-allotment involves sales in excess of the offering size, which create a short position. Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. Short covering transactions involve purchases of the securities in the open market after the distribution is completed to cover short positions. Penalty bids permit the underwriters to reclaim a selling concession from a dealer when the securities originally sold by the dealer are purchased in a covering transaction to cover short positions. Those activities may cause the price of the securities to be higher than it would otherwise be. If commenced, the underwriters may discontinue any of the activities at any time. An underwriter may carry out these transactions on The Nasdaq Capital Market, in the over-the-counter market or otherwise.

The place and time of delivery for securities will be set forth in the accompanying prospectus supplement.

LEGAL MATTERS

The validity of the securities being offered by this prospectus will be passed upon for us by Loeb & Loeb LLP, New York, New York. If the validity of any securities is also passed upon by counsel for any underwriters, dealers or agents, that counsel will be named in the prospectus supplement relating to that specific offering.

EXPERTS

The disclosure required under this “Experts” section will be included in an amendment to the Registration Statement on Form S-3, of which this prospectus forms part.

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to “incorporate by reference” into this prospectus the information we file with the SEC. This means that we can disclose important information to you by referring you to those documents. Any statement contained in a document incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein, or in any subsequently filed document, which also is incorporated by reference herein, modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We hereby incorporate by reference into this prospectus the following documents that we have filed with the SEC under the Exchange Act (File No. 001-34647):

- the Company’s Quarterly Report on Form 10-Q for the nine months ended September 30, 2019, filed with the SEC on November 14, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on June 27, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on June 27, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on June 28, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on July 8, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on August 5, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on August 9, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on September 25, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on October 11, 2019;
- the Company’s Current Report on Form 8-K, filed with the SEC on October 28, 2019;
- the Company’s Proxy Statement Pursuant to Section 14(a) of the Exchange Act filed on April 30, 2019; and
- the Company’s Registration Statement on Form 8-A (Registration No. 001-34647) filed with the SEC on September 13, 2010, pursuant to Section 12 of the Securities Exchange Act of 1934, together with any amendments or reports filed for the purpose of updating such description.

All documents that we file with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than Current Reports on Form 8-K, or portions thereof, furnished under Item 2.02 or 7.01 of Form 8-K) (i) after the initial filing date of the registration statement of which this prospectus forms a part and prior to the effectiveness of such registration statement and (ii) after the date of this prospectus and prior to the termination of the offering shall be deemed to be incorporated by reference in this prospectus from the date of filing of the documents, unless we specifically provide otherwise. Information that we file with the SEC will automatically update and may replace information previously filed with the SEC. To the extent that any information contained in any Current Report on Form 8-K or any exhibit thereto, was or is furnished to, rather than filed with the SEC, such information or exhibit is specifically not incorporated by reference.

WHERE YOU CAN FIND MORE INFORMATION

As permitted by SEC rules, this prospectus omits certain information and exhibits that are included in the registration statement of which this prospectus forms a part. Since this prospectus may not contain all of the information that you may find important, you should review the full text of these documents. If we have filed a contract, agreement or other document as an exhibit to the registration statement of which this prospectus forms a part, you should read the exhibit for a more complete understanding of the document or matter involved. Each statement in this prospectus, including statements incorporated by reference as discussed above, regarding a contract, agreement or other document is qualified in its entirety by reference to the actual document.

We are subject to the information reporting requirements of the Exchange Act, and, in accordance with these requirements, we file annual, quarterly and current reports, proxy statements, and other information with the SEC. The SEC maintains an internet website at www.sec.gov that contains our filed reports, proxy and information statements, and other information that we file electronically with the SEC. You may inspect, read and copy the reports and other information we file with the SEC at the aforesaid SEC's website.

We will provide to each person, including any beneficial owner, to whom a prospectus is delivered, a copy of any or all of the information that has been incorporated by reference in the prospectus but not delivered with the prospectus. We will provide this information upon oral or written request, free of charge. Any requests for this information should be made by calling or sending a letter to the Secretary of the Company, c/o ChinaNet Online Holdings, Inc., at the Company's office located at No. 9 South Min Zhuang Road, Haidian District, Beijing, PRC. Our telephone number at this address is (86 10) 60846616 and our fax number is (86 10) 88857816. For more information, see our corporate website at www.chinanet-online.com.

ChinaNet Online Holdings, Inc.

\$75,000,000

**Common Stock
Preferred Stock
Warrants
Units**

PROSPECTUS

, 2020

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus or any prospectus supplement. This prospectus is not an offer of these securities in any jurisdiction where an offer and sale is not permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our common stock.

[ALTERNATE PAGE]

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

Preliminary Prospectus
Subject to Completion, Dated , 2020

CHINANET ONLINE HOLDINGS, INC.

774,000 Shares of Common Stock Underlying Warrants

This prospectus relates to the resale of up to 774,000 shares of our common stock, par value \$.001 per share, issuable upon the exercise of warrants (the “Shares”). The Shares may be sold from time to time by the Selling Stockholders named in this prospectus (“Selling Stockholders”). The Shares were acquired by the Selling Stockholders in a registered direct offering that closed on January 17, 2018.

We will not receive any of the proceeds from the sale of the Shares by the Selling Stockholders. However, to the extent that the warrants are exercised for cash, we will receive from any exercise of the warrants up to an aggregate of \$5,108,400. We intend to use any proceeds received from the exercise of the warrants for working capital and general corporate purposes. We have agreed to pay the expenses in connection with the registration of these Shares.

Our common stock is listed on the NASDAQ Capital Market under the symbol “CNET.” The last reported sale price of our common stock on February 10, 2020 was \$1.28.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD PURCHASE SHARES ONLY IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. SEE “RISK FACTORS” BEGINNING ON PAGE 3 FOR A DISCUSSION OF RISKS APPLICABLE TO US AND AN INVESTMENT IN OUR COMMON STOCK.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THESE SECURITIES, OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is , 2020

[ALTERNATE PAGE]

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the SEC, under the Securities Act of 1933, as amended, or the Securities Act registering the resale of the shares of Common Stock underlying Warrants owned by the Selling Stockholders named herein.

The registration statement includes additional information not contained in this prospectus. You may read the registration statement and the other reports we file with the SEC at its website or at its offices described below under “Where You Can Find More Information.”

Unless the context otherwise requires, all references in this prospectus to “CNET,” “we,” “us,” “our,” “the Company” or similar words refer to ChinaNet Online Holdings, Inc., together with our subsidiaries.

[ALTERNATE PAGE]

The Offering

This prospectus relates to the sale by the Selling Stockholders of up to 774,000 shares of our common stock underlying warrants.

Common stock offered by Selling Stockholders 774,000 Shares

NASDAQ Symbol CNET

Risk Factors See "Risk Factors" beginning on page ____ and other information included in this prospectus for a discussion of factors you should consider before deciding to invest in shares of our common stock.

[ALTERNATE PAGE]

Use of Proceeds

We will not receive any of the proceeds from the sale of the Shares by the Selling Stockholders. However, to the extent that the warrants are exercised for cash, we may receive up to an aggregate of \$5,108,400. We intend to use any proceeds received from the exercise of the warrants for working capital and general corporate purposes. We have agreed to pay the expenses in connection with the registration of these Shares.

SELLING STOCKHOLDERS

We are registering for resale shares of our common stock underlying outstanding warrants. We are registering the Shares to permit the Selling Stockholders to resell the Shares when and as they deem appropriate in the manner described in the “Plan of Distribution”.

The following table sets forth:

- the name of the Selling Stockholders,
- the number of shares of our common stock that the Selling Stockholders beneficially owned prior to the offering for resale of the Shares under this prospectus,
- the maximum number of shares of our common stock that may be offered for resale for the account of the Selling Stockholders under this prospectus, and
- the number and percentage of shares of our common stock to be beneficially owned by the Selling Stockholders after the offering of the Shares (assuming all of the offered Shares are sold by the Selling Stockholders).

Percentage of beneficial ownership before this offering is based on 19,629,403 shares of our common stock outstanding as of February 10, 2020. The Selling Stockholders acquired the Shares held by them in a registered direct offering that closed on January 17, 2018. The Selling Stockholders may offer for sale all or part of the Shares from time to time. The table below assumes that the Selling Stockholders will sell all of the Shares offered for sale. The Selling Stockholders are under no obligation, however, to sell any Shares pursuant to this prospectus.

None of the selling stockholders has been an officer or director of the Company or any of its predecessors or affiliates within the last three years, nor has any selling stockholder had a material relationship with the Company.

None of the selling stockholders is a broker dealer or an affiliate of a broker dealer that has any agreement or understanding to distribute any of the shares being registered.

FT Global Capital, Inc. (“FT Global”) is a registered broker dealer and a FINRA member firm and certain of its associated persons are listed as Selling Stockholders in this prospectus. FT Global served as exclusive placement agent in our registered direct offering completed in January 2018 and received, in addition to cash commissions and reimbursement of some expenses, warrants to purchase an aggregate of 129,000 shares of Common Stock with an exercise price of \$6.60 per share. FT Global assigned all of the warrants to Jian Ke. The warrants expire on January 16, 2021.

| Selling Stockholder | Beneficial Ownership Before Offering ⁽¹⁾ | | Number of Shares Offered | Beneficial Ownership After Offering | |
|---|--|------------|--------------------------------|--|------------|
| | Number | Percentage | | Number | Percentage |
| Hudson Bay Master Fund | 215,000 | 1.08% | 215,000 ⁽²⁾ | - | - |
| Intracoastal Capital, LLC | 215,000 | 1.08% | 215,000 ⁽³⁾ | - | - |
| Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B | 215,000 | 1.08% | 215,000 ⁽⁴⁾ | - | - |
| Jian Ke | 285,000 ⁽⁶⁾ | 1.44% | 129,000 ⁽⁵⁾ | 156,000 | * |

* Less than one percent.

(1) Beneficial ownership and percentage ownership are determined in accordance with the rules of the Securities and Exchange Commission. In calculating the number of shares beneficially owned and the percentage ownership of the Selling Stockholders, shares underlying warrants held by the Selling Stockholders that are either currently exercisable or exercisable within 60 days from February 10, 2020 are deemed outstanding. These shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other Selling Stockholders.

(2) Consists of 215,000 shares of common stock underlying warrants. The registered address of Hudson Bay Master Fund is 777 Third Avenue, 30th Floor, NY, NY 10071. Hudson Bay Capital Management LP, the investment manager of Hudson Bay Master Fund Ltd., has voting and investment power over these securities. Sander Gerber is the managing member of Hudson Bay Capital GP LLC, which is the general partner of Hudson Bay Capital Management LP. Each of Hudson Bay Master Fund Ltd. and Sander Gerber disclaims beneficial ownership over these securities.

(3) Consists of 215,000 shares of common stock underlying warrants. The registered address of Intracoastal Capital, LLC is 2211A Lakeside Dr. Bannockburn, IL 60015. Mitchell P. Kopin (“Mr. Kopin”) and Daniel B. Asher (“Mr. Asher”), each of whom are managers of Intracoastal Capital LLC (“Intracoastal”), have shared voting control and investment discretion over the securities reported herein that are held by Intracoastal. As a result, each of Mr. Kopin and Mr. Saher may be deemed to have beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) of the securities reported herein that are held by Intracoastal.

(4) Consists of 215,000 shares of common stock underlying warrants. The registered address of Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B is c/o Ayrton Capital LLC 222 Broadway, 19th fl., NY, NY 10038. Ayrton Capital, LLC, the investment manager to Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B, has discretionary authority to vote and dispose of the shares held by Alto Opportunity Fund, SPC – Segregated Master Portfolio B and may be deemed to be the beneficial owner of these shares. Waqas Khatri, in his capacity as Managing Member of Ayrton Capital LLC, may also be deemed to have investment discretion and voting power over the shares held by Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B. Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B and Mr. Khatri each disclaim any beneficial ownership of these shares.

(5) Consists of 129,000 shares of common stock underlying warrants. The registered address of Jian Ke is 1200 Abernathy Rd., Ste. 1700, Atlanta, GA 30328.

(6) Consists of (i) 129,000 shares of common stock underlying warrants held by Jian Ke; (ii) 64,000 shares of common stock held by Jian Ke; (iii) 52,000 shares of common stock held by Jian Ke’s spouse, Qidan Ke; and (iv) 40,000 shares of common stock owned by FirsTrust Group, Inc., a consulting company in which Jian Ke is the Chairman and Chief Executive Officer.

[ALTERNATE PAGE]

PLAN OF DISTRIBUTION

The Selling Stockholders and any of their pledgees, donees, assignees and successors-in-interest may, from time to time, sell any or all of their Shares being offered under this prospectus on any stock exchange, market or trading facility on which shares of our common stock are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Stockholders may use any one or more of the following methods when disposing of the Shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resales by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- to cover short sales made after the date that the registration statement of which this prospectus is a part is declared effective by the SEC;
- broker-dealers may agree with the Selling Stockholders to sell a specified number of such shares at a stipulated price per share;
- to or through underwriters;
- a combination of any of these methods of sale; and
- any other method permitted pursuant to applicable law.

The Shares may also be sold under Rule 144 under the Securities Act of 1933, as amended, if available for a Selling Stockholder, rather than under this prospectus. The Selling Stockholders have the sole and absolute discretion not to accept any purchase offer or make any sale of Shares if they deem the purchase price to be unsatisfactory at any particular time.

The Selling Stockholders may pledge their Shares to its brokers under the margin provisions of customer agreements. If a Selling Stockholder defaults on a margin loan, the broker may, from time to time, offer and sell the pledged Shares.

Broker-dealers engaged by the Selling Stockholders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, which commissions as to a particular broker or dealer may be in excess of customary commissions to the extent permitted by applicable law.

If sales of Shares offered under this prospectus are made to or through underwriters and broker-dealers as principals, we would be required to file a post-effective amendment to the registration statement of which this prospectus is a part. In the post-effective amendment, we would be required to disclose the names of any participating underwriters broker-dealers and the compensation arrangements relating to such sales.

The Selling Stockholders and any broker-dealers or agents that are involved in selling the Shares offered under this prospectus may be deemed to be “underwriters” within the meaning of the Securities Act in connection with these sales. Commissions received by these broker-dealers or agents and any profit on the resale of the Shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Any broker-dealers or agents that are deemed to be underwriters may not sell Shares offered under this prospectus unless and until we set forth the names of the underwriters and the material details of their underwriting arrangements in a supplement to this prospectus or, if required, in a replacement prospectus included in a post-effective amendment to the registration statement of which this prospectus is a part.

The Selling Stockholders and any other persons participating in the sale or distribution of the shares offered under this prospectus will be subject to applicable provisions of the Exchange Act, and the rules and regulations under that act, including Regulation M. These provisions may restrict activities of, and limit the timing of purchases and sales of any of the shares by, the Selling Stockholders or any other person. Furthermore, under Regulation M, persons engaged in a distribution of securities are prohibited from simultaneously engaging in market making and other activities with respect to those securities for a specified period of time prior to the commencement of such distributions, subject to specified exceptions or exemptions. All of these limitations may affect the marketability of the shares.

If any of the Shares offered for sale pursuant to this prospectus are transferred other than pursuant to a sale under this prospectus, then subsequent holders could not use this prospectus until a post-effective amendment or prospectus supplement is filed, naming such holders. We offer no assurance as to whether any of the Selling Stockholders will sell all or any portion of the Shares offered under this prospectus.

We have agreed to pay all fees and expenses we incur incident to the registration of the Shares being offered under this prospectus. However, the Selling Stockholders and purchaser is responsible for paying any discounts, commissions and similar selling expenses it incurs.

We and the Selling Stockholders have agreed to indemnify one another against certain losses, damages and liabilities arising in connection with this prospectus, including liabilities under the Securities Act.

ChinaNet Online Holdings, Inc.

PROSPECTUS

774,000 Shares of Common Stock Offered by the Selling Stockholders Named Herein

, 2020

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus or any prospectus supplement. This prospectus is not an offer of these securities in any jurisdiction where an offer and sale is not permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our common stock.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The expenses in connection with the issuance and distribution of the securities being registered are set forth in the following table (all amounts other than the registration fee are estimated):

| | Amount to be Paid |
|---|------------------------------|
| Registration fee – Securities and Exchange Commission | \$ 9,709.14* |
| Accountants' fees and expenses | ** |
| Legal fees and expenses | ** |
| Stock exchange listing fees | ** |
| Printing expenses | ** |
| Miscellaneous | ** |
| Total | \$ 9,709.14* |

* Paid previously.

** These fees and expenses are calculated based on the securities offered and the number of issuances and, accordingly, cannot be estimated at this time. They will be provided as applicable by amendment or in a filing with the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended, and incorporated herein by reference or reflected in the applicable prospectus supplement.

Item 15. Indemnification of Directors and Officers

Our officers and directors are indemnified as provided by the Nevada Revised Statutes ("NRS") and our articles of incorporation and bylaws.

Under the NRS, officer and director immunity from liability to a company or its stockholders for monetary liabilities applies automatically unless it is specifically limited by a company's articles of incorporation. The NRS provides that an officer or director will not be liable for acts or omissions unless it is proven that the officer's or director's acts or omissions constitute a breach of fiduciary duties and such breach involved intentional misconduct, fraud, or a knowing violation of law. Our articles of incorporation provide that no director shall be liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director; provided that the director's liability shall not be eliminated or limited for (i) breach of any duty of loyalty to the Company or its stockholders, (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) any transaction from which the director derived an improper personal benefit, or (iv) an act or omission occurring before the person was a director of the Company.

Our articles of incorporation and bylaws provide that we will indemnify our directors, officers, employees, and agents, to the fullest extent to the extent required by the NRS, and our bylaws provide that we shall indemnify such individuals to the extent permitted by the NRS. Our bylaws also provide that we may purchase and maintain liability insurance, or make other arrangements for such obligations or otherwise, to the extent permitted by the NRS.

The NRS permits us to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including an action by or on behalf of the Company, by reason of the fact that such person is or was a director, officer, employee, or agent of the Company, or is or was servicing at the request of the Company as a director, officer, employee, or agent of another entity, against expenses, including attorneys' fees actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit, or proceeding if such person has exercised his powers in good faith and with a view to the interests of the Company; or acted in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful.

Indemnification under the NRS may not be made for any claim, issue, or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

The NRS also provides that to the extent that a director, officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding for which the Company is permitted to provide indemnification, or in defense of any claim, issue, or matter therein, the Company is required to indemnify such person against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense.

Our articles of incorporation and the NRS require the Company to advance expenses of an officer or director as incurred in defending a civil or criminal action, suit, or proceeding upon receipt of an undertaking from the officer or director to repay the amounts advanced if it is ultimately determined by a court of competent jurisdiction that the officer or director is not entitled to such indemnification.

Item 16. Exhibits

The list of exhibits in the Exhibit Index to this registration statement is incorporated herein by reference.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b).

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Amendment No. 3 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, on February 12, 2020.

CHINANET ONLINE HOLDINGS INC.

By: /s/ Handong Cheng
Name: Handong Cheng
Title: Chairman, Chief Executive Officer and
President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons and in the capacities and on the dates indicated.

Date: February 12, 2020 /s/ Handong Cheng
Handong Cheng
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

Date: February 12, 2020 /s/ Mark Li
Mark Li
Chief Financial Officer
(Principal Accounting Officer)

Date: February 12, 2020 *
Pau Chung Ho
Director

Date: February 12, 2020 *
Chang Qiu
Director

Date: February 12, 2020 *
Zhiqing Chen
Director

Date: February 12, 2020 *
George Kai Chu
Director

By: /s/Handong Cheng
Handong Cheng
Attorney-in-fact



EXHIBIT INDEX

| Exhibit Number | Title |
|-------------------------------|--|
| 1.1* | Form of Underwriting Agreement |
| 4.1* | Form of Common Stock Certificate |
| 4.2* | Form of Preferred Stock Certificate |
| 4.3* | Certificate of designation for preferred stock |
| 4.4* | Form of Warrant Agreement and Warrant Certificate, if any |
| 4.5* | Form of Unit Agreement and Unit Certificate, if any |
| <u>5.1**</u> | <u>Opinion of Loeb & Loeb LLP as to the legality of certain securities being registered</u> |
| <u>10.1</u> | <u>English translation of the Technical Development (Commission) Contract dated as of February 28, 2018 by and among the Company, ChinaNet Online Technology Co., Ltd. and RedRun Limited</u> |
| <u>10.2</u> | <u>English translation of the Technical Development (Commission) Contract dated as of March 8, 2018 by and between Rise King Century Technology Development (Beijing) Co., Ltd. and Beijing Shengshi Kaida Technical Service Co., Ltd.</u> |
| <u>23.1**</u> | <u>Consent of Loeb & Loeb LLP (included in Exhibit 5.1)</u> |
| <u>24.1**</u> | <u>Power of Attorney (included on signature pages to the registration statement).</u> |

* To the extent applicable, to be filed by a post-effective amendment or as an exhibit to a document filed under the Securities Exchange Act, as amended, and incorporated by reference herein.

** Filed previously.

Contract No.;

Technical Development (Commission) Contract

Project name: OMG Card (B2C, O2O Whole Industry Chain Service Platform Based on Membership Consumption System)

Client (Party A1): ChinaNet Online Holdings, Inc.

Joint client (Party A2, referred to as "Party A" separately or jointly with Party A1): ChinaNet Online Technology Co., Ltd.

Assignee (Party B): REDRUN LIMITED

Term of validity: three years

Technical Development Commission Contract

Client (Party A1): ChinaNet Online Holdings, Inc.

Domicile: Nevada, USA

Legal representative: Cheng Handong

Project contact: Xing Hailong

Contract address: No. 6 Building, Yuquan Huigu, No.3, Minzhuang Road, Haidian District, Beijing

Mob: 1891 129 9680

Joint client (Party A2, referred to as "Party A" jointly with Party A1): ChinaNet Online Technology Co., Ltd.

Domicile: Taiwan

Legal representative: Zhu Kai

Project contact: Zhu Kai

Contact address: F/4, No. 1, Yuandong Road, Banqiao District, New Taipei City, Taiwan

Mob: 1352 283 1530

Assignee (Party B): REDRUN LIMITED

Domicile: Hong Kong

Legal representative: Feng Jianxin

Project contact: Feng Jianxin

Contact address: Unit 04, 7/F, Bright Way Tower, No.33 Mong Kok Road, Kowloon, HK.

Mob: 1381 180 5248

In this Contract, Party A jointly commissions Party B to research and develop OMG Card (B2C, O2O Whole Industry Chain Service Platform Based on Membership Consumption System), Party A, according to the agreement herein, pays the research and development (R&D) fund and compensation and Party B receives the commission and conducts this R&D work. Through equal consultation of all parties, on the basis of true and full expression of their respective willing, the following Agreement has been reached and shall be abided by each party in accordance with the regulations of the *Contract Law of People's Republic of China*.

Article I Requirements of the R&D project herein are as follows:

1. Big membership management function based on the blockchain technology

Big membership interaction function:

Establishing the consumption member interaction mechanism between merchants and individuals of the whole industry using blockchain technology based on tamper-proof information guarantee, such as, information resource management, advertisement information push, real-time information push, coupon push, integral assets transfer.

Big membership sharing function:

Establishing a big member system database system produced based on the distributed technology. OMG Card platform provides trusted merchants with the trust information sharing mechanism based on tamper-proof membership ranking, industry category, authority level and other conditions via the distributed database system.

Whole industry business friend circle function:

Building a whole industry business friend sociable interaction system based on the distributed database system. OMG Card platform trusted merchant members can build business friend circles between different industries to achieve the distributed sharing mechanism in different forms so as to realize diversified, trusted business channels and customer development channels.

2. One-card-management distributed account book management function

Consumption bookkeeping function:

Establishing a **one-card-management** account book management system so that the consumers can easily realize their personal financial management, bookkeeping, statistics, analysis, smart reminders, budget outlays, credit value management, etc.

Information statistics function:

Doing information statistics from the track of a series of individual demand activities including clothing, eating, living and traveling, build a distributed consumption database system, enhance the credit value of users, so that users can understand themselves and the world through data and find how to interact with the society.

Intelligent analysis and data visualization function:

Building an intelligent analysis system to make humane and living data. OMG Card platform data analysis system turns the data more visualization and humanization, and digitalizes the life in visible form.

Humanistic care functions with humanization:

Facing to the data statistic form, OMG Card platform understands the psychological activities, preference, and behavior trend of users in an intelligent manner rather than simply feedback to users, thus determining the user's emotional value and selectively feedback valuable, readily comprehensible data form.

3. Big data ad behavior targeting advertising

Location based service:

Building a big data precise analysis system, and according to the result after analysis by system, achieve the precise advertising in multiple dimensions including the classification, region, user preference, demand target, emotional trend.

Preference based service:

The final purpose of advertising and activation of the demand motivation of users is to produce purchasing deeds, build OMG Card big data system, analyze user preference, understand real needs of users, according to preference data of users, form the user consumption habit so as to achieve preference advertisement release.

4. Big data statistical analysis function

Intelligent statistics and data visualization function:

Establishing an intelligent system focusing and tracking user data, and make those behavior data become more and more valuable. OMG Card intelligent statistic system tracks the occurrence of user behaviors, records the behaviors with data (not limited to commercial deeds), so as to make data truly useful.

5. Transaction log value added

Point awarding system based on the blockchain technology:

Building an accumulated point awarding system written by blockchain technology, conduct offline consumption and online sharing, do favorable activities in membership form so as to obtain a **digital bookkeeping voucher reward** written by block chain technology. This accumulated point voucher can be consumed, transferred as valuable asset voucher.

Universal accumulated points system based on the blockchain technology:

Establishing a universal accumulated point system. The digital awarding voucher can be used **in any place where voucher trading can be accepted, transferred, and deducted for consumption, etc.**

6. Blockchain technology security function

Credit system:

Building a credit system based on the blockchain technology security function. The credit system of OMG Card not only includes the assessment system, but a series of security system of products and services, and valuable integrating system to ensure the value existence and dependability of products, services, and users.

Equipment requirements:

Ensure normal running of software program. Specific requirements are as follows:

- (1) Blockchain bottom system: the architecture should be above Centos 6.5 64-bit version
- (2) Business system: it can run on iOS 9 and Android 4.4 version and above
- (3) Account book system: browser running of Chrome 11, IE 10 version and above is supported;

Article II Party B shall submit the R&D plan to Party A within fifteen days after this Contract takes effect. The R&D plan shall include the main contents as follows:

1. Project organizational structure: it should include the introduction of position responsibilities and main members of project teams;
2. Project implementation scheme: project initiation; software development; installation, debugging, training, user trial and software redevelopment, and preliminary test of system under test environment; installation, debugging, training, system trial running and software maintenance development, and terminal test of system under trail environment;
3. After -sales service: system usage training and daily maintenance consulting.

Article III Party B shall complete the R&D according to the flowing schedule:

1. Complete the basic survey of OMG Card project before December 30, 2017; for avoidance of doubts, each party confirms that Party B has finished such basic survey on February 1, 2018;
 2. Complete the basic prototype design of OMG Card platform and application software before March 30, 2018;
 3. Basically finish the development of OMG Card platform and application software framework before October 30, 2018;
 4. Complete the internal basic test running of OMG Card system before December 31, 2018;
 5. Complete the installation testing of OMG Card system, and offer use training before June 30, 2019;
-

Article IV Party A shall provide Party B with the technical data and coordination matters as follows:

1. Technical data list: *System Design Requirement, Departmental Function Description and Organizational Structure Related to Systematic Construction, Systematic Training Plan Schedule and Software Instructions.*
2. Time and method for offering: *System Design Requirement* shall be offered within 3 working days after the signing of the contract; *Systematic Training Plan Schedule* shall be offered before the system training. The offering shall be made in written form, affixed with the official seal. Departmental Function Description and Organizational Structure Related to Systematic Construction can be offered in oral or paper materials during the investigation and study.
3. Other coordination matters: coordinate Party B in demand survey.

After the performance of this Contract is completed, the aforesaid technical data shall be processed according to the following method: Party B will place the data on file, and sign a confidential agreement and shall not disclose it.

Article V Party A shall pay the R&D fund and compensation as per the following method:

1. The total amount of R&D fund and compensation is USD (in words): Four Million, Five Hundred Thousand Only.
 2. The R&D fund and compensation will be paid to Party B by Party A in installments. The specific payment method and time is as follows:
 - (1) On condition that within 60 working days from December 30, 2017, the formal contract is signed after the first survey is finished, Party A1 shall make the down payment to Party B of the contract within 15 working days from the signing of the contract, totaling 40% of the total contract price, in USD (in words): One Million, Eighty Hundred Thousand Only.
 - (2) When the basic prototype design of OMG Card platform and application software is completed, Party A1 will make the second payment of this project to Party B within 5 working days, totaling 10% of the total contract price, in USD \$: Four Hundred and Fifty Thousand Only.
-

(3) When the general framework of OMG Card platform and application software is built, Party A1 will make the third payment of this project to Party B within 5 working days, totaling 25% of the total contract price, in USD \$: One Million, One Hundred and Twenty five Thousand Only.

(4) When the development of OMG Card platform and application software is basically completed, and internal test running is conducted in Party B, meanwhile, after the running result is communicated to and agreed by Party A, Party A1 will make the fourth payment of this project to Party B within 5 working days, totaling 20% of the total contract price, in USD (in words): Nine Hundred Thousand Only.

(5) After the installation of the system and equipment is finished in Party A, upon putting into running test, and the final test is made by Party A, qualified (the time for final test shall be agreed by Party A and Party B, but the longest period shall be no more than 3 months after the qualification of final test), Party A1 shall pay the balance of the project, namely 5% of the total contract price, in USD (in words): Two Hundred and Twenty five Thousand Only.

3. The designated collection account by Party B:

Account name: RedRun Limited

Bank of deposit: Hang Seng Bank Limited

Account No.: 390648467883

Article VI The R&D fund and compensation of this Contract will be used by Party B in a way of independent distribution, and Party A has the right to inspect the situation of R&D and usage of R&D fund by Party B in the way of supervision, without hindering the normal work of Party B.

Article VII The changes of this Contract must be negotiated by each party through consensus, and confirmed in a writing form.

Article VIII Without the agreement of Party A, Party B shall not transfer part of or all of research work of the project herein to a third party.

Article IX During the performance of this Contract, if technical difficulties occur that are hard to overcome under the existing technique condition which results in the failure of the research and development or part of it, and causes losses of one party or other parties, each party shall bear risk losses agreed as follows, which shall be settled through negotiation.

All the parties have determined that the technical risk of the project herein shall be identified with the method negotiated by all parties. The basic contents of the affirmed technical risks shall include the existence, scope, extent and loss degree of the technical risks.

The basic conditions for identification of technical risks include:

1. This contract project has enough difficulty under the existing technical level condition;
2. Party B has no failure in terms of subjectiveness and the failure of R&D has been confirmed as reasonable

In case that one party finds the existence of technical risk which might cause failure of R&D or part of R&D, it shall notify the other party within 10 days and take proper measures to reduce losses. On condition that the failure of giving notice on time or failure of taking proper measures results in the expansion of losses, the responsibility in compensation for the expanding losses shall be assumed.

Article X During the performance of this Contract, the technique as the object of R&D has been publicized by others (including publicity in the way of patent right), Party B shall notify the other party of rescinding the contract within 15 days; if the overdue notice is made and the losses of the other party are caused, the other party shall be entitled to demanding compensation for such losses.

Article XI All parties confirm that the confidentiality obligations shall be kept by them as follows:

Party A:

1. Confidentiality contents (including technical information and operation information): key techniques shall not be disclosed to a third technical company.
2. Scope of personnel involved in confidentiality: all the personnel involved
3. Confidentiality period: three years

Party B:

1. Confidentiality contents (including technical information and operation information): as for all the information, data and materials known and used (including but not limited to the confidentiality information like the computer program, product plan, flow chart, market and sales information, know-how and commercial secrets owned or provided by Party A) that belong to Party A or provided by Party A, Party B shall not spread to a third party or in the range beyond this contract for use; after the closing of this contract, Party B shall not retain the confidential information, data and materials involved in this project in any form.
2. Scope of personnel involved in confidentiality: all the personnel who engage in development.
3. Confidentiality period: three years.
4. Disclosure responsibility: bearing all the losses incurred to Party A or the losses after examination and assessment by relevant agencies accepted by Party A.

Article XII Party B shall deliver the R&D results in the following method:

1. The delivery method and amount of the R&D results: delivery by mail or delivery on site: one set of equipment and software program.
2. Delivery time and place of the R&D results: completion and submission to Party A before June 30, 2019.

Article XIII All parties confirm that the acceptance of the R&D results completed by Party B shall be conducted according to the standard and method accepted by Party A: after the installation and debugging by Party B, Party A shall be notified for arranging acceptance within 5 working days. If the products are unqualified during examination and acceptance, Party B shall be responsible for providing products that meet the quality requirement agreed herein again within the agreed period.

Article XIV Party B shall ensure that R&D results it deliver to Party A do not infringe legal rights and interests of any third party, and in case that a third party accuses Party A of technique infringement, Party B shall bear all the results incurred thereby. Any laws and rules of China shall not be breached. Otherwise, in case of Party A being penalized, Party B shall bear all the consequences arising from this.

Article XV All parties determine that the R&D results and relevant attribution of right of intellectual property generated due to the performance of this Contract shall be handled as per the method 1 as follows.

1. Party A enjoys the right to apply for a patent.

The usage and distribution method of related interests after the acquisition of patent are as follows: enjoyed by Party A.

2. They will be handled by technical secret approach. The ownership of usage and transfer right and interests arising therefrom shall be dealt with as agreed:

(1) Use right of technical secret: enjoyed by Party A

(2) Transfer right of technical secret: enjoyed by Party A

(3) Distribution method of relevant interests: enjoyed by Party A

All parties specially agree on ownership of the right of intellectual property related to this Contract as follows: the software intellectual property of a third party used in the development belongs to the third party, and the copyright of the original software of Party B used during the development still belongs to Party B. For avoidance of doubts, after paying the total contract price under this Contract, Party A shall enjoy the entire ownership and corresponding intellectual property rights of achievements involved in OMG Card under this Contract; unless otherwise agreed by the parties, the copyright, trademark right, software copyright, right to apply for a patent, patent right produced for the execution of this Contract shall be solely owned by Party A. Except as otherwise provided in this Contract, Party B shall not enjoy any right of the aforesaid achievements, and shall not voluntarily use or allow any third party to use such achievements in any form without permission.

Article XVI Party B shall not voluntarily transfer the R&D development results to a third party without permission before delivery them to Party A. Otherwise, Party B shall return all the payments made by Party A and compensate losses caused to Party A therefrom.

Article XVII The R&D personnel who complete this contract project of Party B enjoys the right to indicate the accomplisher of technical achievements and related certificates of honor, awards on relevant technical achievement documents.

Article XVIII The properties including the equipment, appliances, materials related to the R&D purchased with the R&D fund shall belong to Party B.

Article XIX All parties concerned determine that Party B shall, as requested by Party A, after delivery of the R&D achievements, provide technical guidance and training to the designated personnel of Party A or offer technical services related to the usage of such R&D results.

1. Technical service and guidance contents: use and maintenance of software and system.
2. Location and use method: Providing free training in the location provided by Party A.

Article XX All parties confirm that: if either party breaches the regulations of this Contract causing the stagnation, delay or failure of the R&D, except as specified below, and resulting in other party bearing any expense, responsibility or incurring losses, the breaching party shall compensate the performing party for the aforesaid any losses (including but not limited to the interests and attorney fee paid or lost due to breach of contract).

Meanwhile, each party further agrees and confirms that:

1. In case that Party B breaches the provisions of Article III in this Contract, it shall pay the liquidated damages to Party A, amounting to 5% of the total contract price.
2. On condition that Party A breaches the provisions of Article IV in this Contract, it shall pay liquidated damages to Party B, amounting to 5% of the total contract price.

Article XXI All parties confirm that Party A is entitled to make subsequent improvements using the R&D results provided by Party B according to the contract herein. The new technical results and the ownership of right generated with substantial or innovative technical progress characteristics shall be enjoyed by Party A or Party A's assigned party.

Approved by Party A in writing, Party B has rights to make subsequent improvements using such R&D results after completing the agreed R&D herein. The new technical results with substantial or innovative technical progress characteristics shall be owned by both Party A and Party B. The Distribution method of specifically related interests is as follows: they shall be shared by Party A and Party B together.

Article XXII Each party confirms that within the term of this Contract, Party A appoints Wu Jenfeng as Party A's project contact, and Party B assigns Party B's project contact to Lu Wenzheng. The project contact shall bear the following responsibilities:

1. The project contact of Party A is responsible for offering the system functional needs, and materials required by Party B.
2. The Party B's project contact is responsible for the reporting of development progress of the system, and coordination of relationship of all aspects.

In case either party alters the project contact, it shall timely notify the other party in writing. On condition that it fails to notify the other party and there is an impact on the performance of this contract or losses are caused, it shall bear the corresponding responsibility.

Article XXIII All parties determine that, in case that any one of the following circumstances occurs, causing unnecessary or impossible performance of the performance of this contract, one party may notify the other party to terminate this Contract.

1. Force majeure or technical risks occur.

2. If any party is influenced by the force majeure, including the war, severe flooding, flood, typhoon, earthquake, in the execution of the contract, the period for such execution shall be extended, and the extended period shall be equal to the time influenced by the accident.

3. On condition that any party couldn't fulfill the contract due to force majeure, it shall timely notify the failure of performance or the cause of failure of complete performance to the other party, and after obtaining the certificate from relevant authorities, the delay performance, partial performance or nonperformance of the contract should be permitted, and part of or all of the breach responsibility may be waived depending on the circumstance.

Article XXIV All parties confirm that the conclusion, effect, interpretation, performance and dispute settlement of this Contract shall be governed and interpreted by the law of China. The dispute arising from the execution of this Contract shall be settled through negotiation, mediation by each party, in case of failure, it shall be dealt with according to the following method one:

1. Submit to Beijing Arbitration Commission for arbitration

2. File a suit with the people's court according to law

For avoidance of doubts, all parties shall further agree and confirm that the dispute submitted to Beijing Arbitration Commission for arbitration as agreed herein shall be arbitrated in Beijing in accordance with the arbitration rules in effect of Beijing Arbitration Commission at that time. The arbitration award shall be final and binding upon all parties concerned.

Article XXV All parties confirm that the corresponding nouns and technical terms involved in this Contract and relevant Annexes, and their definitions and interpretations are as follows:

1. Service: it refers to any software development, installation, customization, trial, test, training, and other necessary services provided for normal installation and running of information system according to the requirements under the contract, which may include but not limited to the installation, debugging, training, data transfer, maintenance and technical support.

2. Period of service: it refers to three years after the entire system passes the final acceptance.

3. Contract: it refers to the agreement that has been reached and signed concerning this project construction by and among all parties, including all the documents that constitute the contract like all the attached tables and annexes.

Article XXVI Other relevant matters agreed by all parties herein are: if Party B receives the failure warning during the use of software and system by Party A, Party B shall timely response and offer the solutions within 4 hours.

Article XXVII This Contract is made in quadruplicate, each party holding two copies, with the same legal effect.

Article XXVIII This Contract shall take effect upon signing and sealing of all parties.

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Party A1 (seal):

Legal representative/authorized agent: /s/ Cheng Handong

Date: February 28, 2018

Joint client (Party A2) (seal):

Legal representative/authorized agent: /s/ Zhu Kai

Date: February 28, 2018

Party B (seal):

Legal representative/authorized agent: /s/ Feng Jianxin

Date: February 28, 2018

Contract No.:

Technical Development (Commission) Contract

Project name: Micro Innovation Information Platform System v2.0

Client (Party A): Rise King Century Technology Development (Beijing) Co., Ltd.

Assignee (Party B): Beijing Shengshi Kaida Technical Service Co., Ltd.

Place of Signing: Beijing

Term of Validity: One Year

Completion Instruction

- I. This Contract is the sample of technical development (commission) contract printed by Ministry of Science and Technology of the PRC, which can be introduced by the technical contract registration authority to the contract parties for reference and use.
 - II. This Contract applies to the technical development contract signed for R&D of new technology, new products, new technique, new materials or new variety and their systems, which are under the commissions of one party to be conducted by the other party.
 - III. In case of multiple contracting parties, the joint clients or joint assignees can be listed respectively under the “client” and “assignee” respectively (additional sheet) according to their respective roles in the contract relationship.
 - IV. Matters uncovered herein may be further agreed by the parties, and can be taken as an integral part of this Contract.
 - V. For clauses dispensing with the needs for completion agreed when the parties use this Contract, words like “none” shall be indicated in such clauses.
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Technical Development Commission Contract

Client (Party A): Rise King Century Technology Development (Beijing) Co., Ltd.
Domicile: No. 6 Building, Yuquan Huigu Park, No.3, Minzhuang Road, Haidian District, Beijing
Legal representative: Zhu Kai
Project contact: Wan Meng
Contact add.: No. 6 Building, Yuquan Huigu Park, No.3, Minzhuang Road, Haidian District, Beijing

Assignee (Party B): Beijing Shengshi Kaida Technical Service Co., Ltd.
Domicile: No.17, 1/F, Block B, No.1 Building, No.2 Yard, North Yongcheng Road, Haidian District, Beijing
Legal representative: Zhang Xian
Project contact: Zhang Xian
Contact add.: No.17, 1/F, Block B, No.1 Building, No.2 Yard, North Yongcheng Road, Haidian District, Beijing

In this Contract, Party A commissions Party B to research and develop "micro innovation" service platform, Party A pays the research and development (R&D) fund and compensation and Party B receives the commission and conducts this R&D work. Through equal consultation, on the basis of true and full expression of their respective willing, the following Agreement has been reached and shall be abided by both parties in accordance with the regulations of the *Contract Law of People's Republic of China*.

Article I Requirements of the R&D project herein are as follows:

1. Technical target: To establish an information service platform based on WeChat and APP.
2. Technical content: Establishing WeChat and APP platform to promote information transmission and guarantee broader transmission of information.
3. Equipment requirements: Ensuring smooth running and data backup of the service platform.

Article II Party B shall submit the R&D plan to Party A within fifteen days after this Contract takes effect. The R&D plan shall include the main contents as follows:

1. Project organizational structure: it should include the introduction of position responsibilities and main members of project teams;
2. Project implementation scheme: project initiation; platform development; building, debugging, training, user trial and platform redevelopment, preliminary test of system under test environment; building, debugging, training, system trial running and platform maintenance development and terminal test of system under trail environment;
3. After -sales service: system usage training and daily maintenance consulting.

Article III Party B shall complete the R&D according to the flowing schedule:

1. Complete the reformation design of basic prototype of the platform before April 30, 2018;
2. Basically complete the building and internal test of the platform before October 31, 2018;
3. Finish the improvement and training use of the platform so as to reach the normal trail standard and complete the right assignment of software before December 31, 2018.

Article IV Party A shall provide Party B with the technical data and coordination matters as follows:

1. Technical data list: *Network Structural Diagram, Website Sitemap and Page Design Requirements, Departmental Function Description and Organizational Structure Related to Systematic Construction, Systematic Training Plan Schedule and Software Instructions.*
 2. Release plan: *Network Structural Diagram* shall be offered before the system deployment; *Website Sitemap and Page Design Requirements* shall be provided within 3 working days after the provision of the website prototype by Party B; *Systematic Training Plan Schedule* shall be offered before the system training. The offering shall be made in written form, affixed with the official seal. *Departmental Function Description and Organizational Structure Related to Systematic Construction* can be offered in oral or paper materials during the investigation and study.
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3. Other coordination matters: coordinate Party B in demand survey.
After the performance of this Contract is completed, the aforesaid technical data shall be processed according to the following method: Party B will place the data on file, and sign a confidential agreement and shall not disclose it.

Article V Party A shall pay the R&D fund and compensation as per the following method:

1. The total amount of R&D fund and compensation is RMB (in words): Three Million Yuan Only.
2. The R&D fund and compensation will be paid to Party B by Party A in installments. The specific payment method and time is as follows:
 - (1) Within 10 working days upon the signing of the contract, Party A shall make a down payment of the contract, 80% of the total contract price, totaling RMB (in words): Two Million Four Hundred Thousand Yuan Only.
 - (2) After the platform and software development is basically completed, the internal test run is conducted in Party B and the run result is communicated to and agreed by Party A, Party A will make the second payment of this project to Party B within 5 working days, totaling 15% of the total contract price, in RMB (in words): Four Hundred and Fifty Thousand Yuan Only.
 - (3) After the system and equipment is installed by Party A, putting into running test, and the final test is made by Party A (the time for final test shall be agreed by Party A and Party B, but the longest time shall be no more than 3 months after the qualification of final test), Party A shall pay the balance of the project, namely 5% of the total contract price, totaling in RMB (in words): One Hundred and Fifty Thousand Yuan Only.
3. The designated collection account by Party B:
Account name: Beijing Shengshi Kaida Technical Service Co., Ltd.
Bank of deposit: Beijing Zizhuyuan Sub-branch, SPDB
Account Number: 9126 0154 7400 01719

Article VI The R&D fund and compensation of this Contract will be used by Party B in a way of independent distribution, and Party A has the right to inspect the situation of R&D and usage of R&D fund by Party B in the way of supervision, without hindering the normal work of Party B.

Article VII The changes of this Contract must be negotiated by both parties through consensus, and confirmed in a writing form. But in case of any one of the following circumstances, one party may make a request to the other party to change the right and obligation of the contract, and the other party shall reply within 3 days; it shall be deemed to be agreed without reply overdue.

Article VIII Without the consent of Party A, Party B shall not transfer part of or all of research work of the project herein to a third party.

Article IX During the performance of this Contract, if technical difficulties that are hard to overcome occur under the existing technique condition resulting in the failure of the research and development or part of it, and causing losses to one party or both parties, the two parties shall bear risk losses agreed as follows, which shall be settled through negotiation.

Both have determined that the technical risk of the project herein shall be identified by the method negotiated by both parties. The basic contents of the identified technical risks shall include the existence, scope, extent and loss degree.

The basic conditions for identification of technical risks include:

1. This contract project has enough difficulty under the existing technical level condition;
2. Party B has no failure in terms of subjectiveness and the failure of R&D has been confirmed as reasonable.

In case that one party finds the existence of technical risk which might cause failure of R&D or part of R&D, it shall notify the other party within 10 days and take proper measures to reduce losses. On condition that the failure of giving notice on time and taking proper measures results in the expansion of losses, it shall assume the responsibility in compensation for the expanding losses.

Article X During the performance of this Contract, the technique as the object of R&D has been publicized by others (including publicity in the way of patent right), Party B shall notify the other party of rescinding the contract within 15 days; if the overdue notice is made and the losses of the other party are caused, the other party shall be entitled to demanding compensation for such losses.

Article XI Both parties confirm that the confidentiality obligations shall be kept by them as follows:

Party A:

1. Confidentiality contents (including technical information and operation information): key techniques shall not be disclosed to a third technical company.
2. Scope of personnel involved in confidentiality: all the personnel involved
3. Confidentiality period: three years

Party B:

1. Confidentiality contents (including technical information and operation information): as for all the information, data and materials learnt and used that belong to Party A, Party B shall not spread to a third party or in the range beyond this contract for use; after the closing of this contract, Party B shall not retain the confidential information, data and materials involved in this project in any form.
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2. Scope of personnel involved in confidentiality: all the personnel who engage in development.
3. Confidentiality period: three years
4. Disclosure responsibility: bearing the losses after examination and assessment.

Article XII Party B shall deliver the R&D results in the following method:

1. The delivery method and amount of the R&D results: delivery by mail or delivery on site: one set of equipment and software program.
2. Delivery time and place of the R&D results: completion and submission to Party A before December 31, 2018.

Article XIII Both parties confirm that the acceptance of the R&D results completed by Party B shall be conducted according to the following standard and method: after the installation and debugging by Party B, Party A shall be notified for arranging acceptance within 5 working days. If the products are unqualified during examination and acceptance, Party B shall be responsible for providing products that meet the quality requirement agreed herein again within the agreed period.

Article XIV Party B shall ensure that R&D results it deliver to Party A do not infringe legal rights and interests of any third party, and in case that a third party accuses Party A of technique infringement, Party B shall bear all the results incurred thereby. Any laws and rules of China shall not be breached. Otherwise, in case of Party A being penalized thereby, Party B shall bear all the consequences arising from this.

Article XV Both parties determine that the R&D results and relevant attribution of right of intellectual property generated due to the performance of this Contract shall be handled as per the method 1 as follows.

1. Party A enjoys the right to apply for a patent.

The usage and distribution method of related interests after the acquisition of patent are as follows: enjoyed by Party A.

2. They will handled by technical secret approach. The ownership of usage and transfer right belonging and interests arising therefrom shall be dealt with as agreed:
 - (1) Use right of technical secret: enjoyed by Party A
 - (2) Transfer right of technical secret: enjoyed by Party A
 - (3) Distribution method of relevant interests: enjoyed by Party A

Both parties specially agree on the right belonging of intellectual property related to this Contract as follows: the software intellectual property of a third party used in the development belongs to the third party, and the copyright of the original software of Party B used in the development still belongs to Party B.

Article XVI Party B shall not voluntarily transfer the R&D development results to a third party without permission before delivery them to Party A. Otherwise, Party B shall return all the payments made by Party A and compensate losses caused to Party A therefrom.

Article XVII The R&D personnel who complete this contract project of Party B enjoys the right to indicate the accomplisher of technical achievements and related certificates of honor, awards on relevant technical achievement documents.

Article XVIII The properties including the equipment, appliances, materials related to the R&D purchased with the R&D fund belong to Party B.

Article XIX Both parties determine that Party B shall, as requested by Party B, after delivery of the R&D achievements, provide technical guidance and training to the designated personnel of Party A or offer technical services related to the usage of such R&D results.

1. Technical service and guidance contents: use and maintenance of software, system.
2. Location and use method: Providing free training in the location provided by Party A.

Article XX The two parties determine that: if either party breaches the regulations of this Contract causing the stagnation, delay or failure of the R&D shall bear the breach responsibility according to the following agreement:

1. In case that Party B breaches the provisions of Article III in this Contract, it shall pay the liquidated damages to Party A, amounting to 5% of the total contract price.
2. On condition that Party A breaches the provisions of Article IV in this Contract, it shall pay the liquidated damages to Party B, amounting to 5% of the total contract price.

Article XXI Both parties confirm that Party A is entitled to make subsequent improvements using the R&D results provided by Party B according to the contract herein. The new technical results and the ownership of right with substantial or innovative technical progress characteristics shall be enjoyed by Party A.

Approved by Party A in writing, Party B has rights to make subsequent improvements using such R&D results after completing the agreed R&D herein. The new technical results with substantial or innovative technical progress characteristics shall be owned by both Party A and Party B.

The distribution method of specifically related interests is as follows: shared by Party A and Party B together.

Article XXII The two parties confirm that within the term of this Contract, Party A appoints Wu Zhenfeng as Party A's project contact, and Party B assigns Lu Wenzheng as Party B's project contact. The project contact shall bear the following responsibilities:

1. The project contact of Party A is responsible for offering the system functional needs, and materials required by Party B.
2. The Party B's project contact is responsible for the reporting of development progress of the system, and coordination of relationship of all aspects.

In case either party alters the project contact, it shall timely notify the other party in writing. On condition that it fails to notify the other party and there is an impact on the performance of this contract or losses are casued, it shall bear the corresponding responsibility.

Article XXIII Both parties determine that, in case that any one of the following circumstances occurs, causing unnecessary or impossible performance of the performance of this contract, one party may notify the other party to terminate this Contract.

1. Force majeure or technical risks occur.
2. If either party is influenced by the force majeure including the war, severe flooding, flood, typhoon, earthquake, in the execution of the contract, the period for such execution shall be extended, and the extended period shall be equal to the time influenced by the accident.
3. On condition that either party couldn't fulfill the contract due to force majeure, it shall timely notify the failure of performance or the cause of failure of complete performance to the other party, and after obtaining the certificate from relevant authorities, the delay performance, partial performance or nonperformance of the contract should be permitted, and partial of or all of the breach responsibility may be waived depending on the circumstance.

Article XXIV The dispute arising from the execution of this Contract shall be settled through negotiation, mediation, in case of failure, it shall be dealt with according to the following method one:

1. Submit to Beijing Arbitration Commission for arbitration
2. File a suit with the people's court according to law

Article XXV Both parties confirm that the corresponding nouns and technical terms involved in this Contract and relevant Annexes, and their definitions and interpretations are as follows:

1. Service: it refers to any software development, installation, customization, trail, test, training, and other necessary services provided for normal installation and running of information system according to the requirements under the contract, which may include but not limited to the installation, debugging, training, data transfer, maintenance and technical support.
 2. Period of service: it refers to three years after the entire system passes the final acceptance.
 3. Contract: it refers to the agreement that has been reached and signed concerning this project construction by and between Party A and Party B, including all the documents that constitute the contract like all the attached tables and annexes.
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Article XXVI Other relevant matters agreed by both parties herein are: if Party B receives the failure warning during the use of software and system by Party A, Party B shall timely response and offer the solutions within 4 hours.

Article XXVII This Contract is made in quadruplicate, each party holding two copies, with the same legal effect.

Article XXVIII This Contract shall take effect upon signing and sealing of both parties.

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Party A (seal): Rise King Century Technology Development (Beijing) Co., Ltd.
Legal representative/authorized agent: /s/ Wan Meng
Date: March 8, 2018

Party B (seal): Beijing Shengshi Kaida Technical Service Co., Ltd.
Legal representative/authorized agent: /s/ Zhang Xian
Date: March 8, 2018
