

Securities and Exchange Commission  
100 F. Street, N.E.  
Washington, D.C. 20549

Date: March 30, 2022

Dear Sir / Madam,

Enclosed are three (3 copies) of the Notice of Proposed Sale of Securities on Form 144 relating to the proposed sale of 91,623 shares of the ADRs (Common Stock) of **360 DigiTech, Inc.** as declared by **Smart Defender Limited.**

Yours faithfully,  
For and on behalf of  
The Core Securities Company Limited



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Authorized Person

Encl  
Seller Representation Letter  
Form 144

In connection with the proposed sale by me of 91,623 shares of American Depositary Receipt (ADRs) of 360 DigiTech, Inc. ("the Company"), pursuant to Rule 144 of the Securities Act of 1933, I hereby represent to you that:

1. I have not made, and will not make, any payment in connection with the execution of the above order to any persons other than The Core Securities Company Limited.
2. I have not solicited or arranged for the solicitation of orders to buy in anticipation of or in connection with this transaction.
3. I have sold Zero shares of the Company within the preceding three (3) months and I have no sale orders open with any broker, and will not place any pending execution or cancellation of this order.
4. To the best of my knowledge, members of my immediate family and others with whom I am acting in concert or whose sales are required to be aggregated with sales by me pursuant to Rule 144 have sold Zero shares of the Company stock within the preceding three (3) months.
5. In the event that any or all of the securities I am selling are restricted securities as defined in paragraph (a)(3) of Rule 144, I warrant that I have beneficially owned these securities for a period of at least one(1) year as computed in accordance with paragraph(d) of Rule 144.
6. In the event that any or all of the securities I am selling are restricted securities as defined in paragraph (a)(3) of Rule 144, I am aware that payment of the proceeds of the sale is subject to the shares being transferred and delivered free of restriction into Interactive Broker's name and that the transfer of the shares may be delayed if the certificate(s) bear a restrictive legend. I hereby indemnify Interactive Broker's for any loss it may incur as a result of any such delay.
7. Enclosed is an executed copy of Form 144, three copies of which were transmitted to the Securities and Exchange Commission and (where applicable) one copy of which has been sent to the NASDAQ Stock Exchange on 30 March 2022 (I understand that no form need to be filed if the amount of securities to be sold during any three (3) month period does not exceed 5,000 shares and the aggregate sale price does not exceed \$50,000)

I am familiar with Rule 144 under the Securities Act of 1933, as amended, and agree that you may rely upon the above statements in executing the order referred to above.

**Smart Defender Limited**

  
.....  
Signature of Affiliate Authorised Signature(s)

30 March 2022

Date

Smart Defender Limited

6F., 396, Sec. 1,

Keelung Road,

Taipei 11051, Taiwan

Name and Address of Affiliate

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

FORM 144

NOTICE OF PROPOSED SALE OF SECURITIES  
PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933

**ATTENTION:** *Transmit for filing 3 copies of this form concurrently with either placing an order with a broker to execute sale or executing a sale directly with a market maker.*

OMB APPROVAL OMB Number: 3235-0101 Expires: July 31, 2023 Estimated average burden hours per response ..... 1.00	
SEC USE ONLY DOCUMENT SEQUENCE NO.	
CUSIP NUMBER	
WORK LOCATION	
1 (a) NAME OF ISSUER (Please type or print) <b>360 Digitech, Inc.</b>	
1 (d) ADDRESS OF ISSUER Lujiazui Finance Plaza, 7th Floor No. 1217 Dongfang Road Pudong New Area, Shanghai 200122, China	
2 (a) NAME OF PERSON FOR WHOSE ACCOUNT THE SECURITIES ARE TO BE SOLD <b>Smart Defender Limited</b>	
1 (b) IRS IDENT. NO.	
(c) S.E.C. FILE NO.	
ZIP CODE	
STREET CITY STATE	
RELATIONSHIP TO ISSUER	
(c) ADDRESS STREET CITY STATE ZIP CODE	

**INSTRUCTION:** *The person filing this notice should contact the issuer to obtain the I.R.S. Identification Number and the S.E.C. File Number.*

3 (a) Title of the Class of Securities To Be Sold	(b) Name and Address of Each Broker Through Whom the Securities are to be Offered or Each Market Maker who is Acquiring the Securities	SEC USE ONLY		(c) Number of Shares or Other Units To Be Sold <i>(See instr. 3(c))</i>	(d) Aggregate Market Value <i>(See instr. 3(d))</i>	(e) Number of Shares or Other Units Outstanding <i>(See instr. 3(e))</i>	(f) Approximate Date of Sale <i>(See instr. 3(f))</i> (MO. DAY YR.)	(g) Name of Each Securities Exchange <i>(See instr. 3(g))</i>
		Broker-Dealer File Number						
ADSs (representing ordinary shares)	The Core Securities Company Limited 28/F, 33 Des Voeux Road Central, Central, Hong Kong			91,623 ADS 10b5 Plan	USD 1,539,266	132.32 M	1 April 2022 to 30 June 2022	Nasdaq

**INSTRUCTIONS:**

- Name of issuer
  - Issuer's I.R.S. Identification Number
  - Issuer's S.E.C. file number, if any
  - Issuer's address, including zip code
  - Issuer's telephone number, including area code
- Name of person for whose account the securities are to be sold
  - Such person's relationship to the issuer (e.g., officer, director, 10% stockholder, or member of immediate family of any of the foregoing)
  - Such person's address, including zip code
- Title of the class of securities to be sold
  - Name and address of each broker through whom the securities are intended to be sold
  - Number of shares or other units to be sold (if debt securities, give the aggregate face amount)
  - Aggregate market value of the securities to be sold as of a specified date within 10 days prior to the filing of this notice
  - Number of shares or other units of the class outstanding, or if debt securities the face amount thereof outstanding, as shown by the most recent report or statement published by the issuer
  - Approximate date on which the securities are to be sold
  - Name of each securities exchange, if any, on which the securities are intended to be sold

**Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**



TABLE I — SECURITIES TO BE SOLD

Furnish the following information with respect to the acquisition of the securities to be sold and with respect to the payment of all or any part of the purchase price or other consideration therefor:

Title of the Class	Date you Acquired	Nature of Acquisition Transaction	Name of Person from Whom Acquired (If gift, also give date donor acquired)	Amount of Securities Acquired	Date of Payment	Nature of Payment
Class A ordinary shares	30 June 2022 to 27 January 2022	Investment	360 DigiTech, Inc.	91,623 ADS 1 ADS represents 2 class A ordinary shares	30 June 2022 to 27 January 2022	Investment cost

INSTRUCTIONS:

If the securities were purchased and full payment therefor was not made in cash at the time of purchase, explain in the table or in a note thereto the nature of the consideration given. If the consideration consisted of any note or other obligation, or if payment was made in installments describe the arrangement and state when the note or other obligation was discharged in full or the last instalment paid.

TABLE II — SECURITIES SOLD DURING THE PAST 3 MONTHS

Furnish the following information as to all securities of the issuer sold during the past 3 months by the person for whose account the securities are to be sold.

Name and Address of Seller	Title of Securities Sold	Date of Sale	Amount of Securities Sold	Gross Proceeds
Smart Defender Limited 6/F., 396 Sec. 1, Keelung Road, Taipei City 11051, Taiwan	360 DigiTech, Inc.	N/A	N/A	N/A

REMARKS:

INSTRUCTIONS:

See the definition of "person" in paragraph (a) of Rule 144. Information is to be given not only as to the person for whose account the securities are to be sold but also as to all other persons included in that definition. In addition, information shall be given as to sales by all persons whose sales are required by paragraph (c) of Rule 144 to be aggregated with sales for the account of the person filing this notice.

ATTENTION: The person for whose account the securities to which this notice relates are to be sold hereby represents by signing this notice that he does not know any material adverse information in regard to the current and prospective operations of the issuer of the securities to be sold which has not been publicly disclosed. If such person has adopted the "Smart Defender Limited" giving instructions to satisfy Rule 10b5-1 under the Exchange Act, by signing the form and indicating the date that the plan was adopted or the instruction given, that person makes such representation as of the plan adoption or instruction date.

DATE OF NOTICE

DATE OF PLAN ADOPTION OR GIVING OF INSTRUCTION,  
IF RELYING ON RULE 10b5-1

The notice shall be signed by the person for whose account the securities are to be sold. At least one copy of the notice shall be manually signed. Any copies not manually signed shall bear typed or printed signatures.

(Signature)

ATTENTION: Intentional misstatements or omission of facts constitute Federal Criminal Violations (See 18 U.S.C. 1001)

Issuer Name:  
Client Name:  
Symbol:  
Start Date: 1 April 2022  
End Date: 30 June 2023

### Rule 10b5-1 Sales Plan and Client Representations

I, Smart Defender Limited, as of the date of the last signature below, establish this Sales Plan ("Plan") in order to sell shares of the American Depositary Receipts (ADRs) and/or common stock ("Shares") of 360 DigiTech Inc. ("Issuer") pursuant to the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended ("Exchange Act"). I request that The Core Securities Co., Ltd. ("The Core Securities") execute the Plan as follows:

#### 1. Sales Instructions for Sales Starting on 1 April 2022 and ending on 30 June 2023

1.1 For securities other than employee stock options, you are authorized to execute the transactions indicated by the checked box below:

☐ Sell XXX of Shares every trading day, provided the price per share is at or above \$XX on the principal exchange or market on which the Shares are traded ("Exchange").

☒ Sell Shares pursuant to the following table:

<u>Start Date</u>	<u>End Date</u>	<u>Sale Price</u> <u>"Limit" or "Market"</u>	<u>Share Quantity</u>
1 April 2022	30 June 2023	Limit \$30	51,623
1 April 2022	30 June 2023	Limit \$35	20,000
1 April 2022	30 June 2023	Limit \$40	20,000
<b>Total</b>			91,623

[ ]

#### Implement Carryforward provision. (Optional)

Under this provision, any Shares not sold as specified above because the parameters (e.g., specified sale price) under the Plan were not met, will carry forward to future N/A [time periods] until sold.

1.2 For employee stock options, you are authorized to exercise my options and execute the transactions in respect of the underlying Shares indicated by the checked box below:

☐ Exercise N/A stock options and sell the underlying Shares every N/A, provided the price per underlying Share is at or above \$ N/A on the Exchange.

☐ Exercise stock options pursuant to the following table:

Issuer Name:  
 Client Name:  
 Symbol:  
 Start Date: 1 April 2022  
 End Date: 30 June 2023

<u>Start Date</u>	<u>End Date</u>	<u>Grant Date</u>	<u>Exercise Price</u>	<u>Sale Price - "Limit" or "Market"</u>	<u>Number of Options to be exercised and underlying ADRs to be sold under the Plan</u>
<u>N/A</u>	<u>N/A</u>				
<u>N/A</u>	<u>N/A</u>				
<u>N/A</u>	<u>N/A</u>				
<u>N/A</u>	<u>N/A</u>				
<b>Total</b>					

☐ **Implement Carry forward provision.**

Under this provision, any options not exercised and underlying Shares not sold as specified above because the parameters (e.g., specified sale price) under the Plan were not met, will carry forward to future N/A [time periods] until the options are exercised and the underlying Shares are sold.

For purposes of this section 1.2:

- The Core Securities will not exercise any stock option unless its exercise price is less than the market price of the underlying Shares.
- The Core Securities first will exercise those stock options *{select one}*:
  - ☐ with the earliest expiration date,
  - ☐ with the lowest exercise price, or
  - ☐ as indicated in the above table.
- To the extent that the exercise price and any withholding tax relating to the exercise of a stock option and sale of the underlying Shares under this plan are to be paid from the proceeds of such exercise and sale, The Core Securities will deduct from the proceeds of each stock option exercised and the underlying Shares sold the sum of the exercise price and any withholding tax. The resulting amount will be then remitted to the Issuer.
- After remitting payment to the Issuer for the applicable exercise price and withholding tax pursuant to 1.2.3, *supra*, any commissions and/or fees due and payable to The Core Securities shall be deducted from the proceeds of such exercise and sale and paid to The Core Securities.
- Check which of the following apply:
  - ☐ The Issuer of the Shares has executed a servicing agreement with The



**Issuer Name:**

**Client Name:**

**Symbol:**

**Start Date:** 1 April 2022

**End Date:** 30 June 2023

Core Securities for stock option services for the Issuer and its optionees.

- ☐ The Issuer of the Shares has not executed a servicing agreement with The Core Securities for stock option services for the Issuer and its optionees and therefore I hereby agree to and authorize the following:

In connection with the exercise of my employee stock options under the Plan I authorize and instruct the Issuer to register or cause its agent(s) to register, the Shares to be issued upon the exercise of my stock option(s) in the name of The Core Securities (or its designated nominee), which is my agent and nominee (or in the event that is not permissible, in my name).

I also authorize and instruct the Issuer to deliver, or cause its agent(s) to deliver within three business days, the Shares issued pursuant to the stock option exercise to The Core Securities in exchange for funds from The Core Securities representing the exercise price (plus any applicable taxes).

I cannot revoke or rescind this authorization and instruction under any circumstance while the Plan is in effect. I hereby grant a security interest to The Core Securities in the Shares to be issued pursuant to the exercise of my employee stock option(s). This security interest will not terminate even if the securities are delivered to me contrary to these instructions.

If I am selling all or some of the Shares to be issued pursuant to the exercise of my employee stock option, I agree that I am responsible for any and all dividends, rights or payments of any kind that are or may become payable to any purchaser of the Shares prior to the registration of the Shares in the name of The Core Securities and, if I am holding all or some of these Shares, I agree that I shall not be entitled to such dividends, rights or payments prior to the issuance of the Shares. I agree to pay or deliver to The Core Securities upon demand, any and all funds, securities, dividends or distributions due to it, if, for any reason, the Shares to be issued pursuant to the exercise of my employee stock option are not promptly delivered to The Core Securities.

Issuer Name:  
Client Name:  
Symbol:  
Start Date: 1 April 2022  
End Date: 30 June 2023

## **2. Execution, Average Pricing and Pro Rata Allocation of Sales**

I agree and acknowledge that:

**2.1** If my order to sell Shares pursuant to the Plan, whether market or limit, is handled by a The Core Securities trading desk, my order shall be handled as “not held”. A “not held” or “working order” permits a The Core Securities trader to use reasonable brokerage judgment, exercising price and time discretion, as to when to execute the order. This provision shall only apply to orders handled by a The Core Securities trading desk.

**2.2** The Core Securities may execute my order: (a) in a single transaction or multiple transactions during the course of the trading day, or (b) it may aggregate my order with other orders for other sellers of the Issuer’s securities that may or may not have been accepted pursuant to a Rule 10b5-1 sales plan, execute them as a block or in multiple smaller transactions, and allocate an average price to each seller.

**2.3** When orders are aggregated, The Core Securities shall allocate the proceeds of shares sold pro rata among the sellers, based on the ratio of (x) the shares to be sold and (y) the sum of the proceeds of all shares sold, and The Core Securities will provide each seller an “average price confirmation” that identifies the amount of securities sold for the applicable seller together with an average price for sales.

## **3. Stock Splits/Reincorporation/Reorganizations**

**3.1** In the event of a stock split or reverse stock split, the quantity and price at which the Shares are to be sold will be adjusted proportionately.

**3.2** In the event of a stock dividend or spin-off, the quantity and price at which the Shares are to be sold will be adjusted as instructed by the Issuer. Any adjustment shall only become effective upon receipt by The Core Securities of written notice from Issuer as to the occurrence of the dividend or spin-off, as well as specific instructions as to the adjustment to the quantity and price at which Shares are to be sold.

**3.3** In the event of a reincorporation or other corporate reorganization resulting in an automatic share-for-share exchange of new shares of the Issuer for the Shares subject to the Plan, then the new shares will automatically replace the Shares originally specified in the Plan.

## **4. Account Credit**

In the event any scheduled sale of Shares or exercise of stock options and sale of the underlying Shares is not executed as provided for in Section 1 (or Section 7, if applicable)



**Issuer Name:**  
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**Symbol:**  
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of the Plan, upon The Core Securities' knowledge of such event, The Core Securities shall exercise stock options (if applicable) and sell Shares that should have been sold as soon as reasonably practicable, and will credit my account as if such sale had been executed as instructed in Section 1 (or Section 7, if applicable).

**5. Compliance with Rule 144 and Rule 145**

**5.1** I understand and agree that if I am an affiliate or control person for purposes of Rule 144 under the Securities Act of 1933, as amended ("Securities Act"), or if the Shares subject to the Plan are restricted securities subject to limitations under Rule 144 or eligible for resale under Rule 145, then all sales of Shares under the Plan will be made in accordance with the applicable provisions of Rule 144.

**5.2** I authorize The Core Securities to complete and file on my behalf any Forms 144 (pre-signed by me) necessary to affect sales under the Plan.

**5.3** If appropriate, I understand and agree that, upon my prompt signature and delivery to The Core Securities of Form 144, The Core Securities will either: (a) make one Form 144 filing at the beginning of each three-month period commencing with the date of the first sale made in connection with the Plan or (b) file Form 144 for each sale made in connection with the Plan.

**5.4** A Form 144 shall be filed for all applicable sales pursuant to this Plan and shall indicate that the sales are made pursuant to this Plan.

**5.5** The Core Securities will conduct sales pursuant to Rule 144 or Rule 145 if appropriate, including applying Rule 144 volume limitations as if the sales under the Plan were the only sales subject to the volume limitations.

**5.6** I agree not to take any action or to cause any other person or entity to take any action that would require me to aggregate sales of Shares pursuant to Rule 144; and not to take any action that would cause the sales of Shares under the Plan not to comply with Rule 144 or Rule 145.

**6. Representations, Warranties and Covenants**

In consideration of The Core Securities accepting orders to sell securities under this Plan, I make the following representations, warranties and covenants:

**6.1** I have established the Plan in good faith, in compliance with the requirements of Rule 10b5-1, and at a time when I was not aware of material nonpublic information about the Shares or the Issuer.

**Issuer Name:**  
**Client Name:**  
**Symbol:**  
**Start Date:** 1 April 2022  
**End Date:** 30 June 2023

**6.2** I have consulted with legal counsel and other advisors in connection with my decision to enter into the Plan and have confirmed that the Plan meets the criteria set forth in Rule 10b5-1. I have not received or relied on any representations by The Core Securities regarding the Plan's compliance with Rule 10b5-1.

**6.3** I have provided, or caused the Issuer to provide, The Core Securities with a certificate completed by the Issuer, substantially in the form of Annex A hereto ("Issuer Certificate").

**6.4** I own all Shares that are subject to the Plan free and clear of liens or encumbrances of any kind, and/or I will own all such Shares free and clear of liens or encumbrances of any kind at the time of their Sale as provided for in this Plan. I will own any Shares acquired under employee stock options exercised pursuant to the Plan free and clear of liens or encumbrances, except for any liens or encumbrances in favor of The Core Securities. There are no restrictions imposed on me, the Shares or the Issuer that would prevent The Core Securities or me from complying with the Plan.

**6.5** While the Plan is in effect, except as provided in the Plan, I will not engage in offsetting or hedging transactions in violation of Rule 10b5-1; and I will notify The Core Securities in advance of any sales or purchases of, or derivative transactions on, any of the Issuer's securities initiated by me.

**6.6** While the Plan is in effect, I will not disclose to any employee of The Core Securities, including my Private Wealth Advisor or Financial Advisor, any material nonpublic information concerning the Shares or the Issuer.

**6.7** While the Plan is in effect, I will not attempt to exercise any influence over how, when or whether to effect sales of Shares.

**6.8** The Plan does not violate the Issuer's insider trading policies.

**6.9** I agree to make or cause to be made all filings required under the Securities Act and/or the Exchange Act, including under Rule 144, Section 13 and Section 16 of the Exchange Act, and any other filings necessary.

**6.10** As to delivery requirements:

1. For securities other than stock options, prior to the date of execution of any sales specified under the Plan, I agree to have delivered into the custody of The Core Securities the total amount of the Shares that may be sold pursuant to the Plan, together with all transfer documents and other authorizations required for The Core Securities to effect settlement of sales of such Shares on my behalf.

**Issuer Name:**

**Client Name:**

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2. For employee stock options, the number of options granted to me by the Issuer that are vested, exercisable and registered is equal to or greater than the number of options to be exercised and the underlying Shares to be sold under the Plan. I agree to provide to The Core Securities all necessary documentation, properly executed, to affect the timely exercise of the stock options and the subsequent sale and settlement of the Shares.
3. I agree that The Core Securities' obligation to execute sales under the Plan is conditioned on the satisfaction of the foregoing delivery requirements.

**6.11** I agree to inform The Core Securities as soon as possible of any of the following:

1. any subsequent restrictions imposed on me due to changes in the securities (or other) laws or of any contractual restrictions imposed on the Issuer that would prevent The Core Securities or me from complying with the Plan, and
2. the occurrence of any event as set forth in the Plan that would cause the Plan to be suspended or terminated under Section 7 or Section 8 of the Plan, respectively.

## **7. Suspension**

**7.1** Sales pursuant to Section 1 above shall be suspended where:

1. trading of the Shares on the Exchange is suspended for any reason;
2. there is insufficient demand for any or all of the Shares at or above the specified price (e.g., the specified price met but all Shares could not be sold at or above the specified price);
3. The Core Securities, in its sole discretion, determines that there is a legal, regulatory or contractual reason why it cannot affect a sale of Shares;
4. The Core Securities is notified in writing by the Issuer that a sale of Shares should not be effected due to legal, regulatory or contractual restrictions applicable to the Issuer or to me (including without limitation, Regulation M);
5. The Core Securities is notified in writing by the Issuer that (i) in the case of Shares being sold pursuant to a registration statement filed under the Securities Act, the registration statement has terminated, been suspended, expired or is otherwise unavailable; or (ii) a public announcement of a public offering of securities by the Issuer has been made.

**7.2** The Core Securities will resume sales in accordance with the Plan as promptly as



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practicable after (a) The Core Securities receives notice in writing from the Issuer that it may resume sales in accordance with Section 1 of the Plan in the case of the occurrence of an Event described in 7.1.4 or 7.1.5 above; or (b) The Core Securities determines, in its sole discretion, that it may resume sales in accordance with the Plan in the case of the occurrence of an Event described in 7.1.1, 7.1.2 or 7.1.3 above.

**7.3** Shares allocated under the Plan for sale during a period that has elapsed due to a suspension under this Section will be carried forward to be sold with the next amount of shares to be sold in accordance with Section 1 of the Plan. In the event Section 1 of the Plan provides for an amount of Shares to be sold during a given period pursuant to a limit order, Shares that would otherwise be permitted to be sold during that period, shall, upon lapse of the suspension, nonetheless be carried forward to be sold with the next amount of Shares to be sold in accordance with Section 1 of the Plan.

**7.4** The Core Securities is released from all liability in connection with any suspension of sales, including, but not limited to, liability for the expiration of stock options or loss of market value.

## **8. Termination**

The Plan shall terminate on the earliest to occur of the following:

**8.1** the termination date listed above;

**8.2** the completion of all sales contemplated in Section 1 of the Plan;

**8.3** my or The Core Securities' reasonable determination that: (a) the Plan does not comply with Rule 10b5-1 or other applicable securities laws; (b) I have not complied with the Plan, Rule 10b5-1 or other applicable securities laws; or (c) I have made misstatements in my representations or warranties in Section 6, above;

**8.4** receipt by The Core Securities of written notice from the Issuer or me of: (a) the filing of a bankruptcy petition by the Issuer; (b) the closing of a merger, recapitalization, acquisition, tender or exchange offer, or other business combination or reorganization resulting in the exchange or conversion of the Shares of the Issuer into shares of a company other than the Issuer; or (c) the conversion of the Shares into rights to receive fixed amounts of cash or into debt securities and/or preferred stock (whether in whole or in part);

**8.5** receipt by The Core Securities of written notice of my death or legal incapacity;

**8.6** receipt by The Core Securities of written notice of termination from me.

## **9. Indemnification**

**9.1** I agree to indemnify and hold harmless The Core Securities and its directors,

**Issuer Name:**

**Client Name:**

**Symbol:**

**Start Date:** 1 April 2022

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officers, employees and affiliates from and against all claims, losses, damages and liabilities, including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such claim, arising out of or attributable to The Core Securities' actions taken in compliance with the Plan, any breach by me of the Plan, or any violation by me of applicable federal or state laws or regulations. This indemnification shall survive termination of the Plan.

**9.2** The Core Securities agrees to indemnify and hold me harmless from and against all claims, losses, damages and liabilities including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim, arising out of or attributable to The Core Securities' gross negligence or willful misconduct in connection with the Plan.

#### **10. Modification and Amendment**

The Plan, including the Sales Instruction, may be modified or amended only upon (a) the written agreement of me and The Core Securities; (b) the receipt by The Core Securities of written confirmation signed by me to the effect that the representations, warranties and covenants contained in Section 6 above, are true as of the date of such written confirmation; and (c) the receipt by The Core Securities of a new Issuer Certificate or written confirmation signed by the Issuer that the representations, warranties and covenants contained in the original Issuer Certificate are true as of the date of such written confirmation.

#### **11. Counterparts**

The Plan may be signed in counterparts, each of which will be an original.

#### **12. Entire Agreement**

The Plan, including the representations, warranties and covenants in Section 6, constitutes the entire agreement between me and The Core Securities regarding the Plan and supersedes any prior agreements or understandings regarding the Plan.

#### **13. Notices**

All notices given by the parties under the Plan will be as follows:

**If to The Core Securities Co., Ltd.:**  
**Compliance Officer**  
**The Core Securities Co., Ltd.**  
**28/F, 33 Des Voeux Road Central**  
**Central, Hong Kong**

If to me:  
Client address on file

Issuer Name:

Client Name:

Symbol:

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**14. Officer & Director Equity Service**

If the seller is subject to the reporting requirements of Section 16 of the Exchange Act, complete the following to have transaction information for open market transactions under the Plan forwarded to a designated third party.

**14.1** I authorize The Core Securities to transmit transaction information via facsimile and/or email regarding open market transactions under the Plan to:

<b>Name:</b>	ZUOLI XU
<b>Title :</b>	CFO
<b>Company:</b>	360 DigiTech, Inc.
<b>Tel:</b>	
<b>Fax:</b>	
<b>Email:</b>	alex_xu@360shuke.com



Issuer Name:

Client Name:

Symbol:

Start Date: 1 April 2022

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**14.2** I understand that reasonable efforts will be made to transmit transaction information for open market transactions under the Plan (purchase or sale) by the close of business on the day of the purchase or sale, but no later than the close of business on the first trading day following the purchase or sale.

**14.3** I acknowledge that The Core Securities(a) has no obligation to confirm receipt of any email or faxed information by the designated contact and (b) has no responsibility or liability for filling a Form 4 with the SEC or for compliance with Section 16 of the Exchange Act.

**14.4** If any of the above contact information changes, or I would like to terminate this authorization, I will promptly notify The Core Securities in writing. I further authorize The Core Securities to transmit transaction information to a third party service provider who make the information available to my designated representative(s) listed above.

**15. Governing Law**

This Plan will be governed by and construed in accordance with the laws of the State of New York.

This Rule 10b5-1 Sales Plan and Client Representations is established and agreed to as of the last signature below.

By:   
Name: **ZHENG Yan**  
Date: 29 March 2022

Acknowledged and Agreed this on 29 March 2022.

The Core Securities Co., Ltd.

By:   
Authorized Person

**Issuer Name:**  
**Client Name:**  
**Symbol:**  
**Start Date:** 1 April 2022  
**End Date:** 30 June 2023

#### **Annex A – Issuer Certificate**

**This Annex A may not be amended except in accordance with the Plan.**

1. 360 DigiTech Inc. (the “Issuer”) certifies that it has approved, and retained a copy of, the Sales Plan dated 29 March 2022 (the “Plan”) between Smart Defender Limited (“Seller”) and The Core Securities Co., Ltd. (“The Core Securities”) relating to the common stock of the Issuer (the “Shares”).

2. The Plan is consistent with Issuer’s insider trading policies, and, to the best of Issuer’s knowledge, there are no legal, contractual or regulatory restrictions applicable to Seller as of the date of this representation that would prohibit Seller from entering into the Plan or affecting any sale of Shares pursuant to the Plan.

3. While the Plan is effective, Issuer agrees to provide notice as soon as practicable to The Core Securities in the event of:

- a. the selling of the Shares pursuant to a registration statement or the termination, expiration, suspension or unavailability of the registration statement;
- b. a public announcement of a public offering of securities by the Issuer;
- c. a legal, regulatory or contractual restriction applicable to Seller or Seller’s affiliates, including without limitation, under Regulation M, that would prohibit any sale pursuant to the Plan (other than any such restriction relating to Seller’s possession or alleged possession of material nonpublic information about the Issuer or its securities) (the notice merely stating that a restriction applies to Seller without specifying the reasons for the restriction);
- d. the filing of a bankruptcy petition by the Issuer;
- e. the closing of a merger, recapitalization, acquisition, tender or exchange offer, or other business combination or reorganization resulting in the exchange or conversion of the Shares of the Issuer into shares of a company other than the Issuer; or
- f. the conversion of the Shares into rights to receive fixed amounts of cash or into debt securities and/or preferred stock (whether in whole or in part).

**Issuer Name:**  
**Client Name:**  
**Symbol:**  
**Start Date:** 1 April 2022  
**End Date:** 30 June 2023

The notice shall be provided by facsimile to Compliance Officer, The Core Securities, at +852 3667-8800 and shall indicate the anticipated duration of the restriction but shall not include any other information about the nature of the restriction or its applicability to Seller. In any event, the Issuer shall not communicate any material nonpublic information about Issuer or its securities to The Core Securities with respect to the Plan.

4. To avoid delays in connection with transfers of stock certificates and settlement of transactions under the Plan, and in acknowledgment of The Core Securities' agreement in Section 5 of the Plan that sales of Shares under the Plan will be effected in compliance with Rule 144, the Issuer agrees that it will, immediately upon Seller's directing delivery of Shares into an account at The Core Securities in the name of and for the benefit of Seller, instruct its transfer agent to process the transfer of Shares and issue a new certificate to Seller that does not bear any legend or statement restricting its transferability to a buyer.

5. If the Plan covers options, Issuer acknowledges that Seller has authorized The Core Securities to serve as Seller's agent and attorney-in-fact to exercise certain stock options to purchase the Shares from time to time pursuant to the Plan. Issuer agrees to accept, acknowledge and affect the exercise of such stock options by The Core Securities and the delivery of the underlying Shares to The Core Securities, free of any legend or statement restricting their transferability to a buyer. By signing below and upon delivery of funds representing the exercise price (plus any applicable taxes), the Issuer, for itself and its agents, acknowledges: (1) the security interest of The Core Securities in the underlying Shares and (2) that prior to delivery to The Core Securities, the Issuer holds the underlying Shares as bailed for The Core Securities.

By:   
Name: ZUOLI XU  
Title: CFO

Date: 2022.3.29