

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

**FORM S-8
REGISTRATION STATEMENT**

*UNDER
THE SECURITIES ACT OF 1933*

Chindata Group Holdings Limited

(Exact name of registrant as specified in its charter)

Cayman Islands
(State or other jurisdiction of
incorporation or organization)

Not Applicable
(I.R.S. Employer
Identification No.)

**No. 47 Laiguangying East Road,
Chaoyang District, Beijing, 100012
The People's Republic of China
+86 400-879-7679**

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

Chindata Group Holdings Limited 2020 Share Option Plan
(Full Title of the Plan)

**Cogency Global Inc.
122 East 42nd Street, 18th Floor
New York, NY 10168
+1 800-221-0102**

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

Copies to:

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**Huapeng Wu
Chief Executive Officer
No. 47 Laiguangying East Road,
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The People's Republic of China
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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This registration statement on Form S-8 (the "Registration Statement") is being filed pursuant to the General Instruction E to Form S-8 for the purpose of registering an aggregate of 7,337,594 additional Class A ordinary shares, par value US\$0.00001 per share (the "Class A Ordinary Shares"), of Chindata Group Holdings Limited (the "Registrant"), which are issuable under the Chindata Group Holdings Limited 2020 Share Option Plan (the "Plan"), and this Registration Statement consists of only those items required by General Instruction E to Form S-8. The maximum number of Class A ordinary shares may be issued upon exercise of share options under the Plan increased by 7,337,594 Class A ordinary shares from 22,291,218 Class A ordinary shares to 29,628,812 Class A ordinary shares. These 7,337,594 additional Class A Ordinary Shares are of the same class as other securities for which a registration statement on Form S-8 was filed with the Securities and Exchange Commission (the "Commission") on January 6, 2021 (File No. 333-251911) (the "Prior S-8 Registration Statement"), but were not registered under the Prior S-8 Registration Statement.

In accordance with General Instruction E to Form S-8, the Registrant incorporates by reference, except to the extent supplemented, amended or superseded by the information set forth herein, into this Registration Statement the entire contents of the Prior S-8 Registration Statement.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission are incorporated by reference herein:

- (a) The Registrant's Annual Report on Form 20-F (File No. 001-39556) for the fiscal year ended December 31, 2021, filed with the Commission on April 29, 2022;
- (b) The Registrant's Current Reports on Form 6-K (File No. 001-39556) furnished to the Commission on January 11, 2022, February 25, 2022, March 4, 2022, March 10, 2022, May 5, 2022, and May 26, 2022, respectively; and
- (c) The description of the Registrant's Class A Ordinary Shares contained in its registration statement on Form 8-A (File No. 001-39556) filed with the Commission on September 23, 2020, including any amendment and report filed for the purpose of updating that description.

All documents filed or furnished by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the effective date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement, which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such documents.

Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

Item 8. Exhibits.

The Exhibits listed on the accompanying Exhibit Index are filed as a part of, or incorporated by reference into, this Registration Statement.
(See Exhibit Index below).

Exhibit Index

Exhibit Number	Description
4.1	<u>Fifth Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's registration statement on Form F-1, as amended (File No. 333-248658) initially filed with the Commission on September 8, 2020)</u>
4.2	<u>Registrant's Specimen Certificate for Ordinary Shares (incorporated by reference to Exhibit 4.2 to the Registrant's registration statement on Form F-1, as amended (File No. 333-248658) initially filed with the Commission on September 8, 2020)</u>
4.3	<u>Deposit Agreement among the Registrant, the depository and the owners and holders of American Depositary Shares issued thereunder dated September 29, 2020 (incorporated by reference to Exhibit 2.3 to the Registrant's annual report on Form 20-F (File No. 001-39556) filed with the Commission on April 22, 2021)</u>
4.4	<u>Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3) (incorporated by reference to Exhibit 2.1 to the Registrant's annual report on Form 20-F (File No. 001-39556) filed with the Commission on April 22, 2021)</u>
5.1*	<u>Opinion of Maples and Calder (Hong Kong) LLP regarding the validity of Class A Ordinary Shares being registered</u>
10.1*	<u>Chindata Group Holdings Limited 2020 Share Option Plan</u>
23.1*	<u>Consent of Ernst & Young Hua Ming LLP, Independent Registered Public Accounting Firm</u>
23.2*	<u>Consent of Maples and Calder (Hong Kong) LLP (included in Exhibit 5.1)</u>
107*	<u>Filing Fee Table</u>

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Beijing on June 24, 2022.

Chindata Group Holdings Limited

By: /s/ Huapeng Wu

Name: Huapeng Wu

Title: Director and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 24, 2022.

Signature	Title
<u>/s/ Huapeng Wu</u> Name: Huapeng Wu	Director, Chief Executive Officer (principal executive officer)
<u>/s/ Qian Xiao</u> Name: Qian Xiao	Director, President
<u>/s/ Dongning Wang</u> Name: Dongning Wang	Chief Financial Officer (principal financial and accounting officer)
<u>/s/ Jing Ju</u> Name: Jing Ju	Director, Non-Executive Vice Chairman
<u>/s/ Jonathan Jia Zhu</u> Name: Jonathan Jia Zhu	Director
<u>/s/ Zhongjue Chen</u> Name: Zhongjue Chen	Director
<u>/s/ Barnaby Thomas Patrick Lyons</u> Name: Barnaby Thomas Patrick Lyons	Director
<u>/s/ Weili Hong</u> Name: Weili Hong	Independent Director
<u>/s/ Gang Yu</u> Name: Gang Yu	Independent Director

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT

Pursuant to the Securities Act of 1933, the undersigned, the duly authorized representative in the United States of Chindata Group Holdings Limited, has signed this Registration Statement or amendment thereto in New York, on June 24, 2022.

**Authorized U.S. Representative
Cogency Global Inc.**

By: /s/ Colleen A. De Vries
Name: Colleen A. De Vries
Title: Senior Vice President

CALCULATION OF FILING FEE TABLE

FORM S-8

(Form Type)

Chindata Group Holdings Limited

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered(2)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Class A Ordinary shares, par value US\$0.00001 per share(1)	Other(4)	7,337,594(3)	US\$3.60(4)	US\$26,415,338.40	0.0000927	US\$2,448.70
Total Offering Amounts					US\$26,415,338.40		US\$2,448.70
Total Fee Offsets							—
Net Fee Due							US\$2,448.70

- (1) The securities to be registered hereby may be represented by American depositary shares (the “ADS”), of Chindata Group Holdings Limited (the “Registrant”). Each ADS represents two Class A ordinary shares, par value of US\$0.00001 per share, of the Registrant (the “Class A Ordinary Shares”). The Registrant’s ADSs issuable upon deposit of the securities registered hereby have been registered under a separate registration statement on Form F-6 (File No. 333-248984).
- (2) In accordance with Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement on Form S-8 (this “Registration Statement”) to which this exhibit 107 is a part also covers an indeterminate number of additional securities which may be offered and issued under the Chindata Group Holdings Limited 2020 Share Option Plan (the “Plan”) to prevent dilution from stock splits, stock dividends or similar transactions as provided in the Plan. Any Ordinary Shares covered by an award granted under the Plan (or portion of an award) that expires, for any reason, is cancelled or terminated without having been exercised or settled or that is forfeited or repurchased and held as treasury shares shall be deemed not to have been issued for purposes of determining the maximum aggregate number of Class A Ordinary Shares which may be issued under the Plan.
- (3) Represents 7,337,594 Class A Ordinary Shares that are available for future issuance under the Plan, which were not previously registered under the registration statement on Form S-8 (File No. 333-251911) as initially filed with the Securities and Exchange Commission on January 6, 2021.
- (4) Estimated solely for the purposes of calculating the registration fee under Rule 457(h) and Rule 457(c) under the Securities Act based on the average of the high and low prices of the Registrant’s ADSs as reported on the Nasdaq Global Select Market on June 17, 2022, a date that is within five business days prior to the date on which this Registration Statement is being filed and adjusted for the Class A Ordinary Share to ADS ratio. One of the Registrant’s ADSs represents two Class A Ordinary Shares.



Our ref KKZ/753588-000013/24062747v3
Direct tel +852 3690 7432
Email karen.zhangpallaras@maples.com

Chindata Group Holdings Limited
 No. 47 Laiguangying East Road,
 Chaoyang District, Beijing, 100012
 The People's Republic of China

24 June 2022

Dear Sir or Madam

Chindata Group Holdings Limited (the "Company")

We have acted as Cayman Islands legal counsel to the Company in connection with a registration statement on Form S-8 to be filed with the Securities and Exchange Commission (the "**Commission**") on 24 June 2022 (the "**Registration Statement**", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the registration under the United States Securities Act of 1933, as amended, (the "**Securities Act**") of 7,337,594 Class A ordinary shares, par value US\$0.00001 per share (the "**Shares**"), issuable under Chindata Group Holdings Limited 2020 Share Option Plan filed as Exhibit 10.1 to the Company's Registration Statement filed with the Commission (the "**2020 Share Option Plan**", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto).

For the purposes of giving this opinion, we have examined copies of the Registration Statement and the 2020 Share Option Plan. We have also reviewed copies of the fifth amended and restated memorandum and articles of association of the Company adopted by special resolution on September 7, 2020 and effective immediately prior to the completion of the Company's initial public offering of American depositary shares representing the Shares (the "**Memorandum and Articles**"), the written resolutions of the board of directors of the Company passed on 29 May 2020, 13 August 2020 and 31 December 2020, the minutes of the meeting of the board of directors of the Company held on 25 May 2022, and written resolutions of the ESOP committee of the board of directors of the Company dated 29 May 2020 (together, the "**Resolutions**").

Based upon, and subject to, the assumptions and qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

Maples and Calder (Hong Kong) LLP

26th Floor Central Plaza 18 Harbour Road Wanchai Hong Kong
 Tel +852 2522 9333 Fax +852 2537 2955 maples.com

Resident Hong Kong Partners: Everton Robertson (Cayman Islands), Michelle Lloyd (Ireland), Aisling Dwyer (British Virgin Islands)
 Ann Ng (Victoria (Australia)), John Trehey (New Zealand), Matthew Roberts (Western Australia (Australia)), Nick Harrold (England and Wales)
 Terence Ho (New South Wales (Australia)), L.K. Kan (England and Wales), W.C. Pao (England and Wales), Richard Spooner (England and Wales), Sharon Yap (New Zealand)
 Nick Stern (England and Wales), Juno Huang (Queensland (Australia)), Karen Pallaras (Victoria (Australia)), Joscelyne Ainley (England and Wales), Andrew Wood (England and Wales)

Non-Resident Partners: Jonathan Green (Cayman Islands), Kieran Walsh (Cayman Islands)

Cayman Islands Attorneys at Law | British Virgin Islands Solicitors | Irish Solicitors

1. The Shares to be issued by the Company under the 2020 Share Option Plan have been duly and validly authorized.
2. When issued and paid for in accordance with the terms of the 2020 Share Option Plan and in accordance with the Resolutions, and when appropriate entries are made in the register of members (shareholders) of the Company, the Shares will be validly issued, fully paid and non-assessable.

In this opinion letter, the phrase "non-assessable" means, with respect to the issuance of Shares, that a shareholder shall not, in respect of the relevant Shares and in the absence of a contractual arrangement to the contrary, have any obligation to make further contributions to the Company's assets (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

These opinions are subject to the qualification that under the Companies Act (2020 Revision) of the Cayman Islands, the register of members of a Cayman Islands company is by statute regarded as *prima facie* evidence of any matters which the Companies Act (2020 Revision) directs or authorises to be inserted therein. A third party interest in the shares in question would not appear. An entry in the register of members may yield to a court order for rectification (for example, in the event of fraud or manifest error).

These opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. We express no opinion as to the meaning, validity or effect of any references to foreign (i.e. non-Cayman Islands) statutes, rules, regulations, codes, judicial authority or any other promulgations.

We have also relied upon the assumptions, which we have not independently verified, that (a) all signatures, initials and seals are genuine, (b) copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, (c) where a document has been provided to us in draft or undated form, it will be duly executed, dated and unconditionally delivered in the same form as the last version provided to us, (d) the Memorandum and Articles remain in full force and effect and are unamended, (e) the Resolutions were duly passed in the manner prescribed in the Memorandum and Articles (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company) and have not been amended, varied or revoked in any respect, (f) there is nothing under any law (other than the laws of the Cayman Islands) which would or might affect the opinions set out below, (g) there is nothing contained in the minute book or corporate records of the Company (which we have not inspected) which would or might affect the opinions set out below, and (h) upon the issue of any Shares, the Company will receive consideration which shall be equal to at least the par value of such Shares.

This opinion letter is to and for the benefit solely of the addressee and may not be relied upon by any other person for any purpose.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us in the Registration Statement and any amendments thereto. In giving such consent, we do not consider that we are "experts" within the meaning of such term as used in the Securities Act, or the rules and regulations of the Commission issued thereunder, with respect to any part of the Registration Statement, including this opinion as an exhibit or otherwise.

Yours faithfully

/s/ Maples and Calder (Hong Kong) LLP

Maples and Calder (Hong Kong) LLP

CHINDATA GROUP HOLDINGS LIMITED
2020 SHARE OPTION PLAN

1. DEFINED TERMS

Exhibit A, which is incorporated by reference, defines the terms used in the Plan and sets forth certain operational rules related to those terms.

2. PURPOSE

The Plan has been established to advance the interests of the Company by providing for the grant to Participants of Share Options.

3. ADMINISTRATION

The Administrator has discretionary authority, subject only to the express provisions of the Plan, to interpret the Plan; determine eligibility for and grant Share Options; determine, modify or waive the terms and conditions of any Share Option or any Shares issued upon exercise thereof; prescribe forms, rules and procedures; and otherwise do all things necessary to carry out the purposes of the Plan. Determinations of the Administrator made under the Plan will be conclusive and will bind all parties.

4. SHARE OPTIONS UNDER THE PLAN

(a) **Number of Shares.** Share Options issued under the Plan are exercisable, subject to the terms and conditions of the Plan and the underlying Award Agreement, for Shares. A maximum of 29,628,812 Shares may be issued upon exercise of Share Options under the Plan. The number of Shares issued upon exercise of Share Options, for purposes of the preceding sentence, will be determined without including any Surrendered Shares that are surrendered in respect of the payment of the exercise price, that otherwise expire or become unexercisable without having been exercised, or that are forfeited to or repurchased by the Company for cash.

(b) **Type of Shares.** Shares issued by the Company under the Plan may be authorized but unissued Shares or previously issued Shares repurchased and held by the Company as treasury shares. No fractional Shares will be issued under the Plan.

(c) **Allocation of Share Options.** Share Options shall be granted in accordance with an allocation to be determined by the Administrator.

5. ELIGIBILITY AND PARTICIPATION

The Administrator will select Participants from among those key Employees and management team members of the Company or its Subsidiaries who, in the opinion of the Administrator, are in a position to make a significant contribution to the success of the Company and its Subsidiaries. To the extent necessary to comply with applicable Law, eligibility for Share Options is limited to individuals described in the first sentence of this Section 5 who are providing direct services to the Company or one of its Subsidiaries on the date of grant of the Share Option.

6. RULES APPLICABLE TO SHARE OPTIONS

(a) All Share Options.

(i) **Share Options Provisions.** The Administrator will determine the terms of all Share Options, subject to the limitations provided herein, and such terms with respect to each Share Option shall be set forth in the applicable Award Agreement. By accepting (or, under such rules as the Administrator may prescribe, being deemed to have accepted) a Share Option, the Participant will be deemed to have agreed to the terms of the Share Option, the applicable Award Agreement and the Plan.

(ii) **Term of Plan.** No Share Options may be granted after ten (10) years from the Date of Adoption, but previously granted Share Options may continue beyond that ten (10)-year anniversary date in accordance with their terms.

(iii) **Transferability.** Except as the Administrator expressly provides in accordance with the second sentence of this Section 6(a)(iii), Share Options may not be transferred other than by will or by the laws of descent and distribution, and during a Participant's lifetime, Share Options may be exercised only by the Participant, unless otherwise agreed by the Administrator. The Administrator may permit Share Options to be transferred by gift, subject to the terms of the Share Option and such other limitations as the Administrator may impose.

(iv) **Vesting and Exercisability, etc.** The Administrator may determine the time or times at which a Share Option will vest or become exercisable and the terms on which a Share Option requiring exercise will remain exercisable. Without limiting the foregoing, the Administrator may at any time accelerate the vesting or exercisability of a Share Option, regardless of any adverse or potentially adverse tax or other consequences resulting from such acceleration. Unless the Administrator expressly provides otherwise, however, the following rules will apply:

(A) **General.** Unless otherwise specified in an Award Agreement, Share Options shall be exercisable only to the extent that they are vested. In addition to the other requirements set forth in this Section 6(a)(iv), unless otherwise set forth in an Award Agreement, vesting of Share Options is subject to a Participant's continuous Employment from the date of grant thereof until the date of such vesting.

(B) **Vesting.** The applicable Award Agreement for each Share Option shall set forth the vesting terms of such Share Option (and, as applicable, any Shares to be issued upon exercise thereof), which may include (as determined by the Administrator) time-based vesting, performance-based vesting, the absence of certain defaults or similar event(s) and/or a combination thereof.

(C) Each Share Option, and the Shares into which such Share Option is exercisable, shall be subject to termination, forfeiture or repurchase in accordance with the terms set forth in the applicable Award Agreement for such Share Option.

(v) **Taxes.** The delivery, vesting and retention of a Share Option, or the payment of amounts pursuant to Section 6(a)(iv), are conditioned upon the full satisfaction by the Participant of all federal, provincial, state, local, individual or other applicable tax withholding requirements with respect to such Share Option. The Administrator will prescribe

such rules for the withholding of taxes as it deems necessary. The Administrator may, but need not, hold back Shares into which a Share Option is exercisable or permit a Participant to tender Shares previously owned by such Participant (or his/her Affiliates who are permitted by the Administrator to hold Shares) in satisfaction of any tax withholding requirements (but not in excess of the minimum withholding required by Law). In any event, each Participant agrees to bear and pay any taxes, penalties and interests of any nature that are required by applicable tax regulations to be paid by him/her arising out of this Plan. Each Participant or his/her Affiliate allowed by the Administrator to hold Shares upon the exercise of the Share Options by such Participant also agrees to indemnify the Company and its Affiliates in respect of any loss suffered as a result of or in connection with the income taxes, other taxes, penalties and interests underpayment by such Participant (or such Affiliates) in respect of this Plan.

(vi) **Dividend Equivalents, etc.** The Administrator may provide for the payment of amounts (on terms and subject to conditions established by the Administrator) in lieu of cash dividends or other cash distributions, or the restrictions thereof, with respect to any Shares into which a Share Option (or a portion thereof) is exercisable, whether or not the holder of such Share Option is otherwise entitled to share in the actual dividend or distribution in respect of such Share Option.

(vii) **Rights Limited.** Nothing in the Plan will be construed as giving any Person (A) any right to continued Employment or (B) any rights as a shareholder, except as to Shares actually issued under the Plan upon exercise of a Share Option in accordance with, and subject to the restrictions included in, the Plan, the Award Agreement and the Option Exercise Agreement (and subject to the terms under the M&AA). The loss of existing or potential profit in Share Options will not constitute an element of damages in the event of termination of Employment for any reason, even if the termination is in violation of an obligation of a Group Company or any of its Affiliates to the Participant.

(viii) **Section 409A.** To the extent Section 409A is applicable to the grant of a Share Option to a Participant, such Share Option will be structured in a manner intended for such Share Option either to (A) qualify for an exemption from the requirements of Section 409A or (B) satisfy such requirements. In construing the provisions of any Share Option that is subject to Section 409A upon a termination or cessation of Employment, references to termination or cessation of employment, separation from service or similar or correlative terms will be construed to require a “separation from service” from the Company (within the meaning of Section 409A) and from all other corporations and trades or businesses, if any, that would be treated as a single “service recipient” with the Company under applicable regulations. In addition, each payment made to a Participant in respect of a Share Option subject to Section 409A will be deemed a separate payment for purposes of Section 409A.

(ix) **Certain Requirements of Corporate Law.** Share Options will be granted and administered consistent with the Laws of the Cayman Islands relating to the issuance of shares and the consideration to be received therefor, and with the applicable requirements of the stock exchanges or other trading systems on which the Shares are listed or entered for trading, in each case, as determined by the Administrator.

(b) **Share Options Requiring Exercise.**

(i) **Time and Manner of Exercise.** Unless the Administrator expressly provides otherwise and except as provided in Section 7, a Share Option requiring exercise by the holder will not be deemed to have been exercised until the Administrator receives an Option

Exercise Agreement (the form of which will be set forth in the relevant Award Agreement for such Share Option or otherwise designated by the Administrator), duly signed (including electronic signature in a form acceptable to the Administrator) by the appropriate Person and accompanied by any payment required under the Award Agreement. If a Share Option is exercised by any Person other than the corresponding Participant, the Administrator may require satisfactory evidence that the Person exercising the Share Option has the right to do so.

(ii) **Exercise Price.** Except as otherwise set forth in an Award Agreement, a Share Option will have an exercise price (A) no less than the Fair Market Value of the Shares into which such Share Option is exercisable at the date of grant and (B) no less than the par value of the Shares into which such Share Option is exercisable. For the avoidance of doubt, if a Share Option has an exercise price that is less than the Fair Market Value of the Shares into which such Share Option is exercisable at the date of grant, and if the grant of such Share Option is subject to Section 409A, the grant will be structured in a manner intended to be compliant with Section 409A.

(iii) **Payment of Exercise Price.** Where the exercise of a Share Option (or a portion thereof) is to be accompanied by payment, payment of the exercise price will be by cash or check acceptable to an account designated by the Administrator, or, if so permitted by the Administrator and if legally permissible, (A) through the surrender of a number of Shares that have an aggregate Fair Market Value equal to the exercise price (the “**Surrendered Shares**”), provided that the Participant surrendering the Surrendered Shares shall, at the time of exercising such Share Option (or such portion thereof), have paid an exercise price in cash corresponding to the aggregate par value of all the Shares into which such Share Option (or such portion thereof) is exercised and paid through the surrender of the Surrendered Shares, (B) by other means acceptable to the Administrator, or (C) by any combination of the foregoing permissible forms of payment. No Share Option requiring exercise or portion thereof may be exercised unless, at the time of exercise, the Fair Market Value of the Share underlying such Share Option exceeds the exercise price for such Share Option. Without limiting or prejudicing any of the foregoing, unless otherwise expressly provided in the applicable Award Agreement, the Administrator may eliminate or limit a Participant’s ability to pay the exercise price of any Share Option (or a portion thereof) by any method other than cash payment to the Company. The Administrator may take all actions necessary to alter the method of exercise of a Share Option (or a portion thereof) and the exchange and transmittal of proceeds with respect to Participants who are PRC Residents in order to comply with applicable PRC foreign exchange and tax regulations and any other applicable PRC Laws. In addition, notwithstanding anything else contained herein to the contrary, the Administrator may, at its discretion, limit the method of exercise of a Share Option (or a portion thereof) to a cashless method for Participants who are PRC Residents for the purpose of compliance with any applicable Laws of the PRC or any requirement on filing or registration with, or requirement to obtain any approval or permit from, any Governmental Authorities of the PRC. Such discretion includes and is not limited to the required exchange of proceeds (if any) by the Administrator into Renminbi for transmittal to Participants who are PRC Residents, deductions for fees associated with the exchange, and deductions for PRC taxes, as may be necessary to comply with applicable PRC foreign exchange and tax regulations.

(iv) **Maximum Term.** Subject to earlier expiration, termination or forfeiture as provided in Section 6(a)(iv)(C) above or the applicable Award Agreement, Share Options requiring exercise will have a maximum term not to exceed ten (10) years from the date of grant, unless otherwise determined by the Administrator.

7. EFFECT OF CERTAIN TRANSACTIONS

(a) **Covered Transaction.** Except as otherwise set forth in an Award Agreement, in the event of the occurrence of a Covered Transaction, the following shall occur:

(i) **Assumption or Substitution.** If the Covered Transaction is one in which there is an acquiring or surviving entity, the Administrator may, in its discretion, provide for (A) the assumption or continuation of some or all outstanding Share Options or any portion thereof (or, in substitution for any Shares issued upon exercise thereof, the issue of securities having rights comparable to such Shares (or rights that are otherwise appropriate in such circumstance as determined by the Administrator)) or (B) the grant of new awards in substitution for any Share Options or any portion thereof (or Shares issued upon exercise thereof), by the acquiror or survivor or an Affiliate of the acquiror or survivor.

(ii) **Cash-Out of Vested Share Options.** With respect to the vested portion of a Share Option, to the extent not assumed, continued or substituted for the grant of new awards in accordance with the preceding Section 7(a)(i), the Administrator shall provide for payment (a “cash-out”) equal to the excess, if any, of (A) the Fair Market Value of one Share times the number of Shares into which the vested portion of such Share Option is exercisable, over (B) the aggregate exercise price of such vested portion of such Share Option, in each case, on such payment terms and other terms, and subject to such conditions, as the Administrator determines (which may (1) include a requirement that each Participant be responsible for his/her pro rata portion of any liabilities as may be applicable to holders of Shares in connection with such Covered Transaction, (2) provide that any other obligation owed by the Participant or an Affiliate of such Participant to the Company or one of its Affiliates be net off against the cash-out contemplated hereunder, or (3) such other requirement as may be specified in an Award Agreement).

(iii) **Termination of Unvested Share Options and Cancellation of Unvested Shares.** With respect to the unvested portion of a Share Option, to the extent not assumed, continued or substituted for the grant of new awards in accordance with Section 7(a)(i) above, such unvested portion of a Share Option shall be forfeited and terminated for no additional consideration. With respect to any Shares issued upon exercise of a Share Option which Shares have not yet vested in accordance with the terms thereof upon the occurrence of such Covered Transaction (if applicable), the Administrator shall provide for payment equal to the lower of (A) the Fair Market Value of one Share times the number of such unvested Shares and (B) the aggregate exercise price actually paid in cash upon exercise of the relevant Share Options for such unvested Shares, which amount shall be paid to the holder of such unvested Shares in consideration of the repurchase of such unvested Shares, which shall be repurchased and cancelled immediately upon such payment without the need for any further action on the part of the holder thereof, in each case, on such payment terms and other terms, and subject to such conditions, as the Administrator determines (which may (1) include a requirement that each Participant be responsible for his pro rata portion of any liabilities as may be applicable to holders of Shares in connection with such Covered Transaction, (2) provide that any other obligation owed by the Participant or an Affiliate of such Participant to the Company or one of its Affiliates be net off against the cash-out contemplated hereunder, or (3) such other requirement as may be specified in an Award Agreement).

(iv) **Additional Limitations.** Any cash or other property (including a substitute award) delivered pursuant to the Section 7(a)(i), Section 7(a)(ii) or Section 7(a)(iii) above with respect to a Share Option (or a Share issued upon exercise thereof) may, in the

discretion of the Administrator, contain such restrictions, if any, as the Administrator deems appropriate, including to reflect any performance or other vesting conditions to which the Share Option (or Share(s) issued upon exercise thereof) was subject and that did not lapse (and were not satisfied) in connection with the Covered Transaction.

(b) Changes in and Distributions with Respect to Shares.

(i) Basic Adjustment Provisions. In the event of a share dividend, share split or combination of shares (including a reverse share split), recapitalization, extraordinary dividend or other change in the Company's capital structure, the Administrator may make appropriate adjustments (if applicable) to the maximum number of shares specified in Section 4(a) that may be issued under the Plan, and may also make appropriate adjustments to the number and kind of shares or securities into which the Share Options then outstanding or subsequently granted are exercisable, any exercise prices relating to Share Options and any other provision of Share Options affected by such change.

(ii) Certain Other Adjustments. The Administrator may also make adjustments of the type described in Section 7(b)(i) above to take into account distributions to shareholders other than those provided for in Section 7(b)(i), or any other event, if the Administrator determines that adjustments are appropriate to avoid distortion in the operation of the Plan, having due regard for the requirements of Section 409A, where applicable.

(iii) Continuing Application of Plan Terms. References in the Plan to Shares will be construed to include any shares or securities resulting from an adjustment pursuant to this Section 7.

8. LEGAL CONDITIONS ON ISSUANCE OF SHARES

The Company will not be obligated to issue any Share pursuant to the Plan or remove any restriction from Shares previously issued under the Plan until: (a) the Company is satisfied that all legal matters in connection with the issuance of such Shares have been addressed and resolved; (b) if the Company's Shares at the time of issuance are listed on any stock exchange or national market system, the Shares to be issued have been listed or authorized to be listed on such exchange or system upon official notice of issuance; and (c) all conditions of exercising the relevant Share Options have been satisfied or waived. If the sale of Shares has not been registered under the Securities Act or other applicable federal, state, provincial, or other non-U.S. securities Law, the Company may require, as a condition to exercise of any Share Option, such representations or agreements as counsel for the Company may consider appropriate to avoid violation of the Securities Act or any applicable federal, state, provincial or other non-U.S. securities Laws. The Company may require that certificates evidencing Shares issued under the Plan bear an appropriate legend reflecting any restriction on transfer applicable to such Shares, and the Company may hold the certificates pending lapse of the applicable restrictions.

9. AMENDMENT AND TERMINATION

The Administrator may at any time or times amend the Plan or any outstanding Share Option or the terms of any Award Agreement or any Option Exercise Agreement for any purpose which may at the time be permitted by Law, and may at any time terminate the Plan as to any future grants of Share Options; provided that except as otherwise expressly provided in the Plan or any Award Agreement or any Option Exercise Agreement, the Administrator

may not, without the Participant's consent, alter the terms of a Share Option so as to affect materially and adversely the Participant's rights attached to such Share Option, unless the Administrator expressly reserved the right to do so at the time the Share Option was granted. Any amendments to the Plan will be conditioned upon shareholder approval only to the extent such approval is required by Law, as determined by the Administrator.

10. OTHER COMPENSATION ARRANGEMENTS

The existence of the Plan or the grant of any Share Option will not in any way affect the Company's right to award a person bonuses or other compensation in addition to Share Options under the Plan.

11. MISCELLANEOUS

(a) **Waiver of Jury Trial.** By accepting a Share Option under the Plan, each Participant waives any right to a trial by jury in any action, proceeding or counterclaim concerning any rights under the Plan or any Share Option, or under any amendment, waiver, consent, instrument, document or other agreement delivered or which in the future may be delivered in connection therewith, and agrees that any such action, proceedings or counterclaim will be tried before a court and not before a jury. By accepting a Share Option under the Plan, each Participant certifies that no officer, representative or attorney of the Company has represented, expressly or otherwise, that the Company would not, in the event of any action, proceeding or counterclaim, seek to enforce the foregoing waivers.

(b) **Limitation of Liability.** Notwithstanding anything to the contrary in the Plan, neither the Company, nor any of its Affiliates, nor the Administrator, nor any Person acting on behalf of the Company, any of its Affiliates or the Administrator, will be liable to any Participant or to the estate or beneficiary of any Participant or to any other holder of a Share Option by reason of any acceleration of income, or any additional tax (including any interest and penalties), asserted with respect to such Share Option (including, without limitation and where applicable, by reason of the failure of a Share Option to satisfy the requirements of Section 409A and/or Section 4999 of the Code); provided, that nothing in this Section 11(b) will limit the ability of the Administrator or the Company, in its sole discretion, to provide, pursuant to a separate express written agreement, a gross-up payment or other payment to a given Participant in connection with any such acceleration of income or additional tax.

(c) **Language.** This Plan is adopted in the English language. If this Plan is translated into any language other than English, the English language text shall prevail.

12. ESTABLISHMENT OF SUB-PLANS

The Administrator may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable blue sky, securities or tax Laws of various jurisdictions. The Administrator will establish such sub-plans by adopting supplements to the Plan setting forth (a) such limitations on the Administrator's discretion under the Plan as the Administrator deems necessary or desirable and (b) such additional terms and conditions not otherwise inconsistent with the Plan as the Administrator deems necessary or desirable. All supplements adopted by the Administrator will be deemed to be part of the Plan, but each supplement will apply only to Participants within the affected jurisdiction and the Company will not be required to provide copies of any supplement to Participants in any jurisdiction that is not affected.

13. GOVERNING LAW

Except as otherwise provided by the express terms of an Award Agreement or under a sub-plan described in Section 12, the provisions of the Plan and of Share Options under the Plan and all claims or disputes arising out of or based upon the Plan or any Share Option under the Plan or relating to the subject matter hereof or thereof will be governed by and construed in accordance with the Laws of the Cayman Islands without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

14. DISCLAIMER WITH RESPECT TO PRC RESIDENTS.

(a) Each PRC Resident may be required to (i) file or register with, individually or collectively, as the case may be, SAFE and any other Governmental Authorities having jurisdiction over the PRC Resident before the PRC Resident can lawfully own Shares, and (ii) secure approval from SAFE according to the applicable Laws then in effect before the PRC Resident can purchase foreign exchange with Renminbi, unless the PRC Resident otherwise legally owns foreign exchange for the exercise or settlement of the PRC Resident's Share Options, and such filing or approval is not always attainable, and if the PRC Resident fails to secure filing with or approval from the Governmental Authorities of the PRC, the PRC Resident may have difficulties either to remit foreign exchange to the Company to exercise or settle the PRC Resident's Share Options or to receive proceeds and/or to convert the proceeds into Renminbi when the PRC Resident sells Shares issued upon exercise of the Share Options. Failure to comply with these rules may also result in sanctions under the PRC foreign exchange regulations. It is the PRC Resident's duty to ensure full compliance with these PRC regulations at the PRC Resident's own expense and the Company does not assume any responsibility to seek proper filing or approval on the PRC Resident's behalf. The PRC Resident may have the foreign exchange related issues handled by a domestic agency selected by a PRC Group Company, if applicable. However, the PRC Resident will undertake all the agency fees thereof. The PRC Resident will indemnify the Company and any of its Affiliates in the event that any such Person is penalized by SAFE as a result of such PRC Resident's failure to comply with any applicable Laws then in effect.

(b) The China Securities Regulatory Commission of the People's Republic of China (the "CSRC") and other Governmental Authorities in the PRC have yet to determine if Chinese citizens shall be accorded full rights to hold securities of foreign privately-held or publicly-listed entities outside the PRC or any options or other rights to acquire such securities. Accordingly, should the CSRC, or any other Governmental Authority in the PRC, materially restrict the rights or obligations of the Company or of a PRC Resident hereunder, in the sole opinion of the Administrator, the Company shall be entitled to amend or terminate this Plan, any Award Agreement, any Option Exercise Agreement, or any term or provision thereof, as appropriate and necessary in the Administrator's sole discretion, so as to comply with such governmental or regulatory requirements. This right to amend or terminate includes but is not limited to (i) the right to terminate a PRC Resident's rights hereunder in full, as well as (ii) the right to repurchase any Shares or Share Option that may have been sold, issued or granted hereunder, in each case without obtaining such PRC Resident's consent or the consent of any other Person for the purposes of this Section 14(b), provided that the Administrator, in good faith, determines that commercially reasonable efforts have been made to (x) achieve compliance with the terms of this Plan, and (y) otherwise, make available to such PRC Resident an aggregate economic consideration which is no less favorable (on a gross pre-tax basis) than otherwise available had this Plan been complied with notwithstanding this Section 14(b).

EXHIBIT A

Definition of Terms

The following terms, when used in the Plan, will have the meanings and be subject to the provisions set forth below:

“Administrator”: The Board, except that the Board may delegate its authority under the Plan to a committee of the Board (or one or more members of the Board), in which case references herein to the Board will refer to such committee (or members of the Board). The Board may delegate (i) to one or more of its members such of its duties, powers and responsibilities as it may determine; (ii) to one or more officers of the Company the power to grant rights or options to the extent permitted by applicable Law; and (iii) to such Employees or other Persons as it determines such ministerial tasks as it deems appropriate. In the event of any delegation described in the preceding sentence, the term “Administrator” will include the Person or Persons so delegated to the extent of such delegation.

“Affiliate”: With respect to any Person, any other Person that directly or indirectly through one or more intermediary entities Controls, is Controlled by or is under common Control with, such Person. In the case of a Person who is an individual, the term “Affiliate” shall also include such Person’s spouse and children.

“Award Agreement”: A written agreement between the Company and a Participant setting forth the terms, conditions, and limitations applicable to a Share Option, as may be amended, restated, supplemented or otherwise modified from time to time; provided that, unless expressly set forth in an Award Agreement and approved by the Board, all Award Agreements shall be deemed to include all of the terms and conditions of the Plan.

“Bain Funds”: Collectively, Bain Capital Asia Fund III, L.P. and any other investment funds or vehicles that are controlled, managed or advised by Bain Capital Private Equity, LP or one of its Affiliates or any Affiliate of Stack Holdings or BCPE Bridge Cayman, L.P. and may (indirectly) hold an equity interest in the Company.

“Board”: The board of directors of the Company.

“Business Day”: Any day other than a Saturday, Sunday or other day on which commercial banking institutions in Boston, New York, Hong Kong, Singapore, the Cayman Islands or the PRC are authorized or required by law or executive order to close, or on which a tropical cyclone warning no. 8 or above or a “black” rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. Hong Kong time.

“Code”: The U.S. Internal Revenue Code of 1986, as from time to time amended and in effect, or any successor statute as from time to time in effect.

“Company”: Chindata Group Holdings Limited, an exempted company organized and existing under the Laws of the Cayman Islands.

“Contract”: A contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

“Control”: As used with respect to any Person, the possession, directly or indirectly, of the power or authority to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise; for the avoidance of doubt, such power or authority shall conclusively be presumed to exist by possession of (i) the beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person, or (ii) the power to appoint or elect a majority of the members of the board of directors of such Person. The terms **“Controlled by”** and **“under common Control with”** shall have correlative meanings.

“Covered Transaction”: Any of (i) a consolidation, merger, or similar transaction or series of related transactions, including a sale or other disposition of shares, in which the Company is not the surviving corporation or which results in the acquisition of all or substantially all of the Company’s then outstanding ordinary shares by a single Person or by a group of Persons acting in concert other than the Bain Funds or their Affiliates, (ii) a sale or transfer of all or substantially all of the Company’s assets determined on a consolidated basis to a Person or group other than the Bain Funds or their Affiliates, (iii) a dissolution or liquidation of the Company, or (iv) such other transaction as may be determined by the Administrator.

“Date of Adoption”: The date this Plan is adopted by the Board.

“Employee”: Any Person who is employed by, or otherwise provides service to, a Group Company.

“Employment”: The employment or other service relationship by the Participant (or his/her Affiliates) with a Group Company. Employment will be deemed to continue, unless the Administrator expressly provides otherwise, so long as the Participant (or his/her Affiliates) is employed by, or otherwise is providing services in a capacity described in Section 5 to such Group Company. If a Participant’s (or his/her Affiliates’) employment or other service relationship is with a Group Company and that entity ceases to be a Group Company, the Employment will be deemed to have terminated when the entity ceases to be a Group Company unless (i) the Share Option is assumed or continues or a substituted Share Option is provided under the terms of the Plan and the Participant continues to provide services to the acquiring entity, or (ii) the Participant (or any of his/her Affiliates) transfers Employment to another Group Company with the prior written consent of the Administrator.

“Fair Market Value”: (i) With respect to any Share, as of any date, the value of such Share determined as follows: (a) if the Shares are then listed on a stock exchange, the average closing sales price per share on the exchange for the last preceding ten (10) days on which there was a sale of Shares on such exchange, as determined by the Administrator; provided that, where the Shares are so listed, the Administrator may make discretionary determinations where the Shares have not been traded for ten (10) consecutive trading days immediately before such date; (b) if the Shares are not then listed on a stock exchange but are then traded on an over-the-counter market, the average of the closing bid and asked prices for the Shares in such over-the-counter market for the last ten (10) preceding days on which there was a sale of Shares in such market, as determined by the Administrator; provided that, where the Shares are so traded, the Administrator may make discretionary determinations where the Shares have not been traded for ten (10) consecutive trading days immediately before such date; or (c) if the Shares

are not then listed on a stock exchange or traded on an over-the-counter market, such value as the Administrator in its discretion may in good faith determine; and (ii) with respect to any Share Option, the result of (x) the Fair Market Value (as determined in accordance with the foregoing clause (i)) of the Shares into which such Share Option is exercisable ~~less~~ (y) the aggregate exercise price of such Share Option. Notwithstanding anything to the contrary in the foregoing, if the grant of a Share Option is subject to Section 409A, the Fair Market Value of a Share will be determined in a manner compliant with Section 409A.

“Governmental Authority”: Any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization or national or international stock exchange on which the securities of the applicable Person or its Affiliates are listed.

“Group Companies” or “Group”: Collectively, the Company and the Subsidiaries of the Company, and each, a **“Group Company”**.

“Law”: Any federal, state, territorial, foreign or local law, common law, statute, ordinance, rule, regulation, code, measure, notice, circular, opinion or order of any Governmental Authority, including any rules promulgated by a stock exchange or regulatory body.

“M&AA”: The Second Amended and Restated Memorandum and Articles of Association of the Company, as may be amended, restated, modified or supplemented from time to time.

“Option Exercise Agreement”: Any option exercise agreement and/or supplemental agreement entered into between a Participant and the Company upon exercise of any Share Option.

“Participant”: A person who is granted a Share Option under the Plan.

“Person”: Any individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (as defined in Section 13(d)(3) of the United States Securities Exchange Act of 1934, as amended), trust, association, entity or Governmental Authority.

“Plan”: This Chindata Group Holdings Limited 2020 Share Option Plan as from time to time amended and in effect.

“PRC”: The People’s Republic of China, excluding, for purposes of this Plan, the Hong Kong Special Administrative Region of the People’s Republic of China, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“PRC Resident”: Any Participant who is resident of the PRC under applicable PRC Laws.

“SAFE”: The State Administration of Foreign Exchange of the People’s Republic of China.

“Section 409A”: Section 409A of the Code and the Treasury Regulations and guidance promulgated thereunder.

“Securities Act”: The U.S. Securities Act of 1933, as amended.

“Shares”: Ordinary shares of the Company, par value \$0.00001 per share, with the rights, privileges and restrictions as set forth in the M&AA and in the applicable Award Agreement and Option Exercise Agreement for the Share Options upon exercise of which such Shares are issued.

“Share Option”: An option entitling the holder to acquire Shares upon payment of the exercise price.

“Stack Holdings”: BCPE Stack Holdings, L.P., an exempted limited partnership established under the Laws of the Cayman Islands.

“Subsidiary”: With respect to any Person, each other Person in which the first Person (i) owns, directly or indirectly, share capital or other equity interests representing more than fifty percent (50%) of the outstanding voting stock or other equity interests; (ii) holds the rights to more than fifty percent (50%) of the economic interest of such other Person; or (iii) has a relationship such that the financial statements of the other Person may be consolidated into the financial statements of the first Person under applicable accounting conventions.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2020 Share Option Plan of Chindata Group Holdings Limited of our reports dated April 29, 2022, with respect to the consolidated financial statements of Chindata Group Holdings Limited and the effectiveness of internal control over financial reporting of Chindata Group Holdings Limited included in its Annual Report (Form 20-F) for the year ended December 31, 2021, filed with the Securities and Exchange Commission.

/s/ Ernst & Young Hua Ming LLP

Beijing, the People's Republic of China

June 24, 2022