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

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**FORM 20-F**

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(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2020

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report \_\_\_\_\_

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-38429

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**Bilibili Inc.**

(Exact Name of Registrant as Specified in Its Charter)

N/A

(Translation of Registrant's Name Into English)

Cayman Islands

(Jurisdiction of Incorporation or Organization)

Building 3, Guozheng Center, No. 485 Zhengli Road, Yangpu District  
Shanghai, 200433

People's Republic of China  
(Address of Principal Executive Offices)

Xin Fan, Chief Financial Officer

Building 3, Guozheng Center, No. 485 Zhengli Road, Yangpu District  
Shanghai, 200433

People's Republic of China

Phone: +86 21 25099255

Email: sam@bilibili.com

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

**SECURITIES REGISTERED OR TO BE REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT:**

| Title of Each Class  | Trading Symbol(s) | Name of Each Exchange On Which Registered |
|--|-------------------|---|
| American depository shares, each representing one Class Z ordinary share | BILI              | Nasdaq Global Select Market               |
| Class Z ordinary shares, par value US\$0.0001 per share*                 |                   | Nasdaq Global Select Market               |

\* Not for trading, but only in connection with the listing on the Nasdaq Global Select Market of American depository shares.

**SECURITIES REGISTERED OR TO BE REGISTERED PURSUANT TO SECTION 12(G) OF THE ACT:**

None  
(Title of Class)

SECURITIES FOR WHICH THERE IS A REPORTING OBLIGATION PURSUANT TO SECTION 15(D) OF THE ACT:

None  
(Title of Class)

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Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

As of December 31, 2020, there were 351,919,952 ordinary shares outstanding, par value \$0.0001 per share, being the sum of 83,715,114 Class Y ordinary shares and 268,204,838 Class Z ordinary shares (excluding 3,302,327 Class Z ordinary shares issued and reserved for future issuance upon the exercising or vesting of awards granted under our share incentive plans).

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  Yes  No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.  Yes  No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).  Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Emerging growth company

If an emerging growth company that prepare its financial statements in accordance with U.S. GAAP, 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 13(a) of the Exchange Act.

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP  International Financial Reporting Standards as issued by the International Accounting Standards Board  Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.  Item 17  Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.  Yes  No

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## INTRODUCTION

Unless otherwise indicated and except where the context otherwise requires, references in this annual report on Form 20-F to:

- “ADRs” are to the American depositary receipts that evidence our ADSs;
- “ADSs” are to our American depositary shares, each of which represents one Class Z ordinary share;
- “average monthly interactions” for a period is calculated by dividing the total number of interactions based on our interactions features such as bullet chats, commentaries, following, favorites, sharing, bilibili moment posts and like, among other things, during the specified period by the number of months in such period;
- “average monthly revenue per paying user” for a period is calculated by dividing the sum of revenues from mobile games and VAS during the specified period by the total number of monthly paying users during such period;
- “average monthly revenue per MAU” for a period is calculated dividing the sum of revenues during the specified period by the total number of MAU during that period then further by the number of months in the specified period;
- “average daily time spent per active user on our mobile apps” for a period is calculated by dividing the total time spent on our mobile apps during the specified period (excluding time spent on Bilibili operating games, Bilibili Comic and Maoer) by the average number of active users per day during such period, further divided by the number of days during the specified period;
- “Bilibili,” “we,” “us,” “our company” and “our” are to Bilibili Inc., its subsidiaries and its consolidated affiliated entities;
- “bullet chat” or “bullet chatting” are to a commenting function that enables content viewers to send comments that fly across the screen like bullets, which we refer to as bullet chats herein. Bullet chats are context-based and can be viewed by the audiences who watch the same content, and therefore can intrigue interactive commenting among content viewers. Only official member can send bullet chats on our platform;
- “China” or the “PRC” are to the People’s Republic of China, excluding, for the purposes of this annual report only, Hong Kong, Macau and Taiwan;
- “Class Y ordinary shares” are to our Class Y ordinary shares, par value US\$0.0001 per share;
- “Class Z ordinary shares” are to our Class Z ordinary shares, par value US\$0.0001 per share;
- “Generation Z+” or “Gen Z+” are to, for the purposes of this annual report only, the demographic cohort of individuals in China born from 1985 to 2009;
- “monthly active users” or “MAU” are to the sum of our mobile apps MAU and PC MAU after eliminating duplicates so that each active registered user that logged on both our Bilibili mobile app and our Bilibili PC website would only be counted towards mobile apps MAU and not PC MAU during a given month. We calculate mobile apps MAU based on the number of mobile devices (including smart TV and other smart devices) that launched our mobile apps during a given month. Starting from the first quarter of 2019, we count mobile MAU of Bilibili Comic, a mobile app offering anime and comic content, and Maoer, an audio platform offering audio drama, towards our MAU. We calculate PC MAU by dividing the total number of IP addresses used by users to visit our PC website during a given month by an estimate of the average number of IP addresses used by each user. “Average MAU” for a period is calculated by dividing the sum of MAU during the specified period by the number of months in such period;

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- “official members” are to users who pass our multiple-choice membership exam consisting of 100 questions, after which additional interactive and community features, such as bullet chatting and commenting, will become available to them;
- “our platform” are to “Bilibili” mobile apps, PC websites, Smart TV, Bilibili Comic, Maoer and a variety of related features, functionalities, tools and services that we provide to users and content creators;
- “occupationally generated videos” or “OGV” are to Bilibili-produced or jointly produced content and licensed content procured from third-party production companies;
- “paying users” on our platform are to users who make payments for various products and services on our platform, including purchases in mobile games offered on our platform and payments for VAS (excluding purchases on our e-commerce platform). A user who makes payments across different products and services offered on our platform using the same registered account is counted as one paying user and we add the number of paying users of Maoer towards our total paying users without eliminating duplicates. “Average monthly paying user” for a period is calculated by dividing the sum of monthly paying users during the specified period by the number of months in such period;
- “professional user generated videos” or “PUGV” are to videos generated by users that exhibits creativity as well as a certain level of professional production and editing capabilities;
- “retention rate”, as applied to any cohort of users who visit our platform in a given period, are to the percentage of these users who make at least one repeat visit after a certain duration; the “12th-month retention rate” for any cohort of users in a given month is the retention rate in the twelfth month after the applicable month;
- “premium members” are to members who have subscribed to our premium membership, which allow these members to enjoy exclusive or advance access to our premium content. We calculate premium members based on the number of members whose premium package is still valid by the last day of a given month;
- “RMB” and “Renminbi” are to the legal currency of China;
- “shares” or “ordinary shares” are to our Class Y and Class Z ordinary shares, par value US\$0.0001 per share;
- “US\$,” “U.S. dollars,” “\$,” and “dollars” are to the legal currency of the United States;
- “VAS” are to value-added services, including premium membership, live broadcasting, Bilibili Comic, Maoer and other value-added services;
- “video-based content” are to, for the purposes of this annual report only, video content on video-centric platforms and non-video-centric platforms as well as mobile games. Non-video-centric platforms include social media, instant messaging, e-commerce, browser, and other kind of platforms;
- “videolization” are to the trend of video integrating into the scenarios of everyday life and;
- “young generations” are to, for the purposes of this annual report only, people aged 35 or below.

Our reporting currency is the Renminbi because our business is mainly conducted in China and a substantial majority of our revenues is denominated in Renminbi. This annual report contains translations of Renminbi amounts into U.S. dollars at specific rates solely for the convenience of the reader. The conversion of Renminbi into U.S. dollars in this annual report is based on the exchange rate set forth in the H.10 statistical release of the Board of Governors of the Federal Reserve System. Unless otherwise noted, all translations from Renminbi to U.S. dollars and from U.S. dollars to Renminbi in this annual report were made at a rate of RMB6.5250 to US\$1.00, the exchange rate on December 31, 2020 set forth in the H.10 statistical release of the Board of Governors of the Federal Reserve System. We make no representation that any Renminbi or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or Renminbi, as the case may be, at any particular rate, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of Renminbi into foreign exchange and through restrictions on foreign trade.

## FORWARD-LOOKING STATEMENTS

This annual report on Form 20-F contains forward-looking statements that reflect our current expectations and views of future events. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements. These statements are made under the “safe harbor” provisions of the U.S. Private Securities Litigations Reform Act of 1995.

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

- our goals and strategies;
- our future business development, financial conditions and results of operations;
- the expected growth of the online entertainment and mobile games industries in China;
- our expectations regarding demand for and market acceptance of our products and services;
- our expectations regarding our relationships with users, content providers, game developers and publishers, advertisers and other partners;
- competition in our industry;
- relevant government policies and regulations relating to our industry;
- the outcome of any current and future litigation or legal or administrative proceedings; and
- other factors described under “Item 3. Key Information—D. Risk Factors.”

You should read this annual report and the documents that we refer to in this annual report and have filed as exhibits to this annual report completely and with the understanding that our actual future results may be materially different from what we expect. Other sections of this annual report discuss factors which could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors emerge from time to time and it is not possible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements.

You should not rely upon forward-looking statements as predictions of future events. The forward-looking statements made in this annual report relate only to events or information as of the date on which the statements are made in this annual report. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

**PART I.**

**ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS**

Not applicable.

**ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE**

Not applicable.

**ITEM 3. KEY INFORMATION**

**A. Selected Financial Data**

**Our Selected Consolidated Financial Data**

The following table presents the selected consolidated financial information of our company. Our selected consolidated statements of operations and comprehensive loss data and selected consolidated statements of cash flow data presented below for the years ended December 31, 2018, 2019 and 2020 and our selected consolidated balance sheet data as of December 31, 2018, 2019 and 2020 have been derived from our audited consolidated financial statements included elsewhere in this annual report. Our selected consolidated statements of operations and comprehensive loss data and selected consolidated statements of cash flow data presented below for the years ended December 31, 2016 and 2017 and our selected consolidated balance sheet data as of December 31, 2016 and 2017 have been derived from our consolidated financial statements which are not included in this annual report. Our consolidated financial statements are prepared in accordance with U.S. GAAP.

Starting from January 1, 2018, we adopted Accounting Standards Codification 606, Revenue from Contracts with Customers, or ASC 606, using the modified retrospective method. The consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018, 2019 and 2020 presented below have been prepared in accordance with ASC 606, while the comparative information for the years ended December 31, 2016 and 2017 presented below have not been restated and continue to be reported under the accounting standards in effect for those periods. Starting from January 1, 2019, we adopted ASC 842, Leases, using the modified retrospective method. The consolidated balance sheet data as of December 31, 2019 and 2020 presented below has been prepared in accordance with ASC 842, while the comparative information for those periods prior to January 1, 2019, presented below have not been restated and continue to be reported under the accounting standards in effect for those periods. Starting from January 1, 2020, we adopted ASC 326, Financial Instruments—Credit Losses, using the modified retrospective method. The consolidated balance sheet data as of December 31, 2020 presented below has been prepared in accordance with ASC 326, while the comparative information for those periods prior to January 1, 2020, presented below have not been restated and continue to be reported under the accounting standards in effect for those periods. Our historical results are not necessarily indicative of results expected for future periods.

You should read the selected consolidated financial information in conjunction with our consolidated financial statements and related notes and “Item 5. Operating and Financial Review and Prospects” included elsewhere in this annual report. Our historical results are not necessarily indicative of our results expected for future periods.

|  | For the Year Ended December 31,                     |                  |                  |                    |                    | 2020             | US\$ |
|--|---|------------------|------------------|--------------------|--------------------|------------------|------|
|  | 2016  | 2017             | 2018             | 2019               | 2020               |                  |      |
|  | RMB   | RMB              | RMB              | RMB                | RMB                |                  |      |
|  | (in thousands, except for share and per share data) |                  |                  |                    |                    |                  |      |
| <b>Selected Consolidated Statements of Operations and Comprehensive Loss Data:</b> |   |                  |                  |                    |                    |                  |      |
| Net revenues   | 523,310   | 2,468,449        | 4,128,931        | 6,777,922          | 11,998,976         | 1,838,924        |      |
| Cost of revenues <sup>(1)</sup>  | (772,812)   | (1,919,241)      | (3,273,493)      | (5,587,673)        | (9,158,800)        | (1,403,648)      |      |
| <b>Gross (loss)/profit</b>   | <b>(249,502)</b>                                    | <b>549,208</b>   | <b>855,438</b>   | <b>1,190,249</b>   | <b>2,840,176</b>   | <b>435,276</b>   |      |
| <b>Operating expenses:</b>   |   |                  |                  |                    |                    |                  |      |
| Sales and marketing expenses (1)   | (102,659)   | (232,489)        | (585,758)        | (1,198,516)        | (3,492,091)        | (535,186)        |      |
| General and administrative expenses (1)  | (451,334)   | (260,898)        | (461,165)        | (592,497)          | (976,082)          | (149,592)        |      |
| Research and development expenses (1)  | (91,222)  | (280,093)        | (537,488)        | (894,411)          | (1,512,966)        | (231,872)        |      |
| Total operating expenses   | (645,215)   | (773,480)        | (1,584,411)      | (2,685,424)        | (5,981,139)        | (916,650)        |      |
| <b>Loss from operations</b>  | <b>(894,717)</b>                                    | <b>(224,272)</b> | <b>(728,973)</b> | <b>(1,495,175)</b> | <b>(3,140,963)</b> | <b>(481,374)</b> |      |

|  | For the Year Ended December 31, |                  |                  |                    |                    |                  |
|--|---------------------------------|------------------|------------------|--------------------|--------------------|------------------|
|  | 2016                            | 2017             | 2018             | 2019               | 2020               |                  |
|  | RMB                             | RMB              | RMB              | RMB                | RMB                | US\$             |
| (in thousands, except for share and per share data)                            |                                 |                  |                  |                    |                    |                  |
| <b>Other income:</b>   |                                 |                  |                  |                    |                    |                  |
| Investment income, net<br>(including impairments)                              | 9,795                           | 22,957           | 96,440           | 96,610             | 28,203             | 4,322            |
| Interest income  | 1,502                           | 1,483            | 68,706           | 162,782            | 83,301             | 12,766           |
| Interest expense   | —                               | —                | —                | (46,543)           | (108,547)          | (16,636)         |
| Exchange (losses)/gains  | (21,267)                        | 6,445            | (1,661)          | (11,789)           | 41,717             | 6,393            |
| Others, net  | (3,668)                         | 18,518           | 26,455           | 26,412             | 95,641             | 14,660           |
| <b>Loss before tax</b>   | <b>(908,355)</b>                | <b>(174,869)</b> | <b>(539,033)</b> | <b>(1,267,703)</b> | <b>(3,000,648)</b> | <b>(459,869)</b> |
| Income tax   | (3,141)                         | (8,881)          | (25,988)         | (35,867)           | (53,369)           | (8,180)          |
| <b>Net loss</b>  | <b>(911,496)</b>                | <b>(183,750)</b> | <b>(565,021)</b> | <b>(1,303,570)</b> | <b>(3,054,017)</b> | <b>(468,049)</b> |
| Accretion to redeemable noncontrolling interests                               | —                               | —                | —                | —                  | (4,292)            | (658)            |
| Accretion to Pre-IPO Preferred Shares redemption value                         | (161,933)                       | (258,554)        | (64,605)         | —                  | —                  | —                |
| Deemed dividend in connection with repurchase of<br>Pre-IPO Preferred Shares   | (113,151)                       | (129,244)        | —                | —                  | —                  | —                |
| Net loss attributable to noncontrolling interests                              | 1,430                           | —                | 13,301           | 14,597             | 46,605             | 7,143            |
| <b>Net loss attributable to the Bilibili Inc.'s shareholders</b>               | <b>(1,185,150)</b>              | <b>(571,548)</b> | <b>(616,325)</b> | <b>(1,288,973)</b> | <b>(3,011,704)</b> | <b>(461,564)</b> |
| <b>Net loss</b>  | <b>(911,496)</b>                | <b>(183,750)</b> | <b>(565,021)</b> | <b>(1,303,570)</b> | <b>(3,054,017)</b> | <b>(468,049)</b> |
| <b>Other comprehensive income/(loss)</b>                                       |                                 |                  |                  |                    |                    |                  |
| Foreign currency translation adjustments                                       | 58,048                          | (75,695)         | 296,030          | 140,152            | (325,100)          | (49,823)         |
| <b>Total other comprehensive income/(loss)</b>                                 | <b>58,048</b>                   | <b>(75,695)</b>  | <b>296,030</b>   | <b>140,152</b>     | <b>(325,100)</b>   | <b>(49,823)</b>  |
| <b>Total comprehensive loss</b>  | <b>(853,448)</b>                | <b>(259,445)</b> | <b>(268,991)</b> | <b>(1,163,418)</b> | <b>(3,379,117)</b> | <b>(517,872)</b> |
| Accretion to redeemable noncontrolling interests                               | —                               | —                | —                | —                  | (4,292)            | (658)            |
| Accretion to Pre-IPO Preferred Shares redemption value                         | (161,933)                       | (258,554)        | (64,605)         | —                  | —                  | —                |
| Deemed dividend in connection with repurchase of<br>Pre-IPO Preferred Shares   | (113,151)                       | (129,244)        | —                | —                  | —                  | —                |
| Net loss attributable to noncontrolling interests                              | 1,430                           | —                | 13,301           | 14,597             | 46,605             | 7,143            |
| <b>Comprehensive loss attributable to the Bilibili Inc.'s<br/>shareholders</b> | <b>(1,127,102)</b>              | <b>(647,243)</b> | <b>(320,295)</b> | <b>(1,148,821)</b> | <b>(3,336,804)</b> | <b>(511,387)</b> |
| Net loss per share, basic  | (20.42)                         | (8.17)           | (2.64)           | (3.99)             | (8.71)             | (1.33)           |
| Net loss per share, diluted  | (20.42)                         | (8.17)           | (2.64)           | (3.99)             | (8.71)             | (1.33)           |
| Net loss per ADS, basic  | —                               | —                | (2.64)           | (3.99)             | (8.71)             | (1.33)           |
| Net loss per ADS, diluted  | —                               | —                | (2.64)           | (3.99)             | (8.71)             | (1.33)           |
| Weighted average number of ordinary shares, basic                              | 58,038,570                      | 69,938,570       | 233,047,703      | 323,161,680        | 345,816,023        | 345,816,023      |
| Weighted average number of ordinary shares, diluted                            | 58,038,570                      | 69,938,570       | 233,047,703      | 323,161,680        | 345,816,023        | 345,816,023      |
| Weighted average number of ADS, basic  | —                               | —                | 233,047,703      | 323,161,680        | 345,816,023        | 345,816,023      |
| Weighted average number of ADS, diluted  | —                               | —                | 233,047,703      | 323,161,680        | 345,816,023        | 345,816,023      |

Note:

(1) Share-based compensation expenses were allocated as follows:



|                                     | For the Year Ended December 31, |               |                |                |                |               |
|-------------------------------------|---------------------------------|---------------|----------------|----------------|----------------|---------------|
|                                     | 2016                            | 2017          | 2018           | 2019           | 2020           |               |
|                                     | RMB                             | RMB           | RMB            | RMB            | RMB            | US\$          |
|                                     | (in thousands)                  |               |                |                |                |               |
| Cost of revenues                    | 3,775                           | 7,936         | 28,173         | 23,281         | 37,087         | 5,684         |
| Sales and marketing expenses        | 3,029                           | 3,423         | 11,499         | 14,269         | 40,808         | 6,254         |
| General and administrative expenses | 353,806                         | 56,746        | 102,544        | 68,497         | 181,753        | 27,855        |
| Research and development expenses   | 4,878                           | 11,849        | 38,977         | 66,503         | 126,250        | 19,349        |
| <b>Total</b>                        | <b>365,488</b>                  | <b>79,954</b> | <b>181,193</b> | <b>172,550</b> | <b>385,898</b> | <b>59,142</b> |

|   | As of December 31, |                  |                   |                   |                   |                  |
|---|--------------------|------------------|-------------------|-------------------|-------------------|------------------|
|   | 2016               | 2017             | 2018              | 2019              | 2020              |                  |
|   | RMB                | RMB              | RMB               | RMB               | RMB               | US\$             |
|   | (in thousands)     |                  |                   |                   |                   |                  |
| <b>Selected Consolidated Balance Sheet Data:</b>  |                    |                  |                   |                   |                   |                  |
| Current assets:                                   |                    |                  |                   |                   |                   |                  |
| Cash and cash equivalents                         | 387,198            | 762,882          | 3,540,031         | 4,962,660         | 4,678,109         | 716,952          |
| Time deposits                                     | —                  | 1,960            | 749,385           | 1,844,558         | 4,720,089         | 723,385          |
| Accounts receivable, net                          | 110,666            | 392,942          | 324,392           | 744,845           | 1,053,641         | 161,478          |
| Prepayments and other current assets              | 185,378            | 477,265          | 990,851           | 1,315,901         | 1,765,787         | 270,619          |
| Short-term investments                            | 712,564            | 488,391          | 945,338           | 1,260,810         | 3,357,189         | 514,511          |
| Non-current assets:                               |                    |                  |                   |                   |                   |                  |
| Intangible assets, net                            | 282,472            | 426,292          | 1,419,435         | 1,657,333         | 2,356,959         | 361,220          |
| Goodwill  | 50,967             | 50,967           | 941,488           | 1,012,026         | 1,295,786         | 198,588          |
| Long-term investments, net                        | 377,031            | 635,952          | 979,987           | 1,251,129         | 2,232,938         | 342,213          |
| <b>Total assets</b>                               | <b>2,166,710</b>   | <b>3,473,525</b> | <b>10,490,036</b> | <b>15,516,567</b> | <b>23,865,608</b> | <b>3,657,566</b> |
| <b>Total current liabilities</b>                  | <b>628,100</b>     | <b>1,397,994</b> | <b>3,298,834</b>  | <b>4,272,597</b>  | <b>7,391,548</b>  | <b>1,132,805</b> |
| Long-term debt                                    | —                  | —                | —                 | 3,414,628         | 8,340,922         | 1,278,302        |
| <b>Total liabilities</b>                          | <b>628,100</b>     | <b>1,397,994</b> | <b>3,298,834</b>  | <b>7,880,107</b>  | <b>16,083,404</b> | <b>2,464,891</b> |
| Net current assets                                | 772,706            | 755,106          | 3,251,163         | 6,051,467         | 8,347,999         | 1,279,386        |
| Net assets  | 1,538,610          | 2,075,531        | 7,191,202         | 7,636,460         | 7,782,204         | 1,192,675        |
| Total mezzanine equity                            | 2,861,613          | 4,015,043        | —                 | —                 | —                 | —                |
| Noncontrolling interests                          | 357                | —                | 240,406           | 583,976           | 182,004           | 27,893           |
| Total shareholders' (deficit)/equity              | (1,323,003)        | (1,939,512)      | 7,191,202         | 7,636,460         | 7,782,204         | 1,192,675        |
| <b>Total liabilities and shareholders' equity</b> | <b>2,166,710</b>   | <b>3,473,525</b> | <b>10,490,036</b> | <b>15,516,567</b> | <b>23,865,608</b> | <b>3,657,566</b> |

|   | As of December 31, |           |             |             |             |             |
|---|--------------------|-----------|-------------|-------------|-------------|-------------|
|   | 2016               | 2017      | 2018        | 2019        | 2020        |             |
|   | RMB                | RMB       | RMB         | RMB         | RMB         | US\$        |
|   | (in thousands)     |           |             |             |             |             |
| <b>Selected Consolidated Statements of Cash Flow Data:</b>                              |                    |           |             |             |             |             |
| Net cash (used in)/provided by operating activities                                     | (198,967)          | 464,550   | 737,286     | 194,551     | 753,103     | 115,418     |
| Net cash used in investing activities   | (1,187,300)        | (716,254) | (3,196,394) | (3,958,277) | (8,906,821) | (1,365,029) |
| Net cash provided by financing activities   | 1,024,087          | 675,533   | 4,974,810   | 5,078,842   | 8,335,419   | 1,277,458   |
| Effect of exchange rate changes on cash and cash equivalents held in foreign currencies | 49,606             | (48,145)  | 261,447     | 107,513     | (466,252)   | (71,456)    |
| Net (decrease)/ increase in cash and cash equivalents                                   | (312,574)          | 375,684   | 2,777,149   | 1,422,629   | (284,551)   | (43,609)    |
| Cash and cash equivalents at beginning of the year                                      | 699,772            | 387,198   | 762,882     | 3,540,031   | 4,962,660   | 760,561     |
| Cash and cash equivalents at end of the year  | 387,198            | 762,882   | 3,540,031   | 4,962,660   | 4,678,109   | 716,952     |

**B. Capitalization and Indebtedness**

Not applicable.

**C. Reasons for the Offer and Use of Proceeds**

Not applicable.

**D. Risk Factors**

**Summary Risk Factors**

Our business is subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, cash flows, and prospects. These risks are discussed more fully below and include, but are not limited to, risks related to:

***Risks Related to Our Business and Industry***

- We operate in a fast-evolving industry. We cannot guarantee that we will successfully implement our commercialization strategies or develop new ones, or generate sustainable revenues and profit.
- We have incurred significant losses and we may continue to experience losses in the future.
- If we fail to anticipate user preferences and provide products and services to attract and retain users, or if we fail to keep up with rapid changes in technologies and their impact on user behavior, we may not be able to attract sufficient user traffic to remain competitive, and our business and prospects may be materially and adversely affected.
- Our business depends on our ability to provide users with interesting and useful content, which in turn depends on the content contributed by the content creators on our platform.
- Increases in the costs of content on our platform may have an adverse effect on our business, financial condition and results of operations;
- Our auditor is not inspected by the PCAOB and, as such, you are deprived of the benefits of such inspection. In addition, various legislative and regulatory developments related to U.S.-listed China-based companies due to lack of PCAOB inspection and other developments may have a material adverse impact on our listing and trading in the U.S. and the trading prices of our ADSs.

***Risks Related to Our Corporate Structure***

- If the PRC government finds that the agreements that establish the structure for operating our businesses in China do not comply with PRC regulations on foreign investment in internet and other related businesses, or if these regulations or their interpretation change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.
- We rely on contractual arrangements with our VIEs and their shareholders for our operations in China, which may not be as effective in providing operational control as direct ownership.
- We may lose the ability to use and enjoy assets held by our VIEs and their subsidiaries that are important to our business if our VIEs and their subsidiaries declare bankruptcy or become subject to a dissolution or liquidation proceeding.

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- Contractual arrangements we have entered into with our VIEs may be subject to scrutiny by the PRC tax authorities. A finding that we owe additional taxes could negatively affect our financial condition and the value of your investment.

### ***Risks Related to Doing Business in China***

- Uncertainties in the interpretation and enforcement of PRC laws and regulations could limit the legal protections available to you and us.
- We face uncertainties with respect to the interpretation and implementation of the Anti-Monopoly Guidelines for the Internet Platform Economy Sector.
- Regulation and censorship of information disseminated over the mobile and internet in China may adversely affect our business and subject us to liability for content posted on our platform.
- Adverse changes in economic and political policies of the PRC government could have a material and adverse effect on overall economic growth in China, which could materially and adversely affect our business.

### ***Risks Related to Our ADSs***

- The trading price of our listed securities has been and is likely to continue to be volatile, regardless of our operating performance, which could result in substantial losses to our investors.
- We may need additional capital, and the sale of additional Class Z ordinary shares and/or ADSs or other equity securities could result in additional dilution to our shareholders, and the incurrence of additional indebtedness could increase our debt obligations.
- Conversion of our convertible senior notes may dilute the ownership interest of the existing shareholders, including holders who had previously converted their notes.
- Provisions of our convertible senior notes could discourage an acquisition of us by a third-party.
- Our dual-class share structure with different voting rights will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class Z ordinary shares and ADSs may view as beneficial.

## Risks Related to Our Business and Industry

***We operate in a fast-evolving industry. We cannot guarantee that we will successfully implement our commercialization strategies or develop new ones, or generate sustainable revenues and profit.***

We operate in a fast-evolving industry, and our commercialization model is evolving. We generate revenues primarily by providing our users with valuable content, such as videos, mobile games and VAS. We also generate revenues from advertising, e-commerce and other services. We cannot assure you that we can successfully implement the existing commercialization strategies to sustainably generate growing revenues, or that we will be able to develop new commercialization strategies to grow our revenues. If our strategic initiatives do not enhance our ability to monetize or enable us to develop new commercialization approaches, we may not be able to maintain or increase our revenues or recover any associated costs. In addition, we may introduce new products and services to expand our revenue streams, including products and services with which we have little or no prior development or operating experience. If these new or enhanced products or services fail to engage users, content creators or business partners, we may fail to diversify our revenue streams or generate sufficient revenues to justify our investments and costs, and our business and operating results may suffer as a result.

***We have incurred significant losses and we may continue to experience losses in the future.***

We have incurred significant losses in the past. In 2018, 2019 and 2020, respectively, we had loss from operations of RMB729.0 million, RMB1,495.2 million, and RMB3,141.0 million (US\$481.4 million), respectively. We cannot assure you that we will be able to generate profits in the future. Our ability to achieve profitability depends in large part on our ability to manage our costs and expenses. We intend to manage and control our costs and expenses as a proportion of our total revenues, but there can be no assurance that we will achieve this goal. We may experience losses in the future due to our continued investments in technology, talent, content, brand recognition, user base expansion and other initiatives. In addition, our ability to achieve and sustain profitability is affected by various factors, some of which are beyond our control, such as changes in macroeconomic and regulatory environment or competitive dynamics in the industry. Accordingly, you should not rely on our financial results of any prior period as an indication of our future performance.

***If we fail to anticipate user preferences and provide products and services to attract and retain users, or if we fail to keep up with rapid changes in technologies and their impact on user behavior, we may not be able to attract sufficient user traffic to remain competitive, and our business and prospects may be materially and adversely affected.***

Our ability to retain, grow and engage our user base depends heavily on our ability to provide a superior user experience. We must offer quality content covering a wide range of interests and formats, introduce successful new products and services, develop user-friendly platform features, and push effective content feeds recommendations. In particular, we must encourage content creators to upload more appealing professional user generated content and we must source more popular licensed content. We must also keep providing our users with features and functions that could enable superior content viewing and social interaction experience. If we are unable to provide a superior user experience, our user base and user engagement may decline, which may materially and adversely affect our business and growth prospects.

We maintain a large content library primarily consisting of PUGV and OGV, and are developing new features to attract and retain our users. In order to expand our content library, we must continue to work with our content creators and incentivize them to produce content that reflects cultural trends and maintain good business relationships with licensors of premium copyrighted content to renew our licenses and source new professionally produced content. Our content creators and licensors may choose to work with other large online video platforms to distribute their content if such platforms can offer better products, services or terms than we do. We cannot assure you that we will be able to attract our content creators to upload their content to our platform or renew or enter into license agreements on commercially reasonable terms with our licensors or at all.

In addition, the industry in which we operate is characterized by rapidly changing technologies and changing user expectations. To remain competitive, we must adapt our products and services to evolving industry standards and improve the performance and reliability of our products and services to be able to adapt to these changes and innovate in response to evolving user expectations. Developing and integrating new content, products, services and technologies into our existing platform could be expensive and time-consuming, and these efforts may not yield the benefits we expect. If we fail to develop new products, services or innovative technologies on a timely basis, or our new products, services or technologies are not accepted by our users, our business, financial performance and prospects could be materially and adversely affected. We cannot assure you that we can anticipate user preferences and industry changes and respond to such changes in a timely and effective manner. In addition, changes in user behavior resulting from technological developments may also adversely affect us. For example, the number of people accessing the internet through mobile devices, including mobile phones, tablets and other hand-held devices, has increased in recent years, and we expect this trend to continue while 4G, 5G and more advanced mobile communications technologies are broadly implemented. If we fail to develop products and technologies that are compatible with all mobile devices, or if the products and services we develop are not widely accepted and used by users of various mobile devices, we may not be able to penetrate the mobile markets. In addition, the widespread adoption of new internet, networking or telecommunications technologies or other technological changes could require substantial expenditures to modify or integrate our products, services or infrastructure. If we fail to keep up with rapid technological changes to remain competitive, our future success may be adversely affected.

***Our business depends on our ability to provide users with interesting and useful content, which in turn depends on the content contributed by the content creators on our platform.***

The quality of the content offered on our platform and our users' level of engagement are critical to our success. In order to attract and retain users and compete effectively, we must offer interesting and useful content and enhance our users' viewing experience. It is vital to our operations that we remain sensitive to and responsive to evolving user preferences and offer content that appeals to our users and members. In 2020, 91.4% of the total video views are of PUGV, as compared to 90.1% in 2019. Thus far, we have been generally able to encourage our content creators to create and upload PUGV that are appealing to our users. We have also been providing our content creators with support and guidance in various forms, including technical support for content distribution, editing and uploading. However, we cannot assure you that our content creators can contribute to create popular professional user generated content for our platform. If our content creators cease to contribute content, or their uploaded content fails to attract or retain our users, we may experience a decline in user traffic and user engagement. If the number of users or the level of user engagement declines, we may suffer a reduction in revenue.

***Increases in the costs of content on our platform may have an adverse effect on our business, financial condition and results of operations.***

We need to acquire or produce popular content to provide our users with an engaging and satisfying viewing experience. We recorded content costs in our cost of revenue of RMB543.0 million, RMB1,001.6 million and RMB1,875.5 million (US\$287.4 million) in 2018, 2019 and 2020, respectively. Increases in market prices for licensed content and live broadcasting rights may also have an adverse effect on our business, financial condition and results of operations. For example, in September 2020, we formed a strategic partnership with Riot Games, the developer of leading MOBA League of Legends, among others, for granting us a three-year exclusive license for live broadcasting the League of Legends Esports global events in China beginning in 2020 through the 2023 Mid-Season Invitational, at an aggregate purchase price of RMB800 million (US\$122.6 million). If we are not able to procure licensed content at commercially acceptable costs, our business and results of operations will be adversely impacted. In addition, if we are unable to generate sufficient revenues to outpace the increase in market prices for licensed content, our business, financial condition and results of operations may be adversely affected. In 2018, we started to devote more resources in producing our original content. We rely on our in-house team to generate creative ideas for original content and to supervise the original content origination and production process, and we intend to continue to invest resources in content production. If we are not able to compete effectively for talent or attract and retain top talent at reasonable costs, our original content production capabilities would be negatively impacted.

***If the content contained within videos, live broadcasting, games, audios and other content formats on our platform is deemed to violate any PRC laws or regulations, considered inappropriate or offensive, our business, financial condition and results of operations may be materially and adversely affected.***

The PRC government and regulatory authorities have adopted regulations governing content contained within videos, live broadcasting, games, audios and other information over the internet. Under these regulations, internet content providers are prohibited from posting or displaying content that, among other things, violates PRC laws and regulations, impairs the national dignity of China or the public interest, or is obscene, superstitious, fraudulent, violent or defamatory on the internet. Internet content providers are also prohibited from displaying content that may be deemed by relevant government authorities as “socially destabilizing” or leaking “state secrets” of China. The PRC government and regulatory authorities strengthen the regulations on internet content from time to time, such as the Opinion on Strictly Regulating Online Game Market Management jointly adopted by a few authorities in December 2017, the Regulations on Administration of Network Short Video Platforms, the Censoring Criteria for Network Short Video Content, promulgated in January 2019 by China Netcasting Services Association, or the CNSA, and the Administrative Provisions on Online Audio-Visual Information Services, effective from January 1, 2020. The enactment of these regulations may significantly increase our compliance costs in recruiting additional content reviewers and training them to identify the prohibited content timely and accurately. Any failure to comply with these regulations may subject us to liability. In November 2020, the NRTA further promulgated the Notice on Strengthening the Management of Online Show Live Broadcasting and E-commerce Live Broadcasting (“Notice 78”) which requests the live broadcasting platforms for online shows to strengthen positive value guidance and to prevent the spread of the trends of wealth flaunting, money worshiping and vulgarity. For more information, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Transmission of Audio-Visual Programs” and “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Live Broadcasting Services.”

In addition to licensed content provided by copyright owners, we allow our users to upload content to our platform. Our users can upload all types of content including self-created and professionally produced content and certain graphical files for the purpose of updating user biographies and content covers. Currently only registered users are allowed to upload content to our platform. We maintain two levels of content management and review procedures to monitor the content uploaded to our platform to ensure that no content that may be deemed to be prohibited by government rules and regulations is posted and to promptly remove any infringing content. Our content screening team is dedicated to screening and monitoring the content uploaded on our platform on a 24-hour, 7-day basis. For more details relating to our content monitoring procedures, see “Item 4. Information on the Company—B. Business Overview—Content Management and Review.” However, there can be no assurance that we can identify all the videos or other content that may violate relevant laws and regulations due to the large amount of content uploaded by our users every day.

***If the content contained within videos, live broadcasting, games, audios and other content formats on our platform is considered inappropriate or offensive, our business, financial condition and results of operations may be materially and adversely affected.***

Failure to identify and prevent illegal or inappropriate content from being uploaded and/or streamed on our platform may subject us to liability. To the extent that PRC regulatory authorities find any content on our platform objectionable, they may require us to limit or eliminate the dissemination of such content on our platform in the form of take-down orders, cause our app to be temporarily removed from app stores, or temporarily disable certain functions on our platform, or otherwise. For example, the CAC conducted a nationwide inspection of major internet platforms providing short-video content, and we were notified by certain smartphone app stores in China that our mobile app had been temporarily removed from July 26, 2018 until August 25, 2018. We implemented the required measures promptly and reinstated the mobile app downloads from those app stores on August 26, 2018. We thereafter conducted a self-inspection by taking a comprehensive review of the content on our platform and have doubled the headcounts of content monitoring personnel. Our app may be removed from app stores again in the future, and such removal could materially and adversely affect our business operations. On December 3, 2020, in response to the reported vulgar content on our platform, the Shanghai Municipal Office of Anti-Pornography and Illegal Publication, the Shanghai Municipal Internet Information Office and the Shanghai Municipal Culture and Tourism Bureau made inquiries with us and requested us to rectify within two weeks and strengthen the content review of videos, live broadcasting, anime, bullet chatting and other content on our platform. We have completed the required rectification and submitted the final rectification report to the Shanghai Municipal Office of Anti-Pornography and Illegal Publication and the Shanghai Municipal Internet Information Office on December 22, 2020 and our rectification report has been accepted by the relevant competent authorities.

In addition, PRC laws and regulations are subject to interpretation by the relevant authorities, and it may not be possible to determine in all cases the types of content that could result in our liability as a platform operator. In the past, we were subject to penalties by PRC regulatory authorities due to our failure to comply with these requirements. For example, the Inspection Department of the Enforcement General Administration of Shanghai Culture Market imposed on us a fine of RMB20,000 in May 2018 and a fine of RMB10,000 in April 2019 primarily for having inappropriate content on our platform. We also may face liability for copyright or trademark infringement, fraud and other claims based on the nature and content of the materials that are delivered, shared or otherwise accessed through or displayed on our platform.

Furthermore, reports or publicity of violence and crimes related to our PUGV, OGV, online games or any claims of our PUGV, OGV, online game content to be considered, among others, obscene, superstitious, fraudulent, defamatory, inappropriate, offensive or impairing public interest, may result in negative publicity, harm to our brand or a regulatory response that might have a material and adverse impact on our business. Any claim of us failing to identify any content a viewer may find objectionable may result in negative publicity, harm to our brand or regulatory actions, which in turn might have a material and adverse impact on our business. We generate a portion of our revenues from advertising. Our advertising revenues might be materially and adversely affected by any decision by advertisers to reduce their advertising as a result of adverse media reports, user complaints or other negative publicity involving us or, content on our platform. In addition, reductions of advertising by advertisers due to allegedly objectionable content made available on our platform by content creators, licensors, or other third parties, concerns about our content management practices, concerns about brand reputation or potential liability, or uncertainty regarding their own legal and compliance obligations, may also materially and adversely affect our advertising revenues.

***We face uncertainties with respect to the enactment, interpretation and implementation of Notice 78.***

According to Notice 78, platforms providing online show live broadcasting or e-commerce live broadcasting services shall, among other things, register their information and business operations by November 30, 2020, ensure real-name registration for all live broadcasting hosts and virtual gifting users, prohibit users that are minors or without real-name registration from virtual gifting, and set a limit on the maximum amount of virtual gifting per time, per day, and per month.

As advised by our PRC counsel, Tian Yuan Law Firm, there is currently no explicit provisions as to what limits on virtual gifting will be imposed by the NRTA pursuant to Notice 78 and it is unclear how and to what degree any such limits would be imposed on different platforms. Given there is no explicit provisions on how to set the limit on virtual gifting, we have not been able to set such limit on our platform and we are currently not able to assess the impact this requirement under Notice 78 will have on the virtual gifting spending activities on our platform. We recorded revenues generated from our live broadcasting business under VAS. We derived 14.2%, 24.2% and 32.0% of our revenues from VAS in 2018, 2019 and 2020, respectively. Revenues from live broadcasting accounted for 7.8%, 8.8% and 10.9% of our total net revenues in 2018, 2019 and 2020, respectively. Any such limits ultimately imposed may negatively impact our revenues derived from virtual gifting and our results of operations.

Notice 78 also requests the live broadcasting platforms for online shows to register in the National Internet Audio-visual Platforms Information Management System, however, in our communication with Shanghai Municipal Administration of Radio and Television, we were informed that due to the adjustment of the system, entities holding a License for Online Transmission of Audio-Visual Programs need to wait for further notification from the competent authority before they can register in this system. As of the date of this annual report, we have not yet received the notification requesting such registration. Notice 78 also sets forth requirements for certain live broadcasting businesses with respect to real-name registration, limits on user spending on virtual gifting, restrictions on minors on virtual gifting, live broadcasting review personnel requirements, content tagging requirements, and other requirements. For more information on Notice 78, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Live Broadcasting Services.”

Since Notice 78 was only issued in November 2020 and some of the requirements in Notice 78 are unclear and have no explicit provisions or implementation standards, we are still in the process of getting further guidance from regulatory authorities and evaluating the applicability and effect of the various requirements under Notice 78 on our business. Any further rulemaking under Notice 78 or other intensified regulation with respect to live broadcasting may increase our compliance burden in the live broadcasting business, and may have an adverse impact on our business and results of operations.

***We may not be able to effectively manage our growth and the increased complexity of our business, which could negatively impact our brand and financial performance.***

We have experienced rapid growth since our inception in 2011. Our financial performance has been and will continue to be influenced by our ability to add, retain and engage active users of our products. Our user acquisition and engagement may fluctuate depending on factors beyond our control, such as the shelter-in-place restrictions due to the COVID-19 pandemic. We have experienced a significant increase in the size and engagement of our active user base during the first quarter of 2020 partly due to the shelter-in-place restrictions in China. Although we have been able to maintain the momentum of user acquisition and engagement in the other quarters of 2020 as China gradually relaxed its shelter-in-place restrictions, we may not be able to maintain the growth of our active user base or user acquisition and the level of engagement in the long term. As we grow our user base and increase the level of user engagement, we may incur increasing costs, such as licensing fees and royalties for licensed content and hosts' compensation to further expand our content library to meet the growing and diversified demands of our users. If such expansion is not properly managed, it may adversely affect our financial and operating resources without achieving the desired effects. The market prices for licensing fees and royalties for licensed content, such as license for live broadcasting popular e-sport events, have increased significantly in China during the past few years. Online video broadcasting programs are competing aggressively to license popular content titles and events, driving licensing fees up in general. As the market further grows, copyright owners, distributors and industry participants may demand higher licensing fees for such content. Furthermore, as our content library expands, we expect the costs of licensed content to continue to increase. If we are unable to generate sufficient revenues to outpace the increase in costs, we may incur more losses and our business, financial condition and results of operations may be adversely affected. See “—Increases in the costs of content on our platform may have an adverse effect on our business, financial condition and results of operations.”

As we only have a limited history of operating our business at its current scale, it is difficult to evaluate our current business and future prospects, including our ability to grow in the future. In addition, our costs and expenses may increase rapidly as we expand our business and continue to invest in our infrastructure to enhance the performance and reliability of our platform. For example, we may increase our investment in servers and bandwidth to maintain our quality user experience while sustaining the growth of user base. Continued growth could also strain our ability to maintain reliable service levels for our users, content creators and business partners, develop and improve our operational, financial, legal and management controls, and enhance our reporting systems and procedures. Our costs and expenses may grow faster than our revenues and may be greater than what we anticipate. If we are unable to generate adequate revenues and to manage our costs and expenses, we may continue to incur losses in the future and may not be able to achieve or subsequently maintain profitability. Managing our growth will require significant expenditures and the allocation of valuable management resources. If we fail to achieve the necessary level of efficiency in our organization as it grows, our business, operating results and financial condition could be harmed.

***We have a unique community culture that is vital to our success. Our operations may be materially and adversely affected if we fail to maintain our culture and brand image within our addressable user communities.***

Our users have developed a unique community culture that distinguishes us from other online content providers. Our users come to our platform for creative content covering a wide array of cultures and interests as well as for strong, vibrant and safe communities. We believe that maintaining and promoting such community culture is critical to retaining and expanding our user base. We have taken multiple initiatives to preserve our community culture and values, such as requiring users to pass a membership exam before they are allowed to send bullet chats and utilize other interactive functions on our platform, and temporarily blocking or permanently deleting accounts of users who posted inappropriate content or comments.

Despite our efforts, we may be unable to maintain and foster our unique community culture and cease to be the preferred platform for our target users and content creators. As our user base is expanding, we may have difficulties in guiding our new users to honor and abide by our community values despite the initiatives we have adopted and may adopt in the future. In such event, our user engagement and loyalty may suffer, which would in turn negatively affect user traffic and our attractiveness to other customers and partners. In addition, frictions among our users and inflammatory comments posted by internet trolls may damage our community culture and brand image, which would be detrimental to our operations. Historically, some incidents of intense frictions among our users who belonged to different micro-interests and fans groups disrupted our operations. Users who have met through our services may become involved in emotionally charged situations and could suffer adverse moral, emotional or physical consequences. Such events could be highly publicized and have a significant negative impact on our reputation. Government authorities may require us to discontinue or restrict the relevant services. As a result, our business could suffer and our user base and results of operations may be materially and adversely affected.



***If we fail to obtain and maintain the licenses and approvals required within the complex regulatory environment applicable to our businesses in China, or if we are required to take compliance actions that are time-consuming or costly, our business, financial condition and results of operations may be materially and adversely affected.***

The internet and mobile industries in China are highly regulated. Our consolidated affiliated entities are required to obtain and maintain applicable licenses and approvals from different regulatory authorities in order to provide their current services. However, we cannot assure you that we can successfully renew these licenses in a timely manner or that these licenses are sufficient to conduct all of our present or future business. As we develop and expand our business scope, we may need to obtain additional qualifications, permits, approvals or licenses. We may be required to obtain additional licenses or approvals if the PRC government adopts more stringent policies or regulations for our business.

The expiration date of the major subsidiary's Online Culture Operating Permits granted by the local branch of MCT ranges from June 2022 to December 2023, which were all renewed after May 2019. As the MCT ceased to assume the responsibility for the administration of the online game industry and no longer approved or issued the Online Culture Operating Permits regarding online games since May 2019, the Online Culture Operating Permits held by our major subsidiary no longer contains content related to online games operation. Based on our PRC counsel, Tian Yuan Law Firm's consultation with the MCT in November 2020, the MCT no longer assumes the responsibility to supervise the operation of online games, and it is not necessary for an enterprise to obtain Online Culture Operating Permits to operate online game operation business. As of the date of this annual report, no laws, regulations or official guidelines have been promulgated regarding whether the responsibility of MCT for regulating online games will be undertaken by another governmental department. Therefore, our PRC counsel, Tian Yuan Law Firm, has advised us that as long as there is no governmental authority promulgating new supervision requirements for the operation of online game, we are able to continue our online game operation business although the Online Culture Operating Permits currently held no longer contain content related to online games operation, which will not constitute any material noncompliance.

The NAPP at the national level had suspended the approval of game registration and issuance of publication numbers for online games starting from March 2018. Although the NAPP later resumed game registration and issued game publication numbers for the first batch of games with an effective date of December 19, 2018, the processing time of games registration and issuance of publication may vary greatly and is within the NAPP's discretion. Any delay in game registration with NAPP or obtaining game publication numbers could lead to the termination of our cooperation agreements with third parties or negatively affect the operation results of our games. Under the Notice on Adjusting the Scope of Examination and Approval regarding the Internet Culture Operation License to Further Regulate the Approval Work released in May 2019, the Online Culture Operating Permits covering the business scope of using the information network to operate online games granted by the MCT before this notice will remain valid until the expiration dates of these permits. On July 10, 2019, the MCT announced the abolishment of the Interim Measures on Administration of Online Games, which regulated the issuance of Online Culture Operating Permits relating to online games. For more information, see "Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Games." As of the date of this annual report, the governmental authorities have not issued laws or regulations to replace the Interim Measures on Administration of Online Games, or to clarify the new regulatory body of online games. If we are unable to comply with the new regulations relating to our online games operations, our ability to introduce, launch and operate new games may be adversely affected, and our financial condition and operating results could be adversely affected. In addition, we cannot assure you that we or relevant third parties can obtain the NAPP's approvals or complete any new governmental requirements for all games on our platform in a timely manner or at all, which could adversely and materially impact our ability to introduce new games, the timetable to launch new games and our business growth.

Moreover, the provision of online games is deemed to be an internet publication activity. An online game operator may be required to obtain an Internet Publishing Service License in order to directly make those games publicly available in China. Although it is not specifically authorized by the NAPP, an online game operator is generally able to publish its games through third-party licensed electronic publishing entities and register the games with the NAPP as electronic publications, which is consistent with our practice as of the date of this annual report. In addition, the provision of comics online may be deemed to be an internet publication activity, which may require the content provider to obtain an Internet Publishing Service License. Furthermore, in a consultation with the competent government authorities in February 2021, our PRC counsel, Tian Yuan Law Firm, was informed that operation of an online comics business currently does not require the Internet Publishing Service License. However, for the future convenience to publish games by ourselves, we are planning to apply for the Internet Publishing Service License for our business operation and we have been continuously communicating with the competent authorities. However, there is no assurance that we will be granted such license. If we fail to complete, obtain or maintain any of the required licenses or approvals or make the necessary filings, we may be subject to various penalties, such as confiscation of the net revenues that were generated through online games and comics, the imposition of fines, the revocation of our business and operating licenses and the discontinuation or restriction of our operations of online games and comics.

In addition, considerable uncertainties exist in relation to the interpretation and implementation of existing and future laws and regulations governing our business activities. For example, under the Administrative Regulations on the Introduction and Broadcasting of Foreign Television Programs, the introduction or broadcasting of foreign anime in China is subject to approval of the SAPPRFT or its authorized entities. Approval or filing procedures were not explicitly required in practice by the NRTA for the broadcasting and distribution of foreign anime on the internet only. We are currently preparing for the approval or filing procedures for broadcasting and distribution of foreign anime on our platform based on our preliminary consultation with the relevant government authorities. We could be found in violation of any future laws and regulations or of the laws and regulations currently in effect due to changes in the relevant authorities' interpretation of these laws and regulations. If we fail to complete, obtain or maintain any of the required licenses or approvals or make the necessary filings, we may be subject to various penalties, such as confiscation of the net revenues that were generated through the unlicensed internet or mobile activities, the imposition of fines and the discontinuation or restriction of our operations. Any such penalties or changes in policies, regulations or enforcement by government authorities, may disrupt our operations and materially and adversely affect our business, financial condition and results of operations.

Furthermore, in August 2018, the National Office of Anti-Pornography and Illegal Publication, the MIIT, the Ministry of Public Security, the MCT, the NRTA and the CAC jointly issued the Notice on Strengthening the Management of Live Broadcasting Service, which required a real-name registration system for users to be put in place by live broadcasting service providers. On October 25, 2019, the NAPP issued the Notice on Preventing Minors from Indulging in Online Games, which requires all online gamers to register accounts with their valid identity information and all game companies to stop providing game services to users who fail to do so. Pursuant to the Notice 78, users who have not registered with real names or who are minors are prohibited from virtual gifting. On October 17, 2020, the Law of the PRC on the Protection of Minors (2020 Revision) added a new section entitled “Online Protections” which stipulates a series of provisions to further protect minors’ interests on the internet. For more information, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Games” and “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Streaming Services.” We have implemented several measures to comply with the current real-name registration system. However, the PRC government may further tighten the real-name registration requirements or require us to implement a more thorough compulsory real-name registration system for all users on our platform in the future, so that we will need to upgrade our system or purchase relevant services from third-party service providers and incur additional costs in relation thereto. If we were required to implement a more rigid real-name registration system for users on our platform, potential users may be deterred from registering with our platform, which may in turn negatively affect the growth of our user base and prospect.

***We face significant competition, primarily from companies that operate in the video-based industry in China, and we compete with these companies for users, content providers and advertisers.***

We face significant competition primarily from companies that operate in the video-based industry in China designed to engage users, especially the Generation Z+, and capture their time spent on mobile devices and the internet. In particular, our competitors mainly include large online video streaming platforms, other platforms offering video products, live broadcasting platforms, and other companies offering online content. Some of our competitors have longer operating histories and significantly greater financial resources than we do, and in turn may be able to attract and retain more users, content partners and advertisers. Our competitors may compete with us in a variety of ways, including by obtaining exclusive online distribution rights for popular content, conducting brand promotions and other marketing activities, and making acquisitions. If any of our competitors provides comparable or better user experience, our user traffic could decline significantly. We have exclusive distribution rights only for certain content on our platform. Our content creators are generally free to post their content on our competitors’ platforms, which may divert user traffic from our platform, and adversely affect our user traffic and thus our operations.

We believe that our ability to compete effectively depends upon many factors, some of which are beyond our control, including:

- the popularity, usefulness, ease of use, performance and reliability of our platform, products and services compared to those of our competitors;
- the amount, quality and timeliness of content on our platform, especially the amount and quality of the PUGV generated by our content creators;
- the environment and culture of our user communities;
- our ability, and the ability of our competitors, to develop new products and services and enhancements to existing products and services to keep up with user preferences and demands;
- the inventory size, quality and size of player base of the games we operate;
- our ability to establish and maintain relationships with content providers and partners;
- our ability to commercialize our services;
- changes mandated by legislation, regulations or government policies, some of which may have a disproportionate effect on us;

- acquisitions or consolidation within our industry, which may result in more formidable competitors; and
- our reputation and brand strength relative to our competitors.

***We derive a substantial portion of our revenues from mobile games. If we fail to launch new games or release upgrades to existing games to grow our games' player base, our business and operating results will be materially and adversely affected.***

We derived 71.1%, 53.1% and 40.0% of our revenues from mobile games in 2018, 2019 and 2020, respectively. We derive a significant portion of mobile game revenues from a limited number of games. We had one mobile game contributing more than 10% of our total net revenues, accounting for 53%, 31%, and 11% of our total net revenues for the years ended December 31, 2018, 2019 and 2020, respectively.

We offer mobile games from third-party game developers and publishers on our platform either on an exclusive or non-exclusive basis. Therefore, we must maintain good relationships with our third-party game developers and copyright owners to obtain access to new popular games on reasonable commercial terms. We may not be able to maintain or renew these agreements on acceptable terms or at all. In such event, we may be unable to continue offering these popular mobile games, and our operating results will be adversely affected. In addition, if our users decide to access these games through our competitors, or if they prefer other mobile games operated by our competitors, our operating results could be materially and adversely affected. In addition, if we fail to launch new games or release upgrades to existing games in a timely manner, or if our games do not achieve expected popularity, we may lose players of our games, which could materially and adversely impact our business. Even in the event that we succeed in launching new games, the new games may divert players away from the existing games on our platform, which may increase player churn and reduce revenues from our existing games.

In addition, the revenue model we adopt for online games may not remain effective, which may cause us to lose players and materially and adversely affect our business, financial condition and results of operations. We derive substantially all of the mobile games revenues from the sale of in-game virtual items. However, we may not be able to continue to successfully implement this model.

***The PRC government has taken steps to limit online game playing time for all minors and to otherwise control the content and operation of online games. Such restrictions on online games may materially and adversely impact our business and results of operations.***

As part of its anti-addiction online game policy, the PRC regulators have been implementing regulations designed to reduce the amount of time that youth under the age of 18 spend playing online games. For a detailed description of these regulations, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Games—Anti-addiction System and Protection of Minors.” A revenue model that does not charge for playing time may be viewed by the PRC regulators as inconsistent with this goal. On the other hand, if we were to start charging for playing time, we may lose our players, and our financial condition and results of operations may be materially and adversely affected.

Furthermore, minors are prohibited from playing games exceeding a certain period of time per day or putting money into their accounts exceeding a certain amount. Online game operators are required to explore the manner to notify users of different ages about the online games based on various criteria, such as the games' content and the amount of money anticipated to be used in the games, on the game's download, registration and log-in pages in a prominent way. For more information, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Games—Anti-addiction System and Protection of Minors.”

Although we have implemented several measures and developed a detailed plan for system upgrade and are in the process of conducting various system upgrading works according to the requirements under the relevant laws and regulations, we may be nevertheless considered non-compliant if the regulators take a different view, or if our system is not fully upgraded by the end of the grace period, the length of which also remains uncertain at the discretion of the relevant government authorities. Should the relevant government authorities find us not satisfying the requirements, they may order us to rectify. In a severe case, our business license could be revoked, which may materially and adversely affect our business operations and financial condition.

The implementation of these laws and regulations may lead to a decrease in the number of minors in our user base and the playtime of minor users, thereby leading to a decrease in the minor users' revenue contribution to our mobile game business, and may materially and adversely affect our results of operations and prospects.

***Illegal game servers and acts of cheating by users of mobile games could harm our business and reputation and materially and adversely affect our results of operations.***

Several of our competitors have reported that certain third parties have misappropriated the source codes of their games and set up illegal game servers and let their customers play such games on illegal servers without paying for the game playing time. While we already have in place numerous internal control measures to protect the source codes of our games from being stolen and to address illegal server usage and, to date, our games have not to our knowledge experienced such usage, our preventive measures may not be effective. The misappropriation of our game server installation software and installation of illegal game servers could harm our business and reputation and materially and adversely affect our results of operations.

In addition, acts of cheating by users of mobile games could lessen the popularity of our mobile games and adversely affect our reputation and our results of operations. There have been a number of incidents in previous years where users, through a variety of methods, were able to modify the rules of our mobile games. Although these users did not gain authorized access to our systems, they were able to modify the rules of our mobile games during gameplay in a manner that allowed them to cheat and disadvantage our other mobile game users, which often has the effect of causing players to stop playing the game and shortening the game's lifecycle. Although we have taken a number of steps to deter our users from engaging in cheating when playing our mobile games, we cannot assure you that we or the third parties from whom we license some of our mobile games will be successful or timely in taking steps necessary to prevent users from modifying the rules of our mobile games.

If we suspect a player of installing cheating programs on our mobile games, or of engaging in other types of unauthorized activities, we may freeze that player's game account or even ban the player from logging on to our games and other products. Such activities to regulate the behavior of our users are essential to maintain a fair playing environment for our users. However, if any of our regulatory activities are found to be wrongly implemented, our users may institute legal proceedings against us for damages or claims. Our operation, business and financial performance may be materially and adversely affected as a result.

***We may be subject to intellectual property infringement claims or other allegations, which could result in material damage to our reputation and brand, payment of substantial damages, penalties and fines, removal of relevant content from our platform or seeking license arrangements which may not be available on commercially reasonable terms.***

Content posted on our platform may expose us to allegations by third parties of infringement of intellectual property rights, unfair competition, invasion of privacy, defamation and other violations of third-party rights. We have been involved in litigation based on allegations of infringement of third-party copyright due to the content available on our platform. We are currently involved in approximately 110 lawsuits based on allegations of infringement of third-party copyright due to the content posted on our platform, which are immaterial to our company on an individual basis or a collective basis. Regardless of the outcome, these lawsuits, and any other litigation that may be brought against us or our current or former directors and officers, could be time-consuming, result in significant expenses and divert our resources and the attention of our management and other key employees. An unfavorable outcome in any of these matters could exceed the limited coverage provided under our current applicable insurance policies.

Our failure to identify unauthorized videos posted on our platform may subject us to claims of infringement of third-party intellectual property rights or other rights. Although we maintain content management and review procedures to monitor the content uploaded to our platform, due to the large number of videos uploaded, we may not be able to identify all content that may infringe on third-party rights. Such failure may subject us to potential claims and lawsuits, defending of which may impose a significant burden on our management and employees, and there can be no assurance that we will obtain final outcomes that are favorable to us. In addition, we may be subject to administrative actions brought by the National Copyright Administration of China or its local branches or related law enforcement departments for alleged copyright infringement.

The validity, enforceability and scope of protection of intellectual property rights in internet-related industries, particularly in China, are uncertain and still evolving. As we face increasing competition and as litigation becomes a more common way to resolve disputes in China, we face a higher risk of being the subject of intellectual property infringement claims. Under relevant PRC laws and regulations, online service providers which provide storage space for users to upload works or links to other services or content could be held liable for copyright infringement under various circumstances, including situations where an online service provider knows or should reasonably have known that the relevant content uploaded or linked to on its platform infringes the copyrights of others. In certain cases in China, the courts have found an online service provider to be liable for the copyrighted content posted by users which was accessible from and stored on such provider's servers.

Although we have not been subject to claims or lawsuits outside China, we may become subject to copyright laws in other jurisdictions, such as the United States, by virtue of our listing in the United States, the ability of users to access our videos from the United States and other jurisdictions, the ownership of our ADSs by investors, and the extraterritorial application of foreign law by foreign courts or otherwise.

In addition, as a publicly listed company, we may be exposed to increased risk of litigation. If a claim of infringement brought against us in the United States or other jurisdictions is successful, we may be required to (i) pay substantial statutory or other damages and fines, (ii) remove relevant content from our platform, or (iii) enter into royalty or license agreements which may not be available on commercially reasonable terms or at all.

Although we have required our users to post only legally compliant and inoffensive materials and have set up screening procedures, our screening procedures may fail to screen out all potentially offensive or non-compliant user-generated content and, even if properly screened, a third-party may still find user-generated content posted on our platform offensive and take action against us in connection with the posting of such content. We may also face litigation or administrative actions for defamation, negligence or other purported injuries resulting from the content we provide or the nature of our services. Such litigation and administrative actions, with or without merit, may be expensive and time-consuming, result in significant diversion of resources and management attention from our operations, and adversely affect our brand and reputation.

Furthermore, our app may be taken down temporarily from Apple app store or other apps markets for copyright reasons, and we may be subject to copyright infringement claims brought by our competitors, which, malicious or not, may be time-consuming to defend and disrupting to our operations.

***We may not be able to prevent others from engaging in unauthorized use of our intellectual property, unfair competition, defamation or other violations of our rights, which could harm our business and competitive position.***

We have invested significant resources to develop our own intellectual property and acquire licenses to use and distribute the intellectual property of others on our platform. Failure to maintain or protect these rights could harm our business. In addition, any unauthorized use of our intellectual property by third parties may adversely affect our current and future revenues and our reputation. Further, others may engage in conduct that constitutes unfair competition, defamation or other violations of our rights, which could harm our business, reputation and competitive position.

Implementation and enforcement of PRC intellectual property-related laws have historically been deficient and ineffective. Accordingly, protection of intellectual property rights in China may not be as effective as in the United States or other developed countries. Furthermore, policing unauthorized use of proprietary technology is difficult and expensive. We rely on a combination of patent, copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. Despite our efforts to protect our proprietary rights, third parties may attempt to copy or otherwise obtain and use our intellectual property or seek court declarations that they do not infringe upon our intellectual property rights. Other unlawful conduct against us is also difficult to prevent and police. We cannot assure you that the steps we have taken will prevent misappropriation of our rights. From time to time, we may have to resort to litigation to enforce our rights, which could result in substantial costs and diversion of our resources.

***Many of our products and services contain open source software, which may pose particular risks to our proprietary software, products and services in a manner that negatively affects our business.***

We use open source software in our products and services and will use open source software in the future. There is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide or distribute our products or services. Additionally, we may face claims from third parties claiming ownership of, or demanding release of, the open source software or derivative works that we developed using such software. These claims could result in litigation and could require us to make our software source code freely available, purchase a costly license or cease offering the implicated products or services unless and until we can re-engineer them to avoid infringement. This re-engineering process could require significant additional research and development resources, and we may not be able to complete it successfully.

Furthermore, because any software source code we contribute to open source projects is publicly available, our ability to protect our intellectual property rights with respect to such software source code may be limited or lost entirely. As a result, we may be unable to prevent our competitors or others from using such software source code contributed by us.

***We face intense competition for users and hosts, as well as strict regulatory supervision by government authorities, for our live broadcasting business.***

We face significant competition in the live broadcasting business for both users and hosts. The live broadcasting on our platform primarily focuses on interest areas including anime, game, music, fashion, lifestyle, technology and others. We cannot assure you that such content will continue to attract new users and retain existing ones.

We have entered into exclusive cooperation agreements with certain popular hosts on our platform. We may not be able to maintain or renew these agreements on acceptable terms or at all. In such event, we may be unable to retain these popular hosts on our platform, and our operating results will be adversely affected. We cooperate with talent agencies to recruit, manage, train and support our hosts. Furthermore, we may lose hosts if the talent agencies that manage them are unable to reach or maintain satisfactory cooperation arrangements with such hosts. If talented and popular hosts cease to contribute content to our platform, or their live broadcasting programs fail to attract users, we may experience a decline in user traffic and user engagement, which may have material and adverse impact on our results of operations and financial conditions.

In addition, the costs attributed to hosts' compensation have increased significantly in China during the past few years for companies that provide such services. If we are unable to generate sufficient revenues to outpace the increase in such compensation, we may lose opportunities to retain the popular hosts on our platform and thus incur more losses. In addition, the compensation we pay to the hosts could significantly increase our cost of revenues and materially adversely affect our margins, financial condition and results of operations.

We cooperate with talent agencies to manage, organize and recruit hosts on our platform. As we are an open platform that welcomes all hosts to register on our websites, cooperation with talent agencies substantially increases our operation efficiency in terms of discovering, supporting and managing hosts in a more organized and structured manner, and turning amateur hosts to full-time hosts. We have a revenue sharing arrangement with both our hosts and talent agencies under which we share with them a portion of the revenues from virtual gifting. In addition, we also cooperate with popular e-sports teams to make their game-play available on our platform by paying them a sponsorship fee. The absolute amounts and revenue sharing percentages that we pay hosts and talent agencies may increase. If the interests among us, hosts and the talent agencies are not well balanced, or if we cannot design a revenue-sharing mechanism that is agreeable to both hosts and talent agencies, we may not be able to retain or attract hosts or talent agencies, or both. In addition, while we have entered into exclusive streaming agreements with certain hosts, none of the talent agencies we cooperate with has an exclusive cooperation relationship with us. If our competitor platforms offer higher revenue sharing percentages with an intent to attract our popular hosts, costs to retain our hosts may further increase, additionally, talent agencies may choose to devote more of their resources to hosts who stream on other platforms, or they may encourage their hosts to use or even enter into an exclusive agreement with other platforms, all of which could materially and adversely affect our business, financial condition and results of operations. If we are not able to continue to retain our hosts and produce high-quality content on our platform at commercially acceptable costs, our business, financial condition and results of operations would be adversely impacted. Furthermore, as our business and user base further expand, we may have to devote more resources in encouraging our hosts and talent agencies to produce content that meets the varied interests of a diverse user base, which would increase the costs of content on our platform. If we are unable to generate sufficient revenues that outpace our increased content costs, our business, financial condition and results of operations may be materially and adversely affected.

In addition, our live broadcasting services may be abused by hosts and other users. We have an internal control system in place to review and monitor live broadcasting streams and will shut down those streams that may violate PRC laws and regulations. For detailed descriptions of these PRC laws and regulations, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Live Broadcasting Services.” However, we may not identify all such streams and content. Failure to comply with applicable laws and regulations may result in the revocation of our licenses to provide internet content or other licenses, the closure of the concerned platforms and reputational harm. We may also be held liable for such censored information displayed on our platform.

***If we fail to develop effective advertising products and systems or retain existing advertisers or attract new advertisers to advertise on our platform, or if we are unable to collect accounts receivable from the advertisers or advertising agencies in a timely manner, our financial condition, results of operations and prospects may be materially and adversely affected.***

We generate a portion of our revenues from advertising. We enter into contracts with both advertisers and third-party advertising agencies, and the financial soundness of these customers may affect our collection of accounts receivable. We make a credit assessment of the advertiser and advertising agency to evaluate the collectability of the advertising service fees before entering into an advertising contract. However, we cannot assure you that we are or will be able to accurately assess the creditworthiness of each advertiser or advertising agency, and any inability of advertisers or advertising agencies to pay us in a timely manner may adversely affect our liquidity and cash flows.

Our ability to generate and maintain our advertising revenues depends on a number of factors, including the maintenance and enhancement of our brand, the scale, engagement and loyalty of our users and the market competition on advertising prices. We cannot assure you that we will be able to retain existing advertisers or advertising agencies or attract new ones. If we fail to retain and enhance our relationships with third-party advertising agencies or advertisers themselves, our business, results of operations and prospects may be adversely affected.

***We rely on third-party logistics services for our product delivery when performing our e-commerce business, and if such third-party logistics services fail to provide reliable logistics services, our e-commerce business and reputation may be materially and adversely affected.***

We offer ACG-related merchandise on our platform, and generate revenues from sales of these products. Our e-commerce business uses a number of third-party logistics companies to deliver our products to customers. Any interruption to or failure in logistics services could prevent the timely or proper delivery of our products. These interruptions may be due to events that are beyond our control or the control of these third-party logistics services, such as pandemic, inclement weather, natural disasters, transportation interruptions or labor unrest or shortage. We may not be able to find alternative logistics companies to provide logistics services in a timely and reliable manner, or at all, to replace such third-party logistics services to the extent necessary. If products sold on our platform are not delivered in proper condition or on a timely basis or at all, our e-commerce business and reputation would suffer.

***We rely upon our partner to deliver our services through smart TV.***

In smart TV video streaming market, only a small number of qualified license holders can provide internet audio and visual program service to the TV terminal users via smart TVs, set-top boxes and other electronic products. Most of those license holders are radio or TV stations. Private companies that wish to operate such business need to cooperate with those license holders to legally provide relevant services. We cooperate with a PRC licensed entity for the development of relevant programs and provision of audio-visual program services through private network and targeted communication channels, such as smart TVs. If we are not successful in maintaining existing or creating new relationships, or if we encounter technological, content licensing, regulatory or other impediments to delivering our streaming content to our members via these devices, our ability to grow our business may be adversely impacted.



***We may not be successful in developing relationships with key participants in the mobile industry or in developing services that operate effectively with these operating systems, networks, devices and standards.***

We make our products and services available across a variety of operating systems, mainly on mobile devices and personal computers. As mobile usage accelerates, we expect to generate a large portion of our business and revenues from mobile. If we are unable to successfully capture and retain the growing number of users that access internet services through mobile devices, or if we are slower than our competitors in developing attractive products and services adaptable for mobile devices, we may fail to capture a significant share or an increasingly important portion of the market or may lose existing users. In addition, even if we are able to retain the increasing number of mobile users, we may not be able to continue to successfully commercialize mobile user traffic in the future.

We depend on the interoperability of our products and services with popular devices, desktop and mobile operating systems and web browsers that we do not control, such as Windows, Mac OS, Android, iOS, and others. Any changes in devices or their systems that degrade the functionality of our products and services or give preferential treatment to competitive products or services could adversely affect usage of our products and services. We may not be successful in developing relationships with key participants in the mobile industry or in developing services that operate effectively with these operating systems, networks, devices and standards. Further, if the number of systems, networks and devices for which we develop our products and services increases, it will result in an increase in our costs and expenses, and adversely affect our gross margin and results of operation.

***We face risks associated with our investments.***

We currently spend a portion of our capital in both short-term and long-term investments. Our short-term investments primarily include money market funds, financial products with variable interest rates referenced to performance of underlying assets issued by commercial banks or other financial institutions and publicly traded companies with the intention to be sold within twelve months. Our long-term investments primarily consist of investment in companies whose businesses are complementary to ours, including game, anime production and content creation tool development companies.

These investments may earn yields substantially lower than anticipated, and the fair values of our investments may fluctuate significantly, which contribute to the uncertainties in valuation. Any failure to realize the benefits we expected from these investments may materially and adversely affect our business and financial results. For a detailed description of accounting treatment of our short-term investments and long-term investments and the performance of the investments, see “Item 5. Operating And Financial Review And Prospects—Critical Accounting Policies.”

Any change in securities prices and market conditions could lead to volatility in the fair values of our investments accounted for at fair value, which could further impact our financial condition and results of operations and may also impact our ability to dispose of these investments at favorable prices.

***Difficulties in identifying, consummating and integrating acquisitions and strategic alliances and potential write-offs in connection with our investments or acquisitions may have a material and adverse effect on our business and results of operations.***

We have acquired, and may in the future acquire, companies that are complementary to our business. From time to time, we may also make alternative investments and enter into strategic partnerships or alliances as we see fit. For example, in September 2018, we increased the shareholding and acquired majority equity interests in Zenith Group Holdings Co., Limited (“Zenith”), the owner of a series of famous virtual singers, such as Luo Tianyi. In the fourth quarter of 2019, we acquired the remaining equity interests in Zenith. In December 2018, we entered into an agreement with certain affiliates of NetEase, Inc. to acquire NetEase Comics business, including copyrights of a large number of storylines from leading publishers and comic artists. In December 2018, we entered into an agreement to increase our shareholdings and to acquire majority equity interests in Maoer Inc., an audio platform offering audio drama. In July 2019, we entered into a series of agreements to acquire a controlling interest in Chaodian Inc. (“Chaodian”). In September 2020, we acquired the remaining interests in Chaodian through a series of transactions. Chaodian operates offline events, such as concerts and exhibitions *Bilibili Macro Link* and *Bilibili World*, and a talent agency that is currently managing many of our content creators. In April 2020, we entered into a business collaboration agreement with Sony Corporation to pursue collaboration opportunities within the area of entertainment business in the Chinese market, including anime and mobile games.

However, past and future acquisitions, partnerships or alliances may expose us to potential risks, including risks associated with:

- the integration of new operations and the retention of customers and personnel;
- significant volatility in our operating profit (loss) due to changes in the fair value of our contingent purchase consideration payable;
- unforeseen or hidden liabilities, including those associated with different business practices;
- the diversion of management's attention and resources from our existing business and technology by acquisition, transition and integration activities;
- failure to achieve synergies with our existing business and generate revenues as anticipated;
- failure of the newly acquired businesses, technologies, services and products to perform as anticipated;
- inability to generate sufficient revenues to offset additional costs and expenses;
- breach or termination of key agreements by the counterparties;
- the costs of acquisitions;
- international operations conducted by some of our subsidiaries;
- any different interpretations on contingent purchase consideration; or
- the potential loss of, or harm to, relationships with both our employees and customers resulting from our integration of new businesses.

Any of the potential risks listed above could have a material and adverse effect on our ability to manage our business and our results of operation. In addition, we cannot be assured the acquired businesses, technologies, services and products from our past acquisitions and any potential transaction will generate sufficient revenue to offset the associated costs or other potential unforeseen adverse effects on our business.

***We may incur impairment charges for our intangible assets and goodwill.***

Goodwill represents the excess of the purchase consideration over the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed from the acquired entity as a result of our acquisitions of interests in our subsidiaries and consolidated VIEs. We recorded goodwill of RMB941.5 million, RMB1,012.0 million and RMB1,295.8 million (US\$198.6 million) as of December 31, 2018, 2019 and 2020, respectively.

We are required to test our goodwill for impairment annually or more frequently if events or changes in circumstances indicate that they may be impaired. We may record impairment of goodwill acquired in connection with our acquisitions if the carrying value of our goodwill acquired in connection with our past or future acquisitions are determined to be impaired.

Our intangible assets consist primarily of licensed copyrights of content, license rights of mobile games, and intellectual property and others. Purchased intangible assets are initially recognized and measured at fair value. Intangible assets acquired through business acquisitions are recognized as assets separate from goodwill if they satisfy either the "contractual-legal" or "separability" criterion. Intangible assets are subsequently measured at cost less accumulated amortization and impairment. Intangible assets should be tested for recoverability whenever events or changes in circumstances indicate that the carrying amount of the asset group may not be recoverable. We cannot guarantee that we will not record greater impairment losses of intangible assets in the future. Material impairment of intangible assets could negatively affect our financial condition and results of operations.

***Any malfunction, capacity constraint or operation interruption for any extended period may have an adverse impact on our business.***

Our ability to provide superior user experience on our platform depends on the continuous and reliable operation of our IT systems. We cannot assure you that we will be able to procure sufficient bandwidth in a timely manner or on acceptable terms or at all. Failure to do so may significantly impair user experience on our platform and decrease the overall effectiveness of our platform to users, content providers and advertisers. Our IT systems and proprietary content distribution network are vulnerable to damage or interruption as a result of fires, floods, earthquakes, power losses, telecommunications failures, undetected errors in software, computer viruses, hacking and other attempts to harm our IT systems. Disruptions, failures, unscheduled service interruptions or a decrease in connection speeds could damage our reputation and cause our users, content providers and advertisers to migrate to our competitors' platforms. If we experience frequent or persistent service disruptions, whether caused by failures of our own IT systems or those of third-party service providers, our user experience may be negatively affected, which in turn may have a material and adverse effect on our reputation and business. We cannot assure you that we will be successful in minimizing the frequency or duration of service interruptions. As the number of our users increases and our users generate more content on our platform, we may be required to expand and adapt our technology and infrastructure to reliably store and process content. It may become increasingly difficult to maintain and improve the performance of our platform, especially during peak usage times, as our services become more complex and our user traffic increases.

***Any compromise of the cybersecurity of our platform could materially and adversely affect our business, operations and reputation.***

Our products and services involve the storage and transmission of users' and other customers' information, and security breaches expose us to a risk of loss of this information, litigation and potential liability. We experience cyber-attacks of varying degrees from time to time, and we have been able to rectify attacks without significant impact to our operations in the past. Our security measures may also be breached due to employee error, malfeasance or otherwise. Additionally, outside parties may attempt to fraudulently induce employees, users or other customers to disclose sensitive information in order to gain access to our data or our users' or other customers' data or accounts, or may otherwise obtain access to such data or accounts. Because the techniques used to obtain unauthorized access, disable or degrade service or sabotage systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. If an actual or perceived breach of our security occurs, the market perception of the effectiveness of our security measures could be harmed, we could lose users and other customers, and may be exposed to significant legal and financial risks, including legal claims and regulatory fines and penalties. Any of these actions could have a material and adverse effect on our business, reputation and results of operations.

***Undetected programming errors or flaws or failure to maintain effective customer service could harm our reputation or decrease market acceptance of our products and services, which would materially and adversely affect our results of operations.***

The video programs on our platform may contain programming errors that may only become apparent after their release. We generally have been able to resolve such flaws and errors. However, we cannot assure you that we will be able to detect and resolve all these programming errors effectively. Undetected programming errors could adversely affect our user experience and market acceptance.

Our software has contained, and may now or in the future contain, errors, bugs or vulnerabilities. Any errors, bugs or vulnerabilities discovered in our code after release could result in damage to our reputation, loss of users, loss of content providers, loss of revenue or liability for damages, any of which could adversely affect our business and operating results.

***Privacy concerns relating to our products and services and the use of user information could damage our reputation and deter current and potential users and customers from using our products.***

We collect personal data from our users in order to better understand our users and their needs for the purpose of our content feeds recommendation and to help our advertisement customers target specific demographic groups. Concerns about the collection, use, disclosure or security of personal information or other privacy-related matters, even if unfounded, could damage our reputation, cause us to lose users and other customers and adversely affect our results of operations.

Many jurisdictions, including China and the U.S., continue to consider the need for greater regulation or reform to the existing regulatory framework. In the U.S., all 50 states have now passed laws to regulate the actions that a business must take in the event of a data breach, such as prompt disclosure and notification to affected users and regulatory authorities. In addition to the data breach notification laws, some states have also enacted statutes and rules requiring businesses to reasonably protect certain types of personal information they hold or to otherwise comply with certain specified data security requirements for personal information. The U.S. federal and state governments will likely continue to consider the need for greater regulation aimed at restricting certain uses of personal data for targeted advertising. California enacted the California Consumer Privacy Act, or CCPA, which creates new individual privacy rights for consumers (as that word is broadly defined in the law) and places increased privacy and security obligations on entities handling personal data of consumers or households. The CCPA, which went into effect on January 1, 2020, requires covered companies to provide new disclosures to California consumers, and provides such consumers new ways to opt-out of certain sales of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. The CCPA may increase our compliance costs and potential liability. Some observers have noted that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the U.S., which could increase our potential liability and adversely affect our business.

In the European Union, or EU, the General Data Protection Regulation, or GDPR, which came into effect on May 25, 2018, could increase our burden of regulatory compliance. The GDPR implements more stringent operational requirements for processors and controllers of personal data, including, for example, requiring expanded disclosures about how personal information is to be used, limitations on retention of information, mandatory data breach notification requirements, and higher standards for data controllers to demonstrate that they have obtained either valid consent or have another legal basis in place to justify their data processing activities. The GDPR further provides that EU member states may make their own additional laws and regulations in relation to certain data processing activities, which could further limit our ability to use and share personal data and could require localized changes to our operating model. Under the GDPR, fines of up to €20 million or up to 4% of the total worldwide annual turnover of the preceding financial year, whichever is higher, may be assessed for noncompliance, which significantly increases our potential financial exposure for non-compliance.

In China, the requirement of legal collection and usage of personal information was stated in several rules and regulations. In addition, internet service providers must promptly alert upon the discovery of publishing private information by minors via the internet and take necessary protective measures. For more information, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Games.” and “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Internet Information Security and Privacy Protection.” On October 21, 2020, the Legislative Affairs Committee of the National People’s Congress of the PRC has publicly solicited opinions on the PRC Personal Information Protection Law (Draft), which sets forth detailed rules on handling personal information and legal responsibilities. As of the date of this annual report, the draft has not been formally adopted.

While we strive to comply with applicable data protection laws and regulations, as well as our privacy policies pursuant to our terms of use and other obligations we may have with respect to privacy and data protection, any failure or perceived failure to comply with these laws, regulations or policies may result in inquiries and other proceedings or actions against us by government agencies or others, as well as negative publicity and damage to our reputation and brand, each of which could cause us to lose users and customers and have an adverse effect on our business and results of operations. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Internet Information Security and Privacy Protection.”

Any systems failure or compromise of our security that results in the unauthorized access to or release of our users’ or other customers’ data could significantly limit the adoption of our products and services, as well as harm our reputation and brand and, therefore, our business. We expect to expend significant resources to protect against security breaches. The risk that these types of events could seriously harm our business is likely to increase as we expand the number of services we offer and increase the size of our user base.

Our practices may become inconsistent with new laws or regulations concerning data protection, or the interpretation and application of existing consumer and data protection laws or regulations, which is often uncertain and in flux. If so, in addition to the possibility of fines, this could result in an order requiring that we change our practices, which could have an adverse effect on our business and operating results. Complying with new laws and regulations could cause us to incur substantial costs or require us to change our business practices in a manner materially adverse to our business. Failure or perceived failure to comply with applicable laws and regulations related to the collection, use, or sharing of personal information or other privacy-related and security matters could result in a loss of confidence in us by customers and users, which could adversely affect our business, financial condition and results of operations.

***We utilize payment collection channels to collect proceeds from our paying users' purchases. Any failure by those payment collection channels to process payments effectively and securely may materially and adversely affect our revenue realization and brand recognition.***

We depend on the billing and payment systems of third parties such as online third-party payment processors to maintain accurate records of payments of sales proceeds by paying users and collect such payments. We receive periodic statements from these third parties which indicate the aggregate amount of fees that were charged to paying users of our products and services. Our business and results of operations could be adversely affected if these third parties fail to accurately account for or calculate the revenues generated from the sales of our products and services. If there are security breaches or failure or errors in the payment process of these third parties, user experience may be affected and our business results may be negatively impacted.

Failure to timely collect our receivables from third parties whose billing and payment systems we use and third-party payment processors may adversely affect our cash flows. Our third-party payment processors may from time to time experience cash flow difficulties. Consequently, they may delay their payments to us or fail to pay us at all. Any delay in payment or inability of current or potential third-party payment processors to pay us may significantly harm our cash flow and results of operations.

We also do not have control over the security measures of our third-party payment service providers, and security breaches of the online payment systems that we use could expose us to litigation and possible liability for failing to secure confidential customer information and could, among other things, damage our reputation and the perceived security of all of the online payment systems that we use. If a well-publicized internet security breach were to occur, users concerned about the security of their online payments may become reluctant to purchase our products through payment service providers even if the publicized breach did not involve payment systems or methods used by us. In addition, billing software errors could damage user confidence in these payment systems. If any of the above were to occur and damage our reputation or the perceived security of the payment systems we use, we may lose paying users as they may be discouraged from purchasing products or services on our platform, which may have an adverse effect on our business and results of operations.

***Our success depends on the efforts of our key employees, including our senior management members and other technology personnel. If we fail to hire, retain and motivate our key employees, our business may suffer.***

We depend on the continued contributions of our senior management and other key employees, many of whom are difficult to replace. The loss of the services of any of our executive officers or other key employees could harm our business. Competition for qualified talent in China is intense, particularly in the internet and technology industries. Our future success depends on our ability to attract a large number of qualified employees and retain existing key employees. If we are unable to do so, our business and growth may be materially and adversely affected and the trading price of our listed securities could suffer. Our need to significantly increase the number of our qualified employees and retain key employees may cause us to materially increase compensation-related costs, including stock-based compensation.

***We have granted, and may continue to grant, options and other types of awards under our share incentive plan, which may result in increased share-based compensation expenses.***

We adopted a global share incentive plan in 2014 and a share incentive plan in 2018, which we refer to as the Global Share Plan and the 2018 Plan, respectively, in this annual report, for the purpose of granting share-based compensation awards to employees, directors and consultants to incentivize their performance and align their interests with ours. We recognize expenses in our consolidated financial statements in accordance with U.S. GAAP. Under each of the share incentive plans, we are authorized to grant options and other types of awards. As of January 31, 2021, awards to purchase an aggregate of 22,265,166 ordinary shares under both of the Global Share Plan and the 2018 Plan have been granted and outstanding, excluding awards that were forfeited or cancelled after the relevant grant dates. We recognize share-based compensation expenses in our consolidated financial statements in connection with these grants, and may continue to incur such expenses in the future. As of December 31, 2020, our unrecognized share-based compensation expenses relating to unvested awards amounted to RMB3,787.3 million (US\$580.4 million), adjusted for estimated forfeitures.

***If we cannot obtain sufficient cash when we need it, we may not be able to meet our payment obligations under our convertible notes.***

In April 2019, we issued US\$500 million in aggregate principal amount of convertible senior notes due 2026, which we refer to as 2026 Notes in this annual report. The 2026 Notes bear interest at a rate of 1.375% per year, payable semiannually in arrears on April 1 and October 1 of each year, beginning on October 1, 2019, and will mature on April 1, 2026 (unless earlier repurchased, redeemed or converted). In June 2020, we issued US\$800 million in aggregate principal amount of convertible senior notes due 2027, which we refer to as 2027 Notes in this annual report. The 2027 Notes bear interest at a rate of 1.25% per year, payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2020, and will mature on June 15, 2027 (unless repurchased, redeemed or converted).

We derive most of our revenues from, and hold most of our assets through, our subsidiaries. As a result, we may rely in part upon distributions and advances from our subsidiaries in order to help us meet our payment obligations under the 2026 Notes, 2027 Notes and our other obligations. Our subsidiaries are distinct legal entities and do not have any obligation (legal or otherwise) to provide us with distributions or advances. We may face tax or other adverse consequences, or legal limitations, on our ability to obtain funds from these entities. In addition, our ability to obtain external financing in the future is subject to a variety of uncertainties, including:

- our financial condition, results of operations and cash flows;
- general market conditions for financing activities by internet companies; and
- economic, political and other conditions in the PRC and elsewhere.

If we are unable to obtain funding in a timely manner or on commercially acceptable terms, we may not be able to meet our payment obligations under our convertible notes. If we fail to pay interest on the convertible notes, we will be in default under the indenture governing the convertible notes, which in turn may constitute a default under existing and future agreements governing our indebtedness.

***If we fail to implement and maintain an effective system of internal controls to remediate our material weakness over financial reporting, we may be unable to accurately report our results of operations, meet our reporting obligations or prevent fraud, and investor confidence and the market price of our ADSs may be materially and adversely affected.***

In auditing our consolidated financial statements for the fiscal year ended December 31, 2018, we and our independent registered public accounting firm identified one material weakness in our internal control over financial reporting, in accordance with the standards established by the Public Company Accounting Oversight Board of the United States (PCAOB).

As defined in the standards established by the PCAOB, a “material weakness” is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness identified related to our lack of sufficient resources regarding financial reporting and accounting personnel with understanding of U.S. GAAP, in particular, to address complex U.S. GAAP technical accounting issues, related disclosures in accordance with U.S. GAAP and financial reporting requirements set forth by the SEC. The material weakness, if not timely remedied, may have led to significant misstatements in our consolidated financial statements in the future.

Following the identification of the material weakness, we have taken measures to remedy the material weakness. Our management has concluded that our internal control over financial reporting was effective as of December 31, 2019 after the remediation. For details on these initiatives, please see “Item 15. Controls and Procedures—Internal Control Over Financial Reporting—Remediation of the Material Weakness in Internal Control over Financial Reporting Reported in 2018.”

The SEC, as required under Section 404 of the Sarbanes-Oxley Act of 2002, has adopted rules requiring public companies to include a report of management on the effectiveness of such companies’ internal control over financial reporting in their respective annual reports. In addition, an independent registered public accounting firm for a public company may be required to issue an attestation report on the effectiveness of such company’s internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. In addition, as we have become a public company, our reporting obligations may place a significant strain on our management, operational and financial resources and systems for the foreseeable future. We may be unable to timely complete our evaluation testing and any required remediation.

If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our consolidated financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, harm our results of operations, and lead to a decline in the trading price of our listed securities. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange on which we list, regulatory investigations and civil or criminal sanctions.

***We rely on certain key operating metrics to evaluate the performance of our business, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.***

We rely on certain key operating metrics, such as MAU and average monthly paying users, to evaluate the performance of our business. Our operating metrics may differ from estimates published by third parties or from similarly titled metrics used by other companies due to differences in methodology and assumptions. We calculate these operating metrics using internal company data that have not been independently verified. If we discover material inaccuracies in the operating metrics we use, or if they are perceived to be inaccurate, our reputation may be harmed and our evaluation methods and results may be impaired, which could negatively affect our business. If investors make investment decisions based on operating metrics we disclose that are inaccurate, we may also face potential lawsuits or disputes.

***We do not have any business insurance coverage.***

The insurance industry in China is still in an early stage of development, and insurance companies in China currently offer limited business-related insurance products. We do not maintain business interruption insurance or general third-party liability insurance, nor do we maintain property insurance, product liability insurance or key-man insurance. We consider this practice to be reasonable in light of the nature of our business and the insurance products that are available in China and in line with the practices of other companies in the same industry of similar size in China. Any uninsured risks may result in substantial costs and the diversion of resources, which could adversely affect our results of operations and financial condition.



***A severe or prolonged downturn in the Chinese or global economy, any financial or economic crisis, or perceived threat of such a crisis, could materially and adversely affect our business and financial condition.***

COVID-19 may continue to have a severe and prolonged negative impact on the Chinese and the global economy, including potential reductions in advertising and marketing customers' budgets, which may affect our advertising revenues and financial performance generally. Even before the outbreak of COVID-19, the global macroeconomic environment faced numerous challenges. The growth rate of the Chinese economy has gradually slowed in recent years and the trend may continue. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies which have been adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China, even before 2020. The global financial markets experienced significant disruptions in 2008 and the United States, European and other economies went into recession. The recovery from the lows of 2008 and 2009 was uneven and the global financial markets are facing new challenges, including the escalation of the European sovereign debt crisis since 2011, the hostilities in the Ukraine, the economic slowdown in the Eurozone in 2014. Unrest, terrorist threats and the potential for war in the Middle East and elsewhere may increase market volatility across the globe. It is unclear whether these challenges will be contained and what effects they each may have. There have also been concerns about the relationship between China and other countries, including the surrounding Asian countries, which may potentially have negative economic effects. In particular, there is significant uncertainty about the future relationship between the United States and China with respect to trade policies, treaties, government regulations and tariffs. Economic conditions in China are sensitive to global economic conditions, as well as changes in domestic economic and political policies and the expected or perceived overall economic growth rate in China. Any severe or prolonged slowdown in the global or Chinese economy might lead to tighter credit markets, increased market volatility, sudden drops in business and dramatic changes in business, and may materially and adversely affect our business, results of operations and financial condition.

***We face risks related to natural disasters, health epidemics and other outbreaks, such as the COVID-19 pandemic, which could significantly disrupt our operations.***

Our business could be adversely affected by the effects of natural disasters, other health epidemics or other public safety concerns. In recent years, there have been other breakouts of epidemics in China and globally. Our operations could be disrupted if one of our employees is suspected of having COVID-19, H1N1 flu, avian flu or another epidemic, since it could require our employees to be quarantined and/or our offices to be disinfected. In addition, our results of operations could be adversely affected to the extent that the outbreak harms the PRC economy in general and the mobile internet industry in particular.

The worldwide outbreak of COVID-19 pandemic has resulted in significant disruptions in the global economy. To contain the spread of COVID-19, the Chinese government has taken certain emergency measures, including extension of the Lunar New Year holidays, implementation of travel bans, blockade of certain roads and closure of factories and businesses. These emergency measures have been significantly relaxed by the Chinese government as of the date of this annual report. However, there has been occasional outbreaks of COVID-19 in various cities in China, and the Chinese government may again take measures to keep COVID-19 in check. The COVID-19 pandemic has caused delays in the delivery of the merchandise sold on our platform to the customers in the first quarter of 2020. Although the delivery has been gradually recovering since then, if the impact of COVID-19 is prolonged or worsens further, it may still disrupt the delivery, which may in turn adversely affect our revenue and financial conditions. Our user acquisition and engagement may fluctuate depending on factors beyond our control, such as the shelter-in-place restrictions due to the COVID-19 pandemic. We have experienced a significant increase in the size and engagement of our active user base during the first quarter of 2020. Although we have been able to maintain the momentum of user acquisition and engagement in the other quarters of 2020 as China gradually relaxed its shelter-in-place restrictions, we may not be able to maintain the growth of our active user base or user acquisition and the level of engagement in the long term. The COVID-19 pandemic has caused delays in production and uncertainty in scheduling of content of our licensed content providers in countries such as Japan. In the event that this pandemic cannot be effectively and timely contained in the countries where our licensed content providers reside, our ability to consistently offer and introduce new content this year may be significantly disrupted, which in turn may harm our user acquisition and engagement growth, as well as our financial performance generally. We have taken measures to reduce the impact of this epidemic outbreak, including, upgrading our telecommuting system, monitoring our employees' health on a daily basis and optimizing our technology system to support potential growth in user traffic. As a result of any of the above developments, our business, financial condition and results of operations could be materially and adversely affected by COVID-19 pandemic for this year and beyond. The extent to which COVID-19 impacts our results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19, the actions to contain the coronavirus or treat its impact, the availability of vaccine and treatment for COVID-19, among others.



We are also vulnerable to natural disasters and other calamities. Although we have servers that are hosted in an offsite location, our backup system does not capture data on a real-time basis and we may be unable to recover certain data in the event of a server failure. We cannot assure you that any backup systems will be adequate to protect us from the effects of fire, floods, typhoons, earthquakes, power loss, telecommunications failures, break-ins, war, riots, terrorist attacks or similar events. Any of the foregoing events may give rise to server interruptions, breakdowns, system failures, technology platform failures or internet failures, which could cause the loss or corruption of data or malfunctions of software or hardware as well as adversely affect our ability to provide services on our platform.

Any future outbreak of contagious diseases, extreme unexpected bad weather or natural disasters would adversely affect our offline events and delivery of the merchandise sold on our platform. If there is a recurrence of an outbreak of certain contagious diseases or natural disasters, the offline events operated by us may be cancelled or delayed and the delivery of the merchandise sold on our platform may be delayed. Government advices regarding, or restrictions on holding offline events and travels, in the event of an outbreak of any contagious disease or occurrence of natural disasters may have a material adverse effect on our business and operating results.

***Our ability to conduct business in international markets may be adversely affected by legal, regulatory and other risks.***

International expansion of our online games is a part of our growth strategy and may subject us to additional risks and challenges, including but not limited to challenges in formulating effective local sales and marketing strategies targeting users from various jurisdictions and cultures, who have a diverse range of preferences and demands; challenges in identifying appropriate local business partners and establishing and maintaining good working relationships with them; exposure to different tax jurisdictions that may subject us to greater fluctuations in our effective tax rate and potentially adverse tax consequence; and risks of increased costs associated with doing business in foreign jurisdictions. If we fail to address any of these risks and challenges associated with our international expansion, our reputation, business and results of operations may be adversely affected.

***Any failure to comply with PRC property laws and relevant regulations regarding certain of our leased premises may materially and adversely affect our business, financial condition, results of operations and prospects.***

We have not registered our lease agreements with the relevant government authorities. Under the relevant PRC laws and regulations, we may be required to register and file with the relevant government authority executed leases. The failure to register the lease agreements for our leased properties will not affect the validity of these lease agreements, but the competent housing authorities may order us to register the lease agreements in a prescribed period of time and impose a fine ranging from RMB1,000 to RMB10,000 for each non-registered lease if we fail to complete the registration within the prescribed timeframe.

***Our auditor is not inspected by the PCAOB and, as such, you are deprived of the benefits of such inspection. In addition, various legislative and regulatory developments related to U.S.-listed China-based companies due to lack of PCAOB inspection and other developments may have a material adverse impact on our listing and trading in the U.S. and the trading prices of our ADSs.***

Our auditor, the independent registered public accounting firm that issued the audit reports included elsewhere in this annual report, is registered with the Public Company Accounting Oversight Board (United States), or the PCAOB. Pursuant to laws in the United States, the PCAOB has the authority to conduct regular inspections over independent registered public accounting firms registered with the PCAOB to assess their compliance with the applicable professional standards. Our auditor is also located in China, a jurisdiction which does not allow the PCAOB to conduct inspections without the approval of the Chinese authorities. As a result, we understand that the auditor that prepared the audit report included in our annual report on Form 20-F filed with the SEC is not currently inspected by the PCAOB.

In May 2013, the PCAOB announced that it had entered into a Memorandum of Understanding on Enforcement Cooperation with the China Securities Regulatory Commission, or the CSRC, and the Ministry of Finance of the PRC, or the MOF, which established a cooperative framework between the parties for the production and exchange of audit documents relevant to investigations undertaken by the PCAOB, the CSRC or the MOF in the United States and the PRC, respectively. The PCAOB continued to discuss with the CSRC and the MOF on joint inspections in the PRC of PCAOB-registered audit firms that provide auditing services to Chinese companies that trade on U.S. stock exchanges. On December 7, 2018, the SEC and the PCAOB issued a joint statement highlighting the continued challenges faced by the U.S. regulators in their oversight of financial statement audits of U.S.-listed companies with significant operations in China. On April 21, 2020, the SEC and the PCAOB issued another joint statement reiterating the greater risks of insufficient disclosures from companies in many emerging markets, including China, compared to those from U.S. domestic companies. In discussing the specific issues related to these greater risks, the statement again highlighted the PCAOB's inability to inspect audit work and practices of accounting firms in China with respect to U.S. reporting companies. On June 4, 2020, the then U.S. President issued a memorandum ordering the President's Working Group on Financial Markets, or the PWG, to submit a report to the President within 60 days of the memorandum that includes recommendations for actions that can be taken by the executive branch and by the SEC or the PCAOB on Chinese companies listed on U.S. stock exchanges and their audit firms. On August 6, 2020, the PWG released the report. In particular, with respect to jurisdictions that do not grant the PCAOB sufficient access to fulfill its statutory mandate, or NCJs, the PWG recommended that enhanced listing standards be applied to companies from NCJs for seeking initial listing and remaining listed on U.S. stock exchanges. Under the enhanced listing standards, if the PCAOB does not have access to work papers of the principal audit firm located in a NCJ for the audit of a U.S.-listed company as a result of governmental restrictions, the U.S.-listed company may satisfy this standard by providing a co-audit from an audit firm with comparable resources and experience where the PCAOB determines that it has sufficient access to the firm's audit work papers and practices to inspect the co-audit. There is currently no legal framework under which such co-audits can be performed for China-based companies. The report recommended a transition period until January 1, 2022 before the new listing standards apply to companies already listed on U.S. stock exchanges. Under the PWG recommendations, if we fail to meet the enhanced listing standards before January 1, 2022, we could face de-listing from the Nasdaq Global Select Market, deregistration from the SEC and/or other risks, which may materially and adversely affect, or effectively terminate, our ADS trading in the United States. It is uncertain whether the PWG recommendations will be adopted, in whole or in part, and the impact of any new rule on us cannot be estimated at this time.

This lack of the PCAOB inspections in China prevents the PCAOB from fully evaluating audits and quality control procedures of our independent registered public accounting firm. As a result, we and investors in our Class Z ordinary shares are deprived of the benefits of such PCAOB inspections. The inability of the PCAOB to conduct inspections of auditors in China makes it more difficult to evaluate the effectiveness of our independent registered public accounting firm's audit procedures or quality control procedures as compared to auditors outside of China that are subject to the PCAOB inspections, which could cause investors and potential investors in our stock to lose confidence in our audit procedures and reported financial information and the quality of our financial statements.

As part of a continued regulatory focus in the United States on access to audit and other information currently protected by national law, in particular China's, the Holding Foreign Companies Accountable Act, or the Act, has been enacted. In essence, the Act requires the SEC to prohibit foreign companies from having its securities traded on U.S. securities exchanges or "over-the-counter" if a company retains a foreign accounting firm that cannot be inspected by the PCAOB for three consecutive years, beginning in 2021. The enactment of Act and any additional rulemaking efforts to increase U.S. regulatory access to audit information in China could cause investor uncertainty for affected SEC registrants, including us, the market price of our ADSs could be materially adversely affected, and our ADSs could be delisted if we are unable to meet the PCAOB inspection requirement in time.

***Proceedings instituted by the SEC against certain PRC-based accounting firms, including our independent registered public accounting firm, could result in our financial statements being determined to not be in compliance with the requirements of the Exchange Act.***

In December 2012, the SEC instituted administrative proceedings against the Big Four PRC-based accounting firms, including our independent registered public accounting firm, alleging that these firms had violated U.S. securities laws and the SEC's rules and regulations thereunder by failing to provide to the SEC the firms' audit work papers with respect to certain PRC-based companies that are publicly traded in the United States.

On January 22, 2014, the administrative law judge, or the ALJ, presiding over the matter rendered an initial decision that each of the firms had violated the SEC's rules of practice by failing to produce audit papers and other documents to the SEC. The initial decision censured each of the firms and barred them from practicing before the SEC for a period of six months.

On February 6, 2015, the four China-based accounting firms each agreed to a censure and to pay a fine to the SEC to settle the dispute and avoid suspension of their ability to practice before the SEC and audit U.S.-listed companies. The settlement required the firms to follow detailed procedures and to seek to provide the SEC with access to Chinese firms' audit documents via the CSRC. Under the terms of the settlement, the underlying proceeding against the four China-based accounting firms was deemed dismissed with prejudice four years after entry of the settlement. The four-year mark occurred on February 6, 2019. While we cannot predict if the SEC will further challenge the four China-based accounting firms' compliance with U.S. law in connection with U.S. regulatory requests for audit work papers or if the results of such a challenge would result in the SEC imposing penalties such as suspensions, if the accounting firms are subject to additional remedial measures, our ability to file our financial statements in compliance with SEC requirements could be impacted. A determination that we have not timely filed financial statements in compliance with the SEC requirements could ultimately lead to the delisting of our Class Z ordinary shares from Nasdaq or the termination of the registration of our Class Z ordinary shares under the Securities Exchange Act of 1934, or both, which would substantially reduce or effectively terminate the trading of our ADSs in the United States.

### **Risks Related to Our Corporate Structure**

***If the PRC government finds that the agreements that establish the structure for operating our businesses in China do not comply with PRC regulations on foreign investment in internet and other related businesses, or if these regulations or their interpretation change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.***

PRC laws and regulations impose certain restrictions or prohibitions on foreign ownership of companies that engage in internet and other related businesses, including the provision of internet content and online game operations. For example, the internet cultural business (except for music), the internet audio-visual program business, the radio and television program production and operation business, and the production of audio-visual products and/or electronic publications remain as prohibited areas for foreign investment. Specifically, foreign ownership of a commercial internet information services provider may not exceed 50%, and the major foreign investor is required to have a record of good performance and operating experience in managing value-added telecommunications business. We are a company registered in the Cayman Islands and our WFOE is considered a foreign-invested enterprise. To comply with PRC laws and regulations, we conduct our business in China mainly through Shanghai Kuanyu and Hode Information Technology (our VIEs) and their respective subsidiaries, based on a series of contractual arrangements by and among Hode Shanghai (our WFOE), our VIEs, and their shareholders. As a result of these contractual arrangements, we exert control over our consolidated affiliated entities and consolidate their financial results in our financial statements under U.S. GAAP. Our consolidated affiliated entities hold the licenses, approvals and key assets that are essential for our operations.

In the opinion of our PRC counsel, based on its understanding of the relevant PRC laws and regulations, except as disclosed in this annual report, each of the contracts among Hode Shanghai, our VIEs and their shareholders is valid, binding and enforceable in accordance with its terms. However, we have been further advised by our PRC counsel that there are substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations. Thus, the PRC government may ultimately take a view contrary to the opinion of our PRC counsel. If we are found in violation of any PRC laws or regulations or if the contractual arrangements among Hode Shanghai, our VIEs and their shareholders are determined as illegal or invalid by the PRC court, arbitral tribunal or regulatory authorities, the relevant governmental authorities would have broad discretion in dealing with such violation, including, without limitation:

- revoking the business licenses and/or operating licenses of such entities;
- imposing fines on us;
- confiscating any of our income that they deem to be obtained through illegal operations;
- discontinuing or placing restrictions or onerous conditions on our operations;
- placing restrictions on our right to collect revenues;

- shutting down our servers or blocking our app/websites;
- requiring us to restructure the operations in such a way as to compel us to establish a new enterprise, re-apply for the necessary licenses or relocate our businesses, staff and assets;
- imposing additional conditions or requirements with which we may not be able to comply; or
- taking other regulatory or enforcement actions against us that could be harmful to our business.

The imposition of any of these penalties may result in a material and adverse effect on our ability to conduct our business operations. In addition, if the imposition of any of these penalties causes us to lose the rights to direct the activities of our consolidated affiliated entities or the right to receive their economic benefits, we would no longer be able to consolidate their financial results.

***We rely on contractual arrangements with our VIEs and their shareholders for our operations in China, which may not be as effective in providing operational control as direct ownership.***

Due to PRC restrictions or prohibitions on foreign ownership of internet and other related businesses in China, we operate our business in China through our VIEs and their subsidiaries, in which we have no ownership interest. We rely on a series of contractual arrangements with our VIEs and their shareholders, including the powers of attorney, to control and operate business of our consolidated affiliated entities. These contractual arrangements are intended to provide us with effective control over our consolidated affiliated entities and allow us to obtain economic benefits from them. See “Item 4. Information on the Company—C. Organizational Structure” for more details about these contractual arrangements. In particular, our ability to control the consolidated affiliated entities depends on the powers of attorney, pursuant to which Hode Shanghai can vote on all matters requiring shareholder approval in our VIEs. We believe these powers of attorney are legally enforceable but may not be as effective as direct equity ownership.

Although we have been advised by our PRC counsel, Tian Yuan Law Firm, that except as disclosed in this annual report, each of the contracts among Hode Shanghai, our VIEs and their shareholders is valid, binding and enforceable under existing PRC laws and regulations, these contractual arrangements may not be as effective in providing control over our VIEs and their subsidiaries as direct ownership. If our VIEs or their shareholders fail to perform their respective obligations under the contractual arrangements, we may incur substantial costs and expend substantial resources to enforce our rights. These contractual arrangements are governed by and interpreted in accordance with PRC law, and disputes arising from these contractual arrangements will be resolved through arbitration in China. However, the legal system in China, particularly as it relates to arbitration proceedings, is not as developed as the legal system in many other jurisdictions, such as the United States. See “—Risks Related to Doing Business in China—Uncertainties in the interpretation and enforcement of PRC laws and regulations could limit the legal protections available to you and us.” There are very few precedents and little official guidance as to how contractual arrangements in the context of a variable interest entity should be interpreted or enforced under PRC law. There remain significant uncertainties regarding the ultimate outcome of arbitration should legal action become necessary. These uncertainties could limit our ability to enforce these contractual arrangements. In addition, arbitration awards are final and can only be enforced in PRC courts through arbitration award recognition proceedings, which could cause additional expenses and delays. In the event we are unable to enforce these contractual arrangements or we experience significant delays or other obstacles in the process of enforcing these contractual arrangements, we may not be able to exert effective control over our VIEs and may lose control over the assets owned by our VIEs. As a result, we may be unable to consolidate the financial results of such entities in our consolidated financial statements, our ability to conduct our business may be negatively affected, and our operations could be severely disrupted, which could materially and adversely affect our results of operations and financial condition.

***We may lose the ability to use and enjoy assets held by our VIEs and their subsidiaries that are important to our business if our VIEs and their subsidiaries declare bankruptcy or become subject to a dissolution or liquidation proceeding.***

Our VIEs hold certain licenses that are important to our operations, including the ICP License, License for Online Transmission of Audio-Visual Programs, Online Culture Operating Permits and License for Production and Operation of Radio and Television Programs. Under our contractual arrangements, the shareholders of our VIEs may not voluntarily liquidate our VIEs or approve them to sell, transfer, mortgage or dispose of their assets or legal or beneficial interests exceeding certain threshold in the business in any manner without our prior consent. However, in the event that the shareholders breach this obligation and voluntarily liquidate our VIEs, or our VIEs declare bankruptcy, or all or part of their assets become subject to liens or rights of third-party creditors, we may be unable to continue some or all of our operations, which could materially and adversely affect our business, financial condition and results of operations. Furthermore, if our VIEs or their subsidiaries undergo a voluntary or involuntary liquidation proceeding, their shareholders or unrelated third-party creditors may claim rights to some or all of its assets, hindering our ability to operate our business, which could materially and adversely affect our business, financial condition and results of operations.

***Contractual arrangements we have entered into with our VIEs may be subject to scrutiny by the PRC tax authorities. A finding that we owe additional taxes could negatively affect our financial condition and the value of your investment.***

Pursuant to applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by PRC tax authorities. We may be subject to adverse tax consequences if the PRC tax authorities determine that the contractual arrangements among our WFOE, our VIEs and their shareholders are not on an arm's-length basis and therefore constitute favorable transfer pricing. As a result, the PRC tax authorities could require that our VIEs adjust their taxable income upward for PRC tax purposes. Such an adjustment could increase our VIEs' tax expenses without reducing the tax expenses of our WFOE, subject our VIEs to late payment fees and other penalties for under-payment of taxes, and result in the loss of any preferential tax treatment our WFOE may have. As a result, our consolidated results of operations may be adversely affected.

***If the chops of our PRC subsidiaries, our VIEs and their subsidiaries, are not kept safely, are stolen or are used by unauthorized persons or for unauthorized purposes, the corporate governance of these entities could be severely and adversely compromised.***

In China, a company chop or seal serves as the legal representation of the company towards third parties even when unaccompanied by a signature. Each legally registered company in China is required to maintain a company chop, which must be registered with the local Public Security Bureau. In addition to this mandatory company chop, companies may have several other chops which can be used for specific purposes. The chops of our PRC subsidiaries, our VIEs and their subsidiaries are generally held securely by personnel designated or approved by us in accordance with our internal control procedures. To the extent those chops are not kept safe, are stolen or are used by unauthorized persons or for unauthorized purposes, the corporate governance of these entities could be severely and adversely compromised and those corporate entities may be bound to abide by the terms of any documents so chopped, even if they were chopped by an individual who lacked the requisite power and authority to do so.

***The shareholders of our VIEs may have potential conflicts of interest with us, which may materially and adversely affect our business.***

The shareholders of our VIEs include Yi Xu, Rui Chen and Ni Li, who are also our shareholders, and, in some cases are our directors or officers. Conflicts of interest may arise between the roles of them as shareholders, directors or officers of our company and as shareholders of our VIEs. For individuals who are also our directors and officers, we rely on them to abide by the laws of the Cayman Islands, which provide that directors and officers owe a fiduciary duty to our company to act in good faith and in the best interest of our company and not to use their positions for personal gain. The shareholders of our VIEs have executed powers of attorney to appoint Hode Shanghai or a person designated by Hode Shanghai to vote on their behalf and exercise voting rights as shareholders of our VIEs. We cannot assure you that when conflicts arise, these shareholders will act in the best interest of our company or that conflicts will be resolved in our favor. If we cannot resolve any conflicts of interest or disputes between us and these shareholders, we would have to rely on legal proceedings, which may be expensive, time-consuming and disruptive to our operations. There is also substantial uncertainty as to the outcome of any such legal proceedings.

***We may rely on dividends paid by our PRC subsidiaries to fund cash and financing requirements. Any limitation on the ability of our PRC subsidiaries to pay dividends to us could have a material adverse effect on our ability to conduct our business and to pay dividends to our shareholders and ADS holders.***

We are a holding company, and we may rely on dividends to be paid by our PRC subsidiaries for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to the holders of the ADSs and our ordinary shares and service any debt we may incur. If our PRC subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us.

Under PRC laws and regulations, a wholly foreign-owned enterprise in China, such as Hode Shanghai, may pay dividends only out of its accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise is required to set aside at least 10% of its after-tax profits each year, after making up previous years' accumulated losses, if any, to fund certain statutory reserve funds, until the aggregate amount of such fund reaches 50% of its registered capital. These reserve funds are not distributable as cash dividends. Any limitation on the ability of our PRC subsidiaries to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business.

***Substantial uncertainties exist with respect to how the Foreign Investment Law may impact the viability of our current corporate structure and operations.***

The National People's Congress approved the PRC Foreign Investment Law, or the 2019 FIL, on March 15, 2019, effective from January 1, 2020, and the State Council approved the Regulation on Implementing the PRC Foreign Investment Law, or the Implementation Regulations, on December 26, 2019, effective from January 1, 2020, which replaced the trio of existing laws regulating foreign investment in China, namely, the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. The Supreme People's Court of China issued a judicial interpretation on the 2019 FIL, in December 2019, effective from January 1, 2020, to ensure fair and efficient implementation of the 2019 FIL. The judicial interpretation clarifies the issues regarding the validity of the investment contract violating the restrictive or prohibitive requirements in the negative list. According to the judicial interpretation, courts in China shall not, among other things, support contracted parties to claim foreign investment contracts in sectors not on the Special Administrative Measures (Negative List) for Foreign Investment Access (2020 Version), most recently jointly promulgated by the Ministry of Commerce of the PRC, or the MOFCOM and the National Development and Reform Commission of the PRC, or the NDRC, on June 23, 2020 and became effective on July 23, 2020, or the Negative List (2020), as void because the contracts have not been approved or registered by administrative authorities. However, since PRC judicial and administrative authorities have significant discretion in interpreting and implementing statutory and contractual terms, it is difficult to predict the outcome of a judicial or administrative proceeding, and such unpredictability towards our contractual rights could adversely affect our business and impede our ability to continue our operations. The 2019 FIL and Implementation Regulations embody an expected PRC regulatory trend to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic investments.

The 2019 FIL removes all references to the terms of "de facto control" or "contractual control" as defined in the draft published in 2015 by MOFCOM. However, the 2019 FIL has a catch-all provision under the definition of "foreign investment" which includes investments made by foreign investors in China through means stipulated in laws or administrative regulations or other methods prescribed by the State Council. Therefore, the State Council may in the future promulgate laws and regulations that deem investments made by foreign investors through contractual arrangements as "foreign investment," and our contractual arrangements may be subject to and be deemed to violate the market entry requirements in China. The "variable interest entity" structure, or VIE structure, has been adopted by many PRC-based companies, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign investment restrictions in China. See "Item 4. Information on the Company—C. Organizational Structure" for more details about these contractual arrangements.

In addition, the 2019 FIL further specifies that foreign investments shall be conducted in line with the “negative list” to be issued or approved to be issued by the State Council. The commercial internet information service, internet audio-visual program services, online cultural activities, the radio and television program production and operation business, and the production of audio-visual products and/or electronic publications that we conduct through our consolidated affiliated entities are subject to foreign investment restrictions set forth in the Negative List (2020). It is uncertain whether the industry of commercial internet information service, internet audio-visual program services, online culture activities, the radio and television program production and operation business, and the production of audio-visual products and/or electronic publications, in which our variable interest entities operate, will be subject to the foreign investment restrictions or prohibitions under the then updated “negative list” to be issued. If the then updated “negative list” requires companies with existing VIE structure like us to take further actions, we will face uncertainties as to whether any clearance from the relevant governmental authorities can be timely obtained, or at all.

***Divestitures of businesses and assets may have a material and adverse effect on our business and financial condition.***

We may engage partial or complete divestitures or other disposal transactions in connection with certain of our businesses and assets in the future, particularly ones that are not closely related to our core focus areas or might require excessive resources or financial capital, to help our company meet its objectives. These decisions are largely based on our management’s assessment of the business models and likelihood of success of these businesses. However, our judgment could be inaccurate, and we may not achieve the desired strategic and financial benefits from these transactions. Our financial results could be adversely affected by the impact from the loss of earnings and corporate overhead contribution/allocation associated with divested businesses.

Dispositions may also involve continued financial involvement in the divested business, such as through guarantees, indemnities or other financial obligations. Under these arrangements, performance by the divested businesses or other conditions outside of our control could affect our future financial results. We may also be exposed to negative publicity as a result of the potential misconception that the divested business is still part of our consolidated group. On the other hand, we cannot assure you that the divesting business would not pursue opportunities to provide services to our competitors or other opportunities that would conflict with our interests. If any conflicts of interest that may arise between the divesting business and us cannot be resolved in our favor, our business, financial condition, results of operations could be materially and adversely affected.

Furthermore, reducing or eliminating our ownership interests in these businesses might negatively affect our operations, prospects, or long-term value. We may lose access to resources or know-how that would have been useful in the development of our own business. Our ability to diversify or expand our existing businesses or to move into new areas of business may be reduced, and we may have to modify our business strategy to focus more exclusively on areas of business where we already possess the necessary expertise. We may sell our interests too early, and thus forego gains that we otherwise would have received had we not sold. Selecting businesses to dispose of or spin off, finding buyers for them (or the equity interests in them to be sold) and negotiating prices for what may be relatively illiquid ownership interests with no easily ascertainable fair market value will also require significant attention from our management and may divert resources from our existing business, which in turn could have an adverse effect on our business operations.

**Risks Related to Doing Business in China**

***Uncertainties in the interpretation and enforcement of PRC laws and regulations could limit the legal protections available to you and us.***

The PRC legal system is based on written statutes and court decisions have limited precedential value. The PRC legal system is evolving rapidly, and the interpretations of many laws, regulations and rules may contain inconsistencies and enforcement of these laws, regulations and rules involves uncertainties.

From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights. However, since PRC judicial and administrative authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to predict the outcome of a judicial or administrative proceeding than in more developed legal systems. Furthermore, the PRC legal system is based, in part, on government policies and internal rules, some of which are not published in a timely manner, or at all, but which may have retroactive effect. As a result, we may not always be aware of any potential violation of these policies and rules. Such unpredictability towards our contractual, property (including intellectual property) and procedural rights could adversely affect our business and impede our ability to continue our operations.



***We face uncertainties with respect to the interpretation and implementation of the Anti-Monopoly Guidelines for the Internet Platform Economy Sector.***

In February 2021, the Anti-Monopoly Commission of the State Council published the Anti-Monopoly Guidelines for the Internet Platform Economy Sector that aims at specifying some of the circumstances under which an activity of internet platforms may be identified as monopolistic act as well as setting out merger controlling filing procedures involving variable interest entities. Due to the uncertainties associated with the evolving legislative activities and varied local implementation practices of anti-monopoly and competition laws and regulations in the PRC, it may be costly to adjust some of our business practice in order to comply with these laws, regulations, rules, guidelines and implementations, and any incompliance or associated inquiries, investigations and other governmental actions may divert significant management time and attention and our financial resources, bring negative publicity, subject us to liabilities or administrative penalties, and/or materially and adversely affect our financial conditions, operations and business prospects.

***Regulation and censorship of information disseminated over the mobile and internet in China may adversely affect our business and subject us to liability for content posted on our platform.***

Internet companies in China are subject to a variety of existing and new rules, regulations, policies, and license and permit requirements on the distribution of information over the mobile and internet. Under these rules and regulations, content service providers are prohibited from posting or displaying over the mobile or internet content that, among others, violates PRC laws and regulations, impairs the national dignity of China or the public interest, is obscene, superstitious, fraudulent or defamatory, or may be deemed by relevant government authorities as “socially destabilizing” or leaking “state secrets” of China. For more information, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Internet Information Security and Privacy Protection.” In connection with enforcing these rules, regulations, policies and requirements, relevant government authorities may suspend services by, or revoke licenses of, any internet or mobile content service provider that is deemed to provide illicit content online or on mobile devices, and such activities may be intensified in connection with any ongoing government campaigns to eliminate prohibited content online. For example, in recent years, the National Office of Anti-Pornography and Illegal Publications, the CAC, the MIIT, the MCT, and the Ministry of Public Security jointly have been launching a series of “Clean Up the Internet” campaigns. These campaigns aim to eliminate pornographic information and content in the internet information services industry by, among other things, holding liable individuals and corporate entities that facilitate the distribution of pornographic information and content. During the campaigns, relevant government authorities have shut down websites, removed links and closed accounts. Certain major public internet companies voluntarily initiated self-investigations to filter and remove content from their websites and cloud servers. In January 2019, CNSA issued the Regulations on Administration of Network Short Video Platforms and Censoring Criteria for Network Short Video Content to tighten the censorship on short video content. The regulatory authorities carried out a series of law enforcement actions against violation of personal information protection from January to December 2019. On January 23, 2019, the CAC, the MIIT, the Ministry of Public Security, and the PRC State Administration for Market Regulation, or the SAMR, jointly issued the Notice on Special Governance of Illegal Collection and Use of Personal Information via Apps, which restates the requirement of legal collection and use of personal information, encourages APP operators to conduct security certifications, and encourages search engines and APP stores to clearly mark and recommend those certified APPs. At the same time, they announced a one-year special crackdown on the illegal collection and misuse of personal information by apps. On July 22, 2020, the MIIT issued the Notice on Carrying out Special Rectification Actions in Depth against the Infringement on Users’ Rights and Interests by Apps to urge app service providers, among others, to strengthen the protection of users’ personal information in relation to the download and usage of apps. On December 1, 2020, the CAC issued the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications (Apps) (Draft for Comments) to further provide guidance over personal information security and privacy protection. As a result, a number of mobile apps were condemned publicly for their non-compliance with personal information protection policies, including, among other non-compliance actions, the failure to publish rules on the collection and improper use of users’ personal information, the failure to provide channels for users to access and revise their information, the failure to provide functions for users to cancel accounts, the unauthorized collection of personal information, the unreasonable requests for access, and the unauthorized sharing of information with third parties. For more information, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Transmission of Audio-Visual Programs.” and “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Internet Information Security and Privacy Protection.”



We endeavor to eliminate illicit content from our platform. We have made substantial investments in resources to monitor content that users post on our platform and the way in which our users engage with each other through our platform. In the past, we have terminated certain user accounts in order to eliminate spam, fictitious accounts and indecent content from our platform. We use a variety of methods to ensure our platform remains a healthy and positive experience for our users, including a designated content management team and our own data analytics software. Although we employ these methods to filter our users and content posted by our users, we cannot be sure that our internal content control efforts will be sufficient to remove all content that may be viewed as indecent or otherwise non-compliant with PRC law and regulations. Government standards and interpretations as to what constitutes illicit online content or behavior are subject to interpretation and may change.

We have paid fines in connection with content posted on our platform, and government standards and interpretations may change in a manner that could render our current monitoring efforts insufficient. The PRC government has wide discretion in regulating online activities and, irrespective of our efforts to control the content on our platform, government campaigns and other actions to reduce illicit content and activities could subject us to negative press or regulatory challenges and sanctions, including imposition of fines, suspension or revocation of our licenses to operate in China or a ban of our platform, including closure of one or more parts of or our entire business. Further, our senior management could be held criminally liable if we are deemed to be profiting from illicit content on our platform. Although our operations have not been materially adversely affected by government campaigns or any other regulatory actions in the past, we cannot assure you that our business and operations will be immune from government actions or sanctions in the future. If government actions or sanctions are brought against us, or if there are widespread rumors that government actions or sanctions have been brought against us, our reputation could be harmed, we may lose users and other customers, our revenues and results of operation may be materially and adversely affected and the value of our ADSs could be dramatically reduced.

In March 2018, the SAPPRFT issued the Notice on Further Regulating the Order of Online Audio-visual Programs to further regulate the transmission of internet audio-visual programs. Due to the lack of clarification and detailed implementation rules, it is unclear to us whether and how this notice would be applicable to the content posted on our platform by our users. In November 2019, the CAC, the NRTA and the MCT, jointly issued the Notice on Promulgation of the Administrative Provisions on Internet Audio-visual Information Services, which required the providers of internet audio-visual information services to have sufficient capacities to deal with cyber threats, prevent internet illegal and criminal activities, and defend the integrity, safety and availability of online data. We have conducted a review of the content that may be implicated on our platform and believe our current content monitoring measures in place are adequate. However, given the uncertainty in the interpretation and implementation of this notice, we may be required to subsequently implement further content monitoring measures, which could materially and adversely affect our business, financial condition and results of operations. For further information regarding this notice, see “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Transmission of Audio-Visual Programs.”

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

A substantial majority of our revenues is sourced from China. Accordingly, our results of operations, financial condition and prospects are influenced by economic, political and legal developments in China. Economic reforms begun in the late 1970s have resulted in significant economic growth. However, any economic reform policies or measures in China may from time to time be modified or revised. China’s economy differs from the economies of most developed countries in many respects, including with respect to the amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. While the PRC economy has experienced significant growth in the past years, growth has been uneven across different regions and among different economic sectors.

The PRC government exercises significant control over China's economic growth through strategically allocating resources, controlling the payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. Although the PRC economy has grown significantly in the past decade, that growth may not continue, as evidenced by the slowing of the growth of the PRC economy in the recent years. Any adverse changes in economic conditions in China, in the policies of the PRC government or in the laws and regulations in China could have a material adverse effect on the overall economic growth of China. Such developments could adversely affect our business and operating results, lead to reduction in demand for our services and adversely affect our competitive position.

***Currently there is no law or regulation specifically governing virtual asset property rights and therefore it is not clear what liabilities, if any, online game operators may have for virtual assets.***

While playing online games or participating on platform activities, our users acquire and accumulate some virtual assets, such as special equipment and other accessories. Such virtual assets can be important to online game players. In practice, virtual assets can be lost for various reasons, often through unauthorized use of the game account of one user by other users and occasionally through data loss caused by a delay of network service, a network crash or hacking activities. On May 28, 2020, the PRC Civil Code was enacted, effective on January 1, 2021, pursuant to which, ownership of data and virtual assets are civil rights protected by laws. However, there is currently no further PRC law or regulation specifically governing virtual asset property rights. As a result, there is uncertainty as to who the legal owner of virtual assets is, whether and how the ownership of virtual assets is protected by law, and whether an operator of online games such as us would have any liability to game players or other interested parties (whether in contract, tort or otherwise) for loss of such virtual assets. Based on several PRC court judgments, courts generally required the online game operators to provide well-developed security systems to protect virtual assets owned by players and some courts required game operators to return the virtual items or found game operators liable for the loss and damage incurred therefrom if the online game operators are found to be in default or violate players' rights. In case of a loss of virtual assets, we may be sued by our game players or users and held liable for damages, which may negatively affect our reputation and business, financial condition and results of operations.

***Restrictions on virtual currency may adversely affect our online game revenues.***

Our revenues from mobile games are collected through the online sale of in-game items, which are considered to be the "virtual currency" as such term is defined in the Notice on Strengthening Administration of Virtual Currency of Online Games, which was jointly issued by the Ministry of Culture of the PRC, or the MOC, the predecessor of the MCT, and MOFCOM in 2009. PRC laws and regulations, including this notice, have provided various restrictions on virtual currency and imposed various requirements and obligations on online game operators with respect to the virtual currency used in their games, including that (i) any entity engaged in the services relating to the issuance or trading of virtual currencies for online games shall comply with the conditions relevant to the establishment of an internet culture entity for business purpose and file an application with the provincial administrative department of culture at its locality for preliminary examination and then with the MOC for approval; (ii) the total amount of virtual currency issued by online game operators and the amount purchased by individual users in China is subject to limits, and online game operators are required to report the total amount of their issued virtual currency on a quarterly basis and are prohibited from issuing disproportionate amounts of virtual currency in order to generate revenues; (iii) virtual currency may only be provided to users in exchange for payment in legal currency and may only be used to pay for virtual goods and services of the issuer of the currency, and online game operators are required to keep transaction data records for no less than 180 days; (iv) online game operators are prohibited from providing lucky draws or lotteries that are conducted on the condition that participants contribute cash or virtual currency in exchange for game props or virtual currencies; (v) online game operators are prohibited from providing virtual currency trading services to minors; and (vi) companies involved with virtual currency in China must be either issuers or trading platforms, and may not operate simultaneously both as issuers and as trading platforms. We must tailor our business model carefully, including designing and operating our databases to maintain user information for the minimum required period, in order to comply with the current PRC laws and regulations, including the foregoing notices, in a manner that in many cases can be expected to result in an adverse impact on our online game revenues.

***Advertisements shown on our platform may subject us to penalties and other administrative actions.***

Under PRC advertising laws and regulations, we are obligated to monitor the advertising content shown on our platform to ensure that such content is true and accurate and in compliance with applicable laws and regulations. In addition, where a special government review is required for specific types of advertisements prior to internet posting, such as advertisements relating to pharmaceuticals, medical instruments, agrochemicals and veterinary pharmaceuticals, we are obligated to confirm that such review has been performed and approval has been obtained. Violation of these laws and regulations may subject us to penalties, including imposition of fines, confiscation of our advertising income, orders to cease dissemination of the advertisements and orders to publish an announcement correcting the misleading information. In circumstances involving serious violations by us, PRC governmental authorities may force us to terminate our advertising operations or revoke our licenses.

While we have made significant efforts to ensure that the advertisements shown on our platform are in full compliance with applicable PRC laws and regulations, we cannot assure you that all the content contained in such advertisements is true and accurate as required by the advertising laws and regulations, especially given the uncertainty in the interpretation of these PRC laws and regulations. If we are found to be in violation of applicable PRC advertising laws and regulations, we may be subject to penalties and our reputation may be harmed, which may have an adverse effect on our business, financial condition, results of operations and prospects.

***If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.***

Under the Enterprise Income Tax Law, or the EIT Law, and its implementation rules, an enterprise established outside of the PRC with a “de facto management body” within the PRC is considered a PRC resident enterprise. The implementation rules define the term “de facto management body” as the body that exercises full and substantial control over and overall management of the business, productions, personnel, accounts and properties of an enterprise. In 2009, State Taxation Administration of the PRC, or the STA, issued the Circular Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies which was most recently amended in December 2017, or the Circular 82, which provides certain specific criteria for determining whether the “de facto management body” of a PRC-controlled enterprise that is incorporated offshore is located in China. The STA issued Chinese-Controlled Offshore Incorporated Resident Enterprises Income Tax Regulation, or the Bulletin 45, which took effect on September 1, 2011 and was most recently amended on June 15, 2018, to provide more guidance on the implementation of Circular 82 and clarify the reporting and filing obligations of Chinese-controlled offshore incorporated resident enterprises. Bulletin 45 also provides procedures and administrative details for the determination of resident status and administration of post-determination matters. Although Circular 82 only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners like us, the criteria set forth in the circular may reflect the STA’s general position on how the “de facto management body” test should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident enterprise by virtue of having its “de facto management body” in China and will be subject to PRC enterprise income tax on its global income only if all of the following conditions are met: (i) senior management and core management departments in charge of its daily operations function have their presence mainly in the PRC; (ii) decisions relating to the enterprise’s financial matters (such as loan, financing, financial risk management, etc.) and human resource matters (such as appointment, dismissal and remuneration, etc.) are made or are subject to determination or approval by organizations or personnel in the PRC; (iii) the enterprise’s primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC.

We believe that none of our entities outside of China is a PRC resident enterprise for PRC tax purposes. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.” If the PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, we will be subject to the enterprise income tax on our global income at the rate of 25% and we will be required to comply with PRC enterprise income tax reporting obligations. In addition, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to PRC tax at a rate of 10% on gains realized on the sale or other disposition of the ADSs or ordinary shares, if such income is treated as sourced from within the PRC. Furthermore, if PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, dividends paid to our non-PRC individual shareholders (including our ADS holders) and any gain realized on the transfer of the ADSs or ordinary shares by such holders may be subject to PRC tax at a rate of 20% (which, in the case of dividends, may be withheld at source by us), if such gains are deemed to be from PRC sources. These rates may be reduced by an applicable tax treaties between their country of tax residence and the PRC in the event that we are treated as a PRC resident enterprise, but it is unclear whether our non-PRC shareholders would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that we are treated as a PRC resident enterprise. Any such tax may reduce the returns on your investment in the our Class Z ordinary shares and ADSs.

***There are significant uncertainties under the EIT Law relating to the withholding tax liabilities of our PRC subsidiaries, and dividends payable by our PRC subsidiaries to our offshore subsidiaries may not qualify to enjoy certain treaty benefits.***

Under the EIT Law and its implementation rules, the profits of a foreign-invested enterprise generated through operations, which are distributed to its immediate holding company outside China, will be subject to a withholding tax rate of 10%. Pursuant to a special arrangement between Hong Kong and China, such rate may be reduced to 5% if a Hong Kong resident enterprise owns more than 25% of the equity interest in the PRC company. Our current PRC subsidiaries are wholly owned by our Hong Kong subsidiaries, such as Hode HK. Accordingly, Hode HK may qualify for a 5% tax rate in respect of distributions from its PRC subsidiaries. Under the Notice of the State Taxation Administration on Issues regarding the Administration of the Dividend Provision in Tax Treaties promulgated in 2009, the taxpayer needs to satisfy certain conditions to enjoy the benefits under a tax treaty. These conditions include, but are not limited to: (i) the taxpayer must be the beneficial owner of the relevant dividends, and (ii) the corporate shareholder to receive dividends from the PRC subsidiaries must have met the direct ownership thresholds during the 12 consecutive months preceding the receipt of the dividends. Further, the STA promulgated the Announcement of the Certain Issues with Respect to the “Beneficial Owner” in Tax Treaties in 2018, which sets forth certain detailed factors in determining “beneficial owner” status, and specifically, if an applicant’s business activities do not constitute substantive business activities, the applicant will not qualify as a “beneficial owner.”

Entitlement to a lower tax rate on dividends according to tax treaties or arrangements between the PRC central government and governments of other countries or regions is subject to the Administrative Measures for Non-Resident Taxpayers to Enjoy Treatments under Tax Treaties promulgated by the STA on October 14, 2019 and became effective from January 1, 2020, which provides that non-resident enterprises are not required to obtain pre-approval from the relevant tax authority in order to enjoy the reduced withholding tax. Instead, non-resident enterprises and their withholding agents may, by self-assessment and on confirmation that the prescribed criteria to enjoy the tax treaty benefits are met, directly apply the reduced withholding tax rate, collect and retain relevant materials for reference in accordance with these treaties and accept supervision and management from the tax authorities. As a result, we cannot assure you that we will be entitled to any preferential withholding tax rate under tax treaties for dividends received from our PRC subsidiaries.

***We face uncertainty with respect to the indirect transfer of equity interests in PRC resident enterprises by their non-PRC holding companies.***

We face uncertainties regarding the reporting on and consequences of previous private equity financing transactions involving the transfer and exchange of shares in our company by non-resident investors.

In February 2015, the STA issued the Bulletin on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or STA Bulletin 7, as amended in 2017. Pursuant to this bulletin, an “indirect transfer” of assets, including equity interests in a PRC resident enterprise, by non-PRC resident enterprises may be re-characterized and treated as a direct transfer of PRC taxable assets, if such arrangement does not have a reasonable commercial purpose and was established for the purpose of avoiding payment of PRC enterprise income tax. As a result, gains derived from such indirect transfer may be subject to PRC enterprise income tax. According to STA Bulletin 7, “PRC taxable assets” include assets attributed to an establishment in China, immovable properties located in China, and equity investments in PRC resident enterprises, in respect of which gains from their transfer by a direct holder, being a non-PRC resident enterprise, would be subject to PRC enterprise income taxes. When determining whether there is a “reasonable commercial purpose” of the transaction arrangement, features to be taken into consideration include: whether the main value of the equity interest of the relevant offshore enterprise derives from PRC taxable assets; whether the assets of the relevant offshore enterprise mainly consist of direct or indirect investment in China or if its income mainly derives from China; whether the offshore enterprise and its subsidiaries directly or indirectly holding PRC taxable assets have real commercial nature which is evidenced by their actual function and risk exposure; the duration of existence of the shareholders, the business model and organizational structure of the offshore enterprise; the replicability of the transaction by direct transfer of PRC taxable assets; and the offshore tax situation of such indirect transfer and applicable tax treaties or similar arrangements. In respect of an indirect offshore transfer of assets of a PRC establishment, the resulting gain is to be included with the enterprise income tax filing of the PRC establishment or place of business being transferred, and would consequently be subject to PRC enterprise income tax at a rate of 25%. Where the underlying transfer relates to the immovable properties located in China or to equity investments in a PRC resident enterprise, which is not related to a PRC establishment or place of business of a non-resident enterprise, a PRC enterprise income tax of 10% would apply, subject to available preferential tax treatment under applicable tax treaties or similar arrangements, and the party who is obligated to make the transfer payments has the withholding obligation. Where the payer fails to withhold any or sufficient tax, the transferor is required to declare and pay such tax to the tax authority by itself within the statutory time limit. Late payment of applicable tax will subject the transferor to default interest. STA Bulletin 7 does not apply to transactions of sale of shares by investors through a public stock exchange where such shares were acquired from a transaction through a public stock exchange.

There is uncertainty as to the application of STA Bulletin 7. We face uncertainties as to the reporting and other implications of certain past and future transactions where PRC taxable assets are involved, such as offshore restructuring, sale of the shares in our offshore subsidiaries or investments. Our company may be subject to filing obligations or taxed if our company is transferor in such transactions, and may be subject to withholding obligations if our company is transferee in such transactions under STA Bulletin 7. For transfer of shares in our company by investors that are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under STA Bulletin 7. As a result, we may be required to expend valuable resources to comply with STA Bulletin 7 or to request the relevant transferors from whom we purchase taxable assets to comply with these circulars, or to establish that our company should not be taxed under these circulars, which may have a material adverse effect on our financial condition and results of operations.

***Discontinuation of any of the preferential tax treatments available to us or imposition of any additional taxes could adversely affect our financial condition and results of operations.***

The EIT Law and its implementation rules, effective 2008, unified the previously existing separate income tax laws for domestic enterprises and FIEs and adopted a unified 25% enterprise income tax, or the EIT, rate applicable to all resident enterprises in China, subject to certain exceptions. In addition, certain enterprises may enjoy a preferential EIT rate of 15% under the EIT Law if they qualify as High and New Technology Enterprise, or HNTE, subject to various qualification criteria. For example, in 2017, Hode Information Technology qualified as a HNTE and was eligible for a 15% preferential tax rate effective for three years starting from 2017 to 2019. Hode Information Technology has renewed this qualification which allows it to enjoy a 15% preferential EIT rate for another three years starting from 2020 to 2022. In addition, in 2018, Shanghai Bilibili Technology Co., Ltd. qualified as a HNTE which allows it to enjoy a three-year preferential EIT rate of 15% from 2018. If Hode Information Technology or Shanghai Bilibili Technology Co., Ltd. fails to maintain or renew their HNTE status, their applicable EIT rate may be increased to 25%, which could have a material adverse effect on our financial condition and results of operations.

***There are uncertainties with respect to value-added tax rates relating to the tax liabilities of our PRC subsidiaries.***

The MOF, the STA and the General Administration of Customs promulgated the Notice On Relevant Policies for Deepening Value Added Tax Reform on March 20, 2019, which provides that the value-added tax rate of 16% in manufacturing and other industries is reduced to 13%, the value-added tax rate of 10% in transportation and other industries is reduced to 9%, and the value-added tax rate in value-added telecommunication service and other industries stays at 6% from April 1, 2019. We are subject to value-added tax for goods sold at a rate varying from 0% to 17% depending on their categories in different periods. Our advertising and marketing revenues are subject to culture business construction fee at a rate of 3% in 2018, which was reduced to 1.5% since July 1, 2019, valid until December 31, 2024. We are also subject to surcharges on value-added tax payments in accordance with PRC law. It is uncertain whether the value-added tax rate will be raised in the future, which could have a material adverse effect on our financial condition and results of operations. If we fail to comply with these regulations, we may be subject to sanctions including corrective orders, imposition of fines and confiscation of illegal gains.

***It may be difficult for overseas regulators to conduct investigations or collect evidence within China.***

Shareholder claims or regulatory investigations that are common in the United States (including securities law class actions and fraud claims) generally are difficult to pursue as a matter of law or practicality in China. For example, in China, there are significant legal and other obstacles to providing information needed for regulatory investigations or litigation initiated outside China. Although the authorities in China may establish a regulatory cooperation mechanism with the securities regulatory authorities of another country or region to implement cross-border supervision and administration, such cooperation with the securities regulatory authorities in the United States may not be efficient in the absence of a mutual and practical cooperation mechanism. Furthermore, according to Article 177 of the PRC Securities Law, or Article 177, which became effective in March 2020, no overseas securities regulator may directly conduct investigations or collect evidence and no entities or individuals may provide documents or materials in connection with securities activities without proper authorization as stipulated under Article 177. While detailed interpretation of or implementation rules under Article 177 have yet to be promulgated, the inability of an overseas securities regulator to directly conduct investigations or collect evidence within China may further increase difficulties faced by you in protecting your interests. See also “—Our shareholders may face difficulties in protecting their interests, and the ability to protect their rights through U.S. courts may be limited, because we are incorporated under Cayman Islands law.” for risks associated with investing us as a Cayman Islands exempted company.

***China’s M&A Rules and certain other PRC regulations establish complex procedures for some acquisitions of PRC companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China.***

The M&A Rules, and other recently adopted regulations and rules concerning mergers and acquisitions established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time consuming and complex. For example, the M&A Rules require that MOFCOM be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise, if (i) any important industry is concerned, (ii) such transaction involves factors that impact or may impact national economic security, or (iii) such transaction will lead to a change in control of a domestic enterprise which holds a famous trademark or PRC time-honored brand. Moreover, the PRC Anti-Monopoly Law promulgated by the SCNPC effective in August 2008 and the Provisions of the State Council on the Thresholds for Declaring Concentration of Business Operators require that transactions which are deemed concentrations and involve parties with specified turnover thresholds (meaning during the previous fiscal year, (i) the total global turnover of all operators participating in the transaction exceeds RMB10 billion and at least two of these operators each had a turnover of more than RMB400 million within China, or (ii) the total turnover within China of all the operators participating in the concentration exceeded RMB2 billion, and at least two of these operators each had a turnover of more than RMB400 million within China) must be cleared by MOFCOM before they can be completed. On December 14, 2020, the SAMR announced three cases of administrative penalties for the failures of acquirers to make proper concentration declarations to authorities about their past acquisitions. This is also the first time that the SAMR imposed administrative penalties for illegal concentration declarations on entities structured in a VIE arrangement.

In addition, in 2011, the General Office of the State Council promulgated a Notice on Establishing the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, also known as Circular 6, which officially established a security review system for mergers and acquisitions of domestic enterprises by foreign investors. Further, MOFCOM promulgated the Regulations on Implementation of Security Review System for the Merger and Acquisition of Domestic Enterprises by Foreign Investors, effective in September 2011, to implement Circular 6. Under Circular 6, a security review is required for mergers and acquisitions by foreign investors having “national defense and security” concerns and mergers and acquisitions by which foreign investors may acquire the “de facto control” of domestic enterprises with “national security” concerns. Under the foregoing MOFCOM regulations, MOFCOM will focus on the substance and actual impact of the transaction when deciding whether a specific merger or acquisition is subject to security review. If MOFCOM decides that a specific merger or acquisition is subject to a security review, it will submit it to the Inter-Ministerial Panel, an authority established under Circular 6 led by the NDRC, and MOFCOM under the leadership of the State Council, to carry out security review. The regulations prohibit foreign investors from bypassing the security review by structuring transactions through trusts, indirect investments, leases, loans, control through contractual arrangements or offshore transactions. There is no explicit provision or official interpretation stating that the merging or acquisition of a company engaged in the internet content or mobile games business requires security review, and there is no requirement that acquisitions completed prior to the promulgation of the Security Review Circular are subject to MOFCOM review. On December 19, 2020, the NDRC and the MOFCOM jointly promulgated the Measures on the Security Review of Foreign Investment, effective on January 18, 2021, setting forth provisions concerning the security review mechanism on foreign investment, including the types of investments subject to review, review scopes and procedures, among others. The Office of the Working Mechanism of the Security Review of Foreign Investment, or the Office of the Working Mechanism, will be established under the NDRC, who will lead the task together with the MOFCOM. Foreign investor or relevant parties in China must declare the security review to the Office of the Working Mechanism prior to the investments in, among other industries, important cultural products and services, important information technology and internet products and services, important financial services, key technologies and other important fields relating to national security, and obtain control in the target enterprise. See “Item 4. Information on the Company —B. Business Overview—Regulation—Regulations Related to Foreign Investment in the PRC.”

In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the above-mentioned regulations and other relevant rules to complete such transactions could be time consuming, and any required approval processes, including obtaining approval from MOFCOM or its local counterparts may delay or inhibit our ability to complete such transactions. It is unclear whether our business would be deemed to be in an industry that raises “national defense and security” or “national security” concerns. However, MOFCOM or other government agencies may publish explanations in the future determining that our business is in an industry subject to the security review, in which case our future acquisitions in China, including those by way of entering into contractual control arrangements with target entities, may be closely scrutinized or prohibited.

***PRC regulations relating to offshore investment activities by PRC residents may limit our PRC subsidiaries’ ability to increase their registered capital or distribute profits to us or otherwise expose us to liability and penalties under PRC law.***

The State Administration of Foreign Exchange of the PRC, or the SAFE, promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents’ Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or the SAFE Circular 37, in July 2014 that requires PRC residents or entities to register with SAFE or its local branch in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing. In addition, such PRC residents or entities must update their SAFE registrations when the offshore special purpose vehicle undergoes material events relating to any change of basic information (including change of such PRC citizens or residents, name and operation term), increases or decreases in investment amount, transfers or exchanges of shares, or mergers or divisions. According to the Notice on Further Simplifying and Improving Policies for the Foreign Exchange Administration of Direct Investment released in February 2015 by SAFE, as amended in December 2019, or SAFE Circular 13, local banks will examine and handle foreign exchange registration for overseas direct investment, including the initial foreign exchange registration and amendment registration, under SAFE Circular 37 from June 2015.

If our shareholders who are PRC residents or entities do not complete their registration with the local SAFE branches or local banks, our PRC subsidiaries may be prohibited from distributing their profits and proceeds from any reduction in capital, share transfer or liquidation to us, and we may be restricted in our ability to contribute additional capital to our PRC subsidiaries. Moreover, failure to comply with the SAFE registration described above could result in liability under PRC laws for evasion of applicable foreign exchange restrictions.

Rui Chen, Yi Xu and Ni Li have completed initial SAFE registration prior to our initial public offering in 2018 and will update their registration filings with SAFE under SAFE Circular 37 when any changes should be registered under SAFE Circular 37. However, we may not at all times be fully aware or informed of the identities of all our shareholders or beneficial owners that are required to make or update such registrations, and we cannot compel our beneficial owners to comply with SAFE registration requirements. As a result, we cannot assure you that all of our shareholders or beneficial owners who are PRC residents or entities have complied with, and will in the future make or obtain any applicable registrations or approvals required by, SAFE regulations. Failure by such shareholders or beneficial owners to comply with SAFE regulations or failure by us to amend the foreign exchange registrations of our PRC subsidiaries, could subject us to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our subsidiaries’ ability to make distributions or pay dividends or affect our ownership structure, which could adversely affect our business and prospects.



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

Pursuant to SAFE Circular 37, PRC residents who participate in share incentive plans in overseas non-publicly listed companies due to their position as director, senior management or employees of the PRC subsidiaries of the overseas companies may submit applications to SAFE or its local branches for the foreign exchange registration with respect to offshore special purpose companies. Our directors, executive officers and other employees who are PRC residents and who have been granted options may follow SAFE Circular 37 to apply for the foreign exchange registration before our company becomes an overseas listed company. In 2012, SAFE promulgated the Notices on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plans of Overseas Publicly Listed Companies. Under the notices and other relevant rules and regulations, PRC residents who participate in stock incentive plan in an overseas publicly listed company are required to register with SAFE or its local branches and complete certain other procedures. Participants of a stock incentive plan who are PRC residents must retain a qualified PRC agent, which could be a PRC subsidiary of such overseas publicly listed company or another qualified institution selected by such PRC subsidiary, to conduct the SAFE registration and other procedures with respect to the stock incentive plan on behalf of its participants. Such participants must also retain an overseas entrusted institution to handle matters in connection with their exercise of stock options, the purchase and sale of corresponding shares or interests and fund transfers. In addition, the PRC agent is required to amend the SAFE registration with respect to the stock incentive plan if there is any material change to the stock incentive plan, the PRC agent or the overseas entrusted institution or other material changes. Failure of our PRC stock option holders to complete their SAFE registrations may subject these PRC residents to fines and legal sanctions and may also limit our ability to contribute additional capital into our PRC subsidiary, limit our PRC subsidiary's ability to distribute dividends to us, or otherwise materially adversely affect our business. The STA has issued certain circulars concerning equity incentive awards. Under these circulars, our employees working in China who exercise share options or are granted restricted shares will be subject to PRC individual income tax. Each of our PRC subsidiaries has obligations to file documents related to employee share options or restricted shares with relevant tax authorities and to withhold individual income taxes for those employees. If our employees fail to pay or we fail to withhold their income taxes according to relevant laws and regulations, we may face sanctions imposed by the tax authorities or other PRC governmental authorities.

***PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from using the proceeds of the offering of equity securities and notes to make loans to our PRC subsidiaries and our VIEs and their subsidiaries, or to make additional capital contributions to our PRC subsidiaries.***

We are an offshore holding company conducting our operations in China through our PRC subsidiaries, VIEs and their subsidiaries. We may make loans to our PRC subsidiaries, VIEs and their subsidiaries, or we may make additional capital contributions to our PRC subsidiaries, or we may establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, or we may acquire offshore entities with business operations in China in an offshore transaction.

Most of these ways are subject to PRC regulations and approvals. For example, loans by us to our wholly owned PRC subsidiaries to finance their activities cannot exceed statutory limits and must be registered with the local counterpart of SAFE. If we decide to finance our wholly owned PRC subsidiaries by means of capital contributions, these capital contributions are subject to the requirement of making necessary filings in the Foreign Investment Comprehensive Management Information System and registration with other governmental authorities in China. Due to the restrictions imposed on loans in foreign currencies extended to any PRC domestic companies, we are not likely to make such loans to our consolidated affiliated entities, which are PRC domestic company. Further, we are not likely to finance the activities of our consolidated affiliated entities by means of capital contributions due to regulatory restrictions relating to foreign investment in PRC domestic enterprises engaged in internet information services, online games, online audio-visual program services and related businesses.



SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-invested Enterprises, or SAFE Circular 19, effective June 2015, in replacement of the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises. According to SAFE Circular 19, the flow and use of the RMB capital converted from foreign currency-denominated registered capital of a foreign-invested company is regulated such that RMB capital may not be used for the issuance of RMB entrusted loans, the repayment of inter-enterprise loans or the repayment of banks loans that have been transferred to a third-party. Although SAFE Circular 19 allows RMB capital converted from foreign currency-denominated registered capital of a foreign-invested enterprise to be used for equity investments within China, it also reiterates the principle that RMB converted from the foreign currency-denominated capital of a foreign-invested company may not be directly or indirectly used for purposes beyond its business scope. Thus, it is unclear whether SAFE will permit such capital to be used for equity investments in China in actual practice. SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or SAFE Circular 16, effective on June 9, 2016, which reiterates some of the rules set forth in SAFE Circular 19, but changes the prohibition against using RMB capital converted from foreign currency-denominated registered capital of a foreign-invested company to issue RMB entrusted loans to a prohibition against using such capital to issue loans to non-associated enterprises. Violations of SAFE Circular 19 and SAFE Circular 16 could result in administrative penalties. SAFE Circular 19 and SAFE Circular 16 may significantly limit our ability to transfer any foreign currency we hold, including the net proceeds from our equity offering and notes offering and then to our PRC subsidiaries, which may adversely affect our liquidity and our ability to fund and expand our business in China. On October 23, 2019, SAFE issued Notice of the State Administration of Foreign Exchange on Further Promoting the Facilitation of Cross-border Trade and Investment, or the Circular 28. Circular 28 allows non-investment foreign-invested enterprises to use their capital funds to make equity investments in China, provided that such investments do not violate the Negative List (2020) and the target investment projects are genuine and in compliance with PRC laws. Since Circular 28 was issued only recently, its interpretation and implementation in practice are still subject to substantial uncertainties. According to the Circular on Optimizing the Administration of Foreign Exchange to Support the Development of Foreign-related Business issued by the SAFE on April 10, 2020, eligible enterprises are allowed to make domestic payments using the income under their capital accounts generated from their capital, foreign debt and overseas listing, without providing materials evidencing the authenticity in advance, provided that the capital usage is authentic and compliant with the current capital account income usage management regulations. The concerned bank is required to conduct spot checks in accordance with the relevant requirements.

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

***Fluctuation in exchange rates could have a material and adverse effect on our results of operations and the value of your investment.***

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of Renminbi against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. We cannot assure you that Renminbi will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between Renminbi and the U.S. dollar in the future.

A substantial majority of our revenues and costs is denominated in RMB. Any significant depreciation of the RMB may materially adversely affect the value of, and any dividends payable on, our ADSs in U.S. dollars. For example, when we convert our U.S. dollars denominated funds into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we would receive from the conversion. Conversely, if we decide to convert our Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have a negative effect on the U.S. dollar amount available to us. In addition, appreciation or depreciation in the value of the Renminbi relative to U.S. dollars would affect our financial results reported in U.S. dollar terms regardless of any underlying change in our business or results of operations.

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

***Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.***

The PRC government imposes controls on the convertibility of the Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in Renminbi. Under our current corporate structure, our Cayman Islands holding company primarily relies on dividend payments from our PRC subsidiaries to fund any cash and financing requirements we may have. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval of SAFE by complying with certain procedural requirements. Specifically, under the existing exchange restrictions, without prior approval of SAFE, cash generated from the operations of our PRC subsidiaries in China may be used to pay dividends to our company. However, approval from or registration with appropriate government authorities is required where Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. As a result, we need to obtain SAFE approval or registration to use cash generated from the operations of our PRC subsidiaries and VIEs to pay off their respective debt in a currency other than Renminbi owed to entities outside China, or to make other capital expenditure payments outside China in a currency other than Renminbi.

In light of the flood of capital outflows of China in 2016 due to the weakening RMB, the PRC government has imposed more restrictive foreign exchange policies and stepped up scrutiny of major outbound capital movement including overseas direct investment. More restrictions and substantial vetting process are put in place by SAFE to regulate cross-border transactions falling under the capital account. If any of our shareholders regulated by such policies fails to satisfy the applicable overseas direct investment filing or approval requirement timely or at all, it may be subject to penalties from the relevant PRC authorities. The PRC government may at its discretion further restrict access in the future to foreign currencies for current account transactions. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs.

**Risks Related to Our ADSs**

***The trading price of our listed securities has been and is likely to continue to be volatile, regardless of our operating performance, which could result in substantial losses to our investors.***

The trading price of our listed securities has been and is likely to continue to be volatile and could fluctuate widely in response to a variety of factors, many of which are beyond our control. For example, the trading price of our ADSs ranged from US\$19.25 to US\$95.71 per ADS in 2020. The trading price of our listed securities is likely to remain volatile and could fluctuate widely due to factors beyond our control. This may happen because of broad market and industry factors, including the performance and fluctuation of the market prices of other companies with operations located mainly in China that have listed their securities in the United States. In addition to market and industry factors, the price and trading volume for our listed securities may be highly volatile for factors specific to our own operations, including the following:

- variations in our revenues, earnings, cash flow and data related to our user base or user engagement;

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- announcements of new investments, acquisitions, strategic partnerships or joint ventures by us or our competitors;
- announcements of new product and service offerings, solutions and expansions by us or our competitors;
- changes in financial estimates by securities analysts;
- detrimental adverse publicity about us, our products and services or our industry;
- additions or departures of key personnel;
- releases at any time, in some cases without notice, of lock-up or other transfer restrictions on our outstanding ordinary shares, ADSs or other equity related securities;
- sales of additional ADSs or other equity-related securities in the public markets, or issuance of ADSs upon conversion of convertible senior notes issued by us, or the perception of these events; and
- actual or potential litigation or regulatory investigations.

***We may need additional capital, and the sale of additional Class Z ordinary shares and/or ADSs or other equity securities could result in additional dilution to our shareholders, and the incurrence of additional indebtedness could increase our debt obligations.***

We may require additional cash resources due to changed business conditions, strategic acquisitions or other future developments. If these resources are insufficient to satisfy our cash requirements, we may seek to sell additional equity or debt securities or obtain additional credit facilities. The sale of additional equity and equity-linked securities could result in additional dilution to our shareholders. The sale of substantial amounts of our ADSs (including upon conversion of the concurrently offered convertible senior notes) could dilute the interests of our shareholders and ADS holders and adversely impact the trading price of our listed securities. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

***Conversion of our convertible senior notes may dilute the ownership interest of the existing shareholders, including holders who had previously converted their notes.***

The conversion of some or all of the 2026 Notes or the 2027 Notes will dilute the ownership interests of existing shareholders and existing holders of our ADSs. Any sales in the public market of the ADSs issuable upon such conversion may increase the opportunities to create short positions with respect to the ADSs, which could adversely affect prevailing trading prices of our ADSs. In addition, the existence of the 2026 Notes and the 2027 Notes may encourage short selling by market participants because the conversion of the 2026 Notes and the 2027 Notes could depress the price of our ADSs. The price of our ADSs could be affected by possible sales of our ADSs by investors who view the convertible senior notes as a more attractive means of equity participation in us and by hedging or arbitrage trading activity, which we expect to occur involving our ADSs.

***Provisions of our convertible senior notes could discourage an acquisition of us by a third-party.***

Certain provisions of the 2026 Notes and the 2027 Notes could make it more difficult or more expensive for a third-party to acquire us, or may even prevent a third-party from acquiring us. For example, upon the occurrence of certain transactions constituting a fundamental change, holders of the 2026 Notes and the 2027 Notes will have the right, at their option, to require us to repurchase all of their notes or any portion of the principal amount of such notes. In the event of a fundamental change, we may also be required to increase the conversion rate for conversions in connection with such fundamental changes. By discouraging an acquisition of us by a third-party, these provisions could have the effect of depriving the holders of our Class Z ordinary shares and ADSs of an opportunity to sell their Class Z ordinary shares and ADSs, as applicable, at a premium over prevailing market prices.

***Our dual-class share structure with different voting rights will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class Z ordinary shares and ADSs may view as beneficial.***

We have a dual-class share structure such that our ordinary shares consist of Class Y ordinary shares and Class Z ordinary shares. In respect of matters requiring the votes of shareholders, holders of Class Z ordinary shares will be entitled to one vote per share, while holders of Class Y ordinary shares will be entitled to ten votes per share based on our proposed dual-class share structure. Our ADSs represent Class Z ordinary shares. Each Class Y ordinary share is convertible into one Class Z ordinary share at any time by the holder thereof, while Class Z ordinary shares are not convertible into Class Y ordinary shares under any circumstances. Upon any sale of Class Y ordinary shares by a holder thereof to any person other than Rui Chen, Yi Xu and Ni Li or any entity which is not ultimately controlled by any of Rui Chen, Yi Xu or Ni Li, such Class Y ordinary shares shall be automatically and immediately converted into the same number of Class Z ordinary shares.

As of the date of this annual report, three of our directors, Rui Chen, Yi Xu and Ni Li, beneficially own all of our issued Class Y ordinary shares. As of January 31, 2021, these Class Y ordinary shares constitute approximately 24% of our total issued and outstanding shares and approximately 76% of the aggregate voting power of our total issued and outstanding shares. As a result of the dual-class share structure and the concentration of ownership, holders of Class Y ordinary shares will have considerable influence over matters such as decisions regarding mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. Such holders may take actions that are not in the best interest of us or our other shareholders. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could have the effect of depriving our other shareholders of the opportunity to receive a premium for their shares as part of a sale of our company and may reduce the price of our listed securities. This concentrated control will limit your ability to influence corporate matters and could discourage others from pursuing any potential merger, takeover or other change of control transactions that holders of Class Z ordinary shares and ADSs may view as beneficial.

***The dual-class structure of our ordinary shares may adversely affect the trading market for the ADSs.***

S&P Dow Jones and FTSE Russell have recently announced changes to their eligibility criteria for inclusion of shares of public companies on certain indices, including the S&P 500, to exclude companies with multiple classes of shares and companies whose public shareholders hold no more than 5% of total voting power from being added to such indices. In addition, several shareholder advisory firms have announced their opposition to the use of multiple class structures. As a result, the dual-class structure of our ordinary shares may prevent the inclusion of our ADSs representing Class Z ordinary shares in such indices and may cause shareholder advisory firms to publish negative commentary about our corporate governance practices or otherwise seek to cause us to change our capital structure. Any such exclusion from indices could result in a less active trading market for our ADSs. Any actions or publications by shareholder advisory firms critical of our corporate governance practices or capital structure could also adversely affect the value of our ADSs.

***Techniques employed by short sellers may drive down the market price of our ADSs.***

Short selling is the practice of selling securities that the seller does not own but rather has borrowed from a third-party with the intention of buying identical securities back at a later date to return to the lender. The short seller hopes to profit from a decline in the value of the securities between the sale of the borrowed securities and the purchase of the replacement shares, as the short seller expects to pay less in that purchase than it received in the sale. As it is in the short seller's interest for the price of the security to decline, many short sellers publish, or arrange for the publication of, negative opinions regarding the relevant issuer and its business prospects in order to create negative market momentum and generate profits for themselves after selling a security short. These short attacks have, in the past, led to selling of shares in the market.

Public companies listed in the United States that have substantially all of their operations in China have been the subject of short selling. Much of the scrutiny and negative publicity has centered on allegations of a lack of effective internal control over financial reporting resulting in financial and accounting irregularities and mistakes, inadequate corporate governance policies or a lack of adherence thereto and, in many cases, allegations of fraud. As a result, many of these companies are now conducting internal and external investigations into the allegations and, in the interim, are subject to shareholder lawsuits and/or SEC enforcement actions.

It is not clear what effect such negative publicity could have on us. If we were to become the subject of any unfavorable allegations, whether such allegations are proven to be true or untrue, we could have to expend a significant amount of resources to investigate such allegations and/or defend ourselves. While we would strongly defend against any such short seller attacks, we may be constrained in the manner in which we can proceed against the relevant short seller by principles of freedom of speech, applicable state law or issues of commercial confidentiality. Such a situation could be costly and time-consuming and could distract our management from growing our business. Even if such allegations are ultimately proven to be groundless, allegations against us could severely impact our business operations and stockholder's equity, and any investment in our ADSs could be greatly reduced or rendered worthless.

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

We have adopted a dual-class voting structure such that our ordinary shares consist of Class Z ordinary shares and Class Y ordinary shares. Based on our dual-class voting structure, in respect of matters requiring a shareholders' vote, holders of Class Z ordinary shares will be entitled to one vote per share, while holders of Class Y ordinary shares will be entitled to ten votes per share. Due to the disparate voting powers attached to these two classes of ordinary shares, three of our directors, Rui Chen, Yi Xu and Ni Li, beneficially own all of our issued Class Y ordinary shares. As of January 31, 2021, these Class Y ordinary shares in aggregate constitute approximately 24% of our total issued and outstanding ordinary shares and approximately 76% of the aggregate voting power of our total issued and outstanding ordinary shares. They may take actions that are not aligned with the interests of our shareholders, including our ADS holders. In addition, the significant concentration of share ownership may adversely affect the trading price of our listed securities due to investors' perception that conflicts of interest may exist or arise.

***If securities or industry analysts do not publish research or reports about our business, or if they adversely change their recommendations regarding our ADSs, the trading price for our ADSs and trading volume could decline.***

The trading market for our ADSs will be influenced by research or reports that industry or securities analysts publish about our business. If one or more analysts who cover us downgrade our ADSs, the trading price for our ADSs would likely decline. If one or more of these analysts cease to cover us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the trading price or trading volume for our ADSs to decline.

***The sales or availability for sales of substantial amounts of our listed securities could adversely affect their trading price.***

Sales of substantial amounts of our listed securities in the public market, or the perception that these sales could occur, could adversely affect the trading price of our listed securities and could materially impair our ability to raise capital through equity offerings in the future. We cannot predict what effect, if any, market sales of securities held by our significant shareholders or any other shareholder or the availability of these securities for future sale will have on the trading price of our listed securities.

***Because we do not expect to pay dividends in the foreseeable future, investors must rely on price appreciation of our ADSs for return on their investments.***

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

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

***Our shareholders may be subject to PRC income tax on dividends from us or on any gain realized on the transfer of our Class Z ordinary shares and/or ADSs.***

Under the EIT Law and its implementation rules, subject to any applicable tax treaty or similar arrangement between China and the jurisdiction of residence of the holders of our securities that provides for a different income tax arrangement, PRC withholding tax at the rate of 10% is normally applicable to dividends from PRC sources payable to investors that are non-PRC resident enterprises, which do not have an establishment or place of business in China, or which have such establishment or place of business if the relevant income is not effectively connected with the establishment or place of business. Any gain realized on the transfer of ADSs or ordinary shares by such non-PRC resident enterprise investors is also subject to 10% PRC income tax if such gain is regarded as income derived from sources within China, unless a tax treaty or similar arrangement provides otherwise. Under the PRC Individual Income Tax Law and its implementation rules, dividends from sources within China paid to foreign individual investors who are not PRC residents are generally subject to a PRC withholding tax at a rate of 20% and gains from PRC sources realized by such investors on the transfer of ADSs or ordinary shares are generally subject to 20% PRC income tax, in each case, subject to any reduction or exemption set forth in applicable tax treaties and similar arrangements and PRC laws. Although substantially all of our business operations are in China, it is unclear whether dividends we pay with respect to our Class Z ordinary shares or ADSs, or the gain realized from the transfer of our Class Z ordinary shares or ADSs, would be treated as income derived from sources within China and as a result be subject to PRC income tax if we were considered a PRC resident enterprise, as described above. See “—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.” If PRC income tax were imposed on gains realized through the transfer of our ADSs or on dividends paid to our non-PRC resident investors, the value of the investment in our Class Z ordinary shares and/or ADSs may be materially and adversely affected. Furthermore, the holders of our Class Z ordinary shares and/or ADSs whose jurisdictions of residence have tax treaties or similar arrangements with China may not qualify for benefits under such tax treaties or arrangements.

***There can be no assurance that we will not be a passive foreign investment company, or PFIC, for U.S. federal income tax purposes for any taxable year, which could result in adverse U.S. federal income tax consequences to U.S. holders of our Class Z ordinary shares or ADSs.***

A non-U.S. corporation will be a PFIC for any taxable year if either (i) at least 75% of its gross income for such year consists of certain types of “passive” income; or (ii) at least 50% of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce passive income or are held for the production of passive income, or the asset test. Although the law in this regard is unclear, we intend to treat our VIEs as being owned by us for U.S. federal income tax purposes, not only because we exercise effective control over the operation of these entities but also because we are entitled to substantially all of their economic benefits, and, as a result, we consolidate their results of operations in our consolidated financial statements.

Assuming that we are the owner of our VIEs for U.S. federal income tax purposes, and based on our current and expected income and assets we do not believe we were a PFIC for the taxable year ended December 31, 2020 and we do not presently expect to be a PFIC for the current taxable year or the foreseeable future. However, no assurance can be given in this regard because the determination of whether we are or will become a PFIC is a fact-intensive inquiry made on an annual basis that depends, in part, upon the composition of our income and assets. Fluctuations in the market price of our ADSs may cause us to become a PFIC for the current or subsequent taxable years because the value of our assets for the purpose of the asset test may be determined by reference to the market price of our ADSs (which may be volatile). The composition of our income and assets may also be affected by how, and how quickly, we use our liquid assets. In addition, if it were determined that we do not own the stock of our VIEs for U.S. federal income tax purposes, our risk of being a PFIC may substantially increase.

If we are a PFIC in any taxable year, a U.S. Holder may incur significantly increased U.S. federal income tax on gain recognized on the sale or other disposition of the ADSs and on the receipt of distributions on the ADSs to the extent such gain or distribution is treated as an “excess distribution” under U.S. federal income tax rules and such holder may be subject to burdensome reporting requirements. Further, if we are a PFIC for any year during which a U.S. Holder holds our ADSs, we will generally continue to be treated as a PFIC for all succeeding years during which such U.S. Holder holds our ADSs.

***Our memorandum and articles of association contain anti-takeover provisions that could have a material adverse effect on the rights of holders of our Class Z ordinary shares and ADSs.***

The sixth amended and restated memorandum and articles of association contain provisions to limit the ability of others to acquire control of our company or cause us to engage in change-of-control transactions. These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction. Our dual-class voting structure gives disproportionate voting power to the Class Y ordinary shares. In addition, our board of directors has the authority, without further action by our shareholders, to issue Preferred Shares in one or more series and to fix their designations, powers, preferences, privileges, and relative participating, optional or special rights and the qualifications, limitations or restrictions, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our Class Z ordinary shares, in the form of ADS or otherwise. Preferred Shares could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. If our board of directors decides to issue Preferred Shares, the price of our ADSs may fall and the voting and other rights of the holders of our Class Z ordinary shares and ADSs may be materially and adversely affected.

***Our shareholders may face difficulties in protecting their interests, and the ability to protect their rights through U.S. courts may be limited, because we are incorporated under Cayman Islands law.***

We are an exempted company limited by shares registered under the laws of the Cayman Islands. Our corporate affairs are governed by our memorandum and articles of association, the Companies Act (2021 Revision) of the Cayman Islands (as revised from time to time), or the Companies Act, and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from the common law of England, the decisions of whose courts are of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States. Some U.S. states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States.

Shareholders of Cayman Islands exempted companies like us have no general rights under Cayman Islands law to inspect corporate records or to obtain copies of lists of shareholders of these companies. Our directors have discretion under our memorandum and articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

Certain corporate governance practices in the Cayman Islands, which is our home country, differ significantly from requirements for companies incorporated in other jurisdictions such as the United States. To the extent we choose to follow home country practice with respect to corporate governance matters, our shareholders may be afforded less protection than they otherwise would under rules and regulations applicable to U.S. domestic issuers.

As a result of all of the above, public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States.



***ADSs holders may not be entitled to a jury trial with respect to claims arising under the deposit agreement, which could result in less favorable outcomes to the plaintiff(s) in any such action.***

The deposit agreement governing the ADSs representing our ordinary shares provides that, subject to the depository's right to require a claim to be submitted to arbitration, the federal or state courts in the City of New York have exclusive jurisdiction to hear and determine claims arising under the deposit agreement and in that regard, to the fullest extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against us or the depository arising out of or relating to our shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws.

If we or the depository opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable U.S. state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the U.S. federal securities laws has not been finally adjudicated by the United States Supreme Court. However, based on past court decisions, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the deposit agreement and the ADSs. It is advisable that you consult legal counsel regarding the jury waiver provision before investing in the ADSs.

If you or any other holders or beneficial owners of ADSs bring a claim against us or the depository in connection with matters arising under the deposit agreement or the ADSs, including claims under U.S. federal securities laws, you or such other holder or beneficial owner may not be entitled to a jury trial with respect to such claims, which may have the effect of limiting and discouraging lawsuits against us and/or the depository. If a lawsuit is brought against us and/or the depository under the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in any such action.

Nevertheless, if this jury trial waiver provision is not enforced, to the extent a court action proceeds, it would proceed under the terms of the deposit agreement with a jury trial. No condition, stipulation or provision of the deposit agreement or ADSs serves as a waiver by any holder or beneficial owner of ADSs or by us or the depository of compliance with the U.S. federal securities laws and the rules and regulations promulgated thereunder.

***Certain judgments obtained against us by our shareholders may not be enforceable.***

We are a Cayman Islands exempted company and all of our assets are located outside of the United States. Substantially all of our current operations are conducted in China. In addition, a majority of our directors and senior management named in this annual report reside outside the United States. Substantially all of the assets of these persons are located outside the United States. As a result, it may be difficult or impossible for our shareholders to bring an action against us or against these individuals in the United States in the event that such shareholders believe that their rights have been infringed under the U.S. federal securities laws, or otherwise. Even if such shareholders are successful in bringing an action of this kind, the laws of the Cayman Islands and of China may render such shareholders unable to enforce a judgment against our assets or the assets of our directors and officers.

***As a company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the Nasdaq corporate governance listing standards, and these practices may afford less protection to shareholders than shareholders would enjoy if we complied fully with the Nasdaq corporate governance listing standards.***

As a Cayman Islands exempted company listed on the Nasdaq Stock Market, we are subject to the Nasdaq corporate governance listing standards. However, the Nasdaq corporate governance listing standards permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the Nasdaq corporate governance listing standards. We currently follow our home country practice that (i) does not require us to hold an annual meeting of shareholders no later than one year after the end of its fiscal year and (ii) does not require us to seek shareholder approval for amending our share incentive plans. As a result, our investors may not be provided with the benefits of certain corporate governance requirements of Nasdaq.



***We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to U.S. domestic public companies.***

Because we are a foreign private issuer under the Exchange Act, we are exempt from certain provisions of U.S. securities rules and regulations that are applicable to U.S. domestic issuers, including:

- the rules under the Exchange Act requiring the filing of quarterly reports on Form 10-Q;
- or current reports on Form 8-K with the SEC;
- the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We are required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis through press releases, distributed pursuant to the rules and regulations of the Nasdaq Stock Market. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K.

However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, our ADS holders may not be afforded the same protections or information, which would be made available to our ADS holders, were they investing in a U.S. domestic issuer.

***Holders of our ADSs may have fewer rights than holders of our Class Z ordinary shares and must act through the depositary to exercise those rights.***

Holders of ADSs do not have the same rights as our shareholders and may only exercise the voting rights with respect to the underlying Class Z ordinary shares represented by the ADSs in accordance with the provisions of the deposit agreement. Holders of ADSs may not call a shareholders' meeting, and do not have any direct right to attend general meetings of our shareholders or to cast any votes at such meetings. Under our Articles of Association, the minimum notice period required to convene a general meeting is 10 days. Under the deposit agreement, ADS holders must vote by giving voting instructions to the depositary. If we ask for ADS holders' instructions, then upon receipt of such voting instructions, the depositary will try to vote the underlying Class Z ordinary shares in accordance with these instructions. If we do not instruct the depositary to ask for ADS holders' instructions, the depositary may still vote in accordance with instructions given by ADS holders, but it is not required to do so. ADS holders will not be able to directly exercise their rights to vote with respect to the underlying Class Z ordinary shares represented by the ADSs unless they withdraw the Class Z ordinary shares and become the registered holders of such Class Z ordinary shares prior to the record date for the general meeting.

When a general meeting is convened, holders of ADSs may not receive sufficient notice of a shareholders' meeting to permit withdrawal of the underlying Class Z ordinary shares represented by their ADSs to allow them to cast their votes with respect to any specific matter. If we ask for ADS holders' instructions, the depositary will notify ADS holders of the upcoming vote and will arrange to deliver our voting materials to the ADS holders. We have agreed to give the depositary at least 30 business days' prior notice of our shareholder meetings. Nevertheless, the depositary and its agents may not be able to send voting instructions to holders of ADSs or carry out their voting instructions in a timely manner. We will make all reasonable efforts to cause the depositary to extend voting rights to holders of ADSs in a timely manner, but we cannot assure that holders of ADSs will receive the voting materials in time to ensure that they can instruct the depositary to vote their ADSs. Furthermore, the depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any such vote. As a result, holders of ADSs may not be able to exercise their right to vote and may lack recourse if the underlying Class Z ordinary shares represented by their ADSs are not voted as they requested.

***Our ADS holders may be subject to limitations on transfer of their ADSs.***

In certain cases, our ADSs are transferable on the books of the depository. However, the depository may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The depository may close its books from time to time for a number of reasons, including in connection with corporate events such as a rights offering, during which time the depository needs to maintain an exact number of ADS holders on its books for a specified period. The depository may also close its books in emergencies, and on weekends and public holidays. The depository may refuse to deliver, transfer or register transfers of our ADSs generally when our share register or the books of the depository are closed, or at any time if we or the depository thinks it is advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the relevant deposit agreement, or for any other reason.

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

As a public company, we incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the SEC and the New York Stock Exchange, impose various requirements on the corporate governance practices of public companies. We expect these rules and regulations to increase our legal and financial compliance costs and to make some corporate activities more time-consuming and costlier. As we are no longer an “emerging growth company,” we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 and the other rules and regulations of the SEC. For example, as a result of becoming a public company, we need to increase the number of independent directors and adopt policies regarding internal controls and disclosure controls and procedures. Operating as a public company will make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. In addition, we incur additional costs associated with our public company reporting requirements. It may also be more difficult for us to find qualified persons to serve on our board of directors or as executive officers.

We may be involved in class action lawsuits in the United States in the future. Such lawsuits could divert a significant amount of our management’s attention and other resources from our business and operations, which could harm our results of operations and require us to incur significant expenses to defend the lawsuits. Any such class action suit, whether or not successful, could harm our reputation and restrict our ability to raise capital in the future. In addition, if a claim is successfully made against us, we may be required to pay significant damages, which could have a material adverse effect on our financial condition and results of operations.

**ITEM 4. INFORMATION ON THE COMPANY**

**A. History and Development of the Company**

Our website was first launched in June 2009 and was officially named “bilibili” in January 2010. We commenced our commercial operations in 2011 and established Shanghai Hode Information Technology Co., Ltd., which we refer to as Hode Information Technology in this annual report, to expand our operations in May 2013. Subsequently, we obtained control over Shanghai Kuanyu Digital Technology Co., Ltd., which we refer to as Shanghai Kuanyu in this annual report, in July 2014 to further expand our operations.

We incorporated Bilibili Inc. under the laws of the Cayman Islands as our offshore holding company in December 2013. In February 2014, we established Hode HK Limited, or Hode HK, a wholly-owned Hong Kong subsidiary. In September 2014, Hode HK established a wholly-owned PRC subsidiary, Hode Shanghai Limited, which we refer to as Hode Shanghai or our WFOE in this annual report.

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Due to restrictions imposed by PRC laws and regulations on foreign ownership of companies that engage in internet and other related business, our WFOE later entered into a series of contractual arrangements with Hode Information Technology and Shanghai Kuanyu, which two entities we collectively refer to as our VIEs in this annual report, and their respective shareholders. As a result of our direct ownership in our WFOE and the variable interest entity contractual arrangements, we are regarded as the primary beneficiary of our VIEs. We treat them and their subsidiaries as our consolidated affiliated entities under U.S. GAAP, and have consolidated the financial results of these entities in our consolidated financial statements in accordance with U.S. GAAP.

On March 28, 2018, our ADSs commenced trading on the Nasdaq Global Select Market under the symbol “BILI.” We raised from our initial public offering approximately \$443.3 million in net proceeds after deducting underwriting commissions and the offering expenses payable by us.

In October 2018, we entered into a definitive agreement with Tencent, for Tencent to invest an aggregate amount of approximately US\$317.6 million in our company, after deducting transaction expenses in an aggregate amount of approximately US\$0.4 million, we received net proceeds of approximately US\$317.2 million. On October 25, 2018, we entered into a strategic collaboration agreement with Tencent for sharing and operating existing and additional anime and games on our platform.

In December 2018, we and Taobao entered into a business collaboration agreement in content-driven e-commerce and commercialization of our intellectual property assets. Under the agreement, we and Taobao will collaborate to develop a dynamic ecosystem that will better connect content creators, merchandise and users on both platforms, among other things.

In April 2019, we issued the 2026 Notes. These notes bear interest at a rate of 1.375% per year, payable semiannually in arrears on April 1 and October 1 of each year, beginning on October 1, 2019, and will mature on April 1, 2026. Concurrently with the issuance of 2026 Notes, we also completed a registered offering of ADSs, where we offered 14,173,813 ADSs and certain selling shareholders offered 6,526,187 ADSs, at US\$18.00 per ADS.

In June 2020, we issued the 2027 Notes. These notes bear interest at a rate of 1.25% per year, payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2020, and will mature on June 15, 2027.

In 2020, we launched a series of branding campaign, including introduced trilogy videos Hou Lang, Ru Hai and Xi Xiang Feng and our brand proposition, Bilibili-All the Videos You Like. In April 2020, Sony Corporation invested in our Company, and we entered into strategic collaboration arrangements. In September 2020, we entered into a strategic partnership with Riot Games and secured a three-year exclusive license for live broadcasting the League of Legends E-sports global events in China.

### **Corporate Information**

Our principal executive offices are located at Building 3, Guozheng Center, No. 485 Zhengli Road, Yangpu District, Shanghai, 200433, People’s Republic of China. Our telephone number at this address is +86 21 25099255. Our registered office in the Cayman Islands is located at the offices of Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

The SEC maintains a website at [www.sec.gov](http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system. We maintain our website at <http://ir.bilibili.com/>.

### **B. Business Overview**

We are an iconic brand and a leading video community for young generations in China. Video is an intuitive, vivid and informative way to connect people with the world and has become a dominant medium for communication, entertainment and information. We refer to the trend of video integrating into the scenarios of everyday life as “videolization,” which is creating a massive video-based industry in China. As a go-to video community for young generations in China, we believe we are well positioned to capture the attractive opportunities created by videolization.

We are a full-spectrum video community that offers a wide array of content serving young generations' diverse interests. We provide users with "All the Videos You Like" as our value proposition. We have built our community around aspiring users, high-quality content, talented content creators and the strong emotional bond among them. In our community, users and content creators discover and interact with diverse content encompassing different interests, from lifestyle, game, entertainment, anime, technology and knowledge to many more. We also enable broad video-based content consumption scenarios centered around professional user generated videos, or PUGV, supplemented with live broadcasting, occupationally generated videos, or OGV, and more. We have become the welcoming home of diverse cultures and interests and the destination to discover cultural trends and phenomena of young generations in China.

We adopt a user-centric commercialization model. We are a full-spectrum video community, and our ever-growing content ecosystem continues to satisfy our engaged and loyal users' evolving needs, providing us with multiple lever for user-centric commercialization. We generate revenues primarily from mobile games, VAS, advertising, e-commerce and others. Our cost of revenues consists of revenue-sharing costs, content costs, server and bandwidth costs and e-commerce and other costs. For a detailed description, please see "Item 5. Operating and Financial Review and Prospects—Key Components of Results of Operations."

## **Our Users**

We have a young and culturally aspirational user base who are willing to invest in high-quality content and engaging user experience. Gen Z+ constitutes the core of our user base. Our user base is quickly broadening to include users across different age groups and locations, who take interest in a full spectrum of content. We encourage users to not only discover and view, but also share and create quality content on our platform. We are dedicated to providing a wide variety of high-quality content to retain our existing users and attract new users with diverse interests and backgrounds.

Our user base is growing rapidly. In the fourth quarter of 2020, we had an average of 202.0 million MAU, as compared to an average of 130.3 million MAU for the same period in 2019. Our users have demonstrated high level of engagement on our platform.

Our official members who have passed our 100-question multiple-choice membership exam are even more engaged. As of December 31, 2020, we had approximately 102.6 million official members, representing a 51.1% increase year-over-year. We offer certain major interactive features on our platform exclusively to official members, as we believe the users who take and pass our membership exam are tuned to our community culture and values, hence contributing to our sticky user community. Our official members actively engage in a variety of social and interactive features offered on our platform, such as sending bullet chats, commenting and messaging. In 2020, our users generated 5.1 billion average monthly interactions on our platform, as compared to 2.1 billion in 2019. For official members who visited our platform in each month since 2018, our 3rd-month, 6th-month, 9th-month and 12th-month retention rate remained above 80%.

## **OUR CONTENT ECOSYSTEM**

We have built an ever-growing content ecosystem that is centered on video-based content including PUGV, live broadcasting, OGV and more. Our full-spectrum content ecosystem enables us to become a one-stop platform for users to find a wide variety of content that matches their interests, and for content creators to fully showcase their talent. The more talented content creators gather on our platform, the more inspiring and high-quality content is created, leading to more users, more engagement, and more followers and feedback for our content creators, which in turn encourages more content creators to join.

## **Our Content**

We offer a full spectrum of engaging content, including video services, mobile games and value-added services, or VAS. Our content offerings cover a wide variety of categories. We have become the welcoming home of diverse interests. In the fourth quarter of 2020, we had approximately 1.2 billion average daily video views, representing a 70.1% year-over-year growth.

We offer a comprehensive suite of video services, with PUGV as the cornerstone of our content ecosystem, and live broadcasting and OGV as major attractions of our platform.

## **PUGV**

PUGV are the cornerstone of our content ecosystem and the main engine that powers our growth. PUGV contributed to 91% of the total video views on our platform in the fourth quarter of 2020. With the development of affordable and easy-to-use hardware including digital camcorders and mobile devices with high-resolution video cameras, as well as 5G technologies, the barrier for producing quality video content is gradually vanishing. Video production is now done by a wide range of participants, from amateurs, to semi-professional individuals with certain levels of production and editing skills and to professional production studios or workshops, with the lines between each category of content creators becoming increasingly blurred.

We have a deep and diverse repository of PUGV on our platform. The PUGV on our platform typically showcase the content creators' knowledge and expertise in the relevant field, providing viewers with a fulfilling experience and creating positive word-of-mouth. PUGV are popular among our users due to their originality and creativity as well as their interactive characteristics. Since our inception in 2011, our PUGV experienced strong growth in terms of not only the number of active content creators, but also the number and varieties of videos uploaded. In 2020, we received an average of approximately 5.6 million monthly videos submissions, as compared to 2.6 million in 2019. These videos were submitted by an average of approximately 1.8 million monthly active content creators in 2020, as compared to an average of approximately 0.9 million in 2019.

With a growing number of content creators and the effective incentive mechanisms we provide to the content creators, we receive increasingly diverse and innovative content submissions, which we believe contribute to our mass market appeal. Our most popular PUGV categories were lifestyle, game, entertainment, anime and technology and knowledge in terms of number of video views in 2020. While we enhance content offerings in our leading categories, we are actively expanding our content reach to new categories to cater to the evolving consumption needs of our users.

### **Live broadcasting**

We view live broadcasting as a natural extension to the video services, which allows users to interact and engage in real time, integrated with various content categories and user interests. Content creators who have accumulated a considerable fan base through PUGV get to further solidify their relationship with their fans by hosting live broadcastings to interact on a real-time basis. Many live broadcasting hosts come from the PUGV content creators on our platform.

Games are the most popular category of the live broadcasting content on our platform. For example, in 2018, we started expanding our live broadcasting content to e-sports games to appeal to our users who are game enthusiasts, including top-level matches in League of Legends and the Overwatch League Championships. In September 2020, we entered into a strategic partnership with Riot Games, the developer of leading MOBA League of Legends, pursuant to which we were granted a three-year exclusive license for live broadcasting the League of Legends E-sports global events in China, including the world-renowned League of Legends World Championship, Mid-Season Invitational, and All-Star Event in China beginning in 2020 through the 2023 Mid-Season Invitational. For the entire season of S10 2020 League of Legends Pro League, total live broadcasting page views related to the game increased by over 300% as compared with League of Legends Pro League S9 in 2019.

In addition to live broadcasting of games, we also provide entertainment live broadcasting consisting of audio-related live broadcasting, virtual host live broadcasting and other live broadcasting where hosts sing or chat with audiences on a variety of topics. We are continuously enriching our live broadcasting content and increasing user penetration. We are dedicated to attracting more talents and hosts to introduce more live broadcasting channels and provide diversified content. We believe the diverse live broadcasting content provides an interactive user experience and contributes to our user growth.

## **OGV**

Our OGV offering consists of Bilibili-produced or jointly produced content and licensed content procured from third-party production companies. We leverage our rich OGV offering to accumulate IP assets, attract more users and convert them into paying users, inspire the creation of PUGV content creators and to expand content categories to supplement the PUGV content. Our investment in OGV has contributed to the growth in our user base and the amount of our paying users, and we expect the momentum to continue as we roll out more quality OGV content.

Our original content includes both Bilibili produced and co-produced content with quality domestic and international third-party partners. We produced and co-produced over 100 titles from 2018 to 2020. We typically leveraged our insights of users' preferences and collaborated with professional production companies to produce OGVs. Our OGV cover Chinese and overseas anime, documentaries, variety shows, selected TV shows and movies.

We have a large anime library. For example, in early 2020, we launched *The Daily Life of Immortal King*, a Bilibili-produced Chinese anime series. The series quickly gained over 100 million video views in less than 30 days, setting a new record for our OGV content. Subsequently, *Carp Reborn*, another Bilibili-produced Chinese anime, generated over 240 million views within three months since its launch. We announced our plan of releasing 33 Bilibili-produced Chinese anime titles on our 3<sup>rd</sup> annual Made By Bilibili press conference in November 2020, further enhancing our dominant role in the field. These OGVs are scheduled to be released in the next one or two years. As our net revenues continue to grow, we do not expect our total content costs as a percentage of total revenue to substantially increase.

Our OGV also cover documentaries, selected TV shows, movies and variety shows. We have provided over 3,000 documentaries on our platform in 2020, showcasing our large documentary repositories in China. We released a number of well-received documentary titles in 2019 and 2020 catering to various interests of our users, including Bilibili-produced *And Yet The Books* and *Police Stories 2019-Guardians on the Move*. In the variety show department, we produced *Rap for Youth* in 2020, which was highly recognized even beyond our community.

In addition, we have partnered with reputable content providers for licensed videos, including leading PRC and overseas television networks and studios. See “—Our Content Partners” for more information.

### ***Mobile games***

There is a large population of online games enthusiasts among our users. Game is the second most popular category of our PUGV and the most popular category of our live broadcasting content in 2020. We view mobile games as an adaptive form of video-based content that share many commonalities. Leveraging our deep understanding of users’ preference in online games and rich experience in games operation and distribution, we select mobile games compatible with our users’ interest, such as animation and comics themed mobile games where we hold advantages. We are also expanding our game offerings to other genres, such as console games and massively popular multiplayer online role- playing games. As of December 31, 2020, we operated 43 exclusively distributed mobile games, and hundreds of jointly operated mobile games.

We have obtained the exclusive distribution rights of various mobile games from leading global and domestic mobile game developers. The most popular exclusively distributed mobile games on our platform include *Fate/Grand Order*, *Princess Connect! Re: Dive* and *Azur Lane*. In April 2020, we launched the highly anticipated Japanese role playing game *Princess Connect! Re: Dive* after noticing the popularity of relevant derivative videos, an anime-based role-playing mobile game developed by Cygames. This exclusively licensed game was an immediate hit, attracting millions of players and topping China’s iOS download and grossing charts within a week after its release.

Similarly, noticing the popularity of the *Fate* series on our platform, we strategically localized and launched *Fate/Grand Order*, a Japanese role playing game developed by Aniplex Inc. on an exclusive basis in China in September 2016. We have identified *Fate* fans for *Fate/Grand Order*, and encouraged content creators to produce *Fate/Grand Order* related videos to promote the game. The game attracted 4.5 million players within the first 30 days after its launch. It ranked within top three multiple times each year from 2016 to 2020 on the China iOS app store under the top grossing games category. This legacy game just celebrated its fourth anniversary in 2020, showcasing the long lifecycle of ACG games.

In addition to exclusively licensed mobile games, we also jointly operate a large number of mobile games with well-known domestic developers. Popular jointly operated mobile games on our platform include *Genshin Impact* and *Arknights*.

### ***Maoer and Bilibili Comic***

Leveraging our mass user base of ACG enthusiasts, we expanded our offering to ACG-related comic and audio content and efficiently converted a large number of our existing ACG enthusiast users to audiences of the new offerings. In December 2018, we entered into an agreement with affiliates of NetEase, Inc. to acquire NetEase Comics business, including copyrights of storylines from leading publishers and comic artists, to further enrich our offerings of anime and comics and to upgrade our suite of premium-licensed content, and we launched the Bilibili Comic, a mobile app offering anime and comic content thereafter. In December 2018, we increased our shareholding and acquired majority equity interests in Maoer Inc., an audio platform offering audio drama such as audio books and music mainly contributed by professional and amateur content creators that can be accessed through both its website and mobile app, to expand our content offerings. As a natural extension from our core ACG content offerings, we see great synergy effects between our main platform and each of the Bilibili Comic and Maoer platform and their significant growth potential.

### **Our Content Creators**

The creation of PUGV by our content creators has been the primary source of user traffic and the key driver for the growth of our user base and communities. We have cultivated a nourishing environment to allow content creators to grow and flourish on our platform, empowering them to easily upload content, actively interact with users and effectively accumulate broader fan bases. We respect original creation and work to ensure that our content creators will stay and grow with our platform. In the fourth quarter of 2020, we had 1.9 million average monthly active content creators and received 5.9 million average monthly video submissions, compared to 1.0 million and 2.8 million, respectively, in the fourth quarter of 2019. Approximately 91% of the total video views are contributed by PUGV in the fourth quarter of 2020.

Retaining and expanding our network of content creators who upload and contribute quality content to our platform is essential to us. We have taken a number of initiatives to encourage and facilitate production of creative PUGV by content creators, including various incentive mechanisms to unlock their commercialization potential. In 2018, we launched a cash incentive program to grant content creators with over 100,000 views or 1,000 followers monetary rewards. As of December 31, 2020, approximately 340,000 content creators participated in the cash incentive program.

Content creators of different levels are encouraged and incentivized by various measures. For top-level content creators, we offer them customized premium services to maximize their influence and unlock their commercial value. Certain top-level content creators are recognized as Bilibili Top 100 Content Creators for their outstanding achievements. For middle-level content creators, we reward them mainly through our cash incentive program. For newly joined content creators and amateur content creators, we provide online and offline tutorials to improve their video quality, and video editing tools to make creation process easier and more accessible. For example, our UP Academy offers various tutorial videos prepared by seasoned content creators on various aspects of content creation and the tips of being a skillful content creator, including video shooting techniques, software, marketing and branding strategies, and many other subjects.

We also offer analytic tools to allow content creators to see a range of backstage data, such as demographics of followers and viewers, and data on user behavior, such as following/un-following, viewing, commenting and bullet chatting. Such information gives content creators insights into current trends and user preferences and help content creators improve and make their creative work more relevant. In addition, we hold seminars to share experience and techniques, and reward those content of high-quality, reputation and popularity. These programs help content creators improve their techniques, deepen their bond in this community, and incentivize them to create better content. In 2020, the average number of monthly active content creators was 1.8 million, as compared to 0.9 million in 2019. These creative minds open our platform up to expanded content categories and in turn, increase user traffic and expand user demographics.

All of our live broadcasting hosts and content creators are bound by our community regulations and standard terms of service, which set forth various policies of conduct, content, privacy and the intellectual property right ownership, also the revenue sharing arrangements between hosts and content creators and us. Most live broadcasting hosts and content creators are not professional or full time. We do identify certain talent and content creators that create popular content and represents our values and beliefs and execute customized contracts with them. We also cooperate with talent agencies which recruit, manage, train, support and promote hosts and content creators. Customized host contracts are negotiated on a case-by-case basis and generally contain revenue sharing arrangements and exclusivity clauses. Except as disclosed above, we do not have other material transactions, agreements or understanding with our content creators or live broadcasting hosts, other than in their capacity as our content creators or live broadcasting hosts.

## **Our Community**

The vitality and integrity of our communities are cornerstones of our business and a priority of our business development strategy. Our users are attracted to our platform because of our creative content and become attached to our diverse, inclusive and vibrant community. To preserve our culture and community values, we have employed the following features in operating our communities.

**Membership exam.** Users need to pass our multiple-choice membership exam consisting of 100 questions in order to become our “official members,” after which additional interactive and community features, such as bullet chatting and commenting, will become available to them. The membership exam includes questions on community etiquette regarding uploading videos and sending bullet chats, and a set of interest-based questions from a range of topics, such as anime, music, fashion and technology. Users need to answer a total of 60 questions correctly to pass the membership exam. As of December 31, 2020, we had approximately 102.6 million official members who had passed our membership exam, representing a 51.1% increase year-over-year.

**Signature community management.** We believe official members who have passed the membership exam tend to develop a strong sense of belonging and ownership to our platform. To protect the community values and contribute to a more harmonious community, our veteran users have voluntarily formed a community discipline committee to monitor and report any inappropriate content that has been posted on our platform, which has proven to be an effective means to regulate our users’ behavior in our communities. To support their efforts, we have worked with and provided them with technical means to help them carry out their activities more effectively and enforce their disciplinary decisions. If we confirm that a user has uploaded content that contains inappropriate content, such as pornography, violence, provocative or hate speech, invasion of personal privacy, personal attacks, and fraudulent or other offensive information, we may temporarily suspend or permanently terminate such user’s account, and display such user’s account information and reason for the disciplinary action under the “Dark Chamber” tab, which is open to all users on our platform. This measure also allows users to participate in the management of our communities and helps us educate users and foster a self-regulating environment to protect and strengthen the community values that we hold dear. See “—Content Management and Review.”

**Community events.** Every year, we hold large festivals and community events for our users, including New Year’s Eve Gala, Chinese New Year Gala, Bilibili Macro Link and Bilibili World. We also invite content creators to participate in these events. Chinese New Year Gala is our signature community event that we started in 2010 where we invite all content creators to create and upload ACG-inspired videos and select the best among them to produce an extended program according to each year’s theme to celebrate Chinese New Year with our users. In January 2020, we hosted the Bilibili Top 100 Content Creators Award Ceremony to celebrate and award the outstanding achievements of leading content creators in various categories. We marked the end of the year with our second successful New Year’s Eve Gala, The Most Beautiful Night of 2020. The popularity index during the 2020 broadcasting night more than tripled its size in the 2019 broadcasting night, achieving 120 million playbacks within 48 hours.

## **OUR PLATFORM**

### **Access to our platform**

Our platform includes our “Bilibili” mobile apps, PC websites, Smart TV, Bilibili Comic, Maoer and a variety of related features, functionalities, tools and services that we provide to users and content creators. For mobile devices, users typically access our content through our dedicated “Bilibili” mobile apps, or a mobile website that is largely similar in terms of functionality and appearance to our mobile apps. Our mobile apps are available for user download from the Apple and Android app stores. We also provide a PC website at [www.bilibili.com](http://www.bilibili.com) and offer quality content across on smart TV devices. The majority of our active users are on mobile, and our mobile products continue to grow faster than our PC products. In 2020, MAU from our mobile products accounted for over 90% of our MAU on average.



We utilize our big data analytical capabilities in our feed system to categorize and recommend content based on user data captured on our platform and analytics produced by our deep learning algorithms. The basic features we offer on our platform include content uploading, viewing and commenting. Our platform also can categorize, rank, search for, curate and recommend content uploaded and viewed to simplify the content discovery process.

### **Our social and interactive features**

Our communities are built on creative content as well as vibrant interactions among users. Users' interactions on our platform revolve around content, and the social and interactive features of our platform allow users who share similar interests and hobbies to find, engage with and bond with each other to establish a common bond. We provide the following social and interactive features for our users.

*Bullet chatting.* Bullet chatting is a commenting function that we pioneered, which enables content viewers to send comments that fly across the screen like bullets, and has become very popular among young internet users in China. Only official member who passed our membership exam can send bullet chats on our platform. Bullet chats are context-based and can be viewed by the audiences who watch the same content, and therefore can intrigue interactive commenting among content viewers. The bullet chatting feature has transformed the video-viewing experience from one-way content display to a brand new interactive experience by sharing with other enthusiasts who empathize with each other.

*Liking and following.* Users can show appreciation in various ways to encourage content creators, such as liking, voting, adding to favorites and casting coin. Users can also opt to follow a content creator so they can see the content creator's newly posted activities promptly on their own timeline. In addition, we invented a unique interaction feature, "one click triple-function combo." Through one long pressing on the screen, users can complete liking, coin casting and adding to favourite library in a roll to show their special appreciation.

*Interacting with fans.* Content creators can use moment, fans group, live broadcasting and interactive video to interact with their fans. Bilibili moment enables users to express and share their interests and stories in multimedia content such as text, pictures and video. Content creators can utilize this feature to notify their followers when they upload new content on our platform. In addition, users can join fans group to interact with content creators. In addition, live broadcasting allows content creators to set up channels to interact with fans on a real-time basis. Furthermore, we launched the interactive video function in July 2019, where users are involved in making choices for the characters in the videos and change the plot as the story develops.

*Gifts and rewarding.* Users can send free or paid virtual items to live broadcasting hosts and content creators to show their support and appreciation.

*Sharing and communicating.* Users can share and repost content uploaded by other users, add comments, send instant messages and view their history of interactions with other users.

### **OUR COMMERCIALIZATION MODEL**

Capitalizing our engaged user base, expanding content ecosystem, and vibrant community, we are well positioned to capture users' evolving demand and increase lifetime value of our users by satisfying such demand. As we develop deep insights into user interests and behavior, we curate the right content and service offerings compatible with user demand, achieving efficient user-centric commercialization. Our commercialization efforts are based on the integrated goals of offering quality content catering to user preference to attract users, building vibrant communities to retain users, and stimulating content consumption to achieve commercialization. We generate revenues primarily from mobile games, VAS, advertising, e-commerce and others. In the fourth quarter of 2020, our average number of monthly paying users was 17.9 million, as compared to 8.8 million in the same period of 2019.

#### **Mobile games**

Games is the second most popular genre category of our PUGV based on video views in 2020. A substantial portion of our users are game lovers. We started to publish mobile games on our platform for third-party developers in January 2014, and launched our first self-developed game in August 2017.

Our significant growth in net revenues initially around 2016 was primarily attributable to our mobile games operations. As a key component of ACG culture, game related content remained one of the most popular genres on our platform based on video views since our inception. Recognizing the large population of game lovers among our users and a strong propensity to spend on mobile games of our typical users, we started to introduce animation and comics themed mobile games that resonate well with our communities and user preferences. Some of these games are sourced taking into consideration of the popularity of related video content on our platform. Mobile games have thus become a natural extension of our video content offerings through which we achieve efficient monetization. In addition, our sticky user community with strong preference for ACG-related content enables us to obtain exclusive distribution rights of various popular, high-quality mobile games in China from leading global and domestic game developers, particularly with regards to ACG-themed mobile games.

As our user base and user demand expand, we continue to launch new service offerings and diversify our monetization channels beyond mobile games. As a result, while our net revenues continued to grow substantially, mobile games revenues contribution as a percentage of total net revenues decreased over the past few years, with the rise of other revenue streams. We derived 71.1%, 53.1% and 40.0% of our revenues from mobile games in 2018, 2019 and 2020, respectively. The top 10 mobile games contributed to 67%, 46% and 33% of our revenues in 2018, 2019 and 2020, respectively. Our top 3 mobile games: Fate/Grand Order, Princess Connect! Re: Dive, and Azur Lane, in aggregate contributed 61%, 36% and 24% of our total net revenues in 2018, 2019 and 2020, respectively.

| <u>Name</u>                | <u>Initial Launch Date</u> | <u>Region</u> | <u>Genre</u>     |
|----------------------------|----------------------------|---------------|------------------|
| Fate/Grand Order           | September 2016             | China         | ACG-related game |
| Azur Lane                  | May 2017                   | China         | ACG-related game |
| Princess Connect! Re: Dive | April 2020                 | China         | ACG-related game |

Substantially all mobile games on our platform are developed by third-party developers and we select and curate mobile games on our platform based on content, themes, cultural characteristics and features that appeal to our users. Our users access the mobile games on our platform, and log into and play with their Bilibili accounts. They purchase in-game virtual items that enhance their game-playing experience, which is the primary source of our revenue generated from mobile games. As of December 31, 2020, we operated 43 exclusively distributed mobile games and hundreds of jointly operated mobile games. For our exclusively distributed mobile games, we generally were granted royalty bearing license with the exclusive right to market and distribute mobile games in China and other countries and regions in Asia. We also entered into joint operating agreements with game developers and distributors pursuant to which we were granted non-exclusive licenses to promote and distribute games on our platform. We negotiate revenue sharing arrangements or licensing fees with mobile game developers on a case-by-case basis and such arrangements are generally consistent with industry norms. Our exclusively distributed mobile games contributed to 88%, 79% and 75% of our mobile games revenues during 2018, 2019 and 2020, respectively.

We routinely customize our exclusively distributed mobile games and adapt them to our users' preferences and provide operation and servicing support with our own servers to optimize the game experience for our users. For jointly operated mobile games, we generally provide distribution, payment solutions and market promotion services, while game developers are responsible for providing game products, hosting and maintenance of game servers and determining the pricing of in-game virtual items.

To further explore opportunities in this business sector, we entered into a strategic collaboration agreement with Tencent in October 2018, pursuant to which we would jointly operate more Tencent games on our platform. In 2020, we entered into business collaboration with Sony to bring more high-quality anime content and mobile games to our users.

## VAS

We also achieve commercialization through the various types of VAS we offer, including our premium membership program, live broadcasting and other value-added services, including Bilibili Comic and Maoer audio program. We derived 42%, 44% and 43% of our VAS revenues from premium membership in 2018, 2019 and 2020, respectively. We derived 55%, 36% and 34% of our VAS revenues from live broadcasting in 2018, 2019 and 2020, respectively. We derived the rest of the VAS revenues from comics and other paid contents.

In January 2018, we launched a premium membership program allowing paying members to enjoy an exclusive or advance access to certain high-quality OGV. We charge our premium members membership fees monthly, quarterly or annually, based on the service package that they select. As of December 31, 2020, we had 14.5 million premium members. We plan to continue to roll out more high-quality OGV content and convert more paying users.

We extend diversified live broadcasting content covering a broad range of interests. We offer various virtual items for sale on our live broadcasting. Users can purchase in-app virtual items and send them as virtual gifts to their favorite hosts to show appreciation and provide them with monetary rewards. These virtual items can produce special effects on the screen, such as Bilibili Spaceship and fireworks. As we attract a growing number of hosts and talent agencies to hold live broadcasting on our platform, and encourage more content creators to become hosts, the revenue generated from sales of virtual items increases.

We share revenues from the sales of virtual items generated on our live broadcasting with our hosts and talent agencies. We encourage our content creators to host live broadcasting on our platform to interact with their fans on a real time basis, enhance their popularity and in turn attract and retain users. We have entered into exclusive cooperation agreements with certain hosts with top popularity on our platform, pursuant to which we offer these hosts more attractive rewards in addition to the revenue-sharing arrangements. We plan to enter into cooperation agreements with more hosts in the future to secure popular hosts and further expand our live broadcasting. The top 10 content creators and live broadcasting hosts contributed to less than 1% of our total revenues during 2018, 2019 and 2020, respectively.

In December 2018, we acquired NetEase Comics business, to further enrich our offerings of anime and comics and to upgrade our suite of premium-licensed content, and we launched the Bilibili Comic, a mobile app offering anime and comic content thereafter. In December 2018, we increased our shareholdings to acquire majority equity interests in Maoer Inc., an audio platform offering audio drama. We currently hold 80.5% equity interests of Maoer Inc.

## **Advertising**

Our typical users, the Gen Z+ with high educational backgrounds and increasing disposable income who spend time on quality content, are well-chased by advertisers. Advertisers are also seeking out innovative platforms with abundant user traffic to enhance their visibility. We believe our rapidly growing community and increasing brand awareness makes Bilibili a preferred platform for advertisers.

We offer various advertising formats including brand advertising, performance-based advertising and native advertising. Brand advertisements primarily appear on the app opening page, the top banner, the website home page banner and the inline video feed alongside organic feeds. Brand advertisements can also be customized according to advertisers' need and appeared in Bilibili-produced OGV or events. Performance-based advertisements primarily appear as inline video feeds alongside with organic feeds. This format allows us to push personalized feed advertisements to users throughout our platform. Native advertising are customized according to advertisers' needs, produced by our content creators and embedded naturally in their video creations. As the native advertisements are usually cohesive with the content of our platform, assimilated into the design and consistent with the form of content presentation on our platform, our users tend to view them as regular video content.

In addition, we offer integrated marketing campaigns to provide a one-stop marketing solution for our advertisers. Advertisers can leverage our brand advertising to raise their brand awareness, use native advertisements to influence user's purchase decision and convert sales through our performance-based advertisements. The all-around marketing campaigns were well-received by the users and brought satisfactory results for our advertisers. The price of our advertising service is determined on a case-by-case basis and depends upon various factors, including the format and duration of the advertisement, targeting scope, display location and so on. We provide various sales incentives to our advertising service customers, including cash incentives in the form of commissions to certain third-party advertising agencies and noncash incentives such as discounts and advertising services provided free of charge in certain bundled arrangements, which are negotiated on a contract by contract basis with customers. The incentives are based on revenue volume and incentive rate, which are negotiated on a contract by contract basis. We account for these incentives granted to customers as variable consideration in accordance with ASC 606 that is net of our revenues. The amount of variable consideration is measured based on the most likely amount of incentive to be provided to customers. We do not have other material transactions, agreements or understanding with our advertising customers, other than in their capacity as our advertising customers.

## **E-commerce and others**

Our e-commerce initiatives are focused around the IP value of ACG-related content. We offer ACG-related merchandise and generate revenue from sales of these products. For example, for users who are particularly interested in a certain anime, we recommend to them merchandise of the same theme and encourage them to place orders on our platform. We also generate revenue from certain offline activities we hold, including selling events tickets and peripheral products.

## **OUR STRATEGIC PARTNERS**

We collaborate with reputable industry players to enhance our content offerings and to strengthen our user-centric commercialization capabilities. We partner with domestic and overseas content partners to continually expand and deepen our content repository. We also work with talent agencies in expanding our content creator group as well as in diversifying our content offerings. We contract with talent agencies to recruit, manage, train and support our hosts and pay talent agencies a percentage of the total revenues from virtual gifting made to the hosts managed by such talent agencies. We work with advertisers in a variety of industries due to our rapidly growing community and increasing brand awareness. We enter into advertising service agreements with advertisers directly or through advertising agencies. The price of our advertising services depends upon various factors, including the duration and form of the advertisements and popularity of the content or event in which the advertisements will be placed. We cooperate with leading global and domestic mobile game developers to distribute their mobile games on our platform. Under our agreements for exclusively distributed mobile games, we are typically responsible for the launch of the games, hosting and maintenance of game servers, determination of when and how to operate in-game promotions and customer services and the pricing of in-game virtual items and making a localized version for overseas licensed games. Under our agreements for jointly operated mobile games, we are typically responsible for distributing games and providing payment solution and market promotion service. Proceeds earned from selling in-game virtual items are shared between us and the third-party game developers pursuant to the agreements. We believe our large and diverse user base presents a prime opportunity for our strategic partners to reach a growing number of audiences. We have also entered into revenue sharing arrangements with distribution channels including iOS and Android-based app stores to distribute our mobile games. To provide multiple payment methods for our users, we contracted with online payment channels and pay fees based on the amount of payment made through the payment channel.

In October 2018, Tencent, our principal shareholder, further invested in our company, and we entered into a strategic collaboration agreement with Tencent for sharing and operating existing and additional anime and games on Bilibili's online platform, pursuant to which we and Tencent will participate in the exchange and purchase of existing anime copyright, and jointly procure, produce and invest in anime projects, as well as seek investment opportunities in the anime and comic industry. In addition, we would expand our cooperation with Tencent by jointly operating more Tencent games on our platform.

In December 2018, we and Alibaba Group commenced our business collaboration in the content creation and commercialization front. Under the agreement, content creators on Bilibili will promote merchandise by producing content in a creative and interactive format. Taobao will also work with us to promote and commercialize Bilibili's IP assets, leveraging consumer insights on both platforms. In February 2019, Alibaba Group became our principal shareholder. Alibaba has also become one of our major brand advertisers. In 2019 and 2020, Tmall and Taobao of Alibaba placed advertisements on our platform for the 11.11 Global Shopping Festival. In December 2019, Juhuasuan of Alibaba acted as the title sponsor of our New Year's Eve Gala "The Most Beautiful Night of 2019."

In April 2020, we received a strategic investment from Sony and entered into a business collaboration agreement to pursue collaboration opportunities within the area of entertainment business in the Chinese market, including anime and mobile game. We would support Sony in deepening its understanding of and insight into the Chinese entertainment market. In October 2020, we deepened our partnership with Sony by entering into a strategic agreement with its subsidiary Aniplex Inc. to introduce more high-quality anime content and mobile games on our platform. Under the agreement, we will obtain certain exclusive distribution rights of Aniplex's anime content and will pay Aniplex different fees per episode for different anime series. We also entered into revenues sharing arrangements for exclusive distribution of Aniplex's mobile games.

## **BRANDING AND MARKETING**

We have been retaining and expanding our user base by providing high-quality content since our inception, and we have cultivated a deep and diverse content pool well recognized among Generation Z+. In addition to viral marketing, word of mouth referrals and repeat user visits driven by superior user experience, quality content and product offerings, we implement various branding and marketing measures to promote our brand awareness among existing and potential users and advertisers. Our primary areas of focus are on continuously increasing brand awareness and acquisition of users through targeted channels.

For example, in the second quarter of 2020, we launched a series of campaigns aimed at spreading the Bilibili brand name among a broader audience, in tandem with expanding our content appeal to a mass market. During our 11th anniversary, we introduced a new slogan, *Bilibili-All the Videos You Like*, to help define our brand proposition and appeal to a wider base. With this vision in mind, we launched a branding campaign series, the Hou Lang, Ru Hai and Xi Xiang Feng trilogy videos, all echoing strongly with our existing and potential users, to help bring an uptick in brand perception and increase brand awareness across different demographics. We marked the end of the year with our second successful New Year's Eve Gala, The Most Beautiful Night of 2020. The popularity index during the 2020 broadcasting night more than tripled its size in the 2019 broadcasting night, achieving 120 million playbacks within 48 hours. In addition, we held various branding campaigns in 2020 to enrich users' daily lives, including Bilibili Summertime Graduation Ceremony Concert, various off-line events on campus, anime exhibitions, ceremonies and other events. We have also placed advertisements in subway stations, elevators, app stores, video app channels and over-the-top channels, so as to increase the exposure of our brand and new slogan to a broader audience. These branding and marketing initiatives have allowed us to connect and resonate with more users and reach a more diverse audience.

These branding and marketing efforts contribute and foster our market leadership as a go-to video community for young generations in China. In addition, our average MAU increased significantly from 87.0 million in 2018, to 117.5 million in 2019 and further to 185.8 million in 2020. We design our sales and marketing efforts with careful consideration to raise brand awareness, attract a broader user base and promote our services. Going forward, we expect to continuously evaluate and monitor the effectiveness and efficiency of our promotion campaigns and marketing spending in order to further enhance our brand awareness and attract a broader user base in a sustainable manner. We expect to effectively manage our sales and marketing expenses to bring more users and revenues to us and expand our operating leverage.

### **User Privacy and Safety**

The vitality and integrity of our communities are cornerstones of our business. We dedicate significant resources to the goal of strengthening our communities through developing and implementing programs designed to protect user privacy, promote a safe environment, and ensure the security of user data. The user privacy policy on our platform describes our data use practices and how privacy works on our platform. Specifically, we provide users with adequate notice as to what data are being collected and undertake to manage and use the data collected in accordance with applicable laws and make reasonable efforts to prevent the unauthorized use, loss or leak of user data. Our user privacy policy, *Bilibili Privacy Policy*, has clearly specified the type of user information that will be collected under different scenarios. For example, a user will need to provide the user name, and phone number or email address when registering an account on our platform. When a user opens our mobile app for the first time, registers an account via our mobile app or website, logs into his/her account, or any modification is made to the *Bilibili Privacy Policy*, a notice will pop-up on this user's device requiring this user to read and consent to the *Bilibili Privacy Policy*. In addition, we use a variety of technologies to protect the data with which we are entrusted and have a team of privacy professionals dedicated to the ongoing review and monitoring of data security practices. For example, we store all user data in encrypted format and strictly limit the number of personnel who can access those servers that store user data. For our external interfaces, we also utilize firewalls to protect against potential attacks or unauthorized access.

### **Content Management and Review**

We maintain two levels of content management and review procedures to monitor the content uploaded to our platform to help ensure that no content that may be deemed to be illegal or inappropriate under government rules and regulations is posted and to promptly remove any infringing content. The first level of review procedure is conducted through our proprietary artificial intelligence-based screening system. This system automatically flags and screens out newly uploaded videos that have piracy issues or contain illegal or inappropriate content by comparing them with copyrighted or objectionable videos stored in our own in-house "black list" databases and identifying those with similar codes. Once the content is processed by our technology screening system, our system then extracts fingerprint trails from the content and sends them to our content screening team for the second-level review. As of December 31, 2020, our content screening team consists of approximately 2,413 employees dedicated to screening and monitoring the content uploaded on our platform on a 24-hour, seven-days-a-week basis. They work around the clock to ensure that the flagged content identified by our screening system is reviewed and confirmed before it can be released. We provide initial training during the onboarding process for new hires. We also offer periodic training sessions to keep these employees apprised of any regulatory and policy changes, and supervise and monitor their work. All of the content needs to go through these two levels of review procedures before it is released on our platform.

All of the other content, primarily consisting of bullet chats posted by users, is also automatically filtered by our screening system, which utilizes an artificial intelligence-based screening system to conduct semantic analysis on bullet chats to analyze, identify and screen out inappropriate bullet chats. With respect to live broadcasting, we have a separate monitoring team to review and monitor the content and activities of hosts of our live broadcasting as well as the bullet chats posted by viewers. The monitoring team for live broadcasting consisted of over 200 members as of December 31, 2020 and we sometimes assign more team members from our general content screening team as necessary. The live broadcasting reviewing process is similar to the two-level review procedure described above. Further, in addition to responding to user complaints, our monitoring team frequently visit different live broadcasting rooms to ensure the appropriateness of the content.

We utilize a real-name system to authenticate the identities of our content creators and live broadcasting hosts. In addition, before each upload, the user has agreed to the terms and conditions set forth in the user agreement of our platform. Pursuant to such user agreement, each user undertakes not to upload or distribute content that violates any PRC laws or regulations or infringes the intellectual property rights of any third party, and agrees to indemnify us for all damages arising from third-party claims against us caused by violating or infringing content uploaded or linked by the user. Cooperation agreements with our popular content creators also provide for standard clauses that restrict the content creators from uploading infringing content on our platform. We also remove users' uploads when we are notified or made aware by copyright owners or from other sources authorized by copyright owners of copyright infringements, such as lists of inappropriate or infringing content that the regulatory authorities publish from time to time and market information on releases of movies and television serial drama.

Our abuse reporting infrastructure also allows any of our users to report inappropriate, offensive or dangerous content to us through "report" links easily found on our platform. We have enhanced this reporting system with our community discipline committee, which is comprised of our veteran users who volunteer to monitor and report any inappropriate content that has been posted on our platform. Users can also report through customer service staff or third-party organizations. In addition, if we confirm that user has uploaded content that contains provocative and hate speech, personal attacks, fraudulent information or other offensive information, we may temporarily suspend or permanently terminate such user's account, and display such user's account information and reason for the disciplinary action under the "Dark Chamber" tab, which is open to all users on our platform.

However, there can be no assurance that we can identify all the videos or other content that may violate relevant laws and regulations due to the large amount of content uploaded by our users every day. As advised by our PRC counsel, Tian Yuan Law Firm, if the content of audiovisual programs transmitted by the internet audio-visual program service provider on the internet violate the PRC laws and regulations such as the Administrative Regulations on Internet Audio-Visual Program Service, the internet audio-visual program service provider shall be subject to punishment by the competent authority which may include warning, an order to rectify and a fine up to RMB30,000, if such circumstances are severe judged by the competent authority, it shall be subject to punishment which may include order to cease, a fine of RMB10,000 to RMB50,000 and revocation of license, if such violations constitute crime, criminal investigations or penalties may be imposed; if such content violate the Provisional Measures on Administration of Internet Culture, operating internet culture entities shall subject to punishment which may include an order to rectify, confiscation of illegal proceeds and a fine of RMB10,000 to RMB30,000, if such circumstances are severe judged by the competent authority, it shall be subject to punishment which may include order to cease and revocation of license, if such violations constitute crime, criminal investigations or penalties may be imposed. The CAC conducted a nationwide inspection of major internet platforms providing short-video content, and we were notified by certain smartphone app stores in China that our mobile app had been temporarily removed from July 26, 2018 until August 25, 2018. We implemented the required measures promptly and reinstated the mobile app downloads from those app stores on August 26, 2018. We thereafter conducted a self-inspection by taking a comprehensive review of the content on our platform and have doubled the headcounts of content monitoring personnel. On December 3, 2020, in response to the reported vulgar content on our platform, the Shanghai Municipal Office of Anti-Pornography and Illegal Publication, the Shanghai Municipal Internet Information Office and the Shanghai Municipal Culture and Tourism Bureau made inquiries with us and requested us to rectify within two weeks and strengthen the content review of videos, live broadcasting, anime, bullet chatting and other content on our platform. We have completed the required rectification. We have submitted the final rectification report to the Shanghai Municipal Office of Anti-Pornography and Illegal Publication and the Shanghai Municipal Internet Information Office on December 22, 2020 and our rectification report has been accepted by the relevant competent authorities, which indicates that the rectification has passed the review of relevant competent authority. In addition, the Inspection Department of the Enforcement General Administration of Shanghai Culture Market imposed on us a fine of RMB20,000 in May 2018 and a fine of RMB10,000 in April 2019 primarily for having inappropriate content on our platform.

According to Notice 78, platforms providing online show live broadcasting or e-commerce live broadcasting services shall, among other things, register their information and business operations by November 30, 2020, ensure real-name registration for all live broadcasting hosts and virtual gifting users, prohibit users that are minors or without real-name registration from virtual gifting, and set a limit on the maximum amount of virtual gifting per time, per day, and per month. For more information, see "Item 3. Key Information — D. Risk Factors—Risks Related to Our Business and Industry—We face uncertainties with respect to the enactment, interpretation and implementation of Notice 78," and "Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Online Live Broadcasting Services."

We have consulted with our PRC counsel, Tian Yuan Law Firm, as to the applicability and interpretation of the requirements under Notice 78 to our business, and conducted an internal evaluation of our compliance measures and status of compliance with the requirements under Notice 78. We have employed the following measures to comply with Notice 78 and ensure the appropriateness of live broadcasting content:

(i) we have communicated with Shanghai Municipal Administration of Radio and Television, or the SHART and were informed that due to the adjustment of the system, entities holding a License for Online Transmission of Audio-Visual Programs need to wait for further notification from the competent authority before they can register in the National Internet Audio-visual Platforms Information Management System. As of the date of this annual report, we have not received the notification requesting such registration. We will continue communicating with the SHART and will submit the registration application immediately upon receipt of the notice from the SHART;

(ii) we have adopted policies to require real-name registration through identity card for all hosts from 2016, and require real-name registration through mobile number for all virtual gifting users from 2018;



(iii) we have set up the youth mode from May 2019, under which users are prohibited from virtual gifting. Under the general mode, from early January 2021, the users who can be identified as minors are not allowed to make virtual gifts and if adult users can prove that the virtual gifts are paid by minors, they can claim for refund; our Youth Mode was established under the direction of the CAC, when an user launches our app for the first time every day, the user can switch to the Youth Mode according to the pop-up prompt, and the browsing content under the Youth Mode is presented in the form of whitelist by our content team, and parents can set up passcodes under the Youth Mode to manage the time spent by minors on our platform and to prevent minors from switching back to general mode. In addition to the Youth Mode which has been implemented on the platform, we have also launched the “Youth Firewall” program in April 2018 and co-established a “Minors’ Rights Protection Center” in May 2018 to adopt special content presentation policies and community permission settings for users who are not authenticated or whose identities are shown as minors, so as to strictly identify and filter undesirable information for minors. After consultation with our PRC counsel, Tian Yuan Law Firm, we confirm that the operation of content under the Youth Mode is compliant with PRC laws and regulations in all material aspects. In addition, the revenues generated from minors in connection with live broadcasting programs accounted for less than 5% of our revenues in 2018, 2019 and 2020, respectively.

(iv) with respect to the requirement of setting a cap on the amount of virtual gifting, as advised by our PRC counsel, Tian Yuan Law Firm, currently there has been no explicit provisions on the standard for the maximum amount of virtual gifting under Notice 78. Since we have not received any notice or implementation guidance on setting such cap on virtual gifting, we have not been able to set such cap or quantify the impact of such requirement on our business operations and financial performance as of the date of this annual report. We intend to continue communicating with the NRTA and its local branches with respect to the standard for the maximum amount of virtual gifting. Once the NRTA provides specific implementation guidelines on the maximum amount of virtual gifting, we will be able to take measures to comply with the requirement on a timely basis; and

(v) in relation to the other requirements under Notice 78, we believe that we have effective measures in place to ensure compliance with them in all material respects. However, given that Notice 78 was recently issued in November 2020, certain requirements under Notice 78 remain unclear. We will continue communicating with regulatory authorities to seek more detailed guidelines with respect to the implementation of Notice 78.

As advised by our PRC counsel, Tian Yuan Law Firm, Notice 78 does not stipulate any timelines for full compliance with the requirements therein, nor any penalties for any non-compliance under Notice 78. We have not received any notice of enforcement actions nor have we been subject to any administrative penalties in connection with any non-compliance under Notice 78 as of the date of this annual report.

## Corporate Social Responsibility

We are committed to leveraging our technology and platform to create value for the society. We are dedicated to enriching the everyday life of young people, and potentially everyone in China and around the globe. We offer quality content for users to view and spend meaningful time with, which is most helpful during difficult times and for residents in less-developed areas. During the COVID-19 outbreak in China in early 2020 when the Chinese New Year holiday was extended and residents were prohibited to travel freely, the size and engagement of our active user base increased significantly. We believe viewing content on our platform helped relieve our users’ stress during the COVID-19 outbreak, and offered an interactive entertainment experience and an open platform of expression to our users who were not able to meet with friends to share their interests in person at the time. We also promoted content that provided users with update of the situation of the pandemic and public health knowledge to help our users better protect themselves against the epidemic. We offer our users access to our platform without geographic limitations. People in less-developed regions have access to quality and diversified content catered to their interest, including entertainment and other content in comprehensive categories.

In addition, we co-established “Minors’ Rights Protection Center” in May 2018. We used big data analytics and key words management to filter content containing harmful information to minors. We have set up a specific reporting channel ([teenprotect@bilibili.com](mailto:teenprotect@bilibili.com)) for content containing harmful information to minors, and the content reported to this email address will be reviewed by the Minors’ Rights Protection Center. We have enhanced the level of punishment on content creators for uploading videos containing harmful information to minors. Such videos and the relevant content creators will be permanently banned by us, and we may report to competent authorities in serious cases. We have engaged legal experts to receive complaints and accept delegations, and Minors’ Rights Protection Center will provide special legal aid when finding minors that may be harmed or harassed on Bilibili platform. We have engaged juvenile counselors and expert social workers to provide consulting services for families whose minors having issues brought by use of internet, and psychological counseling when necessary.

Respect is the cornerstone of our community. Respect is the basic principle of our operation. We pay respect to our users and content creators, regardless of the gender, interest or sub-culture group. We advocate for the respect among users and content creators, and our unique community value is not only preserved by us but also by our users and content creators. The community rules on our platform forbid content that discriminates against any specific people or group based on gender, race, religion, age, nationality, physical disability or sexuality. We will issue warnings to or terminate accounts of any content creators for uploading personal attack content on our platform. Our abuse reporting infrastructure allows any of our users to report inappropriate, offensive or dangerous content to us through “report” links easily found on our platform. We have enhanced this reporting system with our community discipline committee, which is comprised of our veteran users who volunteer to monitor and report any inappropriate content that has been posted on our platform.

Our company is led by management who advocate for equality, including Ms. Ni Li, our chief operating officer and vice chairwoman of our board of directors. Ms. Li oversees the Company’s overall operations and leads the strategic functions including content ecosystem development, monetization initiatives, strategic planning, investments and brand marketing. We produced *Rap for Youth* in 2020, which was highly recognized even beyond our community. The song *She and She and She*, praising women for bravely chasing their dreams and firmly living their own lives, which was debuted in the show, became an immediate hit. Our company co-established two primary schools named “Bilibili Dream Primary School” and “Bilibili Beautiful Primary School” in rural China to facilitate the education equality in remote areas as well.

Given that the majority of our operations are conducted online, we have a limited impact on the environment with a small carbon footprint. We are committed to carbon mitigation measures and will continue to explore ways to further improve energy efficiency. All our servers are compliant with industry energy efficiency standards in China, and we intentionally choose partners with a strong commitment to carbon emission reduction in our collaboration with third-party cloud servers. We ask our employees to be mindful of the environment when consuming office supplies. In addition, some of the content offered on our platform is about the environmental protection topic. Leveraging the various forms of support we offer to our content creators, environmentalists are encouraged to create and share content centered on environmental issues, which raises environmental awareness among the viewers.

We strive to provide employees with welfare benefits and a broad range of career development opportunities. We have established a sound talent cultivation mechanism and created an online-offline combined training platform. We also strive to help our employees balance their work and life. We have organized various recreational and sports activities to enrich the cultural life of employees.

## **Competition**

We compete primarily with companies that operate in the video-based industry in China designed to engage users, especially the Gen Z+, and capture their time spent on mobile devices and online. We compete to attract, engage and retain users, attract and retain talented content creators to improve and expand our content library and unique offerings and to attract and retain advertisers. Our competitors may compete with us in a variety of ways, including by leveraging a large user base to promote content offerings in different consumption scenarios, obtaining exclusive online distribution rights for popular content, conducting brand promotions and other marketing activities, and making acquisitions. We have exclusive distribution rights only for certain content on our platform. Our content creators are generally free to post their content on our competitors' platforms, which may divert user traffic from our platform.

We believe that we can compete effectively with our competitors on the basis of the following factors: (i) the strength and reputation of our brand, (ii) our ability to provide creative and quality PUGV, (iii) the demographic composition and engagement of our user base, (iv) the vibrant and inclusive community culture, (v) the performance and reliability of our platform and (vi) our ability to develop new products and services and enhancements to existing products and services to keep up with user preferences and demands.

Most of the players in the video-based industry are focused on one or two video content formats as their primary ways of engaging with users and deriving revenues. We do not view our value proposition to users, business model or our revenue streams as directly comparable with other market players, because we operate a unique business model of operating a full-spectrum video community that offers comprehensive content offerings across short and mid-to-long form videos, PUGV, live broadcasting, OGV, mobile games and others, all on one integrated platform. This commercialization model differentiates us from other vertical-focused video streaming companies, mobile game companies, live broadcasting companies or e-commerce companies.

As we introduce new products and services on our platform, as our existing products continue to evolve, or as other companies introduce new products and services, we may become subject to additional competition.

## **Insurance**

We consider our insurance coverage to be adequate as we have in place all the mandatory insurance policies required by Chinese laws and regulations and in accordance with the commercial practices in our industry. Our employee-related insurance consists of pension insurance, maternity insurance, unemployment insurance, work-related injury insurance, medical insurance and housing funds, as required by Chinese laws and regulations. We also purchase supplemental commercial health insurance and accident insurance for our employees.

In line with general market practice, we do not maintain insurance policies covering damages to our network infrastructures or information technology systems. We also do not maintain business interruption insurance or general third-party liability insurance, nor do we maintain product liability insurance or key-man insurance.

## **Regulation**

This section sets forth a summary of the most significant rules and regulations that affect our business activities in China or the rights of our shareholders to receive dividends and other distributions from us.

### **Regulations Related to Foreign Investment in the PRC**

#### ***Foreign Investment Industrial Policy***

Investments activities in China by foreign investors are principally governed by the Catalogue for the Encouragement of Foreign Investment Industries (2020 Edition), or the Catalogue, and the Negative List (2020), which were both promulgated by the MOFCOM and the NDRC and each became effective on January 27, 2021, and July 23, 2020. The Catalogue and the Negative List (2020) set forth the industries in which foreign investments are encouraged, restricted and prohibited. Industries that are not listed in any of these three categories are generally open to foreign investment unless otherwise specifically restricted by other PRC rules and regulations.



According to the Negative List (2020), the foreign equity interest ownership of entities that engage in value-added telecommunications business (except for e-commerce, domestic multi-party communication, storage and forwarding and call center) must not exceed 50%. In addition, foreign investments in the internet cultural business (except for music), the internet audio-visual program business, the radio and television program production and operation business, the production of audiovisual products and/or electronic publications and film production and distribution business are prohibited. However, foreign investors are allowed to hold up to 100% of equity interests in an online data processing and transaction processing business (including e-commerce business operation) in China.

#### ***Foreign Investment Law and its Implementation Measures***

On March 15, 2019, the National People's Congress of the PRC, or the NPC, enacted the 2019 FIL, which came into effect on January 1, 2020. The 2019 FIL has replaced the previous major laws and regulations governing foreign investment in the PRC, including the Sino-foreign Equity Joint Ventures Enterprises Law of the PRC, the Sino-foreign Co-operative Enterprises Law of the PRC and the Wholly Foreign-invested Enterprise Law of the PRC. According to the Foreign Investment Law, "foreign-invested enterprises" refers to enterprises that are wholly or partly invested by foreign investors and registered under the PRC laws within China, and "foreign investment" refers to any foreign investor's direct or indirect investment activities in China, including: (i) establishing foreign-invested enterprises in China either individually or jointly with other investors; (ii) obtaining stock shares, equity shares, shares in properties or other similar interests of Chinese domestic enterprises; (iii) investing in new projects in China either individually or jointly with other investors; and (iv) investing through other methods provided by laws, administrative regulations or provisions prescribed by the State Council.

On December 26, 2019, the State Council issued Implementation Regulations for the Foreign Investment Law of the PRC, or the Implementation Rules, which came into effect on January 1, 2020, and replaced the Implementing Rules of the Sino-foreign Equity Joint Ventures Enterprises Law of the PRC, the Implementing Rules of the Sino-foreign Co-operative Enterprises Law of the PRC and the Implementing Rules of the Wholly Foreign-invested Enterprise Law of the PRC. According to the Implementation Rules, in the event of any discrepancy between the Foreign Investment Law, the Implementation Rules and the relevant provisions on foreign investment promulgated prior to January 1, 2020, the Foreign Investment Law and the Implementation Rules shall prevail. The Implementation Rules also set forth that foreign investors that invest in sectors on the Negative List (2020) in which foreign investment is restricted shall comply with special management measures with respect to, among others, shareholding and senior management personnel qualification in the Negative List (2020). Pursuant to the Foreign Investment Law and the Implementation Rules, the existing foreign-invested enterprises established prior to the effective date of the Foreign Investment Law are allowed to keep their corporate organization forms for five years from the effectiveness of the Foreign Investment Law before such existing foreign-invested enterprises change their organization forms and organization structures in accordance with the PRC Company Law, the Partnership Enterprise Law of the PRC and other applicable laws.

On December 30, 2019, the MOFCOM and the SAMR jointly promulgated the Measures on Reporting of Foreign Investment Information, which came into effect on January 1, 2020, and has replaced the Interim Measures for the Administration of Record-filing on the Establishment and Changes in Foreign-Invested Enterprises. Foreign investors or foreign-invested enterprises shall submit investment information to the commerce administrative authorities through the Enterprise Registration System and the National Enterprise Credit Information Publicity System.

On December 19, 2020, the NDRC and the MOFCOM jointly promulgated the Measures on the Security Review of Foreign Investment, effective on January 18, 2021, setting forth provisions concerning the security review mechanism on foreign investment, including the types of investments subject to review, review scopes and procedures, among others. The Office of the Working Mechanism of the Security Review of Foreign Investment, or the Office of the Working Mechanism, will be established under the NDRC, who will lead the task together with the MOFCOM. Foreign investor or relevant parties in China must declare the security review to the Office of the Working Mechanism prior to (i) the investments in the military industry, military industrial supporting and other fields relating to the security of national defense, and investments in areas surrounding military facilities and military industry facilities; and (ii) investments in important agricultural products, important energy and resources, important equipment manufacturing, important infrastructure, important transport services, important cultural products and services, important information technology and Internet products and services, important financial services, key technologies and other important fields relating to national security, and obtain control in the target enterprise. Control exists when the foreign investor (i) holds over 50% equity interests in the target, (ii) has voting rights that can materially impact on the resolutions of the board of directors or shareholders meeting of the target even when it holds less than 50% equity interests in the target, or (iii) has material impact on target's business decisions, human resources, accounting and technology.

### **Regulations Related to Value-Added Telecommunications Services**

In 2000, the State Council promulgated the Telecommunications Regulations of the PRC, or the Telecommunications Regulations, most recently amended in February 2016, which provide the regulatory framework for telecommunications service providers in China and require a telecommunications service provider to obtain an operating license prior to commencing its operations. The Telecommunications Regulations categorize all telecommunications services as either basic telecommunications services or value-added telecommunications services. Providers of value-added telecommunications services are required to obtain a license for value-added telecommunications services. Pursuant to the Catalog of Telecommunications Services, an attachment to the Telecommunications Regulations, which was most recently amended on June 6, 2019, information services provided via public telecommunication network or the internet fall within value-added telecommunications services.

The Administrative Measures on Internet Information Services, or the Internet Information Services Measures, which was promulgated by the State Council on September 25, 2000, and amended on January 8, 2011, set out guidelines on the provision of internet information services. According to the Internet Information Services Measures, the internet information services is classified into commercial internet information services and non-commercial internet information services; a commercial operator of internet content provision services must obtain an ICP License for the provision of internet information services from the appropriate telecommunications authorities. The Administrative Measures for Telecommunications Businesses Operating Permits, which was promulgated by the MIIT on July 3, 2017, and became effective on September 1, 2017, further regulates the telecommunications business permits. On January 8, 2021, the CAC promulgated the Internet Information Services Measures (Revised Draft for Comments), which sets forth detailed rules on the internet information service activities. As of the date of this annual report, the draft has not been formally adopted.

### **Regulations Related to Internet Cultural Activities**

On February 17, 2011, the MOC promulgated the Provisional Measures on Administration of Internet Culture, or the Internet Culture Provisions, effective on April 1, 2011, and amended on December 15, 2017, to regulate entities that engage in activities related to internet cultural products. “Internet cultural products” are classified as cultural products developed, published and disseminated via internet which mainly include: (i) online cultural products particularly developed for publishing via internet, such as, among other things, online music and entertainment, online games and online shows and programs, online performance, online artwork and online anime and cartoons; and (ii) online cultural products converted from music and entertainment, games, shows and programs, performance, artwork, anime and cartoons using certain technical means to be disseminated via internet. Pursuant to these regulations, entities are required to obtain the Online Culture Operating Permits from the applicable provincial level counterpart of the MCT if they intend to commercially engage in any of the following types of activities: (i) production, duplication, import, release or broadcasting of online cultural products; (ii) publishing of online cultural products on the internet or transmission over information network, such as internet or mobile telecommunication network, to end user’s devices via computers, fixed-line or mobile phones, radios, television sets or online games consoles and internet cafes for the purpose of browsing, reading, reviewing, using or downloading such products by users; or (iii) exhibitions or contests related to online cultural products.

On August 12, 2013, the MOC issued the Administrative Measures for Content Self-Review by Internet Culture Business Entities, requiring the entities that engage in the internet cultural business to review the content of products and services to be provided before providing such content and services to the public. These entities shall establish content management system, set up departments for content management and employ proper personnel to ensure the legality of content. The content management system of an internet cultural business entity is required to specify the responsibilities, standards and processes for content review as well as accountability measures, and is required be filed with the provincial level counterpart of the MCT.

## **Regulations Related to Online Transmission of Audio-Visual Programs**

According to the Administrative Regulations on Internet Audio-Visual Program Service, or the Audio-Visual Regulations, promulgated by State Administration of Radio, Film and Television of the PRC, or the SARFT, and the Ministry of Information Industry of the PRC, or the MII, the predecessor of the MIIT, on December 20, 2007, and became effective on January 31, 2008, as amended on August 28, 2015, and became effective on the same day, internet audio-visual program service refers to the activities of making, editing and integrating audio-visual programs, providing them to the general public via internet, and providing such services to other people by uploading. An internet audio-visual program service provider shall obtain a License for Online Transmission of Audio-Visual Programs issued by the NRTA or complete certain record-filing procedures with the NRTA.

Pursuant to the Audio-Visual Regulations, providers of internet audio-visual program services are generally required to be either state-owned or state-controlled. According to the Official Answers to Press Questions Regarding the Internet Audio-Visual Program Regulations published on the SARFT's website on February 3, 2008, the SARFT and MII clarified that the providers of internet audio-visual program services who had legally engaged in such services prior to the adoption of the Audio-visual Regulations shall be eligible to re-register their businesses and continue their operations of internet audio-visual program services so long as those providers have not been in violation of the laws and regulations. This exemption will not be granted to internet audio-visual program service providers established after the adoption of the Audio-Visual Regulations. These policies have later been reflected in the Notice on Relevant Issues Concerning Application and Approval of License for Online Transmission of Audio-visual Programs, issued by SARFT on April 8, 2008, and amended on August 28, 2015.

Under the Administrative Regulations on the Introduction and Broadcasting of Foreign Television Programs promulgated in 2004, the introduction or broadcasting of foreign television programs on the television in the PRC is subject to approval of the SAPPRFT or its authorized entities. On March 30, 2009, the SARFT promulgated the Notice on Strengthening the Administration of the Content of Internet Audio-Visual Programs, which reiterates the pre-approval from the broadcasting, film and television administrative departments requirements for the domestic and overseas films and television shows disseminating on the internet, including those on mobile networks (if applicable), and prohibits those internet audio-visual programs containing violence, pornography, gambling, terrorism, superstition or other prohibited elements. The SARFT issued the Notice on Further Strengthening the Administration of Online Audio-Visual Content Including Internet Drama and Micro Films on July 6, 2012, pursuant to which, internet audio-visual programs service institutions shall report the information on self-examined and approved internet series, micro films, internet movies, film and television animation, documentaries and other internet audio-visual programs to the provincial authority of film and television administration for record-filing, such information includes but not limited to the program's title, content summary and the information of the reviewer. The SAPPRFT further issued the Supplemental Notice on Improving the Administration of Online Audio-Visual Content Including Internet Drama and Micro Films on January 2, 2014. This notice stresses that any entity producing online audio-visual content, such as internet drama and micro films, must obtain a License for Production and Operation of Radio and Television Programs, and that online audio-visual content service providers shall not release any internet drama or micro films produced by any entity without such license. For internet drama or micro films produced and uploaded by individual users, the online audio-visual service providers transmitting such content will be deemed to take responsibility as the producer. Furthermore, under this notice, online audio-visual service providers can only transmit content uploaded by an individual whose identity has been verified and such content shall comply with the relevant content management rules. This notice also requires that self-examined and transmitted online audio-visual program, including internet drama and micro films, to be filed with the relevant authorities before release.

In January 2019, the CNSA issued the Regulations on Administration of Network Short Video Platforms, pursuant to which all content of a short video, including but not limited to its title, description, bullet chats and comments, may be required to be reviewed in advance before the content is broadcasted. Furthermore, the number of content reviewers a platform is required to keep must in principle be more than one-thousandth of the number of short videos newly broadcasted on the platform per day. In January 2019, CNSA issued the Censoring Criteria for Network Short Video Content, which sets forth in details of the content prohibited to be broadcasted, such as violence, pornography, gambling, terrorism, superstitious and illegal or immoral content.

According to the Administrative Provisions on Online Audio-visual Information Services, jointly promulgated by the CAC, the MCT and the NRTA on November 18, 2019, online audio-visual information service providers shall authenticate users' real identity information based on organization code, identity card number and mobile phone number. Online audio-visual information service providers shall not allow users who fail to provide their real identity to publish information. Online audio-visual information service providers shall strengthen the management of the audio-visual information posted by users, and deploy and apply identification technologies for illegal and non-real audio and video. If any user is found to produce, post or disseminate content prohibited by laws or regulations, the transmission of such information shall be ceased, and disposal measures such as deletion shall be taken to prevent the information from spreading, and such service providers shall retain records, and report to the administrations of cyberspace, culture and tourism, radio and television.

## **Regulations Related to Production of Radio and Television Programs**

In July 2004, the SARFT promulgated the Regulations on the Administration of Production of Radio and Television Programs, or the Radio and TV Programs Regulations, as most recently amended on October 29, 2020. Under the Radio and TV Programs Regulations, any entities that engage in the production of radio and television programs are required to apply for a license from the NRTA or its provincial level counterparts. Entities shall conduct their business within the permitted scope as provided in their licenses. Entities with the License for Production and Operation of Radio and Television Programs shall conduct their operations strictly in compliance with the approved scope of production and operation. Other than radio and TV stations, entities shall not produce radio and TV programs about the current political news or similar subjects and columns.

## **Regulations Related to The Internet Follow-Up Comment Services**

According to the Administrative Provisions on Internet Follow-up Comment Services, which was promulgated by the CAC on August 25, 2017, and became effective on October 1, 2017, an internet follow-up comment services provider shall strictly assume the primary responsibilities and the obligations, including but not limited to: (i) verify the real identity information of registered users; (ii) establish and improve a user information protection system; (iii) establish a system of reviewing at first and then publishing comments if they offer internet follow-up comment services to news information; (iv) furnish corresponding static information content on the same platform and page at the same time if they provide internet follow-up comment services by way of bullet chatting; (v) establish and improve an internet follow-up comment review and administration, real-time check, emergency response and other information security administration systems, timely identify and process illicit information and submit a report to the relevant competent authorities; (vi) develop internet follow-up comment information protection and administration technologies, innovate internet follow-up comment administration modes, research, develop and utilize an anti-spam administration system and improve the spam-handling capability; (vii) equip with content examination team corresponding with services; and (viii) coordinate with relevant supervising authorities for examination and provide necessary technology, information and data support.

## **Regulations Related to Online Games**

### ***Regulatory Authorities***

Pursuant to the Notice on Issuing the Provisions on the Main Functions, Internal Bodies and Staffing of the General Administration of Press and Publication (National Copyright Administration) promulgated by the General Office of the State Council on July 11, 2008, the Notice of the State Commission Office for Public Sector Reform on Interpretation of the State Commission Office for Public Sector Reform on Several Provisions relating to Animation and Comics, Online Game and Comprehensive Law Enforcement in Culture Market in the Three Provisions jointly promulgated by the MOC, SARFT and the General Administration of Press and Publication, or the GAPP on September 7, 2009, the administration of anime and online game shall be conducted by the MOC, and the GAPP is responsible for the examination and approval process of online games prior to online publication. After the online games uploaded on the internet, online games will be administered by the MCT. Moreover, if an online game is launched on the internet without the prior approval of the GAPP, the MCT will be responsible for guiding the cultural market law enforcement team to conduct investigation and punishment. In March 2013, the SAPPRFT formed based on the Notice on the Institutional Reform issued by the State Council.

In March 2018, the Central Committee of the Communist Party of China issued the Plan for Deepening the Institutional Reform of the Party and State and the NPC promulgated the Decision of the First Session of the Thirteenth National People's Congress on the State Council Institutional Reform Proposal (collectively, the "Institutional Reform Plans"). According to the Institutional Reform Plans, effective from March 21, 2018, the SAPPRFT was reformed and now known as the NRTA under the State Council, and the responsibility of the SAPPRFT for administration of news, publication and films, such as the approval of online game registrations and issuance of game publication numbers has been transferred to the NAPP under the Propaganda Department of the Central Committee of the Communist Party of China. The NAPP at the national level suspended approval of game registration and issuance of publication numbers for online games since March 2018 and resumed to issue game publication numbers by batches periodically since December 2018, according to certain news reports. Beginning in December 2018, the NAPP at the national level started to approve new online games.

On May 14, 2019, the MCT promulgated the Notice on Adjusting the Scope of Examination and Approval regarding the Internet Culture Operation License to Further Regulate the Approval Work, which quotes the Regulations on the Function Configuration, Internal Institutions and Staffing of the MCT, or the Function Configuration Regulations, effective from July 30, 2018, and further specifies that the MCT no longer assumes the responsibility for administering the industry of online games. On July 10, 2019, the MCT issued the Abolition Decisions on the Interim Administrative Measures for the Administration of Online Games and the Administrative Measures for Tourism Development Plan, or the Abolition Decision. The Abolition Decision also cites the Function Configuration Regulations and further abolishes the Interim Measures for the Administration of Online Games, or the Online Game Measures, which means that the MCT will no longer regulate the industry of online games. As of the date of this annual report, no laws, regulations or official guidelines have been promulgated regarding whether the responsibility of MCT for regulating online games will be undertaken by another governmental department.

#### ***Online Game Publication***

According to the Internet Publishing Measures, before publishing an online game, an online publishing service provider shall file an application with the competent provincial-level publishing administrative department where it is located, and the application, if reviewed and approved, shall be submitted to the NAPP for approval. The Notice of the General Office of the General Administration of Press, Publication, Radio, Film and Television on the Administration of Mobile Game Publishing Services, which was issued on May 24, 2016, and took effect on July 1, 2016, provides that game publishing services providers shall be responsible for examining the content of their games and applying for game publication numbers, and for the purpose of this notice, the online game publishing services providers refer to online publishing service entities that have obtained the Internet Publishing Service License with game publishing business included in their scope of business.

#### ***Online Game Operations***

The Online Game Measures that was issued by the MOC on June 3, 2010, and last amended on December 15, 2017, comprehensively regulate the activities related to online game business, including the research and development and production of online games, the operation of online games, the standards for online games content, the issuance of virtual currencies used for online games and virtual currency trading services. The Online Game Measures provide that any entity engaging in online game operations must obtain an Online Culture Operating Permits, and the content of an imported online game must be examined and approved by the MCT prior to its launch. Domestically developed online games must be filed with the MCT within 30 days of its launch. The Notice of the MOC on the Implementation of the Interim Measures for the Administration of Online Games, which took effect on August 1, 2010, specifies the entities regulated by the Online Game Measures and procedures related to the MCT's review of the content of online games, and emphasizes the protection of minors playing online games and requests online game operators to promote real-name registration by their game players.

On July 10, 2019, the MCT issued the Abolition Decision, which specifies that the Online Game Measures was abolished by the MCT on July 10, 2019. On August 19, 2019, the MCT issued the Announcement on Results of Regulatory Documents Clean-up, which specifies that the Notice of the MCT on the Online Games Measures was abolished.

#### ***Virtual Currency and Virtual Items***

On February 15, 2007, the Notice on Further Strengthening Administration of Internet Cafes and Online Games, or the Online Games Notice, was jointly issued by the MOC, the People's Bank of China and other governmental authorities with the goal of strengthening the administration of virtual currency in online games and to avoid any adverse impact on the PRC economy and financial system. The Online Games Notice imposes strict limits on the total amount of virtual currency issued by online game operators and the amount purchased by individual players and requires a clear division between virtual transactions and real transactions carried out by way of electronic commerce. The Online Games Notice further provides that virtual currency must only be used to purchase virtual items and prohibits any resale of virtual currency.

On June 4, 2009, the MOC and the MOFCOM jointly issued the Notice on Strengthening Administration of Virtual Currency of Online Games, or the Virtual Currency Notice. According to the Virtual Currency Notice, it defines the meaning of the term “virtual currency” and places a set of restrictions on the trading and issuance of virtual currency. The Virtual Currency Notice also states that online game operators are also not allowed to give out virtual items or virtual currency through lottery-base activities, such as lucky draws, betting or random computer sampling, in exchange for players’ cash or virtual money.

According to the Notice on Regulating the Operations of Online Games and Strengthening Interim and Ex Post Regulation promulgated by the MOC on December 1, 2016, and effective as of May 1, 2017, the virtual items, purchased by users directly with legal currency, by using the virtual currencies of online games or by exchanging the virtual currencies of online games according to a certain percentage and enabling users to directly exchange for other virtual items or value-added service functions in online games, shall be regulated pursuant to the provisions on virtual currencies of online games. Online game operators shall not provide users with services to exchange virtual currencies into legal currency or physical items. Where it provides users with the option to exchange virtual currencies into physical items of minor value, the content and value of such physical items shall be in compliance with relevant laws and regulations of the State. However, this notice has been abolished by the MCT as of August 19, 2019.

#### ***Anti-addiction System and Protection of Minors***

In March 2007, the GAPP and several other government agencies issued a circular requiring the implementation of an anti-fatigue system and a real-name registration system by all PRC online game operators to curb addictive online game playing by minors. To identify whether a game player is a minor and thus subject to the anti-fatigue system, a real-name registration system must be adopted to require online game players to register with their real identity information before playing online games. The online game operators are also required to submit the identity information of game players to the public security authority for verification.

In July 2011, the GAPP, together with several other government agencies, jointly issued the Notice on Initializing the Verification of Real-name Registration for the Anti-Fatigue System on Online Games, or the Real-name Registration Notice, in order to strengthen the implementation of the anti-fatigue and real-name registration system. This notice indicates that the National Citizen Identity Information Center of the Ministry of Public Security will verify identity information of game players submitted by online game operators. The Real-name Registration Notice also imposes stringent penalties on online game operators that do not implement the required anti-fatigue and real-name registration systems properly and effectively, including terminating their online game operations.

In 2011, the MOC, together with several other government agencies, jointly issued a Circular on Printing and Distributing Implementation Scheme regarding Parental Guardianship Project for Minors Playing Online Games to strengthen the administration of online games and protect the legitimate rights and interests of minors.

This circular indicates that online game operators must have person in charge, set up specific service webpages and publish specific hotlines to provide parents with necessary assistance to prevent or restrict minors’ improper game playing behavior.

On October 25, 2019, the NAPP issued the Notice on Preventing Minors from Indulging in Online Games which took effect on November 1, 2019. The Notice stipulates several requirements on the online game operation, including but not limited to: (i) all online game users shall register their game accounts with valid identity information; (ii) the time slot and duration for playing online games by minors shall be strictly controlled; (iii) the provision of paid services to minors shall be regulated; (iv) the regulation of the industry shall be enhanced and the requirements above shall be requisite for launching, publishing and operating online games; and (v) the development and implementation of an age-appropriate reminding system shall be explored. Online game companies shall analyze the cause of minors’ addiction to games, and alter the content and features of games or game rules resulting in such addiction.

On October 17, 2020, the SCNPC revised and promulgated the Law of the PRC on the Protection of Minors (2020 Revision), which will take effect on June 1, 2021. Law of the PRC on the Protection of Minors (2020 Revision) added a new section entitled “Online Protections” which stipulates a series of provisions to further protect minors’ interests on the internet, among others, (i) online product and service providers are prohibited from providing minors with products and services that would induce minors to indulge, (ii) online service providers for products and services such as online games, live broadcasting, audio-video, and social networking are required to establish special management systems of user duration, access authority and consumption for minors, (iii) online games service providers must request minors to register and log into online games with their valid identity information, (iv) online games service providers must categorize games according to relevant rules and standards, notify users about the appropriate ages for the players of the games, and take technical measures to keep minors from accessing inappropriate online games functions, and (v) online games service providers may not provide online games services to minors from 10:00 P.M. to 8:00 A.M. the next day. As of the date of this annual report, we have implemented a real-name registration system and a Bilibili game health system in our mobile game platform in accordance with the relevant supervision requirements. These two systems include, among others, following measures:

- (i) the real-name registration system requires users to register with valid identity information and the users without real-name authentication will not be able to log into the game after 1 hour’s trial playing in visitor experience mode for 15 days;
- (ii) the users are not allowed to top up or purchase game virtual items in visitor experience mode;
- (iii) the accumulated time of minors playing game each day is monitored, calculated and limited to less than three hours per day on PRC statutory holidays and 1.5 hours per day during other times, and upon exceeding such time limit, a notification will pop up and the player will be forced to log out;
- (iv) minors are not able to log into the game between 10:00 p.m. and 8:00 a.m.; and
- (v) consumption limits for minors have been implemented as required by the relevant regulatory guidance.

### **Regulations Related to Online Live Broadcasting Services**

On November 4, 2016, the CAC issued the Administrative Regulations on Online Live Broadcasting Services, or the Online Live Broadcasting Regulations, which came into effect on December 1, 2016. According to the Online Live Broadcasting Regulations, all online live broadcasting service providers shall take various measures during operation of live broadcasting services, including but not limited to: (i) establish platforms for reviewing live broadcasting content, conducting classification and grading management according to the online live broadcasting content categories, user scale and others, add tags to graphics, video, audio or broadcast tag information for platforms; (ii) conduct verification on online live broadcasting users with valid identification information (for example, authentic mobile phone numbers) and validate the registration of online live broadcasting publishers based on their identification documents (such as identity documents, business licenses and organization code certificates), etc.

On September 2, 2016, the SAPPRFT issued the Circular on Issues concerning Strengthening the Administration of Online Live Broadcasting of Audio-Visual Programs, or the Online Live Broadcasting Circular. According to the Online Live Broadcasting Circular, License for Online Transmission of Audio-Visual Programs is a prerequisite for online audio-visual live broadcasting of general cultural events, such as social communities, sports events, as well as important political, military, economic, social and cultural events. Relevant information about specific activities to be streamed shall be filled in advance with the provincial counterparts of the NRTA. Online audio-visual live broadcasting service providers shall censor and tape such programs and retain them for at least 60 days for future check by the administrative departments; and they shall have emergency plans in place to replace programs in violation of laws and regulations. Bullet chats are not allowed in the live broadcasting of major political, military, economic, social, cultural, sports and other activities and events. Special censorship shall be implemented over the bullet chats during the live broadcasting of cultural activities of general social groups, sports events and other organizational activities.



According to the Measures for the Administration of Cyber Performance Business Operations, promulgated by the MOC on December 2, 2016, and effective as of January 1, 2017, business engaging in cyber performance operations shall apply to the cultural administrative department at the provincial level for an Online Culture Operating Permits in accordance with the Internet Culture Provisions, and the license shall specify the scope of the cyber performance.

According to the Guidelines on Strengthening Supervision of Online Live Broadcasting Marketing Activities promulgated by the SAMR on November 6, 2020, any network platform will assume the responsibility and obligation as an e-commerce platform operator according to the E-Commerce Law; provided that this platform provides operators, who sell goods or provide services via internet live broadcasting, with services such as internet operation place, transaction matchmaking and information publication in order for the transaction parties to independently complete their transaction activities.

According to the Notice on Strengthening the Management of Online Show Live Broadcasting and E-commerce Live Broadcasting promulgated by the NRTA on November 12, 2020, live broadcasting platforms for online shows are requested to strengthen positive value guidance and enable those tasteful, meaningful, interesting and warm live-broadcasting programs to have good traffic, and to prevent the spread of the trends of wealth flaunting, money worshiping and vulgarity. In addition, the number of content reviewers a platform is required to keep must in principle be no less than 1:50 of the number of live broadcasting rooms. Live broadcasting platforms for online shows need to manage the hosts and “virtual gifting” users based on the real-name registration system, and users who have not registered with real names or who are minors are prohibited from virtual gifting. The live broadcasting platforms are required to implement real-name registration system by real-name verification, face recognition, manual review and other measures to prevent minors from virtual gifting. The platform shall limit the maximum amount of virtual gifting each user may give per time, day and month. Live broadcasting platforms for e-commerce shall not illegally produce and broadcast, beyond their business scope of e-commerce, any commentary programs unrelated to sales of goods.

According to the Law of the PRC on the Protection of Minors (2020 Revision), which will take effect on June 1, 2021, among others, live broadcasting service providers are not allowed to provide minors under age 16 with online live broadcasting publisher account registration service, and must obtain the consent from parents or guardians and verify the identity of the minors before allowing minors aged 16 or above to register live broadcasting publisher accounts.

#### **Regulations Related to Advertising Business**

The Advertisement Law of the PRC, which was promulgated by the SCNPC on October 27, 1994, and last amended on October 26, 2018, requires advertisers to ensure that the content of the advertisements is true. The content of advertisements shall not contain prohibited information, including but not limited to: (i) information that harms the dignity or interests of the State or divulges the secrets of the State, (ii) information that contains wordings such as “national level,” “highest level” and “best” and (iii) information that contains ethnic, racial, religious or sexual discrimination. Advertisements posted or published through the internet shall not affect normal usage of network by users. Advertisements published in the form of pop-up window on the internet shall display the close button clearly to make sure that the viewers can close the advertisement by one click.

The Internet Advertisement Measures, which were promulgated by the State Administration for Industry and Commerce of the PRC, or the SAIC, currently known as the SAMR, on July 4, 2016, and became effective on September 1, 2016, regulate any advertisement published on the Internet, including but not limited to, those on websites, webpage and apps, those in the forms of word, picture, audio, video and others. According to the Internet Advertisement Measures, Internet information service providers must stop any person from using their information services to publish illegal advertisements if they are aware of, or should reasonably be aware of, such illegal advertisements even though the Internet information service provider merely provides information services and is not involved in the internet advertisement businesses.



## **Regulations Related to E-Commerce**

The SAIC adopted the Interim Measures for the Administration of Online Commodities Trading and Relevant Services on May 31, 2010, and replaced by the Administrative Measures for Online Trading on January 26, 2014, which became effective on March 15, 2014. These measures impose more stringent requirements and obligations on online trading or service operators as well as marketplace platform providers. For example, marketplace platform providers are obligated to examine the legal status of each third-party merchant selling products or services on their platforms and display on a prominent location on a merchant's web page the information stated in the merchant's business license or a link to its business license. On December 24, 2014, the MOFCOM promulgated the Provisions on the Procedures for Formulating Transaction Rules of Third-Party Online Retail Platforms (Trial) to regulate the formulation, revision and enforcement of transaction rules for online retail marketplace platforms.

On August 31, 2018, the SCNPC promulgated the E-Commerce Law, which came into effect on January 1, 2019. The E-commerce Law imposes a series of requirements on e-commerce operators including e-commerce platform operators, merchants operating on the platform and the individuals and entities carrying out business online. According to the E-commerce Law, e-commerce operators who provide search results based on consumers' characteristics, such as hobbies and consumption habits, shall also provide consumers with options that are not targeted at their personal characteristics at the same time, respect and fairly protect the legitimate interests of the consumers. In addition, e-commerce platform operators are not allowed to impose unreasonable restrictions over or add unjustified conditions to transactions concluded on their platforms by merchants, or charge merchants operating on its platform any unreasonable fees.

An e-commerce operator shall obtain a license for value-added telecommunications services with the specification of online data processing and transaction processing business from appropriate telecommunications authorities, pursuant to the Telecommunications Regulations and the Catalog of Telecommunications Services.

The Consumer Protection Law, which was promulgated by the SCNPC on October 31, 1993, and last amended on October 25, 2013, effective as of March 15, 2014, sets out the obligations of business operators and the rights and interests of consumers. Business operators must guarantee the quality, function, usage and term of validity of the goods or services they sell or provide, if these goods and services are consumed under normal standards. The consumers whose interests have been damaged due to their purchase of goods or acceptance of services on online platforms may claim damages from the sellers or service providers. Online platform operators may be subject to liabilities if the lawful rights and interests of consumers are infringed in connection with consumers' purchase of goods or acceptance of services on online platforms if the platform operators fail to provide consumers with authentic contact information of the sellers or service providers. On January 6, 2017, the SAIC issued the Interim Measures for No Reason Return of Online Purchased Commodities within Seven Days, which came into effect on March 15, 2017, further clarifying the scope of consumers' rights to make returns without a reason, including exceptions, return procedures and online marketplace platform providers' responsibility to formulate seven-day no-reason return rules and related consumer protection systems, and supervise the merchants for compliance with these rules. On December 29, 2020, the SAMR promulgated the Announcement on Strengthening the Recall and Supervision of Consumer Goods Sold Online to further protect the safety of consumers' personal properties.

## **Regulations Related to Internet Information Security and Privacy Protection**

Internet content in China is also regulated and restricted from a state security point of view. The Decision Regarding the Safeguarding of Internet Security, enacted by the SCNPC on December 28, 2000, and amended with immediate effect on August 27, 2009, makes it unlawful to, including but not limited to: (i) gain improper entry into a computer information system of national affairs, national defense or cutting-edge science and technology; (ii) disseminate politically disruptive information; (iii) leak state secrets; (iv) spread false commercial information; or (v) infringe intellectual property rights. The Administrative Measures for the Security Protection of International Connections to Computer Information Network, issued by the Ministry of Public Security on December 30, 1997, and amended on January 8, 2011, prohibits the use of the internet in ways that, among other things, result in a leakage of state secrets or the distribution of socially destabilizing content.

On July 1, 2015, the SCNPC issued the National Security Law, which came into effect on the same day. The National Security Law provides that the state shall safeguard the sovereignty, national security and cyber security and development interests of the state, and that the state shall establish a national security review and supervision system to review, among other things, foreign investment, key technologies, internet and information technology products and services and other important activities that are likely to impact the national security of China.

On June 28, 2016, the CAC promulgated the Administrative Provisions on Mobile Internet Applications Information Services, which became effective on August 1, 2016, providing that mobile Internet application providers are prohibited from engaging in any activity that may endanger national security, disturb social order or infringe the legal rights of third parties, and may not produce, copy, release or disseminate through mobile Internet applications any content prohibited by laws and regulations.

On November 7, 2016, the SCNPC issued the Cyber Security Law, which came into effect on June 1, 2017. The Cyber Security Law provides that network operators must set up internal security management systems that meet the requirements of a classified protection system for cyber security, including appointing dedicated cyber security personnel, taking technical measures to prevent computer viruses, network attacks and intrusions, taking technical measures to monitor and record network operation status and cyber security incidents, and taking data security measures such as data classification, backups and encryption. The Cyber Security Law imposes a relatively vague but broad obligation to provide technical support and assistance to the public and state security authorities in connection with criminal investigations or for reasons of national security. The Cyber Security Law also requires network operators that provide network access or domain name registration services, landline or mobile phone network access, or that provide users with information publication or instant messaging services, to require users to provide a real identity when they sign up.

The Provisions on Technological Measures for Internet Security Protection, promulgated by the Ministry of Public Security on December 13, 2005, and became effective on March 1, 2006, require internet service providers to keep records of certain information about their users (including but not limited to user registration information, log-in and log-out times, IP addresses, content and time of posts by users) for at least 60 days. Under the Cyber Security Law, network operators must also record and report any instances of publication of prohibited information and take measures to prevent such information from dissemination. A network operator fails to comply with such requirements may be imposed fines, confiscated of illegal gains, revoked of its licenses, suspended of its business, shut down of its websites or, in severe cases, take criminal liabilities.

On June 22, 2007, the Administrative Measures for the Graded Protection of Information Security was issued by the Ministry of Public Security and several other governmental agencies, according to which, the State shall, by developing nationally effective good practice and technical standards for the graded protection of information security, and organize citizens, legal persons and other organizations to carry out graded security protection of information system. The destruction of a Grade III information system will cause material damage to social order and public interests or will cause damage to national security. Entities operating and using Grade III information system shall protect the information system in accordance with relevant good practice and technical standards of the State. The state departments in charge of the supervision and administration of information security shall supervise and administer the graded protection work on information security of the information system of such Grade.

On March 13, 2019, the Office of the Central Cyberspace Affairs Commission, or the OCCAC, and the SAMR jointly issued the Notice on App Security Certification and the Implementation Rules on Security Certification of Mobile Internet Application, which encourages mobile application operators to voluntarily obtain app security certification, and search engines and app stores are encouraged to recommend certified applications to users.

PRC government authorities have enacted legislations on internet use to protect personal information from any unauthorized disclosure and prohibits an internet content provision operator from insulting or slandering a third party or infringing the lawful rights and interests of a third party. The Several Provisions on Regulating the Market Order of Internet Information Services, promulgated by the MIIT on December 29, 2011, and became effective on March 15, 2012, stipulate that internet content provision operators may not, without user's consent, collect user's personal information, which is defined as user information that can be used alone or in combination with other information to identify the user, and may not provide any such information to third parties without user's prior consent, unless when required by laws or regulations. In addition, an internet content provision operator may only use such user's personal information for the stated purposes under the internet content provision operator's service scope. Internet content provision operators are also required to ensure the proper security of user's personal information, and take immediate remedial measures if user's personal information has been or may be divulged.

On July 16, 2013, the MIIT issued the Order for the Protection of Telecommunication and Internet User Personal Information. Most requirements under the order that are relevant to internet content provision operators are consistent with pre-existing requirements but the requirements under the order are often more stringent and have a wider scope. If an internet content provision operator wishes to collect or use personal information, it may do so only if such collection is necessary for the services it provides. Internet content provision operators are further prohibited from divulging, distorting or destroying any such personal information, or selling or providing such information unlawfully to other parties.

On January 23, 2019, the OCCAC, the MIIT and the Ministry of Public Security, and the SAMR jointly issued the Notice on Special Governance of Illegal Collection and Use of Personal Information via Apps, which restates the requirement of legal collection and use of personal information, encourages app operators to conduct security certifications and encourages search engines and app stores to clearly mark and recommend those certified apps. On August 22, 2019, the CAC issued the Regulation on Cyber Protection of Children's Personal Information, effective on October 1, 2019. Network operators are required to establish special policies and user agreements to protect children's personal information, and to appoint special personnel in charge of protecting children's personal information. Network operators who collect, use, transfer or disclose personal information of children are required to, in a noticeable and clear way, notify and obtain consent from children's guardians. On November 28, 2019, the CAC, MIIT, the Ministry of Public Security and SAMR jointly issued the Measures to Identify Illegal Collection and Usage of Personal Information by Apps, which lists six types of illegal collection and usage of personal information, including "failure to publish rules on the collection and usage of personal information," "failure to expressly state the purpose, manner and scope of the collection and usage of personal information," "collecting and using personal information without obtaining consents from users," "collecting personal information irrelevant to the services provided," "providing personal information to other parties without obtaining consent" and "failure to provide the function of deleting or correcting personal information as required by law or failure to publish the methods for complaints and reports or other information."

On October 21, 2020, the Legislative Affairs Committee of the NPC has publicly solicited opinions on the PRC Personal Information Protection Law (Draft) ("Draft Personal Information Protection Law"), which sets forth detailed rules on handling personal information and legal responsibilities, including but not limited to the scope of personal information and the ways of processing personal information, the establishment of rules for processing personal information, and the individual's rights and the processor's obligations in the processing of personal information. The Draft Personal Information Protection Law also strengthens the punishment for those who illegally process personal information. We have taken measures to ensure compliance of personal information collection and protection, and these measures can also meet the requirements of the Draft Personal Information Protection Law in all material aspects, for example, formulating the privacy policy on the platform to obtain users' consent at the time of account registration and obtain their consent again when the privacy policy is modified, which inform the users of the identity and contact information of the processor of personal information, the purpose of the processing of personal information, the manner of processing, the type of personal information processed, the retention period, the manner and procedures for individuals to exercise their rights under this law and other information prescribed by the relevant laws. In addition, we have formulated and implemented the internal specification to manage the security vulnerability and arrange auditing, risk assessment and documentation as well as providing users with infringement complaint channels. Furthermore, if the final adopted PRC Personal Information Protection Law requires other new requirements, we will also promptly adjust or take relevant measures to ensure compliance with such requirements in accordance with the law. Therefore, based on above, our PRC counsel, Tian Yuan Law Firm, is of the view that we will be able to comply with the law in all material aspects if the draft form is adopted. As of the date of this annual report, the Draft Personal Information Protection Law has not been formally adopted.

According to the Law of the PRC on the Protection of Minors (2020 Revision), which will take effect on June 1, 2021, information processors must follow the principles of legality, legitimacy and necessity when processing personal information of minors via internet, and must obtain consent from minors' parents or other guardians when processing personal information of minors under age of 14. In addition, internet service providers must promptly alert upon the discovery of publishing private information by minors via the internet and take necessary protective measures.

On August 29, 2015, the SCNPC issued the Ninth Amendment to the Criminal Law, effective on November 1, 2015. Any internet service provider that fails to comply with obligations related to internet information security administration as required by applicable laws and refuses to rectify upon order shall be subject to criminal penalty for (i) any large-scale dissemination of illegal information; (ii) any severe consequences due to the leakage of the user information; (iii) any serious loss of criminal evidence; or (iv) other severe circumstances. Furthermore, any individual or entity that (i) sells or distributes personal information in a manner which violates relevant regulations, or (ii) steals or illegally obtains any personal information is subject to criminal penalty in severe circumstances.

## **Regulations Related to Intellectual Property Rights**

### ***Trademark***

Trademarks are protected by the Trademark Law of the PRC which was promulgated by the SCNPC on August 23, 1982, last amended on April 23, 2019, and took effect on November 1, 2019, as well as the Implementation Regulation of the PRC Trademark Law, adopted by the State Council on August 3, 2002, and revised on April 29, 2014. In the PRC, registered trademarks include commodity trademarks, service trademarks, collective marks and certification marks. The Trademark Office of National Intellectual Property Administration handles trademark registrations and grants a term of 10 years to registered trademarks commencing from the date of registration and the registered trademarks can be renewable every 10 years where a registered trademark needs to be used after the expiration of its validity term.

### **Patent**

According to the Patent Law of the PRC, promulgated by the SCNPC on March 12, 1984, amended on December 27, 2008, effective as of October 1, 2009 and further amended on October 17, 2020 and will be effective on June 1, 2021, and the Implementing Rules of the Patent Law of the PRC, promulgated by the China Patent Bureau Council on January 19, 1985, last amended on January 9, 2010, and effective from February 1, 2010, there are three types of patents in the PRC: invention patents, utility model patents and design patents. Under the currently effective Patent Law, the protection period of a patent right for invention patents shall be 20 years and the protection period of a patent right for utility model patents and design patents shall be 10 years, both commencing from the filing date. According to the Patent Law of the PRC, any entity or individual that seeks to exploit a patent owned by another party shall enter into a patent license contract with the patent owner concerned and pay patent royalties to the patent owner. Pursuant to the Measures for the Filling of Patent Licensing Contracts, promulgated by the State Intellectual Property Office on June 27, 2011, and effective as of August 1, 2011, the State Intellectual Property Office shall be responsible for filing of patent licensing contracts nationwide and the parties concerned shall complete filing formalities within three months from the effective date of a patent licensing contract.

### **Copyright**

The Copyright Law of the PRC, or the Copyright Law, which was promulgated by the SCNPC on September 7, 1990, last amended on February 26, 2010, became effective as of April 1, 2010, further amended on November 11, 2020, and will take effect on June 1, 2021. Under the currently effective Copyright Law, Chinese citizens, legal persons, or other organizations shall, whether published or not, enjoy copyright in their works, which include, among others, works of literature, art, natural science, social science, engineering technology and computer software. The purpose of the Copyright Law aims to encourage the creation and dissemination of works which is beneficial for the construction of socialist spiritual civilization and material civilization and promote the development and prosperity of Chinese culture.

Under the Regulation on Protection of the Right to Network Dissemination of Information that took effect on July 1, 2006, and was amended on January 30, 2013, it is further provided that an internet information service provider may be held liable under various situations, including if it knows or should reasonably have known a copyright infringement through the internet and the service provider fails to take measures to remove or block or disconnects links to the relevant content or, although not aware of the infringement, the internet information service provider fails to take such measures upon receipt of the copyright holder's notice of infringement.

Measures on Administrative Protection of Internet Copyright, that were promulgated by the MIIT and National Copyright Administration, or the NCA, and took effect on May 30, 2005, provided that an internet information service provider shall take measures to remove the relevant content, record relevant information after receiving the notice from the copyright owner that some content communicated through internet infringes upon his/its copyright and preserve the copyright owner's notice for six months. If an internet information service provider (i) has the knowledge of an internet content provider's tortious act of infringing upon another's copyright through internet, or (ii) fails to take measures to remove relevant content after the receipt of the copyright owner's notice (regardless of the internet information service provider's knowledge of the copyright infringement act), and if the relevant copyright infringement act harms public interests, then the infringer shall be ordered to stop the tortious act, and may be imposed of confiscation of the illegal proceeds and a fine of not more than three times the illegal business amount; and if the illegal business amount is difficult to be calculated, a fine of not more than RMB100,000 may be imposed.

The Notice on Regulating Copyright Order of Internet Reproduction, issued by the NCA in April 2015, includes the following four major points: (i) clarify certain important issues related to internet copyrights in existing laws and regulations, including the definition of news, clarify statutory licenses that are not applicable to internet copyrights and prohibit the distortion of title and work intent; (ii) guide the press and media to further improve the internal management of copyrights, especially requesting the press to clarify the copyright sources of their content; (iii) encourage the press and internet media to actively carry out copyright cooperation; and (iv) ask the copyright administrations at all levels to strictly implement copyright supervision.

The Computer Software Copyright Registration Measures, or the Software Copyright Measures, promulgated by the NCA on February 20, 2002, regulate registrations of software copyright, exclusive licensing contracts for software copyright and transfer contracts. The NCA shall be the competent authority for the nationwide administration of software copyright registration and the Copyright Protection Center of China, or the CPCC is designated as the software registration authority. The CPCC shall grant registration certificates to the Computer Software Copyrights applicants which conform to the provisions of both the Software Copyright Measures and the Computer Software Protection Regulations (Revised in 2013).

Provisions of the Supreme People's Court on Certain Issues Related to the Application of Law in the Trial of Civil Cases Involving Disputes over Infringement of the Right of Dissemination through Information Networks, promulgated by the Supreme People's Court in December 2012 and further revised on December 29, 2020 and took effect on January 1, 2021, stipulate that internet users or internet service providers who provide works, performances or audio-video products, for which others have the right of dissemination through information networks or make these available on any information network without authorization shall be deemed to have infringed upon the right of dissemination through information networks.

#### **Domain Names**

The Administrative Measures on Internet Domain Names, which was promulgated by the MIIT on August 24, 2017, and became effective on November 1, 2017, regulates the “.CN” and the “zhongguo (in Chinese character)” shall be China's national top level domains. Any party that engages in internet information services shall use its domain name in compliance with laws and regulations and in line with relevant provisions of the telecommunications authority, but shall not use its domain name to commit any illegal act.

#### **Regulations Related to Anti-Unfair Competition**

According to the Anti-Unfair Competition Law of the PRC, or the Anti-Unfair Competition Law, which was adopted by the SCNPC on September 2, 1993, became effective as of December 1, 1993, and last amended on April 23, 2019, unfair competition refers to that the operator disrupts the market competition order and damages the legitimate rights and interests of other operators or consumers in violation of the provisions of the Anti-unfair Competition Law in the production and operating activities. Pursuant to the Anti-unfair Competition Law, operators shall abide by the principle of voluntariness, equality, impartiality, integrity and adhere to laws and business ethics during market transactions. Operators in violation of the Anti-unfair Competition Law shall bear corresponding civil, administrative or criminal liabilities depending on the specific circumstances.

#### **Regulations Related to Labor and Social Security**

According to the Labor Law of PRC, which was promulgated by the SCNPC on July 5, 1994, came into effect on January 1, 1995, and was last amended on December 29, 2018, the Labor Contract Law of PRC, which was promulgated by the SCNPC on June 29, 2007, came into effect on January 1, 2008, and was amended on December 28, 2012, and came into effect on July 1, 2013, and the Implementation Regulations on Labor Contract Law of the PRC, which was promulgated and came into effect on September 18, 2008, by the State Council, labor contracts in written form shall be executed to establish labor relationships between employers and employees. In addition, wages cannot be lower than local minimum wage. The employers must establish a system for labor safety and sanitation, strictly abide by State rules and standards, provide education regarding labor safety and sanitation to its employees, provide employees with labor safety and sanitation conditions and necessary protection materials in compliance with State rules and carry out regular health examinations for employees engaged in work involving occupational hazards.

According to the Social Insurance Law of the PRC, which was promulgated by the SCNPC on October 28, 2010, came into effect on July 1, 2011, and was amended on December 29, 2018, the Provisional Regulations on the Collection and Payment of Social Insurance Premium, which was promulgated by the State Council on January 22, 1999, and amended on March 24, 2019, and the Regulations on the Administration of Housing Provident Fund, which was promulgated by the State Council on April 3, 1999, came into effective on the same date and was last amended on March 24, 2019, employers are required to contribute, on behalf of their employees, to a number of social security funds, including funds for basic pension insurance, unemployment insurance, basic medical insurance, occupational injury insurance, maternity insurance and to housing provident funds. Any employer who fails to contribute may be fined and ordered to make up for the deficit within a stipulated time limit.

## Regulations Related to Taxation

### *EIT*

According to the EIT Law, which was promulgated on March 16, 2007, came into effect on January 1, 2008, and last amended on December 29, 2018, and the Implementation Regulations on the Enterprise Income Tax Law, which was promulgated by the State Council on December 6, 2007, came into effect on January 1, 2008, amended by the State Council on April 23, 2019, and came into effect on the same date, a uniform income tax rate of 25% will be applied to resident enterprises and non-resident enterprises that have established production and operation facilities in China. Besides enterprises established within the PRC, enterprises established in accordance with the laws of other judicial districts whose “de facto management bodies” are within the PRC are considered “resident enterprises” and subject to the uniform 25% enterprise income tax rate for their global income. A non-resident enterprise refers to an entity established under foreign law whose “de facto management bodies” are not within the PRC but which have an establishment or place of business in the PRC, or which do not have an establishment or place of business in the PRC but have income sourced within the PRC. An income tax rate of 10% will normally be applicable to dividends declared to or any other gains realized on the transfer of shares by non-PRC resident enterprise investors that do not have an establishment or place of business in the PRC, or that have such establishment or place of business but the relevant income is not effectively connected with the establishment or place of business, to the extent such dividends are derived from sources within the PRC.

According to the Arrangement for the Avoidance of Double Taxation and Tax Evasion between Mainland of China and Hong Kong entered into between Mainland China and the HKSAR on August 21, 2006, if the non-PRC parent company of a PRC enterprise is a Hong Kong resident which directly owns 25% or more of the equity interest of the PRC foreign-invested enterprise which pays the dividends and interests, the 10% withholding tax rate applicable under the EIT Law may be lowered to 5% for dividends and 7% for interest payments if a Hong Kong resident enterprise is determined by the competent PRC tax authority to have satisfied the relevant conditions and requirements under such Double Tax Avoidance Arrangement and other applicable laws. However, according to the Notice on the Certain Issues with Respect to the Enforcement of Dividend Provisions in Tax Treaties, which was promulgated by the STA on February 20, 2009, and came into effect on the same date, if the relevant PRC tax authorities determine, in their discretion, that a company benefits unjustifiably from such reduced income tax rate due to a transaction or arrangement that is primarily tax-driven, such PRC tax authorities may adjust the preferential tax treatment; and based on the Announcement of the Certain Issues with Respect to the “Beneficial Owner” in Tax Treaties, issued by the STA on February 3, 2018, and effective on April 1, 2018, if an applicant’s business activities do not constitute substantive business activities, it could result in the negative determination of the applicant’s status as a “beneficial owner,” and consequently, the applicant could be precluded from enjoying the above-mentioned reduced income tax rate of 5% under the Double Tax Avoidance Arrangement.

### *VAT*

The Provisional Regulations on Value-added Tax, which was promulgated on December 13, 1993, came into effect on January 1, 1994, last amended on November 19, 2017, and the Detailed Implementing Rules of the Provisional Regulations on Value-added Tax, which was promulgated on December 18, 2008, and amended on October 28, 2011, came into effect on November 1, 2011, set out that all taxpayers selling goods or providing processing, repairing or replacement labor services, sales of services, intangible assets and immovable assets and importing goods in China shall pay a value-added tax.

The State Council approved, and the STA and the MOF officially launched a pilot value-added tax reform program starting from January 1, 2012, or the Pilot Program, applicable to businesses in selected industries. Businesses in the Pilot Program would pay value-added tax instead of business tax. The Pilot Program was initiated in Shanghai, then further applied to 10 additional regions such as Beijing and Guangdong province. On November 19, 2017, the State Council promulgated the Decisions on Abolishing the Provisional Regulations of the PRC on Business Tax and Amending the Provisional Regulations of the PRC on Value-added Tax, according to which, all enterprises and individuals engaged in the sale of goods, the provision of processing, repairing and replacement labor services, sales of services, intangible assets, real property and the importation of goods within the territory of the PRC are the taxpayers of value-added tax. The value-added tax rates generally applicable are simplified as 17%, 11%, 6% and 0%, and the value-added tax rate applicable to the small-scale taxpayers is 3%. According to the Notice of the MOF and the STA on Adjusting Value added Tax Rates, issued on April 4, 2018, and became effective on May 1, 2018, the deduction rates of 17% and 11% applicable to the taxpayers who have value-added tax taxable sales activities or imported goods are adjusted to 16% and 10%, respectively. According to the Notice of the MOF, the STA and the General Administration of Customs on Relevant Policies for Deepening Value Added Tax Reform, issued on March 20, 2019, and became effective on April 1, 2019, the value added tax rate was reduced to 13% and 9%, respectively.



## **Regulations Related to Foreign Exchange Control**

The principal regulations governing foreign currency exchange in China are the Regulation on the Foreign Exchange Control of PRC, promulgated by the State Council on January 29, 1996, came into effect on April 1, 1996, and last amended on August 5, 2008, and the Regulations on the Administration of Foreign Exchange Settlement, Sale and Payment, promulgated by the People's Bank of China in June 1996 and came into effect on July 1, 1996, according to which, Renminbi for current account items is freely convertible, including the distribution of dividends, interest payments, trade and service-related foreign exchange transactions, but not for capital account items, such as direct investments, loans and investments in securities outside of the PRC, unless the prior approval or record-filing of the SAFE or its local counterpart is obtained.

The Circular on Reforming the Management Method regarding the Settlement of Foreign Exchange Capital of Foreign-invested Enterprises, or the Circular 19, promulgated on March 30, 2015, came into effective on June 1, 2015, and last amended on December 30, 2019, allows foreign-invested enterprises to make equity investments by using RMB fund converted from foreign exchange capital. Under the Circular 19, the foreign exchange capital in the capital account of foreign-invested enterprises upon the confirmation of rights and interests of monetary contribution by the local foreign exchange bureau (or the book-entry registration of monetary contribution by the banks) can be settled at the banks based on the actual operation needs of the enterprises. The proportion of willingness-based foreign exchange settlement of capital for foreign-invested enterprises is temporarily set at 100%. The SAFE can adjust such proportion in due time based on the circumstances of the international balance of payments. However, Circular 19 and the Circular on Reforming and Regulating the Management Policies on the Settlement of Capital Projects, promulgated on June 9, 2016, continues to prohibit foreign-invested enterprises from, among other things, using RMB fund converted from its foreign exchange capitals for expenditure beyond its business scope, investing and financing directly or indirectly in securities and other investments except for bank's principal-secured products, providing loans to non-affiliated enterprises or constructing or purchasing real estate not for self-use.

On October 23, 2019, the SAFE released the Circular on Further Promoting Cross-border Trade and Investment Facilitation, or the Circular 28, according to which besides foreign-invested enterprises engaged in investment business, non-investment foreign-invested enterprises are also permitted to make domestic equity investments with their capital funds in foreign currency provided that such investments do not violate the Negative List (2020) and the target investment projects are genuine and in compliance with laws. According to the Circular on Optimizing Administration of Foreign Exchange to Support the Development of Foreign-related Business, issued by the SAFE on April 10, 2020, eligible enterprises are allowed to make domestic payments by using their capital funds, foreign credits and the income under capital accounts of overseas listing, without submitting the evidentiary materials concerning authenticity of such capital for banks in advance; provided that their capital use is authentic and in compliance with administrative regulations on the use of income under capital accounts. The bank in charge shall conduct post spot checking in accordance with the relevant requirements.

According to the Notices on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plans of Overseas Publicly Listed Companies, which was promulgated by SAFE in February 2012, PRC citizens or non-PRC citizens residing in China for a continuous period of not less than one year (except for foreign diplomatic personnel in China and representatives of international organizations in China) who participate in any stock incentive plan of an overseas publicly listed company shall, through the domestic company to which the said company is affiliated, collectively entrust a domestic agency (may be the Chinese affiliate of the overseas publicly listed company which participates in stock incentive plan, or other domestic institutions qualified for asset trust business lawfully designated by such company) to handle foreign exchange registration, and entrust an overseas institution to handle issues like exercise of options, purchase and sale of corresponding stocks or equity and transfer of corresponding funds. In addition, the domestic agency is required to amend the SAFE registration with respect to the stock incentive plan if there is any material change to the stock incentive plan.

The SAFE Circular 37, promulgated by the SAFE on July 4, 2014, and came into effective on the same date, states that (i) a PRC resident, including a PRC resident natural person or a PRC legal person, shall register with the local branch of the SAFE before it contributes its assets or equity interest in domestic enterprises or offshore assets or interests into a special purpose vehicle for the purpose of investment and financing; and (ii) when the special purpose vehicle undergoes change of basic information, such as change in PRC resident natural person shareholder, name or operating period, or occurrence of a material event, such as change in share capital of a PRC resident natural person, performance of merger or split, the PRC resident shall register such change with the local branch of the SAFE in a timely manner. According to the SAFE Circular 13 which was promulgated by SAFE on February 13, 2015, came effective on June 1, 2015, and amended on December 30, 2019, banks are required to review and carry out foreign exchange registration under offshore direct investment directly. The SAFE and its branches shall implement indirect supervision over foreign exchange registration of direct investment via the banks.

#### **Regulations Related to Dividend Distributions**

The principal laws and regulations regulating the dividend distribution of dividends by foreign-invested enterprises in China include the PRC Company Law last amended in 2018 and the Foreign Investment Law. Under the current regulatory regime in the PRC, foreign-invested enterprises in the PRC may pay dividends only out of their accumulated profit, if any, determined in accordance with PRC accounting standards and regulations. A PRC company, including foreign-invested enterprise, is required to set aside as general reserves at least 10% of its after-tax profit, until the cumulative amount of such reserves reaches 50% of its registered capital unless the provisions of laws regarding foreign investment otherwise provided, and shall not distribute any profits until any losses from prior fiscal years have been offset. Profits retained from prior fiscal years may be distributed together with distributable profits from the current fiscal year.

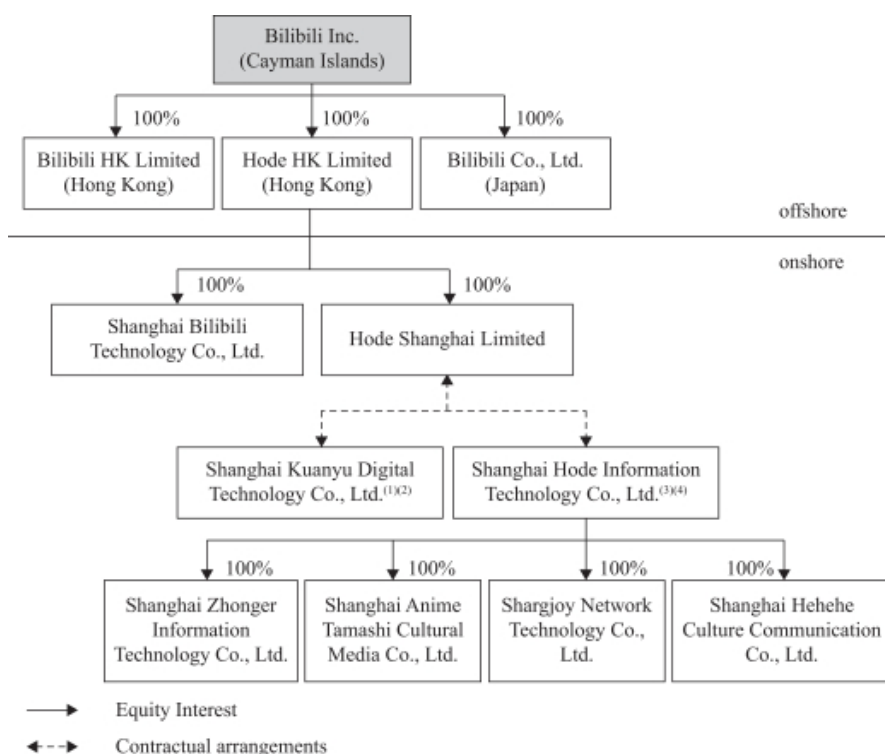
#### **Regulations Related to M&A and Overseas Listings**

The M&A Rules was jointly promulgated by six PRC governmental authorities including the MOFCOM, the STA, the SAFE, the SAMR, the State-owned Assets Supervision and Administration Commission of the State Council and the CSRC on August 8, 2006, and amended on June 22, 2009. Foreign investors must comply with the M&A Rules when they purchase equity interests of a domestic company or subscribe the increased capital of a domestic company, and thus changing of the nature of the domestic company into a foreign-invested enterprise; or when the foreign investors establish a foreign-invested enterprise in China, purchase the assets of a domestic company and operate the asset; or when the foreign investors purchase the assets of a domestic company by agreement, establish a foreign-invested enterprise by injecting such assets, and operate the assets. According to Article 11 of the M&A Rules, where a domestic enterprise, or a domestic natural person, through an overseas company established or controlled by it/him/her, acquires a domestic enterprise which is related to or connected with it/him/her, approval from the MOFCOM is required. The M&A Rules, among other things, further purport to require that an offshore special purpose vehicle, formed for listing purposes and controlled directly or indirectly by PRC companies or individuals, shall obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle acquires shares of or equity interests in the PRC companies in exchange for the shares of offshore companies.



**C. Organizational Structure**

The following chart illustrates our company’s organizational structure, including our principal subsidiaries and consolidated affiliated entities as of the date of this annual report:



Notes:

- (1) Mr. Rui Chen holds 100% equity interests in Shanghai Kuanyu. He is also the chairman of our board of directors and our chief executive officer.
- (2) Shanghai Kuanyu has 4 subsidiaries.
- (3) Mr. Rui Chen, Mr. Yi Xu and Ms. Ni Li hold 52.3%, 44.3%, and 3.4% equity interests in Hode Information Technology, respectively, as of the date of this annual report. Mr. Chen is our controlling shareholder, the chairman of our board of directors and our chief executive officer. Mr. Xu is our founder, director and president. Ms. Li is the vice chairwoman of our board of directors and chief operating officer.
- (4) Hode Information Technology has 34 subsidiaries.

The following is a summary of the currently effective contractual arrangements by and among our wholly-owned subsidiary, our WFOE (Hode Shanghai), our principal VIEs (Shanghai Kuanyu and Hode Information Technology) and their respective shareholders. These contractual arrangements enable us to (i) exercise effective control over our principal VIEs; (ii) receive substantially all of the economic benefits of our principal VIEs; and (iii) have an exclusive option to purchase all or part of the equity interests in and assets of them when and to the extent permitted by PRC law.

## **Agreements that provide us effective control over our principal VIEs**

### ***Powers of Attorney***

Mr. Rui Chen executed a power of attorney on December 23, 2020, pursuant to which Mr. Rui Chen irrevocably appoints Hode Shanghai or its designated person (including but not limited to directors and their successors and liquidators replacing the directors but excluding those non-independent or who may give rise to conflict of interests) as his attorney-in-fact to exercise such shareholder's rights in Shanghai Kuanyu, including without limitation to, the rights to (i) convene and participate in shareholders' meeting pursuant to the articles of Shanghai Kuanyu in the capacity of a proxy of Mr. Rui Chen; (ii) exercise the voting rights pursuant to the relevant PRC laws and regulations and the articles of Shanghai Kuanyu, on behalf of Mr. Rui Chen, and adopt resolutions, on matters to be discussed and resolved at shareholders' meetings and the appointment and election of directors of Shanghai Kuanyu, and manage the company and exercise the rights of Mr. Rui Chen in the event of liquidation of Shanghai Kuanyu; (iii) sign or submit any required document to any company registry or other authorities in the capacity of a proxy of Mr. Rui Chen; and (iv) to nominate, elect, designate or appoint and remove the legal representative, directors, supervisors and other senior officers of Shanghai Kuanyu pursuant to the articles of association of Shanghai Kuanyu; (v) to raise lawsuits or other legal proceedings against the directors, supervisors and senior officers of Shanghai Kuanyu when their behaviors harm the interest of its shareholders; (vi) to sign and execute any related documents including but not limited to share transfer agreement, asset transfer agreement and board resolutions when Mr. Rui Chen exercises his right to transfer his equity in Shanghai Kuanyu in accordance with exclusive option agreement; and (vii) to instruct the directors and senior officers to act in accordance with our attention.

Mr. Rui Chen has undertaken that he will refrain from any action or omission that may cause any conflict of interest between himself and Hode Shanghai or its shareholders.

The power of attorney has an indefinite term commencing from December 23, 2020 and will be terminated in the event that (i) the power of attorney is unilaterally terminated by Hode Shanghai; or (ii) it is legally permissible for Hode Shanghai, our Company or any of our subsidiaries to hold equity interests directly or indirectly in Shanghai Kuanyu and Hode Shanghai or its designated person is registered to be the sole shareholder of Shanghai Kuanyu.

On December 23, 2020, each of the shareholders of Hode Information Technology executed a power of attorney, which contains terms substantially similar to the power of attorney executed by Mr. Rui Chen as described above.

### ***Equity Pledge Agreements***

Hode Shanghai, Shanghai Kuanyu and Mr. Rui Chen entered into an equity pledge agreement on December 23, 2020, pursuant to which Mr. Rui Chen agreed to pledge all of his equity interests in Shanghai Kuanyu to Hode Shanghai as a security interest to guarantee the performance of contractual obligations and the payment of outstanding debts under the Contractual Arrangements.

Under the equity pledge agreement, Shanghai Kuanyu and Mr. Rui Chen represent and warrant to Hode Shanghai that appropriate arrangements have been made to protect Hode Shanghai's interests in the event of death, restricted capacity or incapacity, divorce of Mr. Rui Chen or any other event which causes his inability to exercise his rights as a shareholder of Shanghai Kuanyu to avoid any practical difficulties in enforcing the equity pledge agreement and shall procure or use its reasonable efforts to procure any successors of Mr. Rui Chen to comply with the same undertakings as if they were parties to the equity pledge agreement. If Shanghai Kuanyu declares any dividend during the term of the pledge, Hode Shanghai is entitled to receive all such dividends, bonus issue or other income arising from the pledged equity interests, if any. If Mr. Rui Chen or Shanghai Kuanyu breaches or fails to fulfill the obligations under any of the aforementioned agreements, Hode Shanghai, as the pledgee, will be entitled to escrow of the pledged equity interests, entirely or partially. In addition, pursuant to the equity pledge agreement, Mr. Rui Chen has undertaken to Hode Shanghai, among other things, not to transfer his equity interests in Shanghai Kuanyu and not to create or allow any pledge thereon that may affect the rights and interest of Hode Shanghai without its prior written consent.

The equity pledge under the equity pledge agreement takes effect upon the completion of registration with the relevant local branch of the SAMR and shall remain valid until (i) all the obligations under the Contractual Arrangements have been fulfilled; (ii) Mr. Rui Chen has transferred all of his equity interests in Shanghai Kuanyu in accordance with the exclusive option agreement and Hode Shanghai can legally conduct the businesses held by Shanghai Kuanyu; (iii) Shanghai Kuanyu has transferred all of its assets in accordance with the exclusive option agreement and Hode Shanghai can legally conduct the businesses held by Shanghai Kuanyu; (iv) the equity pledge agreement has been unilaterally terminated by Hode Shanghai; or (v) all of it is terminated as required by applicable PRC laws and regulations.

The registration of the equity pledge agreement as required by the relevant laws and regulations has been completed in accordance with the terms of the equity pledge agreement and PRC laws and regulations.

On December 23, 2020, Hode Shanghai, Hode Information Technology and each of the shareholders of Hode Information Technology entered into an equity pledge agreement, which contains terms substantially similar to the equity pledge agreement described above.

#### ***Letter of Undertakings***

Pursuant to the letter of undertakings, dated December 23, 2020, the spouse of Mr. Rui Chen, the sole shareholder of Shanghai Kuanyu, unconditionally and irrevocably agreed that (i) she will not claim any Mr. Rui Chen' direct or indirect equity interests in Shanghai Kuanyu and thus the enforcement, revision or termination of the Contractual Arrangements shall not subject to her authorization or consent, (ii) she will sign all necessary documents and take all necessary acts to ensure the proper performance of the Contractual Arrangements, and (iii) in the event that she obtains any direct or indirect equity interests in Shanghai Kuanyu, she will be subject to and be abided by any obligations as the shareholders of Shanghai Kuanyu regarding the Contractual Arrangements, and at the request of Hode Shanghai, she will sign any documents in the form and substance consistent with agreements under the Contractual Arrangements.

On December 23, 2020, the respective spouse of Rui Chen and Yi Xu, each a shareholder of Hode Information Technology, executed a letter of undertakings, which contains terms substantially similar to the letter of undertakings described above.

#### **Agreements that allow us to receive economic benefits from our principal VIEs**

##### ***Exclusive Business Cooperation Agreements***

Shanghai Kuanyu and Hode Shanghai entered into an exclusive business cooperation agreement on December 23, 2020, pursuant to which Shanghai Kuanyu agreed to engage Hode Shanghai as its exclusive service provider of comprehensive business support, technical services and consultation services, including, but not limited to, the following services:

- research and development on relevant technologies required for Shanghai Kuanyu's business;
- technical application and implementation in relation to Shanghai Kuanyu's business operations;
- technical services including advertising design solutions, software design, page production, and management consulting advice in relation to Shanghai Kuanyu's advertising business operations;
- daily maintenance, monitoring, debugging and troubleshooting of computer network equipment;
- consultancy services for the procurement of relevant equipment and software and hardware systems required by Shanghai Kuanyu to carry out its network operations;
- providing appropriate training and technical support and assistance to Shanghai Kuanyu's employees;
- giving advice and solutions to technical questions raised by Shanghai Kuanyu; and
- other relevant services requested by Shanghai Kuanyu from time to time to the extent permitted under PRC laws and regulations.

Pursuant to the exclusive business cooperation agreement, the service fee shall be equivalent to the total consolidated net profit of Shanghai Kuanyu of each financial year, after offsetting the prior-year loss (if any), costs, expenses, taxes and other statutory contributions incurred in the corresponding financial year. Notwithstanding the foregoing, Hode Shanghai shall have the right to adjust the level of the service fee based on the (a) the complexity of the services provided; (b) the time required for providing the services; (c) the content and commercial value of the services provided; and (d) the market price of the same type of services. Shanghai Kuanyu has agreed to pay the service fee to the bank account designated by Hode Shanghai within five (5) business days after Hode Shanghai issues the payment notice, as amended by Hode Shanghai from time to time. In addition, pursuant to the exclusive business cooperation agreement, without the prior written approval from Hode Shanghai, Shanghai Kuanyu shall not, and/or shall procure the other consolidated affiliated entities not to, enter into any transactions (save as those transactions entered into in the ordinary course of business) that may materially affect its assets, obligations, rights or operation, including but not limited to:

1. the sale, transfer, mortgage or otherwise dispose of any assets (except for those of value less than RMB 1 million in the ordinary course of business of the consolidated affiliated entities), business, management right or beneficial interest of income or create any security interest on any assets, including but not limited to any mortgage, pledge, share options or other guarantee arrangements;
2. the provision of any guarantee or any fees to third parties or the occurrence of any indebtedness (except for those reasonable costs incurred in the ordinary course of business);
3. the entering into of any material contracts (except for those where contract amount is less than RMB1 million and those which are entered into within the ordinary course of business of the consolidated affiliated entities between Shanghai Kuanyu and Hode Shanghai and its related parties);
4. any merger, acquisition, restructuring or liquidation; and
5. cause any conflict of interest between Shanghai Kuanyu and Hode Shanghai as well as its shareholders.

The exclusive business cooperation agreement also provides that Hode Shanghai has the exclusive proprietary rights in any and all intellectual property rights developed or created by the consolidated affiliated entities during the performance of the exclusive business cooperation agreement. The exclusive business cooperation agreement has an indefinite term commencing from December 23, 2020, being the date of the exclusive business cooperation agreement. The exclusive business cooperation agreement may be terminated by Hode Shanghai (i) by giving Shanghai Kuanyu a thirty (30) days' prior written notice of termination; (ii) upon the transfer of the entire equity interests in or the transfer of all assets of Shanghai Kuanyu to Hode Shanghai or its designated person pursuant to the exclusive option agreement; (iii) when Shanghai Kuanyu ceases to operate any business, becomes insolvency, bankruptcy or subject to liquidation or dissolution procedures; (iv) when it is legally permissible for Hode Shanghai to hold equity interests directly in Shanghai Kuanyu and Hode Shanghai or its designated person is registered to be the shareholder of Shanghai Kuanyu; or (v) Shanghai Kuanyu breaches the exclusive business cooperation agreement. Shanghai Kuanyu is not contractually entitled to unilaterally terminate the exclusive business cooperation agreement with Hode Shanghai unless otherwise required by PRC laws and regulations.

On December 23, 2020, Hode Shanghai and Hode Information Technology entered into an exclusive business cooperation agreement, which contains terms substantially similar to the exclusive business cooperation agreement described above.

## **Agreements that provide us with the option to purchase the equity interests in our principal VIEs**

### ***Exclusive Option Agreements***

Hode Shanghai, Shanghai Kuanyu and Mr. Rui Chen, the shareholder of Shanghai Kuanyu, entered into an exclusive option agreement on December 23, 2020, pursuant to which Mr. Rui Chen granted irrevocably to Hode Shanghai the rights to require Mr. Rui Chen to transfer any or all his equity interests and to require Shanghai Kuanyu to transfer any or all of its assets to Hode Shanghai and/or a third party designated by it, in whole or in part at any time and from time to time, at a minimum purchase price permitted under PRC laws and regulations. If not explicitly specified in PRC laws and regulations or required by the relevant government authority, the transfer price shall be free or the nominal price. Mr. Rui Chen has also undertaken that, subject to the relevant PRC laws and regulations, he will return to Hode Shanghai any consideration he receives in the event that Hode Shanghai exercises the options under the exclusive option agreement to acquire the equity interests and/or assets in Shanghai Kuanyu.

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Pursuant to the exclusive option agreement, Mr. Rui Chen and Shanghai Kuanyu have undertaken to perform certain acts or refrain from performing certain other acts unless they have obtained prior approval from Hode Shanghai, including but not limited to the following matters:

1. Shanghai Kuanyu shall not in any manner supplement, change or alter its constitutional documents or increase or decrease its registered capital or change the structure of its registered capital in other manner;
2. Shanghai Kuanyu shall prudently and effectively operate its business and transactions in accordance with the good financial and business standards;
3. Shanghai Kuanyu shall not sell, transfer, mortgage or otherwise dispose of any assets, business, legal or beneficial interest of its income or allow any guarantee or security to be created on its assets except for those of value less than RMB 1 million required for normal business operations;
4. Shanghai Kuanyu shall not incur, inherit, guarantee or allow any indebtedness other than those having been disclosed to and consented by Hode Shanghai in writing or those made during the ordinary course of its business;
5. Shanghai Kuanyu shall not enter into any material contracts with an amount more than RMB1 million without Hode Shanghai's prior written consent, except the contracts executed in the ordinary course of business or contracts entered between Shanghai Kuanyu and our Company (or any of our subsidiaries);
6. Shanghai Kuanyu shall operate its business in order to maintain its asset value or not allow any acts or omission which adversely affects its business or assets value;
7. Shanghai Kuanyu shall immediately inform Hode Shanghai if its assets or business involved in any disputes, litigations, arbitrations or administrative proceedings;
8. Shanghai Kuanyu shall not distribute any dividend to its shareholder without Hode Shanghai's written consent. To the extent permitted under the relevant PRC laws and regulations, Mr. Rui Chen shall inform and transfer all distributable receivable by him to Hode Shanghai as soon as possible after receiving such interests;
9. Shanghai Kuanyu and its affiliates shall provide its operation and financial information to Hode Shanghai or its designated person upon Hode Shanghai's request;
10. Shanghai Kuanyu shall not separate, or merge, or enter into joint operation agreements with other entities, or acquire or be acquired by other entities, or invest in any entities without Hode Shanghai's written consent;
11. Shanghai Kuanyu shall sign all necessary and appropriate documents, take all necessary and proper acts, bring up all necessary and proper requests, or raise necessary and proper defenses against claims to maintain Shanghai Kuanyu and its affiliates' ownership for all the assets;
12. if Mr. Rui Chen or Shanghai Kuanyu fails to perform the tax obligations under applicable laws and results in obstacles for Hode Shanghai to exercise its exclusive option right, Shanghai Kuanyu or Mr. Rui Chen shall pay the taxes or pay the same amount to Hode Shanghai so Hode Shanghai may pay the taxes instead; and
13. Shanghai Kuanyu shall take all necessary and proper acts to ensure that all government permits, licenses, authorizations, and approvals required by Shanghai Kuanyu and its affiliates to conduct their businesses are valid and make all necessary changes as required by the relevant PRC laws and regulations.

The exclusive option agreement has an indefinite term commencing from December 23, 2020, being the date of the exclusive option agreement, until it is terminated (i) by Hode Shanghai through giving Shanghai Kuanyu and Mr. Rui Chen a prior written notice of termination; or (ii) upon the transfer of the entire equity interests held by the Mr. Rui Chen and/or the transfer of all the assets of Shanghai Kuanyu to Hode Shanghai or its designated person and the completion of registration with the relevant local branch of the SAMR. Neither Shanghai Kuanyu nor Mr. Rui Chen is contractually entitled to terminate the exclusive option agreement unless otherwise required by PRC laws and regulations.

On December 23, 2020, Hode Shanghai, Hode Information Technology and each of the shareholders of Hode Information Technology entered into an exclusive option agreement, which contains terms substantially similar to the exclusive option agreement described above.

However, there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to or otherwise different from the above opinion of our PRC counsel. If the PRC government finds that the agreements that establish the structure for operating our online entertainment business do not comply with PRC government restrictions on foreign investment in our businesses, we could be subject to severe penalties including being prohibited from continuing operations. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—We rely on contractual arrangements with our VIEs and their shareholders for our operations in China, which may not be as effective in providing operational control as direct ownership.”; “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—Substantial uncertainties exist with respect to how the Foreign Investment Law may impact the viability of our current corporate structure and operations.”; and “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—If we fail to obtain and maintain the licenses and approvals required within the complex regulatory environment applicable to our businesses in China, or if we are required to take compliance actions that are time-consuming or costly, our business, financial condition and results of operations may be materially and adversely affected.”

#### **D. Property, Plant and Equipment**

Our headquarters is located at Wujiaochang commercial district in Shanghai, where we lease and occupy an office building with an aggregate floor area of approximately 94,413 square meters. A substantial majority of our employees are based at our headquarters in Shanghai. Our servers and network facilities for internal administrative functions are located at our headquarters. We have sales and marketing, and anime production personnel at our regional offices in Beijing and Tokyo. We lease and occupy approximately 10,375 square meters of office space in Beijing, approximately 3,839 square meters of office space in Wuhan and approximately 661 square meters of office space in Tokyo. These leases vary in duration from one to ten years.

Our company has established an entity in Shanghai, China together with Zhuhai Hengqin Wangfu Project Investment LLP (“Wangfu”), an independent third party, and two entities controlled by Mr. Rui Chen and Ms. Ni Li, respectively (the “Management Entities”), to acquire the land use rights for a parcel of land in Shanghai. Our company holds 30.01% of the shares of the entity, Wangfu holds 45%, and the Management Entities collectively hold the remaining 24.99% of the shares. The total investment for the acquisition of land use rights is estimated to be approximately RMB8.1 billion. Pursuant to the shareholders agreement among the shareholders of the entity, our company has committed to funding the acquisition of land use rights up to RMB1.2 billion, of which RMB975 million has been made as of the date of this annual report and the remaining is expected to be made before March 31, 2021.

As of the date of this annual report, some of our leased properties are subject to mortgage, and we have not registered any of our lease agreements with the relevant government authorities due to the lack of cooperation from our landlords in registering the relevant lease agreements. The failure to register the lease agreements for our leased properties will not affect the validity of these lease agreements, but the competent housing authorities may order us to register the lease agreements in a prescribed period of time and impose a fine ranging from RMB1,000 to RMB10,000 for each non-registered lease agreement if we fail to complete the registration within the prescribed timeframe. As of the date of this annual report, we have not received any notification from any competent authority in the PRC in relation to the non-registration of lease agreements.

#### **ITEM 4A. UNRESOLVED STAFF COMMENTS**

Not applicable.

#### **ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS**

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and the related notes included elsewhere in this annual report on Form 20-F.

This discussion may contain forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under “Item 3. Key Information—D. Risk Factors” or in other parts of this annual report on Form 20-F.

**A. Operating Results**

**Key Factors Affecting Our Results of Operations**

***User growth and engagement***

The success of our business depends on our ability to grow our user base, and maintain and increase user engagement. We have experienced rapid user growth and aim to continue to achieve healthy and high-quality user base expansion. In the fourth quarter of 2020, we had an average of 202.0 million MAU, an increase of 55.0% from the same period in 2019. Our user base has demonstrated strong engagement and loyalty to our communities. The average daily time spent per active user on our mobile app remained above 80 minutes in 2020.

The following table sets forth our average MAU for each of the quarters indicated:

|                            | March 31,<br>2019 | June 30,<br>2019 | September 30,<br>2019 | For the Three Months Ended |                   |                  |                       |                      |
|----------------------------|-------------------|------------------|-----------------------|----------------------------|-------------------|------------------|-----------------------|----------------------|
|                            |                   |                  |                       | December 31,<br>2019       | March 31,<br>2020 | June 30,<br>2020 | September 30,<br>2020 | December 31,<br>2020 |
| Average MAU <sup>(1)</sup> | 101.3             | 110.4            | 127.9                 | 130.3                      | 172.4             | 171.6            | 197.2                 | 202.0                |

Note:

(1) Our MAU include mobile apps MAU and PC MAU after eliminating duplicates.

Our active users generally view and consume a multitude of content offered on our platform, including videos, mobile games, live broadcasting and other content. The number of our users and the level of their engagement on our platform affect our revenues. We derive a substantial portion of revenue from our mobile game services. The mobile game user base growth and engagement are primarily driven by the launch of new games and the release of updates of our existing games. We witnessed strong growth in the revenues generated from VAS due to the increasing number of subscribers of our premium membership programs and active viewers of our live broadcasting. We also generate advertising revenues from advertisers driven by the size of our user base, the engagement of our users and our brand equity.

We will continue to implement our strategy to grow our user base and increase penetration in Generation Z+ and attract users from wider demographics. We will continue to support our PUGV content creators, enrich video content, strengthen our brand recognition and invest in user acquisition.

***Our provision and commercialization of diversified product and service offerings***

Our revenues and results of operations depend on our ability to convert more users to paying users and to increase their spending on our platform, which is driven by our provision of diversified product and service offerings appealing to our users. Paying users on our platform refer to users who make payments for various products and services on our platform, including purchases in mobile games offered on our platform and payments for VAS (excluding purchase on our e-commerce platform). A user who makes payments across different products and services offered on our platform using the same registered account is counted as one paying user.

The following table sets forth our average MAU, our average monthly paying users, and average monthly revenue per paying user for each of the quarters indicated:

|   | March 31,<br>2019 | June 30,<br>2019 | September 30,<br>2019 | For the Three Months Ended |                   |                  |                       |                      |
|---|-------------------|------------------|-----------------------|----------------------------|-------------------|------------------|-----------------------|----------------------|
|   |                   |                  |                       | December 31,<br>2019       | March 31,<br>2020 | June 30,<br>2020 | September 30,<br>2020 | December 31,<br>2020 |
| Average MAU                             | 101.3             | 110.4            | 127.9                 | 130.3                      | 172.4             | 171.6            | 197.2                 | 202.0                |
| Average monthly paying users            | 5.7               | 6.3              | 7.9                   | 8.8                        | 13.4              | 12.9             | 15.0                  | 17.9                 |
| Average monthly revenue per paying user | 67.6              | 66.4             | 58.1                  | 54.5                       | 48.3              | 53.8             | 50.1                  | 44.2                 |



The number of average monthly paying users has generally been increasing primarily attributable to the popularity of our premium membership program driven by the high-quality content that we offered, the expansion of our mobile games operations and diversification of other value-added services offerings. The occasional decrease of our average monthly revenue per paying user was mainly due to the substantial increase in the number of paying users attributable to our premium membership program, who on average make lower payments than other paying users such as those for the mobile games. Paying users who subscribe to our premium membership program are likely to consume derivative products of their interested OGV on our platform. For example, while enjoying an anime in our content library, such paying users are also likely to pay for the games developed based on that anime offered on our platform, the same theme of comic books, audio dramas, and figure toys of the characters in the anime. We see large commercial potentials in the derivative content consumptions.

We are continuing to diversify our product and service offerings and refine our commercialization avenues without compromising user experience. We will continue our efforts to enrich our content library, including PUGV, live broadcasting, OGV and mobile games, to convert more users to paying users. We plan to launch more high-quality games to satisfy our users' evolving needs. In addition, we expect to witness increased revenues from advertising, as advertisers across different industries are turning to Bilibili to tap into the coveted Generation Z+ in China. We will also continue to develop our live broadcasting and other VAS. Our revenue growth will be affected by our ability to effectively execute our commercialization strategies and expand our paying user base.

#### ***Our brand recognition and market leadership***

Our brand recognition as a leading video community among the Generation Z+ in China is crucial for us to attract and retain users, content creators and our business partners, and increase our revenues. We will continue to promote our brand name among broader young generations and increase our appeal to mass market.

#### ***Our ability to manage our costs and expenses***

Our results of operations depend on our ability to manage our costs and expenses. Our cost of revenues consists primarily of revenue-sharing costs, content costs, server and bandwidth service costs and e-commerce and other costs. We expect our revenue-sharing costs to increase in absolute amount due to our business expansion in mobile games, live broadcasting and advertising businesses. We expect our content costs to increase in absolute amount as we continue to produce and procure high-quality content for our users. In addition, we expect the absolute amount of our server and bandwidth costs and our e-commerce and other costs to increase as we grow our business. We will also continue the investment in our brand recognition and user base for our long-term success, therefore we expect our sales and marketing expenses to increase in absolute amount as well.

#### ***Investment in technology and talent***

Our technology is critical for us to better understand our users, improve user experience maintain a vibrant community, and execute our commercialization strategy. Our current research and development efforts in technology are primarily focused on enhancing our artificial intelligence technology, big data analytics capabilities and cloud technology, which we believe are crucial for us to develop user insights so as to provide more relevant and engaging content to our users and to improve our operating efficiency. In addition, there is a strong demand in China's internet industry for talented and experienced personnel. We must recruit, retain and motivate talented employees while controlling our personnel-related expenses, including share-based compensation expenses.

## IMPACT OF COVID-19 ON OUR OPERATIONS AND FINANCIAL PERFORMANCE

A substantial majority of our revenues and workforce are concentrated in China. In early 2020, to contain the spread of COVID-19, the Chinese government had taken certain emergency measures, including extension of the Lunar New Year holidays, implementation of travel bans, blockade of certain roads and closure of factories and businesses. These emergency measures have been significantly relaxed by the Chinese government as of the date of this annual report. However, there has been occasional outbreaks of COVID-19 in various cities in China, and the Chinese government may again take measures to keep COVID-19 in check. The COVID-19 pandemic has caused delays in the delivery of the merchandise sold on our platform to the customers in the first quarter of 2020. The delivery has been gradually recovering since the second quarter of 2020. We have experienced a significant increase in the size and engagement of our active user base during the first quarter of 2020 partly due to the shelter-in-place restrictions in China, and we have been able to maintain the momentum of user acquisition and engagement in the other quarters of 2020. Our MAU increased by 18% from the second quarter to the fourth quarter of 2020 as COVID-19 subsided. However, there remain significant uncertainties surrounding COVID-19 and its further development as a global pandemic. Hence, the extent of the business disruption and the related impact on our financial results and outlook cannot be reasonably estimated at this time. See also “Item 3. Key Information — D. Risk Factors—Risks Related to Our Business and Industry—We face risks related to natural disasters, health epidemics and other outbreaks, such as the COVID-19 pandemic, which could significantly disrupt our operations.”

As of December 31, 2020, our cash and cash equivalents, time deposits, as well as short-term investments were RMB12.8 billion (US\$2.0 billion). Our principal sources of liquidity have been cash generated from operating activities, as well as the proceeds we received from our public offerings of ordinary shares and other financing activities. We believe this level of liquidity is sufficient to successfully navigate at least twelve months of uncertainty.

### Key Components of Results of Operations

#### Net revenues

The following table sets forth the components of our net revenues by amounts and percentages of our total net revenues for the periods presented:

|                           | For the Year Ended December 31, |               |   |               |                   |                  |               |
|---------------------------|---------------------------------|---------------|---|---------------|-------------------|------------------|---------------|
|                           | 2018                            |               | 2019  |               | 2020              |                  |               |
|                           | RMB                             | %             | RMB<br>(in thousands, except for percentages) | %             | RMB<br>US\$       | %                |               |
| <b>Net revenues:</b>      |                                 |               |   |               |                   |                  |               |
| Mobile games              | 2,936,331                       | 71.1%         | 3,597,809                                     | 53.1%         | 4,803,382         | 736,151          | 40.0%         |
| Value-added services      | 585,643                         | 14.2%         | 1,641,043                                     | 24.2%         | 3,845,663         | 589,374          | 32.0%         |
| Advertising               | 463,490                         | 11.2%         | 817,016                                       | 12.1%         | 1,842,772         | 282,417          | 15.4%         |
| E-commerce and others     | 143,467                         | 3.5%          | 722,054                                       | 10.6%         | 1,507,159         | 230,982          | 12.6%         |
| <b>Total net revenues</b> | <b>4,128,931</b>                | <b>100.0%</b> | <b>6,777,922</b>                              | <b>100.0%</b> | <b>11,998,976</b> | <b>1,838,924</b> | <b>100.0%</b> |

*Mobile games.* We primarily offer exclusively distributed mobile games and jointly operated mobile games developed by third-party game developers. For exclusively distributed mobile games, we are responsible for game launch, hosting and maintenance of game servers, game promotions and customer services. We also develop localized versions for games licensed from overseas developers. For jointly operated mobile game services, we provide our mobile game platform for mobile games developed by third-party developers. We earn game distribution service revenue within the applicable contract periods by providing payment solutions and game promotion services, while game developers are responsible for providing game products, hosting and maintaining game servers and determining the pricing of in-game virtual items. We derived 71.1%, 53.1% and 40.0% of our revenues from mobile games in 2018, 2019 and 2020, respectively. The top 10 mobile games contributed to 67%, 46% and 33% of our revenues in 2018, 2019 and 2020, respectively. We derive a significant portion of mobile game revenues from a limited number of games. One mobile game contributed more than 10% of our total net revenues for the years ended December 31, 2018, 2019 and 2020, respectively. As of December 31, 2020, we operated 43 exclusively distributed mobile games and hundreds of jointly operated mobile games. Our revenues from mobile games depend on the number of paying users, and ultimately are determined by our ability to select, procure and offer engaging games tailored to our platform and our user preferences. We expect revenues from mobile games to continue to grow in absolute amount. At the same time, we expect greater contribution by revenues from other streams of business as we take initiatives to grow our VAS, advertising and E-commerce businesses.

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VAS. We primarily generate VAS revenues from (i) subscription fees of our premium membership program, which offers paying members benefits including exclusive or advanced access to certain OGV, and (ii) sales of in-channel virtual items for use in our live broadcasting so that users can send them to hosts to show their support, which comprise of either consumable items, such as gifts and items that create special visual effects, or time-based items, such as privileges and titles. Meanwhile, we also generate revenues from other VAS including sales of paid content and virtual items on our video, audio and comic platforms. We expect revenues from VAS to continue to grow driven by the increasing popularity of our premium membership programs and live broadcasting.

*Advertising.* We generate advertising revenues primarily from brand advertising and performance-based feed advertisements. Brand advertisements primarily appear on the app opening page, the top banner, the website home page banner and the inline video feed alongside organic feeds. Brand advertisements can also be customized according to advertisers' need and appeared in Bilibili-produced OGV or events. Performance-based advertisements primarily appear as inline video feeds alongside with organic feeds. Leveraging our deep user insight, we can push the advertisements to users who are most likely to be interested. We have also worked with our content creators and licensed content providers to offer advertisers customized native advertisements. We expect our advertising revenues to increase in the foreseeable future as we continue to introduce new advertising and marketing solutions and attract more advertisers.

*E-commerce and others.* Our e-commerce and others primarily consist of sales of products on our e-commerce platform and revenues from offline performance activities. We expect an increase in e-commerce and others in the foreseeable future considering the growing demand for ACG-related products from our users.

### **Cost of revenues**

The following table sets forth the components of our cost of revenues by amounts and percentages of cost of revenues for the periods presented:

|                               | For the Year Ended December 31,        |             |                  |             |                  |                  |             |
|-------------------------------|--|-------------|------------------|-------------|------------------|------------------|-------------|
|                               | 2018                                   |             | 2019             |             | 2020             |                  |             |
|                               | RMB                                    | %           | RMB              | %           | RMB              | US\$             | %           |
|                               | (in thousands, except for percentages) |             |                  |             |                  |                  |             |
| <b>Cost of revenues:</b>      |  |             |                  |             |                  |                  |             |
| Revenue-sharing costs         | 1,630,881                              | 49.8%       | 2,494,416        | 44.6%       | 4,366,490        | 669,194          | 47.7%       |
| Content costs                 | 543,009                                | 16.6%       | 1,001,600        | 17.9%       | 1,875,546        | 287,440          | 20.5%       |
| Server and bandwidth costs    | 618,737                                | 18.9%       | 919,753          | 16.5%       | 1,141,257        | 174,905          | 12.5%       |
| E-commerce and others         | 480,866                                | 14.7%       | 1,171,904        | 21.0%       | 1,775,507        | 272,109          | 19.3%       |
| <b>Total cost of revenues</b> | <b>3,273,493</b>                       | <b>100%</b> | <b>5,587,673</b> | <b>100%</b> | <b>9,158,800</b> | <b>1,403,648</b> | <b>100%</b> |

Revenue-sharing costs consist of fees paid to game developers, distribution channels (app stores) and payment channels, and fees we share with hosts of our live broadcasting and content creators in accordance with our revenue-sharing arrangements. Content costs consist of amortized costs of purchased licensed content from copyright owners or content distributors and our production costs. Server and bandwidth costs are the fees we pay to telecommunication carriers and other service providers for telecommunication services, hosting our servers at their internet data centers, and providing content delivery network and application services. E-commerce and others consist of cost of goods sold associated with our e-commerce business, staff cost, depreciation and others.

### Operating expenses

The following table sets forth the components of our operating expenses by amounts and percentages of operating expenses for the periods presented:

|                                     | For the Year Ended December 31,        |             |                  |             |                  |                |             |
|-------------------------------------|--|-------------|------------------|-------------|------------------|----------------|-------------|
|                                     | 2018                                   |             | 2019             |             | 2020             |                |             |
|                                     | RMB                                    | %           | RMB              | %           | RMB              | US\$           |             |
|                                     | (in thousands, except for percentages) |             |                  |             |                  |                |             |
| <b>Operating expenses:</b>          |  |             |                  |             |                  |                |             |
| Sales and marketing expenses        | 585,758                                | 37.0%       | 1,198,516        | 44.6%       | 3,492,091        | 535,186        | 58.4%       |
| General and administrative expenses | 461,165                                | 29.1%       | 592,497          | 22.1%       | 976,082          | 149,592        | 16.3%       |
| Research and development expenses   | 537,488                                | 33.9%       | 894,411          | 33.3%       | 1,512,966        | 231,872        | 25.3%       |
| <b>Total operating expenses</b>     | <b>1,584,411</b>                       | <b>100%</b> | <b>2,685,424</b> | <b>100%</b> | <b>5,981,139</b> | <b>916,650</b> | <b>100%</b> |

*Sales and marketing expenses.* Sales and marketing expenses consist primarily of general marketing and promotional expenses, as well as salaries and benefits, including share-based compensation expenses, for our sales and marketing personnel. We expect our sales and marketing expenses to increase in absolute amounts in the foreseeable future as we increase our investment in boosting our brand recognition, user base and market leadership and promoting our services. For a detailed description of the major promotional, advertising and marketing activities that we have invested in, see “Item 4. Information on the Company—B. Business Overview—Branding and Marketing.”

The following table sets for the components of our sales and marketing expenses for the periods presented:

|   | For the Year Ended December 31,        |               |                  |               |                  |                |             |
|---|--|---------------|------------------|---------------|------------------|----------------|-------------|
|   | 2018                                   |               | 2019             |               | 2020             |                |             |
|   | RMB                                    | %             | RMB              | %             | RMB              | US\$           |             |
|   | (in thousands, except for percentages) |               |                  |               |                  |                |             |
| <b>Sales and marketing expenses:</b>      |  |               |                  |               |                  |                |             |
| Marketing and promotional expenses        | 436,487                                | 74.5%         | 934,701          | 78.0%         | 3,005,965        | 460,684        | 86.1%       |
| Staff costs                               | 131,183                                | 22.4%         | 204,770          | 17.1%         | 400,910          | 61,442         | 11.5%       |
| Others                                    | 18,088                                 | 3.1%          | 59,045           | 4.9%          | 85,216           | 13,060         | 2.4%        |
| <b>Total sales and marketing expenses</b> | <b>585,758</b>                         | <b>100.0%</b> | <b>1,198,516</b> | <b>100.0%</b> | <b>3,492,091</b> | <b>535,186</b> | <b>100%</b> |

Our marketing and promotional expenses increased by 221.6% from RMB934.7 million in 2019 to RMB3,006.0 million (US\$460.7 million) in 2020, primarily attributable to increased expenses associated with the promotion of our brand and other marketing activities. We launched a series of campaigns aimed at spreading the Bilibili brand name among a broader audience in the second quarter of 2020, in tandem with expanding our content appeal to a mass market. During our 11<sup>th</sup> anniversary, we introduced a new slogan, Bilibili-All the Videos You Like, to help define our brand proposition and appeal to a wider base. With this vision in mind, we launched a branding campaign series, the Hou Lang, Ru Hai and Xi Xiang Feng trilogy videos, all echoing strongly with our existing and potential users, to help bring an uptick in brand perception and increase brand awareness across different demographics. Our marketing and promotional efforts also include placing advertisements on various app stores, video app channels and over-the-top channels. As a result, sales and marketing expenses as percentage of total revenue increased from 17.7% in 2019 to 29.1% in 2020.

*General and administrative expenses.* General and administrative expenses consist primarily of salaries and other compensation-related expenses, including share-based compensation expenses for our general and administrative personnel, professional fees, rental expenses and allowance for doubtful accounts. We expect our general and administrative expenses to increase in absolute amounts in the foreseeable future due to the anticipated growth of our business as well as accounting, insurance, investor relations and other public company costs.

*Research and development expenses.* Research and development expenses consist primarily of salaries and benefits, including share-based compensation expenses, for research and development personnel dedicated to the development and enhancement of our app/websites and development of online games. We expect our research and development expenses to increase as we expand our research and development team, to enhance our artificial intelligence technology, big data analytics capabilities and cloud technology and develop new features and functionalities on our platform.

## Results of Operations

The following table sets forth a summary of our consolidated results of operations for the periods presented, both in absolute amount and as a percentage of our revenues for the periods presented. This information should be read together with our consolidated financial statements and related notes included elsewhere in this annual report. The results of operations in any period are not necessarily indicative of our future trends.

|  | For the Year Ended December 31,        |                |                    |                |                    |                  |                |
|--|--|----------------|--------------------|----------------|--------------------|------------------|----------------|
|  | 2018                                   |                | 2019               |                | 2020               |                  |                |
|  | RMB                                    | %              | RMB                | %              | RMB                | US\$             |                |
|  | (in thousands, except for percentages) |                |                    |                |                    |                  |                |
| Net revenues                                       | 4,128,931                              | 100.0%         | 6,777,922          | 100.0%         | 11,998,976         | 1,838,924        | 100.0%         |
| Cost of revenues <sup>(1)</sup>                    | (3,273,493)                            | (79.3)%        | (5,587,673)        | (82.4)%        | (9,158,800)        | (1,403,648)      | (76.3)%        |
| <b>Gross profit</b>                                | <b>855,438</b>                         | <b>20.7%</b>   | <b>1,190,249</b>   | <b>17.6%</b>   | <b>2,840,176</b>   | <b>435,276</b>   | <b>23.7%</b>   |
| <b>Operating expenses:</b>                         |  |                |                    |                |                    |                  |                |
| Sales and marketing expenses <sup>(1)</sup>        | (585,758)                              | (14.2)%        | (1,198,516)        | (17.7)%        | (3,492,091)        | (535,186)        | (29.1)%        |
| General and administrative expenses <sup>(1)</sup> | (461,165)                              | (11.2)%        | (592,497)          | (8.7)%         | (976,082)          | (149,592)        | (8.1)%         |
| Research and development expenses <sup>(1)</sup>   | (537,488)                              | (13.0)%        | (894,411)          | (13.2)%        | (1,512,966)        | (231,872)        | (12.6)%        |
| <b>Total operating expenses</b>                    | <b>(1,584,411)</b>                     | <b>(38.4)%</b> | <b>(2,685,424)</b> | <b>(39.6)%</b> | <b>(5,981,139)</b> | <b>(916,650)</b> | <b>(49.8)%</b> |
| <b>Loss from operations</b>                        | <b>(728,973)</b>                       | <b>(17.7)%</b> | <b>(1,495,175)</b> | <b>(22.0)%</b> | <b>(3,140,963)</b> | <b>(481,374)</b> | <b>(26.1)%</b> |
| <b>Other income/(expenses):</b>                    |  |                |                    |                |                    |                  |                |
| Investment income, net (including impairments)     | 96,440                                 | 2.3%           | 96,610             | 1.4%           | 28,203             | 4,322            | 0.2%           |
| Interest income                                    | 68,706                                 | 1.7%           | 162,782            | 2.4%           | 83,301             | 12,766           | 0.7%           |
| Interest expense                                   | —                                      | —              | (46,543)           | (0.7)%         | (108,547)          | (16,636)         | (0.9)%         |
| Exchange (losses)/gains                            | (1,661)                                | 0.0%           | (11,789)           | (0.2)%         | 41,717             | 6,393            | 0.3%           |
| Others, net  | 26,455                                 | 0.6%           | 26,412             | 0.4%           | 95,641             | 14,660           | 0.8%           |
| <b>Loss before tax</b>                             | <b>(539,033)</b>                       | <b>(13.1)%</b> | <b>(1,267,703)</b> | <b>(18.7)%</b> | <b>(3,000,648)</b> | <b>(459,869)</b> | <b>(25.0)%</b> |
| Income tax   | (25,988)                               | (0.6)%         | (35,867)           | (0.5)%         | (53,369)           | (8,180)          | (0.4)%         |
| <b>Net loss</b>                                    | <b>(565,021)</b>                       | <b>(13.7)%</b> | <b>(1,303,570)</b> | <b>(19.2)%</b> | <b>(3,054,017)</b> | <b>(468,049)</b> | <b>(25.4)%</b> |

Note:

(1) Share-based compensation expenses were allocated as follows:

|                                     | For the Year Ended December 31, |                |                |               |
|-------------------------------------|---------------------------------|----------------|----------------|---------------|
|                                     | 2018                            | 2019           | 2020           |               |
|                                     | RMB                             | RMB            | RMB            | US\$          |
|                                     | (in thousands)                  |                |                |               |
| Cost of revenues                    | 28,173                          | 23,281         | 37,087         | 5,684         |
| Sales and marketing expenses        | 11,499                          | 14,269         | 40,808         | 6,254         |
| General and administrative expenses | 102,544                         | 68,497         | 181,753        | 27,855        |
| Research and development expenses   | 38,977                          | 66,503         | 126,250        | 19,349        |
| <b>Total</b>                        | <b>181,193</b>                  | <b>172,550</b> | <b>385,898</b> | <b>59,142</b> |

### Year ended December 31, 2020 compared to year ended December 31, 2019

#### Net revenues

Our net revenues increased by 77.0% from RMB6,777.9 million in 2019 to RMB11,999.0 million (US\$1,838.9 million) in 2020. Across our platform, our average monthly paying users increased from 7.2 million in 2019 to 14.8 million in 2020. In addition, our paying ratio (average monthly paying user / MAU) increased from 6.1% in 2019 to 8.0% in 2020. We set forth below our key operating metrics.

|  | For the Year Ended December 31,              |                 |                 |
|--|--|-----------------|-----------------|
|  | 2018   | 2019            | 2020            |
|  | (in millions, except as otherwise indicated) |                 |                 |
| Average MAU  | 87.0   | 117.5           | 185.8           |
| Average monthly paying user                        | 3.4  | 7.2             | 14.8            |
| Paying ratio % (Average monthly paying user / MAU) | 3.9%   | 6.1%            | 8.0%            |
| Average monthly paying user for mobile games       | 0.9  | 1.2             | 1.8             |
| Average monthly paying user for VAS <sup>(1)</sup> | 2.5  | 6.0             | 13.0            |
| Daily time spending per active user (minutes)      | over 75 minutes                              | over 80 minutes | over 80 minutes |

#### Note:

- (1) Average monthly paying user for VAS excludes the duplicative average monthly paying user for mobile games.

|  | For the Year Ended December 31, |       |       |
|--|---------------------------------|-------|-------|
|  | 2018                            | 2019  | 2020  |
|  | RMB                             | RMB   | RMB   |
| Average monthly revenue per MAU <sup>(1)</sup>           | 4.0                             | 4.8   | 5.4   |
| Average monthly revenue per paying user <sup>(2)</sup>   | 87.6                            | 60.7  | 48.7  |
| Average monthly revenue per paying user for mobile games | 284.5                           | 254.6 | 223.6 |
| Average monthly revenue per paying user for VAS          | 19.6                            | 22.7  | 24.6  |

#### Notes:

- (1) Numerator is the total net revenues.  
(2) Numerator includes only revenues from mobile games and VAS.

**Mobile games.** Our net revenues from mobile games increased by 33.5% from RMB3,597.8 million in 2019 to RMB4,803.4 million (US\$736.2 million) in 2020. The increase was primarily due to the popularity of our newly launched mobile games. As of December 31, 2020, we operated 43 exclusively distributed mobile games and hundreds of jointly operated mobile games. The average monthly paying user for mobile games increased from 1.2 million in 2019 to 1.8 million in 2020.

**VAS.** Our net revenues from VAS increased by 134.4% from RMB1,641.0 million in 2019 to RMB3,845.7 million (US\$589.4 million) in 2020, mainly attributable to our enhanced commercialization efforts, led by increases in the number of paying users for our premium membership program, live broadcasting services and other value-added services, attracted by the high quality and diversified content on our platform. The average monthly paying user for VAS increased from 6.0 million in 2019 to 13.0 million in 2020. The average monthly revenue per paying user for VAS increased from RMB22.7 in 2019 to RMB24.6 in 2020. Our average monthly revenue per MAU increased from RMB4.0 in 2018 to RMB4.8 in 2019, and further to RMB5.4 in 2020, due to the successful execution of our monetization strategies to diversify our revenue sources by expanding our VAS and advertising business. Specifically, for premium membership program, the average monthly paying user increased from 5.9 million in 2019 to 12.4 million in 2020, and the average monthly revenue per paying user increased from RMB10.2 in 2019 to RMB11.3 in 2020. For live broadcasting program, the average monthly paying user increased from 0.6 million in 2019 to 1.1 million in 2020, and the average monthly revenue per paying user increased from RMB89.0 in 2019 to RMB105.3 in 2020.

*Advertising.* Our net revenues from advertising increased by 125.6% from RMB817.0 million in 2019 to RMB1,842.8 million (US\$282.4 million) in 2020. This increase was primarily attributable to further recognition of Bilibili's brand name in China's online advertising market. The increase in our user base also attracted more advertisers to promote their products and services on our platform, due to the greater exposure that the advertisements could enjoy on our platform. Our average MAU increased from 117.5 million in 2019 to 185.8 million in 2020.

*E-commerce and Others.* We had RMB722.1 million and RMB1,507.2 million (US\$231.0 million) of e-commerce and other net revenues in 2019 and 2020, respectively. The increase was primarily attributable to the increase in sales of products on our e-commerce platform and sub-licensing the licensed content related to S10 League of Legends E-sports global events in China, and recorded other net revenues of RMB330.2 million (US\$50.6 million) in 2020. As our user base increased and more users became engaged in interest-based sub-communities such as ACG, the demand for ACG related merchandise as well as content offering grew, which drove the increase in our revenues from e-commerce and others.

#### **Cost of revenues**

Our cost of revenues increased by 63.9% from RMB5,587.7 million in 2019 to RMB9,158.8 million (US\$1,403.6 million) in 2020 as all components of cost of revenues increased due to our business growth and the expansion of our user base.

Revenue-sharing costs, increased by 75.1% from RMB2,494.4 million in 2019 to RMB4,366.5 million (US\$669.2 million) in 2020, primarily due to an increase in payments made to developers of exclusively distributed games as we rolled out more games, an increase in payments made to distribution channels as we expanded our mobile games and VAS offerings, and an increase in payments made to hosts of live broadcasting and content creators on our platform due to the increase in the numbers of our hosts and content creators.

Content costs increased by 87.3% from RMB1,001.6 million in 2019 to RMB1,875.5 million (US\$287.4 million) in 2020 as we continued to expand and diversify our content offerings. We procured anime, documentaries, selected TV shows, movies and variety shows to enrich our content library. We have a large anime libraries. We provided over 3,000 documentaries on our platform in 2020, also showcasing our large documentary repositories. Our investment in content costs has contributed to the growth in our users base and the number of average monthly paying user for VAS.

Server and bandwidth costs increased by 24.1% from RMB919.8 million in 2019 to RMB1,141.3 million (US\$174.9 million) in 2020, primarily due to an increase in server and bandwidth capacity to keep pace with the expansion of our user base and the increase in active users, so as to support a massive and continuously increasing volume of data generated and video views happened on our platform every day.

E-commerce and other costs increased by 51.5% from RMB1,171.9 million in 2019 to RMB1,775.5 million (US\$272.1 million) in 2020, primarily attributable to an increase in cost of goods sold associated with our e-commerce business and an increase in staff cost. As our user base increased and more users became engaged in interest-based sub-communities such as ACG, the demand for ACG related merchandise also grew, which drove the increase in our revenues from e-commerce. We endeavored to enlarge the types of goods and enrich the content available on our e-commerce platform.

#### **Gross profit**

As a result of the foregoing, we had gross profit of RMB2,840.2 million (US\$435.3 million) in 2020, compared to gross profit of RMB1,190.2 million in 2019.

#### **Operating expenses**

Our total operating expenses increased by 122.7% from RMB2,685.4 million in 2019 to RMB5,981.1 million (US\$916.7million) in 2020, as we executed our management strategy to invest in the expansion of our user base and the growth of our business, which led to the increases in sales and marketing expenses, general and administrative expenses, as well as research and development expenses.



*Sales and marketing expenses.* Our sales and marketing expenses increased by 191.4% from RMB1,198.5 million in 2019 to RMB3,492.1 million (US\$535.2 million) in 2020, primarily attributable to increased channel and marketing expenses associated with our app and brand, as well as expenses associated with our mobile games' promotion and an increase in headcount in sales and marketing personnel. Our marketing and promotional expenses increased by 221.6% from RMB934.7 million in 2019 to RMB3,006.0 million (US\$460.7 million) in 2020, primarily attributable to increased expenses associated with the promotion of our brand and other marketing activities.

*General and administrative expenses.* Our general and administrative expenses increased by 64.7% from RMB592.5 million in 2019 to RMB976.1 million (US\$149.6 million) in 2020. The increase was primarily attributable to increases in headcount in general and administrative personnel, share-based compensation expenses, allowance for doubtful accounts, rental expenses and other general and administrative expenses.

*Research and development expenses.* Our research and development expenses increased by 69.2% from RMB894.4 million in 2019 to RMB1,513.0 million (US\$231.9 million) in 2020, primarily due to increases in headcount in research and development personnel, share-based compensation expenses and other research and development expenses.

#### **Loss from operations**

We incurred loss from operations of RMB3,141.0 million (US\$481.4 million) in 2020, compared to loss from operations of RMB1,495.2 million in 2019, primarily due to the significant increase in sales and marketing expenses, as well as research and development expenses as a result of our management strategy to invest in the expansion of our user base and the growth of our business.

#### **Other income**

*Investment income, net.* Net investment income primarily includes return earned on financial products issued by banks and other financial institutions, return from investments in money market funds, gain from disposal of long-term investments, and the fair value change of investments in publicly traded companies. We had net investment income of RMB28.2 million (US\$4.3 million) in 2020, compared to RMB96.6 million in 2019.

*Interest income.* Interest income represents interest earned on cash and cash equivalents and time deposits. We had interest income of RMB162.8 million and RMB83.3 million (US\$12.8 million) in 2019 and 2020, respectively.

*Interest expense.* Interest expense primarily represents interest payment and amortized issuance costs related to long-term debt. We had interest expense of RMB108.5 million (US\$16.6 million) in 2020, primarily attributable to interest expense related to our 2027 Notes issued in June 2020 and our 2026 Notes issued in April 2019. We had interest expense of RMB46.5 million in 2019, primarily attributable to interest expense related to our 2026 Notes issued in April 2019.

#### **Income tax**

We recorded income tax of RMB53.4 million (US\$8.2 million) in 2020, compared to RMB35.9 million in 2019.

#### **Net loss**

We incurred net loss of RMB3,054.0 million (US\$468.0 million) in 2020, compared to net loss of RMB1,303.6 million in 2019, primarily due to the significant increase in sales and marketing expenses, as well as research and development expenses as a result of our management strategy to invest in the expansion of our user base and the growth of our business.

### **Year ended December 31, 2019 compared to year ended December 31, 2018**

#### **Net revenues**

Our net revenues increased by 64.2% from RMB4,128.9 million in 2018 to RMB6,777.9 million in 2019. The increase was across all revenue streams, consisting of revenues from mobile games, VAS, advertising, and e-commerce and others. Across our platform, our average monthly paying users increased by 114.8% from approximately 3.4 million in 2018 to approximately 7.2 million in 2019. In addition, our paying ratio (average monthly paying user / MAU) increased from 3.9% in 2018 to 6.1% in 2019.

*Mobile games.* Our net revenues from mobile games increased by 22.5% from RMB2,936.3 million in 2018 to RMB3,597.8 million in 2019, primarily due to the launch of new mobile games, as well as the continuous popularity of our existing mobile games, particularly the success of *Fate/Grand Order*, which was launched in September 2016. The average monthly paying user for mobile games increased from 0.9 million in 2018 to 1.2 million in 2019.

*VAS.* Our net revenues from VAS increased by 180.2% from RMB585.6 million in 2018 to RMB1,641.0 million in 2019, mainly attributable to the increase in the number of paying users for our premium membership program, live broadcasting and other VAS. The average monthly paying user for VAS increased from 2.5 million in 2018 to 6.0 million in 2019. The average monthly revenue per paying user for VAS increased from RMB19.6 in 2018 to RMB22.7 in 2019. Specifically, for premium membership program, the average monthly paying user increased from 2.5 million in 2018 to 5.9 million in 2019, and the average monthly revenue per paying user increased from RMB8.1 in 2018 to RMB10.2 in 2019. For live broadcasting program, the average monthly paying user increased from 0.4 million in 2018 to 0.6 million in 2019, and the average monthly revenue per paying user increased from RMB75.1 in 2018 to RMB89.0 in 2019.

*Advertising.* Our net revenues from advertising increased by 76.3% from RMB463.5 million in 2018 to RMB817.0 million in 2019. This increase was driven by revenue from our brand advertising and performance-based advertising. The increase in our user base attracted more advertisers to promote their products and services on our platform, due to the greater exposure that the advertisements can enjoy on our platform. Our average MAU increased from 87.0 million in 2018 to 117.5 million in 2019.

*E-commerce and Others.* We had RMB143.5 million and RMB722.1 million of e-commerce and other net revenues in 2018 and 2019, respectively. The increase was primarily attributable to the increase in sales of products as users made more purchases on our e-commerce platform. As our user base increased and more users became engaged in interest-based sub-communities such as ACG, the demand for ACG related merchandise also grew which drove the increase in our revenues from e-commerce.

### **Cost of revenues**

Our cost of revenues increased by 70.7% from RMB3,273.5 million in 2018 to RMB5,587.7 million in 2019 as all components of cost of revenues increased due to our business growth and the expansion of our user base.

Revenue-sharing costs, which primarily consisted of the portion of revenues shared with game developers, certain popular live broadcasting hosts and content creators, increased by 52.9% from RMB1,630.9 million in 2018 to RMB2,494.4 million in 2019, primarily due to an increase in payments made to developers of exclusively distributed games, in particular *Fate/Grand Order* and *Azur Lane*, an increase in payments made to distribution channels and an increase in payments made to hosts of live broadcasting and content creators on our platform.

Content costs increased by 84.5% from RMB543.0 million in 2018 to RMB1,001.6 million in 2019 as we continued to acquire licensed content to expand and diversify our content offerings. We procured anime, documentaries, selected TV shows, movies and variety shows to enrich our content library.

Server and bandwidth costs increased by 48.7% from RMB618.7 million in 2018 to RMB919.8 million in 2019, primarily due to an increase in server and bandwidth capacity to keep pace with the expansion of our user base and the increase in active users, so as to support a massive and continuously increasing volume of data generated and video views happened on our platform every day.

### **Gross profit**

As a result of the foregoing, we had gross profit of RMB1.2 billion in 2019, compared to gross profit of RMB855.4 million in 2018.

### **Operating expenses**

Our total operating expenses increased by 69.5% from RMB1,584.4 million in 2018 to RMB2,685.4 million in 2019, as sales and marketing expenses and research and development expenses increased due to our business growth and the expansion of our user base.

*Sales and marketing expenses.* Our sales and marketing expenses increased by 104.6% from RMB585.8 million in 2018 to RMB1,198.5 million in 2019, primarily attributable to increased channel and marketing expenses associated with our app and brand, including promotional activities for offline events, promotional expenses for mobile games, and an increase in headcount in sales and marketing personnel. Our promotional expense increased by 114.1% from RMB436.5 million in 2018 to RMB934.7 million in 2019, primarily attributable to increased expenses associated with the promotion of our brand and other marketing activities.

*General and administrative expenses.* Our general and administrative expenses increased by 28.5% from RMB461.2 million in 2018 to RMB592.5 million in 2019. The increase was primarily attributable to increased general and administrative personnel-related expenses, increased amortization expense related to intangible assets acquired through business acquisitions and increased other miscellaneous expenses associated with our business expansion.

*Research and development expenses.* Our research and development expenses increased by 66.4% from RMB537.5 million in 2018 to RMB894.4 million in 2019, primarily due to increased headcount in research and development personnel and increased share-based compensation expenses.

#### **Loss from operations**

As a result of the foregoing, we incurred loss from operations of RMB1,495.2 million in 2019, compared to loss from operations of RMB729.0 million in 2018.

#### **Other income**

*Investment income, net.* Net investment income primarily includes return earned on financial products issued by banks and other financial institutions, return from investments in money market funds, gain from disposal of long-term investments, and the fair value change of investments in publicly traded companies. We had net investment income of RMB96.6 million in 2019, compared to RMB96.4 million in 2018.

*Interest income.* Interest income represents interest earned on cash and cash equivalents and time deposits. We had interest income of RMB68.7 million and RMB162.8 million in 2018 and 2019, respectively.

*Interest expense.* Interest expense primarily represents interest payment and amortized issuance costs related to long-term debt. We had interest expense of RMB46.5 million in 2019, primarily attributable to interest expense related to our 2026 Notes issued in April 2019, whereas we did not incur such interest expense in 2018.

#### **Income tax**

We recorded income tax of RMB35.9 million in 2019, compared to RMB26.0 million in 2018.

#### **Net loss**

As a result of the foregoing, we incurred net loss of RMB1,303.6 million in 2019, compared to net loss of RMB565.0 million in 2018.

#### **Seasonality**

Our results of operations are subject to seasonal fluctuations. For example, the growth of active users tends to accelerate during school holidays, such as summer and winter breaks, which typically fall in the middle of the third and first quarters of each year, and slow down at the beginning and during certain parts of the school year. We usually experience increase in video views and hence the number of active users following the release of phenomenally popular content. Seasonal fluctuations have not thus far posed material operational and financial challenges to us, as such periods tend to be brief and predictable, allowing us to re-allocate resources and improve efficiency ahead of time.

#### **Taxation**

##### **Cayman Islands**

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty.

There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. In addition, the Cayman Islands does not impose withholding tax on dividend payments. No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands. The Cayman Islands is not a party to any double tax treaties that are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of the ADSs or ordinary shares will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of the ADSs or ordinary shares, nor will gains derived from the disposal of the ADSs or ordinary shares be subject to Cayman Islands income or corporation tax.

### ***Hong Kong***

Majority of our subsidiaries incorporated in Hong Kong, such as Hode HK and Bilibili HK Limited, are subject to 16.5% Hong Kong profit tax on their taxable income generated from operations in Hong Kong. Commencing from the year of assessment of 2018, the first HK\$2 million of profits earned by our subsidiaries incorporated in Hong Kong will be taxed at half the current tax rate (i.e. 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate. Under the Hong Kong tax laws, we are exempted from the Hong Kong income tax on our foreign-derived income. In addition, payments of dividends from our Hong Kong subsidiaries to us are not subject to any Hong Kong withholding tax.

### ***PRC***

Our PRC subsidiaries are subject to PRC EIT on their taxable income in accordance with the relevant PRC income tax laws. Effective from January 1, 2008, the statutory corporate income tax rate is 25%, except for certain entities eligible for preferential tax rates.

For example, in 2017, Hode Information Technology qualified as a HNTE and is eligible for a 15% preferential tax rate effective for three years starting from 2017 to 2019. Hode Information Technology has renewed this qualification which allows it to enjoy a 15% preferential EIT rate for three years starting from 2020 to 2022. In addition, in 2018, Shanghai Bilibili Technology Co., Ltd. qualified as a HNTE and is eligible for a 15% preferential tax rate effective for three years starting from 2018 to 2020.

Our other major PRC subsidiaries are subject to enterprise income tax on their taxable income in China at a statutory rate of 25%. The enterprise income tax is calculated based on the entity's global income as determined under PRC tax laws and accounting standards.

We are subject to value-added tax at a rate of 6% for our rendered services and value-added tax at a rate varying from 0% to 17% for goods sold depending on their categories in different periods. We are subject to surcharges on value-added tax payments in accordance with PRC law. Our advertising and marketing revenues are subject to culture business construction fee at a rate of 3% in 2018, which was reduced to 1.5% since July 1, 2019, valid until December 31, 2024.

Dividends paid by our wholly foreign-owned subsidiaries in China to our intermediary holding company in Hong Kong will be subject to a withholding tax rate of 10%, unless the relevant Hong Kong entity satisfies all the requirements under the Arrangement between China and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income and Capital and receives approval from the relevant tax authority. If our Hong Kong subsidiary satisfies all the requirements under the tax arrangement and receives approval from the relevant tax authority, then the dividends paid to the Hong Kong subsidiary would be subject to withholding tax at the standard rate of 5%. Effective from November 1, 2015, the above mentioned approval requirement has been abolished, but a Hong Kong entity is still required to file application package with the relevant tax authority, and settle the overdue taxes if the preferential 5% tax rate is denied based on the subsequent review of the application package by the relevant tax authority. On October 14, 2019, Measures for Non-Resident Taxpayers to Enjoy Treatments under Tax Treaties (SAT Announcement (2019) No. 35) was issued to simplify the procedures for claiming China tax treaty benefits by non-resident taxpayers. See "Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—We may rely on dividends paid by our PRC subsidiaries to fund cash and financing requirements. Any limitation on the ability of our PRC subsidiaries to pay dividends to us could have a material adverse effect on our ability to conduct our business and to pay dividends to our shareholders and ADS holders."

If our holding company in the Cayman Islands or any of our subsidiaries outside of China were deemed to be a “resident enterprise” under the PRC EIT Law, it would be subject to enterprise income tax on its worldwide income at a rate of 25%. See “Item 3. Key Information — D. Risk Factors —Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.”

### **Critical Accounting Policies**

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make judgments, estimates and assumptions. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and various other assumptions that we believe to be reasonable under the circumstances. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from our expectations as a result of changes in our estimates. Some of our accounting policies require a higher degree of judgment than others in their application and require us to make significant accounting estimates.

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

#### ***Principles of consolidation***

The consolidated financial statements include the financial statements of our company, its subsidiaries and VIEs for which our company is the primary beneficiary. Subsidiaries are those entities in which we, directly or indirectly, (i) control more than one half of the voting power, (ii) have the power to appoint or remove the majority of the members of the board of directors, or to cast a majority of votes at the meeting of the board of directors, or (iii) have the power to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

A consolidated variable interest entity is an entity in which we, through contractual arrangements, have the power to direct the activities that most significantly impact the entity’s economic performance, bear the risks of and enjoy the rewards normally associated with ownership of the entity, and therefore we are the primary beneficiary of the entity.

All transactions and balances among us, our subsidiaries and VIEs have been eliminated upon consolidation.

#### ***Revenue recognition***

On January 1, 2018, we adopted ASC 606, Revenue from Contracts with Customers using the modified retrospective method for all contracts not completed as of the date of adoption. Under ASC 606, revenue is recognized when a customer obtains control of promised goods or services in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. We identify our contracts with customers and all performance obligations within those contracts. We then determine the transaction price and allocate the transaction price to the performance obligations within our contracts with customers, recognizing revenue when, or as, we satisfy our performance obligations.

The adoption of ASC 606 did not significantly change (i) the timing and pattern of revenue recognition for all of our revenue streams, and (ii) the presentation of revenue as gross versus net. Therefore, the adoption of ASC 606 did not have a significant impact on our financial position, results of operations, equity, cash flows or any adjustment on our consolidated financial statements as of the adoption date and for the years ended December 31, 2018, 2019 and 2020.

Our revenue recognition policies effective upon the adoption of ASC 606 are as follows:

*Mobile game services*

- Exclusively distributed mobile games

For the years ended December 31, 2018, 2019 and 2020, we primarily generate revenues from the sale of in-game virtual items to enhance the game-playing experience.

In accordance with ASC 606, we evaluate the contracts with our customers and determine that we have a single combined performance obligation which is to make the game and the ongoing game related services available to the paying players. The transaction price, which is the amount paid for in-game virtual items by the paying player, is allocated entirely to this single combined performance obligation. We recognize revenue from in-game virtual items over the estimated average playing period of paying players, starting from the point-in-time when related in-game virtual items are delivered to the paying players' accounts.

We have estimated the average playing period of the paying players for each game, usually between three to eight months. We consider the average period that players typically play the games and other game player behavior patterns, as well as various other factors to arrive at the best estimates for the estimated playing period of the paying players. To compute the estimated average playing period for paying players, we consider the initial purchase date as the starting point of a player's lifespan. We track populations of paying players who made their initial purchases during the interval period, or the Cohort, and track each Cohort to understand the subsequent churn rate of the paying players of each Cohort, *i.e.* the number of players from each Cohort who left subsequent to their initial purchases. To determine the ending point of a paying player's lifespan beyond the date for which observable data are available, we extrapolate the actual observed churn rate to arrive at an estimated weighted average playing lifespan for paying players of the selected games. If a new game is launched and only a limited period of paying player data is available, then we consider other qualitative factors, such as the playing patterns for paying players for other games with similar characteristics with the new game including paying player type and purchasing frequency. While we believe our estimates to be reasonable based on available game player information, we may revise such estimates based on new information indicating a change in the game player behavior patterns and any adjustments are applied prospectively.

In accordance with ASC 606-10-55-39, we assess whether we act as the principal or as an agent in the arrangement with each party respectively. We record revenue generated from exclusively distributed mobile games on a gross basis as we are acting as the principal to fulfill all obligations related to the mobile game operations. We are responsible for the launch of the games, hosting and maintenance of game servers, and determination of when and how to operate the in-game promotions and customer services. We are also determining the pricing of in-game virtual items and making a localized version for overseas licensed games.

Proceeds earned from selling in-game virtual items are shared between us and the third-party game developers, with the amount paid to the third-party game developers generally calculated based on amounts paid by paying players, after deducting the fees paid to the payment channels and the distribution channels. Fees paid to third-party game developers, distribution channels and payment channels are recorded as "cost of revenues" on our consolidated statements of operations and comprehensive loss.

- Jointly operated mobile game distribution services

We are also offering distribution services for mobile games developed by the third-party game developers. In accordance with ASC 606, we evaluate our contracts with the third-party game developers and identify the performance obligations as distributing games and providing payment solution and market promotion service to the third-party game developers. Accordingly, we earn service revenue by distributing them to the game players.

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In accordance with ASC 606-10-55-39, we assess whether we act as the principal or as an agent in the arrangement with each party respectively. With respect to the jointly operated licensed arrangements between the third-party game developers and us, we considered we do not have the primary responsibility for fulfillment and acceptability of the game services. Our responsibilities are distributing games and, providing payment solution and market promotion service, and thus we view the third-party game developers to be our customers. Accordingly, we record the game distribution service revenue from these games, on a net basis based on the ratios pre-determined with the third-party game developers when the performance obligations are satisfied, which is generally when the paying players purchase virtual currencies issued by the third-party game developers.

### VAS

We offer premium membership subscription, live broadcasting and other video, audio and comic content to the customers.

We offer premium membership subscription services which provide subscribing members access to streaming of premium content in exchange for a non-refundable upfront premium membership fee. When the receipt of premium membership fees is for services to be delivered over a period of time, generally from one month to twelve months, the receipt is initially recorded as “deferred revenue” and revenue is recognized ratably over the membership period as services are rendered.

We operate and maintain live broadcasting channel whereby users can enjoy live performances provided by the hosts and interact with the hosts. Most of the hosts host the performance on their own. We create and sell virtual items to users so that the users present them simultaneously to hosts to show their support. The virtual items sold by us comprise of either (i) consumable items or (ii) time-based items, such as privilege titles etc. Revenues derived from the sale of virtual items are recorded on a gross basis as we act as the principal to fulfill all obligations related to the sale of virtual items in accordance with ASC 606-10-55-39.

Accordingly, revenue is recognized at point-in-time when the virtual item is delivered and consumed if the virtual item is a consumable item or, in the case of time-based virtual item, recognized ratably over the period each virtual item is made available to the user, which generally does not exceed one year. Proceeds received from the sales of virtual items before these virtual items are consumed are recorded as “deferred revenue.”

Under our arrangements with the hosts, we share with them a portion of the revenues derived from the sales of virtual items. The portion paid to hosts is recognized as “Cost of revenues” on our consolidated statements of operations and comprehensive loss.

### *Advertising services*

We provide various advertising formats, mainly include but not limited to advertisements appearing on the app opening page, banner text-links, logos, buttons and rich media, performance-based advertising and native advertisements which are customized according to advertisers’ needs. We determine each format of advertisements is a distinct performance obligation. Consideration is allocated to each performance obligation based on its standalone selling price. We recognize revenue on a pro-rata basis for each performance obligation, commencing on the date the advertisements are displayed on our platform or upon the performance obligations are satisfied, generally when users click on links.

- Sales incentives to customers

We provide various sales incentives to our customers, including cash incentives in the form of commissions to certain third-party advertising agencies and noncash incentives such as discounts and advertising services provided free of charge in certain bundled arrangements, which are negotiated on a contract by contract basis with our customers. We account for these incentives granted to customers as variable consideration in accordance with ASC 606. The amount of variable consideration is measured based on the most likely amount of incentive to be provided to customers.

### *E-commerce and others*

E-commerce and others are mainly from the sales of products through our e-commerce platform and also include revenues from holding certain offline performance activities.



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E-commerce and other revenues are recognized when control of promised goods or services is transferred to the customers, which generally occurs upon the acceptance of the goods or services by the customers. Pursuant to ASC 606-10-55-39, for arrangements where we are primarily responsible for fulfilling the promise to provide the goods or services, are subject to inventory risk, and have latitude in establishing prices and selecting suppliers, revenues are recorded on a gross basis. Otherwise, revenues are recorded on a net basis. Cash coupons, granted to the customers for free at our discretion, are recorded as reduction of the arrangement's transaction price, thereby reducing the amount of revenue recognized as the payment is not for a distinct good or service received from the customer in accordance with ASC 606-10-32-25.

Net revenues presented on our consolidated statements of operations and comprehensive loss are net of sales discount and sales tax.

### *Other Estimates and Judgments*

We estimate revenue of mobile game, VAS from the third-party payment processors in the current period when reasonable estimates of these amounts can be made. The processors provide reliable interim preliminary reporting within a reasonable time frame following the end of each month and we maintain records of sales data, both of which allow us to make reasonable estimates of revenue and therefore to recognize revenue during the reporting period. Determination of the appropriate amount of revenue recognized involves judgments and estimates that we believe are reasonable, but actual results may differ from our estimates. When we receive the final reports, to the extent not received within a reasonable time frame following the end of each month, we record any differences between estimated revenue and actual revenue in the reporting period when we determine the actual amounts. The revenue on the final revenue report have not differed significantly from the reported revenue for the periods presented.

### *Contract balances*

Timing of revenue recognition may differ from the timing of invoicing to customers. Accounts receivable represent amounts we invoiced, and revenue recognized prior to invoicing when we have satisfied our performance obligations and have the unconditional right to consideration.

Deferred revenue relates to unsatisfied performance obligations at the end of each reporting period and consists of cash payment received in advance from game players in mobile games, from customers in advertising services, live broadcasting services and other VAS, and e-commerce platforms. Due to the generally short-term duration of the relevant contracts, the majority of the performance obligations are satisfied within one year.

### *Practical expedients*

We have used the following practical expedients as allowed under ASC 606:

The transaction price allocated to the performance obligations that are unsatisfied, or partially unsatisfied, has not been disclosed, as substantially all of our contracts have an original expected duration of one year or less.

### *Short-term investments*

Our short-term investments primarily include money market funds, financial products with variable interest rates referenced to performance of underlying assets issued by commercial banks or other financial institutions and publicly traded companies with the intention to be sold within twelve months.

The following is a summary of short-term investments:

|  | As of December 31, |                  |                  |
|--|--------------------|------------------|------------------|
|  | 2018               | 2019             | 2020             |
|  | RMB                | RMB              | RMB              |
|  |                    | (in thousands)   |                  |
| Financial products                       | 858,021            | 1,070,113        | 2,866,643        |
| Investments in publicly traded companies | —                  | 80,918           | 434,609          |
| Money market funds                       | 87,317             | 109,779          | 55,937           |
| <b>Total</b>                             | <b>945,338</b>     | <b>1,260,810</b> | <b>3,357,189</b> |

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In accordance with ASC 825, *Financial Instruments*, for financial products with variable interest rates referenced to performance of underlying assets, we elect the fair value method at the date of initial recognition and carry these investments at fair value. Changes in the fair value of these investments are reflected on our consolidated statements of operations and comprehensive loss as “investment income, net.” Fair value is estimated based on quoted prices of similar products provided by financial institutions at the end of each reporting period.

For the investments in publicly traded companies, we carry the investments at fair value at the end of each reporting period. Changes in the fair value of these investments are reflected on the consolidated statements of operations and comprehensive loss as “investment income, net.”

For the years ended December 31, 2018, 2019 and 2020, we recorded investment income of RMB13.8 million, investment loss of RMB3.1 million, and investment income of RMB74.0 million (US\$11.3 million) related to short-term investments on the consolidated statements of operations and comprehensive loss, respectively.

### ***Long-term investments, net***

Our long-term investments primarily consist of equity investments accounted for using the measurement alternative, equity investments accounted for using the equity method and other investments accounted for at fair value.

The following table sets forth a breakdown of our long-term investments by accounting treatment as of the dates indicated:

|  | As of December 31, |                  |                  |
|--|--------------------|------------------|------------------|
|  | 2018               | 2019             | 2020             |
|  | RMB                | RMB              | RMB              |
|  |                    | (in thousands)   |                  |
| Equity investments accounted for using the measurement alternative | 793,149            | 666,025          | 1,791,393        |
| Equity investments accounted for using the equity method           | —                  | 279,854          | 188,199          |
| Investments accounted for at fair value                            | 186,838            | 305,250          | 253,346          |
| <b>Total</b>   | <b>979,987</b>     | <b>1,251,129</b> | <b>2,232,938</b> |

- Equity investments accounted for using the measurement alternative

For those investments over which we do not have significant influence and without readily determinable fair value, we elect to record these investments at cost, less impairment, and plus or minus subsequent adjustments for observable price changes, in accordance with ASU 2016-01, *Financial Instruments-Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. Under this measurement alternative, changes in the carrying value of the equity investments are required to be made whenever there are observable price changes in orderly transactions for the identical or similar investment of the same issuer. RMB34.2 million of investment income was recognized in “Investment income, net”, as a result of re-measurement of equity investments using the measurement alternative, for the year ended December 31, 2018. There was no re-measurement gain or loss was recognized of equity investments accounted for using the measurement alternative for the year ended December 31, 2019 and 2020.

We have made strategic investments for strengthening our content development, creating synergy with our businesses, and enhancing our overall value. In 2018, 2019 and 2020, our equity investments accounted for using the measurement alternative included content provision companies, such as The Three-body Universe Co. Ltd., game development companies, Beijing Shi Zhi Sha Co. Ltd., anime production companies, YHKT Entertainment Cooperation Limited, and a number of other companies within our ecosystem.

We regularly evaluate the impairment of these investments based on performance and financial position of the investee as well as other evidence of market value. Such evaluation includes, but is not limited to, reviewing the investee’s cash position, recent financing, projected and historical financial performance, cash flow forecasts and financing needs. An impairment loss recognized equals to the excess of the investment cost over its fair value at the end of each reporting period for which the assessment is made. The fair value would then become the new cost basis of investment. We recorded impairment charges for long-term investments of RMB46.4 million, RMB5.9 million, and RMB8.0 million (US\$1.2 million) as “investment income, net” for the years ended December 31, 2018, 2019 and 2020, respectively, as we determined the fair value of these investments was less than their carrying value.

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- Equity investments accounted for using the equity method

We apply the equity method of accounting to account for equity investments and limited partnership in a private equity fund, according to ASC 323 *Investment—Equity Method and Joint Ventures*, over which we have significant influence but do not own a majority equity interest or otherwise control. Under the equity method, we initially record the investments at cost and the difference between the cost of the equity investee and the fair value of the underlying equity in the net assets of the equity investee is recognized as equity method goodwill, which is included in the equity method investments on our consolidated balance sheets. We subsequently adjust the carrying amount of the investments to recognize our proportionate share of each equity investee's net income or loss into earnings and cash distributions from investees, after the date of investment. We evaluate the equity method investments for impairment under ASC 323. An impairment loss on the equity method investments is recognized in earnings when the decline in value is determined to be other-than-temporary. We recorded equity share of losses of nil, RMB24.2 million, and RMB50.5 million (US\$7.7 million) for the years ended December 31, 2018, 2019 and 2020, respectively.

- Investments accounted for at fair value

In accordance with ASC 825, *Financial Instruments*, for financial products with variable interest rates referenced to performance of underlying assets and with original maturities greater than one year, we elect the fair value method at the date of initial recognition and carry these investments at fair value. Changes in the fair value of these investments are reflected on our consolidated statements of operations and comprehensive loss as "investment income, net." Fair value is estimated based on quoted prices of similar products provided by financial institutions at the end of each reporting period. We classify the valuation techniques that use these inputs as Level 2 of fair value measurements. We recorded fair value loss of RMB2.9 million, and fair value gain of RMB13.2 million, and RMB24.9 million (US\$3.8 million) for the years ended December 31, 2018, 2019 and 2020, respectively.

### Recent Accounting Pronouncements

A list of recently issued accounting pronouncements that are relevant to us is included in "2 ee" of our audited consolidated financial statements included elsewhere in this annual report.

### Inflation

Inflation in China has not materially impacted our results of operations in recent years. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2019 and 2020 were increases of 4.5% and 0.2%, respectively. Although we have not been materially affected by inflation in the past, we can provide no assurance that we will not be affected by higher rates of inflation in China in the future.

## B. Liquidity and Capital Resources

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

|   | For the Year Ended December 31, |                |             |             |
|---|---------------------------------|----------------|-------------|-------------|
|   | 2018                            | 2019           | 2020        |             |
|   | RMB                             | RMB            | RMB         | US\$        |
|   |                                 | (in thousands) |             |             |
| <b>Selected Consolidated Cash Flows Data:</b>   |                                 |                |             |             |
| Net cash provided by operating activities   | 737,286                         | 194,551        | 753,103     | 115,418     |
| Net cash used in investing activities   | (3,196,394)                     | (3,958,277)    | (8,906,821) | (1,365,029) |
| Net cash provided by financing activities   | 4,974,810                       | 5,078,842      | 8,335,419   | 1,277,458   |
| Effect of exchange rate changes on cash and cash equivalents held in foreign currencies | 261,447                         | 107,513        | (466,252)   | (71,456)    |
| Net increase in cash and cash equivalents   | 2,777,149                       | 1,422,629      | (284,551)   | (43,609)    |
| Cash and cash equivalents at beginning of the year                                      | 762,882                         | 3,540,031      | 4,962,660   | 760,561     |
| Cash and cash equivalents at end of the year  | 3,540,031                       | 4,962,660      | 4,678,109   | 716,952     |

Our principal sources of liquidity have been cash generated from operating activities, as well as the proceeds we received from our public offerings of ordinary shares and other financing activities. As of December 31, 2018, 2019 and 2020, respectively, our cash and cash equivalents were RMB3,540.0 million, RMB4,962.7 million and RMB4,678.1 million (US\$717.0 million). Our cash and cash equivalents mainly represent cash on hand, demand deposits placed with large reputable banks in the United States and China, and highly liquid investments that are readily convertible to known amounts of cash and with original terms of three months or less. We entered into a one-year RMB500.0 million revolving loan facility provided by certain financial institution. As of December 31, 2020, such credit facility has not been utilized.

Our financing activities primarily consist of issuance and sale of our shares and convertible senior notes to investors. In March 2018, we raised from our initial public offering US\$443.3 million in net proceeds after deducting underwriting commissions and the offering expenses payable by us. In October 2018, we entered into a definitive agreement with Tencent, for Tencent to invest an aggregate amount of US\$317.2 million in our company after deducting transaction expenses. In April 2019, we issued US\$500 million in an aggregate principal amount of convertible senior notes due 2026. Concurrently with the issuance of 2026 Notes, we completed a registered offering of ADSs, where we offered 14,173,813 ADSs at a price of US\$18.00 per ADS. We raised from the 2026 Notes and this concurrent registered offering US\$733.9 million in net proceeds after deducting commissions and the offering expenses. In April 2020, we issued 17,310,696 Class Z ordinary shares to Sony Corporation of America for its investment of US\$399.4 million (RMB2,817.5 million) in cash after deducting transaction expenses. In June 2020, we issued US\$800 million in aggregate principal amount of convertible senior notes due 2027. We raised from the 2027 Notes US\$786.1 million (RMB5,594.8 million) after deducting commissions and offering expenses.

We believe that our current cash and cash equivalents and our anticipated cash flows from operations will be sufficient to meet our anticipated working capital requirements and capital expenditures for at least the next 12 months. However, we may enhance our liquidity position or increase our cash reserve for future investments through additional capital and finance funding. The issuance and sale of additional equity would result in further dilution to our shareholders. The incurrence of indebtedness would result in increased fixed obligations and could result in operating covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

As of December 31, 2020, 45% of our cash and cash equivalents were held in China, and 6% were held by our VIEs and denominated in Renminbi. Although we consolidate the results of our VIEs and their subsidiaries, we only have access to the assets or earnings of our VIEs and their subsidiaries through our contractual arrangements with our VIEs and their shareholders. See “Item 4. Information on the Company—C. Organizational Structure.” For restrictions and limitations on liquidity and capital resources as a result of our corporate structure, see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Holding Company Structure.”

In utilizing the proceeds we received from our initial public offering and other financing activities, we may make additional capital contributions to our PRC subsidiaries, establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, make loans to our PRC subsidiaries, or acquire offshore entities with operations in China in offshore transactions. However, most of these uses are subject to PRC regulations.

We expect that a substantial majority of our future revenues will be denominated in Renminbi. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval as long as certain routine procedural requirements are fulfilled. Therefore, our PRC subsidiaries are allowed to pay dividends in foreign currencies to us without prior SAFE approval by following certain routine procedural requirements. However, approval from or registration with competent government authorities is required where the Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. The PRC government may at its discretion restrict access to foreign currencies for current account transactions in the future.

### ***Operating activities***

Net cash provided by operating activities in 2020 was RMB753.1 million (US\$115.4 million), as compared to net loss of RMB3,054.0 million (US\$468.0 million) in the same period. The difference was primarily due to an increase of RMB734.8 million (US\$112.6 million) in deferred revenue, an increase of RMB651.7 million (US\$99.9 million) in accrued liabilities and other payables and an increase of RMB816.1 million (US\$125.1 million) in accounts payable, partially offset by an increase of RMB417.2 million (US\$63.9 million) in accounts receivable and an increase of RMB610.6 million (US\$93.6 million) in prepayments and other assets. The changes in working capital were attributable to our business expansion, particularly, the expansion of our mobile games operations, diversification of other value-added services offerings and increased advertising revenues, and the increase in sales and marketing expenses. The principal non-cash items affecting the difference between our net loss and our net cash provided by operating activities in 2020 were RMB1,721.6 million (US\$263.9 million) in depreciation and amortization of property and equipment, and intangible assets, and RMB385.9 million (US\$59.1 million) in share-based compensation expenses.

Net cash provided by operating activities in 2019 was RMB194.6 million, as compared to net loss of RMB1,303.6 million in the same period. The difference was primarily due to an increase of RMB586.9 million in accounts payable, an increase of RMB354.0 million in deferred revenue and an increase of RMB277.9 million in accrued liabilities and other payables, partially offset by an increase of RMB508.5 million in prepayments and other assets, and an increase of RMB399.0 million in accounts receivable. The changes in working capital were attributable to our business expansion, particularly, the expansion of our mobile games operations and value-added services offerings, and the increase in channel and marketing promotional expenses. The principal non-cash items affecting the difference between our net loss and our net cash provided by operating activities in 2019 were RMB1,097.4 million in depreciation and amortization, RMB172.6 million in share-based compensation expenses, and RMB148.8 million in disposal gain of long-term investments and subsidiaries. The intangible assets being amortized consist of licensed copyrights of content, licensed rights of mobile games, and domain names.

Net cash provided by operating activities in 2018 was RMB737.3 million, as compared to net loss of RMB565.0 million in the same period. The difference was primarily due to an increase of RMB398.6 million in deferred revenue and an increase of RMB345.9 million in accounts payable, partially offset by an increase in prepayments and other assets of RMB540.6 million. The increases in deferred revenue, accounts payable and prepayments and other assets were attributable to our business expansion, particularly, the expansion of our mobile games operations and value-added services offerings. The principal non-cash items affecting the difference between our net loss and our net cash provided by operating activities in 2018 were RMB642.4 million in depreciation and amortization, RMB181.2 million in share-based compensation expenses, gains of RMB144.4 million in revaluation of previously held equity interests, RMB46.4 million in impairment charge of long-term investments, and losses of RMB2.1 million in fair value changes and re-measurement of long-term investments.

### ***Investing activities***

Net cash used in investing activities in 2020 was RMB8,906.8 million (US\$1,365.0 million), primarily due to purchase of short-term investments, primarily including money market funds, financial products with variable interest rates referenced to performance of underlying assets issued by commercial banks or other financial institutions and publicly traded companies of RMB26.7 billion (US\$4.1 billion), placements of time deposits of RMB10.9 billion (US\$1.7 billion), cash paid for long term investments including loans of RMB1.3 billion (US\$193.3 million) and purchase of intangible assets of RMB1.6 billion (US\$250.9 million), which primarily consist of licensed copyrights of video content, partially offset by proceeds from maturities of short-term investments of RMB24.9 billion (US\$3.8 billion) and maturity of time deposits of RMB7.7 billion (US\$1.2 billion).

Net cash used in investing activities in 2019 was RMB4.0 billion, primarily due to purchase of short-term investments, including money market funds, financial products with variable interest rates referenced to performance of underlying assets issued by commercial banks or other financial institutions and publicly traded companies of RMB10.0 billion, placement of time deposits of RMB4.9 billion, purchase of intangible assets of RMB1.3 billion, and cash paid for long-term investments including loans of RMB1.2 billion, partially offset by proceeds from maturities of short-term investments of RMB10.0 billion and maturity of time deposits of RMB3.9 billion.

Net cash used in investing activities in 2018 was RMB3.2 billion, primarily due to purchase of short-term investments, including money market funds and investments in financial instruments with variable interest rates referenced to performance of underlying assets, of RMB6.7 billion, purchase of time deposits of RMB750.5 million, purchase of intangible assets of RMB1.0 billion, purchase of property and equipment of RMB293.6 million, cash paid on long-term investments of RMB565.1 million and cash paid on acquisition of subsidiaries of RMB135.8 million, partially offset by proceeds from maturities of short-term investments of RMB6.3 billion.

#### ***Financing activities***

Net cash provided by financing activities in 2020 was RMB8,335.4 million (US\$1,277.5 million), primarily attributable to the proceeds we received from our offering of 2027 Notes of RMB5.6 billion (US\$857.4 million) and the proceeds we received from our issuance of Class Z ordinary shares to Sony Corporation of America of RMB2.8 billion (US\$431.8 million).

Net cash provided by financing activities in 2019 was RMB5.1 billion, primarily attributable to the proceeds we received from our offerings of 2026 Notes of RMB3.4 billion and the proceeds we received from our public offerings of ordinary shares of RMB1.6 billion.

Net cash provided by financing activities in 2018 was RMB5.0 billion, primarily attributable to net proceeds from our initial public offering in March 2018 and Tencent's investment.

#### ***Capital expenditures***

Our capital expenditures are primarily incurred for purchases of intangible assets and property and equipment. Our capital expenditures were RMB1.3 billion in 2018, RMB1.6 billion in 2019 and RMB2.2 billion (US\$343.1 million) in 2020. Purchases of intangible assets, which primarily consist of licensed copyrights of video content, accounted for 78.0%, 81.1% and 73.1% of our total capital expenditures in 2018, 2019 and 2020, respectively. We intend to fund our future capital expenditures with our existing cash balance and other financing alternatives. We will continue to make capital expenditures to support the growth of our business.

#### **Holding Company Structure**

Bilibili Inc. is a holding company with no material operations of its own. We conduct our operations primarily through our PRC subsidiaries, our VIEs and their subsidiaries in China. As a result, Bilibili Inc.'s ability to pay dividends depends upon dividends paid by our PRC subsidiaries. If our existing PRC subsidiaries or any newly formed ones incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our wholly foreign-owned subsidiaries in China are permitted to pay dividends to us only out of its retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Under PRC law, each of our subsidiaries and our VIEs in China is required to set aside at least 10% of its after-tax profits each year, if any, to fund certain statutory reserve funds until such reserve funds reach 50% of their registered capital. In addition, our wholly foreign-owned subsidiaries in China may allocate a portion of their after-tax profits based on PRC accounting standards to enterprise expansion funds and staff bonus and welfare funds at their discretion, and our VIEs may allocate a portion of its after-tax profits based on PRC accounting standards to a surplus fund at their discretion. The statutory reserve funds and the discretionary funds are not distributable as cash dividends. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by SAFE. Our PRC subsidiaries have not paid dividends and will not be able to pay dividends until they generate accumulated profits and meet the requirements for statutory reserve funds.

**C. Research and Development, Patents and Licenses, Etc.**

**Technology, Research and Development**

Our technology platform has been designed for reliability, scalability and flexibility and is administered by our in-house technology department. We have access to a network of approximately 21,000 self-owned and more than 7,100 leased servers across China with power supply and power generator backup as of December 31, 2020. This structure, along with other features described below, contributes to the reliability, scalability and efficiency of our network.

*AI and big data analytics.* Artificial intelligence, or AI, is particularly suitable for reviewing and screening content by recognizing and analyzing patterns and connections. As the varieties and quantity of content and user interactions continue to increase, AI capabilities are critical for us to control our operating costs and enhance user experience. We utilize big data analytics to create an interest profile for each user account based on user's actions such as post, bullet chatting, comment, like and follow, and demographic data such as age, gender and geography. Empowered by our AI capabilities, our interest profile allows us to personalize user interface and push content to our users that they are more likely to find interesting and relevant.

We also leverage AI technology in content management and review procedures to monitor the content uploaded to our platform to detect inappropriate or illegal content and to promptly remove any infringing content. Our proprietary AI-based screening system automatically flags and screens out newly uploaded videos that have privacy issues or contain illegal or inappropriate content by comparing them with copyrighted or objectionable videos stored in our own in-house "black list" databases and identifying those with similar codes, *i.e.*, the key words in the video contents. Utilizing various technology models and samples gathered internally or based on regulatory requirements, we build, maintain and continuously update our databases to meet the changing regulatory requirements. Once the content is processed by this technology screening system, the system then extracts fingerprint trails (the technical features that identify and distinguish a video) from the content and sends them to our content screening team for the second-level review. All of the other content, primarily consisting of bullet chats posted by users, is also automatically filtered by our screening system, which utilizes an AI-based screening system to conduct semantic analysis on bullet chats to analyse, identify and screen out inappropriate bullet chats. Utilizing our proprietary technology, upon user's instruction to block certain key words in the bullet chats, our platform can execute this instruction while still streaming the video on a real-time basis without re-loading the entire video. Given the limited space for bullet chats, we employ our proprietary technology to conduct semantic analysis of the favorites, blocks and comments previously made by the users, understand each user's unique preference and customarily filter the bullet chats, so that each user's bullet chatting viewing experience is customized.

We have developed a series of big data analytics technology and obtained a number of patents in relation to big data storage and computation, interactive query, real-time computation, and other infrastructure, so as to process and analyze a huge amount of data real time with accuracy and stability. For example, we invented a system and methodology to monitor real-time data stream in multi-link transmission which can accurately analyze big data real-time transmission, spot inconsistency in the system within minutes, and promptly react to and notify such issues. This technology is applied in data integration, an infrastructure in the big data analytics field, to ensure the completeness of data integration and to facilitate the accuracy of big data analytics, as big data storage, calculation, visualization, application and other upper modules are all computed based on the data generated from the data integration. We also invented a methodology and middleware to access data by combining centralized database, centralized memory cache, local memory cache and local documents cache, so as to improve the stability of the system upon centralized access to data and the efficiency of the system upon large amount of data access, while preventing data inconsistency.

*Cloud.* Due to the nature of the products and services we offer, we have a high demand for storage and computing capacities to enhance the functionalities of our video player, including running algorithms to produce content recommendations. We have developed an advanced cloud system that meets the operational needs of our platform while reducing operating costs.

*Content distribution network.* Our web server technology focuses on reducing bandwidth use while enhancing user experience through utilizing our content distribution network, or CDN, system. Our CDN components are strategically deployed in the cities where our users concentrate, enabling users to access a copy of the content closest to them so that content loading time is minimized. Our proprietary CDN system enhances network efficiency by managing and optimizing the workload of the servers through real-time optimization and distribution. This technology allows users to upload content without compression and enables viewing of content in higher definition.



*Real-time monitoring and support.* We have a network operation support team responsible for stability and security of our network on a 24-hour, seven-days-a-week basis. The primary responsibilities of the team members consist of monitoring system performance, troubleshooting, detecting system error, random sample testing on servers, maintaining equipment, and testing, evaluating and installing hardware and software.


We are passionate about developing new and innovative products and services that will create more exciting experience for our users, which also enhanced our technology-enabled commercialization capabilities. We incurred RMB537.5 million, RMB894.4 million and RMB1,513.0 million (US\$231.9 million) research and development expenses in 2018, 2019 and 2020, respectively. The increase was primarily due to increased headcount in research and development personnel and increased share-based compensation expenses. As of December 31, 2020, our products and technology team consisted of 3,898 members, including software engineers, designers and product managers, compared to 1,470 and 2,043 members as of December 31, 2018 and December 31, 2019, respectively. They are responsible for developing, operating and maintaining our products, including mobile games, live broadcasting and value-added services, and our communities.

#### **Customers and Suppliers**

We have a broad base of customers, and our five largest customers accounted for less than 6% of our total revenues for each of the years ended December 31, 2018, 2019 and 2020.

Our five largest suppliers accounted for less than 30% of cost of revenues and operating expenses for each of the years ended December 31, 2018, 2019 and 2020. Our top suppliers primarily include our distribution channels, game and content licensors, marketing suppliers, cloud and data service providers and e-commerce merchandise suppliers.

#### **Intellectual Property**

We seek to protect our technology, including our proprietary technology infrastructure and core software system, through a combination of patents, copyrights, trademarks, trade secrets and confidentiality agreements. As of December 31, 2020, we have registered approximately 459 patents, 467 registered copyrights, 270 registered domain names, including [www.bilibili.com](http://www.bilibili.com), and 2,987 registered trademarks, including “”. In addition, we had submitted approximately 808 additional patent applications and 1,833 trademark applications.

We intend to protect our technology and proprietary rights vigorously, but there can be no assurance that our efforts will be successful. Even if our efforts are successful, we may incur significant costs in defending our rights. From time to time, third parties may initiate litigation against us alleging infringement of their proprietary rights or declaring their non-infringement of our intellectual property rights. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—We may be subject to intellectual property infringement claims or other allegations, which could result in material damage to our reputation and brand, payment of substantial damages, penalties and fines, removal of relevant content from our platform or seeking license arrangements which may not be available on commercially reasonable terms” and “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—We may not be able to prevent others from engaging in unauthorized use of our intellectual property, unfair competition, defamation or other violations of our rights, which could harm our business and competitive position.”

#### **D. Trend Information**

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events since January 1, 2020 to December 31, 2020 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

#### **E. Off-balance Sheet Arrangements**

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

**F. Tabular Disclosure of Contractual Obligations**

The following table sets forth our contractual obligations as of December 31, 2020:

|  | Payment due by December 31, |                |                |                |                |                  |
|--|-----------------------------|----------------|----------------|----------------|----------------|------------------|
|  | Total                       | 2021           | 2022           | 2023           | 2024           | After            |
|  | (in RMB thousands)          |                |                |                |                |                  |
| Operating lease commitments <sup>(1)</sup> | 496,433                     | 156,869        | 171,923        | 106,253        | 43,575         | 17,813           |
| Long-term debt obligations <sup>(2)</sup>  | 9,151,355                   | 110,108        | 110,108        | 110,108        | 110,108        | 8,710,923        |
| Purchase obligation <sup>(3)</sup>         | 622,500                     | 377,500        | 200,000        | 45,000         | —              | —                |
| <b>Total</b>                               | <b>10,270,288</b>           | <b>644,477</b> | <b>482,031</b> | <b>261,361</b> | <b>153,683</b> | <b>8,728,736</b> |

Notes:

- (1) Operating lease commitments consist of the commitments under the lease agreements for our office premises.
- (2) Long-term debt obligations consist of the principal amount and cash interests in connection with the 2026 Notes and 2027 Notes.
- (3) Purchase obligation consists of the commitment under the contract signed in September 2020 to purchase the three-year license for live broadcasting the League of Legends World Championship in China starting from 2020 at an aggregate purchase price of RMB800 million (US\$122.6 million). The unpaid purchase price was RMB622.5 million (US\$95.4 million) as of December 31, 2020.

Other than as shown above, we did not have any significant capital and other commitments, long-term obligations or guarantees as of December 31, 2020.

**G. Safe Harbor**

This annual report on Form 20-F contains forward-looking statements. These statements are made under the “safe harbor” provisions of Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements can be identified by terminology such as “will,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates,” “may,” “intend,” “is currently reviewing,” “it is possible,” “subject to” and similar statements. Among other things, the sections titled “Item 3. Key Information—D. Risk Factors,” “Item 4. Information on the Company,” and “Item 5. Operating and Financial Review and Prospects” in this annual report on Form 20-F, as well as our strategic and operational plans, contain forward-looking statements. We may also make written or oral forward-looking statements in our filings with the SEC, in our annual report to shareholders, in press releases and other written materials and in oral statements made by our officers, directors or employees to third parties. Statements that are not historical facts, including statements about our beliefs and expectations, are forward-looking statements and are subject to change, and such change may be material and may have a material and adverse effect on our financial condition and results of operations for one or more prior periods. Forward-looking statements involve inherent risks and uncertainties. A number of important factors could cause actual results to differ materially from those contained, either expressly or impliedly, in any of the forward-looking statements in this annual report on Form 20-F.

All information provided in this annual report on Form 20-F and in the exhibits is as of the date of this annual report on Form 20-F, and we do not undertake any obligation to update any such information, except as required under applicable law.

**ITEM6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES****A. Directors and Senior Management**

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

| <u>Directors and Executive Officers</u> | <u>Age</u> | <u>Position/Title</u>   |
|---|------------|---|
| Rui Chen                                | 43         | Chairman of the Board of Directors and Chief Executive Officer        |
| Yi Xu                                   | 31         | Founder, Director and President                                       |
| Ni Li                                   | 35         | Vice Chairwoman of the Board of Directors and Chief Operating Officer |
| JP Gan                                  | 49         | Independent Director  |
| Eric He                                 | 60         | Independent Director  |
| Feng Li                                 | 47         | Independent Director  |
| Guoqi Ding                              | 51         | Independent Director  |
| Xin Fan                                 | 41         | Chief Financial Officer   |

*Rui Chen* has served as our chairman of the board of directors and chief executive officer since November 2014. He is a serial entrepreneur with more than 15 years of experience in the Internet and technology-related industries in China. Mr. Chen led our strategic development since our founding. With long-term thinking, he spearheaded a series of strategic initiatives which transformed our company to a full-spectrum video community covering a wide array of content categories and diverse video consumption scenarios. Mr. Chen formulated the strategy of “community first,” and continuously investing in high-quality content. Under his leadership, Bilibili built a healthy and prosperous content ecosystem, which was crucial for us to stay attractive to young generations. At the same time, Mr. Chen led the construction of our business model, and guided the rapid development in multiple business areas.

Prior to joining us, Mr. Chen co-founded Cheetah Mobile Inc., a mobile internet company listed on the New York Stock Exchange (NYSE: CMCM). In 2009, Mr. Chen founded Beike Internet Security Co., Ltd. and served as its chief executive officer from 2009 to 2010. Prior to that, Mr. Chen served as general manager of Internet security research and development at Kingsoft Corporation Limited (SEHK:03888), a leading software and internet service company listed on the Hong Kong Stock Exchange, from 2001 to 2008. Mr. Chen was named by Fortune Magazine as one of China’s “40 Under 40,” a list of the most influential people in business under the age of 40 in China. Mr. Chen received his bachelor’s degree from Chengdu University of Information Technology in 2001.

*Yi Xu* founded our website in 2009 (which culminated into the commencement of our commercial operations in 2011 and the founding of our company in 2013) and has served as our director and president since December 2013. Mr. Xu has guided the technological development of our company and played an instrumental role in developing various ground-breaking interactive features such as bullet chatting. Throughout the years, Mr. Xu has sought innovative ways to refine, and add new functions to, bullet chatting, which remains one of the most significant interactive features on our online platform. He has also contributed to constant design improvements of the user interface of the our online platform. Mr. Xu has also been an opinion leader in our online communities since our inception and led the prosperity of community culture among users, thereby strengthening a strong sense of belonging among users and fostering a vibrant “Bilibili” community. Mr. Xu received his associate degree from Beijing University of Posts and Telecommunications in 2010.

*Ni Li* has served as our chief operating officer since November 2014 and vice chairwoman of our board of directors since January 2015. Ms. Li oversees our overall operations and leads the strategic functions including content ecosystem development, monetization initiatives, strategic planning, investments and brand marketing. In the past two years, Ms. Li has built a strong business and operational team. Under her leadership, the team successfully produced blockbusters including New Year’s Eve Gala event and Hou Lang, significantly enhancing Bilibili’s brand awareness and driving the user and revenue growth. Ms. Li has served as a non-executive director of Huanxi Media Group Limited (SEHK: 1003) since September 2020. Prior to joining us, Ms. Li was in charge of human resources operations at Cheetah Mobile (NYSE: CMCM) from 2013 to 2014. Previously, Ms. Li founded Goalcareer, a consulting firm serving Fortune 500 companies and startups with a focus in the semiconductor, telecommunication and internet sectors, and worked as its chief executive officer from 2008 to 2012. Ms. Li received her bachelor’s degree in law from Lingnan Normal University in 2008.

*JP Gan* has served as our director since January 2015. Mr. Gan has been a founding partner of INCE Capital Limited since 2019. From 2006 to 2019, Mr. Gan was a managing partner of Qiming Venture Partners. From 2005 to 2006, Mr. Gan was the chief financial officer of KongZhong Corporation. Mr. Gan is also an independent director of Trip.com Group Ltd. (Nasdaq: TCOM). Mr. Gan received his bachelor’s degree in business administration from the University of Iowa in 1994 and his MBA degree from the University of Chicago Booth School of Business in 1999.

*Eric He* has served as our director since March 2018. He currently also serves as an independent director of 51job (Nasdaq: JOBS). Mr. He had served as chief financial officer of JOYY Inc. (previously known as YY Inc.) (Nasdaq: YY) from August 2011 to May 2017. Prior to that, Mr. He served as chief financial officer of Giant Interactive Group, Inc. from March 2007 to August 2011. He served as chief strategy officer of Ninetowns Internet Technology Group from 2004 to 2007. Mr. He received a bachelor's degree in accounting from National Taipei University and an MBA degree from the Wharton School of Business at the University of Pennsylvania. Mr. He is a Chartered Financial Analyst in the United States and was certified as a member of American Institute of Certified Public Accountants in 1991. Mr. He has served as an independent director of Agora, Inc. (Nasdaq: API) since June 2020.

*Feng Li* previously served as our director from November 2014 to May 2016, and started to serve as our director again in February 2019. Mr. Li is the founder and CEO of Shanghai Ziyou Investment Management Limited, also known as FreeS Fund, a venture capital firm that managing funds primarily invests in early and growth stage startups in China and overseas, and focuses on the industries of upgraded consuming, key sensors and ic, A.I. and biotech. Prior to founding FreeS Fund, Mr. Li worked as a partner in the venture capital department in IDG Capital, a global network of private equity and venture capital firms. Prior to that, Mr. Li served as deputy vice president of New Oriental School, a leading English teaching and learning school in China. Mr. Li currently serves as a board member of several private internet and technology companies based in China. Mr. Li received his bachelor's degree in Chemistry from Peking University in 1996 and his master's degree in Chemistry from the University of Rochester in 1998.

*Guoqi Ding* has served as our director since May 2020. Since 2019, Mr. Guoqi Ding has served as chairman of the board of Zhiqin Management Consulting Ltd., a China-based consulting service provider, and an independent director on the board of Dian Diagnostics Group Co., Ltd., (SHE: 300244) a China-based medical diagnosis outsourcing service provider listed on Shenzhen Stock Exchange since 2017. Between 2004 and 2017, Mr. Ding held various positions, including chief financial officer, at Fosun International Limited, one of the largest investment groups in China. Between 2012 and 2017, Mr. Ding also served as a board member of several companies based in China, including Shanghai Forte Land Company Limited, one of China's largest real estate developers. Mr. Ding received his bachelor's degree in Finance and Economics from Shanghai University of Finance and Economics, and was recognized as an accountant by Ministry of Finance of the People's Republic of China in 1997.

*Xin Fan* has served as our chief financial officer since September 2017. Prior to that, Mr. Fan served as our vice president of finance since April 2016. Before joining our Company, Mr. Fan served as a finance director at NetEase (Nasdaq: NTESS; HKEX: 9999) from 2011 to 2016. Prior to 2011, Mr. Fan held various positions at KPMG Huazhen for an aggregate of eight years and served as a senior manager there from 2008 to 2011. Mr. Fan currently also serves as an independent director of UP Fintech Holding Limited (Nasdaq: TIGR) and GSX Techedu Inc. (NYSE: GSX). Mr. Fan received his bachelor's degree in international accounting from Shanghai University of Finance and Economics in 2001. Mr. Fan is a regular member of the American Institute of Certified Public Accountants and a certified public accountant in China. He also holds licenses as chartered global management accountant and chartered certified accountant in the United Kingdom.

## **B. Compensation**

For the fiscal year ended December 31, 2020, we paid an aggregate of approximately RMB9.4 million (US\$1.4 million) in cash to our executive officers, and approximately RMB1.8 million (US\$0.3 million) in cash to our non-executive directors. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors.

Our PRC subsidiaries and VIEs are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund.

## Share Incentive Plans

In November 2014, our board of directors approved a global share incentive plan, or the Global Share Plan, to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants and promote the success of our business. In February 2018, our shareholders and board of directors adopted the 2018 share incentive plan, or the 2018 Plan, to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants and promote the success of our business. We subsequently amended our 2018 Plan in March 2020 by unanimous written approval of our board of directors.

As of January 31, 2021, the maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the Global Share Plan is 19,880,315 ordinary shares, subject to amendment. The maximum aggregate number of shares which may be issued pursuant to all awards under the 2018 Plan, or the Award Pool, is initially 6,962,069, provided that, in the event that the aggregate number of shares which may be issued pursuant to all granted awards (including incentive share options) reaches 6,962,069, thereafter the Award Pool of the 2018 Plan shall be increased automatically if and whenever the unissued shares reserved accounts for less than 0.5% of the total number of shares of our Company issued and outstanding on the last day of the immediately preceding fiscal year (excluding issued shares reserved for future option exercise and restricted share unit vesting), as a result of which increase the shares unissued and reserved in the Award Pool immediately after each such increase shall equal to 2.5% of the total number of shares of our Company issued and outstanding on the last day of the immediately preceding fiscal year (excluding issued shares reserved for future option exercise and restricted share unit vesting).

The aggregate number of Class Z Ordinary Shares available for future grant under the Global Share Plan and the 2018 Plan was 6,095,351 as of January 31, 2021.

The following paragraphs describe the principal terms of the Global Share Plan and the 2018 Plan.

**Types of Awards.** The Global Share Plan and the 2018 Plan both permit the awards of options, restricted shares, restricted share units or any other type of awards approved by the plan administrator.

**Plan Administration.** Our chairman of the board of directors or a committee of one or more members of the board of directors will administer the Global Share Plan. The chairman or the committee, as applicable, will determine the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each award under the Global Share Plan. The full board of directors will conduct the general administration of the Global Share Plan if required by applicable laws and with respect to awards granted to the chairman of the board of directors, the committee members (if applicable), independent directors and executive officers of our Company. Our board of directors or a committee of one or more members of the board of directors will administer the 2018 Plan. The committee or the full board of directors, as applicable, will determine the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each award under the 2018 Plan.

**Award Agreement.** Awards granted under the Global Share Plan and the 2018 Plan are evidenced by an award agreement that sets forth terms, conditions and limitations for each award, which may include the term of the award, the provisions applicable in the event that the grantee's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

**Eligibility.** We may grant awards to our employees, directors and consultants of our Company under each of the Global Share Plan and the 2018 Plan. In addition, under the 2018 Plan, we may grant options that are intended to qualify as incentive share options only to our employees and employees of our parent companies and subsidiaries.

**Vesting Schedule.** Under each of the Global Share Plan and the 2018 Plan, in general, the plan administrator determines the vesting schedule, which is specified in the relevant award agreement.

**Exercise of Options.** Under each of the Global Share Plan and the 2018 Plan, the plan administrator determines the exercise price for each award, which is stated in the award agreement. The vested portion of option will expire if not exercised prior to the time as the plan administrator determines at the time of its grant. However, the maximum exercisable term is ten years from the date of a grant.

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**Transfer Restrictions.** Under each of the Global Share Plan and the 2018 Plan, awards may not be transferred in any manner by the participant other than in accordance with the exceptions provided in the Global Share Plan or the relevant award agreement or otherwise determined by the plan administrator, such as transfers by will or the laws of descent and distribution.

**Termination and Amendment.** Unless terminated earlier, each of the Global Share Plan and the 2018 Plan, has a term of ten years. The plan administrator has the authority to terminate, amend or modify the Global Share Plan. Our board of directors has the authority to amend or terminate the 2018 Plan. Except with respect to amendments made by the plan administrator, no termination, amendment or modification may adversely affect in any material way any awards previously granted pursuant to each of the Global Share Plan and the 2018 Plan unless agreed by the participant.

The following table summarizes, as of January 31, 2021, the number of ordinary shares underlying outstanding options granted to several of our directors and executive officers and to other individuals as a group under the Global Share Plan and the 2018 Plan, excluding awards that were forfeited or cancelled after the relevant grant dates.

| <b>Name</b>    | <b>Ordinary Shares Underlying Options Awarded</b> | <b>Exercise Price (US\$/Share)</b> | <b>Date of Grant</b>                          | <b>Date of Expiration</b>                     |
|----------------|---|------------------------------------|---|---|
| Rui Chen       | *   | From nominal to US\$20.26          | March 2020<br>November 2020                   | March 2027<br>November 2027                   |
| Yi Xu          | —   |                                    |   |   |
| Ni Li          | *   | Nominal                            | November 2020                                 | November 2027                                 |
| Xin Fan        | *   | From nominal to US\$20.26          | Various dates from April 2016 to March 2020   | Various dates from April 2022 to March 2027   |
| Other grantees | 14,240,166  | From nominal to US\$20.26          | Various dates from July 2014 to December 2020 | Various dates from July 2020 to December 2027 |
| Total          | 22,265,166  |                                    |   |   |

Note:

\* Less than 1% of our total outstanding shares.

### **Equity Incentive Trusts**

Bilibili Inc. Global Share Incentive Trust and Bilibili Inc. Special Share Incentive Trust, which we collectively refer to as the Equity Incentive Trusts, were established under their respective trust deeds, each dated November 28, 2017, between us and Ark Trust (Hong Kong) Limited, or Ark Trust, as trustee of each of the Equity Incentive Trusts. Through the Equity Incentive Trusts, our ordinary shares and other rights and interests under awards granted pursuant to our Global Share Plan may be provided to certain of recipients of equity awards. The participants in the Equity Incentive Trusts include our employees and certain of our executive officers.

Participants in the Equity Incentive Trusts transfer their equity awards to Ark Trust to be held for their benefit. Upon satisfaction of vesting conditions and request by grant recipients, Ark Trust will exercise the equity awards and transfer the relevant ordinary shares and other rights and interest under the equity awards to the relevant grant recipients with the consent of the trust administrator. Each of the trust deeds provides that Ark Trust shall not exercise the voting rights attached to such ordinary shares unless otherwise directed by the trust administrator, which is an authorized representative of our company.

## C. **Board Practices**

### **Board of Directors**

Our board of directors consists of seven directors. A director is not required to hold any shares in our company by way of qualification. Subject to the Nasdaq Stock Market rules, a director may vote with respect to any contract, proposed contract or arrangement in which he is materially interested provided (a) such director, if his interest in such contract or arrangement is material, has declared the nature of his interest at the earliest meeting of the board at which it is practicable for him to do so, either specifically or by way of a general notice and (b) if such contract or arrangement is a transaction with a related party, such transaction has been approved by the audit committee. The directors may exercise all the powers of the company to borrow money, mortgage its undertaking, property and uncalled capital, and issue debentures or other securities whenever money is borrowed or as security for any obligation of the company or of any third party. None of our non-executive directors has a service contract with us that provides for benefits upon termination of service.

### **Committees of the Board of Directors**

We have established three committees under the board of directors: an audit committee, a compensation committee and a nominating and corporate governance committee. We have adopted a charter for each of the three committees. Each committee's members and functions are described below.

*Audit Committee.* Our audit committee consists of Eric He, JP Gan and Feng Li. Eric He is the chairman of our audit committee. We have determined that Eric He, JP Gan and Feng Li each satisfies the "independence" requirements of Rule 5605(c)(2) of the Nasdaq Stock Market Rules and meet the independence standards under Rule 10A-3 under the Exchange Act, as amended. We have determined that Eric He qualifies as an "audit committee financial expert." The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- reviewing and approving all proposed related party transactions;
- meeting separately and periodically with management and the independent auditors; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

*Compensation Committee.* Our compensation committee consists of JP Gan, Eric He and Feng Li. JP Gan is the chairman of our compensation committee. We have determined that JP Gan, Eric He and Feng Li each satisfies the "independence" requirements of Rule 5605(a)(2) of the Nasdaq Stock Market Rules. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving, or recommending to the board for its approval, the compensation for our chief executive officer and other executive officers;



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- reviewing and recommending to the board for determination with respect to the compensation of our non-employee directors;
- reviewing periodically and approving any incentive compensation or equity plans, programs or similar arrangements; and
- selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person's independence from management.

*Nominating and Corporate Governance Committee.* Our nominating and corporate governance committee consists of JP Gan, Eric He and Feng Li. JP Gan is the chairman of our nominating and corporate governance committee. JP Gan, Eric He and Feng Li each satisfies the "independence" requirements of Rule 5605(a)(2) of the Nasdaq Stock Market Rules. The nominating and corporate governance committee assists the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee is responsible for, among other things:

- selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity;
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board; and
- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

### **Duties of Directors**

Under Cayman Islands law, our directors have a duty to act honestly, in good faith and with a view to our best interests. Our directors also have a duty to exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association and the class rights vested thereunder in the holders of the shares. A shareholder may in certain circumstances have rights to damages if a duty owed by the directors is breached.

Our board of directors has all the powers necessary for managing, and for directing and supervising, our business affairs. The functions and powers of our board of directors include, among others:

- convening shareholders' annual general meetings and reporting its work to shareholders at such meetings;
- declaring dividends and distributions;
- appointing officers and determining the term of office of the officers;
- exercising the borrowing powers of our company and mortgaging the property of our company; and
- approving the transfer of shares in our company, including the registration of such shares in our share register.

### **Terms of Directors and Officers**

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

**D. Employees**

We had 3,033, 4,791 and 8,646 employees as of December 31, 2018, 2019 and 2020, respectively. The following table sets forth the numbers of our employees categorized by function as of December 31, 2020 by function:

| <b>Function:</b>                              | <b>As of December 31, 2020</b> |
|---|--------------------------------|
| Platform operations                           | 641                            |
| Products and technology                       | 3,898                          |
| Content operations                            | 1,186                          |
| Content audit                                 | 2,413                          |
| Management, sales, finance and administration | 508                            |
| Total   | <u>8,646</u>                   |

As of December 31, 2020, we had 6,118 employees in Shanghai, 866 employees in Wuhan, 515 employees in Beijing and 1,147 employees in other locations.

As required under PRC regulations, we participate in housing funds and various employee social security plans that are organized by applicable local municipal and provincial governments, including housing funds, pension, maternity, medical, work-related injury and unemployment benefit plans, under which we make contributions at specified percentages of the salaries of our employees. We also purchase commercial health and accidental insurance for our employees. Bonuses are generally discretionary and based in part on employee performance and in part on the overall performance of our business. We have granted and plan to continue to grant share-based incentive awards to our employees in the future to incentivize their contributions to our growth and development.

We enter into standard confidentiality and employment agreements with our key employees. The contracts with our key personnel typically include a standard non-compete agreement that prohibits the employee from competing with us, directly or indirectly, during his or her employment and for at least one year after the termination of his or her employment.

**E. Share Ownership**

Except as otherwise noted, the following table sets forth information with respect to the beneficial ownership of our ordinary shares as of January 31, 2021 by:

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

The calculations in the table below are based on 83,715,114 Class Y ordinary shares and 268,594,887 Class Z ordinary shares outstanding as of January 31, 2021 (excluding 3,302,327 Class Z ordinary shares issued and reserved for future issuance upon the exercising or vesting of awards granted under our share incentive plans).

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days after January 31, 2021, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

|  | Ordinary Shares Beneficially Owned |                         |                       |                           |                              |
|--|------------------------------------|-------------------------|-----------------------|---------------------------|------------------------------|
|  | Class Y Ordinary Shares            | Class Z Ordinary Shares | Total Ordinary Shares | % of Beneficial Ownership | % of Aggregate Voting Power† |
| <b>Directors and Executive Officers**:</b>       |                                    |                         |                       |                           |                              |
| Rui Chen <sup>(1)</sup>                          | 49,299,006                         | 629,745                 | 49,928,751            | 14.2%                     | 44.6%                        |
| Yi Xu <sup>(2)</sup>                             | 27,216,108                         | 1,096,100               | 28,312,208            | 8.0%                      | 24.7%                        |
| Ni Li <sup>(3)</sup>                             | 7,200,000                          | 908,300                 | 8,108,300             | 2.3%                      | 6.6%                         |
| JP Gan <sup>(4)</sup>                            | —                                  | *                       | *                     | *                         | *                            |
| Eric He <sup>(5)</sup>                           | —                                  | *                       | *                     | *                         | *                            |
| Feng Li <sup>(6)</sup>                           | —                                  | —                       | —                     | —                         | —                            |
| Guoqi Ding <sup>(7)</sup>                        | —                                  | —                       | —                     | —                         | —                            |
| Xin Fan  | —                                  | *                       | *                     | *                         | *                            |
| All Directors and Executive Officers as a Group  | 83,715,114                         | 3,601,345               | 87,316,459            | 24.8%                     | 76.0%                        |
| <b>Principal Shareholders:</b>                   |                                    |                         |                       |                           |                              |
| Entities affiliated with Rui Chen <sup>(8)</sup> | 49,299,006                         | 629,745                 | 49,928,751            | 14.2%                     | 44.6%                        |
| Tencent entities <sup>(9)</sup>                  | —                                  | 43,749,518              | 43,749,518            | 12.4%                     | 4.0%                         |
| Entity affiliated with Yi Xu <sup>(10)</sup>     | 27,216,108                         | 1,051,100               | 28,267,208            | 8.0%                      | 24.7%                        |
| Taobao China Holding Limited <sup>(11)</sup>     | —                                  | 23,645,657              | 23,645,657            | 6.7%                      | 2.1%                         |

Notes:

- † For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power of all of our Class Y and Class Z ordinary shares as a single class. Each holder of Class Z ordinary shares is entitled to one vote per share and each holder of our Class Y ordinary shares is entitled to ten votes per share on all matters submitted to them for a vote. Our Class Y ordinary shares and Class Z ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law. Our Class Y ordinary shares are convertible at any time by the holder thereof into Class Z ordinary shares on a one-for-one basis.
- \* Less than 1% of our total outstanding shares.
- \*\* Except as otherwise indicated below, the business address of our directors and executive officers is c/o Shanghai Hode Information Technology Co., Ltd., Building 3, Guozheng Center, No. 485 Zhengli Road, Yangpu District, Shanghai, People's Republic of China.
- (1) Represents (i) 49,299,006 Class Y ordinary shares and 495,800 Class Z ordinary shares directly held by Vanship Limited, a business company limited by shares incorporated in British Virgin Islands, and (ii) 133,945 Class Z ordinary shares directly held by Windforce Limited, a business company limited by shares incorporated in British Virgin Islands. Vanship Limited is controlled by The Le Petit Prince Trust, a trust established under the laws of Cayman Islands and managed by TMF (Cayman) Ltd. as the trustee. Mr. Chen is the settlor of The Le Petit Prince Trust, and Mr. Chen and his family members are the trust's beneficiaries. Under the terms of this trust, Mr. Chen has the power to direct the trustee with respect to the retention or disposal of, and the exercise of any voting and other rights attached to, the shares held by Vanship Limited in our company, and, except for Mr. Chen, the other beneficiaries of the trust have no voting rights attached to such shares. There are certain limited circumstances in which the trustee would not be required to comply with such a direction (for example, where a direction may make the trustee subject to criminal sanction or civil liability or where a direction involves a transaction which might have an adverse impact on the reputation of the trustee). The above position would also not apply if Mr. Chen is incapacitated, has released his authority or nominated another person to have such authority in his place. Windforce Limited is controlled by Mr. Chen.
- (2) Represents (i) 27,216,108 Class Y ordinary shares, 151,100 Class Z ordinary shares and 900,000 Class Z ordinary shares in the form of ADSs directly held by Kami Sama Limited, a business company limited by shares incorporated in British Virgin Islands, and (ii) 45,000 Class Z ordinary shares in the form of ADSs held by Mr. Xu. Kami Sama Limited is controlled by The Homur Trust, a trust established under the laws of Cayman Islands and managed by TMF (Cayman) Ltd. as the trustee. Mr. Yi Xu is the settlor of The Homur Trust, and Mr. Xu and his family members are the trust's beneficiaries. Under the terms of this trust, Mr. Xu has the power to direct the trustee with respect to the retention or disposal of, and the exercise of any voting and other rights attached to, the shares held by Kami Sama Limited in our company, and, except for Mr. Xu, the other beneficiaries of the trust have no voting rights attached to such shares. There are certain limited circumstances in which the trustee would not be required to comply with such a direction (for example, where a direction may make the trustee subject to criminal sanction or civil liability or where a direction involves a transaction which might have an adverse impact on the reputation of the trustee). The above position would also not apply if Mr. Xu is incapacitated, has released his authority or nominated another person to have such authority in his place.

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- (3) Represents 7,200,000 Class Y ordinary shares and 908,300 Class Z ordinary shares directly held by Saber Lily Limited, a business company limited by shares incorporated in British Virgin Islands. Saber Lily Limited is controlled by The Fortuna Trust, a trust established under the laws of Cayman Islands and managed by TMF (Cayman) Ltd. as the trustee. Ms. Li is the settlor of The Fortuna Trust, and Ms. Li and her family members are the trust's beneficiaries. Under the terms of this trust, Ms. Li has the power to direct the trustee with respect to the retention or disposal of, and the exercise of any voting and other rights attached to, the shares held by Saber Lily Limited in our company, and, except for Ms. Li, the other beneficiaries of the trust have no voting rights attached to such shares. There are certain limited circumstances in which the trustee would not be required to comply with such a direction (for example, where a direction may make the trustee subject to criminal sanction or civil liability or where a direction involves a transaction which might have an adverse impact on the reputation of the trustee). The above position would also not apply if Ms. Li is incapacitated, has released her authority or nominated another person to have such authority in her place.
- (4) The business address of Mr. JP Gan is Suite 909, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong.
- (5) The business address of Mr. Eric He is 2F-1, No. 495, Guangfu S. Road, Xinyi District, Taipei City 110007, Taiwan.
- (6) The business address of Mr. Feng Li is Room 701, Tower 1, Liangmaqiao Diplomatic Office Building, No 19 Dongfangdong Road, Chaoyang District, Beijing, People's Republic of China.
- (7) The business address of Mr. Guoqi Ding is 1500 Changyi Road, Building 1, Room 902, Pudong New Area, Shanghai, People's Republic of China.
- (8) Represents (i) 49,299,006 Class Y ordinary shares and 495,800 Class Z ordinary shares directly held by Vanship Limited, a business company limited by shares incorporated in British Virgin Islands, and (ii) 133,945 Class Z ordinary shares directly held by Windforce Limited, a business company limited by shares incorporated in British Virgin Islands. Vanship Limited is controlled by The Le Petit Prince Trust, a trust established under the laws of Cayman Islands and managed by TMF (Cayman) Ltd. as the trustee. Mr. Chen is the settlor of The Le Petit Prince Trust, and Mr. Chen and his family members are the trust's beneficiaries. Under the terms of this trust, Mr. Chen has the power to direct the trustee with respect to the retention or disposal of, and the exercise of any voting and other rights attached to, the shares held by Vanship Limited in our company, and, except for Mr. Chen, the other beneficiaries of the trust have no voting rights attached to such shares. There are certain limited circumstances in which the trustee would not be required to comply with such a direction (for example, where a direction may make the trustee subject to criminal sanction or civil liability or where a direction involves a transaction which might have an adverse impact on the reputation of the trustee). The above position would also not apply if Mr. Chen is incapacitated, has released his authority or nominated another person to have such authority in his place. Windforce Limited is controlled by Mr. Chen.
- (9) Represents (i) 10,954,357 Class Z ordinary shares directly held by OPH B Limited, a company limited by shares incorporated in British Virgin Islands, and (ii) 32,795,161 Class Z ordinary shares directly held by Tencent Mobility Limited, a limited company incorporated in Hong Kong, based on the Schedule 13G/A filed on February 10, 2020. OPH B Limited and Tencent Mobility Limited are investing entities ultimately controlled by Tencent Holdings Limited, and are collectively referred to as Tencent entities. The registered address of OPH B Limited is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. The registered address of Tencent Mobility Limited is 27/F, Three Pacific Place, No.1 Queen's Road East, Wanchai, Hong Kong.
- (10) Represents 27,216,108 Class Y ordinary shares, 151,100 Class Z ordinary shares and 900,000 Class Z ordinary shares in the form of ADSs directly held by Kami Sama Limited, a business company limited by shares incorporated in British Virgin Islands. The registered address of Kami Sama Limited is Start Chambers, Wickham's Cay II, P.O. Box 2221, Road Town, Tortola, British Virgin Islands.
- (11) Represents 13,645,657 Class Z ordinary shares and 10,000,000 Class Z ordinary shares in the form of ADSs directly held by Taobao China Holding Limited, a business company limited by shares incorporated in Hong Kong, based on the Schedule 13G filed on February 14, 2019. Taobao China Holding Limited is a wholly-owned subsidiary of Taobao Holding Limited, a business company limited by shares incorporated in Cayman Islands, which is a wholly-owned subsidiary of Alibaba Group Holding Limited, a business company limited by shares incorporated in Cayman Islands. The principal business address of Alibaba Group Holding Limited, Taobao Holding Limited and Taobao China Holding Limited is c/o Alibaba Group Services Limited, 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

To our knowledge, as of January 31, 2021, 198,863,443 of our Class Z ordinary shares were held by two record holders in the United States, representing approximately 55.9% of our total outstanding shares on an as converted basis (including the 3,302,327 Class Z ordinary shares issued and reserved for future issuance upon the exercising or vesting of awards granted under the Share Incentive Plans). One holder is Deutsche Bank Trust Company Americas, the depository of our ADS program, which held 73.1% Class Z ordinary shares on record. The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States.

## **ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**

### **A. Major Shareholders**

Please refer to “Item 6. Directors, Senior Management and Employees—E. Share Ownership.”

### **B. Related Party Transactions**

#### **Contractual Arrangements with Our VIEs and Their Respective Shareholders**

See “Item 4. Information on the Company—C. Organizational Structure.”

#### **Shareholders Agreement and Investor Rights Agreement**

We entered into our shareholders agreement on April 1, 2017 with our shareholders, which consist of holders of ordinary shares and Preferred Shares. Pursuant to this shareholders agreement, we have granted certain registration rights to our shareholders. Set forth below is a description of the registration rights granted under the agreement.

*Demand Registration Rights.* Holders holding at least 10% or more of the issued and outstanding registrable securities (on an as converted basis) held by the preferred shareholders, the pre-IPO Class D ordinary shareholders, pre-IPO Class C ordinary shareholders or pre-IPO Class B ordinary shareholders have the right to demand in writing that we file a registration statement covering the registration of at least 25% of their registrable securities. We have the right to defer filing of a registration statement for a period of not more than 90 days if our board of directors determines in good faith that filing of a registration statement in the near future will be materially detrimental to us or our shareholders, but we cannot exercise the deferral right more than once for more than once during any twelve-month period and cannot register any other securities during such period. We are not obligated to effect more than three demand registrations. Further, if the registrable securities are offered by means of an underwritten offering, and the managing underwriter advises us that marketing factors require a limitation of the number of securities to be underwritten, the underwriters may decide to exclude (i) all of the registrable securities in our initial public offering, or (ii) up to 75% of the registrable securities and the number of the registrable securities will be allocated among the holders on a pro rata basis according to the number of registrable securities then outstanding held by each holder requesting registration, provided that all other equity securities are first excluded.

*Registration on Form F-3 or Form S-3.* Any holder may request us to file a registration statement on Form F-3 or Form S-3 if we qualify for registration on Form F-3 or Form S-3. The holders are entitled to an unlimited number of registrations on Form F-3 or Form S-3 so long as such registration offerings are in excess of US\$500,000. We, however, are not obligated to consummate a registration if we have consummated two registrations within any twelve month period. We have the right to defer filing of a registration statement for a period of not more than 90 days if our board of directors determines in good faith that filing of a registration statement in the near future will be materially detrimental to us or our shareholders, but we cannot exercise the deferral right more than once for more than once during any twelve-month period and cannot register any other securities during such period.

*Piggyback Registration Rights.* If we propose to register for a public offering or our securities other than relating to any share incentive plan or a corporate reorganization, we must offer holders of our registrable securities an opportunity to be included in such registration. If the underwriters advise in writing that market factors require a limitation of the number of registrable securities to be underwritten, the underwriters may decide to exclude (i) all of the registrable securities in our initial public offering, or (ii) up to 75% of the registrable securities and the number of the registrable securities will be allocated among the holders on a pro rata basis according to the number of registrable securities then outstanding held by each holder requesting registration, provided that all other equity securities are first excluded (except for securities sold for the account of our company).

*Expenses of Registration.* We will bear all registration expenses, other than the underwriting discounts and selling commissions applicable to the sale of registrable securities, incurred in connection with registrations, filings or qualification pursuant to the shareholders agreement.

*Termination of Obligations.* We have no obligation to effect any demand, piggyback or Form F-3 or Form S-3 registration upon the later of (i) the fifth anniversary from the date of closing of a QIPO as defined in the shareholders agreement, and (ii) with respect to any holder, the date following a QIPO on which such holder holds less than 1% of the equity securities of our company and all registrable securities may be sold under Rule 144 of the Securities Act in any 90-day period.

Pursuant to the share purchase and investor rights agreement by and between us and Tencent Mobility Limited dated October 3, 2018, we have granted certain registration rights to Tencent Mobility Limited or its affiliates. Accordingly, Tencent Mobility Limited or its affiliates are entitled one registration on Form F-3, after the expiration of a lock-up period, covering such Class Z ordinary shares issued and sold to Tencent Mobility Limited pursuant to the aforesaid share purchase and investor rights agreement.

### **Employment Agreements and Indemnification Agreements**

We have entered into employment agreements with each of our executive officers. Under these agreements, each of our executive officers is employed for a specified time period. We may terminate employment for cause, at any time, without advance notice or remuneration, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any crime involving moral turpitude, negligent or dishonest acts to our detriment, or misconduct or a failure to perform agreed duties. We may also terminate an executive officer's employment without cause upon three-month advance written notice. In such case of termination by us, we will provide severance payments to the executive officer as expressly required by applicable law of the jurisdiction where the executive officer is based. The executive officer may resign at any time with a three-month advance written notice.

Each executive officer has agreed to hold, both during and after the termination or expiry of his or her employment agreement, in strict confidence and not to use, except as required in the performance of his or her duties in connection with the employment or pursuant to applicable law, any of our confidential information or trade secrets, any confidential information or trade secrets of our clients or prospective clients, or the confidential or proprietary information of any third party received by us and for which we have confidential obligations. The executive officers have also agreed to disclose in confidence to us all inventions, designs and trade secrets which they conceive, develop or reduce to practice during the executive officer's employment with us and to assign all right, title and interest in them to us, and assist us in obtaining and enforcing patents, copyrights and other legal rights for these inventions, designs and trade secrets.

In addition, each executive officer has agreed to be bound by non-competition and non-solicitation restrictions during the term of his or her employment and typically for one year following the last date of employment. Specifically, each executive officer has agreed not to (i) approach our suppliers, clients, customers or contacts or other persons or entities introduced to the executive officer in his or her capacity as a representative of us for the purpose of doing business with such persons or entities that will harm our business relationships with these persons or entities; (ii) assume employment with or provide services to any of our competitors, or engage, whether as principal, partner, licensor or otherwise, any of our competitors, without our express consent; or (iii) seek directly or indirectly, to solicit the services of any of our employees who is employed by us on or after the date of the executive officer's termination, or in the year preceding such termination, without our express consent.

We have also entered into indemnification agreements with each of our directors and executive officers. Under these agreements, we agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being a director or officer of our company.

#### **Share Incentive Plan**

See “Management—Share Incentive Plans.”

#### **Other Related Party Transactions**

**Investment transfers.** We transferred several long-term investments to an entity controlled by our major shareholders amounting to RMB3.3 million for the year ended December 31, 2018. In June 2019, we transferred several equity investments to an investment fund, and one of our subsidiaries was its limited partner. The cost of the equity investments transfer was RMB465.8 million. The consideration was RMB539.6 million, which was determined based on the estimated fair value of the investments. The difference between the consideration and cost of the investments was recognized as investment income. In July 2020, we acquired certain equity interests of two investments from the investment fund with the consideration of RMB110.0 million, which was based on the estimated fair value of the investments. The balances due from the investment fund as of December 31, 2019 and December 31, 2020 were consideration receivables and dividend receivables related to the equity investments transfer in 2019, which was non-trade in nature.

**Promotional and other services.** For the years ended December 31, 2018, 2019 and 2020, we purchased promotional and other services amounting to RMB163.0 million, RMB87.6 million and RMB35.1 million (US\$5.4 million), respectively.

As of December 31, 2018 and 2019, we had a total amount of RMB50.3 million due to Chaodian Inc., which was trade in nature, and RMB195.3 million due from the investment fund and other related parties, respectively, which was non-trade in nature. As of December 31, 2020, we had RMB74.2 million due from the investment fund, which was non-trade in nature.

In July 2019, we entered into a series of agreements to acquire a controlling interest in Chaodian Inc. In September 2020, we acquired noncontrolling interest of Chaodian Group from certain related parties on which we have significant influence, with purchase consideration of RMB257.3 million. As of December 31, 2020, we had no unpaid consideration due to certain related parties.

**Interest bearing loans.** The balances as of December 31, 2020 mainly represent interest-bearing loans and interest expenses of RMB105.6 million related to an equity investee, which was non-trade in nature, and partially offset by the trade payables to the equity investee. The annual interest rates of the loans were 2.8% and all the loans were within one year.

#### **C. Interests of Experts and Counsel**

Not applicable.

### **ITEM 8. FINANCIAL INFORMATION**

#### **A. Consolidated Statements and Other Financial Information**

We have appended consolidated financial statements filed as part of this annual report.

#### **Legal Proceedings**

We may from time to time be subject to various legal or administrative claims and proceedings arising in the ordinary course of business. We are currently involved in approximately 110 lawsuits based on allegations of infringement of third-party copyright due to the content posted on our platform, which are immaterial to our company on an individual basis or a collective basis. Litigation or any other legal or administrative proceeding, regardless of the outcome, is likely to result in substantial cost and diversion of our resources, including our management’s time and attention.



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Under the current PRC regulatory scheme, a number of regulatory agencies, including but not limited to the NRTA, the NAPP, the MCT, the MIIT, and the CAC, jointly regulate all major aspects of the internet industry, including the mobile internet and mobile games businesses. Operators must obtain various government approvals and licenses for relevant mobile business.

We have obtained ICP licenses for the provision of internet information services, License for Online Transmission of Audio-Visual Programs for the provision of internet audio-visual program services, Online Culture Operating Permits for operation of commercial internet culture activities, and License for Production and Operation of Radio and Television Programs for the radio, television and anime production and operation business. These licenses are essential to the operation of our business and are generally subject to regular government review or renewal.

Under regulations issued by the SAPPRFT, the publication of each online game requires approval from the SAPPRFT, and after the institutional restructuring of the SAPPRFT, we currently apply with the NAPP for the approvals for publishing our games. As of the date of this annual report, we have obtained approvals from the NAPP for all of the domestic and imported online games exclusively operated by us which are in operation in the PRC. For the online games we jointly operate with third parties, we also require them to obtain requisite approvals from the NAPP. In 2018, 2019 and 2020, substantially all of the revenues from our jointly operated mobile games in China were contributed by approximately 40 of our online jointly operated mobile games in the PRC, and all of them have obtained approvals from the NAPP.

The material regulations directly relevant to our business include but not limited to the Administrative Regulations on Internet Audio-Visual Program Service, the Administrative Provisions on Online Audio-visual Information Services, the Notice on Strengthening the Administration of the Content of Internet Audio-Visual Programs, the Administrative Regulations on Online Live Broadcasting Services, the Notice on Strengthening the Management of Online Show Live Broadcasting and E-commerce Live Broadcasting, the Notice on Strengthen the Management of Live Broadcasting Service, the Notice on Preventing Minors from Indulging in Online Games and the Law of the PRC on the Protection of Minors (2020 Revision). See “Item 4. Information on the Company—B. Business Overview—Regulation” for more information.

We are not currently a party to, nor are we aware of, any other legal proceeding, investigation or claim which, in the opinion of our management, is likely to have a material adverse effect on our business, financial condition or results of operations.

### **Dividend Policy**

Our board of directors has complete discretion on whether to distribute dividends, subject to certain requirements of Cayman Islands law. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant.

We do not have any present plan to pay any cash dividends on our ordinary shares in the foreseeable future after our initial public offering. We currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

We are a holding company incorporated in the Cayman Islands. We may rely on dividends from our subsidiaries in China for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Dividend Distributions.”

If we pay any dividends on our ordinary shares, we will pay those dividends which are payable in respect of the Class Z ordinary shares underlying our ADSs to the depository, as the registered holder of such Class Z ordinary shares, and the depository then will pay such amounts to our ADS holders in proportion to Class Z ordinary shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

### **B. Significant Changes**

We have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

## **ITEM 9. THE OFFER AND LISTING**

### **A. Offering and Listing Details**

See “C. Markets” for our host market and trading symbol. We have a dual-class common share structure in which Class Y ordinary shares have different voting rights from Class Z ordinary shares. Class Y ordinary shares are each entitled to ten votes, whereas Class Z ordinary shares are each entitled to one vote. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our ADSs—Our dual-class share structure with different voting rights will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class Z ordinary shares and ADSs may view as beneficial.”

### **B. Plan of Distribution**

Not applicable.

**C. Markets**

Our ADSs, each representing one Class Z ordinary shares, have been listed on Nasdaq Global Select Market since March 28, 2018. Our ADSs trade under the symbol “BILI.”

**D. Selling Shareholders**

Not applicable.

**E. Dilution**

Not applicable.

**F. Expenses of the Issue**

Not applicable.

**ITEM 10. ADDITIONAL INFORMATION**

**A. Share Capital**

Not applicable.

**B. Memorandum and Articles of Association**

The following are summaries of material provisions of our sixth amended and restated memorandum and articles of association that we have adopted and of the Companies Act, insofar as they relate to the material terms of our ordinary shares.

*Objects of Our Company.* Under our amended and restated memorandum and articles of association, the objects of our company are unrestricted and we have the full power and authority to carry out any object not prohibited by the law of the Cayman Islands.

*Ordinary Shares.* Our ordinary shares are divided into Class Y ordinary shares and Class Z ordinary shares. Holders of our Class Y ordinary shares and Class Z ordinary shares will have the same rights except for voting and conversion rights. Each Class Z Ordinary Share shall entitle the holder thereof to one (1) vote on all matters subject to vote at our general meetings, and each Class Y ordinary share shall entitle the holder thereof to ten (10) votes on all matters subject to vote at our general meetings. Our ordinary shares are issued in registered form and are issued when registered in our register of members.

*Conversion.* Each Class Y ordinary share is convertible into one Class Z ordinary share at any time by the holder thereof. Class Z ordinary shares are not convertible into Class Y ordinary shares under any circumstances. Upon any sale, transfer, assignment or disposition of Class Y ordinary shares by a holder thereof to any person other than Rui Chen, Yi Xu and Ni Li or any entity which is not ultimately controlled by any of Rui Chen, Yi Xu or Ni Li, such Class Y ordinary shares shall be automatically and immediately converted into the same number of Class Z ordinary shares.

*Dividends.* The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. Our amended and restated articles of association provide that dividends may be declared and paid out of our profits, realized or unrealized, or from any reserve set aside from profits which our board of directors determine is no longer needed. Dividends may also be declared and paid out of share premium account or any other fund or account which can be authorized for this purpose in accordance with the Companies Act. Under the laws of the Cayman Islands, our company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business.

*Voting Rights.* Holders of our ordinary shares have the right to receive notice of, attend, speak and vote at general meetings of our company. Each holder of Class Z ordinary shares is entitled to one vote per share and each holder of our Class Y ordinary shares is entitled to ten votes per share on all matters submitted to them for a vote. Our Class Y ordinary shares and Class Z ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or any shareholder present in person or by proxy.

A quorum required for a meeting of shareholders consists of one or more shareholders holding in aggregate not less than one-third of all votes attaching to all shares of our company in issue and entitled to vote at such general meeting, present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative. Advance notice of at least ten calendar days is required for the convening of our annual general meeting and other shareholders meetings.

An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting. A special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the issued and outstanding shares at a meeting. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our company, as permitted by the Companies Act and our amended and restated memorandum and articles of association. A special resolution will be required for important matters such as a change of name or making changes that will affect the rights, preferences, privileges or powers of the preferred shareholders.

*General Meetings of Shareholders.* As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our memorandum and articles of association provide that we may (but are not obliged to) in each year hold a general meeting as our annual general meeting in which case we shall specify the meeting as such in the notices calling it, and the annual general meeting shall be held at such time and place as may be determined by our directors.

Shareholders' general meetings may be convened by the chairman or a majority of our board of directors. Advance notice of at least ten (10) calendar days is required for the convening of our annual general shareholders' meeting (if any) and any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of at least one shareholder present or by proxy, representing not less than one-third of all votes attaching to all of our shares in issue and entitled to vote.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our memorandum and articles of association provide that upon the requisition of shareholders representing in aggregate not less than one-third of the votes attaching to the issued and outstanding shares of our company entitled to vote at general meetings, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. However, our memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

*Transfer of Ordinary Shares.* Subject to the restrictions set out below, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in writing, and shall be executed by or on behalf of the transferor, and if the directors so requires, signed by the transferee.

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of ordinary shares;
- the instrument of transfer is properly stamped, if required;

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- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and
- a fee of such maximum sum as the Nasdaq Stock Market may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within three months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

The registration of transfers may, after compliance with any notice required of the Nasdaq Stock Market, be suspended and the register closed at such times and for such periods as our board of directors may from time to time determine, provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30 days in any year as our board may determine.

*Liquidation.* On the winding up of our company, if the assets available for distribution amongst our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst our shareholders in proportion to the par value of the shares held by them at the commencement of the winding up, subject to a deduction from those shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders in proportion to the par value of the shares held by them.

*Calls on Shares and Forfeiture of Shares.* Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares in a notice served to such shareholders at least 14 days prior to the specified time of payment. The shares that have been called upon and remain unpaid are subject to forfeiture.

*Redemption, Repurchase and Surrender of Shares.* We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders of these shares, on such terms and in such manner as may be determined by our board of directors, or by the shareholders by special resolutions. Our Company may also repurchase any of our shares on such terms and in such manner as have been approved by our board of directors or by an ordinary resolution of our shareholders. Under the Companies Act, the redemption or repurchase of any share may be paid out of our company's profits or out of the proceeds of a new issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act no such share may be redeemed or repurchased (a) unless it is fully paid up, or (b) if such redemption or repurchase would result in there being no shareholders of the company holding shares, or (c) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

*Variations of Rights of Shares.* If at any time, our share capital is divided into different classes of shares, the rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class), whether or not our company is being wound-up, may only be materially adversely varied with the consent in writing of the holders of two-thirds of the issued shares of that class or with the sanction of a resolution passed at a separate meeting of the holders of the shares of the class by the holders of two-thirds of the issued shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be materially adversely varied by the creation or issue of further shares ranking *pari passu* with such existing class of shares or with enhanced or weighted voting rights or subsequent to such creation or issue, the redemption or repurchase of such shares.

*Issuance of Additional Shares.* Our amended and restated memorandum of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares.

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Our amended and restated memorandum of association also authorizes our board of directors to establish by ordinary resolutions from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including:

- the designation of the series;
- the number of shares of the series;
- the dividend rights, dividend rates, conversion rights, voting rights; and
- the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preference shares without action by our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares.

*Inspection of Books and Records.* Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will provide our shareholders with annual audited financial statements.

*Anti-Takeover Provisions.* Some provisions of our memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- authorize our board of directors to issue preference shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preference shares without any further vote or action by our shareholders; and
- limit the ability of shareholders to requisition and convene general meetings of shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

*Exempted Company.* We are an exempted company with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except that an exempted company:

- does not have to file an annual return of its shareholders with the Registrar of Companies;
- is not required to open its register of members for inspection;
- does not have to hold an annual general meeting;
- may issue shares with no par value;
- may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- may register as an exempted limited duration company; and
- may register as a segregated portfolio company.

“Limited liability” means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company.

**C. Material Contracts**

We have not entered into any material contracts other than in the ordinary course of business and other than those described in “Item 4. Information on the Company,” “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions,” in this “Item 10. Additional Information—C. Material Contracts” or elsewhere in this annual report on Form 20-F.

**D. Exchange Controls**

See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Foreign Exchange Control and Administration.”

**E. Taxation**

The following summary of the material Cayman Islands, PRC and U.S. federal income tax consequences of an investment in our ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this registration statement, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ADSs or ordinary shares, such as the tax consequences under U.S. state and local tax laws or under the tax laws of jurisdictions other than the Cayman Islands, China and the United States.

**Cayman Islands Taxation**

According to Walkers (Hong Kong), our Cayman counsel, the Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. In addition, the Cayman Islands does not impose withholding tax on dividend payments. No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands. The Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of the ADSs or ordinary shares will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of the ADSs or ordinary shares, nor will gains derived from the disposal of the ADSs or ordinary shares be subject to Cayman Islands income or corporation tax.

Our company has been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, has obtained an undertaking from the Government of the Cayman Islands as to tax concessions under the Tax Concessions Act (as amended). In accordance with the provision of Section 6 of The Tax Concessions Act (as amended), the Governor in Cabinet undertakes with our company:

- that no law which is hereafter enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to our company or its operations; and
- in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:
- on or in respect of the shares, debentures or other obligations of our company; or
- by way of the withholding, in whole or part, of any relevant payment as defined in Section 6(3) of the Tax Concessions Act (as amended).

These concessions shall be for a period of 20 years from March 14, 2018.

## PRC Taxation

Under the PRC EIT Law and its implementation rules, an enterprise established outside China with “de facto management body” within China is considered a resident enterprise. The implementation rules define the term “de facto management body” as the body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In April 2009, the STA issued a circular, known as Circular 82, which provides certain specific criteria for determining whether the “de facto management body” of a PRC-controlled enterprise that is incorporated offshore is located in China. The STA issued Chinese-Controlled Offshore Incorporated Resident Enterprises Income Tax Regulation, or the Bulletin 45, which took effect on September 1, 2011 and was most recently amended on June 15, 2018, to provide more guidance on the implementation of Circular 82 and to clarify the reporting and filing obligations of Chinese-controlled offshore incorporated resident enterprises. Bulletin 45 also provides procedures and administrative details for the determination of resident status and administration of post-determination matters. Although Circular 82 only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect the STA’s general position on how the “de facto management body” text should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its “de facto management body” in China only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in China; (ii) decisions relating to the enterprise’s financial and human resource matters are made or are subject to approval by organizations or personnel in China; (iii) the enterprise’s primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in China; and (iv) at least 50% of voting board members or senior executives habitually reside in China.

We believe that Bilibili Inc. is not a PRC resident enterprise for PRC tax purposes. Bilibili Inc. is not controlled by a PRC enterprise or PRC enterprise group and we do not believe that Bilibili Inc. meets all of the conditions above. Bilibili Inc. is a company incorporated outside China. As a holding company, its key assets are its ownership interests in its subsidiaries, and its key assets are located, and its records (including the resolutions of its board of directors and the resolutions of its shareholders) are maintained, outside China. In addition, we are not aware of any offshore holding companies with a similar corporate structure as ours ever having been deemed a PRC “resident enterprise” by the PRC tax authorities. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.”

If the PRC tax authorities determine that Bilibili Inc. is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to a 10% PRC tax on gains realized on the sale or other disposition of ADSs or ordinary shares, if such income is treated as sourced from within China. It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends or gains obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to such dividends or gains, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. However, it is also unclear whether non-PRC shareholders of Bilibili Inc. would be able to claim the benefits of any tax treaties between their country of tax residence and China in the event that Bilibili Inc. is treated as a PRC resident enterprise. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Under the PRC Enterprise Income Tax Law, we may be classified as a PRC resident enterprise, which could result in unfavorable tax consequences to us and our shareholders and have a material adverse effect on our results of operations and the value of your investment.”



## **U.S. Federal Income Tax Considerations**

The following discussion is a summary of U.S. federal income tax considerations relating to the ownership and disposition of our ADSs or ordinary shares by a U.S. Holder (as defined below) that holds our ADSs as “capital assets” (generally, property held for investment) under the Internal Revenue Code of 1986, as amended, or the Code. This discussion is based upon existing U.S. federal tax law, which is subject to differing interpretations or change, possibly with retroactive effect. There can be no assurance that the IRS or a court will not take a contrary position. This discussion does not discuss all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (including for example, financial institutions, insurance companies, regulated investment companies, real estate investment trusts, broker-dealers, traders in securities that elect mark-to-market treatment, tax-exempt organizations (including private foundations), holders who are not U.S. Holders, holders who own (directly, indirectly or constructively) 10% or more of our stock (by vote or value), holders who acquire their ADSs or ordinary shares pursuant to any employee share option or otherwise as compensation, investors that will hold their ADSs or ordinary shares as part of a straddle, hedge, conversion, constructive sale or other integrated transaction for U.S. federal income tax purposes, investors required to accelerate the recognition of any item of gross income with respect to our ADSs or ordinary shares as a result of such income being recognized on an applicable financial statement or investors that have a functional currency other than the U.S. dollar, all of whom may be subject to tax rules that differ significantly from those discussed below). This discussion, moreover, does not address the U.S. federal estate and gift tax or alternative minimum tax consequences of the ownership or disposition of our ADSs or ordinary shares or the Medicare tax on net investment income. Each U.S. Holder is urged to consult its tax advisor regarding the U.S. federal, state, local and non-U.S. income and other tax considerations of an investment in our ADSs or ordinary shares.

### ***General***

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of our ADSs or ordinary shares that is, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created in, or organized under the law of, the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise validly elected to be treated as a U.S. person under the Code.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of our ADSs or ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding our ADSs or ordinary shares and their partners are urged to consult their tax advisors regarding an investment in our ADSs or ordinary shares.

For U.S. federal income tax purposes, a U.S. Holder of ADSs will generally be treated as the beneficial owner of the underlying shares represented by the ADSs. The remainder of this discussion assumes that a U.S. Holder of the ADSs will be treated in this manner. Accordingly, deposits or withdrawals of Class Z ordinary shares for ADSs will generally not be subject to U.S. federal income tax.

### ***Passive Foreign Investment Company Considerations***

A non-U.S. corporation, such as our company, will be classified as a PFIC, for U.S. federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of “passive” income or (ii) 50% or more of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For this purpose, cash and assets readily convertible into cash are categorized as a passive asset and the company’s goodwill and other unbooked intangibles are taken into account. Passive income generally includes, among other things, dividends, interest, rents, royalties, and gains from the disposition of passive assets. We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, 25% or more (by value) of the stock.

Although the law in this regard is not entirely clear, we treat our VIEs as being owned by us for U.S. federal income tax purposes, because we control their management decisions and we are entitled to substantially all of the economic benefits associated with these entities, and, as a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. If it were determined, however, that we do not own the stock of our VIEs for U.S. federal income tax purposes, we may be treated as a PFIC for the current taxable year and any subsequent taxable year.

Assuming that we are the owner of our VIEs for U.S. federal income tax purposes, we do not believe we were a PFIC for the taxable year ended December 31, 2020 and we do not presently expect to be a PFIC for the current taxable year or in the foreseeable future. While we do not expect to be or become a PFIC in the current or future taxable years, no assurance can be given that we are not or will not become classified as a PFIC because the determination of PFIC status is a fact-intensive inquiry made on an annual basis and will depend, in part, upon the composition of our assets and income, and the continued existence of our goodwill at that time. Fluctuations in the market price of our ADSs may cause us to become a PFIC for the current or subsequent taxable years because the value of assets for the purpose of the asset test, including the value of our goodwill and other unbooked intangibles, may be determined by reference to the market value of our ADSs from time to time (which may be volatile). In addition, the composition of our income and our assets will be affected by how, and how quickly, we spend our liquid assets. Under circumstances where we determine not to deploy significant amounts of cash for capital expenditures and other general corporate purposes, our risk of becoming classified as a PFIC may substantially increase.

If we are classified as a PFIC for any year during which a U.S. Holder holds our ADSs or ordinary shares, we will generally continue to be treated as a PFIC for all succeeding years during which such U.S. Holder holds our ADSs or ordinary shares.

The discussion below under “Dividends” and “Sale or Other Disposition of ADSs or Ordinary Shares” is written on the basis that we will not be classified as a PFIC for U.S. federal income tax purposes. The U.S. federal income tax rules that apply if we are treated as a PFIC are generally discussed below under “Passive Foreign Investment Company Rules.”

### ***Dividends***

Subject to the discussion below under “Passive Foreign Investment Company Rules,” any cash distributions (including the amount of any tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder. Because we do not intend to determine our earnings and profits on the basis of U.S. federal income tax principles, any distribution we pay will generally be treated as a “dividend” for U.S. federal income tax purposes.

A non-corporate U.S. Holder will generally be subject to tax on dividend income from a “qualified foreign corporation” at a lower applicable capital gains rate rather than the marginal tax rates generally applicable to ordinary income provided that certain holding period requirements are met. A non-U.S. corporation (other than a corporation that is classified as a PFIC for the taxable year in which the dividend is paid or the preceding taxable year) will generally be considered to be a qualified foreign corporation (i) if it is eligible for the benefits of a comprehensive tax treaty with the United States which the Secretary of Treasury of the United States determines is satisfactory for purposes of this provision and which includes an exchange of information program, or (ii) with respect to any dividend it pays on stock (or ADSs in respect of such stock) which is readily tradable on an established securities market in the United States. Our ADSs are considered to be readily tradable on the Nasdaq Global Select Market, which is an established securities market in the United States. Since we do not expect that our ordinary shares will be listed on an established securities market, we do not believe that dividends that we pay on our ordinary shares that are not represented by ADSs will meet the conditions required for the reduced tax rate. There can be no assurance that our ADSs will continue to be considered readily tradable on an established securities market in later years.

In the event that we are deemed to be a PRC resident enterprise under the PRC EIT Law, we may be eligible for the benefits of the U.S.-PRC income tax treaty (which the U.S. Treasury Department has determined is satisfactory for this purpose) and in that case we would be treated as a qualified foreign corporation with respect to dividends paid on our ordinary shares, or ADSs. Each non-corporate U.S. Holder is advised to consult its tax advisors regarding the availability of the reduced tax rate applicable to qualified dividend income for any dividends we pay with respect to our ADSs or ordinary shares. Dividends received on our ADSs or ordinary shares will not be eligible for the dividends received deduction allowed to corporations.

Dividends will generally be treated as income from foreign sources for U.S. foreign tax credit purposes and will generally constitute passive category income. In the event that we are deemed to be a PRC resident enterprise under the PRC EIT Law, a U.S. Holder may be subject to PRC withholding taxes on dividends paid on our ADSs or ordinary shares. See “Item 10. Additional Information—E. Taxation—PRC Taxation.” In that case, depending on the U.S. Holder’s individual facts and circumstances, a U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit not in excess of any applicable treaty rate in respect of any foreign withholding taxes imposed on dividends received on our ADSs or ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld may instead claim a deduction, for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex and their outcome depends in large part on the U.S. Holder’s individual facts and circumstances. Accordingly, U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

#### ***Sale or Other Disposition of ADSs or Ordinary Shares***

Subject to the discussion below under “Passive Foreign Investment Company Rules,” a U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the holder’s adjusted tax basis in such ADSs or ordinary shares. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year and will generally be U.S. source gain or loss for U.S. foreign tax credit purposes. Long-term capital gain of non-corporate U.S. Holders is generally eligible for a reduced rate of taxation. The deductibility of a capital loss may be subject to limitations. In the event that we are treated as a PRC “resident enterprise” under the EIT Law and gain from the disposition of the ADSs or ordinary shares is subject to tax in the PRC, a U.S. Holder that is eligible for the benefits of the income tax treaty between the United States and the PRC may elect to treat the gain as PRC source income. If you are not eligible for the benefits of the income tax treaty or you fail to make the election to treat any gain as foreign source, then you may not be able to use the foreign tax credit arising from any PRC tax imposed on the disposition of the ADSs or ordinary shares unless such credit can be applied (subject to applicable limitations) against U.S. federal income tax due on other income derived from foreign sources in the same income category (generally, the passive category). U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of our ADSs or ordinary shares, including the availability of the foreign tax credit under their particular circumstances and the election to treat any gain as PRC source.

#### ***Passive Foreign Investment Company Rules***

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, and unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special tax rules that have a penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125 percent of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder’s holding period for the ADSs or ordinary shares), and (ii) any gain realized on the sale or other disposition, including a pledge, of ADSs or ordinary shares. Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder’s holding period for the ADSs or ordinary shares;
- the amount allocated to the current taxable year and any taxable years in the U.S. Holder’s holding period prior to the first taxable year in which we are classified as a PFIC (each, a “pre-PFIC year”), will be taxable as ordinary income;
- the amount allocated to each prior taxable year, other than a pre-PFIC year, will be subject to tax at the highest tax rate in effect for individuals or corporations, as appropriate, for that year; and
- the interest charge generally applicable to underpayments of tax will be imposed on the tax attributable to each prior taxable year, other than a pre-PFIC year.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our subsidiaries is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. U.S. Holders are urged to consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

As an alternative to the foregoing rules, a U.S. Holder of “marketable stock” in a PFIC may make a mark-to-market election with respect to such stock. The mark-to-market election is available only for stock that is regularly traded on a national securities exchange that is registered with the SEC, or on a foreign exchange or market that the IRS determines is a qualified exchange that has rules sufficient to ensure that the market price represents a legitimate and sound fair market value. Our ADSs are listed on the Nasdaq Global Select Market, which is an established securities market in the United States. Consequently, if our ADSs continue to be listed on the Nasdaq Global Select Market and are regularly traded, we expect that the mark-to-market election would be available to a U.S. Holder that holds our ADSs were we to be or become a PFIC. Our ADSs are expected to qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes this election, the holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but such deduction will only be allowed to the extent of the amount previously included in income as a result of the mark-to-market election. The U.S. Holder’s adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of a corporation classified as a PFIC and such corporation ceases to be classified as a PFIC, the holder will not be required to take into account the gain or loss described above during any period that such corporation is not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election. If a U.S. Holder makes a mark-to-market election it will be effective for the taxable year for which the election is made and all subsequent taxable years unless the ADSs are no longer treated as marketable stock or the IRS consents to the revocation of the election. It should also be noted that it is intended that only the ADSs and not the ordinary shares will be listed on the Nasdaq Global Select Market. Consequently, if a U.S. Holder holds ordinary shares that are not represented by ADSs, such holder will generally not be eligible to make a mark-to-market election if we are or were to become a PFIC.

Because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder’s indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections which, if available, would result in tax treatment different from the general tax treatment for PFICs described above.

If a U.S. Holder owns our ADSs or ordinary shares during any taxable year that we are a PFIC, the holder must generally file an annual IRS Form 8621. Each U.S. Holder is urged to consult its tax advisor concerning the U.S. federal income tax consequences of purchasing, holding and disposing ADSs or ordinary shares if we are or become treated as a PFIC, including the possibility of making a mark-to-market election.

**F. Dividends and Paying Agents**

Not applicable.

**G. Statement by Experts**

Not applicable.

**H. Documents on Display**

We previously filed with the SEC our registration statement on Form F-1 (Registration No. 333-223405), as amended, including the prospectus contained therein, to register the issuance and sale of our ordinary shares represented by ADSs in relation to our initial public offering. We have also filed with the SEC our registration statement on Form F-6 (Registration No. 333-223711) to register our ADSs.

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F no later than four months after the close of each fiscal year, which is December 31. All information filed with the SEC can be obtained over the internet at the SEC's website at [www.sec.gov](http://www.sec.gov) or inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of documents, upon payment of a duplicating fee, by writing to the SEC. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

We will furnish Deutsche Bank Trust Company Americas, the depositary of our ADSs, with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, upon our request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

**I. Subsidiary Information**

Not applicable.

**ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

***Foreign exchange risk***

Substantially all of our revenues and expenses are denominated in Renminbi. We do not believe that we currently have any significant direct foreign exchange risk and have not used any derivative financial instruments to hedge exposure to such risk. Although our exposure to foreign exchange risks should be limited in general, the value of the investment in our ADSs will be affected by the exchange rate between U.S. dollar and Renminbi because the value of our business is effectively denominated in RMB, while our ADSs will be traded in U.S. dollars.

To the extent that we need to convert U.S. dollars into Renminbi for our operations, appreciation of Renminbi against the U.S. dollar would reduce the Renminbi amount we receive from the conversion. Conversely, if we decide to convert Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs, servicing our outstanding debt, or for other business purposes, appreciation of the U.S. dollar against the Renminbi would reduce the U.S. dollar amounts available to us.

As of December 31, 2020, we had U.S. dollar-denominated cash and cash equivalents and time deposits of US\$ 1,303.3 million. If the U.S. dollar had appreciated or depreciated by 10% against the Renminbi, we would have had an increase or decrease of RMB850.4 million of cash and cash equivalents and time deposits.

***Interest rate risk***

Our exposure to interest rate risk primarily relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. Interest-earning instruments carry a degree of interest rate risk. We have not been exposed to material risks due to changes in interest rates, and we have not used any derivative financial instruments to manage our interest risk exposure. However, our future interest income may fall short of expectations due to changes in market interest rates.

**ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES**

**A. Debt Securities**

Not applicable.

**B. Warrants and Rights**

Not applicable.

**C. Other Securities**

Not applicable.

**D. American Depositary Shares****Fees and Expenses**

As an ADS holder, you will be required to pay the following service fees to the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs):

| Service   | Fees  |
|---|---|
| To any person to which ADSs are issued or to any person to which a distribution is made in respect of ADS distributions pursuant to stock dividends or other free distributions of stock, bonus distributions, stock splits or other distributions (except where converted to cash) | Up to US\$0.05 per ADS issued   |
| Cancellation of ADSs, including the case of termination of the deposit agreement  | Up to US\$0.05 per ADS cancelled  |
| Distribution of cash dividends  | Up to US\$0.05 per ADS held   |
| Distribution of cash entitlements (other than cash dividends) and/or cash proceeds from the sale of rights, securities and other entitlements   | Up to US\$0.05 per ADS held   |
| Distribution of ADSs pursuant to exercise of rights   | Up to US\$0.05 per ADS held   |
| Distribution of securities other than ADSs or rights to purchase additional ADSs  | Up to US\$0.05 per ADS held   |
| Depositary services   | Up to US\$0.05 per ADS held on the applicable record date(s) established by the depositary bank |

As an ADS holder, you will also be responsible to pay certain fees and expenses incurred by the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs) such as:

- Fees for the transfer and registration of Class Z ordinary shares charged by the registrar and transfer agent for the Class Z ordinary shares in the Cayman Islands (i.e., upon deposit and withdrawal of Class Z ordinary shares).
- Expenses incurred for converting foreign currency into U.S. dollars.
- Expenses for cable, telex and fax transmissions and for delivery of securities.
- Taxes and duties upon the transfer of securities, including any applicable stamp duties, any stock transfer charges or withholding taxes (i.e., when Class Z ordinary shares are deposited or withdrawn from deposit).
- Fees and expenses incurred in connection with the delivery or servicing of Class Z ordinary shares on deposit.
- Fees and expenses incurred in connection with complying with exchange control regulations and other regulatory requirements applicable to Class Z ordinary shares, deposited securities, ADSs and ADRs.
- Any applicable fees and penalties thereon.

The depositary fees payable upon the issuance and cancellation of ADSs are typically paid to the depositary bank by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary bank and by the brokers (on behalf of their clients) delivering the ADSs to the depositary bank for cancellation. The brokers in turn charge these fees to their clients. Depositary fees payable in connection with distributions of cash or securities to ADS holders and the depositary services fee are charged by the depositary bank to the holders of record of ADSs as of the applicable ADS record date.

The depositary fees payable for cash distributions are generally deducted from the cash being distributed or by selling a portion of distributable property to pay the fees. In the case of distributions other than cash (i.e., share dividends, rights), the depositary bank charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depositary bank sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary bank generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depositary banks.

In the event of refusal to pay the depositary fees, the depositary bank may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees from any distribution to be made to the ADS holder.

The depositary may make payments to us or reimburse us for certain costs and expenses, by making available a portion of the ADS fees collected in respect of the ADR program or otherwise, upon such terms and conditions as we and the depositary bank agree from time to time.

## **PART II.**

### **ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None.

### **ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS**

#### **Material Modifications to the Rights of Security Holders**

See "Item 10. Additional Information—B. Memorandum and Articles of Association—Ordinary Shares" for a description of the rights of securities holders, which remain unchanged.

#### **Use of Proceeds**

The following "Use of Proceeds" information relates to the registration statement on Form F-1, as amended (File Number 333-223405) (the "F-1 Registration Statement") in relation to our initial public offering of 42,000,000 ADSs representing 42,000,000 Class Z ordinary shares, at an initial offering price of US\$11.50 per ADS. Morgan Stanley & Co. International plc, Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC were the representatives of the underwriters for our IPO.

The F-1 Registration Statement became effective on March 27, 2018. For the period from the effective date of the F-1 Registration Statement to December 31, 2018, the total expenses incurred for our company's account in connection with our IPO was approximately US\$39.7 million, which included US\$33.8 million in underwriting discounts and commissions for the IPO and approximately US\$5.9 million in other costs and expenses for our IPO. We received net proceeds of approximately US\$443.3 million from our initial public offering. None of the transaction expenses included payments to directors or officers of our company or their associates, persons owning more than 10% or more of our equity securities or our affiliates. None of the net proceeds from the initial public offering were paid, directly or indirectly, to any of our directors or officers or their associates, persons owning 10% or more of our equity securities or our affiliates.

For the period from March 27, 2018, the date that the Form F-1 was declared effective by the SEC, to December 31, 2020, we used approximately US\$170.2 million of the net proceeds from our initial public offering for research and development, sales and marketing, general corporate purposes and working capital, including strategic investments and acquisitions.

We still intend to use the remainder of the proceeds from our initial public offering, as disclosed in our registration statements on Form F-1.

## **ITEM 15. CONTROLS AND PROCEDURES**

### **Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our chief executive officer and our chief financial officer, we carried out an evaluation of the effectiveness of our disclosure controls and procedures, which is defined in Rules 13a-15(e) of the Exchange Act, as of December 31, 2020. Based upon that evaluation, our management, with the participation of our chief executive officer and chief financial officer, has concluded that, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act was recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act was accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

### **Management's Annual Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15 (f) under the Exchange Act. Our management, with the participation of our chief executive officer and our chief financial officer, evaluated the effectiveness of our internal control over financial reporting based on criteria established in the framework in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2020.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

### ***Remediation of the Material Weakness in Internal Control over Financial Reporting Reported in 2018***

As of December 31, 2020, based on an assessment performed by our management on the performance of certain remediation measures (specified below), we determined that the material weakness in our internal control over financial reporting previously identified by us and our independent registered public accounting firm in connection with the audits of our consolidated financial statements for the year ended December 31, 2018 had been remediated.

The material weakness identified related to our lack of sufficient resources regarding financial reporting and accounting personnel with understanding of U.S. GAAP, in particular, to address complex U.S. GAAP technical accounting issues, related disclosures in accordance with U.S. GAAP and financial reporting requirements set forth by the SEC.

We have implemented a number of measures to address the material weakness that was identified. We hired additional qualified financial and accounting staff with working experience of U.S. GAAP and SEC reporting requirements. We have also established clear roles and responsibilities for accounting and financial reporting staff to address accounting and financial reporting issues. Furthermore, we have formalized the procedures and controls regarding the financial reporting process and have established an ongoing program to provide sufficient and appropriate training for financial reporting and accounting personnel.

### **Attestation Report of the Independent Registered Public Accounting Firm**

PricewaterhouseCoopers Zhong Tian LLP has audited the effectiveness of our internal control over financial reporting as of December 31, 2020 as stated in its report, which appears on page F-2 of this annual report on Form 20-F.



## Changes in Internal Control over Financial Reporting

Other than as described above, there were no other changes in our internal controls over financial reporting that occurred during the period covered by this annual report on Form 20-F that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that Eric He, a member of our audit committee and independent director (under the standards set forth in Rule 5605(c)(2) of the Nasdaq Stock Market Rules and Rule 10A-3 under the Securities Exchange Act of 1934), is an audit committee financial expert.

## ITEM 16B. CODE OF ETHICS

Our board of directors adopted a code of business conduct and ethics that applies to our directors, officers and employees in February 2018. We have posted a copy of our code of business conduct and ethics on our website at <http://ir.bilibili.com/>.

## ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by PricewaterhouseCoopers Zhong Tian LLP, our principal external auditors, for the periods indicated.

|                                   | For the Year Ended December 31, |       |       |
|-----------------------------------|---------------------------------|-------|-------|
|                                   | 2018                            | 2019  | 2020  |
|                                   | (RMB in thousands)              |       |       |
| Audit fees <sup>(1)</sup>         | 7,450                           | 9,128 | 9,128 |
| Audit-related fees <sup>(2)</sup> | —                               | 3,650 | 1,500 |
| Tax fees <sup>(3)</sup>           | 1,090                           | 1,050 | 385   |
| Other fees <sup>(4)</sup>         | 180                             | 150   | 150   |

- (1) "Audit fees" means the aggregate fees incurred for each of the fiscal years listed for professional services rendered by our principal auditors for the audit or review of our annual financial statements or quarterly financial information and review of documents filed with the SEC. In 2018, the audit refers to financial statement audit and assurance services rendered in connection with our IPO in 2018. In 2019 and 2020, the audit refers to financial statement audit and audit pursuant to Section 404 of the Sarbanes-Oxley Act of 2002.
- (2) "Audit-related fees" means the aggregate fees incurred for the issuance of comfort letters in connection with the offering of the 2026 Notes and concurrent offering of additional ADSs in April 2019, and permissible services to review and comment on the design of internal control over financial reporting rendered by our principal auditors in 2019. In 2020, the audit-related fees refer to the aggregate fees incurred for the issuance of comfort letters in connection with the offering of the 2027 Notes in May 2020.
- (3) "Tax fees" means the aggregate fees incurred in each of the fiscal years listed for the professional tax services rendered by our principal auditors.
- (4) "Other fees" means the aggregate fees incurred in each of the fiscal years listed for services rendered by our principal auditors other than services reported under "Audit fees," "Audit-related fees" and "Tax fees."

The policy of our audit committee is to pre-approve all audit and non-audit services provided by PricewaterhouseCoopers Zhong Tian LLP as described above.

## ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

None.

**ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS**

None.

**ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT**

Not applicable.

**ITEM 16G. CORPORATE GOVERNANCE**

Rule 5635(c) of the Nasdaq Rules requires a Nasdaq-listed company to obtain its shareholders’ approval of all equity compensation plans, including stock plans, and any material amendments to such plans. Rule 5615 of the Nasdaq Rules permits a foreign private issuer like our company to follow home country practice in certain corporate governance matters. We currently follow our home country practice that (i) does not require us to hold an annual meeting of shareholders no later than one year after the end of its fiscal year and (ii) does not require us to seek shareholder approval for amending share incentive plans. Therefore, our shareholders are afforded less protection than they otherwise would under the Nasdaq Global Market corporate governance listing standards applicable to U.S. domestic issuers. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our ADSs—As a company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the Nasdaq corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the Nasdaq corporate governance listing standards.” In the future, we may rely on other exemptions provided by Nasdaq.

**ITEM 16H. MINE SAFETY DISCLOSURE**

Not applicable.

**PART III.**

**ITEM 17. FINANCIAL STATEMENTS**

We have elected to provide financial statements pursuant to Item 18.

**ITEM 18. FINANCIAL STATEMENTS**

The consolidated financial statements of Bilibili Inc. are included at the end of this annual report.

**ITEM 19. EXHIBITS**

| <u>Exhibit Number</u> | <u>Description of Document</u>  |
|-----------------------|---|
| 1.1                   | <a href="#">Sixth Amended and Restated Memorandum and Articles of Association of the Registrant of the Registrant, effective April 2, 2018 (incorporated herein by reference to Exhibit 3.2 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</a>     |
| 2.1                   | <a href="#">Registrant’s Specimen American Depositary Receipt (included in Exhibit 4.3) (incorporated herein by reference to Exhibit 4.3 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</a>  |
| 2.2                   | <a href="#">Registrant’s Specimen Certificate for Class Z Ordinary Shares (incorporated herein by reference to Exhibit 4.2 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</a>  |
| 2.3                   | <a href="#">Deposit Agreement, among the Registrant, the depository and the holders and beneficial owners of the American Depositary Receipts (incorporated herein by reference to Exhibit 4.3 to the Form S-8, as amended, initially filed on July 18, 2018 (File No.333- 226216))</a> |

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| <u>Exhibit Number</u> | <u>Description of Document</u>   |
|-----------------------|--|
| 2.4                   | <a href="#"><u>Fourth Amended and Restated Shareholders' Agreement between the Registrant and other parties thereto dated April 1, 2017 (incorporated herein by reference to Exhibit 4.4 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</u></a> |
| 2.5                   | <a href="#"><u>Indenture, dated April 5, 2019 constituting US\$500 million 1.375% Convertible Senior Notes Due 2026 (incorporated herein by reference to Exhibit 2.5 to the Form 20-F, as amended, initially filed on March 27, 2020 (File No. 001-38429))</u></a>                   |
| 2.6*                  | <a href="#"><u>Indenture, dated June 2, 2020 constituting US\$800 million 1.25% Convertible Senior Notes Due 2027</u></a>  |
| 2.7*                  | <a href="#"><u>Description of Securities</u></a>   |
| 4.1                   | <a href="#"><u>Global Share Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</u></a>   |
| 4.2                   | <a href="#"><u>Amended and Restated 2018 Share Incentive Plan (incorporated herein by reference to Exhibit 4.2 to the Form 20-F, as amended, initially filed on March 27, 2020 (File No. 001-38429))</u></a>   |
| 4.3                   | <a href="#"><u>Form of Indemnification Agreement between the Registrant and its directors and executive officers (incorporated herein by reference to Exhibit 10.3 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</u></a>                       |
| 4.4                   | <a href="#"><u>Form of Employment Agreement between the Registrant and its executive officers (incorporated herein by reference to Exhibit 10.4 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</u></a>  |
| 4.5*                  | <a href="#"><u>English translation of Power of Attorney granted by Mr. Rui Chen, the sole shareholder of Shanghai Kuanyu, dated December 23, 2020</u></a>  |
| 4.6*                  | <a href="#"><u>English translation of the Equity Pledge Agreement among Hode Shanghai, Shanghai Kuanyu and Mr. Rui Chen, the sole shareholder of Shanghai Kuanyu, dated December 23, 2020</u></a>  |
| 4.7*                  | <a href="#"><u>English translation of the Exclusive Business Cooperation Agreement between Hode Shanghai and Shanghai Kuanyu, dated December 23, 2020</u></a>  |
| 4.8*                  | <a href="#"><u>English translation of the Exclusive Option Agreement among Hode Shanghai, Shanghai Kuanyu and Mr. Rui Chen, the sole shareholder of Shanghai Kuanyu, dated December 23, 2020</u></a>   |
| 4.9*                  | <a href="#"><u>English translation of the Letter of Undertakings granted by Qitao Yang, dated December 23, 2020</u></a>  |
| 4.10*                 | <a href="#"><u>English translation of Power of Attorney granted by the shareholders of Hode Information Technology, dated December 23, 2020</u></a>  |
| 4.11*                 | <a href="#"><u>English translation of the Equity Pledge Agreement among Hode Shanghai, Hode Information Technology and the shareholders of Hode Information Technology, dated December 23, 2020</u></a>  |
| 4.12*                 | <a href="#"><u>English translation of the Exclusive Business Cooperation Agreement between Hode Shanghai and Hode Information Technology, dated December 23, 2020</u></a>  |
| 4.13*                 | <a href="#"><u>English translation of the Exclusive Option Agreement among Hode Shanghai, Hode Information Technology and the shareholders of Hode Information Technology, dated December 23, 2020</u></a>   |
| 4.14*                 | <a href="#"><u>English translation of the Letters of Undertakings granted by Qitao Yang and Wenyan Hu, dated December 23, 2020</u></a>   |
| 4.15                  | <a href="#"><u>Share Purchase Agreement between the Registrant and other parties thereto, dated April 1, 2017 (incorporated herein by reference to Exhibit 10.15 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</u></a>                         |

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| <u>Exhibit Number</u> | <u>Description of Document</u>   |
|-----------------------|--|
| 4.16                  | <a href="#"><u>Share Purchase and Investor Rights Agreement entered between Bilibili Inc. and Tencent Mobility Limited dated as of October 3, 2018 (incorporated herein by reference to Exhibit 4.16 to the Form 20-F, as amended, initially filed on March 29, 2019 (File No. 001-38429))</u></a> |
| 8.1*                  | <a href="#"><u>Major subsidiaries and consolidated affiliated entities of the Registrant</u></a>   |
| 11.1                  | <a href="#"><u>Code of Business Conduct and Ethics of the Registrant (incorporated herein by reference to Exhibit 99.1 to the Form F-1, as amended, initially filed on March 2, 2018 (File No.333-223405))</u></a>   |
| 12.1*                 | <a href="#"><u>CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>   |
| 12.2*                 | <a href="#"><u>CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>   |
| 13.1**                | <a href="#"><u>CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>   |
| 13.2**                | <a href="#"><u>CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>   |
| 15.1*                 | <a href="#"><u>Consent of Walkers (Hong Kong)</u></a>  |
| 15.2*                 | <a href="#"><u>Consent of Tian Yuan Law Firm</u></a>   |
| 15.3*                 | <a href="#"><u>Consent of PricewaterhouseCoopers Zhong Tian LLP, an independent registered public accounting firm</u></a>  |
| 101.INS**             | Inline XBRL Instance Document—this instance document does not appear in the Interactive Data File because its XBRL tags are not embedded within the Inline XBRL document   |
| 101.SCH**             | Inline XBRL Taxonomy Extension Scheme Document   |
| 101.CAL**             | Inline XBRL Taxonomy Extension Calculation Linkbase Document   |
| 101.DEF**             | Inline XBRL Taxonomy Extension Definition Linkbase Document  |
| 101.LAB**             | Inline XBRL Taxonomy Extension Label Linkbase Document   |
| 101.PRE**             | Inline XBRL Taxonomy Extension Presentation Linkbase Document  |
| 104                   | Cover Page Interactive Data File (embedded within the Inline XBRL document)  |

\* Filed with this Annual Report on Form 20-F.

\*\* Furnished with this Annual Report on Form 20-F.

**SIGNATURES**

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Bilibili Inc.

By: /s/ Rui Chen

Name: Rui Chen

Title: Chairman of the Board of Directors and  
Chief Executive Officer

Date: March 5, 2021

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## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Bilibili Inc.

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Bilibili Inc. and its subsidiaries (the “Company”) as of December 31, 2020, 2019 and 2018, and the related consolidated statements of operations and comprehensive loss, of changes in shareholders’ equity and of cash flows for each of the three years in the period ended December 31, 2020, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020 in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

### ***Basis for Opinions***

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### ***Definition and Limitations of Internal Control over Financial Reporting***

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**Critical Audit Matters**

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

*Revenue recognition for in-game virtual items*

As described in Note 2(v) to the consolidated financial statements, revenues from mobile game services were RMB4,803 million for the year ended December 31, 2020. The Company recognized revenue from the sale of in-game virtual items in exclusively distributed mobile games over the estimated average playing period of paying players, starting from the point-in-time when related in-game virtual items are delivered to the paying players' accounts. The Company has estimated the average playing period of paying players for each game, usually between three to eight months. Management estimated the average playing period of paying players for each game, which involved the use of assumptions, including the churn rates and the similarities between newly-launched games and existing games, such as paying player type and purchasing frequency, when a new game is launched and only a limited period of paying player data is available.

The principal considerations for our determination that performing procedures relating to revenue recognition for in-game virtual items is a critical audit matter are there was significant judgment by management in estimating the average playing period of paying players. This in turn led to significant auditor judgment and effort in performing procedures and in evaluating management's assumptions used in developing these estimates, including the churn rates and the similarities between newly-launched games and existing games.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls over the revenue recognition process, which included estimating the average playing period of paying players for each game. These procedures also included, among others, testing management's process to estimate the average playing period of paying players by (i) testing the completeness and accuracy of data used; (ii) testing the mathematic accuracy of the calculation; and (iii) evaluating the reasonableness of the churn rates with reference to historical operating data, and the reasonableness of the underlying assumption of the similarities between newly-launched games and existing games based on the characteristics of mobile games and playing patterns of paying players, including paying player type and purchasing frequency.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
PricewaterhouseCoopers Zhong Tian LLP  
Beijing, the People's Republic of China  
March 5, 2021

We have served as the Company's auditor since 2017.



BILIBILI INC.

CONSOLIDATED BALANCE SHEETS

(All amounts in thousands, except for share data)

|   | December 31,<br>2018<br>RMB | December 31,<br>2019<br>RMB | December 31,<br>2020<br>RMB | December 31,<br>2020<br>US\$<br>Note 2(e) |
|---|-----------------------------|-----------------------------|-----------------------------|---|
| <b>Assets</b>   |                             |                             |                             |   |
| Current assets:   |                             |                             |                             |   |
| Cash and cash equivalents   | 3,540,031                   | 4,962,660                   | 4,678,109                   | 716,952                                   |
| Time deposits   | 749,385                     | 1,844,558                   | 4,720,089                   | 723,385                                   |
| Accounts receivable, net  | 324,392                     | 744,845                     | 1,053,641                   | 161,478                                   |
| Amount due from related parties   | —                           | 195,290                     | 164,732                     | 25,246                                    |
| Prepayments and other current assets  | 990,851                     | 1,315,901                   | 1,765,787                   | 270,619                                   |
| Short-term investments  | 945,338                     | 1,260,810                   | 3,357,189                   | 514,511                                   |
| <b>Total current assets</b>   | <b>6,549,997</b>            | <b>10,324,064</b>           | <b>15,739,547</b>           | <b>2,412,191</b>                          |
| Non-current assets:   |                             |                             |                             |   |
| Property and equipment, net   | 394,898                     | 516,087                     | 761,941                     | 116,773                                   |
| Production cost, net  | 204,231                     | 443,533                     | 667,876                     | 102,356                                   |
| Intangible assets, net  | 1,419,435                   | 1,657,333                   | 2,356,959                   | 361,220                                   |
| Deferred tax assets   | —                           | 10,479                      | 20,918                      | 3,206                                     |
| Goodwill  | 941,488                     | 1,012,026                   | 1,295,786                   | 198,588                                   |
| Long-term investments, net  | 979,987                     | 1,251,129                   | 2,232,938                   | 342,213                                   |
| Other long-term assets  | —                           | 301,916                     | 789,643                     | 121,019                                   |
| <b>Total non-current assets</b>   | <b>3,940,039</b>            | <b>5,192,503</b>            | <b>8,126,061</b>            | <b>1,245,375</b>                          |
| <b>Total assets</b>   | <b>10,490,036</b>           | <b>15,516,567</b>           | <b>23,865,608</b>           | <b>3,657,566</b>                          |
| <b>Liabilities</b> (including amounts of the consolidated VIEs without recourse to the primary beneficiary of RMB4,073.2 million, RMB5,747.1 million and RMB8,819.5 million as of December 31, 2018, 2019 and 2020, respectively) |                             |                             |                             |   |
| Current liabilities:  |                             |                             |                             |   |
| Accounts payable  | 1,307,598                   | 1,904,042                   | 3,074,298                   | 471,157                                   |
| Salary and welfare payable  | 246,815                     | 355,936                     | 734,376                     | 112,548                                   |
| Taxes payable   | 38,505                      | 67,856                      | 127,192                     | 19,493                                    |
| Short-term loans  | —                           | —                           | 100,000                     | 15,326                                    |
| Deferred revenue  | 985,143                     | 1,369,000                   | 2,118,006                   | 324,599                                   |
| Accrued liabilities and other payables  | 670,442                     | 575,763                     | 1,237,676                   | 189,682                                   |
| Amount due to related parties   | 50,331                      | —                           | —                           | —   |
| <b>Total current liabilities</b>  | <b>3,298,834</b>            | <b>4,272,597</b>            | <b>7,391,548</b>            | <b>1,132,805</b>                          |
| Non-current liabilities:  |                             |                             |                             |   |
| Long-term debt  | —                           | 3,414,628                   | 8,340,922                   | 1,278,302                                 |
| Other long-term liabilities   | —                           | 192,882                     | 350,934                     | 53,784                                    |
| <b>Total non-current liabilities</b>  | <b>—</b>                    | <b>3,607,510</b>            | <b>8,691,856</b>            | <b>1,332,086</b>                          |
| <b>Total liabilities</b>  | <b>3,298,834</b>            | <b>7,880,107</b>            | <b>16,083,404</b>           | <b>2,464,891</b>                          |
| <b>Commitments and contingencies</b> (Note 19)  |                             |                             |                             |   |

## BILIBILI INC.

## CONSOLIDATED BALANCE SHEETS (Continued)

(All amounts in thousands, except for share data)

|   | December 31,<br>2018<br><u>RMB</u> | December 31,<br>2019<br><u>RMB</u> | December 31,<br>2020<br><u>RMB</u> | December 31,<br>2020<br><u>US\$</u><br>Note 2(e) |
|---|------------------------------------|------------------------------------|------------------------------------|--|
| <b>Shareholders' equity</b>   |                                    |                                    |                                    |  |
| Ordinary shares:  |                                    |                                    |                                    |  |
| Class Y Ordinary Shares (US\$0.0001 par value; 100,000,000 shares authorized, 85,364,814 shares issued and outstanding, as of December 31, 2018 and 2019; US\$0.0001 par value; 100,000,000 shares authorized, 83,715,114 shares issued and outstanding as of December 31, 2020)  | 53                                 | 53                                 | 52                                 | 8  |
| Class Z Ordinary Shares (US\$0.0001 par value; 9,800,000,000 shares authorized, 229,056,421 shares issued and 226,323,075 shares outstanding as of December 31, 2018; 9,800,000,000 shares authorized, 247,230,234 shares issued, 242,751,341 shares outstanding as of December 31, 2019; 9,800,000,000 shares authorized, 271,507,165 shares issued, 268,204,838 shares outstanding as of December 31, 2020) | 144                                | 155                                | 172                                | 26   |
| Additional paid-in capital  | 9,459,546                          | 10,718,190                         | 14,616,302                         | 2,240,046  |
| Statutory reserves  | 7,666                              | 13,463                             | 17,884                             | 2,741  |
| Accumulated other comprehensive income  | 326,077                            | 466,229                            | 141,129                            | 21,629   |
| Accumulated deficit   | <u>(2,842,690)</u>                 | <u>(4,145,606)</u>                 | <u>(7,175,339)</u>                 | <u>(1,099,668)</u>                               |
| Total Bilibili Inc.'s shareholders' equity  | <u>6,950,796</u>                   | <u>7,052,484</u>                   | <u>7,600,200</u>                   | <u>1,164,782</u>                                 |
| Noncontrolling interests  | 240,406                            | 583,976                            | 182,004                            | 27,893   |
| <b>Total shareholders' equity</b>   | <b><u>7,191,202</u></b>            | <b><u>7,636,460</u></b>            | <b><u>7,782,204</u></b>            | <b><u>1,192,675</u></b>                          |
| <b>Total liabilities and shareholders' equity</b>   | <b><u>10,490,036</u></b>           | <b><u>15,516,567</u></b>           | <b><u>23,865,608</u></b>           | <b><u>3,657,566</u></b>                          |

The accompanying notes are an integral part of these consolidated financial statements.

BILIBILI INC.

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(All amounts in thousands, except for share and per share data)

|  | For the Year Ended December 31, |                    |                    |                           |
|--|---------------------------------|--------------------|--------------------|---------------------------|
|  | 2018<br>RMB                     | 2019<br>RMB        | 2020<br>RMB        | 2020<br>US\$<br>Note 2(e) |
| <b>Net revenues</b>  | <b>4,128,931</b>                | <b>6,777,922</b>   | <b>11,998,976</b>  | <b>1,838,924</b>          |
| Cost of revenues   | (3,273,493)                     | (5,587,673)        | (9,158,800)        | (1,403,648)               |
| <b>Gross profit</b>  | <b>855,438</b>                  | <b>1,190,249</b>   | <b>2,840,176</b>   | <b>435,276</b>            |
| <b>Operating expenses:</b>   |                                 |                    |                    |                           |
| Sales and marketing expenses   | (585,758)                       | (1,198,516)        | (3,492,091)        | (535,186)                 |
| General and administrative expenses  | (461,165)                       | (592,497)          | (976,082)          | (149,592)                 |
| Research and development expenses  | (537,488)                       | (894,411)          | (1,512,966)        | (231,872)                 |
| Total operating expenses   | (1,584,411)                     | (2,685,424)        | (5,981,139)        | (916,650)                 |
| <b>Loss from operations</b>  | <b>(728,973)</b>                | <b>(1,495,175)</b> | <b>(3,140,963)</b> | <b>(481,374)</b>          |
| <b>Other income:</b>   |                                 |                    |                    |                           |
| Investment income, net (including impairments)                             | 96,440                          | 96,610             | 28,203             | 4,322                     |
| Interest income  | 68,706                          | 162,782            | 83,301             | 12,766                    |
| Interest expense   | —                               | (46,543)           | (108,547)          | (16,636)                  |
| Exchange (losses)/gains  | (1,661)                         | (11,789)           | 41,717             | 6,393                     |
| Others, net  | 26,455                          | 26,412             | 95,641             | 14,660                    |
| Total other income, net  | 189,940                         | 227,472            | 140,315            | 21,505                    |
| <b>Loss before tax</b>   | <b>(539,033)</b>                | <b>(1,267,703)</b> | <b>(3,000,648)</b> | <b>(459,869)</b>          |
| Income tax   | (25,988)                        | (35,867)           | (53,369)           | (8,180)                   |
| <b>Net loss</b>  | <b>(565,021)</b>                | <b>(1,303,570)</b> | <b>(3,054,017)</b> | <b>(468,049)</b>          |
| Accretion to redeemable noncontrolling interests                           | —                               | —                  | (4,292)            | (658)                     |
| Accretion to Pre-IPO Preferred Shares redemption value                     | (64,605)                        | —                  | —                  | —                         |
| Net loss attributable to noncontrolling interests                          | 13,301                          | 14,597             | 46,605             | 7,143                     |
| <b>Net loss attributable to the Bilibili Inc.'s shareholders</b>           | <b>(616,325)</b>                | <b>(1,288,973)</b> | <b>(3,011,704)</b> | <b>(461,564)</b>          |
| <b>Net loss</b>  | <b>(565,021)</b>                | <b>(1,303,570)</b> | <b>(3,054,017)</b> | <b>(468,049)</b>          |
| <b>Other comprehensive income/(loss):</b>                                  |                                 |                    |                    |                           |
| <b>Foreign currency translation adjustments</b>                            | <b>296,030</b>                  | <b>140,152</b>     | <b>(325,100)</b>   | <b>(49,823)</b>           |
| <b>Total other comprehensive income/(loss)</b>                             | <b>296,030</b>                  | <b>140,152</b>     | <b>(325,100)</b>   | <b>(49,823)</b>           |
| <b>Total comprehensive loss</b>  | <b>(268,991)</b>                | <b>(1,163,418)</b> | <b>(3,379,117)</b> | <b>(517,872)</b>          |
| Accretion to redeemable noncontrolling interests                           | —                               | —                  | (4,292)            | (658)                     |
| Accretion to Pre-IPO Preferred Shares redemption value                     | (64,605)                        | —                  | —                  | —                         |
| Net loss attributable to noncontrolling interests                          | 13,301                          | 14,597             | 46,605             | 7,143                     |
| <b>Comprehensive loss attributable to the Bilibili Inc.'s shareholders</b> | <b>(320,295)</b>                | <b>(1,148,821)</b> | <b>(3,336,804)</b> | <b>(511,387)</b>          |
| Net loss per share, basic  | (2.64)                          | (3.99)             | (8.71)             | (1.33)                    |
| Net loss per share, diluted  | (2.64)                          | (3.99)             | (8.71)             | (1.33)                    |
| Net loss per ADS, basic  | (2.64)                          | (3.99)             | (8.71)             | (1.33)                    |
| Net loss per ADS, diluted  | (2.64)                          | (3.99)             | (8.71)             | (1.33)                    |
| Weighted average number of ordinary shares, basic                          | 233,047,703                     | 323,161,680        | 345,816,023        | 345,816,023               |
| Weighted average number of ordinary shares, diluted                        | 233,047,703                     | 323,161,680        | 345,816,023        | 345,816,023               |
| Weighted average number of ADS, basic                                      | 233,047,703                     | 323,161,680        | 345,816,023        | 345,816,023               |
| Weighted average number of ADS, diluted                                    | 233,047,703                     | 323,161,680        | 345,816,023        | 345,816,023               |
| <b>Share-based compensation expenses included in:</b>                      |                                 |                    |                    |                           |
| Cost of revenues   | 28,173                          | 23,281             | 37,087             | 5,684                     |
| Sales and marketing expenses   | 11,499                          | 14,269             | 40,808             | 6,254                     |
| General and administrative expenses  | 102,544                         | 68,497             | 181,753            | 27,855                    |
| Research and development expenses  | 38,977                          | 66,503             | 126,250            | 19,349                    |

The accompanying notes are an integral part of these consolidated financial statements.

BILIBILI INC.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

(All amounts in thousands, except for share data)

|   | Ordinary shares         |            |                         |            |                                 |            | Other permanent equities        |            |                                 |            |                                 |            | Additional paid-in capital | Statutory reserves | Accumulated other comprehensive income | Accumulated deficit | Noncontrolling interests | Total shareholders' (deficit)/equity |
|---|-------------------------|------------|-------------------------|------------|---------------------------------|------------|---------------------------------|------------|---------------------------------|------------|---------------------------------|------------|----------------------------|--------------------|--|---------------------|--------------------------|--------------------------------------|
|   | Class Y Ordinary Shares |            | Class Z Ordinary Shares |            | Pre-IPO Class A Ordinary Shares |            | Pre-IPO Class B Ordinary Shares |            | Pre-IPO Class C Ordinary Shares |            | Pre-IPO Class D Ordinary Shares |            |                            |                    |  |                     |                          |                                      |
|   | Shares                  | Amount RMB | Shares                  | Amount RMB | Shares                          | Amount RMB | Shares                          | Amount RMB | Shares                          | Amount RMB | Shares                          | Amount RMB |                            |                    |  |                     |                          |                                      |
| <b>Balance at December 31, 2017</b>   | —                       | —          | —                       | —          | 69,336,926                      | 45         | 13,600,000                      | 16,356     | 8,500,000                       | 16,944     | 2,132,353                       | 6,911      | 208,884                    | 4,075              | 30,047                                 | (2,222,774)         | —                        | (1,933)                              |
| Net loss  | —                       | —          | —                       | —          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | —                          | —                  | —                                      | (551,720)           | (13,301)                 | (56)                                 |
| Share-based compensation  | —                       | —          | —                       | —          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | 178,343                    | —                  | —                                      | —                   | 2,850                    | 18                                   |
| Share issuance upon initial public offering and follow-on offering, net of issuance costs of US\$6,333          | —                       | —          | 67,063,451              | 43         | —                               | —          | —                               | —          | —                               | —          | —                               | —          | 4,952,563                  | —                  | —                                      | —                   | —                        | 4,952                                |
| Redesignation of Pre-IPO Ordinary Shares into Class Y and Class Z Ordinary Shares upon initial public offering  | 84,260,279              | 52         | 9,309,000               | 6          | (69,336,926)                    | (45)       | (13,600,000)                    | (16,356)   | (8,500,000)                     | (16,944)   | (2,132,353)                     | (6,911)    | 40,198                     | —                  | —                                      | —                   | —                        | —                                    |
| Redesignation of Pre-IPO Preferred Shares into Class Y and Class Z Ordinary Shares upon initial public offering | 1,104,535               | 1          | 141,808,970             | 89         | —                               | —          | —                               | —          | —                               | —          | —                               | —          | 4,079,558                  | —                  | —                                      | —                   | —                        | 4,079                                |
| Pre-IPO Preferred Shares redemption value accretion   | —                       | —          | —                       | —          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | —                          | —                  | —                                      | (64,605)            | —                        | (6)                                  |
| Capital injection in subsidiaries by noncontrolling interests   | —                       | —          | —                       | —          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | —                          | —                  | —                                      | —                   | 22,198                   | 2                                    |
| Acquisitions of subsidiaries  | —                       | —          | —                       | —          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | —                          | —                  | —                                      | —                   | 228,659                  | 22                                   |
| Share issuance from exercise of share options   | —                       | —          | 8,141,654               | 6          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | —                          | —                  | —                                      | —                   | —                        | —                                    |
| Appropriation to statutory reserves   | —                       | —          | —                       | —          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | —                          | 3,591              | —                                      | (3,591)             | —                        | —                                    |
| Foreign currency translation adjustments  | —                       | —          | —                       | —          | —                               | —          | —                               | —          | —                               | —          | —                               | —          | —                          | —                  | 296,030                                | —                   | —                        | 29                                   |
| <b>Balance at December 31, 2018</b>   | <b>85,364,814</b>       | <b>53</b>  | <b>226,323,075</b>      | <b>144</b> | <b>—</b>                        | <b>—</b>   | <b>—</b>                        | <b>—</b>   | <b>—</b>                        | <b>—</b>   | <b>—</b>                        | <b>—</b>   | <b>9,459,546</b>           | <b>7,666</b>       | <b>326,077</b>                         | <b>(2,842,690)</b>  | <b>240,406</b>           | <b>7,193</b>                         |

The accompanying notes are an integral part of these consolidated financial statements.

BILIBILI INC.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (Continued)

(All amounts in thousands, except for share data)

|  | Ordinary shares            |               |                            |               | Additional<br>paid-in<br>capital | Statutory<br>reserves | Accumulated other<br>comprehensive<br>income | Accumulated<br>deficit | Noncontrolling<br>interests | Total<br>shareholders'<br>equity |
|--|----------------------------|---------------|----------------------------|---------------|----------------------------------|-----------------------|--|------------------------|-----------------------------|----------------------------------|
|  | Class Y Ordinary<br>Shares |               | Class Z Ordinary<br>Shares |               |                                  |                       |  |                        |                             |                                  |
|  | Shares                     | Amount<br>RMB | Shares                     | Amount<br>RMB |                                  |                       |  |                        |                             |                                  |
| <b>Balance at December 31, 2018</b>                                | <b>85,364,814</b>          | <b>53</b>     | <b>226,323,075</b>         | <b>144</b>    | <b>9,459,546</b>                 | <b>7,666</b>          | <b>326,077</b>                               | <b>(2,842,690)</b>     | <b>240,406</b>              | <b>7,191,202</b>                 |
| Net loss   | —                          | —             | —                          | —             | —                                | —                     | —  | (1,288,973)            | (14,597)                    | (1,303,570)                      |
| Share-based compensation   | —                          | —             | —                          | —             | 172,550                          | —                     | —  | —                      | —                           | 172,550                          |
| Issuance of ordinary shares, net of issuance costs of<br>US\$9,376 | —                          | —             | 14,173,813                 | 10            | 1,647,701                        | —                     | —  | —                      | —                           | 1,647,711                        |
| Acquisition of a subsidiary  | —                          | —             | —                          | —             | —                                | —                     | —  | —                      | 30,000                      | 30,000                           |
| Consolidation of an entity under common control (Note 24)          | —                          | —             | —                          | —             | (488,463)                        | —                     | —  | (8,146)                | 426,448                     | (70,161)                         |
| Purchase of noncontrolling interests                               | —                          | —             | —                          | —             | (73,144)                         | —                     | —  | —                      | (102,480)                   | (175,624)                        |
| Share issuance from exercise of share options                      | —                          | —             | 2,254,453                  | 1             | —                                | —                     | —  | —                      | —                           | 1                                |
| Deconsolidation of a subsidiary                                    | —                          | —             | —                          | —             | —                                | —                     | —  | —                      | 4,199                       | 4,199                            |
| Appropriation to statutory reserves                                | —                          | —             | —                          | —             | —                                | 5,797                 | —  | (5,797)                | —                           | —                                |
| Foreign currency translation adjustments                           | —                          | —             | —                          | —             | —                                | —                     | 140,152                                      | —                      | —                           | 140,152                          |
| <b>Balance at December 31, 2019</b>                                | <b>85,364,814</b>          | <b>53</b>     | <b>242,751,341</b>         | <b>155</b>    | <b>10,718,190</b>                | <b>13,463</b>         | <b>466,229</b>                               | <b>(4,145,606)</b>     | <b>583,976</b>              | <b>7,636,460</b>                 |

The accompanying notes are an integral part of these consolidated financial statements.

BILIBILI INC.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (Continued)

(All amounts in thousands, except for share data)

|   | Ordinary shares         |            |                         |            | Additional paid-in capital | Statutory reserves | Accumulated other comprehensive income | Accumulated deficit | Noncontrolling interests | Total shareholders' equity |
|---|-------------------------|------------|-------------------------|------------|----------------------------|--------------------|--|---------------------|--------------------------|----------------------------|
|   | Class Y Ordinary Shares |            | Class Z Ordinary Shares |            |                            |                    |  |                     |                          |                            |
|   | Shares                  | Amount RMB | Shares                  | Amount RMB |                            |                    |  |                     |                          |                            |
| <b>Balance at December 31, 2019</b>                           | <b>85,364,814</b>       | <b>53</b>  | <b>242,751,341</b>      | <b>155</b> | <b>10,718,190</b>          | <b>13,463</b>      | <b>466,229</b>                         | <b>(4,145,606)</b>  | <b>583,976</b>           | <b>7,636,460</b>           |
| Net loss  | —                       | —          | —                       | —          | —                          | —                  | —                                      | (3,007,412)         | (46,605)                 | (3,054,017)                |
| Impact of adoption of credit loss guidance                    | —                       | —          | —                       | —          | —                          | —                  | —                                      | (17,900)            | —                        | (17,900)                   |
| Share-based compensation                                      | —                       | —          | —                       | —          | 385,898                    | —                  | —                                      | —                   | —                        | 385,898                    |
| Share issuance from exercise of share options                 | —                       | —          | 4,491,566               | 3          | —                          | —                  | —                                      | —                   | —                        | 3                          |
| Issuance ordinary shares related to long-term investment      | —                       | —          | —                       | —          | 277,467                    | —                  | —                                      | —                   | —                        | 277,467                    |
| Issuance of ordinary shares, net of issuance costs of US\$563 | —                       | —          | 17,310,696              | 12         | 2,817,446                  | —                  | —                                      | —                   | —                        | 2,817,458                  |
| Shares redesignation  | (1,649,700)             | (1)        | 1,649,700               | 1          | —                          | —                  | —                                      | —                   | —                        | —                          |
| Accretion to redeemable noncontrolling interests              | —                       | —          | —                       | —          | (4,292)                    | —                  | —                                      | —                   | (1,672)                  | (5,964)                    |
| Capital injection in subsidiaries by noncontrolling interests | —                       | —          | —                       | —          | —                          | —                  | —                                      | —                   | 21,463                   | 21,463                     |
| Acquisition of subsidiaries                                   | —                       | —          | 270,435                 | *          | 120,865                    | —                  | —                                      | —                   | 41,627                   | 162,492                    |
| Purchase of noncontrolling interests                          | —                       | —          | 1,731,100               | 1          | 300,728                    | —                  | —                                      | —                   | (416,785)                | (116,056)                  |
| Appropriation to statutory reserves                           | —                       | —          | —                       | —          | —                          | 4,421              | —                                      | (4,421)             | —                        | —                          |
| Foreign currency translation adjustment                       | —                       | —          | —                       | —          | —                          | —                  | (325,100)                              | —                   | —                        | (325,100)                  |
| <b>Balance at December 31, 2020</b>                           | <b>83,715,114</b>       | <b>52</b>  | <b>268,204,838</b>      | <b>172</b> | <b>14,616,302</b>          | <b>17,884</b>      | <b>141,129</b>                         | <b>(7,175,339)</b>  | <b>182,004</b>           | <b>7,782,204</b>           |

\* Less than 1.

The accompanying notes are an integral part of these consolidated financial statements.

**BILIBILI INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(All amounts in thousands)**

|  | <b>For the Year Ended December 31,</b> |                    |                    |                           |
|--|--|--------------------|--------------------|---------------------------|
|  | <b>2018</b>                            | <b>2019</b>        | <b>2020</b>        | <b>2020</b>               |
|  | <b>RMB</b>                             | <b>RMB</b>         | <b>RMB</b>         | <b>US\$<br/>Note 2(e)</b> |
| <b>Cash flows from operating activities:</b>   |  |                    |                    |                           |
| Net loss   | (565,021)                              | (1,303,570)        | (3,054,017)        | (468,049)                 |
| Adjustments to reconcile net loss to net cash provided by operating activities:                                      |  |                    |                    |                           |
| Depreciation of property and equipment   | 99,714                                 | 191,784            | 326,512            | 50,040                    |
| Amortization of intangible assets  | 542,731                                | 905,613            | 1,395,129          | 213,813                   |
| Amortization of right-of-use assets  | —                                      | 70,712             | 96,235             | 14,749                    |
| Amortization of debt issuance costs  | —                                      | 9,117              | 19,291             | 2,956                     |
| Share-based compensation expenses  | 181,193                                | 172,550            | 385,898            | 59,142                    |
| Allowance for doubtful accounts  | 10,904                                 | 9,396              | 99,165             | 15,198                    |
| Inventory provision  | —                                      | 5,987              | 6,218              | 953                       |
| Deferred income taxes  | —                                      | (10,479)           | (13,466)           | (2,064)                   |
| Unrealized exchange losses /(gains)  | 497                                    | 2,636              | (3,018)            | (463)                     |
| Unrealized fair value changes of short-term investments  | (1,799)                                | 17,939             | (39,470)           | (6,049)                   |
| Fair value changes of long-term investments  | 2,072                                  | 18,444             | (11,171)           | (1,712)                   |
| Gain on disposal of long-term investments and subsidiaries   | —                                      | (148,776)          | —                  | —                         |
| Loss from equity method investments  | —                                      | 24,173             | 50,531             | 7,744                     |
| Revaluation of previously held equity interests  | (144,434)                              | —                  | —                  | —                         |
| Impairments of long-term investments   | 46,375                                 | 5,900              | 8,000              | 1,226                     |
| Changes in operating assets and liabilities:   |  |                    |                    |                           |
| Accounts receivable  | 65,612                                 | (398,968)          | (417,237)          | (63,944)                  |
| Amount due from related parties  | 35,118                                 | 7,382              | 17,015             | 2,608                     |
| Prepayments and other assets   | (540,647)                              | (508,515)          | (610,592)          | (93,577)                  |
| Other long-term assets   | —                                      | (360,497)          | (245,224)          | (37,582)                  |
| Accounts payable   | 345,917                                | 586,864            | 816,103            | 125,073                   |
| Salary and welfare payable   | 95,452                                 | 101,788            | 374,442            | 57,386                    |
| Taxes payable  | 13,708                                 | 23,114             | 54,381             | 8,334                     |
| Amount due to related parties  | 44,607                                 | (50,331)           | —                  | —                         |
| Deferred revenue   | 398,623                                | 353,997            | 734,786            | 112,611                   |
| Accrued liabilities and other payables   | 106,664                                | 277,875            | 651,651            | 99,869                    |
| Other long-term liabilities  | —                                      | 190,416            | 111,941            | 17,156                    |
| <b>Net cash provided by operating activities</b>   | <b>737,286</b>                         | <b>194,551</b>     | <b>753,103</b>     | <b>115,418</b>            |
| <b>Cash flows from investing activities:</b>   |  |                    |                    |                           |
| Purchase of property and equipment   | (293,566)                              | (296,044)          | (602,122)          | (92,279)                  |
| Purchase of intangible assets  | (1,040,125)                            | (1,268,830)        | (1,636,877)        | (250,862)                 |
| Purchase of short-term investments   | (6,666,731)                            | (9,973,879)        | (26,731,176)       | (4,096,732)               |
| Maturities of short-term investments   | 6,252,151                              | 9,993,525          | 24,921,538         | 3,819,393                 |
| Cash consideration paid for purchase of subsidiaries, net of cash acquired   | (135,822)                              | (719,909)          | (498,854)          | (76,453)                  |
| Cash paid for long-term investments including loans  | (565,137)                              | (1,226,794)        | (1,261,161)        | (193,281)                 |
| Repayment of loans from investees  | —                                      | 11,000             | 3,500              | 536                       |
| Cash received from disposal of long-term investments   | 1,250                                  | 566,554            | 135,254            | 20,729                    |
| Impact to cash resulting from deconsolidation of a subsidiary  | —                                      | (959)              | —                  | —                         |
| Placements of time deposits  | (750,473)                              | (4,920,099)        | (10,907,296)       | (1,671,616)               |
| Maturities of time deposits  | 2,059                                  | 3,877,158          | 7,670,373          | 1,175,536                 |
| <b>Net cash used in investing activities</b>   | <b>(3,196,394)</b>                     | <b>(3,958,277)</b> | <b>(8,906,821)</b> | <b>(1,365,029)</b>        |
| <b>Cash flows from financing activities:</b>   |  |                    |                    |                           |
| Proceeds of short-term loans   | —                                      | 141,857            | 200,000            | 30,651                    |
| Repayment of short-term loans  | —                                      | (100,000)          | (100,000)          | (15,326)                  |
| Purchase of noncontrolling interests   | —                                      | (121,325)          | (280,271)          | (42,952)                  |
| Capital injections from noncontrolling interests   | 22,198                                 | 154,492            | 103,450            | 15,854                    |
| Proceeds from exercise of employees' share options   | 6                                      | 1                  | 3                  | *                         |
| Proceeds from issuance of ordinary shares, net of issuance costs of US\$6,333, US\$9,376 and US\$563, respectively   | 4,952,606                              | 1,647,711          | 2,817,458          | 431,794                   |
| Proceeds from issuance of convertible senior notes, net of issuance costs of US\$11,805 and US\$13,857, respectively | —                                      | 3,356,106          | 5,594,779          | 857,437                   |
| <b>Net cash provided by financing activities</b>   | <b>4,974,810</b>                       | <b>5,078,842</b>   | <b>8,335,419</b>   | <b>1,277,458</b>          |
| Effect of exchange rate changes on cash and cash equivalents held in foreign currencies                              | 261,447                                | 107,513            | (466,252)          | (71,456)                  |
| <b>Net increase/(decrease) in cash and cash equivalents</b>  | <b>2,777,149</b>                       | <b>1,422,629</b>   | <b>(284,551)</b>   | <b>(43,609)</b>           |
| <b>Cash and cash equivalents at beginning of the year</b>  | <b>762,882</b>                         | <b>3,540,031</b>   | <b>4,962,660</b>   | <b>760,561</b>            |
| <b>Cash and cash equivalents at end of the year</b>  | <b>3,540,031</b>                       | <b>4,962,660</b>   | <b>4,678,109</b>   | <b>716,952</b>            |
| <b>Supplemental disclosures of cash flows information:</b>   |  |                    |                    |                           |
| Cash paid for income taxes, net of tax refund  | 15,765                                 | 33,734             | 54,022             | 8,279                     |
| Cash paid for interest expense   | —                                      | 26,203             | 86,167             | 13,206                    |
| <b>Supplemental schedule of non-cash investing and financing activities:</b>   |  |                    |                    |                           |

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|   |         |         |         |         |
|---|---------|---------|---------|---------|
| Accretion to Pre-IPO Preferred Shares redemption value  | 64,605  | —       | —       | —       |
| Accretion to redeemable noncontrolling interests  | —       | —       | 5,964   | 914     |
| Fixed assets purchases financed by accounts payable   | 40,277  | 55,759  | 25,797  | 3,954   |
| Acquisitions and investments financed by accrued liabilities and other payables                                       | 502,279 | 79,059  | 125,363 | 19,213  |
| Intangible assets purchases financed by accounts payable  | 415,780 | 365,187 | 746,404 | 114,391 |
| Issuance of ordinary shares in the business combination, purchase of noncontrolling interests and investment addition | —       | —       | 889,957 | 136,392 |

\* Less than 1.

The accompanying notes are an integral part of these consolidated financial statements.



## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

**1. Operations and Reorganization**

Bilibili Inc. (the “Company” or “Bilibili”) is an online entertainment platform for young generations. The Company, through its consolidated subsidiaries, variable interest entities (“VIEs”) and subsidiaries of the VIEs (collectively referred to as the “Group”), is primarily engaged in the operation of providing online entertainment services to users in the People’s Republic of China (the “PRC” or “China”).

As of December 31, 2020, the Company’s major subsidiaries, VIEs and subsidiaries of the VIEs are as follows:

| <b>Major Subsidiaries</b>               | <b>Place and Year of Incorporation</b> | <b>Percentage of Direct or Indirect Economic Ownership</b> | <b>Principal Activities</b> |
|---|--|--|-----------------------------|
| Bilibili HK Limited                     | Hong Kong Y2014                        | 100  | Investment holding          |
| Hode HK Limited                         | Hong Kong Y2014                        | 100  | Investment holding          |
| Bilibili Co., Ltd.                      | Japan Y2014                            | 100  | Business development        |
| Hode Shanghai Limited (“Hode Shanghai”) | PRC Y2014                              | 100  | Technology development      |
| Shanghai Bilibili Technology Co., Ltd.  | PRC Y2016                              | 100  | Technology development      |

| <b>Major VIEs and VIEs’ subsidiaries</b>                                       | <b>Place and Year of Incorporation Acquisition</b> | <b>Percentage of Direct or Indirect Economic Ownership</b> | <b>Principal Activities</b>              |
|--|--|--|--|
| Shanghai Hode Information Technology Co., Ltd. (“Hode Information Technology”) | PRC Y2013  | 100  | Mobile game operation                    |
| Shanghai Kuanyu Digital Technology Co., Ltd. (“Shanghai Kuanyu”)               | PRC Y2014  | 100  | Video distribution and game distribution |
| Sharejoy Network Technology Co., Ltd. (“Sharejoy Network”)                     | PRC Y2014  | 100  | Game distribution                        |
| Shanghai Hehehe Culture Communication Co., Ltd. (“Shanghai Hehehe”)            | PRC Y2014  | 100  | Comics distribution                      |
| Shanghai Anime Tamashi Cultural Media Co., Ltd. (“Shanghai Anime Tamashi”)     | PRC Y2015  | 100  | E-commerce                               |

**History of the Group**

- Reorganization**

The Group commenced operations in 2011 and established Hode Information Technology to expand the principal businesses in 2013. Hode Information Technology was founded by several PRC citizens. The Company was incorporated as a limited liability company in the Cayman Islands in December 2013. Through a series of contemplated transactions in October and December 2014, Hode Shanghai was established to control Hode Information Technology through contractual arrangements (the “Reorganization”). Through these Reorganization transactions, the Group’s business continued to be carried out by Hode Information Technology without changes in control. There was no change in financial statements preparation basis resulted from these Reorganization transactions. Further, the Group obtained control over Shanghai Kuanyu in November 2014 through contractual agreements. Hode Information Technology and Shanghai Kuanyu became the VIEs of the Group. Sharejoy Network, Shanghai Hehehe and Shanghai Anime Tamashi are the wholly-owned subsidiaries of Hode Information Technology.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. Operations and Reorganization (Continued)**

• ***Initial public offering (“IPO”) and follow-on offerings***

In April 2018, the Company completed its IPO on the NASDAQ Global Select Market. In the offering, 42,000,000 American depositary shares (“ADSs”), representing 42,000,000 Class Z Ordinary Shares, were issued and sold to the public at a price of US\$11.50 per ADS. The net proceeds to the Company from the IPO, after deducting commissions and offering expenses, were US\$443.3 million (RMB2,781.8 million).

In October 2018, 25,063,451 ADSs, representing 25,063,451 Class Z Ordinary Shares, were issued and sold to Tencent Holdings Limited (“Tencent”). The net proceeds to the Company from the offering, after deducting offering expenses, were US\$317.2 million (RMB2,170.8 million).

In April 2019, the Company completed an offering of convertible senior notes due 2026 (the “2026 Notes”) in an aggregate principal amount of US\$500.0 million, and a public offering of 14,173,813 ADSs, or the Primary Offering, each ADS representing one Class Z Ordinary Share of the Company at a price of US\$18.00 per ADS. The total net proceeds to the Company from the 2026 Notes and the Primary Offering, after deducting commissions and offering expenses, were US\$733.9 million (RMB5,003.8 million).

In April 2020, 17,310,696 ADSs, representing 17,310,696 Class Z Ordinary Shares, were issued and sold to Sony Corporation of America (“SCA”), a wholly owned subsidiary of Sony Corporation (“Sony”). The net proceeds to the Company from the offering, after deducting offering expenses, were US\$399.4 million (RMB2,817.5 million).

In June 2020, the Company completed an offering of convertible senior notes due 2027 (the “2027 Notes”) in an aggregate principal amount of US\$800.0 million. The total net proceeds to the Company from the 2027 Notes after deducting commissions and offering expenses, were US\$786.1 million (RMB5,594.8 million).

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. Operations and Reorganization (Continued)**

***Contractual agreements with major VIEs***

In order to comply with the PRC laws and regulations which prohibit or restrict foreign control of companies involved in provision of internet content services, the Group operates its restricted businesses in the PRC through its VIEs, whose equity interests are held by certain founders of the Group. The Company obtained control over these VIEs by entering into a series of contractual arrangements with the legal shareholders who are also referred to as nominee shareholders. These nominee shareholders are the legal owners of the VIEs. However, the rights of those nominee shareholders have been transferred to the Company through the contractual arrangements.

The contractual arrangements that are used to control the VIEs include powers of attorney, exclusive technology consulting and services agreements or exclusive business cooperation agreements, equity pledge agreements and exclusive option agreements. Management concluded that the Company, through the contractual arrangements, has the power to direct the activities that most significantly impact the VIEs' economic performance, bears the risks of and enjoys the rewards normally associated with ownership of the VIEs, and therefore the Company is the ultimate primary beneficiary of these VIEs. As such, the Company consolidates the financial statements of these VIEs. Consequently, the financial results of the VIEs were included in the Group's consolidated financial statements in accordance with the presentation as stated in Note 2(a).

*The following is a summary of the contractual agreements entered into by and among the Company's relevant subsidiaries, the VIEs, and respective nominee shareholders of the VIEs.*

*Exclusive Technology Consulting and Services Agreements.* Under the exclusive technology consulting and services agreements between the Company's relevant subsidiaries and the VIEs, the Company's relevant subsidiaries have the exclusive right to provide the VIEs consulting and services related to, among other things, research and development, system operation, advertising, internal training and technical support. The Company's relevant subsidiaries have the exclusive ownership of intellectual property rights created as a result of the performance of these agreements. These VIEs shall pay the Company's relevant subsidiaries an annual service fee, which are subject to the adjustment by the Company's relevant subsidiaries at its sole discretion. These agreements will remain effective for a 10 year's term and then be automatically renewed, unless the Company's relevant subsidiaries give the VIEs a termination notice 90 days before the term ends. On December 23, 2020, the above agreements were replaced by the exclusive business cooperation agreements, which contain terms substantially similar to the exclusive business cooperation agreements described above, the exclusive business cooperation agreements have an infinite period commencing from December 23, 2020, unless the Company's relevant subsidiaries give the VIEs a termination notice 30 days before the term ends.

**BILIBILI INC.****NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)****1. Operations and Reorganization (Continued)*****Contractual agreements with major VIEs (Continued)***

*Exclusive Option Agreements.* Pursuant to the exclusive purchase option agreement, among the Company's relevant subsidiaries, the VIEs and its nominee shareholders, each of the nominee shareholders of the VIEs irrevocably granted the Company's relevant subsidiaries an exclusive option to purchase, or have its designated person to purchase, at its discretion, to the extent permitted under PRC law, all or part of their equity interests in the VIEs, and the purchase price shall be the lowest price permitted by applicable PRC law. In addition, the VIEs irrevocably granted the Company's relevant subsidiaries an exclusive option to purchase, or have its designated person to purchase, at its discretion, to the extent permitted under PRC law, all or part of the VIEs' assets at the book value of such assets, or at the lowest price permitted by applicable PRC law, whichever is higher. The nominee shareholders of the VIEs undertake that, without the prior written consent of the Company's relevant subsidiaries, they shall not increase or decrease the registered capital, dispose of its assets, incur any debts or guarantee liabilities, enter into any material purchase agreements, conduct any merger, acquisition or investments, amend its articles of association or provide any loans to third parties. The exclusive option agreements will remain effective until all equity interests in the VIEs held by their nominee shareholders and all assets of the VIEs are transferred or assigned to the Company's relevant subsidiaries or its designated representatives.

*Powers of Attorney.* Pursuant to the powers of attorney, each of the nominee shareholders of the VIEs, executed a power of attorney to irrevocably appoint the Company's relevant subsidiaries or its designated person as nominee shareholder's attorney-in-fact to exercise all of the rights as a shareholder of the VIEs, including, but not limited to, the right to convene and attend shareholders' meeting, vote on any resolution that requires a shareholder vote, such as the appointment or removal of directors and executive officers, other voting rights pursuant to the then-effective articles of association of the VIEs and transfer of VIE's assets. The powers of attorney will remain in force for so long as the nominee shareholders remain shareholders of the VIEs. The powers of attorney were amended on December 23, 2020, which were extended the life to an indefinite terms commencing from December 23, 2020 and will be terminated in the event that (i) the power of attorney is unilaterally terminated by the Company's relevant subsidiaries; or (ii) it is legally permissible for the Company or any of the subsidiaries to hold equity interests directly or indirectly in VIEs or their designated person is registered to be the sole shareholder of VIEs.

*Equity Pledge Agreements.* Pursuant to the equity pledge agreements, among the Company's relevant subsidiaries, the VIEs and its nominee shareholders, the nominee shareholders of the VIEs pledged all of their equity interests in the VIEs to guarantee their and the VIEs' performance of their obligations under the contractual arrangements. In the event of a breach by the VIEs or the VIEs' shareholders of contractual obligations under these agreements, the Company's relevant subsidiaries, as pledgee, will be entitled the right to dispose of the pledged equity interests in the VIEs. The nominee shareholders of the VIEs also undertake that, during the term of the equity pledge agreements, they shall not dispose of the pledged equity interests or create or allow any encumbrance on the pledged equity interests. During the term of the equity pledge agreements, the Company's relevant subsidiaries has the right to receive all of the dividends and profits distributed on the pledged equity interests. The pledge will remain binding until the VIEs and their nominee shareholders discharge all their obligations under the contractual arrangements.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. Operations and Reorganization (Continued)**

***Risks in relation to the VIE structure***

A significant part of the Group's business is conducted through the VIEs of the Group, of which the Company is the ultimate primary beneficiary. In the opinion of management, the contractual arrangements with the VIEs and the nominee shareholders are in compliance with PRC laws and regulations and are legally binding and enforceable. The nominee shareholders are also shareholders of the Group and have indicated they will not act contrary to the contractual arrangements. However, there are substantial uncertainties regarding the interpretation and application of PRC laws and regulations including those that govern the contractual arrangements, which could limit the Group's ability to enforce these contractual arrangements and if the nominee shareholders of the VIE were to reduce their interests in the Group, their interest may diverge from that of the Group and that may potentially increase the risk that they would seek to act contrary to the contractual arrangements.

On March 15, 2019, the National People's Congress approved the Foreign Investment Law, effective on January 1, 2020. The Foreign Investment Law has a catch-all provision under the definition of "foreign investment" which includes investments made by foreign investors in China through means stipulated in laws or administrative regulations or other methods prescribed by the State Council. In the event that the State Council in the future promulgates laws and regulations that deem investments made by foreign investors through contractual arrangements as "foreign investment," the Group's ability to use the contractual arrangements with its VIEs and the Group's ability to conduct business through the VIEs could be severely limited.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**1. Operations and Reorganization (Continued)**

**Risks in relation to the VIE structure (Continued)**

The Company's ability to control the VIEs also depends on the powers of attorney the founders have to vote on all matters requiring shareholder approval in the VIEs. As noted above, the Company believes these powers of attorney are legally enforceable but may not be as effective as direct equity ownership.

In addition, if the Group's corporate structure or the contractual arrangements with the VIEs were found to be in violation of any existing or future PRC laws and regulations, the PRC regulatory authorities could, within their respective jurisdictions:

- revoke the Group's business and/or operating licenses;
- impose fines on the Group;
- confiscate any of the Group's income that they deem to be obtained through illegal operations;
- discontinue or place restrictions or onerous conditions on the Group's operations
- restrict the Group's right to collect revenues;
- shut down the Group's servers or block the Group's app/websites;
- require the Group to restructure the operations, re-apply for the necessary licenses or relocate the Group's businesses, staff and assets;
- impose additional conditions or requirements with which the Group may not be able to comply; or
- take other regulatory or enforcement actions against the Group that could be harmful to the Group's business.

The imposition of any of these restrictions or actions could result in a material adverse effect on the Group's ability to conduct its business. In such case, the Group may not be able to operate or control the VIEs, which may result in deconsolidation of the VIEs in the Group's consolidated financial statements. In the opinion of management, the likelihood for the Group to lose such ability is remote based on current facts and circumstances. The Group believes that the contractual arrangements among each of the VIEs, their respective shareholders and relevant wholly foreign-owned enterprises are in compliance with PRC law and are legally enforceable. The Group's operations depend on the VIEs to honor their contractual arrangements with the Group. These contractual arrangements are governed by PRC law and disputes arising out of these agreements are expected to be decided by arbitration in the PRC. Management believes that each of the contractual arrangements constitutes valid and legally binding obligations of each party to such contractual arrangements under PRC laws. However, the interpretation and implementation of the laws and regulations in the PRC and their application on the legality, binding effect and enforceability of contracts are subject to the discretion of competent PRC authorities, and therefore there is no assurance that relevant PRC authorities will take the same position as the Group herein in respect of the legality, binding effect and enforceability of each of the contractual arrangements. Meanwhile, since the PRC legal system continues to evolve, the interpretations of many laws, regulations and rules are not always uniform and enforcement of these laws, regulations and rules involve uncertainties, which may limit legal protections available to the Group to enforce the contractual arrangements should the VIEs or the nominee shareholders of the VIEs fail to perform their obligations under those arrangements.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Operations and Reorganization (Continued)

Risks in relation to the VIE structure (Continued)

The following combined financial information of the Group's VIEs as of December 31, 2018, 2019 and 2020 and for the years ended December 31, 2018, 2019 and 2020 included in the accompanying consolidated financial statements of the Group was as follows:

|  | December 31,<br>2018    | December 31,<br>2019    | December 31,<br>2020     |
|--|-------------------------|-------------------------|--------------------------|
|  | RMB in thousands        |                         |                          |
| <b>Current assets:</b>                           |                         |                         |                          |
| Cash and cash equivalents                        | 152,295                 | 201,310                 | 349,190                  |
| Time deposits                                    | 10,265                  | 7,674                   | 22,161                   |
| Accounts receivable, net                         | 130,823                 | 223,438                 | 343,099                  |
| Amount due from the Company and its subsidiaries | 165,559                 | 127,944                 | 173,596                  |
| Amount due from related parties                  | —                       | 170,535                 | 59,117                   |
| Prepayments and other current assets             | 841,018                 | 999,780                 | 1,383,648                |
| Short-term investments                           | 252,943                 | 672,787                 | 1,175,309                |
| <b>Non-current assets:</b>                       |                         |                         |                          |
| Long-term investments, net                       | 843,149                 | 794,549                 | 1,223,943                |
| Other non-current assets                         | 943,373                 | 1,483,983               | 2,183,411                |
| <b>Total assets</b>                              | <b><u>3,339,425</u></b> | <b><u>4,682,000</u></b> | <b><u>6,913,474</u></b>  |
| <b>Current liabilities:</b>                      |                         |                         |                          |
| Accounts payable                                 | 1,078,070               | 1,454,924               | 2,332,372                |
| Salary and welfare payable                       | 94,699                  | 128,343                 | 288,686                  |
| Taxes payable                                    | 27,152                  | 33,611                  | 106,492                  |
| Short-term loans                                 | —                       | —                       | 100,000                  |
| Deferred revenue                                 | 937,086                 | 1,234,508               | 1,769,992                |
| Amount due to the Company and its subsidiaries   | 1,594,527               | 2,650,499               | 3,752,973                |
| Accrued liabilities and other payables           | 318,568                 | 222,078                 | 449,370                  |
| Amount due to related parties                    | 23,054                  | —                       | —                        |
| <b>Non-current liabilities:</b>                  |                         |                         |                          |
| Other long-term liabilities                      | —                       | 23,108                  | 19,640                   |
| <b>Total liabilities</b>                         | <b><u>4,073,156</u></b> | <b><u>5,747,071</u></b> | <b><u>8,819,525</u></b>  |
| <b>For the Year Ended December 31,</b>           |                         |                         |                          |
|  | 2018                    | 2019                    | 2020                     |
|  | RMB in thousands        |                         |                          |
| <b>Net revenues:</b>                             |                         |                         |                          |
| Revenue from third parties                       | 3,691,219               | 6,056,332               | 9,651,207                |
| Revenue from the Company and its subsidiaries    | 443,405                 | 531,830                 | 667,765                  |
| <b>Net revenues</b>                              | <b><u>4,134,624</u></b> | <b><u>6,588,162</u></b> | <b><u>10,318,972</u></b> |
| Net loss   | (587,932)               | (448,114)               | (853,970)                |
| <b>For the Year Ended December 31,</b>           |                         |                         |                          |
|  | 2018                    | 2019                    | 2020                     |
|  | RMB in thousands        |                         |                          |
| Net cash provided by operating activities        | 636,972                 | 271,299                 | 1,476,494                |
| Net cash used in investing activities            | (674,483)               | (1,518,931)             | (2,421,163)              |
| Net cash provided by financing activities        | 130,592                 | 1,300,740               | 1,090,287                |

**BILIBILI INC.****NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)****1. Operations and Reorganization (Continued)****Risks in relation to the VIE structure (Continued)**

In accordance with various contractual agreements, the Company has the power to direct the activities of the VIEs and can have assets transferred out of the VIEs. Therefore, the Company considers that there are no assets in the respective VIEs that can be used only to settle obligations of the respective VIEs, except for the registered capital of the VIEs amounting to RMB12.2 million, RMB94.8 million and RMB92.1 million, as of December 31, 2018, 2019 and 2020, as well as certain non-distributable statutory reserves amounting to RMB7.7 million, RMB12.5 million and RMB17.9 million, respectively, as of December 31, 2018, 2019 and 2020. As the respective VIEs are incorporated as limited liability companies under the PRC Company Law, creditors do not have recourse to the general credit of the Company for the liabilities of the respective VIEs. There is currently no contractual arrangement that would require the Company to provide additional financial support to the VIEs. As the Group is conducting certain businesses in the PRC through the VIEs, the Group may provide additional financial support on a discretionary basis in the future, which could expose the Group to a loss.

There is no VIE in the Group where the Company or any subsidiary has a variable interest but is not the primary beneficiary.

**Liquidity**

The Group incurred net losses of RMB565.0 million, RMB1,303.6 million and RMB3,054.0 million for the years ended December 31, 2018, 2019 and 2020, respectively. Net cash provided by operating activities was RMB737.3 million, RMB194.6 million and RMB753.1 million for the years ended December 31, 2018, 2019 and 2020, respectively. Accumulated deficit was RMB2,842.7 million, RMB4,145.6 million and RMB7,175.3 million as of December 31, 2018, 2019 and 2020, respectively. The Group assesses its liquidity by its ability to generate cash from operating activities and attract investors' investments. Historically, the Group has relied principally on both operational sources of cash and non-operational sources of financing from investors to fund its operations and business development. The Group's ability to continue as a going concern is dependent on management's ability to successfully execute its business plan, which includes increasing revenues while controlling operating expenses, as well as, generating operational cash flows and continuing to gain support from outside sources of financing. In the past, the Group has been continuously receiving financing support from outside investors through the issuance of preferred shares and public offerings of ordinary shares. In 2018, the Company completed its IPO, raising US\$443.3 million (RMB2,781.8 million), and issued 25,063,451 Class Z Ordinary Shares to Tencent with net proceed of US\$317.2 million (RMB2,170.8 million). In 2019, the Company completed its offering of the 2026 Notes and the Primary Offering, raising US\$733.9 million (RMB5,003.8 million), after deducting commissions and offering expenses. In 2020, the Company completed an offering of convertible senior notes due 2027 (the "2027 Notes") raising US\$786.1 million (RMB5,594.8 million), after deducting commissions and offering expenses, and the Company issued 17,310,696 Class Z Ordinary Shares to Sony, raising US\$399.4 million (RMB2,817.5 million), after deducting offering expenses. Moreover, the Group can adjust the pace of its operation expansion and control the operating expenses. Based on the above considerations, the Group believes the cash and cash equivalents and the operating cash flows are sufficient to meet the cash requirements to fund planned operations and other commitments for at least the next twelve months from the date of the issuance of the consolidated financial statements. The Group's consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and liquidation of liabilities in the normal course of business.



**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**2. Significant Accounting Policies**

**a) Basis of presentation**

The consolidated financial statements of the Group have been prepared in accordance with the accounting principles generally accepted in the United States of America ("U.S. GAAP").

Significant accounting policies followed by the Group in the preparation of the accompanying consolidated financial statements are summarized below.

**b) Principles of consolidation**

The consolidated financial statements include the financial statements of the Company, its subsidiaries and VIEs for which the Company is the primary beneficiary.

Subsidiaries are those entities in which the Company, directly or indirectly, controls more than one half of the voting power, has the power to appoint or remove the majority of the members of the board of directors, or to cast a majority of votes at the meeting of the board of directors, or has the power to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

A consolidated VIE is an entity in which the Company's subsidiary, through contractual arrangements, has the power to direct the activities that most significantly impact the entity's economic performance, bears the risks of and enjoys the rewards normally associated with ownership of the entity, and therefore the Company's subsidiary is the primary beneficiary of the entity.

All transactions and balances among the Company, its subsidiaries and VIEs have been eliminated upon consolidation.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**2. Significant Accounting Policies (Continued)**

**c) Use of estimates**

The preparation of the Group's consolidated financial statements in conformity with the U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent liabilities at the balance sheet date and reported revenues and expenses during the reported periods in the consolidated financial statements and accompanying notes. Significant accounting estimates include, but are not limited to, determination of the average playing period for paying players, and assessment for the impairment of long-term investments accounted for using the measurement alternative.

**d) Functional currency and foreign currency translation**

The Group uses Renminbi ("RMB") as its reporting currency. The functional currency of the Company and its overseas subsidiaries incorporated in the Cayman Islands and Hong Kong is United States dollars ("US\$"). The functional currency of the Company's subsidiaries incorporated in Japan is Japanese yen. The functional currency of the Group's PRC entities is RMB.

In the consolidated financial statements, the financial information of the Company and other entities located outside of the PRC have been translated into RMB. Assets and liabilities are translated at the exchange rates on the balance sheet date, equity amounts are translated at historical exchange rates, and revenues, expenses, gains and losses are translated using the average rate for the year. Translation adjustments are reported as foreign currency translation adjustments, and are shown as a component of other comprehensive income/(loss) on the consolidated statements of operations and comprehensive loss.

Foreign currency transactions denominated in currencies other than the functional currency are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency using the applicable exchange rates at the balance sheet dates. Net gains and losses resulting from foreign exchange transactions are included in exchange gains/(losses) on the consolidated statements of operations and comprehensive loss.

**e) Convenience Translation**

Translations of balances on the consolidated balance sheets, consolidated statements of operations and comprehensive loss and consolidated statements of cash flows from RMB into US\$ as of and for the year ended December 31, 2020 are solely for the convenience of the reader and were calculated at the rate of US\$1.00 = RMB 6.5250, representing the noon buying rate in The City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York on December 31, 2020. No representation is made that the RMB amounts represent or could have been, or could be, converted, realized or settled into US\$ at that rate on December 31, 2020, or at any other rate.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**2. Significant Accounting Policies (Continued)**

**f) Fair value measurements**

*Financial instruments*

Accounting guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

- a. Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.
- b. Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical asset or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.
- c. Level 3 applies to asset or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The Group's financial instruments include cash and cash equivalents, time deposits, accounts receivable, amount due from/to related parties, short-term investments, and accounts payable of which the carrying values approximate their fair values. Please see Note 22 for additional information.

**BILIBILI INC.****NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)****2. Significant Accounting Policies (Continued)****g) Cash and cash equivalents and time deposits**

Cash and cash equivalents mainly represent cash on hand, demand deposits placed with large reputable banks in the United States of America and China, and highly liquid investments that are readily convertible to known amounts of cash and with original maturities from the date of purchase with terms of three months or less. As of December 31, 2018, 2019 and 2020, there were cash on hand and demand deposits with terms of and less than three months denominated in U.S. dollars amounting to approximately US\$481.6 million, US\$670.1 million and US\$582.2 million, respectively (equivalent to approximately RMB3,305.3 million, RMB4,674.6 million and RMB 3,798.5 million, respectively). As of December 31, 2018, 2019 and 2020, the Group had cash held in accounts managed by online payment platforms such as Alipay and Paypal in connection with the collection of online service fees for a total amount of RMB10.8 million, RMB26.8 million and RMB42.0 million, respectively, which have been classified as cash and cash equivalents on the consolidated balance sheets.

As of December 31, 2018, 2019 and 2020, the Group had approximately RMB 377.8 million, RMB1,596.0 million and RMB2,144.5 million cash and cash equivalents held by its PRC subsidiaries and VIEs, representing 11%, 32% and 46% of total cash and cash equivalents of the Group, respectively.

Time deposits represent deposits placed with banks with original maturities more than three months but less than one year. As of December 31, 2018, 2019 and 2020, there were time deposits denominated in U.S. dollars amounting to approximately US\$109.2 million, US\$264.4 million and US\$721.1 million, respectively (equivalent to approximately RMB749.4 million, RMB1,844.6 million and RMB 4,705.1million, respectively).

The Group had no other lien arrangements for the years ended December 31, 2018, 2019 and 2020. As of December 31, 2018, 2019 and 2020, the Group had no restricted cash balance.

**h) Receivables, net**

Prior to January 1, 2020, the Group monitors the collection of its receivables and records allowance for specifically identified non-recoverable amounts. If the economic situation and the financial condition of a customer deteriorate resulting in an impairment of the customer's ability to make payments, additional allowances might be required. Receivable balances are written off when they are determined to be uncollectible.

Starting from January 1, 2020, the Group adopted ASU No. 2016-13, "Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments" ("ASC Topic 326"), which amends previously issued guidance regarding the impairment of financial instruments by creating an impairment model that is based on expected losses rather than incurred losses. The Group used a modified retrospective approach with a cumulative-effect increase of approximately RMB17.9 million recorded in accumulated deficit.

The Group's accounts receivable and other receivables recorded in prepayments and other current assets are within the scope of ASC Topic 326. Accounts receivable consist primarily of receivables from advertising customers, and receivables from distribution channels.

To estimate expected credit losses, the Group has identified the relevant risk characteristics of its customers and the related receivables and other receivables which include size, type of the services or the products the Group provides, or a combination of these characteristics. Receivables with similar risk characteristics have been grouped into pools. For each pool, the Group considers the past collection experience, current economic conditions, future economic conditions (external data and macroeconomic factors) and changes in the Group's customer collection trends. This is assessed at each quarter based on the Group's specific facts and circumstances. No significant impact of changes in the assumptions since adoption.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 2. Significant Accounting Policies (Continued)

## h) Receivables, net (Continued)

The Group recorded a provision for current expected credit loss. The following table sets out movements of the allowance for doubtful accounts for the years ended December 31, 2018, 2019 and 2020:

|                                    | For the Year Ended December 31, |               |                |
|------------------------------------|---------------------------------|---------------|----------------|
|                                    | 2018                            | 2019          | 2020           |
|                                    | RMB in thousands                |               |                |
| Beginning balance prior to ASC 326 | —                               | —             | 17,696         |
| Impact of adoption to ASC 326      | —                               | —             | 17,900         |
| Beginning balance                  | 4,516                           | 14,420        | 35,596         |
| Provisions                         | 10,904                          | 9,396         | 99,165         |
| Write-offs                         | (1,000)                         | (6,120)       | (13,758)       |
| <b>Ending balance</b>              | <b>14,420</b>                   | <b>17,696</b> | <b>121,003</b> |

## i) Inventories, net

Inventories, mainly represent products for the Group's e-commerce business, are stated at the lower of cost or net realizable value on the consolidated balance sheets. Cost of inventories is determined using the weighted average cost method. Adjustments are recorded to write down the cost of inventories to the estimated net realizable value due to slow-moving merchandise and damaged goods, which is dependent upon factors such as historical and forecasted consumer demand, and promotional environment. The Group takes ownership, risks and rewards of the products purchased. Write downs are recorded in cost of revenues on the consolidated statements of operations and comprehensive loss. Certain costs attributable to buying and receiving products, such as purchase freights, are included in cost of inventories.

## j) Property and equipment, net

Property and equipment are stated at cost less accumulated depreciation and impairment, if any. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally three years. Leasehold improvements are amortized over the shorter of the estimated useful lives of the assets or the remaining lease term. Expenditures for maintenance and repairs are expensed as incurred. The gain or loss on the disposal of property and equipment is the difference between the net sales proceeds and the carrying amount of the relevant assets and is recognized on the consolidated statements of operations and comprehensive loss.

**BILIBILI INC.****NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)****2. Significant Accounting Policies (Continued)****k) Intangible assets, net**

Intangible assets acquired through business acquisitions are recognized as assets separate from goodwill if they satisfy either the “contractual-legal” or “separability” criterion. Purchased intangible assets are initially recognized and measured at fair value. Major identifiable intangible assets that have determinable lives continue to be amortized over their estimated useful lives using the straight-line method as follows:

|                                  |   |
|----------------------------------|---|
| Licensed copyrights of content   | shorter of the licensed period or projected useful life of the content, mainly vary from 1 to 8 years   |
| License rights of mobile games   | shorter of the licensed period or projected useful life of mobile games, mainly vary from 1 to 3 years  |
| Intellectual property and others | 1 - 10 years, based on the underlying intangible assets expected to contribute to the future cash flows |

If expectations of the usefulness of the content are revised downward, the unamortized cost is written down to the estimated net realizable value. A write-down from unamortized cost to a lower estimated net realizable value establishes a new cost basis.

**l) Goodwill**

Goodwill represents the excess of the purchase consideration over the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed from the acquired entity as a result of the Company’s acquisitions of interests in its subsidiaries and consolidated VIEs. Goodwill is not depreciated or amortized but is tested for impairment at the reporting unit level on an annual basis, and between annual tests when an event or circumstances change occurs that indicate the asset might be impaired. Under ASC 350-20-35, the Group has the option to choose whether it will apply the qualitative assessment first and then the quantitative assessment, if necessary, or to apply the quantitative assessment directly.

The Group applies the quantitative impairment test, which consists of a two-step quantitative impairment test. The first step was comparing the carrying amount of the reporting unit to the fair value of the reporting unit. If the fair value of the reporting unit exceeded the carrying value of the reporting unit, goodwill was not impaired and the Group was not required to perform further testing. If the carrying value of the reporting unit exceeds the fair value of the reporting unit, then the Group must perform the second step of the two-step quantitative goodwill impairment test to measure the amount of impairment loss by comparing the implied fair value of the reporting unit goodwill with the carrying amount of that goodwill.

On January 1, 2020, the Group adopted ASU No. 2017-04, *Simplifying the Test for Goodwill Impairment* to simplify the test for goodwill impairment by removing Step 2, which was issued by the FASB in January 2017. The Group, therefore, performs the goodwill impairment test by comparing the fair value of the reporting unit with its carrying amount and recognizing an impairment charge for the amount by which the carrying amount exceeds the fair value, not to exceed the total amount of goodwill allocated to the reporting unit. This adoption did not have a material impact on the consolidated financial statements.

Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The estimated fair value of reporting unit is determined using either an income approach or a market approach, when appropriate. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit. The Group as a whole is determined to be one reporting unit for goodwill impairment testing. The Group applied the quantitative assessment and performed the goodwill impairment test by quantitatively comparing the fair values of the reporting unit to its carrying amounts. The Group determines the fair value of the reporting unit based on its quoted stock price, and no impairment charge was recognized for any of the periods presented.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

m) Impairment of long-lived assets other than goodwill

Long-lived assets are evaluated for impairment whenever events or changes in circumstances (such as a significant adverse change to market conditions that will impact the future use of the assets) indicate that the carrying value of an asset may not be fully recoverable or that the useful life is shorter than the Group had originally estimated. When these events occur, the Group evaluates the impairment for the long-lived assets by comparing the carrying value of the assets to an estimate of future undiscounted cash flows expected to be generated from the use of the assets and their eventual disposition. If the sum of the expected future undiscounted cash flows is less than the carrying value of the assets, the Group recognizes an impairment loss based on the excess of the carrying value of the assets over the fair value of the assets.

n) Research and development expenses

Research and development expenses mainly consist of payroll-related expenses incurred for the innovation of video function, development and enhancement to the Group's websites and platforms of applications and development of online games.

For internal use software, the Group expenses all costs incurred for the preliminary project stage and post implementation-operation stage of development, and costs associated with repair or maintenance of the existing platforms. Costs incurred in the application development stage are capitalized and amortized over the estimated useful life. Since the amount of the Group's research and development expenses qualifying for capitalization has been immaterial, as a result, all development costs incurred for development of internal used software have been expensed as incurred.

For external use software, costs incurred for development of external use software have not been capitalized since the inception of the Group, because the period after the date technical feasibility is reached and the time when the software is marketed is short historically, and the amount of costs qualifying for capitalization has been immaterial.

o) Sales and marketing expenses

Sales and marketing expenses consist primarily of marketing and promotional expenses, salaries and other compensation-related expenses to the Group's sales and marketing personnel. Marketing and promotional expenses consist primarily of costs for the promotion of corporate image and product marketing. The Group expenses all marketing and promotion costs as incurred and classifies these costs under sales and marketing expenses. For the years ended December 31, 2018, 2019 and 2020, the marketing and promotional expenses were RMB436.5 million, RMB934.7 million and RMB3,006.0 million, respectively.

p) General and administrative expenses

General and administrative expenses consist primarily of salaries and other compensation-related expenses to the Group's general and administrative personnel, professional fees, rental expenses and allowance for doubtful accounts.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**2. Significant Accounting Policies (Continued)**

**q) Leases**

Prior to 2019, the Group accounted for leases under ASC 840, *Leases*. Leases where substantially all the rewards and risks of ownership of assets remain with the lessor are accounted for as operating leases. Rental expense is recognized from the date of initial possession of the leased property on a straight-line basis over the term of the lease. Certain lease agreements contain rent holidays, which are recognized on a straight-line basis over the lease term. Lease renewal periods are considered on a lease-by-lease basis and are generally not included in the initial lease terms.

On January 1, 2019, the Group adopted ASU No. 2016-02, *Leases (Topic 842)*, as amended, which supersedes the lease accounting guidance under ASC 840, and generally requires lessees to recognize operating and financing lease liabilities and corresponding right-of-use assets on the balance sheet and to provide enhanced disclosures surrounding the amount, timing and uncertainty of cash flows arising from leasing arrangements.



## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 2. Significant Accounting Policies (Continued)

## q) Leases (Continued)

The Group elected to apply practical expedients permitted under the transition method that allow the Group to use the beginning of the period of adoption as the date of initial application, to not recognize lease assets and lease liabilities for leases with a term of twelve months or less, to not separate non-lease components from lease components, and to not reassess lease classification, treatment of initial direct costs, or whether an existing or expired contract contains a lease. The Group used modified retrospective method and did not adjust the prior comparative periods. Under the new lease standard, the Group determines if an arrangement is or contains a lease at inception. Right-of-use assets and liabilities are recognized at lease commencement date based on the present value of remaining lease payments over the lease terms. The Group considers only payments that are fixed and determinable at the time of lease commencement.

As a result of the adoption, the Group recognized approximately RMB235.7 million of right-of-use assets recorded in “Other long-term assets,” and corresponding short-term leasing liabilities recorded in “Accrued liabilities and other payables” and long-term leasing liabilities recorded in “Other long-term liabilities” respectively on the consolidated balance sheet as of January 1, 2019. The adoption had no material impact on the Group’s consolidated statements of operations and comprehensive loss and cash flows for the year ended December 31, 2019 or the opening balance of accumulated deficit as of January 1, 2019.

The Group leases office space and staff quarters under non-cancelable operating lease agreements, which expire at various dates through 2025. As of December 31, 2019, and December 31, 2020, the Group’s operating leases had a weighted average remaining lease term of 3.2 years and 3.1 years and a weighted average discount rate of 4.75% and 4.75%, respectively. Future lease payments under operating leases as of December 31, 2020 were as follows:

|  | <u>December 31, 2020</u><br>RMB in thousands |
|--|--|
| 2021   | 156,869                                      |
| 2022   | 171,923                                      |
| 2023   | 106,253                                      |
| 2024   | 43,575                                       |
| 2025 and thereafter                            | 17,813                                       |
| Total future lease payments                    | 496,433                                      |
| Impact of discounting remaining lease payments | (42,642)                                     |
| Total lease liabilities                        | <u>453,791</u>                               |

Rent expense under operating leases was RMB55.8 million for the year ended December 31, 2018. Operating lease cost for the years ended December 31, 2019 and 2020 was RMB79.4 million and RMB107.2 million, respectively, which excluded cost of short-term contracts. Short-term lease cost for the year ended December 31, 2019 and 2020 was immaterial. Supplemental cash flow information related to operating leases was as follows:

|  | <u>For the Year Ended December 31,</u> |                |
|--|--|----------------|
|  | <u>2019</u>                            | <u>2020</u>    |
|  | RMB in thousands                       |                |
| Cash payments for operating leases                                       | 67,535                                 | 107,772        |
| Right-of-use assets obtained in exchange for operating lease liabilities | <u>96,692</u>                          | <u>260,867</u> |

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 2. Significant Accounting Policies (Continued)

## q) Leases (Continued)

Future lease payments under leases as of December 31, 2018 were as follows:

|             | <u>Operating Leases*</u><br>RMB in thousands |
|-------------|--|
| 2019        | 65,400                                       |
| 2020        | 72,230                                       |
| 2021        | 73,054                                       |
| 2022        | 69,681                                       |
| Beyond 2022 | 19,544                                       |

\* Amounts are based on ASC 840, *Leases* that were superseded upon the Company's adoption of ASC 842, *Leases* on January 1, 2019.

## r) Share-based compensation

Share based compensation expenses arise from share-based awards, including share options for the purchase of the Company's ordinary shares. The Group accounts for share-based awards granted to employees in accordance with ASC 718 *Compensation - Stock Compensation* and share-based awards granted to nonemployees in accordance with ASC 505. On January 1, 2019, the Group adopted ASU 2018-07, *Compensation—Stock Compensation (Topic 718): Improvement to Nonemployee Share-based Payment Accounting* to amend the accounting for share-based payment awards issued to nonemployees. Under ASU 2018-07, the accounting for awards to non-employees are similar to the model for employee awards.

For share options for the purchase of ordinary shares granted to employees determined to be equity classified awards, the related share-based compensation expenses are recognized in the consolidated financial statements based on their grant date fair values which are calculated using the binomial option pricing model. The determination of the fair value is affected by the share price as well as assumptions regarding a number of complex and subjective variables, including the expected share price volatility, risk-free interest rates and expected dividends.

For share options granted with service conditions only, share-based compensation expenses are recorded net of estimated forfeitures using straight-line method during the requisite service period, such that expenses are recorded only for those share-based awards that are expected to ultimately vest.

For share options granted with service condition and the occurrence of an IPO as performance condition, share-based compensation expenses are recorded net of estimated forfeitures using graded-vesting method during the requisite service period. Cumulative share-based compensation expenses for the options that have satisfied the service condition, amounting to RMB28.9 million, were recorded upon the completion of the IPO in 2018.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**2. Significant Accounting Policies (Continued)**

**s) Employee benefits**

*PRC Contribution Plan*

Full time employees of the Group in the PRC participate in a government mandated defined contribution plan, pursuant to which certain pension benefits, medical care, employee housing fund and other welfare benefits are provided to the employees. Chinese labor regulations require that the PRC subsidiaries and VIEs of the Group make contributions to the government for these benefits based on certain percentages of the employees' salaries, up to a maximum amount specified by the local government. The Group has no legal obligation for the benefits beyond the contributions made.

**t) Investments**

*Short-term investments*

Short-term investments primarily include money market funds, financial products with variable interest rates referenced to performance of underlying assets issued by commercial banks or other financial institutions and publicly traded companies with the intention to be sold within twelve months.

In accordance with ASC 825, *Financial Instruments*, for financial products with variable interest rates referenced to performance of underlying assets, the Group elected the fair value method at the date of initial recognition and carries these investments at fair value. Changes in the fair value of these investments are reflected on the consolidated statements of operations and comprehensive loss as "Investment income, net". Fair value is estimated based on quoted prices of similar products provided by financial institutions at the end of each reporting period.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

t) Investments (Continued)

For the investments in publicly traded companies, the Group carries the investments at fair value at the end of each reporting period. Changes in the fair value of these investments are reflected on the consolidated statements of operations and comprehensive loss as “Investment income, net”.

*Long-term investments, net*

The Group’s long-term investments primarily consist of equity investments accounted for using the measurement alternative, equity investments accounted for using the equity method and other investments accounted for at fair value.

*Equity investments accounted for using the measurement alternative*

For those investments over which the Group does not have significant influence and without readily determinable fair value, the Group records them at cost, less impairment, and plus or minus subsequent adjustments for observable price changes, in accordance with ASU 2016-01, *Financial Instruments-Overall: Recognition and Measurement of Financial Assets and Financial Liabilities* which was adopted on January 1, 2018. The adoption did not have a significant impact on the Group’s consolidated financial statements. Under this measurement alternative, changes in the carrying value of the equity investments are required to be made whenever there are observable price changes in orderly transactions for the identical or similar investment of the same issuer.

Management regularly evaluates the impairment of these investments based on performance and financial position of the investee as well as other evidence of market value. Such evaluation includes, but is not limited to, reviewing the investee’s cash position, recent financing, projected and historical financial performance, cash flow forecasts and financing needs. An impairment loss recognized equals to the excess of the investment cost over its fair value at the end of each reporting period for which the assessment is made. The fair value would then become the new cost basis of investment.

*Equity investments accounted for using the equity method*

The Group applies the equity method of accounting to account for equity investments and limited partnership in a private equity fund, according to ASC 323 *Investment—Equity Method and Joint Ventures*, over which it has significant influence but does not own a majority equity interest or otherwise control. Under the equity method, the Group initially records the investments at cost and the difference between the cost of the equity investee and the fair value of the underlying equity in the net assets of the equity investee is recognized as equity method goodwill, which is included in the equity method investments on the consolidated balance sheets. The Group subsequently adjusts the carrying amount of the investments to recognize its proportionate share of each equity investee’s net income or loss into earnings and cash distributions from investees, after the date of investment. The Group evaluates the equity method investments for impairment under ASC 323. An impairment loss on the equity method investments is recognized as “Investment income, net” in the consolidated statements of operations and comprehensive loss when the decline in value is determined to be other-than-temporary.

*Investments accounted for at fair value*

In accordance with ASC 825, *Financial Instruments*, for financial products with variable interest rates referenced to performance of underlying assets and with original maturities greater than one year, the Group elected the fair value method at the date of initial recognition and carries these investments at fair value. Changes in the fair value of these investments are reflected on the consolidated statements of operations and comprehensive loss as “Investment income, net”. Fair value is estimated based on quoted prices of similar products provided by financial institutions at the end of each reporting period. The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements. Please see Note 22 for additional information.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

u) Taxation

*Income taxes*

Current income taxes are provided on the basis of income/(loss) for financial reporting purposes, adjusted for income and expense items which are not assessable or deductible for income tax purposes, in accordance with the regulations of the relevant tax jurisdictions. Deferred income taxes are provided using the assets and liabilities method. Under this method, deferred income taxes are recognized for the tax consequences of temporary differences by applying enacted statutory rates applicable to future years to differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities. The tax base of an asset or liability is the amount attributed to that asset or liability for tax purposes. The effect on deferred taxes of a change in tax rates is recognized in the consolidated statement of operations and comprehensive loss in the period of change. A valuation allowance is provided to reduce the amount of deferred tax assets if it is considered more-likely-than-not that some portion of, or all of the deferred tax assets will not be realized.

*Uncertain tax positions*

In order to assess uncertain tax positions, the Group applies a more-likely-than-not threshold and a two-step approach for the tax position measurement and financial statement recognition. Under the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more-likely-than-not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likelihood of being realized upon settlement. The Group recognizes interest and penalties, if any, under accrued expenses and other current liabilities on its consolidated balance sheets and under income tax expenses in its consolidated statements of operations and comprehensive loss. The Group did not have any significant unrecognized uncertain tax positions as of and for the years ended December 31, 2018, 2019 and 2020. The Group also did not expect any significant increase or decrease in unrecognized tax liability within 12 months following the reporting date.

v) Revenue recognition

On January 1, 2018, the Group adopted ASC 606, *Revenue from Contracts with Customers* using the modified retrospective method for all contracts not completed as of the date of adoption.

Under ASC 606, revenue is recognized when a customer obtains control of promised goods or services in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. The Group identifies its contracts with customers and all performance obligations within those contracts. The Group then determines the transaction price and allocates the transaction price to the performance obligations within the Group's contracts with customers, recognizing revenue when, or as, the Group satisfies its performance obligations.

The adoption of ASC 606 did not significantly change (1) the timing and pattern of revenue recognition for all of the Group's revenue streams, and (2) the presentation of revenue as gross versus net. Therefore, the adoption of ASC 606 did not have a significant impact on the Group's financial position, results of operations, equity, cash flows or any adjustment on the Group's consolidated financial statements as of the adoption date and for the years ended December 31, 2018, 2019 and 2020.

The Group's revenue recognition policies effective upon the adoption of ASC 606 are as follows:

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

v) Revenue recognition (continued)

Mobile game services

*Exclusively distributed mobile games*

For the years ended December 31, 2018, 2019 and 2020, the Group primarily generates revenues from the sale of in-game virtual items to enhance the game-playing experience.

In accordance with ASC 606, the Group evaluates the contracts with its customers and determines that the Group has a single combined performance obligation which is to make the game and the ongoing game related services available to the paying players. The transaction price, which is the amount paid for in-game virtual items by the paying player, is allocated entirely to this single combined performance obligation. The Group recognizes revenue from in-game virtual items over the estimated average playing period of paying players, starting from the point-in-time when related in-game virtual items are delivered to the paying players' accounts.

The Group has estimated the average playing period of the paying players for each game, usually between three to eight months. The Group considers the average period that players typically play the games and other game player behavior patterns, as well as various other factors to arrive at the best estimates for the estimated playing period of the paying players. To compute the estimated average playing period for paying players, the Group considers the initial purchase date as the starting point of a paying player's lifespan. The Group tracks populations of paying players who made their initial purchases during the interval period (the "Cohort") and tracks each Cohort to understand the subsequent churn rate of the paying players of each Cohort, i.e. the number of paying players from each Cohort who left subsequent to their initial purchases. To determine the ending point of a paying player's lifespan beyond the date for which observable data are available, the Group extrapolates the actual observed churn rate to arrive at an estimated weighted average playing lifespan for paying players of the selected games. If a new game is launched and only a limited period of paying player data is available, then the Group considers other qualitative factors, such as the playing patterns for paying players for other games with similar characteristics with the new game, including paying player type and purchasing frequency. While the Group believes its estimates to be reasonable based on available game player information, the Group may revise such estimates based on new information indicating a change in the game player behavior patterns and any adjustments are applied prospectively.

In accordance with ASC 606-10-55-39, the Group assesses whether it acts as the principal or as an agent in the arrangement with each party respectively. The Group records revenue generated from exclusively distributed mobile games on a gross basis as the Group is acting as the principal to fulfill all obligations related to the mobile game operations. The Group is responsible for the launch of the games, hosting and maintenance of game servers, and determination of when and how to operate the in-game promotions and customer services. The Group is also determining the pricing of in-game virtual items and making a localized version for overseas licensed games.

Proceeds earned from selling in-game virtual items are shared between the Group and the third-party game developers, with the amount paid to the third-party game developers generally calculated based on amounts paid by paying players, after deducting the fees paid to the payment channels and the distribution channels. Fees paid to third-party game developers, distribution channels and payment channels are recorded as "Cost of revenues" on the consolidated statements of operations and comprehensive loss.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

v) Revenue recognition (continued)

Mobile game services (continued)

*Jointly operated mobile game distribution services*

The Group is also offering distribution services for mobile games developed by the third-party game developers. In accordance with ASC 606, the Group evaluates the contracts with the third-party game developers and identifies the performance obligations as distributing games and providing payment solution and market promotion service to the game developers. Accordingly, the Group earns service revenue by distributing them to the game players.

In accordance with ASC 606-10-55-39, the Group assesses whether it acts as the principal or as an agent in the arrangement with each party respectively. With respect to the jointly operated licensed arrangements between the Group and the third-party game developers, the Group considered it does not have the primary responsibility for fulfillment and acceptability of the game services. The Group's responsibilities are distributing games, providing payment solution and market promotion service, and thus the Group views the third-party game developers to be its customers. Accordingly, the Group records the game distribution service revenue from these games, on a net basis based on the ratios pre-determined with the third-party game developers when the performance obligations are satisfied, which is generally when the paying players purchase virtual currencies issued by the third-party game developers.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**2. Significant Accounting Policies (Continued)**

**v) Revenue recognition (continued)**

**Valued added services (“VAS”)**

The Group offers premium membership subscription, live broadcasting and other video, audio and comic content to the customers.

The Group offers premium membership subscription services which provide subscribing members access to streaming of premium content in exchange for a non-refundable upfront premium membership fee. When the receipt of premium membership fees is for services to be delivered over a period of time, generally from one month to twelve months, the receipt is initially recorded as “Deferred revenue” and revenue is recognized ratably over the membership period as services are rendered.

The Group operates and maintains live broadcasting channel whereby users can enjoy live performances provided by the hosts and interact with the hosts. Most of the hosts host the performance on their own. The Group creates and sells virtual items to users so that the users present them simultaneously to hosts to show their support. The virtual items sold by the Group comprise of either (i) consumable items or (ii) time-based items, such as privilege titles etc. Revenues derived from the sale of virtual items are recorded on a gross basis as the Group acts as the principal to fulfill all obligations related to the sale of virtual items in accordance with ASC 606-10-55-39. Accordingly, revenue is recognized at point-in-time when the virtual item is delivered and consumed if the virtual item is a consumable item or, in the case of time-based virtual item, recognized ratably over the period each virtual item is made available to the user, which generally does not exceed one year. Proceeds received from the sales of virtual items before they consumed are recorded as “Deferred revenue”.

Under the arrangements with the hosts, the Group shares with them a portion of the revenues derived from the sales of virtual items. The portion paid to hosts is recognized as “Cost of revenues” on the consolidated statements of operations and comprehensive loss.

**Advertising services**

The Group provides various advertising formats, mainly include but not limited to advertisements appearing on the app opening page, banner text-links, logos, buttons and rich media, performance-based advertising and native advertisements which are customized according to advertisers’ needs. The Group determines each format of advertisements which is a distinct performance obligation. Consideration is allocated to each performance obligation based on its standalone selling price. The Group recognizes revenue on a pro-rata basis for each performance obligation, commencing on the date the advertisements are displayed on the Group’s platform or upon the performance obligations are satisfied, generally when users click on links.

*Sales incentives to customers*

The Group provides various sales incentives to its customers, including cash incentives in the form of commissions to certain third-party advertising agencies and noncash incentives such as discounts and advertising services provided free of charge in certain bundled arrangements, which are negotiated on a contract by contract basis with customers. The Group accounts for these incentives granted to customers as variable consideration in accordance with ASC 606. The amount of variable consideration is measured based on the most likely amount of incentive to be provided to customers.



BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

v) Revenue recognition (continued)

**E-commerce and other revenues**

E-commerce and other revenues are mainly from the sales of products through the Group's e-commerce platform, as well as revenues from holding certain offline performance activities. E-commerce and other revenues are recognized when control of promised goods or services is transferred to the customers, which generally occurs upon the acceptance of the goods or services by the customers. Pursuant to ASC 606-10-55-39, for arrangements where the Group is primarily responsible for fulfilling the promise to provide the goods or services, are subject to inventory risk, and have latitude in establishing prices and selecting suppliers, revenues are recorded on a gross basis. Otherwise, revenues are recorded on a net basis. Cash coupons, granted to the customers for free at the Group's discretion, are recorded as a reduction of the arrangement's transaction price thereby reducing the amount of revenue recognized as the payment is not for a distinct good or service received from the customer in accordance with ASC 606-10-32-25.

Net revenues presented on the consolidated statements of operations and comprehensive loss are net of sales discount and sales tax.

**Other Estimates and Judgments**

The Group estimates revenue of mobile game, VAS from the third-party payment processors in the current period when reasonable estimates of these amounts can be made. The processors provide reliable interim preliminary reporting within a reasonable time frame following the end of each month and the Group maintains records of sales data, both of which allow the Group to make reasonable estimates of revenue and therefore to recognize revenue during the reporting period. Determination of the appropriate amount of revenue recognized involves judgments and estimates that the Group believes are reasonable, but actual results may differ from the Group's estimates. When the Group receives the final reports, to the extent not received within a reasonable time frame following the end of each month, the Group records any differences between estimated revenue and actual revenue in the reporting period when the Group determines the actual amounts. The revenue on the final revenue report have not differed significantly from the reported revenue for the periods presented.

**Contract balances**

Timing of revenue recognition may differ from the timing of invoicing to customers. Accounts receivable represent amounts invoiced, and revenue recognized prior to invoicing when the Group has satisfied its performance obligations and has the unconditional right to consideration.

Deferred revenue relates to unsatisfied performance obligations at the end of each reporting period and consists of cash payment received in advance from game players in mobile games, from customers in advertising services, live broadcasting services and other VAS, and e-commerce platforms. Due to the generally short-term duration of the relevant contracts, the majority of the performance obligations are satisfied within one year. The amount of revenue recognized that was included in the receipts in advance balance at the beginning of the year was RMB571.4 million, RMB943.4 million, and RMB1,238.8 million for the years ended December 31, 2018, 2019 and 2020, respectively.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 2. Significant Accounting Policies (Continued)

## v) Revenue recognition (continued)

**Practical expedients**

The Group has used the following practical expedients as allowed under ASC 606:

The transaction price allocated to the performance obligations that are unsatisfied, or partially unsatisfied, has not been disclosed, as substantially all of the contracts have an original expected duration of one year or less.

The following table presents the Group's net revenues disaggregated by revenue sources:

|  | For the Year Ended December 31, |                  |                   |
|--|---------------------------------|------------------|-------------------|
|  | 2018                            | 2019             | 2020              |
|  | RMB in thousands                |                  |                   |
| Mobile games   | 2,936,331                       | 3,597,809        | 4,803,382         |
| Value-added services (formerly known as Live broadcasting and VAS) | 585,643                         | 1,641,043        | 3,845,663         |
| Advertising  | 463,490                         | 817,016          | 1,842,772         |
| E-commerce and others  | 143,467                         | 722,054          | 1,507,159         |
| <b>Total net revenues</b>  | <b>4,128,931</b>                | <b>6,777,922</b> | <b>11,998,976</b> |

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**3. Significant Accounting Policies (Continued)**

**w) Cost of revenues**

Costs of revenues consist primarily of revenue sharing costs to mobile games developers and distribution channels and payment channels, revenue sharing with the hosts and content creators, staff costs, content costs, server and bandwidth service costs, depreciation expenses and other direct costs of providing these services as well as cost of merchandise sold. These costs are charged to the consolidated statements of operations and comprehensive loss as incurred.

**x) Related parties**

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or significant influence, such as a family member or relative, shareholder, or a related corporation.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 2. Significant Accounting Policies (Continued)

## y) Net loss per share

Loss per share is computed in accordance with ASC 260, *Earnings per Share*. The two-class method is used for computing earnings per share in the event the Group has net income available for distribution. Under the two-class method, net income is allocated between ordinary shares and participating securities based on dividends declared (or accumulated) and participating rights in undistributed earnings as if all the earnings for the reporting period had been distributed. The Company's Pre-IPO Preferred Shares and other permanent equities are participating securities because they are entitled to receive dividends or distributions on an as-converted basis. Prior to the IPO, the computation of basic loss per share using the two-class method is not applicable as the Group is in a net loss position and net loss is not allocated to other participating securities because in accordance with their contractual terms they are not obligated to share in the losses.

Basic net loss per share is computed using the weighted average number of ordinary shares outstanding during the period. Diluted net loss per share is computed using the weighted average number of ordinary shares and potential ordinary shares outstanding during the period. Potential ordinary shares include ordinary shares issuable upon the conversion of the Pre-IPO Preferred Shares and other permanent equities, using the if-converted method, for periods prior to the completion of the IPO, ordinary shares issuable upon the exercise of outstanding share options using the treasury stock method and ordinary shares issuable upon the conversion of the 2026 Notes and 2027 Notes using the if-converted method. The computation of diluted net loss per share does not assume conversion, exercise, or contingent issuance of securities that would have an anti-dilutive effect (i.e. an increase in earnings per share amounts or a decrease in loss per share amounts) on net loss per share. After the completion of the IPO, net loss per ordinary share is computed on Class Y Ordinary Shares and Class Z Ordinary Shares combined basis, because both classes have the same dividend rights in the Company's undistributed net income.

## z) Statutory reserves

In accordance with China's Company Laws, the Company's VIEs in PRC must make appropriations from their after-tax profit, as determined under the accounting principles generally acceptable in the People's Republic of China ("PRC GAAP"), to non-distributable reserve funds including (i) statutory surplus fund and (ii) discretionary surplus fund. The appropriation to the statutory surplus fund must be at least 10% of the after-tax profits calculated in accordance with PRC GAAP. Appropriation is not required if the statutory surplus fund has reached 50% of the registered capital of the respective company. Appropriation to the discretionary surplus fund is made at the discretion of the respective company.

Pursuant to the laws applicable to China's FIEs, the Company's subsidiaries that are FIEs in China have to make appropriations from their after-tax profit (as determined under PRC GAAP) to reserve funds including (i) general reserve fund, (ii) enterprise expansion fund and (iii) staff bonus and welfare fund. The appropriation to the general reserve fund must be at least 10% of the after-tax profits calculated in accordance with PRC GAAP. Appropriation is not required if the general reserve fund has reached 50% of the registered capital of the respective company. Appropriations to the other two reserve funds are at the respective companies' discretion.

The following table presents the Group's appropriations to general reserve funds and statutory surplus funds for the years ended December 31, 2018, 2019 and 2020:

|   | For the Year Ended |       |       |
|---|--------------------|-------|-------|
|   | December 31,       |       |       |
|   | 2018               | 2019  | 2020  |
|   | RMB in thousands   |       |       |
| Appropriations to general reserve funds and statutory surplus funds | 3,591              | 5,797 | 4,421 |

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

aa) Noncontrolling interests

For the Company's majority-owned subsidiaries and consolidated VIEs, noncontrolling interests are recognized to reflect the portion of the equity which is not attributable, directly or indirectly, to the Company as the controlling shareholder. Noncontrolling interests acquired through a business combination are recognized at fair value at the acquisition date, which is estimated with reference to the purchase price per share as of the acquisition date.

The noncontrolling interests will continue to be attributed with its share of losses even if that attribution results in a deficit noncontrolling interest balance.

bb) Comprehensive loss

Comprehensive loss is defined to include all changes in equity of the Group during a period arising from transactions and other events and circumstances excluding transactions resulting from investments by shareholders and distributions to shareholders. Accumulated other comprehensive income, as presented on the consolidated balance sheets, consists of accumulated foreign currency translation adjustments.

cc) Segment reporting

Based on the criteria established by ASC 280, *Segment Reporting*, the Group's chief operating decision maker has been identified as the Chairman of the Board of Directors and CEO, who reviews consolidated results of the Group when making decisions about allocating resources and assessing performance. The Group has internal reporting of revenue, cost and expenses by nature as a whole. Hence, the Group has only one operating segment. The Company is domiciled in the Cayman Islands while the Group mainly operates its businesses in the PRC and earns majority of the revenues from external customers attributed to the PRC.

dd) Business combinations

The Group accounts for its business combinations using the acquisition method of accounting in accordance with ASC 805, *Business Combinations*. The cost of an acquisition is measured as the aggregate of the acquisition date fair values of the assets transferred and liabilities incurred by the Group to the sellers and equity instruments issued. Transaction costs directly attributable to the acquisition are expensed as incurred. Identifiable assets and liabilities acquired or assumed are measured separately at their fair values as of the acquisition date, irrespective of the extent of any noncontrolling interests. The excess of (i) the total costs of acquisition, fair value of the noncontrolling interests and acquisition date fair value of any previously held equity interest in the acquiree over (ii) the fair value of the identifiable net assets of the acquiree is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in the consolidated statements of operations and comprehensive loss. During the measurement period, which can be up to one year from the acquisition date, the Group may record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded on the consolidated statements of operations and comprehensive loss.

In a business combination achieved in stages, the Group re-measures the previously held equity interests in the acquiree when obtaining control at its acquisition date fair value and the re-measurement gain or loss, if any, is recognized on the consolidated statements of operations and comprehensive loss.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Significant Accounting Policies (Continued)

dd) Business combinations (Continued)

For the Company's majority-owned subsidiaries and consolidated VIEs, noncontrolling interests are recognized to reflect the portion of their equity which is not attributable, directly or indirectly, to the Company.

If a business combination is under common control, the acquired assets and liabilities are recognized at their historical book value. The consolidated financial statements include the results of the acquired entities from the earliest date presented or, if more recent, from the date when the entities first came under common control, regardless of the date of the combination. Consolidated financial statements for prior years would also be retrospectively adjusted for periods during which the entities were under common control.

ee) Recently issued accounting pronouncements

*Simplifying the Accounting for Income Taxes.* In December 2019, the FASB issued ASU 2019-12, *Simplifying the Accounting for Income Taxes*, which removes specific exceptions to the general principles in Topic 740 and to simplifies accounting for income taxes. The guidance is effective for all entities for fiscal years beginning after December 15, 2020 and for interim periods within those fiscal years. The Group does not expect the adoption to have a material impact on its consolidated financial statements.

*Investments-Equity Securities (Topic 321), Investments-Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815): Clarifying the Interactions between Topic 321, Topic 323, and Topic 815.* In January 2020, the FASB issued ASU 2020-01, "*Investments-Equity Securities (Topic 321), Investments-Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815): Clarifying the Interactions between Topic 321, Topic 323, and Topic 815,*" which clarifies the interaction of the accounting for equity investments under Topic 321 and investments accounted for under the equity method of accounting in Topic 323 and the accounting for certain forward contracts and purchased options accounted for under Topic 815. The guidance is effective for all entities for fiscal years beginning after December 15, 2020 and for interim periods within those fiscal years. The Group does not expect the adoption to have a material impact on its consolidated financial statements.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**3. Concentrations and Risks****a) Telecommunications service provider**

The Group relied on telecommunications service providers and their affiliates for servers and bandwidth services to support its operations for the years ended December 31, 2018, 2019 and 2020 as follows:

|  | For the Year Ended<br>December 31, |      |      |
|--|------------------------------------|------|------|
|  | 2018                               | 2019 | 2020 |
| Total number of telecommunications service providers   | 88                                 | 107  | 116  |
| Number of service providers providing 10% or more of the Group's servers and bandwidth expenditure             | 3                                  | 2    | 3    |
| Total percentage of the Group's servers and bandwidth expenditure provided by 10% or greater service providers | 48%                                | 45%  | 55%  |

**b) Foreign currency exchange rate risk**

The functional currency and the reporting currency of the Company are U.S. dollars and RMB, respectively. The Group's exposure to foreign currency exchange rate risk primarily relates to cash and cash equivalents, time deposits, short-term and long-term investments, long-term debt and accounts payable denominated in the U.S. dollars. Most of the Group's revenues, costs and expenses are denominated in RMB, while the long-term debt and a portion of cash and cash equivalents, time deposits, short-term and long-term investments, and accounts payable are denominated in U.S. dollars. Any significant fluctuation of RMB against U.S. dollars may materially and adversely affect the Company's cash flows, revenues, earnings and financial positions.

**c) Credit risk**

The Group's financial instruments potentially subject to significant concentrations of credit risk primarily consist of cash and cash equivalents, time deposits, accounts receivable, and money market funds and financial products with variable interest rates referenced to performance of underlying assets issued by commercial banks and other financial institutions. As of December 31, 2018, 2019 and 2020, substantially all of the Group's cash and cash equivalents and time deposits were held in major financial institutions located in the United States of America and China, which management consider being of high credit quality. Accounts receivable is typically unsecured and is primarily derived from revenue earned from mobile game services (mainly relates to remittances due from payment channels and distribution channels) and advertising services. There was no individual payment channel that had receivable balance exceeding 10% of the Group's accounts receivable balance as of December 31, 2018, 2019 and 2020. One distribution channel had receivable balance exceeding 10% of the Group's accounts receivable balance as of December 31, 2018, 2019 and 2020, respectively, as follows:

| RMB in thousands       | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|------------------------|----------------------|----------------------|----------------------|
| Distribution channel A | 63,762               | 118,860              | 146,907              |

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Concentrations and Risks (Continued)

d) Major customers and supplying channels

No single customer represented 10% or more of the Group's net revenues for the years ended December 31, 2018, 2019 and 2020.

The Group relied on a distribution channel to publish and generate the iOS version of its mobile games. Mobile game revenues generated through this distribution channel accounted for approximately 29%, 17% and 11% of the Group's total net revenues for the years ended December 31, 2018, 2019 and 2020, respectively.

e) Mobile games

Mobile game revenues accounted for 71%, 53% and 40% of the Group's total net revenues for the years ended December 31, 2018, 2019 and 2020, respectively.

One mobile game individually contributing more than 10% of the Group's total net revenues for the years ended December 31, 2018, 2019 and 2020, as follows:

|               | For the Year Ended December 31, |      |      |
|---------------|---------------------------------|------|------|
|               | 2018                            | 2019 | 2020 |
| Mobile game 1 | 53%                             | 31%  | 11%  |

4. Prepayments and Other Current Assets

The following is a summary of prepayments and other current assets:

|   | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|---|----------------------|----------------------|----------------------|
|   | RMB in thousands     |                      |                      |
| Prepayments for revenue sharing cost*                         | 462,883              | 542,971              | 782,518              |
| Prepayments for content cost                                  | 130,619              | 226,500              | 195,175              |
| Prepayments for sales tax                                     | 80,487               | 157,244              | 202,025              |
| Interest income receivable                                    | 26,812               | 93,688               | 6,396                |
| Inventories, net  | 55,032               | 69,914               | 160,006              |
| Loans to investees or ongoing investments                     | 84,075               | 64,463               | 187,672              |
| Prepayments of marketing and other operational expenses       | 33,198               | 53,246               | 64,068               |
| Prepayments /receivables relating to jointly invested content | 44,951               | 43,838               | 28,664               |
| Deposits  | 20,447               | 26,301               | 51,661               |
| Prepayments to inventory suppliers                            | 12,901               | 9,058                | 19,970               |
| Others  | 39,446               | 28,678               | 67,632               |
| <b>Total</b>  | <b>990,851</b>       | <b>1,315,901</b>     | <b>1,765,787</b>     |

\* App stores retain commissions on each purchase made by the users through the App stores. The Group is also obligated to pay ongoing licensing fees in form of royalties to the third-party game developers. Licensing fees consist of fees that the Group pays to content owners for the use of licensed content, including trademarks and copyrights, in the development of games. Licensing fees are either paid in advance and recorded on the balance sheets as prepayments or accrued as incurred and subsequently paid. Additionally, the Group defers the revenue from licensed mobile games over the estimated average playing period of paying players given that there is an implied obligation to provide on-going services to end-users. The related direct and incremental platform commissions as well as game developers' licensing fees are deferred and reported in "Prepayments and Other Current Assets" on the consolidated balance sheets.



## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 5. Short-term Investments

The following is a summary of short-term investments:

|  | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|--|----------------------|----------------------|----------------------|
|  | RMB in thousands     |                      |                      |
| Financial products                       | 858,021              | 1,070,113            | 2,866,643            |
| Investments in publicly traded companies | —                    | 80,918               | 434,609              |
| Money market funds                       | 87,317               | 109,779              | 55,937               |
| <b>Total</b>                             | <b>945,338</b>       | <b>1,260,810</b>     | <b>3,357,189</b>     |

For the years ended December 31, 2018, 2019 and 2020, the Group recorded investment income of RMB13.8 million, investment loss of RMB3.1 million and investment income of RMB74.0 million related to short-term investments on the consolidated statements of operations and comprehensive loss, respectively.

## 6. Property and Equipment, Net

The following is a summary of property and equipment, net:

|                                | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|--------------------------------|----------------------|----------------------|----------------------|
|                                | RMB in thousands     |                      |                      |
| Leasehold improvements         | 51,186               | 76,772               | 118,581              |
| Servers and computers          | 481,695              | 765,110              | 1,286,310            |
| Others                         | 19,127               | 23,211               | 30,750               |
| <b>Total</b>                   | <b>552,008</b>       | <b>865,093</b>       | <b>1,435,641</b>     |
| Less: accumulated depreciation | (157,110)            | (349,006)            | (673,700)            |
| <b>Net book value</b>          | <b>394,898</b>       | <b>516,087</b>       | <b>761,941</b>       |

Depreciation expenses were RMB99.7 million, RMB191.8 million and RMB326.5 million for the years ended December 31, 2018, 2019 and 2020, respectively. The Group had performed the impairment assessment of property and equipment and considered the relevant events and circumstances that might indicate potential impairment and concluded that there was no impairment indicator. No impairment charge was recognized for any of periods presented.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Intangible Assets, Net

The following is a summary of intangible assets, net:

|                                  | As of December 31, 2018 |                          |                    |
|----------------------------------|-------------------------|--------------------------|--------------------|
|                                  | Gross carrying value    | Accumulated amortization | Net carrying value |
|                                  | RMB in thousands        |                          |                    |
| Licensed copyrights of content   | 1,997,175               | (921,565)                | 1,075,610          |
| License rights of mobile games   | 18,098                  | (15,163)                 | 2,935              |
| Intellectual property and others | 412,202                 | (71,312)                 | 340,890            |
| <b>Total</b>                     | <b>2,427,475</b>        | <b>(1,008,040)</b>       | <b>1,419,435</b>   |

|                                  | As of December 31, 2019 |                          |                    |
|----------------------------------|-------------------------|--------------------------|--------------------|
|                                  | Gross carrying value    | Accumulated amortization | Net carrying value |
|                                  | RMB in thousands        |                          |                    |
| Licensed copyrights of content   | 3,072,959               | (1,736,608)              | 1,336,351          |
| License rights of mobile games   | 71,703                  | (35,863)                 | 35,840             |
| Intellectual property and others | 434,089                 | (148,947)                | 285,142            |
| <b>Total</b>                     | <b>3,578,751</b>        | <b>(1,921,418)</b>       | <b>1,657,333</b>   |

|                                  | As of December 31, 2020 |                          |                    |
|----------------------------------|-------------------------|--------------------------|--------------------|
|                                  | Gross carrying value    | Accumulated amortization | Net carrying value |
|                                  | RMB in thousands        |                          |                    |
| Licensed copyrights of content   | 4,556,683               | (2,891,742)              | 1,664,941          |
| License rights of mobile games   | 299,786                 | (119,493)                | 180,293            |
| Intellectual property and others | 753,282                 | (241,557)                | 511,725            |
| <b>Total</b>                     | <b>5,609,751</b>        | <b>(3,252,792)</b>       | <b>2,356,959</b>   |

Amortization expenses were RMB542.7 million, RMB905.6 million, and RMB1,395.1 million for the years ended December 31, 2018, 2019 and 2020, respectively. The Group had performed impairment assessment of intangible assets and considered the relevant events and circumstances that might indicate potential impairment and concluded that there was no impairment indicator. No impairment charge was recognized for any of the periods presented.

As of December 31, 2020, the licensed copyrights of content have weighted-average useful lives of 3.7 years. The intangible assets amortization expense for future years is expected to be as follows:

|  | Intangible assets amortization expense |
|--|--|
|  | RMB in thousands                       |
| 2021                                       | 843,542                                |
| 2022                                       | 575,491                                |
| 2023                                       | 340,301                                |
| 2024                                       | 205,238                                |
| 2025                                       | 134,128                                |
| Thereafter                                 | 258,259                                |
| <b>Total expected amortization expense</b> | <b>2,356,959</b>                       |

8. Goodwill

|                       | December 31, 2018 | December 31, 2019 | December 31, 2020 |
|-----------------------|-------------------|-------------------|-------------------|
|                       | RMB in thousands  |                   |                   |
| Beginning balance     | 50,967            | 941,488           | 1,012,026         |
| Additions (Note 24)   | 890,521           | 70,538            | 283,760           |
| <b>Ending balance</b> | <b>941,488</b>    | <b>1,012,026</b>  | <b>1,295,786</b>  |

No impairment charge was recognized for the years ended December 31, 2018, 2019 and 2020, respectively.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**9. Long-term Investments, Net**

The Group's long-term investments primarily consist of equity investments accounted for using the measurement alternative, equity investments accounted for using the equity method and other investments accounted for at fair value.

|  | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|--|----------------------|----------------------|----------------------|
|  | RMB in thousands     |                      |                      |
| Equity investments accounted for using the measurement alternative | 793,149              | 666,025              | 1,791,393            |
| Equity investments accounted for using the equity method           | —                    | 279,854              | 188,199              |
| Investments accounted for at fair value                            | 186,838              | 305,250              | 253,346              |
| <b>Total</b>   | <b>979,987</b>       | <b>1,251,129</b>     | <b>2,232,938</b>     |

*Equity investments using the measurement alternative*

The Group did not disclose the fair value of alternative measure method investments if it is not practicable to estimate the fair value of its alternative measure method investments for which a quoted market price is not available due to both excessive cost as well as lack of available information on fair value of such investments. Specifically, many of the investees are start-up companies in China and operate in emerging industries for which the Group has not been able to estimate their fair values. For those equity investments having observable price changes in orderly transactions for the identical or similar investments of the same issuers, the Group would disclose the fair value of the alternative measure method investments. RMB34.2 million of investment income was recognized in "Investment income, net", as a result of re-measurement of equity investments using the measurement alternative, for the year ended December 31, 2018. There was no re-measurement gain or loss was recognized of equity investments accounted for using the measurement alternative for the years ended December 31, 2019 and 2020.

As of December 31, 2018, 2019 and 2020, the carrying value of equity investments accounted for using the measurement alternative was RMB793.1 million, RMB666.0 million and RMB1,791.4 million, respectively.

The Group recorded impairment charges for long-term investments of RMB46.4 million, RMB5.9 million and RMB8.0 million as "Investment income, net" for the years ended December 31, 2018, 2019 and 2020, respectively, as the Group determined the fair value of these investments was less than their carrying value.

*Equity investments accounted for using the equity method*

Nil, RMB24.2 million and RMB50.5 million of the Group's proportionate share of equity investee's net loss was recognized in "Investment income, net" for the years ended December 31, 2018, 2019 and 2020, respectively.

*Investments accounted for at fair value*

Investments accounted for at fair value primarily include financial products with variable interest rates referenced to performance of underlying assets and with original maturities great than one year. A loss of RMB2.9 million, a gain of RMB13.2 million and a gain of RMB24.9 million resulted from the change in fair value was recognized in "Investment income, net" for the years ended December 31, 2018, 2019 and 2020, respectively.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 10. Taxation

*Composition of income tax*

The following table presents the composition of income tax expenses for the years ended December 31, 2018, 2019 and 2020:

|                                 | For the Year Ended December 31, |               |               |
|---------------------------------|---------------------------------|---------------|---------------|
|                                 | 2018                            | 2019          | 2020          |
|                                 | RMB in thousands                |               |               |
| Current income tax expenses     | 14,909                          | 29,452        | 48,081        |
| Withholding income tax expenses | 11,079                          | 16,894        | 18,754        |
| Deferred tax benefits           | —                               | (10,479)      | (13,466)      |
| <b>Total</b>                    | <b>25,988</b>                   | <b>35,867</b> | <b>53,369</b> |

## a) Income taxes

*Cayman Islands*

Under the current laws of the Cayman Islands, the Company and its intermediate holding companies in the Cayman Islands are not subject to tax on income or capital gain. Additionally, upon payments of dividends by the Company or its subsidiaries in the Cayman Islands to their shareholders, no withholding tax will be imposed.

*British Virgin Islands (“BVI”)*

Subsidiaries in the BVI are exempted from income tax on their foreign-derived income in the BVI. There are no withholding taxes in the BVI.

*Hong Kong*

Subsidiaries in Hong Kong are subject to 16.5% income tax on their taxable income generated from operations in Hong Kong. The payments of dividends by these companies to their shareholders are not subject to any withholding tax in Hong Kong. Commencing from the year of assessment of 2018, 2019 and 2020, the first HK\$2 million of profits earned by the Company’s subsidiaries incorporated in Hong Kong will be taxed at half the current tax rate (i.e. 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate.

*China*

On March 16, 2007, the National People’s Congress of the PRC enacted the Enterprise Income Tax (“EIT”) Law, under which FIEs and domestic companies would be subject to EIT at a uniform rate of 25%. Preferential tax treatments will continue to be granted to FIEs or domestic companies which conduct businesses in certain encouraged sectors and to entities otherwise classified as “Software Enterprises”, “Key Software Enterprises”, “Encouraged Enterprises” and/or “High and New Technology Enterprises” (“HNTEs”). The EIT Law became effective on January 1, 2008.

The aforementioned preferential tax rates are subject to annual review by the relevant tax authorities in China. Certain subsidiaries were qualified as HNTEs or Encouraged Enterprises and enjoyed a preferential income tax rate at 15% for the corresponding years from the year they are qualified, respectively, provided that they continue to qualify as HNTEs or Encouraged Enterprises during such periods.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 10. Taxation (Continued)

## a) Income taxes (Continued)

The following table presents a reconciliation of the differences between the statutory income tax rate and the Group's effective income tax rate for the years ended December 31, 2018, 2019 and 2020:

|   | For the Year Ended December 31, |               |               |
|---|---------------------------------|---------------|---------------|
|   | 2018                            | 2019          | 2020          |
|   | %                               | %             | %             |
| Statutory income tax rate                                       | 25.00                           | 25.00         | 25.00         |
| Permanent differences   | (3.76)                          | (0.83)        | 0.60          |
| Tax rate difference from statutory rate in other jurisdictions* | (0.92)                          | (0.39)        | (3.90)        |
| Tax effect of preferential tax treatments                       | (3.15)                          | (8.48)        | (8.29)        |
| Withholding tax   | (2.05)                          | (1.33)        | (0.63)        |
| Change in valuation allowance                                   | (19.94)                         | (16.80)       | (14.56)       |
| <b>Effective income tax rate</b>                                | <b>(4.82)</b>                   | <b>(2.83)</b> | <b>(1.78)</b> |

\* It is primarily due to the tax effect of the Company as a tax-exempt entity incorporated in the Cayman Islands.

As of December 31, 2020, certain entities of the Group had net operating tax loss carry forwards as follows:

|                                      | RMB in thousands |
|--------------------------------------|------------------|
| Loss expiring in 2021                | 43,751           |
| Loss expiring in 2022                | 44,711           |
| Loss expiring in 2023                | 83,876           |
| Loss expiring in 2024                | 208,366          |
| Loss expiring in 2025 and thereafter | 3,201,799        |
| <b>Total</b>                         | <b>3,582,503</b> |

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. Taxation (Continued)

b) Sales tax

The Group's subsidiaries and VIEs incorporated in China are subject to value added tax ("VAT") for services rendered at a rate of 6% and for goods sold at a rate varying from 0% to 17% depending on their categories in different periods. All Entities in China are also subject to surcharges on value-added tax payments in accordance with PRC law. In addition, the Group's advertising and marketing revenues are also subject to culture business construction fee at a rate of 3% in 2018, which was reduced to 1.5% since July 1, 2019, valid until December 31, 2024.

c) Deferred tax assets and liabilities

The following table presents the tax impact of significant temporary differences that give rise to the deferred tax assets and liabilities as of December 31, 2018, 2019 and 2020:

|   | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|---|----------------------|----------------------|----------------------|
|   | RMB in thousands     |                      |                      |
| Deferred tax assets:                              |                      |                      |                      |
| Deferred revenue                                  | 90,311               | 95,806               | 163,620              |
| Accrued expenses and other payables               | 25,984               | 82,351               | 128,886              |
| Advertising expenses in excess of deduction limit | 312                  | 7,507                | 65,674               |
| Net operating tax loss carry forwards             | 176,439              | 360,975              | 621,035              |
| Others  | 909                  | 1,199                | 19,036               |
| <b>Total deferred tax assets</b>                  | <b>293,955</b>       | <b>547,838</b>       | <b>998,251</b>       |
| Less: valuation allowance                         | (293,955)            | (537,359)            | (977,333)            |
| <b>Net deferred tax assets</b>                    | <b>—</b>             | <b>10,479</b>        | <b>20,918</b>        |
| Deferred tax liabilities                          |                      |                      |                      |
| Acquired intangible assets (Note 24)              | —                    | —                    | (46,112)             |
| <b>Total deferred tax liabilities</b>             | <b>—</b>             | <b>—</b>             | <b>(46,112)</b>      |

Realization of the net deferred tax assets is dependent on factors including future reversals of existing taxable temporary differences and adequate future taxable income, exclusive of reversing deductible temporary differences and tax loss or credit carry forwards. The Group evaluates the potential realization of deferred tax assets on an entity-by-entity basis. As of December 31, 2018, 2019 and 2020, valuation allowances were provided against deferred tax assets in entities where it was determined it was more-likely-than-not that the benefits of the deferred tax assets will not be realized.

The following table sets forth the movement of the aggregate valuation allowances for deferred tax assets for the periods presented:

|      | Balance at<br>January 1 | Re-measurement due to<br>applicable preferential<br>tax rate | Addition  | Expiration of loss carry<br>forward and impact of disposal<br>of subsidiaries | Balance at<br>December 31 |
|------|-------------------------|--|-----------|---|---------------------------|
|      | RMB in thousands        |  |           |   |                           |
| 2018 | (157,264)               | 22,502   | (159,690) | 497   | (293,955)                 |
| 2019 | (293,955)               | —  | (248,896) | 5,492   | (537,359)                 |
| 2020 | (537,359)               | 105  | (484,445) | 44,366  | (977,333)                 |

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 10. Taxation (Continued)

## d) Withholding income tax on dividends

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by a FIE to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. The Cayman Islands, where the Company was incorporated, does not have such tax treaty with China. According to the arrangement between mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by a FIE in China to its immediate holding company in Hong Kong will be subject to withholding tax at a rate that may be lowered to 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). The State Administration of Taxation further promulgated Circular 601 on October 27, 2009, which provides that tax treaty benefits will be denied to "conduit" or shell companies without business substance and that a beneficial ownership analysis will be used based on a "substance-over-form" principle to determine whether or not to grant the tax treaty benefits.

To the extent that subsidiaries and VIEs of the Group have undistributed earnings, the Group will accrue appropriate expected withholding tax associated with repatriation of such undistributed earnings. As of December 31, 2018, 2019 and 2020, the Group did not record any withholding tax on the retained earnings of its subsidiaries and VIEs in the PRC as they were still in accumulated deficit position.

## 11. Taxes Payable

The following is a summary of taxes payable as of December 31, 2018, 2019 and 2020:

|   | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|---|----------------------|----------------------|----------------------|
|   | RMB in thousands     |                      |                      |
| VAT payable                                       | 13,920               | 16,519               | 50,881               |
| EIT payable                                       | 6,913                | 20,599               | 31,181               |
| Withholding individual income taxes for employees | 7,844                | 12,941               | 20,465               |
| Withholding income tax payable                    | 5,510                | 12,302               | 18,300               |
| Others  | 4,318                | 5,495                | 6,365                |
| <b>Total</b>                                      | <b>38,505</b>        | <b>67,856</b>        | <b>127,192</b>       |

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 12. Accrued Liabilities and Other Payables

The following is a summary of accrued liabilities and other payables as of December 31, 2018, 2019 and 2020:

|  | December 31,<br>2018 | December 31,<br>2019 | December 31,<br>2020 |
|--|----------------------|----------------------|----------------------|
|  |                      | RMB in thousands     |                      |
| Accrued marketing expenses                             | 71,217               | 229,457              | 783,455              |
| Leasing liabilities - current portion                  | —                    | 95,901               | 150,402              |
| Consideration payable for acquisitions and investments | 502,279              | 79,059               | 125,363              |
| Payables to producers and licensors                    | 9,357                | 25,898               | 63,307               |
| Professional fees                                      | 13,492               | 22,562               | 38,573               |
| Other staff related cost                               | 18,685               | 13,791               | 13,872               |
| Interest payable                                       | —                    | 11,990               | 14,041               |
| Advances from/payables to third parties                | 21,966               | 76,893               | 5,869                |
| Others   | 33,446               | 20,212               | 42,794               |
| <b>Total</b>   | <b>670,442</b>       | <b>575,763</b>       | <b>1,237,676</b>     |

## 13. Long-term Debt

## 2026 Notes

In April 2019, the Group issued US\$500.0 million of 2026 Notes with an interest rate of 1.375% per annum. The net proceeds to the Company from the issuance of the 2026 Notes were US\$488.2 million (RMB3,356.1 million), net of issuance costs of US\$11.8 million (RMB81.1 million). The 2026 Notes may be converted, at an initial conversion rate of 40.4040 ADSs per US\$1,000 principal amount (which represents an initial conversion price of US\$24.75 per ADS) at each holder's option at any time prior to the close of business on the second business day immediately preceding the maturity date of April 1, 2026.

Holders of the 2026 Notes may require the Company to repurchase all or part of their 2026 Notes in cash on April 1, 2024 or in the event of certain fundamental changes at a repurchase price equal to 100% of the principal amount, plus accrued and unpaid interest.

The issuance costs of the 2026 Notes were amortized to interest expense over the contractual life to the maturity date (i.e., April 1, 2026). For the years ended December 31, 2019 and 2020, the 2026 Notes related interest expense was US\$6.4 million (RMB44.9 million) and US\$8.5 million (RMB58.6 million), respectively.



## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 13. Long-term Debt (Continued)

## 2027 Notes

In June 2020, the Group issued US\$800.0 million of 2027 Notes with an interest rate of 1.25% per annum. The net proceeds to the Company from the issuance of the 2027 Notes were US\$786.1 million (RMB5,594.8 million), net of issuance costs of US\$13.9 million (RMB98.6 million). The 2027 Notes may be converted, at an initial conversion rate of 24.5516 ADSs per US\$1,000 principal amount (which represents an initial conversion price of US\$40.73 per ADS) at each holder's option at any time prior to the close of business on the second business day immediately preceding the maturity date of June 15, 2027.

Holders of the 2027 Notes may require the Company to repurchase all or part of their 2027 Notes in cash on June 15, 2023 and June 15, 2025, or in the event of certain fundamental changes at a repurchase price equal to 100% of the principal amount, plus accrued and unpaid interest.

The issuance costs of the 2027 Notes were amortized to interest expense over the contractual life to the maturity date (i.e., June 15, 2027). For the years ended December 31, 2019 and 2020, the 2027 Notes related interest expense was nil and US\$6.9 million (RMB46.8 million), respectively.

The Group assessed the 2026 Notes and 2027 Notes under ASC 815 and concluded that:

Since the conversion option is considered indexed to the Company's own stock and classified in stockholders' equity, bifurcation of conversion option from the 2026 Notes and 2027 Notes is not required as the scope exception prescribed in ASC 815-10-15-74 is met;

- The repurchase option is considered clearly and closely related to its debt host and does not meet the requirement for bifurcation;
- There was no beneficial conversion feature attributed to the 2026 Notes or 2027 Notes as the conversion prices for the 2026 Notes and 2027 Notes were greater than the fair value of the Company's ordinary share price at date of issuance;

Therefore, the Group accounted for the 2026 Notes and 2027 Notes as single instruments as "Long-term debt" on the consolidated balance sheets. The issuance costs were recorded as an adjustment to the long-term debt and are amortized as interest expense using the effective interest method.

As of December 31, 2019 and 2020, the principal amount of 2026 Notes was RMB3,488.1 million and RMB3,262.5 million, respectively. The unamortized debt issuance costs were RMB73.5 million and RMB58.1 million as of December 31, 2019 and 2020, respectively.

As of December 31, 2020, the principal amount of 2027 Notes was RMB5,219.9 million. The unamortized debt issuance costs were RMB83.3 million as of December 31, 2020.

The following table provides a summary of the Company's unsecured senior notes as of December 31, 2019 and December 31, 2020:

|  | December 31,<br>2019 | December 31,<br>2020 |                         |
|--|----------------------|----------------------|-------------------------|
|  | Amounts              | Amounts              | Effective interest rate |
| RMB in thousands   |                      |                      |                         |
| US\$500,000 1.375% notes due 2026                        | 3,414,628            | 3,204,309            | 1.74%                   |
| US\$800,000 1.25% notes due 2027                         | —                    | 5,136,613            | 1.52%                   |
| <b>Carrying value</b>                                    | <b>3,414,628</b>     | <b>8,340,922</b>     |                         |
| Unamortized discount and debt issuance costs             | 73,472               | 141,448              |                         |
| <b>Total principal amounts of unsecured senior notes</b> | <b>3,488,100</b>     | <b>8,482,370</b>     |                         |

**BILIBILI INC.****NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)****14. Ordinary Shares**

Since the inception, the Company issued Pre-IPO Class A, Pre-IPO Class B, Pre-IPO Class C, and Pre-IPO Class D Ordinary Shares, or collectively referred to as “Pre-IPO Ordinary Shares”. Holders of Pre-IPO Class B, Pre-IPO Class C and Pre-IPO Class D Ordinary Shares have rights to convert their shares into Pre-IPO Class A Ordinary Shares on 1:1 ratio at any time after the date of issuance.

According to the revised memorandum of association of the Company dated April 1, 2017, all the Pre-IPO Ordinary Shares held by the founders shall have the right to ten votes for each outstanding Pre-IPO ordinary share they held. Each of the Pre-IPO Ordinary Shares held by a person other than the founders and all Pre-IPO Preferred Shares shall have the right to one vote for each outstanding Pre-IPO Ordinary Share or Pre-IPO Preferred Share they held (on an as-converted basis).

Immediately prior to the completion of the IPO, the Company adopted a dual-class share structure, consisting of Class Y Ordinary Shares and Class Z Ordinary Shares, par value US\$0.0001 per share. As set forth in the Sixth Amended and Restated Memorandum and Articles of Association of the Company effective immediately prior to the completion of the IPO, holders of Class Y Ordinary Shares and Class Z Ordinary Shares have the same rights except that the holders of Class Z Ordinary Shares are entitled to one vote per share in respect of matters requiring the votes of shareholders, while holders of Class Y Ordinary Shares are entitled to ten votes per share. Each Class Y Ordinary Share is convertible into one Class Z Ordinary Share at any time by the holder thereof. Class Z Ordinary Shares are not convertible into Class Y Ordinary Shares under any circumstances. The Group concluded that the adoption of dual-class share structure did not have a material impact on its consolidated financial statements.

**Other permanent equities**

The Pre-IPO Class B, Pre-IPO Class C and Pre-IPO Class D Ordinary Shares are preferred shares in nature as they have liquidation preference compared to Pre-IPO Class A Ordinary Shares. The Group classified Pre-IPO Class B Ordinary Shares as permanent equity as they are not redeemable. Pre-IPO Class C and Pre-IPO Class D Ordinary Shares are redeemable upon certain liquidation events, including a change in control, which is deemed to be a liquidation event. However, as stipulated in the article of association of the Company, change in control will trigger the legal liquidation and termination of the Company, unless both majority of preferred shareholders and majority of ordinary shareholders otherwise agree on the exemption. Therefore, upon occurrence of the change in control, the Company will be liquidated and terminated, all the holders of equity shares of the Company are entitled to redeem, and form of consideration (cash or share) should be the same. Accordingly, such liquidation feature meets the exception in ASC 480-10-S99-3A(f) and therefore Pre-IPO Class C and Pre-IPO Class D Ordinary Shares were classified as permanent equity on the consolidated balance sheets. In April 2018, the Company completed its IPO on the NASDAQ Global Select Market. In the offering, 42,000,000 ADSs, representing 42,000,000 Class Z Ordinary Shares, were issued and sold to the public at a price of US\$11.50 per ADS. The net proceeds to the Company from the IPO, after deducting commissions and offering expenses, were US\$443.3 million (RMB2,781.8 million).

Upon the completion of the IPO, the Company completed the redesignation on a one-for-one basis of: (i) 60,027,926 shares of Pre-IPO Class A Ordinary Shares, 13,600,000 shares of Pre-IPO Class B Ordinary Shares, 8,500,000 shares of Pre-IPO Class C Ordinary Shares, and 2,132,353 shares of Pre-IPO Class D Ordinary Shares into Class Y Ordinary Shares; and 9,309,000 shares of Pre-IPO Class A Ordinary Shares into Class Z Ordinary Shares; (ii) 1,104,535 shares of Pre-IPO Series C1 Preferred Shares into Class Y Ordinary Shares, 7,078,502 shares of Pre-IPO Series A Preferred Shares, 14,643,281 shares of Pre-IPO Series A+ Preferred Shares, 22,794,876 shares of Pre-IPO Series B Preferred Shares, 27,996,184 shares of Pre-IPO Series C Preferred Shares, 41,480,769 shares of Pre-IPO Series C1 Preferred Shares, 954,605 shares of Pre-IPO Series C2 Preferred Shares, 13,101,189 shares of Pre-IPO Series D1 Preferred Shares and 13,759,564 shares of Pre-IPO Series D2 Preferred Shares into Class Z Ordinary Shares.

In October 2018, 25,063,451 ADSs, representing 25,063,451 Class Z Ordinary Shares, were issued and sold to Tencent. The net proceeds to the Company from the offering, after deducting offering expenses, were US\$317.2 million (RMB2,170.8 million).

In April 2019, the Company completed the Primary Offering. The total net proceeds to the Company, after deducting commissions and offering expenses, were US\$245.7 million (RMB1,647.7 million).

In April 2020, 17,310,696 ADSs, representing 17,310,696 Class Z Ordinary Shares, were issued and sold to Sony Corporation of America (“SCA”), a wholly owned subsidiary of Sony Corporation (“Sony”). The net proceeds to the Company from the offering, after deducting offering expenses, were US\$399.4 million (RMB2,817.5 million).

**15. Pre-IPO Preferred Shares**

The Pre-IPO Series A, A+, B, C, C1/C2 and D1/D2 Preferred Shares are collectively referred to as the “Pre-IPO Preferred Shares”. The Group classified the Pre-IPO Preferred Shares as mezzanine equity on the consolidated balance sheets, as they were contingently redeemable at the options of the holders, and recorded accretion on the Pre-IPO Preferred Shares to the redemption value from the issuance dates to the earliest redemption dates. Upon the completion of the Company’s IPO, all of the issued and outstanding Pre-IPO Preferred Shares were redesignated into Class Y Ordinary Shares and Class Z Ordinary Shares, respectively. See Note 14 for additional information.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

15. Pre-IPO Preferred Shares (Continued)

The Group's Pre-IPO Preferred Shares activities for the year ended December 31, 2018 are summarized below:

|  | Pre-IPO Series A Preferred Shares |          | Pre-IPO Series A+ Preferred Shares |          | Pre-IPO Series B Preferred Shares |           | Pre-IPO Series C Preferred Shares |           | Pre-IPO Series C1 Preferred Shares |             | Pre-IPO Series C2 Preferred Shares |          | Pre-IPO Series D1 Preferred Shares |           | Pre-IPO Series D2 Preferred Shares |           | Total Mezzanine Equity |             |
|--|-----------------------------------|----------|------------------------------------|----------|-----------------------------------|-----------|-----------------------------------|-----------|------------------------------------|-------------|------------------------------------|----------|------------------------------------|-----------|------------------------------------|-----------|------------------------|-------------|
|  | Number of shares                  | Amount   | Number of shares                   | Amount   | Number of shares                  | Amount    | Number of shares                  | Amount    | Number of shares                   | Amount      | Number of shares                   | Amount   | Number of shares                   | Amount    | Number of shares                   | Amount    | Number of shares       | Amount      |
| RMB in thousands, except for share data                                |                                   |          |                                    |          |                                   |           |                                   |           |                                    |             |                                    |          |                                    |           |                                    |           |                        |             |
| Balance as of December 31, 2017  | 7,078,502                         | 16,625   | 14,643,281                         | 85,681   | 22,794,876                        | 325,559   | 27,996,184                        | 797,355   | 42,585,304                         | 1,442,351   | 954,605                            | 36,763   | 13,101,189                         | 586,385   | 13,759,564                         | 724,324   | 142,913,505            | 4,015,043   |
| Accretion to Pre-IPO Preferred Shares redemption value                 | —                                 | 242      | —                                  | 1,448    | —                                 | 5,328     | —                                 | 13,633    | —                                  | 23,024      | —                                  | 578      | —                                  | 9,124     | —                                  | 11,228    | —                      | 64,605      |
| Redesignation of Pre-IPO Preferred Shares into Class Y Ordinary Shares | —                                 | —        | —                                  | —        | —                                 | —         | —                                 | —         | (1,104,535)                        | (38,007)    | —                                  | —        | —                                  | —         | —                                  | —         | (1,104,535)            | (38,007)    |
| Redesignation of Pre-IPO Preferred Shares into Class Z Ordinary Shares | (7,078,502)                       | (16,867) | (14,643,281)                       | (87,129) | (22,794,876)                      | (330,887) | (27,996,184)                      | (810,988) | (41,480,769)                       | (1,427,368) | (954,605)                          | (37,341) | (13,101,189)                       | (595,509) | (13,759,564)                       | (735,552) | (141,808,970)          | (4,041,641) |
| Balance as of December 31, 2018  | —                                 | —        | —                                  | —        | —                                 | —         | —                                 | —         | —                                  | —           | —                                  | —        | —                                  | —         | —                                  | —         | —                      | —           |

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**16. Employee Benefits**

The Company's subsidiaries and VIEs incorporated in China participate in a government-mandated multi-employer defined contribution plan under which certain retirement, medical, housing and other welfare benefits are provided to employees. Chinese labor regulations require the Company's Chinese subsidiaries and VIEs to pay to the local labor bureau a monthly contribution at a stated contribution rate based on the monthly basic compensation of qualified employees. The relevant local labor bureau is responsible for meeting all retirement benefit obligations; hence, the Group has no further commitments beyond its monthly contribution. The following table presents the Group's employee welfare benefits expenses for the years ended December 31, 2018, 2019 and 2020:

|  | For the Year Ended December 31, |                |                |
|--|---------------------------------|----------------|----------------|
|  | 2018                            | 2019           | 2020           |
|  | RMB in thousands                |                |                |
| Contributions to medical and pension schemes | 158,113                         | 215,553        | 195,655        |
| Other employee benefits                      | 23,958                          | 24,180         | 40,216         |
| <b>Total</b>                                 | <b>182,071</b>                  | <b>239,733</b> | <b>235,871</b> |

**17. Share-based Compensation****a) Description of share option plans**

In July 2014, the Group adopted its Global Share Incentive Plan (the "Global Share Plan"), which permits the grant of options, restricted shares and restricted share units of the Company to relevant directors, officers, other employees and consultants of the Group. The maximum aggregate number of Class Z Ordinary Shares, which may be issued pursuant to all awards under the Global Share Plan, is 19,880,315 shares.

In February 2018, the Group adopted its 2018 Share Incentive Plan (the "2018 Plan") to provide additional incentives to employees, directors and consultants and promote the success of our business. The maximum aggregate number of Class Z Ordinary Shares, which may be issued pursuant to all awards under the 2018 Plan as at December 31, 2020, is 23,367,875 shares.

Option awards are granted with an exercise price determined by the Board of Directors. Those option awards generally vest over a period of two to six years and expire in six to seven years.

As of December 31, 2020, total unrecognized compensation expenses related to unvested awards granted under the Global Share Plan and the 2018 Plan, adjusted for estimated forfeitures, was RMB 3,787.3 million, which is expected to be recognized over a weighted-average period of 4.5 years and may be adjusted for future changes in estimated forfeitures.

**b) Valuation assumptions**

The Group uses binomial option pricing model to determine the fair value of share options. The estimated fair value of each share option granted is estimated on the date of grant using the binomial option-pricing model with the following assumptions:

|                             | For the Year Ended December 31, |             |             |
|-----------------------------|---------------------------------|-------------|-------------|
|                             | 2018                            | 2019        | 2020        |
| Expected volatility         | 47.8%-48.4%                     | 49.6%-52.1% | 50.1%-55.0% |
| Weighted average volatility | 48.3%                           | 50.8%       | 51.9%       |
| Expected dividends          | —                               | —           | —           |
| Risk-free rate              | 2.6%-2.8%                       | 1.4%-2.4%   | 0.4%-0.7%   |
| Contractual term (in years) | 6                               | 6           | 6-7         |

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

17. Share-based Compensation (Continued)

(b) Valuation assumptions (continued)

The expected volatility at each grant date was estimated based on the annualized standard deviation of the daily return embedded in historical share prices of comparable peer companies with a time horizon close to the expected expiry of the term of the share options. The weighted average volatility is the expected volatility at the grant date weighted by the number of the share options. The Company has never declared or paid any cash dividends on its capital stock, and the Company does not anticipate any dividend payments in the foreseeable future. Contractual term is the remaining contract life of the share options. The Group estimated the risk-free interest rate based on the yield to maturity of U.S. treasury bonds denominated in US dollars at the share option grant date.

(c) Share options activities

The following table presents a summary of the Group's share options activities for the years ended December 31, 2018, 2019 and 2020:

|                                  | Employees      | Senior Management | Consultants    | Total          | Weighted Average Exercise Price | Weighted Average Remaining Contractual Life | Aggregate Intrinsic Value |
|----------------------------------|----------------|-------------------|----------------|----------------|---------------------------------|---|---------------------------|
|                                  | (In thousands) | (In thousands)    | (In thousands) | (In thousands) | US\$                            | (In years)                                  | (RMB in thousands)        |
| Outstanding at January 1, 2018   | 8,124          | 10,595            | 700            | 19,419         | 0.0001                          | 4.80  | 880,197                   |
| Granted                          | 2,587          | 620               | —              | 3,207          | 0.0001                          |   |                           |
| Exercised                        | (2,387)        | (5,543)           | (212)          | (8,142)        | 0.0001                          |   |                           |
| Forfeited                        | (683)          | (1,437)           | (50)           | (2,170)        | 0.0001                          |   |                           |
| Outstanding at December 31, 2018 | 7,641          | 4,235             | 438            | 12,314         | 0.0001                          | 4.46  | 1,233,028                 |
| Outstanding at January 1, 2019   | 7,641          | 4,235             | 438            | 12,314         | 0.0001                          | 4.46  | 1,233,028                 |
| Granted                          | 2,464          | 730               | —              | 3,194          | 0.0001                          |   |                           |
| Exercised                        | (1,352)        | (710)             | (193)          | (2,255)        | 0.0001                          |   |                           |
| Forfeited                        | (479)          | (600)             | —              | (1,079)        | 0.0001                          |   |                           |
| Outstanding at December 31, 2019 | 8,274          | 3,655             | 245            | 12,174         | 0.0001                          | 4.13  | 1,581,408                 |
| Outstanding at January 1, 2020   | 8,274          | 3,655             | 245            | 12,174         | 0.0001                          | 4.13  | 1,581,408                 |
| Granted                          | 6,966          | 8,700             | 50             | 15,716         | 2.9007                          |   |                           |
| Exercised                        | (2,784)        | (1,643)           | (65)           | (4,492)        | 0.0001                          |   |                           |
| Forfeited                        | (1,101)        | —                 | —              | (1,101)        | 0.4234                          |   |                           |
| Outstanding at December 31, 2020 | 11,355         | 10,712            | 230            | 22,297         | 2.0236                          | 5.41  | 12,177,047                |
| Exercisable at December 31, 2020 | 830            | 130               | 155            | 1,115          | 0.0001                          | 2.97  | 623,376                   |

The weighted average grant date fair value of share options granted for the years ended December 31, 2018, 2019 and 2020 was RMB76.2 (US\$11.7), RMB104.4 (US\$15.0) and RMB262.0 (US\$38.8) per share, respectively.

It is the Group's policy to issue new shares upon exercise of share options. The aggregate number of Class Z Ordinary Shares available for future grant under the Global Share Plan and the 2018 Plan was 6,062,751 as of December 31, 2020.

**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**18. Net Loss per Share**

For the years ended December 31, 2018, 2019 and 2020, the Company had potential ordinary shares, including share options granted, Pre-IPO Preferred Shares and other permanent equities, and ordinary shares issuable upon the conversion of the 2026 Notes and 2027 Notes, where applicable. As the Group incurred losses for the years ended December 31, 2018, 2019 and 2020, these potential ordinary shares were anti-dilutive and excluded from the calculation of diluted net loss per share. Considering that the holders of Pre-IPO Preferred Shares and other permanent equities have no contractual obligations to participate in the Group's losses, any losses from the Group was not be allocated to them.

Upon the completion of the Company's IPO in April 2018, all of the outstanding Pre-IPO Preferred Shares and other permanent equities were converted into 25,336,888 shares of Class Y Ordinary Shares and 141,808,970 shares of Class Z Ordinary Shares. The number of share options, which was anti-dilutive and excluded from the computation of diluted net loss per share for the year ended December 31, 2018, was 15,594,490 shares.

For the year ended December 31, 2019, the numbers of share options and the number of ordinary shares issuable upon the conversion of the 2026 Notes, which were anti-dilutive and excluded from the computation of diluted net loss per share, were 9,328,721 shares and 20,202,000 shares, respectively.

For the year ended December 31, 2020, the numbers of share options and the number of ordinary shares issuable upon the conversion of the 2026 Notes and 2027 Notes, which were anti-dilutive and excluded from the computation of diluted net loss per share, were 8,927,697 shares, 20,202,000 shares and 19,641,280 shares, respectively.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**18. Net Loss per Share (Continued)**

The following table sets forth the computation of basic and diluted net loss per share for the years ended December 31, 2018, 2019 and 2020:

|   | For the Year Ended December 31,                       |                    |                    |
|---|---|--------------------|--------------------|
|   | 2018  | 2019               | 2020               |
|   | RMB in thousands, except for share and per share data |                    |                    |
| <b>Numerator:</b>   |   |                    |                    |
| Net loss  | (565,021)   | (1,303,570)        | (3,054,017)        |
| Accretion to redeemable noncontrolling interests  | —   | —                  | (4,292)            |
| Accretion to Pre-IPO Preferred Shares redemption value  | (64,605)  | —                  | —                  |
| Net loss attributable to noncontrolling interests   | 13,301  | 14,597             | 46,605             |
| Net loss attributable to Bilibili Inc.'s shareholders for basic/dilutive net loss per share calculation | <u>(616,325)</u>                                      | <u>(1,288,973)</u> | <u>(3,011,704)</u> |
| <b>Denominator:</b>   |   |                    |                    |
| Weighted average number of ordinary shares outstanding, basic   | 233,047,703   | 323,161,680        | 345,816,023        |
| Weighted average number of ordinary shares outstanding, diluted   | 233,047,703   | 323,161,680        | 345,816,023        |
| Net loss per share, basic   | (2.64)  | (3.99)             | (8.71)             |
| Net loss per share, diluted   | (2.64)  | (3.99)             | (8.71)             |

**19. Commitments and Contingencies****(a) Commitments***Purchase obligations*

In September 2020, the Group signed a contract to purchase the three-year license for live broadcasting the League of Legends World Championship starting from 2020 at an aggregate purchase price of RMB800.0 million (US\$122.6 million). The unpaid purchase price was RMB622.5 million (US\$95.4 million) as of December 31, 2020.

*Long-term debt obligations*

The Group's long-term debt obligations are to repay the principal amount and cash interests in connection with the 2026 Notes and 2027 Notes. The expected repayment schedules of the 2026 Notes and 2027 Notes has been disclosed in Note 13.

**(b) Litigation**

From time to time, the Group is involved in claims and legal proceedings that arise in the ordinary course of business. Based on currently available information, management does not believe that the ultimate outcome of any unresolved matters, individually and in the aggregate, is reasonably possible to have a material adverse effect on the Group's financial position, results of operations or cash flows.

However, litigation is subject to inherent uncertainties and the Group's view of these matters may change in the future. The Group records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Group reviews the need for any such liability on a regular basis. The Group has not recorded material liabilities in this regard as of December 31, 2018, 2019 and 2020.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

20. Related Party Transactions and Balances

The Group entered into the following significant related party transactions for the periods presented:

|  | For the Year Ended December 31, |         |           |
|--|---------------------------------|---------|-----------|
|  | 2018                            | 2019    | 2020      |
|  | RMB in thousands                |         |           |
| Purchases of goods and services  | 162,992                         | 87,597  | 35,131    |
| Transfer of/ (acquire of) long-term investments*                                 | 3,250                           | 539,646 | (110,039) |
| Purchase of noncontrolling interests of Chaodian Inc. (“Chaodian”) (See note 24) | —                               | —       | 257,288   |
| Investment income*   | —                               | 73,884  | —         |

The Group had the following significant related party balances as of December 31, 2018, 2019 and 2020, respectively:

|                                 | December 31, 2018 | December 31, 2019 | December 31, 2020 |
|---------------------------------|-------------------|-------------------|-------------------|
|                                 | RMB in thousands  |                   |                   |
| Amount due from related parties |                   |                   |                   |
| Due from an investment fund*    | —                 | 170,535           | 74,235            |
| Due from an equity investee**   | —                 | 24,755            | 90,497            |
| <b>Total</b>                    | —                 | 195,290           | 164,732           |
| Amount due to related parties   | 50,331            | —                 | —                 |

\* The transactions in 2018 referred to the investments transferred to an entity controlled by the Group’s major shareholders. In June 2019, to focus the Company’s efforts and resources on its core businesses, the Company transferred several equity investments of the Group to an investment fund. The Group contributed a total of RMB220.0 million cash into this fund as a limited partner, which is accounted for as an equity method investment. The cost of the equity investments transferred was RMB465.8 million. The consideration was RMB539.6 million, which was based on the estimated fair value of the investments. The difference between the consideration and cost of the investments was recognized as investment income. In July 2020, the Company acquired certain equity interests of two investments from the investment fund. The consideration was RMB110.0 million. The balances due from an investment fund as of December 31, 2019 and December 31, 2020 were consideration receivables related to the equity investments transferred in 2019 and dividend receivables, which is non-trade in nature.

\*\* The balances as of December 31, 2020 mainly represent interest-bearing loans and interest expenses of RMB105.6 million related to an equity investee, which is non-trade in nature and partially offset by the trade payables to the equity investee. The annual interest rates of the loans were 2.8% and all the loans were within one year.

Amount due to related parties as of December 31, 2018 was trade in nature.

21. Segment Information

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker (“CODM”), or decision making group, in deciding how to allocate resources and in assessing performance. The Group’s CODM is Mr. Rui Chen, the Chairman of the Board of Directors and CEO.

The Group’s organizational structure is based on a number of factors that the CODM uses to evaluate, view and run its business operations which include, but not limited to, customer base, homogeneity of products and technology. The Group’s operating segments are based on such organizational structure and information reviewed by the Group’s CODM to evaluate the operating segment results. The Group has internal reporting of revenue, cost and expenses by nature as a whole. Hence, the Group has only one operating segment.

Substantially the majority of the Group’s revenues are derived from China based on the geographical locations where services are provided to customers. In addition, the Group’s long-lived assets are substantially all located in and derived from China, and the amount of long-lived assets attributable to any individual other country is not material. Therefore, no geographical segments are presented.



**BILIBILI INC.**

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**22. Fair Value Measurement**

When available, the Group uses quoted market prices to determine the fair value of an asset or liability. If quoted market prices are not available, the Group will measure fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates. The Group measures investments in money market funds, financial products and equity investments in publicly traded companies at fair value.

*Money market funds and equity investments in publicly traded companies.* The Group values its money market funds and equity investments in publicly traded companies using observable inputs that reflect quoted prices for securities with identical characteristics, and accordingly, the Group classifies the valuation techniques that use these inputs as Level 1.

*Financial products.* The Group values its financial products investments held in certain banks or other financial institutions using quoted prices for securities with similar characteristics and other observable inputs, and accordingly, the Group classifies the valuation techniques that use these inputs as Level 2.

Accounts receivable, amount due from/to related parties and other current assets are financial assets with carrying values that approximate fair value due to their short-term nature. Accounts payable and accrued liabilities and other payables are financial liabilities with carrying values that approximate fair value due to their short-term nature.

The Group measures equity investments accounted for using the equity method at fair value on a non-recurring basis only if an impairment charge were to be recognized. Equity investments accounted for using the measurement alternative are generally not categorized in the fair value hierarchy. However, if equity investments without readily determinable fair values were re-measured during the years ended December 31, 2018, 2019 and 2020, they were classified within Level 3 in the fair value hierarchy because the Group estimated the value of the instruments based on valuation methods using the observable transaction price at the transaction date and other unobservable inputs.

**23. Restricted Net Assets**

Relevant PRC laws and regulations permit the PRC companies to pay dividends only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Additionally, the Company's PRC subsidiaries and VIEs can only distribute dividends upon approval of the shareholders after they have met the PRC requirements for appropriation to the generically reserve fund and the statutory surplus fund respectively. The general reserve fund and the statutory surplus fund require that annual appropriations of 10% of net after-tax income should be set aside prior to payment of any dividends. As a result of these and other restrictions under the PRC laws and regulations, the PRC subsidiaries and VIEs are restricted in their abilities to transfer a portion of their net assets to the Company either in the form of dividends, loans or advances, which restricted portion amounted to approximately RMB1.2 billion or 16.1% of the Company's total consolidated net assets as of December 31, 2020. Even though the Company currently does not require any such dividends, loans or advances from the PRC subsidiaries and VIEs for working capital and other funding purposes, the Company may in the future require additional cash resources from its PRC subsidiaries and VIEs due to changes in business conditions, to fund future acquisitions and developments, or merely declare and pay dividends to or distributions to the Company's shareholders.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 24. Acquisitions

*Transaction with Zenith Group Holdings Co., Limited (“Zenith”)*

In September 2018, the Group entered into an agreement to increase its shareholding to acquire the majority of equity interests in Zenith, the owner of a series of famous virtual singers, such as Luo Tianyi. Prior to this transaction, the Group owned 7.4% of equity interest in Zenith, which was accounted for as long-term investments using alternative measure method. The total consideration was RMB296.8 million in cash. Following the completion of this transaction in September 2018, the Group held approximately 71.9% of equity interests in Zenith and Zenith became a consolidated subsidiary of the Group.

The Group made estimates and judgments in determining the fair value of the assets acquired and liabilities assumed with the assistance from an independent valuation firm. The purchase price allocation as the date of the acquisition is as follows:

|                          | <u>Amount</u><br><u>RMB in thousands</u> | <u>Amortization</u><br><u>Period</u> |
|--------------------------|--|--------------------------------------|
| Net assets acquired      | 30,252                                   |                                      |
| Intangible assets        |  |                                      |
| —Tradename               | 54,974                                   | 8 years                              |
| —Non-compete clause      | 2,230                                    | 3 years                              |
| Noncontrolling interests | (121,154)                                |                                      |
| Goodwill                 | 360,039                                  |                                      |
| <b>Total</b>             | <b><u>326,341</u></b>                    |                                      |

Total purchase price comprised of:

|  | <u>Amount</u><br><u>RMB in thousands</u> |
|--|--|
| Cash consideration                             | 296,796                                  |
| Fair value of previously held equity interests | 29,545                                   |
| <b>Total</b>                                   | <b><u>326,341</u></b>                    |

A gain of RMB5.8 million in relation to the revaluation of the previously held equity interests in Zenith was recorded in “Investment income, net” on the consolidated statements of operations and comprehensive loss for the year ended December 31, 2018. The fair value of the previously held equity interests was estimated based on the purchase price per share as of the acquisition date.

Goodwill arising from this acquisition was attributable to the synergies between virtual idols and the Group’s multiple business streams, including live broadcasting, advertising, games, virtual idol related derivative products and offline performance events. The goodwill recognized was not expected to be deductible for income tax purpose.

In the fourth quarter of 2019, the Group acquired the remaining 28.1% of equity interests in Zenith from noncontrolling shareholders with a total consideration of US\$22.4 million (RMB156.5 million), which was accounted for as an equity transaction pursuant to ASC 810-10-45-23. The difference between the fair value of the consideration and the carrying value of the noncontrolling interests was accounted for as deemed dividend to the noncontrolling shareholders and was recorded against additional paid-in capital. No gain or loss was recorded by the Group.

## BILIBILI INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## 24. Acquisitions (Continued)

*Transactions with Chaodian*

In July 2019, the Group entered into a series of agreements to acquire 72.0% of equity interests in Chaodian, which was subsequently diluted to 63.6% with capital injections from certain other noncontrolling interests. The total consideration of this acquisition consisted of RMB288.6 million paid to the existing third party shareholders and a direct capital injection amounting to RMB909.6 million. Chaodian runs various offline events such as flagship concerts and exhibitions, and operates an industry-related talent agency. The Company and Chaodian were under the same control of the Controlling Shareholder since July 2019. Therefore, this transaction was accounted for as a business combination under common control and the Company's consolidated financial statements included the acquired assets and liabilities of Chaodian, at their historical carrying amounts of RMB986.4 million. The consolidated financial statements as of and for the year ended December 31, 2019 reflected the results of the Company and Chaodian as if they had been combined since July 1, 2019. The excess of the consideration over the historical carrying amount of the acquired assets and liabilities, as well as noncontrolling interests, was accounted for deemed dividend to the other shareholders of Chaodian.

The allocation of the consideration of the assets acquired and liabilities assumed based on their historical carrying amounts was as follows:

|  | <u>Amount</u>           |
|--|-------------------------|
|  | <u>RMB in thousands</u> |
| <b>Consideration</b>                   | <b>1,198,198</b>        |
| Cash and cash equivalents              | 1,199,117               |
| Accounts receivable, net               | 95,147                  |
| Goodwill                               | 36,120                  |
| Other asset acquired                   | 68,214                  |
| <b>Total assets acquired</b>           | <b>1,398,598</b>        |
| Accrued liabilities and other payables | (323,025)               |
| Other liabilities assumed              | (89,217)                |
| <b>Total liability assumed</b>         | <b>(412,242)</b>        |
| Noncontrolling interests               | (276,621)               |
| Deemed dividend                        | 488,463                 |
| <b>Total</b>                           | <b>1,198,198</b>        |

In September 2020, the Company acquired the rest of noncontrolling interests of Chaodian, with the total consideration of RMB744.6 million including with a cash consideration of RMB250.5 million and 1,731,100 Class Z ordinary shares. The consideration was determined by referenced to a third-party valuer's valuation. The difference between the total consideration and the carrying value of the noncontrolling interest of Chaodian was recognized as additional paid-in capital, amounting to RMB193.3 million. Following the completion of this transaction, the Company held 100% of equity interest in Chaodian.

BILIBILI INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

24. Acquisitions (Continued)

Other acquisitions

For the years ended December 31, 2018, 2019 and 2020, the Group completed several other acquisitions, to complement its existing businesses and achieve synergies. The acquired entities individually and in aggregate were insignificant. The Group's other acquisitions are summarized in the following table:

|                          | For the Year Ended December 31, |               |                | Amortization<br>Period |
|--------------------------|---------------------------------|---------------|----------------|------------------------|
|                          | 2018                            | 2019          | 2020           |                        |
|                          | Amount                          |               |                |                        |
|                          | RMB in thousands                |               |                |                        |
| Net assets acquired      | 62,800                          | 65,582        | 18,495         |                        |
| Intangible assets        |                                 |               |                |                        |
| —Tradename               | 104,000                         | —             | —              | 5 to 10 years          |
| —User base               | 21,500                          | —             | 700            | 3 to 5 years           |
| —Copyrights              | 23,500                          | —             | 49,000         | 9 months to 10 years   |
| —Technology              | 9,000                           | —             | —              | 6 to 8 months          |
| —Vendor relationship     | —                               | —             | 86,000         | 10 years               |
| —On-going projects       | —                               | —             | 69,000         | 4.5 years              |
| Noncontrolling interests | (107,505)                       | (30,000)      | (44,064)       |                        |
| Deferred tax liabilities | —                               | —             | (49,140)       |                        |
| Goodwill                 | 530,482                         | 34,418        | 283,760        |                        |
| <b>Total</b>             | <b>643,777</b>                  | <b>70,000</b> | <b>413,751</b> |                        |

Total purchase price comprised of:

|  | Amount           |               |                |
|--|------------------|---------------|----------------|
|  | RMB in thousands |               |                |
| Cash consideration                             | 391,071          | 70,000        | 295,323        |
| Share consideration                            | —                | —             | 118,428        |
| Fair value of previously held equity interests | 252,706          | —             | —              |
| <b>Total</b>                                   | <b>643,777</b>   | <b>70,000</b> | <b>413,751</b> |

In relation to the revaluation of previously held equity interests, the Group recognized a gain of RMB138.6 million in the consolidated statements of operations and comprehensive loss for the year ended December 31, 2018, for the other acquisitions that constitute business combinations.

Pro forma results of operations for all the acquisitions have not been presented because they were not material to the consolidated statements of operations and comprehensive loss for the years ended December 31, 2018, 2019 and 2020, either individually or in aggregate.

25. Subsequent Events

The Group has established an entity in Shanghai, China with Zhuhai Hengqin Wangfu Project Investment LLP (“Wangfu”), and two entities controlled by Mr. Rui Chen and Ms. Ni Li, respectively (the “Management Entities”), to acquire the land use rights for a parcel of land in Shanghai. The Group holds 30.01% of the shares of the entity, Wangfu holds 45%, and the Management Entities collectively hold the remaining 24.99% of the shares. The total investment for the acquisition of land use rights is estimated to be approximately RMB8.1 billion. Pursuant to the shareholders agreement among the shareholders of the entity, the Group has committed to funding the acquisition of land use rights up to RMB1.2 billion, of which RMB975 million has been made as of the date of this annual report and the remaining is expected to be made before March 31, 2021.

BILIBILI Inc.

*and*

Deutsche Bank Trust Company Americas as Trustee

**INDENTURE**

dated as of June 2, 2020

**US\$800,000,000 1.25% CONVERTIBLE SENIOR NOTES DUE 2027**

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INDENTURE dated as of June 2, 2020 between BILIBILI INC., a Cayman Islands exempted company, as issuer (the “**Company**,” as more fully set forth in Section 1.01) and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as trustee (the “**Trustee**,” as more fully set forth in Section 1.01).

W I T N E S E T H:

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issuance of its 1.25% Convertible Senior Notes due 2027 (the “**Notes**”), initially in an aggregate principal amount not to exceed US\$800,000,000, subject to Section 2.10, and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Form of Note, the certificate of authentication to be borne by each Note, the Form of Notice of Conversion, the Form of Fundamental Change Repurchase Notice, the Form of Repurchase Notice and the Form of Assignment and Transfer to be borne by the Notes are to be substantially in the forms hereinafter provided; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, as in this Indenture provided, the valid, binding and legal obligations of the Company, and this Indenture a valid agreement according to its terms, have been done and performed, and the execution of this Indenture and the issuance hereunder of the Notes have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Notes are, and are to be, authenticated, issued and delivered, and in consideration of the premises and of the purchase and acceptance of the Notes by the Holders thereof, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective Holders from time to time of the Notes (except as otherwise provided below), as follows:

ARTICLE 1  
DEFINITIONS

Section 1.01 *Definitions*. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. The words “herein,” “hereof,” “hereunder,” and words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

“**Additional ADSs**” shall have the meaning specified in Section 14.03(a).

“**Additional Amounts**” shall have the meaning specified in Section 4.07(a).

“**Additional Interest**” means all amounts, if any, payable pursuant to Section 4.06(d), Section 4.06(e) and Section 6.03, as applicable.

“**ADS**” means an American Depositary Share, issued pursuant to the Unrestricted Deposit Agreement or Restricted Deposit Agreement, as applicable, representing one Ordinary Share of the Company as of the date of this Indenture, and deposited with the ADS Custodian.

“**ADS Custodian**” means Deutsche Bank AG, Hong Kong Branch, with respect to the ADSs delivered pursuant to the Unrestricted Deposit Agreement or the Restricted Deposit Agreement, as applicable, or any successor entity thereto.

“**ADS Depositary**” means Deutsche Bank Trust Company Americas, as depositary for the ADSs.

“**ADS Price**” shall have the meaning specified in Section 14.03(b).

“**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control,” when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Agents**” means the Paying Agent, the Transfer Agent, the Note Registrar and the Conversion Agent.

“**Applicable PRC Rate**” means (i) in the case of deduction or withholding of People’s Republic of China income tax, 10%, (ii) in the case of deduction or withholding of, or reduction for, People’s Republic of China value added tax (including any related local levies), 6.72%, or (iii) in the case of deduction or withholding of, or reduction for, both People’s Republic of China income tax and People’s Republic of China value added tax (including any related local levies), 16.72%.

“**applicable taxes**” shall have the meaning specified in Section 4.07(a).

“**Board of Directors**” means the board of directors of the Company or a committee of such board duly authorized to act for it hereunder.

“**Board Resolution**” means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors, and to be in full force and effect on the date of such certification, and delivered to the Trustee.

“**Business Day**” means, with respect to any Note, each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in the State of New York or the Cayman Islands are authorized or obligated by law or executive order to close.

“**Capital Stock**” means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that entity.

“**Change in Tax Law**” shall have the meaning specified in Section 16.01.

“**Clause A Distribution**” shall have the meaning specified in Section 14.04(c).

“**Clause B Distribution**” shall have the meaning specified in Section 14.04(c).

“**Clause C Distribution**” shall have the meaning specified in Section 14.04(c).

“**close of business**” means 5:00 p.m. (New York City time).

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Commission**” means the U.S. Securities and Exchange Commission.

“**Common Equity**” of any Person means ordinary share capital or common stock of such Person that is generally entitled (a) to vote in the election of directors of such Person or (b) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

“**Company**” shall have the meaning specified in the first paragraph of this Indenture, and subject to the provisions of Article 11, shall include its successors and assigns.

“**Company Notice**” shall have the meaning specified in Section 15.01(a).

“**Company Order**” means a written order of the Company, signed by an Officer of the Company and delivered to the Trustee.

“**Consolidated Affiliated Entity**” means, with respect to any Person, any corporation, association or other entity which is or is required to be consolidated with such Person under Accounting Standards Codification subtopic 810-10, Consolidation: Overall (including any changes, amendments or supplements thereto) or, if such person prepares its financial statements in accordance with accounting principles other than the accounting principles generally accepted in the United States of America, the equivalent of Accounting Standards Codification subtopic 810-10, Consolidation: Overall under such accounting principles.

“**Conversion Agent**” shall have the meaning specified in Section 4.02.

“**Conversion Date**” shall have the meaning specified in Section 14.02(c).

“**Conversion Obligation**” shall have the meaning specified in Section 14.01.

“**Conversion Rate**” shall have the meaning specified in Section 14.01.

“**Corporate Trust Office**” means the corporate trust office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 60 Wall Street, New York, NY 10005, or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the corporate trust office of any successor trustee (or such other address as such successor trustee may designate from time to time by notice to the Holders and the Company).

**“Default”** means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

**“Defaulted Amounts”** means any amounts on any Note (including, without limitation, the Redemption Price, the Repurchase Price, the Fundamental Change Repurchase Price, principal and interest) that are payable but are not punctually paid or duly provided for.

**“Depositary”** means, with respect to each Global Note, the Person specified in Section 2.05(c) and Section 2.05(e) as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Indenture, and thereafter, **“Depositary”** shall mean or include such successor.

**“Distributed Property”** shall have the meaning specified in Section 14.04(c).

**“Effective Date”** shall have the meaning specified in Section 14.03(c).

**“Event of Default”** shall have the meaning specified in Section 6.01.

**“Ex-Dividend Date”** means the first date on which the ADSs trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Company or, if applicable, from the seller of the ADSs on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

**“Expiring Rights”** means any rights, options or warrants to purchase Ordinary Shares or ADSs that expire on or prior to the Maturity Date.

**“FATCA”** shall have the meaning specified in Section 4.07(a)(i)(D).

**“Form of Assignment and Transfer”** shall mean the “Form of Assignment and Transfer” attached as Attachment 4 to the Form of Note attached hereto as Exhibit A.

**“Form of Fundamental Change Repurchase Notice”** shall mean the “Form of Fundamental Change Repurchase Notice” attached as Attachment 2 to the Form of Note attached hereto as Exhibit A.

**“Form of Notice of Conversion”** shall mean the “Form of Notice of Conversion” attached as Attachment 1 to the Form of Note attached hereto as Exhibit A.

**“Form of Repurchase Notice”** shall mean the “Form of Repurchase Notice” attached as Attachment 3 to the Form of Note attached hereto as Exhibit A.

**“Fractional ADS”** shall have the meaning specified in Section 14.02(a).

“Fundamental Change” shall be deemed to have occurred at the time after the Notes are originally issued if any of the following occurs:

(a) (A) A “person” or “group” within the meaning of Section 13(d) of the Exchange Act, other than the Company, its Subsidiaries, the employee benefit plans of the Company and its Subsidiaries and the Permitted Holders, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of: (i) the Company’s ordinary share capital (including ordinary share capital held in the form of ADSs) representing more than 50% of the voting power of the Company’s ordinary share capital, or (ii) Ordinary Shares representing more than 50% of the Ordinary Shares (including Ordinary Shares held in the form of ADSs), or (B) the Permitted Holders (together with any of their respective affiliates that directly or indirectly through one or more intermediaries is controlling, is controlled by, or is under common control with, any or all of the Permitted Holders) have become the direct or indirect “beneficial owners”, as defined in Rule 13d-3 under the Exchange Act, of Ordinary Shares (including Ordinary Shares held in the form of ADSs) representing, in the aggregate, more than 45% of the Ordinary Shares (including Ordinary Shares held in the form of ADSs), based on any Schedule TO or any schedule, form or report under the Exchange Act disclosing the same filed by any one or more of the Permitted Holders;

(b) the consummation of (A) any recapitalization, reclassification or change of the Ordinary Shares or the ADSs (other than changes resulting from a subdivision or combination) as a result of which the Ordinary Shares or the ADSs would be converted into, or exchanged for, stock, other securities, other property or assets; (B) any share exchange, consolidation or merger of the Company pursuant to which the Ordinary Shares or the ADSs will be converted into cash, securities or other property; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries and Consolidated Affiliated Entities, taken as a whole, to any Person other than one of the Company’s wholly-owned Subsidiaries; *provided, however*, that a transaction described in clause (B) in which the holders of all classes of the Company’s ordinary share capital (including ordinary share capital held in the form of ADSs) immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions vis-a-vis each other as such ownership immediately prior to such transaction shall not be a Fundamental Change pursuant to this clause (b);

(c) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company;

(d) the ADSs (or other Common Equity or ADSs in respect of Common Equity underlying the Notes) cease to be listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors);  
or

(e) any change in or amendment to the laws, regulations and rules of the People's Republic of China or the official interpretation or official application thereof (a "**Change in Law**") that results in (x) the Company, its Subsidiaries and its Consolidated Affiliated Entities (collectively, the "**Company Group**") (as in existence immediately subsequent to such Change in Law), as a whole, being legally prohibited from operating substantially all of the business operations conducted by the Company Group (as in existence immediately prior to such Change in Law) as of the last date of the period described in the Company's consolidated financial statements for the most recent fiscal quarter and (y) the Company's being unable to continue to derive substantially all of the economic benefits from the business operations conducted by the Company Group (as in existence immediately prior to such Change in Law) in the same manner as reflected in the Company's consolidated financial statements for the most recent fiscal quarter;

*provided, however*, that a transaction or event described in clause (b) above shall not constitute a Fundamental Change, if at least 90% of the consideration received or to be received by holders of the ADSs, excluding cash payments for Fractional ADSs, in connection with such transaction or event consists of shares of Common Equity or ADSs in respect of Common Equity that are listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or event that would otherwise constitute a Fundamental Change under clause (b) of the definition thereof and as a result of such transaction or event, the Notes become convertible into such consideration, excluding cash payments for Fractional ADSs.

For the purposes of the definition of Fundamental Change, any transaction that would constitute a Fundamental Change pursuant to both clauses (a) and (b) above (prior to giving effect to the proviso to clause (b) and prior to giving effect to the immediately preceding paragraph) shall be deemed (i) not to be a transaction under clause (a) of the definition of "Fundamental Change"; and (ii) to be a transaction solely under clause (b) of the definition of "Fundamental Change" (but for the avoidance of doubt, subject to the immediately preceding paragraph to the extent applicable).

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 15.02(c).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 15.02(a).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 15.02(b)(i).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 15.02(a).

"**Global Note**" shall have the meaning specified in Section 2.05(b).



“**Holder**,” as applied to any Note, or other similar terms (but excluding the term “beneficial holder”), shall mean any Person in whose name at the time a particular Note is registered on the Note Register.

“**Indenture**” means this instrument as originally executed or, if amended or supplemented as herein provided, as so amended or supplemented.

“**Initial Purchasers**” means Morgan Stanley & Co. LLC, Goldman Sachs (Asia) L.L.C. and BofA Securities, Inc., as representatives of the several “Purchasers” (as defined in the Purchase Agreement).

“**Interest Payment Date**” means each June 15 and December 15 of each year or, if the relevant date is not a Business Day, the immediately following Business Day, beginning on December 15, 2020.

“**Last Reported Sale Price**” of the ADSs on any date means the closing sale price per ADS (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the principal U.S. national or regional securities exchange on which the ADSs are traded. If the ADSs are not listed for trading on a U.S. national or regional securities exchange on the relevant date, the “Last Reported Sale Price” shall be the last quoted bid price for the ADSs in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If the ADSs are not so quoted, the “Last Reported Sale Price” shall be the average of the mid-point of the last bid and ask prices for the ADSs on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Company for this purpose.

“**Make-Whole Fundamental Change**” means any transaction or event described in clause (a), (b), (d) or (e) of the definition of Fundamental Change (determined after giving effect to any exceptions to or exclusions from such definition, including in the *proviso* immediately succeeding clause (e) of the definition thereof, but without regard to the *proviso* in clause (b) of the definition thereof).

“**Maturity Date**” means June 15, 2027.

“**Merger Event**” shall have the meaning specified in Section 14.07(a).

“**Note**” or “**Notes**” shall have the meaning specified in the first paragraph of the recitals of this Indenture.

“**Notes Fungibility Date**” means the date, if any, following the Resale Restriction Termination Date on which all of the Rule 144A Notes and all of the Regulation S Notes are no longer Restricted Securities, do not bear the restrictive legend required by Section 2.05(c), are fungible for U.S. securities law purposes and are assigned an identical, unrestricted CUSIP number.

“**Note Register**” shall have the meaning specified in Section 2.05(a).

“**Note Registrar**” shall have the meaning specified in Section 2.05(a).

“**Notice of Conversion**” shall have the meaning specified in Section 14.02(b).

“**Offering Memorandum**” means the preliminary offering memorandum dated May 27, 2020, as supplemented by the pricing term sheet dated May 28, 2020, relating to the offering and sale of the Notes.

“**Officer**” means, with respect to the Company, the President, the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer and the Treasurer.

“**Officers’ Certificate**,” when used with respect to the Company, means a certificate that is delivered to the Trustee and that is signed by (a) two Officers of the Company. Each such certificate shall include the statements provided for in Section 17.06 if and to the extent required by the provisions of such Section. One of the Officers giving an Officers’ Certificate pursuant to Section 4.09 shall be the principal executive, financial or accounting officer of the Company.

“**open of business**” means 9:00 a.m. (New York City time).

“**Opinion of Counsel**” means an opinion in writing signed by legal counsel and in a form reasonably acceptable to the Trustee, who may be counsel to the Company, or other counsel acceptable to the Trustee, that is delivered to the Trustee. Each such opinion shall include the statements provided for in Section 17.06 if and to the extent required by the provisions of such Section 17.06.

“**Ordinary Shares**” means Class Z ordinary shares of the Company, par value US\$0.0001 per share, at the date of this Indenture, subject to Section 14.07.

“**outstanding**,” when used with reference to Notes, shall, subject to the provisions of Section 8.04, mean, as of any particular time, all Notes authenticated and delivered by the Trustee under this Indenture, except:

- (a) Notes theretofore canceled by the Note Registrar or accepted by the Note Registrar for cancellation;
- (b) Notes, or portions thereof, that have become due and payable and in respect of which monies in the necessary amount shall have been deposited with the Trustee or with any Paying Agent (other than the Company) or shall have been set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent);
- (c) Notes that have been paid pursuant to Section 2.06 or Notes in lieu of which, or in substitution for which, other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.06 unless proof satisfactory to the Trustee is presented that any such Notes are held by protected purchasers in due course;
- (d) Notes converted pursuant to Article 14 and required to be cancelled pursuant to Section 2.08;

- (e) Notes redeemed pursuant to Article 16; and
- (f) Notes repurchased by the Company pursuant to the third sentence of Section 2.10.

“**Paying Agent**” shall have the meaning specified in Section 4.02.

“**Permitted Holders**” means each of Mr. Rui Chen and Mr. Yi Xu, together with any other respective “person” or “group” subject to aggregation with respect to the Capital Stock of the Company (including Ordinary Shares held in the form of ADSs) with any of the aforementioned persons under Section 13(d) of the Exchange Act.

“**Person**” means an individual, a corporation, a limited liability company, an association, a partnership, a joint venture, a joint stock company, a trust, an unincorporated organization or a government or an agency or a political subdivision thereof.

“**Physical Notes**” means permanent certificated Notes in registered form issued in denominations of US\$1,000 principal amount and multiples thereof.

“**Predecessor Note**” of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.06 in lieu of or in exchange for a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note that it replaces.

“**Purchase Agreement**” means that certain Purchase Agreement, dated as of May 28, 2020, among the Company and the Initial Purchasers.

“**Record Date**” means, with respect to any dividend, distribution or other transaction or event in which the holders of ADSs (or other applicable security) have the right to receive any cash, securities or other property or in which ADSs (or other applicable security) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the ADSs (or other applicable security) entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors, statute, contract or otherwise).

“**Redemption Date**” shall have the meaning specified in Section 16.01(a).

“**Redemption Reference Date**” shall have the meaning specified in Section 14.03(g).

“**Redemption Reference Price**” shall have the meaning specified in Section 14.03(g).

“**Redemption Price**” shall have the meaning specified in Section 16.01(a).

“**Reference Property**” shall have the meaning specified in Section 14.07(a).

**“Regular Record Date,”** with respect to any Interest Payment Date, shall mean the June 1 or December 1 (whether or not such day is a Business Day) immediately preceding the applicable June 15 or December 15 Interest Payment Date, respectively.

**“Regulation S”** means Regulation S under the Securities Act or any successor to such regulation.

**“Regulation S Notes”** means the Notes initially offered and sold outside the United States pursuant to Regulation S.

**“Relevant Jurisdiction”** shall have the meaning specified in Section 4.07(a).

**“Relevant Taxing Jurisdiction”** shall have the meaning specified in Section 4.07(a).

**“Repurchase Date”** shall have the meaning specified in Section 15.01(a).

**“Repurchase Expiration Time”** shall have the meaning specified in Section 15.01(a).

**“Repurchase Notice”** shall have the meaning specified in Section 15.01(a).

**“Repurchase Price”** shall have the meaning specified in Section 15.01(a).

**“Resale Restriction Termination Date”** shall have the meaning specified in Section 2.05(c).

**“Responsible Officer”** means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such Person’s knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

**“Restricted Deposit Agreement”** means the deposit agreement for restricted securities dated as of April 3, 2019 by and among the Company, the ADS Depositary and the holders and beneficial owners of the restricted ADSs delivered thereunder or, if amended or supplemented as provided therein, as so amended or supplemented.

**“Restricted Securities”** shall have the meaning specified in Section 2.05(c).

**“Rule 144”** means Rule 144 as promulgated under the Securities Act.

**“Rule 144A”** means Rule 144A as promulgated under the Securities Act.

**“Rule 144A Notes”** means the notes initially offered and sold pursuant to Rule 144A.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Significant Subsidiary**” means a Subsidiary of the Company that meets the definition of “significant subsidiary” in Article 1, Rule 1-02 of Regulation S-X under the Exchange Act. Each of the Company’s Consolidated Affiliated Entities will be deemed to be a “subsidiary” for purposes of the definition of “significant subsidiary” in Article 1, Rule 1-02 of Regulation S-X.

“**Spin-Off**” shall have the meaning specified in Section 14.04(c).

“**Subsidiary**” means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person.

“**Successor Company**” shall have the meaning specified in Section 11.01(a).

“**Trading Day**” means a day on which (i) trading in the ADSs (or other security for which a closing sale price must be determined) generally occurs on The NASDAQ Global Select Market or, if the ADSs (or such other security) are not then listed on The NASDAQ Global Select Market, on the principal other U.S. national or regional securities exchange on which the ADSs (or such other security) are then listed or, if the ADSs (or such other security) are not then listed on a U.S. national or regional securities exchange, on the principal other market on which the ADSs (or such other security) are then traded and (ii) a Last Reported Sale Price for the ADSs (or closing sale price for such other security) is available on such securities exchange or market; *provided* that if the ADSs (or such other security) are not so listed or traded, “Trading Day” means a Business Day.

“**transfer**” shall have the meaning specified in Section 2.05(c) and Section 2.05(e), as applicable.

“**Transfer Agent**” shall have the meaning specified in Section 4.02.

“**Trigger Event**” shall have the meaning specified in Section 14.04(c).

“**Trust Indenture Act**” means the Trust Indenture Act of 1939, as amended, as it was in force at the date of execution of this Indenture; *provided, however*, that in the event the Trust Indenture Act of 1939 is amended after the date hereof, the term “Trust Indenture Act” shall mean, to the extent required by such amendment, the Trust Indenture Act of 1939, as so amended.

“**Trustee**” means the Person named as the “Trustee” in the first paragraph of this Indenture until a successor trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” shall mean or include each Person who is then a Trustee hereunder.

“**unit of Reference Property**” shall have the meaning specified in Section 14.07(a).

“**Unrestricted Deposit Agreement**” means the deposit agreement dated as of March 27, 2018, by and among the Company, the ADS Depository and the holders and beneficial owners of the ADSs delivered thereunder or, if amended or supplemented as provided therein, as so amended or supplemented.

“**U.S. Person**” shall have the meaning as such term is defined under Regulation S.

“**Valuation Period**” shall have the meaning specified in Section 14.04(c).

Section 1.02 *References to Interest*. Unless the context otherwise requires, any reference to interest on, or in respect of, any Note in this Indenture shall be deemed to include Additional Interest if, in such context, Additional Interest is, was or would be payable pursuant to any of Section 4.06(d), Section 4.06(e) and Section 6.03. Unless the context otherwise requires, any express mention of Additional Interest in any provision hereof shall not be construed as excluding Additional Interest in those provisions hereof where such express mention is not made.

## ARTICLE 2 ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the “1.25% Convertible Senior Notes due 2027.” The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is initially limited to US\$800,000,000, subject to Section 2.10 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.05, Section 2.06, Section 2.07, Section 10.04, Section 14.02 and Section 15.04.

Section 2.02 *Form of Notes*. The Notes and the Trustee’s certificate of authentication to be borne by such Notes shall be substantially in the respective forms set forth in Exhibit A, the terms and provisions of which shall constitute, and are hereby expressly incorporated in and made a part of this Indenture. To the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby.

Any Global Note may be endorsed with or have incorporated in the text thereof such legends or recitals or changes not inconsistent with the provisions of this Indenture as may be required by the Depository, or as may be required to comply with any applicable law or any regulation thereunder or with the rules and regulations of any securities exchange or automated quotation system upon which the Notes may be listed or traded or designated for issuance or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Notes are subject.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the Officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

Each Global Note shall represent such principal amount of the outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be increased or reduced to reflect redemptions, repurchases, cancellations, conversions, transfers or exchanges permitted hereby. Any endorsement of the Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Trustee or the Note Registrar in such manner and upon instructions given by the Holder of such Notes in accordance with this Indenture. Payment of principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest on, the Global Note shall be made to the Holder of such Note on the date of payment, unless a record date or other means of determining Holders eligible to receive payment is provided for herein.

Section 2.03 *Date and Denomination of Notes; Payments of Interest and Defaulted Amounts.* (a) The Notes shall be issuable in registered form without coupons in denominations of US\$1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from, and including, the date specified on the face of such Note. Accrued interest on the Notes shall be computed on the basis of a 360-day year composed of twelve 30-day months and, for partial months, on the basis of actual days elapsed over a 30-day month.

(b) The Person in whose name any Note (or its Predecessor Note) is registered on the Note Register at the close of business on any Regular Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office or agency of the Company maintained by the Company for such purposes in the Borough of Manhattan, The City of New York, which shall initially be the Corporate Trust Office. The Company shall pay or cause the Paying Agent to pay interest (i) on any Physical Notes (A) to Holders holding Physical Notes having an aggregate principal amount of US\$5,000,000 or less, by check mailed (at the Company's expense) to the Holders of these Notes at their address as it appears in the Note Register and (B) to Holders holding Physical Notes having an aggregate principal amount of more than US\$5,000,000, either by check mailed (at the Company's expense) to such Holders or, upon application by such Holder to the Note Registrar not later than the relevant Regular Record Date, by wire transfer in immediately available funds to that Holder's account within the United States, which application shall remain in effect until the Holder notifies, in writing, the Note Registrar to the contrary or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depository or its nominee.

(c) Any Defaulted Amounts shall forthwith cease to be payable to the Holder on the relevant payment date but shall accrue interest per annum at the rate per annum borne by the Notes *plus* one percent, subject to the enforceability thereof under applicable law, from, and including, such relevant payment date, and such Defaulted Amounts together with such interest thereon shall be paid by the Company, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Amounts to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on a special record date for the payment of such Defaulted Amounts, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of the Defaulted Amounts proposed to be paid on each Note and the date of the proposed payment (which shall be not less than 25 days after the receipt by the Trustee of such notice, unless the Trustee in its sole discretion shall consent to an earlier date), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount to be paid in respect of such Defaulted Amounts or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Amounts as in this clause provided. Thereupon the Company shall fix a special record date for the payment of such Defaulted Amounts which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment, and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Company shall promptly notify the Trustee in writing of such special record date and the Trustee, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Amounts and the special record date therefor to be mailed, first-class postage prepaid (at the Company's expense), to each Holder at its address as it appears in the Note Register, not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Amounts and the special record date therefor having been so mailed, such Defaulted Amounts shall be paid to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on such special record date and shall no longer be payable pursuant to the following clause (ii) of this Section 2.03(c).

(ii) The Company may make payment of any Defaulted Amounts in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, and upon such notice as may be required by such exchange or automated quotation system, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Section 2.04 *Execution, Authentication and Delivery of Notes.* The Notes shall be signed in the name and on behalf of the Company by the manual or facsimile signature of its Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary or any of its Executive or Senior Vice Presidents. With the delivery of this Indenture, the Company is furnishing, and from time to time thereafter may furnish, a certificate substantially in the form of Exhibit B (an "**Authorization Certificate**") identifying and certifying the incumbency and specimen (and/or facsimile) signatures of its active authorized Officers. Until the Trustee receives a subsequent Authorization Certificate, the Trustee shall be entitled to conclusively rely on the last Authorization Certificate delivered to it for purposes of determining the relevant authorized Officers. Typographical and other minor errors or defects in any signature shall not affect the validity or enforceability of any Note which has been duly authenticated and delivered by the Trustee.



At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Notes executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Notes, and the Trustee in accordance with such Company Order shall authenticate and deliver such Notes, without any further action by the Company hereunder.

The Company Order shall specify the amount of Notes to be authenticated (including the initial amount of Rule 144A Notes and the initial amount of Regulation S Notes), the applicable rate at which interest will accrue on such Notes, the date on which the original issuance of such Notes is to be authenticated, the date from which interest will begin to accrue, the date or dates on which interest on such Notes will be payable and the date on which the principal of such Notes will be payable and other terms relating to such Notes. The Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company (as set forth in such Company Order).

The Trustee shall have the right to decline to authenticate and deliver any Notes under this Section (a) unless and until it receives from the Company a Company Order instructing it to so authenticate and deliver such Notes and, if requested by the Trustee, an Officers' Certificate and an Opinion of Counsel in accordance with Section 17.06 hereof; (b) if the Trustee determines that such action may not lawfully be taken; or (c) if the Trustee determines that such action would expose the Trustee to personal liability, unless indemnity and/or security and/or pre-funding reasonably satisfactory to the Trustee against such liability is provided to the Trustee and the Note Registrar.

Only such Notes as shall bear thereon a certificate of authentication substantially in the form set forth on the form of Note attached as Exhibit A hereto, executed manually or electronically by an authorized officer of the Trustee, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee upon any Note executed by the Company shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered hereunder and that the Holder is entitled to the benefits of this Indenture.

In case any Officer of the Company who shall have signed any of the Notes shall cease to be such Officer before the Notes so signed shall have been authenticated and delivered by the Trustee, or disposed of by the Company, such Notes nevertheless may be authenticated and delivered or disposed of as though the Person who signed such Notes had not ceased to be such Officer of the Company; and any Note may be signed on behalf of the Company by such Persons as, at the actual date of the execution of such Note, shall be the Officers of the Company, although at the date of the execution of this Indenture any such Person was not such an Officer.

Section 2.05 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.* (a) The Company shall cause to be kept at the Corporate Trust Office a register (the register maintained in such office or in any other office or agency of the Company designated pursuant to Section 4.02, the “**Note Register**”) in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Notes and of transfers of Notes. Such register shall be in written form or in any form capable of being converted into written form within a reasonable period of time. Deutsche Bank Trust Company Americas is hereby initially appointed the “**Note Registrar**” and “**Transfer Agent**” for the purpose of registering Notes and transfers of Notes as herein provided. The Company may appoint one or more co-Note Registrars in accordance with Section 4.02.

Prior to the Notes Fungibility Date, upon surrender for registration of transfer of any Rule 144A Note or Regulation S Note, as the case may be, to the Note Registrar or any co-Note Registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.05, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Rule 144A Notes or Regulation S Notes, as the case may be, of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture. Following the Notes Fungibility Date, upon surrender for registration of transfer of any Note to the Note Registrar or any co-Note Registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.05, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and not bearing the restrictive legends required by Section 2.05(c).

Prior to the Notes Fungibility Date, Rule 144A Notes and Regulation S Notes, as the case may be, may be exchanged for other Rule 144A Notes or Regulation S Notes, as the case may be, of any authorized denominations and of a like aggregate principal amount, upon surrender of the Rule 144A Notes or Regulation S Notes, as the case may be, to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Rule 144A Notes or Regulation S Notes, as the case may be, are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Rule 144A Notes or Regulation S Notes, as the case may be, that the Holder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding. Following the Notes Fungibility Date, Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount but not bearing the restrictive legend required by Section 2.05(c), upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes that the Holder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Note Registrar or any co-Note Registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Holder thereof or its attorney-in-fact duly authorized in writing.

No service charge shall be imposed by the Company, the Transfer Agent, the Note Registrar, any co-Note Registrar or the Paying Agent for any exchange or registration of transfer of Notes, but the Company may require a Holder to pay a sum sufficient to cover any documentary, stamp, issue, transfer or similar tax required in connection therewith as a result of the name of the Holder of new Notes issued upon such exchange or registration of transfer being different from the name of the Holder of the old Notes surrendered for exchange or registration of transfer. The Company shall pay the ADS Depository's fees for issuance of the ADSs.

None of the Company, the Trustee, the Note Registrar or any co-Note Registrar shall be required to exchange or register a transfer of (i) any Notes surrendered for conversion or, if a portion of any Note is surrendered for conversion, such portion thereof surrendered for conversion, (ii) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article 15 or (iii) any Notes selected for redemption in accordance with Article 16.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Indenture shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

The Trustee shall have no responsibility or obligation to any direct or indirect participant or any other Person with respect to the accuracy of the books or records, or the acts or omissions, of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any direct or indirect participant or other Person (other than the Depository and any other registered Holder of Notes) of any notice (including any notice of redemption pursuant to Article 16) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to or upon the order of the registered Holders (which shall be the Depository or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depository subject to the customary procedures of the Depository. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its direct or indirect participants.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among direct or indirect participants in any Global Note) other than to require delivery of such certificates as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(b) So long as the Notes are eligible for book-entry settlement with the Depository, unless otherwise required by law, subject to the fourth paragraph from the end of Section 2.05(c) all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depository or the nominee of the Depository. The transfer and exchange of beneficial interests in a Global Note that does not involve the issuance of a Physical Note shall be effected through the Depository in accordance with this Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depository therefor. Prior to the Notes Fungibility Date, the Rule 144A Notes shall be represented by one or more Global Notes and the Regulation S Notes shall be represented by one or more separate Global Notes. Following the Notes Fungibility Date, the Rule 144A Notes and the Regulation S Notes may be represented by one or more of the same Global Notes.

(c) Every Note that bears or is required under this Section 2.05(c) to bear the legend set forth in this Section 2.05(c) (together with any ADSs (including the Ordinary Shares represented thereby) delivered upon conversion of the Notes that are required to bear the legend set forth in Section 2.05(d), collectively, the “**Restricted Securities**”) shall be subject to the restrictions on transfer set forth in this Section 2.05(c) (including the legend set forth below), unless such restrictions on transfer shall be eliminated or otherwise waived by written consent of the Company, and the Holder of each such Restricted Security, by such Holder’s acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.05(c) and Section 2.05(d), the term “**transfer**” encompasses any sale, pledge, transfer or other disposition whatsoever of any Restricted Security.

Until the date (the “**Resale Restriction Termination Date**”) that is the later of (1) the date that is one year after the last date of original issuance of the Notes, or such shorter period of time as permitted by Rule 144 under the Securities Act or any successor provision thereto, and (2) such later date, if any, as may be required by applicable law, any certificate evidencing such Note (and all securities issued in exchange therefor or substitution thereof, other than ADSs (including the Ordinary Shares represented thereby) issued upon conversion thereof, which shall bear the legend set forth in Section 2.05(d), if applicable) shall bear a legend in substantially the following form (unless such Notes have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 under the Securities Act or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company in writing, with notice thereof to the Trustee):

THIS SECURITY, THE AMERICAN DEPOSITARY SHARES DELIVERABLE UPON CONVERSION OF THIS SECURITY AND THE ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), ARE “RESTRICTED SECURITIES” WITHIN THE MEANING OF RULES 144 UNDER THE SECURITIES ACT OR CONTRACTUALLY RESTRICTED SECURITIES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS (A) A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (B) NOT A U.S. PERSON AND LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT AND THAT IT AND ANY SUCH ACCOUNT IS NOT, AND HAS NOT BEEN FOR THE IMMEDIATELY PRECEDING THREE MONTHS, AN AFFILIATE OF BILIBILI INC. (THE “COMPANY”), AND

(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY, THE AMERICAN DEPOSITARY SHARES DELIVERABLE UPON CONVERSION OF THIS SECURITY AND THE CLASS Z ORDINARY SHARES REPRESENTED THEREBY, OR ANY BENEFICIAL INTEREST HEREIN OR THEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

- (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR
- (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR
- (C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR
- (D) TO A NON-U.S. PERSON LOCATED OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR
- (E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE).

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(E) ABOVE, THE COMPANY, THE DEPOSITARY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THIS NOTE, THE AMERICAN DEPOSITARY SHARES DELIVERABLE UPON CONVERSION HEREOF AND THE CLASS Z ORDINARY SHARES REPRESENTED THEREBY, OR A BENEFICIAL INTEREST HEREIN OR THEREIN.

No transfer of any Note prior to the Resale Restriction Termination Date will be registered by the Note Registrar unless the applicable box on the Form of Assignment and Transfer has been checked.

Any Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of such Note for exchange to the Note Registrar in accordance with the provisions of this Section 2.05, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the restrictive legend required by this Section 2.05(c) and shall not be assigned a restricted CUSIP number. The Company shall be entitled to instruct the Trustee in writing to so surrender any Global Note as to which such restrictions on transfer shall have expired in accordance with their terms for exchange, and, upon such instruction, the Trustee shall so surrender such Global Note for exchange; and any new Global Note so exchanged therefor shall not bear the restrictive legend specified in this Section 2.05(c) and shall not be assigned a restricted CUSIP number. The Company shall promptly notify the Trustee in writing upon the occurrence of the Resale Restriction Termination Date and after a registration statement, if any, with respect to the Notes or the ADSs (including the Ordinary Shares represented thereby) issued upon conversion of the Notes has been declared effective under the Securities Act.

Notwithstanding any other provisions of this Indenture (other than the provisions set forth in this Section 2.05(c)), a Global Note may not be transferred as a whole or in part except (i) by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository and (ii) for transfers of portions of a Global Note in certificated form made upon request of a member of, or a participant in, the Depository (for itself or on behalf of a beneficial owner) by written notice given to the Trustee by or on behalf of the Depository in accordance with customary procedures of the Depository and in compliance with this Section 2.05(c).

The Depository shall be a clearing agency registered under the Exchange Act. The Company initially appoints The Depository Trust Company to act as Depository with respect to each Global Note. Initially, each Global Note shall be issued to the Depository, registered in the name of Cede & Co., as the nominee of the Depository, and deposited with Deutsche Bank Trust Company Americas as custodian for Cede & Co.

If (i) the Depository notifies the Company at any time that the Depository is unwilling or unable to continue as depository for the Global Notes and a successor depository is not appointed within 90 days, (ii) the Depository ceases to be registered as a clearing agency under the Exchange Act and a successor depository is not appointed within 90 days or (iii) an Event of Default with respect to the Notes has occurred and is continuing and a beneficial owner of any Note requests that its beneficial interest therein be issued as a Physical Note, the Company shall execute, and the Trustee, upon receipt of an Officers' Certificate and a Company Order for the authentication and delivery of Notes, shall authenticate and deliver (x) in the case of clause (iii), a Physical Note to such beneficial owner in a principal amount equal to the principal amount of such Note corresponding to such beneficial owner's beneficial interest and (y) in the case of clause (i) or (ii), Physical Notes to each beneficial owner of the related Global Notes (or a portion thereof) in an aggregate principal amount equal to the aggregate principal amount of such Global Notes in exchange for such Global Notes, and upon delivery of the Global Notes to the Note Registrar such Global Notes shall be canceled.

Physical Notes issued in exchange for all or a part of the Global Note pursuant to this Section 2.05(c) shall be registered in such names and in such authorized denominations as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Note Registrar in writing. Upon execution and authentication, the Note Registrar shall deliver such Physical Notes to the Persons in whose names such Physical Notes are so registered.

At such time as all interests in a Global Note have been converted, canceled, repurchased, redeemed or transferred, such Global Note shall be, upon receipt thereof, canceled by the Note Registrar in accordance with standing procedures and existing instructions of the Depository. At any time prior to such cancellation, if any interest in a Global Note is exchanged for Physical Notes, converted, canceled, repurchased, redeemed or transferred to a transferee who receives Physical Notes therefor or any Physical Note is exchanged or transferred for part of such Global Note, the principal amount of such Global Note shall, in accordance with the standing procedures and existing instructions of the Depository, be appropriately reduced or increased, as the case may be, and an endorsement shall be made on such Global Note, by the Note Registrar, to reflect such reduction or increase.

None of the Company, the Trustee, the Paying Agent, any agent of the Company or any agent of the Trustee shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Note or maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(d) Until the Resale Restriction Termination Date, any certificate representing ADSs (including the Ordinary Shares represented thereby) issued upon conversion of such Note shall bear a legend in substantially the following form (unless the Note or such ADSs (including the Ordinary Shares represented thereby) has been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or such ADS or the Ordinary Shares represented thereby have been issued upon conversion of Notes that have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 under the Securities Act or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company with written notice thereof to the Note Registrar and any transfer agent for the ADSs):

THE AMERICAN DEPOSITARY SHARES EVIDENCED HEREBY AND THE CLASS Z ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), ARE "RESTRICTED SECURITIES" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT OR CONTRACTUALLY RESTRICTED SECURITIES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS (A) A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (B) NOT A U.S. PERSON AND LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT AND THAT IT AND ANY SUCH ACCOUNT IS NOT, AND HAS NOT FOR THE IMMEDIATELY PRECEDING THREE MONTHS, AN AFFILIATE OF BILIBILI INC. (THE "COMPANY"), AND

(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY AND THE CLASS Z ORDINARY SHARES REPRESENTED THEREBY, OR ANY BENEFICIAL INTEREST HEREIN OR THEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE OF THE SERIES OF NOTES UPON THE CONVERSION OF WHICH THIS SECURITY WAS ISSUED OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

- (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR
- (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR
- (C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR
- (D) TO A NON-U.S. PERSON LOCATED OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR
- (E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE).



PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(E) ABOVE, THE COMPANY, THE DEPOSITARY AND THE TRANSFER AGENT FOR THE COMPANY'S CLASS Z ORDINARY SHARES RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THE AMERICAN DEPOSITARY SHARES EVIDENCED HEREBY OR A BENEFICIAL INTEREST THEREIN.

Any such ADSs as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of the certificates representing such ADSs for exchange in accordance with the procedures of the transfer agent for the ADSs and the Restricted Deposit Agreement, as applicable, be exchanged for a new certificate or certificates for a like aggregate number of ADSs, which shall not bear the restrictive legend required by this Section 2.05(d).

(e) Any Note or ADS delivered upon the conversion or exchange of any Note that is repurchased or owned by any Affiliate of the Company may not be resold by such Affiliate (or a Holder that was the Company's Affiliate at any time during three months preceding the resale) unless registered under the Securities Act or resold pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act in a transaction that results in such Note or ADS, as the case may be, no longer being a "restricted security" (as defined under Rule 144 under the Securities Act). The Company shall cause any Note that is repurchased or owned by it to be surrendered to the Note Registrar for cancellation in accordance with Section 2.08.

(f) Until the Resale Restriction Termination Date, prior to any sale of Regulation S Notes, the ADSs deliverable upon conversion thereof or the Ordinary Shares represented thereby, to a qualified institutional buyer in compliance with Rule 144A, the Holder thereof shall deliver to the Trustee, Transfer Agent and/or Depositary, as the case may be, written confirmation that the prospective purchaser is a Person such Holder reasonably believes is a "qualified institutional buyer" (within the meaning of Rule 144A) that is purchasing for its own account or for the account of another qualified institutional buyer and to whom notice is given that the transfer is being made in reliance on Rule 144A.

Section 2.06 *Mutilated, Destroyed, Lost or Stolen Notes*. In case any Note shall become mutilated or be destroyed, lost or stolen, the Company in its discretion may execute, and upon receipt of a Company Order, the Trustee shall authenticate and deliver, a new Note, bearing a registration number not contemporaneously outstanding, in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. In every case the applicant for a substituted Note shall furnish to the Company and to the Trustee such security and/or indemnity as may be required by them to save each of them harmless from any loss, liability, cost or expense caused by or connected with such substitution, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company and to the Trustee evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

The Trustee may authenticate any such substituted Note and deliver the same upon the receipt of such security and/or indemnity as the Trustee and the Company may require. No service charge shall be imposed by the Company, the Transfer Agent, the Note Registrar, any co- Note Registrar or the Paying Agent upon the issuance of any substitute Note, but the Company may require a Holder to pay a sum sufficient to cover any documentary, stamp, issue, transfer or similar tax required in connection therewith as a result of the name of the Holder of the new substitute Note being different from the name of the Holder of the old Note that became mutilated or was destroyed, lost or stolen. In case any Note that has matured or is about to mature or has been surrendered for repurchase (and not withdrawn) in accordance with Article 15 or has been selected for redemption in accordance with Article 16 or is about to be converted in accordance with Article 14 shall become mutilated or be destroyed, lost or stolen, the Company may, in its sole discretion, instead of issuing a substitute Note, pay or authorize the payment of or convert or authorize the conversion of the same (without surrender thereof except in the case of a mutilated Note), as the case may be, if the applicant for such payment or conversion shall furnish to the Company and to the Trustee such security and/or indemnity as may be required by them to save each of them harmless for any loss, liability, cost or expense caused by or connected with such substitution, and, in every case of destruction, loss or theft, evidence satisfactory to the Company, and the Trustee evidence of their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

Every substitute Note issued pursuant to the provisions of this Section 2.06 by virtue of the fact that any Note is destroyed, lost or stolen shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be found at any time, and shall be entitled to all the benefits of (but shall be subject to all the limitations set forth in) this Indenture equally and proportionately with any and all other Notes duly issued hereunder. To the extent permitted by law, all Notes shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement, payment, redemption, conversion or repurchase of mutilated, destroyed, lost or stolen Notes and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement, payment, redemption, conversion or repurchase of negotiable instruments or other securities without their surrender.

Section 2.07 *Temporary Notes*. Pending the preparation of Physical Notes, the Company may execute and the Trustee shall, upon receipt of a Company Order, authenticate and deliver temporary Notes (printed or lithographed). Temporary Notes shall be issuable in any authorized denomination, and substantially in the form of the Physical Notes but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company. Every such temporary Note shall be executed by the Company and authenticated by the Trustee upon the same conditions and in substantially the same manner, and with the same effect, as the Physical Notes. Without unreasonable delay, the Company shall execute and deliver to the Trustee Physical Notes (other than any Global Note) and thereupon any or all temporary Notes (other than any Global Note) may be surrendered in exchange therefor, at each office or agency maintained by the Company pursuant to Section 4.02 and the Trustee shall upon receipt of a Company Order authenticate and deliver in exchange for such temporary Notes an equal aggregate principal amount of Physical Notes. Such exchange shall be made by the Company at its own expense and without any charge therefor. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits and subject to the same limitations under this Indenture as Physical Notes authenticated and delivered hereunder.

Section 2.08 *Cancellation of Notes Paid, Converted, Etc.* The Company shall cause all Notes surrendered for the purpose of payment, repurchase, redemption, registration of transfer or exchange or conversion, if surrendered to any Person other than the Note Registrar (including any of the Company's agents, Subsidiaries or Affiliates), to be delivered and surrendered to the Note Registrar for cancellation. All Notes delivered to the Note Registrar shall be canceled promptly by it, and no Notes shall be authenticated in exchange thereof except as expressly permitted by any of the provisions of this Indenture. The Note Registrar shall dispose of canceled Notes in accordance with its customary procedures and, after such disposition, shall deliver a certificate of such cancellation and disposition to the Company, at the Company's written request in a Company Order.

Section 2.09 *CUSIP Numbers.* The Company in issuing the Notes may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in all notices issued to Holders as a convenience to such Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or on such notice and that reliance may be placed only on the other identification numbers printed on the Notes. The Company shall promptly notify the Trustee in writing of any change in the "CUSIP" numbers. Prior to the Notes Fungibility Date, the Rule 144A Notes and the Regulation S Notes shall have different "CUSIP" numbers. Following the Notes Fungibility Date, the Rule 144A Notes and the Regulation S Notes shall have the same "CUSIP" number.

Section 2.10 *Additional Notes; Repurchases.* The Company may, without the consent of, or notice to, the Holders and notwithstanding Section 2.01, reopen this Indenture and issue additional Notes hereunder with the same terms as the Notes initially issued hereunder (except for any differences in the issue price, the issue date and interest accrued, if any, and, if applicable, restrictions on transfer in respect of such additional Notes) in an unlimited aggregate principal amount; *provided* that if any such additional Notes are not fungible with the Notes initially issued hereunder for U.S. federal income tax or securities law purposes, such additional Notes shall have a separate CUSIP number from both the Rule 144A Notes and the Regulation S Notes. Prior to the issuance of any such additional Notes, the Company shall deliver to the Trustee a Company Order, an Officers' Certificate and an Opinion of Counsel, such Officers' Certificate and Opinion of Counsel to cover such matters, in addition to those required by Section 17.06, as the Trustee shall reasonably request. In addition, the Company may, to the extent permitted by law, and directly or indirectly (regardless of whether such Notes are surrendered to the Company), repurchase Notes in the open market or otherwise, whether by the Company or through its Subsidiaries or through a private or public tender or exchange offer or through counterparties to private agreements. The Company shall cause any Notes so repurchased to be surrendered to the Note Registrar for cancellation in accordance with Section 2.08 and upon receipt of a Company Order, the Note Registrar shall cancel all Notes so surrendered and such Notes shall no longer be considered outstanding under this Indenture upon their repurchase. The Company may also enter into cash-settled swaps or other derivatives with respect to the Notes. For the avoidance of doubt, any Notes underlying such cash-settled swaps or other derivatives shall not be required to be surrendered to the Note Registrar for cancellation in accordance with Section 2.08 and will continue to be considered outstanding for purposes of this Indenture, subject to the provisions of Section 8.04.

ARTICLE 3  
SATISFACTION AND DISCHARGE

Section 3.01 *Satisfaction and Discharge.* This Indenture shall upon request of the Company contained in an Officers' Certificate cease to be of further effect, and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when (a) (i) all Notes theretofore authenticated and delivered (other than (x) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.06 and (y) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 4.04(d)) have been delivered to the Note Registrar for cancellation; or (ii) the Company has deposited with the Paying Agent or delivered to Holders, as applicable, after the Notes have become due and payable, whether on the Maturity Date, the Redemption Date, any Repurchase Date, any Fundamental Change Repurchase Date, upon conversion or otherwise, cash or cash and ADSs (solely to satisfy the Company's Conversion Obligation, if applicable), sufficient to pay all of the outstanding Notes and all other sums due and payable under this Indenture by the Company; and (b) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with. Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 7.06 shall survive.

ARTICLE 4  
PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.* The Company covenants and agrees that it will cause to be paid the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest on, each of the Notes at the places, at the respective times and in the manner provided herein and in the Notes.

Section 4.02 *Maintenance of Office or Agency.* The Company will maintain in the Borough of Manhattan, The City of New York, an office or agency (which will be the Corporate Trust Office initially) where the Notes may be surrendered for registration of transfer or exchange or for presentation for payment or repurchase ("**Paying Agent**") or for conversion ("**Conversion Agent**") and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office, *provided, however*, that the legal service of process against the Company shall in no circumstance be made at an office or agency of the Trustee.

The Company may also from time to time designate as co-Note Registrars one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided* that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, The City of New York, for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency. The terms “**Paying Agent**” and “**Conversion Agent**” include any such additional or other offices or agencies, as applicable.

The Company hereby initially designates Deutsche Bank Trust Company Americas as the Paying Agent, Note Registrar, Transfer Agent and Conversion Agent and the Corporate Trust Office and the office or agency of Deutsche Bank Trust Company Americas in the Borough of Manhattan, The City of New York, each shall be considered as one such office or agency of the Company for each of the aforesaid purposes.

Section 4.03 *Appointments to Fill Vacancies in Trustee’s Office.* The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 7.09, a trustee, so that there shall at all times be a trustee hereunder.

Section 4.04 *Provisions as to Paying Agent.* (a) If the Company shall appoint a Paying Agent other than the Trustee, the Company will cause such Paying Agent to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section 4.04:

(i) that it will hold all sums held by it as such agent for the payment of the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest on, the Notes for the benefit of the Holders of the Notes;

(ii) that it will give the Trustee prompt notice of any failure by the Company to make any payment of the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest on, the Notes when the same shall be due and payable; and

(iii) that at any time during the continuance of an Event of Default, upon request of the Trustee, it will forthwith pay to the Trustee all sums so held.

The Company shall, on or before each due date of the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, or accrued and unpaid interest on, the Notes, deposit with the Paying Agent a sum sufficient to pay such principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) or accrued and unpaid interest and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of any failure to take such action; *provided* that such deposit must be received by the Paying Agent by 10:00 a.m., New York City time, one Business Day prior to the relevant due date. The Paying Agent shall not be bound to make any payment until it has received, in immediately available and cleared funds, an amount which shall be sufficient to pay, as applicable, the aggregate amount of principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, or accrued and unpaid interest on, the Notes when such principal or interest shall become due and payable. The Paying Agent shall not be responsible or liable for any delay in making the payment if it does not receive funds before 10:00 a.m. one Business Day prior to the payment date. The Company shall use reasonable efforts to procure that, before 10:00 a.m., New York City time, on the second Business Day before each payment date, the bank effecting payment for it has confirmed by email or facsimile to the Paying Agent the payment instructions relating to such payment.

(b) If the Company shall act as its own Paying Agent, it will, on or before each due date of the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest on, the Notes, set aside, segregate and hold in trust for the benefit of the Holders of the Notes a sum sufficient to pay such principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) and accrued and unpaid interest so becoming due and will promptly notify the Trustee in writing of any failure to take such action and of any failure by the Company to make any payment of the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, or accrued and unpaid interest on, the Notes when the same shall become due and payable. Upon an Event of Default under Section 6.01(i) or Section 6.01(j) hereof, the Trustee shall automatically become the Paying Agent.

(c) Anything in this Section 4.04 to the contrary notwithstanding, the Company may, at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture, or for any other reason, pay, cause to be paid or deliver to the Trustee all sums or amounts held by the Company in trust or by any Paying Agent as required by this Section 4.04, such sums or amounts to be held by the Trustee upon the trusts herein contained and upon such payment or delivery by the Company or any Paying Agent to the Trustee, the Company or such Paying Agent shall be released from all further liability but only with respect to such sums or amounts.

(d) Any money and ADSs deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest on, any Note (or, in the case of ADSs, in satisfaction of the Conversion Obligation) and remaining unclaimed for two years after such principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) or interest has become due and payable or such Conversion Obligation has become due shall be paid or delivered, as the case may be, to the Company on request of the Company contained in an Officers' Certificate, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such money and ADSs, and all liability of the Company as trustee thereof, shall thereupon cease; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment or delivery, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in The Borough of Manhattan, The City of New York, notice that such money and ADSs remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money and ADSs then remaining will be repaid or delivered to the Company.

Section 4.05 *Existence*. Subject to Article 11, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence. The Company shall promptly provide the Trustee with written notice of any change to its name, jurisdiction of incorporation or change to its corporate organization.

Section 4.06 *Rule 144A Information Requirement and Annual Reports*. (a) At any time the Company is not subject to Section 13 or 15(d) of the Exchange Act, the Company shall, so long as any of the Notes, any ADSs deliverable upon conversion thereof or any Ordinary Shares underlying ADSs deliverable upon conversion thereof shall, at such time, constitute “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, promptly provide to the Trustee and shall, upon written request, provide to any Holder, beneficial owner or prospective purchaser of such Notes or the ADSs deliverable upon conversion of such Notes, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to facilitate the resale of such Notes or ADSs pursuant to Rule 144A. The Company shall take such further action as any Holder or beneficial owner of such Notes or such ADSs may reasonably request to the extent from time to time required to enable such Holder or beneficial owner to sell such Notes or ADSs in accordance with Rule 144A, as such rule may be amended from time to time.

(b) The Company shall provide to the Trustee within 15 days after the same are required to be filed with the Commission, copies of any documents or reports that the Company is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act (giving effect to any applicable grace period provided by Rule 12b-25 under the Exchange Act). Any such document or report that the Company files with the Commission via the Commission’s EDGAR system (or any successor thereto) shall be deemed to be provided to the Trustee for purposes of this Section 4.06(b) at the time such documents are filed via the EDGAR system (or any successor thereto). The Trustee shall have no obligation to determine if and when the Company’s statements or reports are publically available and/or accessible electronically.

(c) Delivery of the reports and documents described in subsection (b) above to the Trustee is for informational purposes only, and the Trustee’s receipt of such shall not constitute actual or constructive notice or knowledge of any information contained therein or determinable from information contained therein, including the Company’s compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely on an Officers’ Certificate).

(d) If, at any time during the six-month period beginning on, and including, the date that is six months after the last date of original issuance of the Notes, the Company fails to timely file any document or report that it is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (after (i) giving effect to all applicable grace periods thereunder and (ii) other than reports on Form 6-K to the extent such reports are not required to satisfy the “current public information” requirement of Rule 144), or the Notes are not otherwise freely tradable pursuant to Rule 144 by Holders other than the Company’s Affiliates or Holders that were the Company’s Affiliates at any time during the three months immediately preceding (as a result of restrictions pursuant to U.S. securities laws or the terms of this Indenture or the Notes), the Company shall pay or cause the Paying Agent (on behalf of the Company and subject to receipt of funds from the Company pursuant to the last paragraph in Section 4.04(a)) to pay Additional Interest on the Notes. Such Additional Interest shall accrue on the Notes at the rate of 0.50% per annum of the principal amount of the Notes outstanding for each day during such period for which the Company’s failure to file has occurred and is continuing or the period during which the Notes are not freely tradable, as described above, by Holders other than Affiliates of the Company (or Holders that were Affiliates of the Company during the three months immediately preceding). As used in this Section 4.06(d), documents or reports that the Company is required to “file” with the Commission pursuant to Section 13 or 15(d) of the Exchange Act does not include documents or reports that the Company furnishes to the Commission pursuant to Section 13 or 15(d) of the Exchange Act.

(e) If, and for so long as, (x) the restrictive legend on the Notes specified in Section 2.05(c) has not been removed, (y) the Notes are assigned a restricted CUSIP or (z) the Notes are not otherwise freely tradable pursuant to Rule 144 by Holders thereof without restrictions pursuant to U.S. securities laws or the terms of this Indenture or the Notes (in each case (x), (y) and (z), except for the Notes that are owned by the Company’s Affiliates or Holders that were the Company’s Affiliates at any time during the three months immediately preceding) as of the 370th day after the last date of original issuance of the Notes, the Company shall pay or cause the Paying Agent (on behalf of the Company and subject to receipt of funds from the Company pursuant to the last paragraph in Section 4.04(a)) to pay Additional Interest on the Notes at a rate equal to 0.50% per annum of the principal amount of Notes outstanding until (x) the restrictive legend on the Notes has been removed in accordance with Section 2.05(c), (y) the Notes have been assigned an unrestricted CUSIP and (z) the Notes are freely tradable by Holders thereof without restrictions pursuant to U.S. securities laws or the terms of this Indenture or the Notes (in each case (x), (y) and (z), except for the Notes that are owned by the Company’s Affiliates or Holders that were the Company’s Affiliates at any time during the three months immediately preceding).

(f) Additional Interest will be payable in arrears on each Interest Payment Date following accrual in the same manner as regular interest on the Notes.

(g) The Additional Interest that is payable in accordance with Section 4.06(d) or Section 4.06(e) shall be in addition to, and not in lieu of, any Additional Interest that may be payable as a result of the Company’s election pursuant to Section 6.03. In no event shall Additional Interest accrue on any day under the terms of this Indenture (taking any Additional Interest payable pursuant to Section 4.06(d) and Section 4.06(e) together with any Additional Interest payable pursuant to Section 6.03) at an annual rate in excess of 0.50%, in the aggregate, for any violation or Default caused by the Company’s failure to be current in respect of its Exchange Act reporting obligations.



(h) If Additional Interest is payable by the Company pursuant to Section 4.06(d) or Section 4.06(e), the Company shall deliver to the Trustee an Officers' Certificate to that effect stating (i) the amount of such Additional Interest that is payable and (ii) the date on which such Additional Interest is payable. Unless and until a Responsible Officer of the Trustee receives at the Corporate Trust Office such a certificate, the Trustee may assume without inquiry that no such Additional Interest is payable. If the Company has paid such Additional Interest directly to the Persons entitled to it, the Company shall deliver to the Trustee an Officers' Certificate setting forth the particulars of such payment.

Section 4.07 *Additional Amounts.* (a) All payments and deliveries made by, or on behalf of, the Company or any successor to the Company under or with respect to this Indenture and the Notes, including, but not limited to, payments of principal (including, if applicable, the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price), premium, if any, payments of interest and deliveries of ADSs or any other consideration due on conversion of a Note (together with payments of cash for any Fractional ADS or other consideration) shall be made without withholding, deduction or reduction for any other collection at source for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied (including any penalties and interest related thereto) ("**applicable taxes**") by or within any jurisdiction in which the Company or any successor to the Company is, for tax purposes, incorporated, organized or resident or doing business (each, as applicable, a "**Relevant Taxing Jurisdiction**") or through which payment is made or deemed made (together with each Relevant Taxing Jurisdiction, a "**Relevant Jurisdiction**," and in each case, any political subdivision or taxing authority thereof or therein) unless such withholding, deduction or reduction is required by law or by regulation or governmental policy having the force of law. In the event that any such withholding, deduction or reduction is so required, the Company or any successor to the Company shall pay or deliver to each Holder such additional amounts of cash, ADSs or other consideration, as applicable ("**Additional Amounts**") as may be necessary to ensure that the net amount received by the beneficial owner of the Notes after such withholding, deduction or reduction (and after deducting any taxes on the Additional Amounts) shall equal the amounts that would have been received by such beneficial owner had no such withholding, deduction or reduction been required; *provided* that no Additional Amounts shall be payable:

(i) for or on account of:

(A) any applicable taxes that would not have been imposed but for:

(1) the existence of any present or former connection between the relevant Holder or beneficial owner of such Note and the Relevant Jurisdiction, other than merely acquiring or holding such Note, receiving ADSs (together with the payment of cash for any Fractional ADS) or other consideration upon conversion of such Note or the receipt of payments or the exercise or enforcement of rights thereunder, including, without limitation, such Holder or beneficial owner being or having been a national, domiciliary or resident of such Relevant Jurisdiction or treated as a resident thereof or being or having been physically present or engaged in a trade or business therein or having had a permanent establishment therein;

(2) the presentation of such Note (in cases in which presentation is required) more than 30 days after the later of the date on which the payment of the principal of (including the Redemption Price, the Repurchase Price and Fundamental Change Repurchase Price, if applicable) and interest on, such Note or the delivery of ADSs (together with payment of cash for any Fractional ADS) upon conversion of such Note became due and payable pursuant to the terms thereof or was made or duly provided for;

(3) the failure of the Holder or beneficial owner to comply with a timely written request from the Company or any successor of the Company, addressed to the Holder, to the extent such Holder or beneficial owner is legally entitled, to provide certification, information, documents or other evidence concerning such Holder's or beneficial owner's nationality, residence, identity or connection with the Relevant Taxing Jurisdiction, or to make any declaration or satisfy any other reporting requirement relating to such matters, if and to the extent that due and timely compliance with such request is required by statute, regulation or administrative practice of the Relevant Jurisdiction in order to reduce or eliminate any withholding or deduction as to which Additional Amounts would have otherwise been payable to such Holder or beneficial owner; or

(4) the presentation of such Note (in cases in which presentation is required) for payment in the Relevant Jurisdiction, unless such Note could not have been presented for payment elsewhere;

(B) any estate, inheritance, gift, sale, transfer, personal property or similar applicable tax or any excise or similar taxes imposed with respect to a transfer;

(C) any applicable tax that is payable otherwise than by withholding, deduction or reduction for any other collection at source from payments or deliveries under or with respect to the Notes;

(D) any applicable tax required to be withheld or deducted under Sections 1471 to 1474 of the Code (or any amended or successor versions of such Sections) ("FATCA"), any regulations or other official guidance thereunder, any intergovernmental agreement or agreement pursuant to Section 1471(b)(1) of the Code entered into in connection with FATCA, or any law, regulation or other official guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement; or

(E) any combination of applicable taxes referred to in the preceding clauses (A), (B), (C) or (D); or

(ii) with respect to any payment of the principal of (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable), and interest on, such Note or the delivery of ADSs (together with payment of cash for any Fractional ADS) upon conversion of such Note, to a Holder, if the Holder is a fiduciary, partnership or person other than the sole beneficial owner of that payment to the extent that such payment would be required to be included in the income under the laws of the Relevant Jurisdiction, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a partner or member of that partnership or a beneficial owner who would not have been entitled to such Additional Amounts had that beneficiary, settlor, partner, member or beneficial owner been the Holder thereof.

(b) If the Company or its successor becomes obligated to pay Additional Amounts with respect to any payment or delivery under or with respect to the Notes, the Company or its successor shall deliver to the Trustee and the Paying Agent, if other than the Trustee, on a date that is at least 30 days prior to the date of that payment or delivery (unless the obligation to pay Additional Amounts arises after the 30th day prior to that payment date, in which case the Company or its successor shall notify the Trustee and the Paying Agent promptly thereafter) an Officers' Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The Officers' Certificate must also set forth any other information reasonably necessary to enable the Paying Agent or the Conversion Agent, as the case may be, (on behalf of the Company and subject to receipt of funds from the Company pursuant to the last paragraph in Section 4.04(a)) to pay Additional Amounts to Holders on the relevant payment date. The Trustee and the Paying Agent shall be entitled to rely solely on such Officers' Certificate as conclusive proof that such payments are necessary. The Company or its successor shall provide the Trustee and the Paying Agent with documentation reasonably satisfactory to the Trustee evidencing the payment of Additional Amounts.

(c) The Company or its successor shall make all withholdings and deductions required by law and shall remit the full amount deducted or withheld to the relevant tax authority in accordance with applicable law. Upon request, the Company or its successor shall provide to the Trustee an official receipt or, if official receipts are not obtainable, an Officers' Certificate evidencing the payment of any applicable taxes so deducted or withheld. Copies of those receipts or other documentation, as the case may be, shall be made available by the Trustee to the Holders of the Notes upon written request.

(d) Any reference in this Indenture or the Notes in any context to the delivery of ADSs (together with payment of cash for any Fractional ADS) or other consideration upon conversion of any Note or the payment of principal of (including the Redemption Price, the Repurchase Price and Fundamental Change Repurchase Price, if applicable) and any premium or interest (including any Additional Interest) on any Note or any other amount payable with respect to such Note, shall be deemed to include payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable with respect to that amount pursuant to this Section 4.07.

(e) Notwithstanding any other provisions, the Company or its successor, the Trustee and the Paying Agent shall be entitled to make any withholding or deduction pursuant to FATCA.

(f) If the Company or its successor is required to make any deduction or withholding from any payments or deliveries with respect to the Notes, it will deliver to the Trustee official tax receipts evidencing the remittance to the relevant tax authorities of the amounts so withheld or deducted.

(g) The foregoing obligations shall survive termination or discharge of this Indenture.

Section 4.08 *Stay, Extension and Usury Laws.* The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law that would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of this Indenture; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 4.09 *Compliance Certificate; Statements as to Defaults.* The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company (beginning with the fiscal year ending on December 31, 2020) an Officers' Certificate stating that a review has been conducted of the Company's activities under this Indenture and the Company has fulfilled its obligations hereunder, and whether the authorized Officers thereof have knowledge of any Default by the Company that occurred during the previous year that is then continuing and, if so, specifying each such Default and the nature thereof.

In addition, the Company shall deliver to the Trustee, as soon as possible, and in any event within 30 days after the Company becomes aware of the occurrence of any Default if such Default is then continuing, an Officers' Certificate setting forth the details of such Default, its status and the action that the Company is taking or proposing to take in respect thereof. The Trustee shall have no responsibility to take any steps to ascertain whether any Event of Default or Default has occurred, and until (i) a Responsible Officer of the Trustee has received an Officers' Certificate regarding such an occurrence, or (ii) the Trustee has received written notice at the Corporate Trust Office from the Holders of at least 25% in aggregate principal amount of the Notes then outstanding regarding such an occurrence, the Trustee is entitled to assume, without liability, that no Event of Default or Default has occurred.

Section 4.10 *Further Instruments and Acts.* The Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

ARTICLE 5  
LISTS OF HOLDERS AND REPORTS BY THE COMPANY AND THE TRUSTEE

Section 5.01 *Lists of Holders*. The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee, semi-annually, not more than 15 days after each June 1 and December 1 in each year beginning with December 1, 2020, and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of any such request (or such lesser time as the Trustee may reasonably request in order to enable it to timely provide any notice to be provided by it hereunder), a list in such form as the Trustee may reasonably require of the names and addresses of the Holders as of a date not more than 15 days (or such other date as the Trustee may reasonably request in order to so provide any such notices) prior to the time such information is furnished, except that no such list need be furnished so long as the Deutsche Bank Trust Company Americas is acting as Note Registrar.

Section 5.02 *Preservation and Disclosure of Lists*. The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the Holders contained in the most recent list furnished to it as provided in Section 5.01 or maintained by the Trustee in its capacity as Note Registrar, if so acting. The Trustee may destroy any list furnished to it as provided in Section 5.01 upon receipt of a new list so furnished.

ARTICLE 6  
DEFAULTS AND REMEDIES

Section 6.01 *Events of Default*. The following events shall be “**Events of Default**” with respect to the Notes:

- (a) default in any payment of interest or Additional Amounts, if any, on any Note when due and payable and the default continues for a period of 30 days;
- (b) default in the payment of principal of any Note when due and payable on the Maturity Date, upon redemption, upon any required repurchase, upon declaration of acceleration or otherwise;
- (c) failure by the Company to comply with its obligation to convert the Notes in accordance with this Indenture upon exercise of a Holder’s conversion right and such failure continues for a period of five Business Days;
- (d) failure by the Company to issue notices in connection with redemption in respect of a Change in Tax Law in accordance with Section 16.01 or Section 14.03(g), a Company Notice in accordance with Section 15.01(a), a Fundamental Change Company Notice in accordance with Section 15.02(c) or a notice of a Make-Whole Fundamental Change in accordance with Section 14.03(a), in each case, when due and such failure continues for a period of five Business Days;
- (e) failure by the Company to comply with its obligations under Article 11;
- (f) failure by the Company for 60 days after written notice from the Trustee or by the Trustee at the request of the Holders of at least 25% in aggregate principal amount of the Notes then outstanding has been received by the Company to comply with any of its other agreements contained in the Notes or this Indenture;
- (g) default by the Company or any Significant Subsidiary of the Company with respect to any mortgage, agreement or other instrument under which there may be outstanding, or by which there may be secured or evidenced, any indebtedness for money borrowed in excess of US\$50 million (or the foreign currency equivalent thereof) in the aggregate of the Company and/or any such Significant Subsidiary, whether such indebtedness now exists or shall hereafter be created (i) resulting in such indebtedness becoming or being declared due and payable or (ii) constituting a failure to pay the principal or interest of any such debt when due and payable at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise;

(h) a final judgment for the payment of US\$50 million (or the foreign currency equivalent thereof) or more (excluding any amounts covered by insurance) rendered against the Company or any Significant Subsidiary of the Company, which judgment is not paid, bonded or otherwise discharged or stayed within 60 days after (i) the date on which the right to appeal thereof has expired if no such appeal has commenced, or (ii) the date on which all rights to appeal have been extinguished;

(i) the Company or any Significant Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Company or any such Significant Subsidiary or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or any such Significant Subsidiary or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due; or

(j) an involuntary case or other proceeding shall be commenced against the Company or any Significant Subsidiary seeking liquidation, reorganization or other relief with respect to the Company or such Significant Subsidiary or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or such Significant Subsidiary or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 30 consecutive days.

Section 6.02 *Acceleration; Rescission and Annulment.* If one or more Events of Default shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), then, and in each and every such case (other than an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company or any of its Significant Subsidiaries), unless the principal of all of the Notes shall have already become due and payable, the Trustee may by notice in writing to the Company, or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding determined in accordance with Section 8.04, by notice in writing to the Company and to the Trustee may, and the Trustee at the written request of such Holders shall (subject to being indemnified and/or secured and/or pre-funded to its reasonable satisfaction), declare 100% of the principal of, and accrued and unpaid interest on, all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall automatically be immediately due and payable, notwithstanding anything contained in this Indenture or in the Notes to the contrary. If an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company or any of its Significant Subsidiaries occurs and is continuing, 100% of the principal of, and accrued and unpaid interest on, all Notes shall become and shall automatically be immediately due and payable without any action on the part of the Trustee. If an Event of Default occurs and is continuing, all agents of the Company appointed under this Indenture will be required to act on the direction of the Trustee.

The immediately preceding paragraph, however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Trustee a sum sufficient to pay installments of accrued and unpaid interest upon all Notes and the principal of any and all Notes that shall have become due otherwise than by acceleration (with interest on overdue installments of accrued and unpaid interest to the extent that payment of such interest is enforceable under applicable law, and on such principal at the rate per annum borne by the Notes plus one percent) and amounts due to the Trustee pursuant to Section 7.06, and if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) any and all existing Events of Default under this Indenture, other than the nonpayment of the principal of and accrued and unpaid interest on Notes that shall have become due solely by such acceleration, shall have been cured or waived pursuant to Section 6.09, then and in every such case (except as provided in the immediately succeeding sentence) the Holders of a majority in aggregate principal amount of the Notes then outstanding, by written notice to the Company and to the Trustee, may waive all Defaults or Events of Default with respect to the Notes and rescind and annul such declaration and its consequences and such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon. Notwithstanding anything to the contrary herein, no such waiver or rescission and annulment shall extend to or shall affect any Default or Event of Default resulting from (i) the nonpayment of the principal of, or accrued and unpaid interest on, any Notes, (ii) a failure to repurchase any Notes when required or (iii) a failure to pay or deliver, as the case may be, the consideration due upon conversion of the Notes.

Section 6.03 *Additional Interest*. Notwithstanding anything in this Indenture or in the Notes to the contrary, to the extent the Company elects, the sole remedy for Event of Default relating to the Company's failure to comply with its obligations as set forth in Section 4.06(b) shall after the occurrence of such an Event of Default consist exclusively of the right to receive Additional Interest on the Notes at a rate equal to:

(a) 0.25% per annum of the principal amount of the Notes outstanding for each day during the period beginning on, and including, the date on which such an Event of Default first occurs and ending on the earlier of (i) the date on which such Event of Default is cured or validly waived and (ii) the 90th day immediately following, and including, the date on which such Event of Default first occurred; and

(b) if such Event of Default has not been cured or validly waived prior to the 91st day immediately following, and including, the date on which such Event of Default first occurred, 0.50% per annum of the principal amount of the Notes outstanding for each day during the period beginning on, and including, the 91st day immediately following, and including, the date on which such an Event of Default first occurred and ending on the earlier of (i) the date on which such Event of Default is cured or validly waived and (ii) the 180th day immediately following, and including, the date on which such Event of Default first occurred.

Interest payable pursuant to this Section 6.03 shall be in addition to, not in lieu of, any Additional Interest payable pursuant to Section 4.06(d) or Section 4.06(e). In no event shall Additional Interest accrue on the Notes on any day under this Indenture (taking any Additional Interest payable pursuant to this Section 6.03 together with any Additional Interest payable pursuant to Section 4.06(d) and Section 4.06(e)) at an annual rate accruing in excess of 0.50%, in the aggregate, for any violation or Default caused by the Company's failure to be current in respect of its Exchange Act reporting obligations. If the Company so elects, such Additional Interest shall be payable in the same manner and on the same dates as regular interest on the Notes. On the 181st day after such Event of Default (if the Event of Default with respect to the Company's obligations under Section 4.06(b) is not cured or waived prior to such 181st day), the Notes will be subject to acceleration as provided in Section 6.02. In the event the Company does not elect to pay Additional Interest following an Event of Default in accordance with this Section 6.03 or the Company elected to make such payment but does not pay the Additional Interest when due, the Notes shall be subject to acceleration as provided in Section 6.02.

In order to elect to pay Additional Interest as the sole remedy during the first 180 days after the occurrence of any Event of Default described in the immediately preceding paragraph, the Company must notify in writing all Holders of the Notes, the Trustee and the Paying Agent of such election prior to the beginning of such 180-day period. Upon the failure to timely give such notice, the Notes shall be immediately subject to acceleration as provided in Section 6.02.

Section 6.04 *Payments of Notes on Default; Suit Therefor.* If an Event of Default described in clause (a) or (b) of Section 6.01 shall have occurred, the Company shall, upon demand of the Trustee acting in its own discretion or at the request of Holders of at least 25% in aggregate principal amount of the Notes then outstanding determined in accordance with Section 8.04 and subject to indemnity and/or security and/or pre-funding reasonably satisfactory to the Trustee, pay to the Trustee, for the benefit of the Holders of the Notes, the whole amount then due and payable on the Notes for principal and interest, if any, with interest on any overdue principal and interest, if any, at the rate per annum borne by the Notes at such time *plus* one percent, and, in addition thereto, such further amount as shall be sufficient to cover any amounts due to the Trustee under Section 7.06. If the Company shall fail to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon the Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon the Notes, wherever situated.



In the event there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor on the Notes under Title 11 of the United States Code, or any other applicable law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or such other obligor, the property of the Company or such other obligor, or in the event of any other judicial proceedings relative to the Company or such other obligor upon the Notes, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 6.04, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and accrued and unpaid interest, if any, in respect of the Notes, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents and to take such other actions as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the compensation, properly incurred expenses, properly incurred disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceedings relative to the Company or any other obligor on the Notes, its or their creditors, or its or their property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due to the Trustee under Section 7.06; and any receiver, assignee or trustee in bankruptcy or reorganization, liquidator, custodian or similar official is hereby authorized by each of the Holders to make such payments to the Trustee, as administrative expenses, and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for compensation, properly incurred expenses, advances and properly incurred disbursements, including agents and counsel fees and expenses, and including any other amounts due to the Trustee under Section 7.06, incurred by it up to the date of such distribution. To the extent that such payment of compensation, properly incurred expenses, advances and properly incurred disbursements out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, monies, securities and other property that the Holders of the Notes may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting such Holder or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Trustee without the possession of any of the Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name or as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the compensation, properly incurred expenses, properly incurred disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Notes.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the Holders of the Notes, and it shall not be necessary to make any Holders of the Notes parties to any such proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of any waiver pursuant to Section 6.09 or any rescission and annulment pursuant to Section 6.02 or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the Holders, and the Trustee shall, subject to any determination in such proceeding, be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Holders, and the Trustee shall continue as though no such proceeding had been instituted.

Section 6.05 *Application of Monies Collected by Trustee.* Any monies collected by the Trustee pursuant to this Article 6 with respect to the Notes shall be applied in the following order, at the date or dates fixed by the Trustee for the distribution of such monies, upon presentation of the several Notes, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

**First**, to the payment of all amounts due to the Trustee, including to its agents and counsel, under Section 7.06 and any payments due to the Paying Agent, the Transfer Agent, the Conversion Agent and the Note Registrar;

**Second**, in case the principal of the outstanding Notes shall not have become due and be unpaid, to the payment of interest on, the Notes in default in the order of the date due of the payments of such interest, with interest (to the extent that such interest has been collected by the Trustee) upon such overdue payments at the rate per annum borne by the Notes at such time (including, without duplication, any additional interest on such overdue payments pursuant to Section 6.04), such payments to be made ratably to the Persons entitled thereto;

**Third**, in case the principal of the outstanding Notes shall have become due, by declaration or otherwise, and be unpaid to the payment of the whole amount (including, if applicable, the payment of the Redemption Price, Repurchase Price or Fundamental Change Repurchase Price and any cash due upon conversion) then owing and unpaid upon the Notes for principal and interest, if any, with interest on the overdue principal and, to the extent that such interest has been collected by the Trustee, upon overdue installments of interest at the rate per annum borne by the Notes at such time *plus* one percent, and in case such monies shall be insufficient to pay in full the whole amounts so due and unpaid upon the Notes, then to the payment of such principal (including, if applicable, the Redemption Price, Repurchase Price or Fundamental Change Repurchase Price and the cash due upon conversion) and interest without preference or priority of principal over interest, or of interest over principal or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably to the aggregate of such principal (including, if applicable, the Redemption Price, Repurchase Price or Fundamental Change Repurchase Price) and accrued and unpaid interest; and

**Fourth**, to the payment of the remainder, if any, to the Company.

Section 6.06 *Proceedings by Holders*. Except to enforce the right to receive payment of principal (including, if applicable, the Redemption Price, the Repurchase Price or Fundamental Change Repurchase Price) or interest when due, or the right to receive payment or delivery of the consideration due upon conversion, no Holder of any Note shall have any right by virtue of or by availing of any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture, or for the appointment of a receiver, trustee, liquidator, custodian or other similar official, or for any other remedy hereunder, unless:

- (a) such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof, as herein provided;
- (b) Holders of at least 25% in aggregate principal amount of the Notes then outstanding shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder;
- (c) such Holders shall have offered to the Trustee such security and/or indemnity and/or pre-funding reasonably satisfactory to it against any loss, liability or expense to be incurred therein or thereby;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of security and/or indemnity and/or pre-funding, shall have not complied with such written request of the Holders to institute any such action, suit or proceeding; and
- (e) no direction that, in the opinion of the Trustee, is inconsistent with such written request shall have been given to the Trustee by the Holders of a majority of the aggregate principal amount of the Notes then outstanding within such 60-day period pursuant to Section 6.09,

it being understood and intended, and being expressly covenanted by the taker and Holder of every Note with every other taker and Holder and the Trustee that no one or more Holders shall have any right in any manner whatever by virtue of or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of any other Holder, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders (except as otherwise provided herein). For the protection and enforcement of this Section 6.06, each and every Holder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision of this Indenture and any provision of any Note, the right of any Holder to receive payment or delivery, as the case may be, of (x) the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, (y) accrued and unpaid interest on, and (z) the consideration due upon conversion of, such Note, on or after the respective due dates expressed or provided for in such Note or in this Indenture, or to institute suit for the enforcement of any such payment or delivery, as the case may be, on or after such respective dates against the Company shall not be impaired or affected without the consent of such Holder.

Section 6.07 *Proceedings by Trustee*. In case of an Event of Default, the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as are necessary to protect and enforce any of such rights, either by suit in equity or by action at law or by proceeding in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

Section 6.08 *Remedies Cumulative and Continuing*. Except as provided in the last paragraph of Section 2.06, all powers and remedies given by this Article 6 to the Trustee or to the Holders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the Holders of the Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any Holder of any of the Notes to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Default or Event of Default or any acquiescence therein; and, subject to the provisions of Section 6.06, every power and remedy given by this Article 6 or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders.

Section 6.09 *Direction of Proceedings and Waiver of Defaults by Majority of Holders*. The Holders of a majority of the aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 8.04 shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to Notes; *provided, however*, that (a) such direction shall not be in conflict with any rule of law or with this Indenture, and (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. The Trustee may refuse to follow any direction that would involve the Trustee in personal liability, or if it is not provided with security and/or indemnity and/or pre-funding to its reasonable satisfaction, or that the Trustee determines is unduly prejudicial to the rights of any other Holder. In addition, the Trustee will not be required to expend its own funds under any circumstances. The Holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 8.04 may on behalf of the Holders of all of the Notes waive any past Default or Event of Default hereunder and its consequences except (i) a default in the payment of accrued and unpaid interest on, or the principal (including, if applicable, the Redemption Price, Repurchase Price or Fundamental Change Repurchase Price) of, the Notes when due that has not been cured pursuant to the provisions of Section 6.02, (ii) a failure by the Company to pay or deliver, or cause to be delivered, as the case may be, the consideration due upon conversion of the Notes or (iii) a default in respect of a covenant or provision hereof which under Article 10 cannot be modified or amended without the consent of each Holder of an outstanding Note affected. Upon any such waiver the Company, the Trustee and the Holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. Whenever any Default or Event of Default hereunder shall have been waived as permitted by this Section 6.09, said Default or Event of Default shall for all purposes of the Notes and this Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 6.10 *Notice of Defaults and Events of Default.* If a Default or Event of Default occurs and is continuing and is notified in writing to the Trustee, the Trustee shall, within 90 days after the occurrence and continuance of such Default or Event of Default, mail to all Holders (at the Company's expense) as the names and addresses of such Holders appear upon the Note Register, notice of all Defaults so notified in writing, unless such Defaults shall have been cured or waived before the giving of such notice; *provided* that the Trustee shall not be deemed to have knowledge of any occurrence of a Default or Event of Default unless it has received written notice. Except in the case of a Default in the payment of the principal of (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable), or accrued and unpaid interest on, any of the Notes or a Default in the payment or delivery of the consideration due upon conversion, the Trustee shall be protected in withholding such notice if and so long as the Trustee's board of directors, a Responsible Officer, an executive committee or a committee of Responsible Officers of the Trustee (in its sole discretion) in good faith determines that the withholding of such notice is in the interests of the Holders.

Section 6.11 *Undertaking to Pay Costs.* All parties to this Indenture agree, and each Holder of any Note by its acceptance thereof shall be deemed to have agreed, that any court may, in its discretion, require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess costs, including attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; *provided* that the provisions of this Section 6.11 (to the extent permitted by law) shall not apply to any suit instituted by or against the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Notes at the time outstanding determined in accordance with Section 8.04, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or accrued and unpaid interest on any Note (including, but not limited to, the Redemption Price and the Repurchase Price and Fundamental Change Repurchase Price with respect to the Notes being repurchased as provided in this Indenture) on or after the due date expressed or provided for in such Note or to any suit for the enforcement of the right to convert any Note in accordance with the provisions of Article 14.

#### ARTICLE 7 CONCERNING THE TRUSTEE

Section 7.01 *Duties and Responsibilities of Trustee.* The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into the Indenture against the Trustee. In case an Event of Default, of which the Trustee has actual written notice, has occurred that has not been cured or waived the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs; *provided* that if an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity and/or security and/or pre-funding reasonably satisfactory to it against any loss, liability or expense that might be incurred by it in compliance with such request or direction.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(a) prior to the occurrence of an Event of Default and after the curing or waiving of all Events of Default that may have occurred:

(i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of gross negligence and willful misconduct on the part of the Trustee, as proven in a final decision of a court of competent jurisdiction, the Trustee may conclusively and without liability rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but, in the case of any such certificates or opinions that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts, statements, opinions or conclusions stated therein);

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be proved in a final decision in a court of competent jurisdiction that the Trustee was grossly negligent in ascertaining the pertinent facts;

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority of the aggregate principal amount of the Notes at the time outstanding determined as provided in Section 8.04 relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(d) whether or not therein provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Section;

(e) the Trustee shall not be liable in respect of any payment (as to the correctness of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any Paying Agent or any records maintained by any co-Note Registrar with respect to the Notes;

(f) if any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture, requires notice to be sent to the Trustee, the Trustee may conclusively and without liability rely on its failure to receive such notice as reason to act as if no such event occurred;

(g) [RESERVED]

(h) in the event that the Trustee is also acting as Note Registrar, Paying Agent, Conversion Agent or Transfer Agent hereunder, the rights, immunities, privileges, disclaimers from liability and protections (including the right to compensation and indemnity) afforded to the Trustee pursuant to this Article 7 shall also be afforded to such Note Registrar, Paying Agent, Conversion Agent or Transfer Agent;

(i) the Trustee shall have no duty to inquire, no duty to determine and no duty to monitor as to the performance of the Company's covenants in this Indenture or the financial performance of the Company; the Trustee shall be entitled to assume, until it has received written notice in accordance with this Indenture, that the Company is properly performing its duties hereunder;

(j) the Trustee shall be under no obligation to enforce any of the provisions of this Indenture unless it is instructed by Holders of at least 25% of the aggregate principal amount of outstanding Notes and is provided with security and/or indemnity and/or pre-funding reasonably satisfactory to it;

(k) the Trustee will be under no obligation to exercise any of its rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity and/or security and/or pre-funding reasonably satisfactory to it against any costs, expenses and liabilities that might be incurred by it in compliance with such requests or direction.

(l) before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel prepared and delivered at the cost of the Company conforming to Section 17.06 and the Trustee and the Agents may rely conclusively on such certificate or opinion and will not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel;

(m) in connection with the exercise by it of its trusts, powers, authorities or discretions (including, without limitation, any modification, waiver, authorization or determination), the Trustee shall have regard to the general interests of the Holders as a class but shall not have regard to any interests arising from circumstances particular to individual Holders (whatever their number) and in particular, but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers, authorities or discretions for individual Holders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any country, state or territory; and

(n) the Trustee is not obliged to do or omit to do anything which in its reasonable opinion, would or may be illegal or would constitute a breach of any fiduciary duty or duty of confidentiality, or any law, rule, regulation, or any decree, order or judgment of any court, or practice, request, direction, notice, announcement or similar action (whether or not having the force of law) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organization to which the Trustee is subject. The Trustee may without liability do anything which is, in its reasonable opinion, necessary to comply with any such law, directive or regulations.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

Section 7.02 *Reliance on Documents, Opinions, Etc.* Except as otherwise provided in Section 7.01:

(a) the Trustee may conclusively and without liability rely and shall be fully protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, Note, coupon or other paper or document (whether in its original or facsimile form) believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties;

(b) any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any Board Resolution may be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company;

(c) the Trustee may consult with counsel and require an Opinion of Counsel and any advice of such counsel or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;

(d) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney at the expense of the Company and shall incur no liability of any kind by reason of such inquiry or investigation;

(e) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, delegates, custodians, nominees or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, delegate, representative, custodian, nominee or attorney appointed by it with due care hereunder;

(f) the permissive rights of the Trustee enumerated herein shall not be construed as duties;



(g) under no circumstances and notwithstanding any contrary provision included herein, neither the Trustee, the Paying Agent, the Conversion Agent nor the Note Registrar shall be responsible or liable for special, indirect, punitive, or consequential damages or loss of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether any of them have been advised of the likelihood of such loss or damage and regardless of the form of action; this provision shall remain in full force and effect notwithstanding the discharge of the Notes, the termination of this Indenture or the resignation, replacement or removal of the Trustee, the Paying Agent, the Conversion Agent and the Note Registrar;

(h) the Trustee, the Paying Agent, the Conversion Agent and the Note Registrar may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction or, to the extent applicable, of New York; furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or New York or if, in its opinion based on such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or in New York or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power;

(i) [RESERVED];

(j) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder;

(k) the Trustee may request that the Company deliver Officers' Certificates setting forth the names of individuals and their titles and specimen signatures of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificates may be signed by any Person authorized to sign an Officers' Certificate, as the case may be, including any Person specified as so authorized in any such certificate previously delivered and not superseded;

(l) the Trustee shall not be responsible or liable for any action it takes or omits to take in good faith which it reasonably believes to be authorized or within its rights or powers;

(m) the Trustee shall not be responsible or liable for any action taken or omitted by it in good faith at the direction, in accordance with Section 6.09, of the Holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 8.04 as to the time, method and place of conducting any proceeding for any remedy available to the Trustee or the exercising of any power conferred by this Indenture; and

(n) the Trustee shall not be responsible for any inaccuracy in the information obtained from the Company or for any inaccuracy or omission in the records which may result from such information or any failure by the Trustee to perform its duties as set forth herein as a result of any inaccuracy or incompleteness of such information; and

(o) neither the Trustee nor any agent thereof shall have any responsibility or liability for any actions taken or not taken by the Depository.

Section 7.03 *No Responsibility for Recitals, Etc.* The recitals, statements, warranties and representations contained herein and in the Notes (except in the Trustee's certificate of authentication) shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the accuracy or correctness of the same or for any failure by the Company or any other party to disclose events that may have occurred and may affect the significance or accuracy of such information, or the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Company of any Notes or the proceeds of any Notes authenticated and delivered by the Trustee in conformity with the provisions of this Indenture. Notwithstanding the generality of the foregoing, each Holder shall be solely responsible for making its own independent appraisal of, and investigation into, the financial condition, creditworthiness, condition, affairs, status and nature of the Company, and the Trustee shall not at any time have any responsibility for the same and each Holder shall not rely on the Trustee in respect thereof.

Section 7.04 *Trustee, Paying Agents, Conversion Agents or Note Registrar May Own Notes.* The Trustee, any Paying Agent, any Conversion Agent or Note Registrar, in its individual or any other capacity, may engage in business and contractual relationships with the Company or its Affiliates and may become the owner or pledgee of Notes with the same rights it would have if it were not the Trustee, Paying Agent, Conversion Agent or Note Registrar, and nothing herein shall obligate any of them to account for any profits earned from any business or transactional relationship.

Section 7.05 *Monies to Be Held in Trust.* All monies received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust or by the Paying Agent hereunder need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any money received by it hereunder.

Section 7.06 *Compensation and Expenses of Trustee.* (a) The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, compensation for all services rendered by it hereunder in any capacity (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) as mutually agreed to in writing between the Trustee and the Company (which sum shall be paid free and clear of deduction and withholding on account of taxation, set-off and counterclaim), and the Company will pay or reimburse the Trustee upon its request for all properly incurred expenses, disbursements and advances properly incurred or made by the Trustee in accordance with any of the provisions of this Indenture in any capacity thereunder (including the compensation and the properly incurred expenses and disbursements of its agents and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advance as shall have been caused by its gross negligence or willful misconduct as proven in a final decision in a court of competent jurisdiction. The Company also covenants to indemnify the Trustee (which for the purposes of this Section 7.06 shall be deemed to include its officers, directors, agents and employees) in any capacity under this Indenture (including without limitation as Note Registrar, Transfer Agent, Conversion Agent and Paying Agent) and any other document or transaction entered into in connection herewith, and to hold it harmless against, any loss, claim, damage, liability or expense (whether arising from third party claims or claims by or against the Company) incurred without gross negligence or willful misconduct on the part of the Trustee, its officers, directors, agents or employees, as the case may be, as proven in a final decision of a court of competent jurisdiction, and arising out of or in connection with the acceptance or administration of this Indenture or in any other capacity hereunder, including the costs and expenses of defending themselves against any claim of liability in the process of enforcing this indemnity. The obligations of the Company under this Section 7.06 to compensate or indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall be secured by a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by the Trustee, except, subject to the effect of Section 6.05, funds held in trust herewith for the benefit of the Holders of particular Notes. The Trustee's right to receive payment of any amounts due under this Section 7.06 shall not be subordinate to any other liability or indebtedness of the Company. The indemnity under this Section 7.06(a) is payable upon demand by the Trustee. The obligation of the Company under this Section 7.06(a) shall survive the satisfaction and discharge of the Notes, the termination or discharge of this Indenture and the resignation, replacement or removal of the Trustee. The indemnification provided in this Section 7.06(a) shall extend to the officers, directors, agents and employees of the Trustee. Subject to Section 7.02(e), any negligence or misconduct of any agent, delegate, attorney or representative, in each case, of the Trustee, shall not affect indemnification of the Trustee.

Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee and its agents incur expenses or render services after an Event of Default specified in Section 6.01(i) or Section 6.01(j) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any bankruptcy, insolvency or similar laws. If a Default or Event of Default shall have occurred or if the Trustee finds it expedient or necessary or is requested by the Company and/or the Holders to undertake duties which are of an exceptional nature or otherwise outside the scope of the Trustee's normal duties under this Indenture, the Company will pay such additional remuneration as the Company and the Trustee may separately agree in writing.

(b) The Paying Agent, the Conversion Agent and the Note Registrar shall be entitled to the compensation to be agreed upon in writing with the Company for all services rendered by it under this Indenture, and the Company agrees promptly to pay such compensation and to reimburse the Paying Agent, the Conversion Agent and the Note Registrar for its out-of-pocket expenses (including fees and expenses of counsel) properly incurred by it in connection with the services rendered by it under this Indenture. The Company hereby agrees to indemnify the Paying Agent, the Conversion Agent and the Note Registrar and their respective officers, directors, agents and employees and any successors thereto for, and to hold it harmless against, any loss, liability or expense (including fees and expenses of counsel) properly incurred without gross negligence or willful misconduct on its part arising out of or in connection with its acting as the Paying Agent, the Conversion Agent and the Note Registrar hereunder. The obligations of the Company under this paragraph (b) shall survive the payment of the Notes, the termination or discharge of the Indenture and the resignation, replacement or removal of the Paying Agent, the Conversion Agent and the Note Registrar.

Section 7.07 *Officers' Certificate as Evidence*. Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such Officers' Certificate shall be full warrant to the Trustee for any action taken or omitted by it under the provisions of this Indenture upon the faith thereof.

Section 7.08 *Eligibility of Trustee*. There shall at all times be a Trustee hereunder which shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such and has a combined capital and surplus of at least US\$50,000,000. If such Person publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 7.09 *Resignation or Removal of Trustee*. (a) The Trustee may at any time resign by giving 30 days written notice of such resignation to the Company and by mailing notice thereof to the Holders at their addresses as they shall appear on the Note Register. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the mailing of such notice of resignation to the Holders, the resigning Trustee may at the expense of the Company petition any court of competent jurisdiction for the appointment of a successor trustee, or any Holder who has been a bona fide holder of a Note or Notes for at least six months may, subject to the provisions of Section 6.11, on behalf of himself or herself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(i) the Trustee shall cease to be eligible in accordance with the provisions of Section 7.08 and shall fail to resign after written request therefor by the Company or by any such Holder, or

(ii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in either case, the Company may by a Board Resolution remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 6.11, any Holder who has been a bona fide holder of a Note or Notes for at least six months may, on behalf of himself or herself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The Holders of a majority in aggregate principal amount of the Notes at the time outstanding, as determined in accordance with Section 8.04, may at any time remove the Trustee and nominate a successor trustee that shall be deemed appointed as successor trustee unless within ten days after notice to the Company of such nomination the Company objects thereto, in which case the Trustee so removed or any Holder, upon the terms and conditions and otherwise as in Section 7.09(a) provided, may petition any court of competent jurisdiction for an appointment of a successor trustee.

(d) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section 7.09 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 7.10.

Section 7.10 *Acceptance by Successor Trustee.* Any successor trustee appointed as provided in Section 7.09 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, the trustee ceasing to act shall, upon payment of any amounts then due to it pursuant to the provisions of Section 7.06, execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by such trustee as such, except for funds held in trust for the benefit of Holders of particular Notes, to secure any amounts then due to it pursuant to the provisions of Section 7.06.

No successor trustee shall accept appointment as provided in this Section 7.10 unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Section 7.08.

Upon acceptance of appointment by a successor trustee as provided in this Section 7.10, each of the Company and the successor trustee, at the written direction and at the expense of the Company shall mail or cause to be mailed notice of the succession of such trustee hereunder to the Holders at their addresses as they shall appear on the Note Register. If the Company fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

Section 7.11 *Succession by Merger, Etc.* Any corporation or other entity into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee (including the administration of this Indenture), shall be the successor to the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto; *provided* that in the case of any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee such corporation or other entity shall be eligible under the provisions of Section 7.08.

In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor trustee hereunder or in the name of the successor trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have; *provided, however*, that the right to adopt the certificate of authentication of any predecessor trustee or to authenticate Notes in the name of any predecessor trustee shall apply only to its successor or successors by merger, conversion or consolidation.

Section 7.12 *Trustee's Application for Instructions from the Company.* Any application by the Trustee for written instructions from the Company (other than with regard to any action proposed to be taken or omitted to be taken by the Trustee that affects the rights of the Holders of the Notes under this Indenture) may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three Business Days after the date any officer that the Company has indicated to the Trustee should receive such application actually receives such application, unless any such officer shall have consented in writing to any earlier date), unless, prior to taking any such action (or the effective date in the case of any omission), the Trustee shall have received written instructions in accordance with this Indenture in response to such application specifying the action to be taken or omitted.

## ARTICLE 8 CONCERNING THE HOLDERS

Section 8.01 *Action by Holders.* Whenever in this Indenture it is provided that the Holders of a specified percentage of the aggregate principal amount of the Notes may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action, the Holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by Holders in person or by agent or proxy appointed in writing, or (b) by the record of the Holders voting in favor thereof at any meeting of Holders duly called and held in accordance with the provisions of Article 9, or (c) by a combination of such instrument or instruments and any such record of such a meeting of Holders. Whenever the Company or the Trustee solicits the taking of any action by the Holders of the Notes, the Company or the Trustee may fix, but shall not be required to, in advance of such solicitation, a date as the record date for determining Holders entitled to take such action. The record date if one is selected shall be not more than fifteen days prior to the date of commencement of solicitation of such action.

Section 8.02 *Proof of Execution by Holders.* Subject to the provisions of Section 7.01, Section 7.02 and Section 9.05, proof of the execution of any instrument by a Holder or its agent or proxy shall be sufficient if made in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee. The holding of Notes shall be proved by the Note Register or by a certificate of the Note Registrar. The record of any Holders' meeting shall be proved in the manner provided in Section 9.06.

Section 8.03 *Who Are Deemed Absolute Owners.* The Company, the Trustee, any Paying Agent, any Conversion Agent and any Note Registrar may deem the Person in whose name a Note shall be registered upon the Note Register to be, and may treat it as, the absolute owner of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by any Person other than the Company or any Note Registrar) for the purpose of receiving payment of or on account of the principal of and (subject to Section 2.03) accrued and unpaid interest on such Note, for the purpose of conversion of such Note and for all other purposes; and neither the Company nor the Trustee nor any Paying Agent nor any Conversion Agent nor any Note Registrar shall be affected by any notice to the contrary. All such payments or deliveries so made to any Holder for the time being, or upon its order, shall be valid, and, to the extent of the sums or ADSs so paid or delivered, effectual to satisfy and discharge the liability for monies payable or ADSs deliverable upon any such Note. Notwithstanding anything to the contrary in this Indenture or the Notes following an Event of Default, any Holder of a beneficial interest in a Global Note may directly enforce against the Company, without the consent, solicitation, proxy, authorization or any other action of the Depository or any other Person, such Holder's right to exchange such beneficial interest for a Note in certificated form in accordance with the provisions of this Indenture.

Section 8.04 *Company-Owned Notes Disregarded.* In determining whether the Holders of the requisite aggregate principal amount of Notes have concurred in any direction, consent, waiver or other action under this Indenture, Notes that are owned by the Company, by any Subsidiary or Consolidated Affiliated Entity thereof or by any Affiliate of the Company or any Subsidiary or Consolidated Affiliated Entity thereof shall be disregarded and deemed not to be outstanding for the purpose of any such determination; *provided* that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, consent, waiver or other action only Notes in respect of which a Responsible Officer is notified in writing shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as outstanding for the purposes of this Section 8.04 if the pledgee shall establish its right to so act with respect to such Notes and that the pledgee is not the Company, a Subsidiary or Consolidated Affiliated Entity thereof or an Affiliate of the Company or a Subsidiary or Consolidated Affiliated Entity thereof. Within five days of acquisition of the Notes by any of the above described persons or entities or at the request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Notes, if any, known by the Company to be owned or held by or for the account of any of the above described Persons; and, subject to Section 7.01, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Notes not listed therein are outstanding for the purpose of any such determination.

Section 8.05 *Revocation of Consents; Future Holders Bound.* At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01, of the taking of any action by the Holders of the percentage of the aggregate principal amount of the Notes specified in this Indenture in connection with such action, any Holder of a Note that is shown by the evidence to be included in the Notes the Holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 8.02, revoke such action so far as concerns such Note. Except as aforesaid, any such action taken by the Holder of any Note shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Note and of any Notes issued in exchange or substitution therefor or upon registration of transfer thereof, irrespective of whether any notation in regard thereto is made upon such Note or any Note issued in exchange or substitution therefor or upon registration of transfer thereof.

#### ARTICLE 9 HOLDERS' MEETINGS

Section 9.01 *Purpose of Meetings.* A meeting of Holders may be called at any time and from time to time pursuant to the provisions of this Article 9 for any of the following purposes:

- (a) to give any notice to the Company or to the Trustee or to give any directions to the Trustee permitted under this Indenture, or to consent to the waiving of any Default or Event of Default hereunder and its consequences, or to take any other action authorized to be taken by Holders pursuant to any of the provisions of Article 6;
- (b) to remove the Trustee and nominate a successor trustee pursuant to the provisions of Article 7;
- (c) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 10.02; or
- (d) to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of the Notes under any other provision of this Indenture or under applicable law.

Section 9.02 *Call of Meetings by Trustee.* The Trustee may (in its sole discretion and without obligation) at any time call a meeting of Holders to take any action specified in Section 9.01, to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of the Holders, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting and the establishment of any record date pursuant to Section 8.01, shall be mailed to Holders of such Notes at their addresses as they shall appear on the Note Register. Such notice shall also be mailed to the Company. Such notices shall be mailed not less than 20 nor more than 90 days prior to the date fixed for the meeting.



Any meeting of Holders shall be valid without notice if the Holders of all Notes then outstanding are present in person or by proxy or if notice is waived before or after the meeting by the Holders of all Notes then outstanding, and if the Company and the Trustee are either present by duly authorized representatives or have, before or after the meeting, waived notice.

Section 9.03 *Call of Meetings by Company or Holders.* In case at any time the Company, pursuant to a Board Resolution, or the Holders of at least 10% of the aggregate principal amount of the Notes then outstanding, shall have requested the Company to call a meeting of Holders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Company shall not have mailed the notice of such meeting within 20 days after receipt of such request, then the Trustee or such Holders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 9.01, by mailing notice thereof as provided in Section 9.02.

Section 9.04 *Qualifications for Voting.* To be entitled to vote at any meeting of Holders a Person shall (a) be a Holder of one or more Notes on the record date pertaining to such meeting or (b) be a Person appointed by an instrument in writing as proxy by a Holder of one or more Notes on the record date pertaining to such meeting. The only Persons who shall be entitled to be present or to speak at any meeting of Holders shall be the Persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

Section 9.05 *Regulations.* Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders, in regard to proof of the holding of Notes and of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders as provided in Section 9.03, in which case the Company or the Holders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Holders of a majority in principal amount of the Notes represented at the meeting and entitled to vote at the meeting.

Subject to the provisions of Section 8.04, at any meeting of Holders each Holder or proxyholder shall be entitled to one vote for each US\$1,000 principal amount of Notes held or represented by him or her; *provided, however*, that no vote shall be cast or counted at any meeting in respect of any Note challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Notes held by it or instruments in writing as aforesaid duly designating it as the proxy to vote on behalf of other Holders. Any meeting of Holders duly called pursuant to the provisions of Section 9.02 or Section 9.03 may be adjourned from time to time by the Holders of a majority of the aggregate principal amount of Notes represented at the meeting, whether or not constituting a quorum, and the meeting may be held as so adjourned without further notice.

Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairman of that meeting or of the next succeeding meeting of Holders of the Notes, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

Section 9.06 *Voting*. The vote upon any resolution submitted to any meeting of Holders shall be by written ballot on which shall be subscribed the signatures of the Holders or of their representatives by proxy and the outstanding principal amount of the Notes held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more Persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 9.02. The record shall show the principal amount of the Notes voting in favor of or against any resolution. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 9.07 *No Delay of Rights by Meeting*. Nothing contained in this Article 9 shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Holders or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the Holders under any of the provisions of this Indenture or of the Notes.

#### ARTICLE 10 SUPPLEMENTAL INDENTURES

Section 10.01 *Supplemental Indentures Without Consent of Holders*. The Company, when authorized by the resolutions of the Board of Directors, and the Trustee, at the Company's expense and direction, may from time to time and at any time amend or supplement this Indenture or the Notes for one or more of the following purposes:

- (a) to cure any ambiguity, omission, defect or inconsistency;
- (b) to provide for the assumption by a Successor Company of the obligations of the Company under this Indenture and the Notes pursuant to Article 11;
- (c) to add guarantees or any credit enhancements of similar nature with respect to the Notes;

- (d) to secure the Notes;
- (e) to add to the covenants or Events of Defaults of the Company for the benefit of the Holders or surrender any right or power conferred upon the Company;
- (f) upon the occurrence of any transaction or event described in Section 14.07(a), to (i) provide that the Notes are convertible into Reference Property, subject to Section 14.02, and (ii) effect the related changes to the terms of the Notes described under Section 14.07(a), in each case, in accordance with Section 14.07;
- (g) to make any change that does not adversely affect the rights of any Holder;
- (h) to comply with the rules of the Depository, including The Depository Trust Company (“DTC”);
- (i) to evidence and provide for the acceptance of the appointment of a successor trustee in accordance with this Indenture; or
- (j) to conform the provisions of this Indenture or the Notes to the “Description of the Notes” section of the Offering Memorandum.

Upon the written request of the Company, the Trustee is hereby authorized to join with the Company in the execution of any such amendment or supplement to this Indenture or the Notes, to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to, but may in its discretion, enter into any supplemental indenture that affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise. The Trustee shall seek an Officers’ Certificate and an Opinion of Counsel, at the Company’s expense, that any such amendment or supplement to this Indenture or the Notes is authorized and permitted by the terms of this Indenture and not contrary to law.

Any amendment or supplement to this Indenture or the Notes authorized by the provisions of this Section 10.01 may be executed by the Company and the Trustee without the consent of the Holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 10.02.

Section 10.02 *Supplemental Indentures with Consent of Holders.* With the consent (evidenced as provided in Article 8) of the Holders of at least a majority of the aggregate principal amount of the Notes then outstanding (determined in accordance with Article 8 and including, without limitation, consents obtained in connection with a repurchase of, or tender or exchange offer for, Notes), the Company, when authorized by the resolutions of the Board of Directors, and the Trustee, at the Company’s expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or any supplemental indenture or the Notes or modifying in any manner the rights of the Holders; *provided, however,* that, without the consent of each Holder of an outstanding Note affected, no such supplemental indenture shall:

- (a) reduce the amount of Notes whose Holders must consent to an amendment or waiver;

- (b) reduce the rate of or extend the stated time for payment of interest on any Notes;
- (c) reduce the principal of or extend the Maturity Date of any Notes;
- (d) make any change that adversely affects the conversion rights of any Notes;
- (e) reduce the Repurchase Price payable on the relevant Repurchase Date, the Fundamental Change Repurchase Price or the Redemption Price of any Note or amend or modify in any manner adverse to the Holders the Company's obligation to make such payments, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;
- (f) make any Note payable in a currency other than U.S. dollars;
- (g) change the ranking of the Notes;
- (h) impair the right of any Holder to receive payment of principal and interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Note;
- (i) change the Company's obligation to pay Additional Amounts on any Note; or
- (j) make any change in this Article 10 that requires each Holder's consent or in the waiver provisions in Section 6.02 or Section 6.09.

Upon the written request of the Company, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid and subject to Section 10.05, the Trustee shall join with the Company in the execution of such supplemental indenture unless (i) the Trustee has not received an Officers' Certificate and an Opinion of Counsel that such supplemental indenture is authorized and permitted by the terms of this Indenture and not contrary to law or (ii) such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

Holders do not need under this Section 10.02 to approve the particular form of any proposed supplemental indenture. It shall be sufficient if such Holders approve the substance thereof. After any supplemental indenture becomes effective under Section 10.01 or Section 10.02, the Company shall mail to the Holders a notice briefly describing such supplemental indenture. However, the failure to give such notice to all the Holders, or any defect in the notice, will not impair or affect the validity of the supplemental indenture.

Section 10.03 *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture pursuant to the provisions of this Article 10, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company and the Holders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.04 *Notation on Notes*. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article 10 may, at the Company's expense, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company or the Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may, at the Company's expense, be prepared and executed by the Company, authenticated by the Trustee upon receipt of a Company Order and delivered in exchange for the Notes then outstanding, upon surrender of such Notes then outstanding.

Section 10.05 *Evidence of Compliance of Supplemental Indenture to Be Furnished Trustee*. In addition to the documents required by Section 17.06, the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant hereto complies with the requirements of this Article 10 and is permitted or authorized by this Indenture and is not contrary to law.

#### ARTICLE 11 CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 11.01 *Company May Consolidate, Etc. on Certain Terms*. Subject to the provisions of Section 11.02, the Company shall not consolidate with, merge with or into, or sell, convey, transfer or lease all or substantially all of the consolidated assets of the Company, its Subsidiaries and its Consolidated Affiliated Entities, taken as a whole, to another Person, unless:

(a) the resulting, surviving or transferee Person (the "**Successor Company**"), if not the Company, shall be a corporation organized and existing under the laws of the United States, any State thereof, the District of Columbia, the Cayman Islands, the British Virgin Islands, Bermuda or Hong Kong and the Successor Company (if not the Company) shall expressly assume, by supplemental indenture all of the obligations of the Company under the Notes and this Indenture (including, for the avoidance of doubt, the obligation to pay Additional Amounts pursuant to Section 4.07);

(b) if the Company will not be the resulting or surviving corporation, the Company shall have, at or prior to the effective date of such transaction, delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that the execution and delivery of the supplemental indenture do not conflict with the requirements set forth in the Indenture and that all conditions precedent to the execution and delivery of such supplemental indenture have been satisfied; and

(c) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under this Indenture.

For purposes of this Section 11.01, the sale, conveyance, transfer or lease of all or substantially all of the assets of one or more Subsidiaries or Consolidated Affiliated Entities of the Company to another Person, which properties and assets, if held by the Company instead of such Subsidiaries or Consolidated Affiliated Entities, would constitute all or substantially all of the assets of the Company on a consolidated basis, shall be deemed to be the sale, conveyance, transfer or lease of all or substantially all of the consolidated assets of the Company to another Person.

Section 11.02 *Successor Corporation to Be Substituted.* In case of any such consolidation, merger, sale, conveyance, transfer or lease and upon the assumption by the Successor Company, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and accrued and unpaid interest on all of the Notes (including, for the avoidance of doubt, any Additional Amounts), the due and punctual delivery or payment, as the case may be, of any consideration due upon conversion of the Notes (including, for the avoidance of doubt, any Additional Amounts) and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Company, such Successor Company (if not the Company) shall succeed to and, except in the case of a lease of all or substantially all of the Company's properties and assets, shall be substituted for the Company, with the same effect as if it had been named herein as the party of the first part. Such Successor Company thereupon may cause to be signed, and may issue either in its own name or in the name of the Company any or all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that previously shall have been signed and delivered by the Officers of the Company to the Trustee for authentication, and any Notes that such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, sale, conveyance or transfer (but not in the case of a lease), upon compliance with this Article 11 the Person named as the "Company" in the first paragraph of this Indenture (or any successor that shall thereafter have become such in the manner prescribed in this Article 11) may be dissolved, wound up and liquidated at any time thereafter and, except in the case of a lease, such Person shall be released from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture and the Notes.

In case of any such consolidation, merger, sale, conveyance, transfer or lease, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

Section 11.03 *Opinion of Counsel to Be Given to Trustee.* No consolidation, merger, sale, conveyance, transfer or lease shall be effective unless the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, conveyance, transfer or lease and any such assumption and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, complies with the provisions of this Article 11, that all conditions precedent thereto have been satisfied and that the Notes and such supplemental indenture are the legal, valid and binding obligations of the Successor Company, enforceable against it in accordance with its terms, subject to customary assumptions, qualifications, and exceptions.

ARTICLE 12  
IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

Section 12.01 *Indenture and Notes Solely Corporate Obligations.* No recourse for the payment of the principal of or accrued and unpaid interest on any Note, nor for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in this Indenture or in any supplemental indenture or in any Note, nor because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, Officer or director or Subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of the Notes.

ARTICLE 13  
INTENTIONALLY OMITTED

ARTICLE 14  
CONVERSION OF NOTES

Section 14.01 *Conversion Privilege.* Subject to and upon compliance with the provisions of this Article 14, each Holder of a Note shall have the right, at such Holder's option, to convert all or any portion (if the portion to be converted is US\$1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the second Business Day immediately preceding the Maturity Date into ADSs at an initial conversion rate of 24.5516 ADSs (subject to adjustment as provided in this Article 14, the "**Conversion Rate**") per US\$1,000 principal amount of Notes (subject to the settlement provisions of Section 14.02, the "**Conversion Obligation**").

Section 14.02 *Conversion Procedure; Settlement Upon Conversion.*

(a) Upon conversion of any Note, the Company shall cause to be delivered to the converting Holder, in respect of each US\$1,000 principal amount of Notes being converted, a number of ADSs equal to the Conversion Rate in effect immediately prior to the close of business on the relevant Conversion Date, together with a cash payment, if applicable, in lieu of any fractional ADSs ("**Fractional ADSs**") (assuming delivery of the maximum number of ADSs due upon conversion that do not represent a fractional ADS) in accordance with subsection (j) of this Section 14.02, on the third Business Day immediately following the relevant Conversion Date; *provided* that, if a Conversion Date occurs (i) following the Regular Record Date immediately preceding the Maturity Date, subject to clause (ii) below, the Company shall cause such delivery (and payment, if applicable) to be made on the Maturity Date or (ii) after the Ordinary Shares have been replaced by the Reference Property consisting solely of cash in accordance with Section 14.07, the Company shall cause the consideration due in respect of the conversion to be paid to the converting Holder on the tenth Business Day immediately following the related Conversion Date. For the avoidance of doubt, neither the Trustee nor any Agent shall have any responsibility to deliver ADSs upon conversion of any Note to any person or deal with cash payments in relation to conversions, except for cash payments in lieu of any fractional ADS.

(b) Subject to Section 14.02(e), before any Holder of a Note shall be entitled to convert a Note as set forth above, such Holder shall (i) in the case of a Global Note, comply with the procedures of the Depository in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 14.02(h), and complete, manually sign and deliver a duly completed irrevocable notice to the Conversion Agent as set forth in the Form of Notice of Conversion (or a facsimile thereof) (a “**Notice of Conversion**”) and/or all transfer or similar taxes set forth herein and (ii) in the case of a Physical Note (1) complete, manually sign and deliver a duly completed irrevocable Notice of Conversion to the Conversion Agent, the Company and the ADS Depository at the specified office of the Conversion Agent and state in writing therein the principal amount of Notes to be converted and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any ADSs to be delivered upon settlement of the Conversion Obligation to be registered, (2) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the specified office of the Trustee, (3) if required, furnish appropriate endorsements and transfer documents, (4) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 14.02(h) and (5) if required, pay any transfer or similar taxes as set forth herein. The Trustee (and if different, the Conversion Agent) shall notify the Company of any conversion pursuant to this Article 14 on the Conversion Date for such conversion. No Notice of Conversion with respect to any Notes may be delivered and no Notes may be surrendered by a Holder for conversion thereof if such Holder has also delivered a Repurchase Notice or Fundamental Change Repurchase Notice to the Company in respect of such Notes and not validly withdrawn such Repurchase Notice or Fundamental Change Repurchase Notice in accordance with Section 15.03. A Notice of Conversion shall be deposited at the office of any Conversion Agent on any Business Day from 9:00 a.m. to 3:00 p.m. at the location of the Conversion Agent to which such Notice of Conversion is delivered. Any Notice of Conversion and any Physical Note (if issued) deposited outside the hours specified or on a day that is not a Business Day at the location of the Conversion Agent shall for all purposes be deemed to have been deposited with that Conversion Agent between 9:00 a.m. and 3:00 p.m. on the next Business Day.

If more than one Note shall be surrendered for conversion at one time by the same Holder, the Conversion Obligation with respect to such Notes shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered. None of the Agents of the Trustee shall have any responsibility whatsoever with respect to the issuance and delivery of the ADSs to the converting Holder.

(c) A Note shall be deemed to have been converted immediately prior to the close of business on the date (the “**Conversion Date**”) that the Holder has complied with the requirements set forth in subsection (b) above. The Company shall issue or cause to be issued, and deliver or cause to be delivered to such Holder, or such Holder’s nominee or nominees, certificates or a book-entry transfer through the Depository for the full number of ADSs to which such Holder shall be entitled in satisfaction of the Company’s Conversion Obligation.



(d) In case any Note shall be surrendered for partial conversion, the Company shall execute and instruct the Trustee who shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note, without payment of any service charge by the converting Holder but, if required by the Company or Trustee, with payment of a sum sufficient to cover any transfer tax or similar governmental charge required by law or that may be imposed in connection therewith as a result of the name of the Holder of the new Notes issued upon such conversion being different from the name of the Holder of the old Notes surrendered for such conversion.

(e) If a Holder submits a Note for conversion, the Company shall pay any documentary, stamp, issue, transfer or similar tax due on the delivery of the ADSs upon conversion of the Notes (or the issuance of the underlying Ordinary Shares), unless the tax is due because the Holder requests such ADSs (or such Ordinary Shares) to be issued in a name other than the Holder's name, in which case the Holder shall pay that tax. The Conversion Agent may refuse to deliver the certificates representing the ADSs (or the Ordinary Shares) being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax that is due by such Holder in accordance with the immediately preceding sentence. The Company shall pay the ADS Depository's fees for issuance of the ADSs.

(f) Except as provided in Section 14.04, no adjustment shall be made for dividends on any ADSs delivered upon the conversion of any Note as provided in this Article 14.

(g) Upon the conversion of an interest in a Global Note, the Trustee shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any conversion of Notes effected through any Conversion Agent other than the Trustee.

(h) Upon conversion, a Holder shall not receive any separate cash payment for accrued and unpaid interest, if any, except as set forth below. The Company's settlement of the Conversion Obligation shall be deemed to satisfy in full its obligation to pay the principal amount of the Note and accrued and unpaid interest, if any, to, but not including, the relevant Conversion Date. As a result, accrued and unpaid interest, if any, to, but not including, the relevant Conversion Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the foregoing, if Notes are converted after the close of business on a Regular Record Date but prior to the open of business on the corresponding Interest Payment Date, Holders of such Notes as of the close of business on such Regular Record Date will receive the full amount of interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the conversion. Notes surrendered for conversion during the period from the close of business on any Regular Record Date to the open of business on the immediately following Interest Payment Date must be accompanied by funds equal to the amount of interest payable on the Notes so converted; provided that no such payment shall be required (1) for conversions following the close of business on the Regular Record Date immediately preceding the Maturity Date; (2) if the Company has specified the Redemption Date that is after a Regular Record Date and on or prior to the third Business Day immediately succeeding the corresponding Interest Payment Date; (3) if the Company has specified a Fundamental Change Repurchase Date that is after a Regular Record Date and on or prior to the third Business Day immediately succeeding the corresponding Interest Payment Date; or (4) to the extent of any Defaulted Amounts, if any Defaulted Amounts exist at the time of conversion with respect to such Note. Therefore, for the avoidance of doubt, all Holders as of the close of business on the Regular Record Date immediately preceding the Maturity Date shall receive the full interest payment due on the Maturity Date in cash regardless of whether their Notes have been converted following such Regular Record Date.

(i) The Person in whose name the certificate for any ADSs delivered upon conversion is registered shall be treated as a holder of record of such ADSs as of the close of business on the relevant Conversion Date. Upon a conversion of Notes, such Person shall no longer be a Holder of such Notes surrendered for conversion.

(j) The Company shall not issue any Fractional ADS upon conversion of the Notes and shall instead pay cash in lieu of any Fractional ADS deliverable upon conversion based on the Last Reported Sale Price of the ADSs on the relevant Conversion Date (or if such Conversion Date is not a Trading Day, the immediately preceding Trading Day).

(k) In accordance with the Unrestricted Deposit Agreement or the Restricted Deposit Agreement, as applicable, the Company shall issue to the ADS Custodian such Ordinary Shares required for the issuance of the ADSs upon conversion of the Notes, plus written delivery instructions (if requested by the ADS Depository or the ADS Custodian) for such ADSs, shall deliver such legal opinions and any other information or documentation and shall comply with the Unrestricted Deposit Agreement and the Restricted Deposit Agreement (as the case may be), in each case, as required by the ADS Depository or the ADS Custodian in connection with each issue of Ordinary Shares and issuance and delivery of ADSs.

*Section 14.03 Increased Conversion Rate Applicable to Certain Notes Surrendered in Connection with Make-Whole Fundamental Changes.*

(a) If a Make-Whole Fundamental Change occurs prior to the Maturity Date and a Holder elects to convert its Notes in connection with such Make-Whole Fundamental Change, the Company shall, under the circumstances described below, increase the Conversion Rate for the Notes so surrendered for conversion by a number of additional ADSs (the “**Additional ADSs**”), as described below. A conversion of Notes shall be deemed for these purposes to be “in connection with” such Make-Whole Fundamental Change if the relevant Notice of Conversion is received by the Conversion Agent from, and including, the Effective Date of the Make-Whole Fundamental Change up to, and including, the second Business Day immediately prior to the related Fundamental Change Repurchase Date (or, in the case of a Make-Whole Fundamental Change that would have been a Fundamental Change but for the *proviso* in clause (b) of the definition thereof, the 35th Trading Day immediately following the Effective Date of such Make-Whole Fundamental Change). The Company shall provide written notification to Holders and the Trustee (and the Conversion Agent, if other than the Trustee) of the Effective Date of any Make-Whole Fundamental Change and issue a press release announcing such Effective Date no later than five Business Days after such Effective Date.

(b) Upon surrender of Notes for conversion in connection with a Make-Whole Fundamental Change, the Company shall cause to be delivered ADSs, including the Additional ADSs, in accordance with Section 14.02; *provided, however*, that if, at the effective time of a Make-Whole Fundamental Change described in clause (b) of the definition of Fundamental Change, the Reference Property following such Make-Whole Fundamental Change is composed entirely of cash, for any conversion of Notes following the Effective Date of such Make-Whole Fundamental Change, the Conversion Obligation shall be calculated based solely on the ADS Price for the transaction and shall be deemed to be an amount of cash per US\$1,000 principal amount of converted Notes equal to the Conversion Rate (including any adjustment for Additional ADSs), *multiplied* by such ADS Price.

(c) The number of Additional ADSs, if any, by which the Conversion Rate shall be increased shall be determined by reference to the table below, based on the date on which the Make-Whole Fundamental Change occurs or becomes effective (the “**Effective Date**”) and the price (the “**ADS Price**”) paid (or deemed to be paid) per ADS in the Make-Whole Fundamental Change. If the holders of the ADSs receive in exchange for their ADSs only cash in a Make- Whole Fundamental Change described in clause (b) of the definition of Fundamental Change, the ADS Price shall be the cash amount paid per ADS. Otherwise, the ADS Price shall be the average of the Last Reported Sale Prices of the ADSs over the five Trading Day period ending on, and including, the Trading Day immediately preceding the Effective Date of the Make- Whole Fundamental Change.

(d) The ADS Prices set forth in the column headings of the table below shall be adjusted as of any date on which the Conversion Rate of the Notes is otherwise adjusted. The adjusted ADS Prices shall equal the ADS Prices applicable immediately prior to such adjustment, *multiplied* by a fraction, the numerator of which is the Conversion Rate immediately prior to such adjustment giving rise to the ADS Price adjustment and the denominator of which is the Conversion Rate as so adjusted. The number of Additional ADSs set forth in the table below shall be adjusted in the same manner and at the same time as the Conversion Rate as set forth in Section 14.04.

(e) The following table sets forth the number of Additional ADSs to be received per US\$1,000 principal amount of Notes pursuant to this Section 14.03 for each ADS Price and Effective Date set forth below:

| <u>Effective Date</u> | <u>ADS Price</u> |                |                |                |                |                |                |                 |                 |                 |                 |
|-----------------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|
|                       | <u>\$30.74</u>   | <u>\$35.00</u> | <u>\$40.73</u> | <u>\$45.00</u> | <u>\$50.00</u> | <u>\$60.00</u> | <u>\$75.00</u> | <u>\$100.00</u> | <u>\$125.00</u> | <u>\$150.00</u> | <u>\$200.00</u> |
| June 2, 2020          | 7.9793           | 6.0686         | 4.3327         | 3.4356         | 2.6636         | 1.6718         | 0.8932         | 0.3402          | 0.1234          | 0.0323          | 0.0000          |
| June 15, 2021         | 7.9793           | 6.0686         | 4.2750         | 3.3260         | 2.5286         | 1.5365         | 0.7896         | 0.2832          | 0.0945          | 0.0206          | 0.0000          |
| June 15, 2022         | 7.9793           | 6.0686         | 4.0732         | 3.1018         | 2.3102         | 1.3572         | 0.6672         | 0.2211          | 0.0650          | 0.0095          | 0.0000          |
| June 15, 2023         | 7.9793           | 5.5866         | 3.7164         | 2.7987         | 2.0470         | 1.1530         | 0.5319         | 0.1577          | 0.0379          | 0.0019          | 0.0000          |
| June 15, 2024         | 7.9793           | 5.4686         | 3.4144         | 2.4667         | 1.7286         | 0.9063         | 0.3824         | 0.0970          | 0.0162          | 0.0000          | 0.0000          |
| June 15, 2025         | 7.9793           | 4.6494         | 2.8164         | 1.9656         | 1.3126         | 0.6205         | 0.2277         | 0.0454          | 0.0028          | 0.0000          | 0.0000          |
| June 15, 2026         | 7.9793           | 4.3946         | 2.2254         | 1.3429         | 0.7642         | 0.2830         | 0.0855         | 0.0130          | 0.0000          | 0.0000          | 0.0000          |
| June 15, 2027         | 7.9793           | 4.0197         | 0.0002         | 0.0000         | 0.0000         | 0.0000         | 0.0000         | 0.0000          | 0.0000          | 0.0000          | 0.0000          |

The exact ADS Prices and Effective Dates may not be set forth in the table above, in which case:

(i) if the ADS Price is between two ADS Prices in the table above or the Effective Date is between two Effective Dates in the table, the number of Additional ADSs shall be determined by a straight-line interpolation between the number of Additional ADSs set forth for the higher and lower ADS Prices and the earlier and later Effective Dates, as applicable, based on a 365-day year;

(ii) if the ADS Price is greater than US\$200.00 per ADS (subject to adjustment in the same manner as the ADS Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional ADSs shall be added to the Conversion Rate; and

(iii) if the ADS Price is less than US\$30.74 per ADS (subject to adjustment in the same manner as the ADS Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional ADSs shall be added to the Conversion Rate.

Notwithstanding the foregoing, in no event shall the Conversion Rate per US\$1,000 principal amount of Notes exceed 32.5309 ADSs, subject to adjustment in the same manner as the Conversion Rate pursuant to Section 14.04.

(f) Nothing in this Section 14.03 shall prevent an adjustment to the Conversion Rate pursuant to Section 14.04.

(g) If the Holder elects to convert its Notes in connection with the Company's election to redeem the Notes in respect of a Change in Tax Law pursuant to Section 16.01, the Conversion Rate shall be increased by a number of additional ADSs determined pursuant to this Section 14.03(g). The Company shall settle conversions of Notes as described in Section 14.02 and, for the avoidance of doubt, pay Additional Amounts, if any, with respect to any such conversion.

A conversion shall be deemed to be in connection with the Company's election to redeem the Notes in respect of a Change in Tax Law if such conversion occurs during the period from, and including, the date the Company provides the related notice of redemption to Holders until the close of business on the Business Day immediately preceding the Redemption Date (or, if the Company fails to pay the Redemption Price, such later date on which the Company pays the Redemption Price).

Simultaneously with providing such notice of redemption, the Company shall publish a notice containing this information in a newspaper of general circulation in The City of New York or publish the information on the Company's website or through such other public medium as the Company may use at that time.

The number of additional ADSs by which the Conversion Rate will be increased in the event the Company elects to redeem the Notes in respect of a Change in Tax Law will be determined by reference to the table in clause (e) above based on the Redemption Reference Date and the Redemption Reference Price (each as defined below), but determined for purposes of this Section 14.03(g) as if (x) the Holder had elected to convert its Notes in connection with a Make-Whole Fundamental Change, (y) the applicable "Redemption Reference Date" were the "Effective Date" as specified in clause (c) above and (z) the applicable "Redemption Reference Price" were the "ADS price" as specified in clause (c) above (and subject, for the avoidance of doubt, to the two paragraphs immediately following such table). For this purpose, the date on which the Company delivers notice of redemption is the "**Redemption Reference Date**" and the average of the Last Reported Sale Prices of the ADSs over the five Trading Day period immediately preceding the date the Company delivers such notice of redemption is the "**Redemption Reference Price.**"

Section 14.04 *Adjustment of Conversion Rate.* If the number of Ordinary Shares represented by the ADSs is changed, after the date of this Indenture, for any reason other than one or more of the events described in this Section 14.04, the Company shall make an appropriate adjustment to the Conversion Rate such that the number of Ordinary Shares represented by the ADSs upon which conversion of the Notes is based remains the same.

Notwithstanding the adjustment provisions described in this Section 14.04, if the Company distributes to holders of the Ordinary Shares any cash, rights, options, warrants, shares of Capital Stock or similar equity interest, evidences of indebtedness or other assets or property of the Company (but excluding Expiring Rights) and a corresponding distribution is not made to holders of the ADSs, but, instead, the ADSs shall represent, in addition to Ordinary Shares, such cash, rights, options, warrants, shares of Capital Stock or similar equity interest, evidences of indebtedness or other assets or property of the Company, then an adjustment to the Conversion Rate described in this Section 14.04 shall not be made until and unless a corresponding distribution (if any) is made to holders of the ADSs, and such adjustment to the Conversion Rate shall be based on the distribution made to the holders of the ADSs and not on the distribution made to the holders of the Ordinary Shares. However, in the event that the Company issues or distributes to all holders of the Ordinary Shares any Expiring Rights, notwithstanding the immediately preceding sentence, the Company shall adjust the Conversion Rate pursuant to Section 14.04(b) (in the case of Expiring Rights entitling holders of the Ordinary Shares for a period of not more than 45 calendar days after the announcement date of such issuance to subscribe for or purchase Ordinary Shares or ADSs) or Section 14.04(c) (in the case of all other Expiring Rights).

For the avoidance of doubt, if any event described in this Section 14.04 results in a change to the number of Ordinary Shares represented by the ADSs, then such a change shall be deemed to satisfy the Company's obligation to effect the relevant adjustment to the Conversion Rate on account of such an event to the extent such change reflects what a corresponding change to the Conversion Rate would have been on account of such event.

The Conversion Rate shall be adjusted from time to time by the Company if any of the following events occurs, except that the Company shall not make any adjustments to the Conversion Rate if Holders of the Notes participate (other than in the case of (x) a share split or share combination or (y) a tender or exchange offer), at the same time and upon the same terms as holders of the ADSs and solely as a result of holding the Notes, in any of the transactions described in this Section 14.04, without having to convert their Notes, as if they held a number of ADSs equal to the Conversion Rate, multiplied by the principal amount (expressed in thousands) of Notes held by such Holder. Neither the Trustee nor the Conversion Agent shall have any responsibility to monitor the accuracy of any calculation of any adjustment to the Conversion Rate and the same shall be conclusive and binding on the Holders, absent manifest error. Notice of such adjustment to the Conversion Rate shall be given by the Company promptly to the Holders, the Trustee and the Paying Agent and Conversion Agent and shall be conclusive and binding on the Holders, absent manifest error.

(a) If the Company exclusively issues Ordinary Shares as a dividend or distribution on the Ordinary Shares, or if the Company effects a share split or share combination, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution, or immediately prior to the open of business on the effective date of such share split or share combination, as applicable;
- CR<sub>1</sub> = the Conversion Rate in effect immediately after the close of business on such Record Date or immediately after the open of business on such effective date, as applicable;
- OS<sub>0</sub> = the number of Ordinary Shares outstanding immediately prior to the close of business on such Record Date or immediately prior to the open of business on such effective date, as applicable; and
- OS<sub>1</sub> = the number of Ordinary Shares outstanding immediately after giving effect to such dividend, distribution, share split or share combination.

Any adjustment made under this Section 14.04(a) shall become effective immediately after the close of business on the Record Date for such dividend or distribution, or immediately after the open of business on the effective date for such share split or share combination, as applicable. If any dividend or distribution of the type described in this Section 14.04(a) is declared but not so paid or made, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(b) If the Company issues to all or substantially all holders of the Ordinary Shares (directly or in the form of ADSs) any rights, options or warrants entitling them, for a period of not more than 45 calendar days after the announcement date of such issuance, to subscribe for or purchase Ordinary Shares (directly or in the form of ADSs) at a price per Ordinary Share that is less than the average of the Last Reported Sale Prices of the Ordinary Shares or the ADSs, as the case may be (*divided by*, in the case of the ADSs, the number of Ordinary Shares then represented by one ADS), for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such issuance;
- CR<sub>1</sub> = the Conversion Rate in effect immediately after the close of business on such Record Date;
- OS<sub>0</sub> = the number of Ordinary Shares outstanding immediately prior to the close of business on such Record Date;
- X = the total number of Ordinary Shares (directly or in the form of ADSs) deliverable pursuant to such rights, options or warrants; and
- Y = the number of Ordinary Shares equal to (i) the aggregate price payable to exercise such rights, options or warrants, *divided by* (ii) the quotient of (a) the average of the Last Reported Sale Prices of the ADSs over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of the issuance of such rights, options or warrants *divided by* (b) the number of Ordinary Shares then represented by one ADS.

Any increase made under this Section 14.04(b) shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the close of business on the Record Date for such issuance. To the extent that Ordinary Shares or ADSs are not delivered after the expiration of such rights, options or warrants, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of Ordinary Shares actually delivered (directly or in the form of ADSs). If such rights, options or warrants are not so issued, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect if such the Record Date for such issuance had not occurred.

For purposes of this Section 14.04(b), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase Ordinary Shares (directly or in the form of ADSs) at a price per Ordinary Share that is less than such average of the Last Reported Sale Prices of the Ordinary Shares or the ADSs, as the case may be (*divided by*, in the case of the ADSs, the number of Ordinary Shares then represented by one ADS), for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such Ordinary Shares or ADSs, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) If the Company distributes shares of its Capital Stock, evidences of its indebtedness, other assets or property of the Company or rights, options or warrants to acquire its Capital Stock or other securities, to all or substantially all holders of the Ordinary Shares (directly or in the form of ADSs), excluding (i) dividends, distributions or issuances as to which an adjustment was effected pursuant to Section 14.04(a) or Section 14.04(b), (ii) dividends or distributions paid exclusively in cash as to which an adjustment was effected pursuant to Section 14.04(d), and (iii) Spin-Offs as to which the provisions set forth below in this Section 14.04(c) shall apply (any of such shares of Capital Stock, evidences of indebtedness, other assets or property or rights, options or warrants to acquire Capital Stock or other securities of the Company, the “**Distributed Property**”), then the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such distribution;
- CR<sub>1</sub> = the Conversion Rate in effect immediately after the close of business on such Record Date;
- SP<sub>0</sub> = the average of the Last Reported Sale Prices of the ADSs (*divided by* the number of Ordinary Shares then represented by one ADS) over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and
- FMV = the fair market value (as determined by the Board of Directors) of the Distributed Property with respect to each outstanding Ordinary Share (directly or in the form of ADSs) on the Ex-Dividend Date for such distribution.

Any increase made under the foregoing portion of this Section 14.04(c) above shall become effective immediately after the close of business on the Record Date for such distribution. If such distribution is not so paid or made at all or in full, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect had the adjustment been made on the basis of only such amount of such distribution, if any, actually paid or made. Notwithstanding the foregoing, if “FMV” (as defined above) is equal to or greater than “SP<sub>0</sub>” (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, in respect of each US\$1,000 principal amount thereof, at the same time and upon the same terms as holders of the ADSs receive the Distributed Property, the amount and kind of Distributed Property such Holder would have received if such Holder owned a number of ADSs equal to the Conversion Rate in effect on the Record Date for the distribution.



With respect to an adjustment pursuant to this Section 14.04(c) where there has been a payment of a dividend or other distribution on the Ordinary Shares (directly or in the form of ADSs) of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company, that are, or, when issued, will be, listed or admitted for trading on a U.S. national securities exchange (a “**Spin-Off**”), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the last Trading Day of the Valuation Period;
- CR<sub>1</sub> = the Conversion Rate in effect immediately after the close of business on the last Trading Day of the Valuation Period;
- FMV<sub>0</sub> = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Ordinary Shares (directly or in the form of ADSs) applicable to one Ordinary Share (determined by reference to the definition of Last Reported Sale Price as set forth in Section 1.01 as if references therein to the ADSs were to such Capital Stock or similar equity interest) over the first 10 consecutive Trading Day period after, and including, the Ex-Dividend Date of the Spin-Off (the “**Valuation Period**”); and
- MP<sub>0</sub> = the average of the Last Reported Sale Prices of the ADSs (divided by the number of Ordinary Shares then represented by one ADS) over the Valuation Period.

The adjustment to the Conversion Rate under the preceding paragraph shall occur immediately after the close of business on the last Trading Day of the Valuation Period; *provided* that in respect of any conversion during the Valuation Period, references in the portion of this Section 14.04(c) related to Spin-Offs to 10 Trading Days shall be deemed to be replaced with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date of such Spin-Off to, and including, the Conversion Date in determining the Conversion Rate.

For purposes of this Section 14.04(c) (and subject in all respect to Section 14.11), rights, options or warrants distributed by the Company to all holders of the Ordinary Shares (directly or in the form of ADSs) entitling them to subscribe for or purchase shares of the Company's Capital Stock, including Ordinary Shares (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such Ordinary Shares (directly or in the form of ADSs); (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Ordinary Shares (directly or in the form of ADSs), shall be deemed not to have been distributed for purposes of this Section 14.04(c) (and no adjustment to the Conversion Rate under this Section 14.04(c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 14.04(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 14.04(c) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (x) the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued and (y) the Conversion Rate shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per Ordinary Share redemption or purchase price received by a holder or holders of Ordinary Shares (directly or in the form of ADSs) with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Ordinary Shares (directly or in the form of ADSs) as of the date of such redemption or purchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of Section 14.04(a), Section 14.04(b) and this Section 14.04(c), if any dividend or distribution to which this Section 14.04(c) is applicable also includes one or both of:

(A) a dividend or distribution of Ordinary Shares (directly or in the form of ADSs) to which Section 14.04(a) is applicable (the "**Clause A Distribution**"); or

(B) a dividend or distribution of rights, options or warrants to which Section 14.04(b) is applicable (the "**Clause B Distribution**"),

then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 14.04(c) is applicable (the "**Clause C Distribution**") and any Conversion Rate adjustment required by this Section 14.04(c) with respect to such Clause C Distribution shall then be made, and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Rate adjustment required by Section 14.04(a) and Section 14.04(b) with respect thereto shall then be made, except that, if determined by the Company (I) the "Record Date" of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Record Date of the Clause C Distribution and (II) any Ordinary Shares (directly or in the form of ADSs) included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to the close of business on such Record Date or immediately after the open of business on such effective date, as applicable" within the meaning of Section 14.04(a) or "outstanding immediately prior to the close of business on such Record Date" within the meaning of Section 14.04(b).

(d) If any cash dividend or distribution is made to all or substantially all holders of the Ordinary Shares (directly or in the form of ADSs), the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where,

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution;
- CR<sub>1</sub> = the Conversion Rate in effect immediately after the close of business on such Record Date;
- SP<sub>0</sub> = the Last Reported Sale Price of the ADSs (divided by the number of Ordinary Shares then represented by one ADS) on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and
- C = the amount in cash per Ordinary Share the Company distributes to all or substantially all holders of the Ordinary Shares (directly or in the form of ADSs) (for the avoidance of doubt, without giving effect to any applicable fees and expenses payable to, or withheld by, the ADS Depository with respect to such distribution).

Any increase pursuant to this Section 14.04(d) shall become effective immediately after the close of business on the Record Date for such dividend or distribution. If such dividend or distribution is not so paid, the Conversion Rate shall be decreased, effective as of the date the Board of Directors determines not to make or pay such dividend or distribution, to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

Notwithstanding the foregoing, if “C” (as defined above) is equal to or greater than “SP<sub>0</sub>” (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, for each US\$1,000 principal amount of Notes, at the same time and upon the same terms as holders of the ADSs, the amount of cash that such Holder would have received if such Holder owned a number of ADSs equal to the Conversion Rate on the Record Date for such cash dividend or distribution.

(e) If the Company or any of its Subsidiaries or Consolidated Affiliated Entities makes a payment in respect of a tender or exchange offer for the Ordinary Shares (directly or in the form of ADSs), to the extent that the cash and value of any other consideration included in the payment per Ordinary Share exceeds the average of the Last Reported Sale Prices of the ADSs (*divided by* the number of Ordinary Shares then represented by one ADS) over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where,

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
- CR<sub>1</sub> = the Conversion Rate in effect immediately after the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
- AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for Ordinary Shares or ADSs, as the case may be, purchased in such tender or exchange offer;
- OS<sub>0</sub> = the number of Ordinary Shares outstanding immediately prior to the date such tender or exchange offer expires (prior to giving effect to the purchase of all Ordinary Shares or ADSs, as the case may be, accepted for purchase or exchange in such tender or exchange offer);
- OS<sub>1</sub> = the number of Ordinary Shares outstanding immediately after the date such tender or exchange offer expires (after giving effect to the purchase of all Ordinary Shares or ADSs, as the case may be, accepted for purchase or exchange in such tender or exchange offer); and
- SP<sub>1</sub> = the average of the Last Reported Sale Prices of the ADSs (*divided by* the number of Ordinary Shares then represented by one ADS) over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires.

The adjustment to the Conversion Rate under this Section 14.04(e) shall occur at the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires; *provided* that in respect of any Conversion Date within the 10 Trading Days immediately following, and including, the Trading Day next succeeding the expiration date of any tender or exchange offer, references in this Section 14.04(e) with respect to 10 Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the expiration date of such tender or exchange offer to, and including, the Conversion Date in determining the Conversion Rate. For the avoidance of doubt, no adjustment to the Conversion Rate under this Section 14.04(e) shall be made if such adjustment would result in a decrease in the Conversion Rate.

(f) [RESERVED]

(g) Except as stated herein, the Company shall not adjust the Conversion Rate for the issuance of Ordinary Shares or ADSs or any securities convertible into or exchangeable for Ordinary Shares or ADSs or the right to purchase Ordinary Shares or ADSs or such convertible or exchangeable securities.

(h) In addition to those adjustments required by clauses (a), (b), (c), (d) and (e) of this Section 14.04, and to the extent permitted by applicable law and subject to the applicable rules of The NASDAQ Global Select Market and any other securities exchange on which any of the Company's securities are then listed, the Company from time to time may increase the Conversion Rate by any amount for a period of at least 20 Business Days if the Board of Directors determines that such increase would be in the Company's best interest, and the Company may (but is not required to) increase the Conversion Rate to avoid or diminish any income tax to holders of the Ordinary Shares or the ADSs or rights to purchase Ordinary Shares or ADSs in connection with a dividend or distribution of Ordinary Shares or ADSs (or rights to acquire Ordinary Shares or ADSs) or similar event.

(i) Notwithstanding anything to the contrary in this Article 14, the Conversion Rate shall not be adjusted:

(i) upon the issuance of any Ordinary Shares or ADSs pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in Ordinary Shares or ADSs under any plan;

(ii) upon the issuance of any Ordinary Shares or ADSs or options or rights to purchase those Ordinary Shares or ADSs pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of the Company's Subsidiaries or Consolidated Affiliated Entities;

(iii) upon the issuance of any Ordinary Shares or ADSs pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of the date the Notes were first issued;

(iv) upon the repurchase of any Ordinary Shares or ADSs pursuant to an open market share purchase program or other buy-back transaction, including derivative transactions or other buy-back transaction, that is not a tender offer or exchange offer of the kind described under Section 14.04(e) above;

(v) solely for a change in the par value of the Ordinary Shares; or

(vi) for accrued and unpaid interest, if any.

(j) All calculations and other determinations under this Article 14 shall be made by the Company and shall be made to the nearest one-ten thousandth (1/10,000) of an ADS.

(k) Whenever the Conversion Rate is adjusted as herein provided, the Company shall promptly file with the Trustee (and the Conversion Agent if not the Trustee) an Officers' Certificate setting forth the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Rate and may assume without inquiry that the last Conversion Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate to each Holder at its last address appearing on the Note Register of this Indenture. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(l) For purposes of this Section 14.04, the number of Ordinary Shares at any time outstanding shall not include Ordinary Shares held in the treasury of the Company (directly or in the form of ADSs) so long as the Company does not pay any dividend or make any distribution on Ordinary Shares held in the treasury of the Company (directly or in the form of ADSs), but shall include Ordinary Shares issuable in respect of scrip certificates issued in lieu of fractions of Ordinary Shares.

(m) For purposes of this Section 14.04, the "effective date" means the first date on which the ADSs trade on the applicable exchange or in the applicable market, regular way, reflecting the relevant share split or share combination, as applicable.

Section 14.05 *Adjustments of Prices.* Whenever any provision of this Indenture requires the Company to calculate the Last Reported Sale Prices, the ADS Price for purposes of a Make- Whole Fundamental Change or the Redemption Reference Price for purposes of a redemption of the Notes in connection with a Change in Tax Law over a span of multiple days, the Board of Directors shall make appropriate adjustments to each to account for any adjustment to the Conversion Rate that becomes effective pursuant to Section 14.04, or any event requiring an adjustment to the Conversion Rate pursuant to Section 14.04 where the Record Date, Ex- Dividend Date, effective date or expiration date, as the case may be, of the event occurs, at any time during the period when such Last Reported Sale Prices, ADS Prices or Redemption Reference Price are to be calculated.

Section 14.06 *Ordinary Shares to Be Fully Paid.* The Company shall provide, free from preemptive rights, out of its authorized but unissued Ordinary Shares or Ordinary Shares held in treasury, a sufficient number of Ordinary Shares that corresponds to the number of ADSs due upon conversion of the Notes from time to time as such Notes are presented for conversion (assuming that at the time of computation of such number of Ordinary Shares, all such Notes would be converted by a single Holder).

- (a) In the case of:
- (i) any recapitalization, reclassification or change of the Ordinary Shares (other than changes resulting from a subdivision or combination),
  - (ii) any consolidation, merger, combination or similar transaction involving the Company,
  - (iii) any sale, lease or other transfer to a third party of the consolidated assets of the Company and the Company's Subsidiaries and Consolidated Affiliated Entities substantially as an entirety or
  - (iv) any statutory share exchange,

in each case, as a result of which the Ordinary Shares would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (any such event, a "**Merger Event**"), then, prior to or at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 10.01(f) providing that, at and after the effective time of such Merger Event, the right to convert each US\$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of ADSs equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the "**Reference Property**," with each "**unit of Reference Property**" meaning the kind and amount of Reference Property that a holder of one ADS would be entitled to receive) upon such Merger Event; *provided, however*, that at and after the effective time of the Merger Event the number of ADSs otherwise deliverable upon conversion of the Notes in accordance with Section 14.02 shall instead be deliverable in the amount and type of Reference Property that a holder of that number of ADSs would have been entitled to receive in such Merger Event.

If the Merger Event causes the Ordinary Shares to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of holder election), then (i) the Reference Property into which the Notes will be convertible shall be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of the ADSs and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one ADS. The Company shall provide written notice to Holders, the Trustee and the Conversion Agent (if other than the Trustee) of such weighted average as soon as practicable after such determination is made.

Such supplemental indenture described in the second immediately preceding paragraph shall provide for anti-dilution and other adjustments that shall be as nearly equivalent as is practicable to the adjustments provided for in this Article 14 (it being understood that no such adjustments shall be required with respect to any portion of the Reference Property that does not consist of shares of Common Equity (however evidenced) or depositary receipts in respect thereof). If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets (including cash or any combination thereof) of a Person other than the Company or the successor or purchasing Person, as the case may be, in such Merger Event, then such other Person shall also execute such supplemental indenture, and such supplemental indenture shall contain such additional provisions to protect the interests of the Holders of the Notes, including the right of Holders to require the Company to repurchase their Notes upon a Fundamental Change pursuant to Section 15.02 and the right of Holders to require the Company to repurchase their Notes on the Repurchase Date pursuant to Section 15.01, as the Board of Directors shall reasonably consider necessary by reason of the foregoing.

(b) [RESERVED]

(c) The Company shall not become a party to any Merger Event unless its terms are consistent with this Section 14.07. None of the foregoing provisions shall affect the right of a holder of Notes to convert its Notes into ADSs as set forth in Section 14.01 and Section 14.02 prior to the effective date of such Merger Event.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 14.08 *Certain Covenants.* (a) The Company covenants that all ADSs delivered upon conversion of Notes, and all Ordinary Shares represented by such ADSs, will be fully paid and non-assessable by the Company and free from all taxes, liens and charges with respect to the issue thereof.

(b) The Company covenants that, if any ADSs to be provided for the purpose of conversion of Notes hereunder, or any Ordinary Shares represented by such ADSs, require registration with or approval of any governmental authority under any federal or state law before such ADSs may be validly issued upon conversion, the Company will, to the extent then permitted by the rules and interpretations of the Commission, secure such registration or approval, as the case may be.

(c) The Company further covenants that if at any time the ADSs shall be listed on any national securities exchange or automated quotation system the Company will list and keep listed, so long as the ADSs shall be so listed on such exchange or automated quotation system, any ADSs deliverable upon conversion of the Notes.

(d) The Company further covenants to take all actions and obtain all approvals and registrations required with respect to the conversion of the Notes into ADSs and the issuance, and deposit into the ADS facility, of the Ordinary Shares represented by such ADSs. The Company also undertakes to maintain, as long as any Notes are outstanding, the effectiveness of a registration statement on Form F-6 relating to the ADSs and an adequate number of ADSs available for issuance thereunder such that ADSs can be delivered in accordance with the terms of this Indenture, the Notes and the Unrestricted Deposit Agreement or the Restricted Deposit Agreement, as applicable, upon conversion of the Notes. In addition, the Company further covenants to provide Holders with a reasonably detailed description of the mechanics for the delivery of ADSs upon conversion of Notes as set forth in the Unrestricted Deposit Agreement or the Restricted Deposit Agreement (including pursuant to a certain procedures letter for the issuance of restricted ADSs contemplated by Section 11 of the Restricted Deposit Agreement) upon request.



Section 14.09 *Responsibility of Trustee*. The Trustee and any other Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine the Conversion Rate (or any adjustment thereto) or whether any facts exist that may require any adjustment (including any increase) of the Conversion Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any ADSs, or of any securities, property or cash that may at any time be issued or delivered upon the conversion of any Note; and the Trustee and any other Conversion Agent make no representations with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to issue, transfer or deliver any ADSs or stock certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion, the accuracy or inaccuracy of any mathematical calculation or formulae under this Indenture, whether by the Company or any Person so authorized by the Company for such purpose under this Indenture or the failure by the Company to comply with any of the duties, responsibilities or covenants of the Company contained in this Article. Without limiting the generality of the foregoing, neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 14.07 relating either to the kind or amount of ADSs or securities or property (including cash) receivable by Holders upon the conversion of their Notes after any event referred to in such Section 14.07 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 7.01, may accept (without any independent investigation) as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto.

Section 14.10 *Notice to Holders Prior to Certain Actions*. In case of any:

(a) action by the Company or one of its Subsidiaries that would require an adjustment in the Conversion Rate pursuant to Section 14.04 or Section 14.11;

(b) Merger Event; or

(c) voluntary or involuntary dissolution, liquidation or winding-up of the Company or any of its Subsidiaries;

then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Indenture), the Company shall cause to be filed with the Trustee and the Conversion Agent (if other than the Trustee) and to be mailed to each Holder at its address appearing on the Note Register, as promptly as possible but in any event at least 20 days prior to the applicable date hereinafter specified, a notice stating (i) the date on which a record is to be taken for the purpose of such action by the Company or one of its Subsidiaries or, if a record is not to be taken, the date as of which the holders of Ordinary Shares or ADSs, as the case may be, of record are to be determined for the purposes of such action by the Company or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Ordinary Shares or ADSs, as the case may be, of record shall be entitled to exchange their Ordinary Shares or ADSs, as the case may be, for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Company or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up.

Section 14.11 *Stockholder Rights Plans*. To the extent that the Company has a rights plan in effect upon conversion of the Notes, each ADS delivered upon such conversion shall be entitled to receive (either directly or in respect of the Ordinary Shares underlying such ADSs) the appropriate number of rights, if any, and the certificates representing the ADSs delivered upon such conversion shall bear such legends, if any, in each case as may be provided by the terms of any such stockholder rights plan, as the same may be amended from time to time. However, if, prior to any Conversion Date, the rights have separated from the Ordinary Shares underlying the ADSs in accordance with the provisions of the applicable stockholder rights plan, the Conversion Rate shall be adjusted at the time of separation as if the Company distributed to all or substantially all holders of the Ordinary Shares Distributed Property as provided in Section 14.04(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

Section 14.12 *Termination of Depositary Receipt Program*. If the Ordinary Shares cease to be represented by American Depositary Shares issued under a depositary receipt program sponsored by the Company, all references in this Indenture to the ADSs shall be deemed to have been replaced by a reference to the number of Ordinary Shares (and other property, if any) represented by the ADSs on the last day on which the ADSs represented the Ordinary Shares and as if the Ordinary Shares and the other property had been distributed to holders of the ADSs on that day. In addition, all references to the Last Reported Sale Price of the ADSs will be deemed to refer to the Last Reported Sale Price of the Ordinary Shares, and other appropriate adjustments, including adjustments to the Conversion Rate, will be made to reflect such change. In making such adjustments, where currency translations between U.S. dollars and any other currency are required, the exchange rate in effect on the date of determination will apply.

## ARTICLE 15 REPURCHASE OF NOTES AT OPTION OF HOLDERS

### Section 15.01 *Repurchase at Option of Holders*.

(a) Each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash on June 15, 2023 and June 15, 2025 (each, a "**Repurchase Date**"), all of such Holder's Notes, or any portion thereof that is an integral multiple of US\$1,000 principal amount, at a repurchase price (the "**Repurchase Price**") that is equal to 100% of the principal amount of the Notes to be repurchased, *plus* accrued and unpaid interest to, but excluding, the relevant Repurchase Date; *provided* that any such accrued and unpaid interest shall be paid not to the Holders submitting the Notes for repurchase on the relevant Repurchase Date but instead to the Holders of such Notes at the close of business on the Regular Record Date immediately preceding the relevant Repurchase Date. Not later than 20 Business Days prior to each Repurchase Date, the Company shall mail a notice (the "**Company Notice**") by first class mail to the Trustee, to the Paying Agent and the Conversion Agent (if other than the Trustee) and to each Holder at its address shown in the Note Register of the Note Registrar (and to beneficial owners as required by applicable law and to the Conversion Agent if other than the Trustee). The Company Notice shall include a Form of Repurchase Notice to be completed by a holder and shall state:

(i) the last relevant date on which a Holder may exercise its repurchase right pursuant to this Section 15.01 (the "**Repurchase Expiration Time**");

- (ii) the Repurchase Price;
- (iii) the relevant Repurchase Date;
- (iv) the name and address of the Conversion Agent and Paying Agent;
- (v) that the Notes with respect to which a Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Repurchase Notice in accordance with the terms of this Indenture;
- (vi) that the Holder shall have the right to withdraw any Notes surrendered prior to the Repurchase Expiration Time; and
- (vii) the procedures a Holder must follow to exercise its repurchase rights under this Section 15.01 and a brief description of those rights.

At the Company's request, the Trustee shall give such notice in the Company's name and at the Company's expense; *provided, however*, that, in all cases, the text of such Company Notice shall be prepared by the Company.

Simultaneously with providing the Company Notice, the Company shall publish a notice containing the information included in the Company Notice in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at that time.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 15.01.

Repurchases of Notes under this Section 15.01 shall be made, at the option of the Holder thereof, upon:

(A) delivery to the Trustee (or other agent appointed for such purpose) by the Holder of a duly completed notice (the "**Repurchase Notice**") in the form set forth in Attachment 3 to the Form of Note attached hereto as Exhibit A, if the Notes are Physical Notes, or in compliance with the Depository's procedures for surrendering interests in global notes, if the Notes are Global Notes, in each case at any time during the period beginning from the open of business on the date that is 20 Business Days prior to the relevant Repurchase Date until the close of business on the second Business Day immediately preceding the relevant Repurchase Date; and

(B) delivery of the Notes, if the Notes are Physical Notes, to the Trustee at any time after delivery of the Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other agent appointed for such purpose), or book-entry transfer of the Notes, if the Notes are Global Notes, in compliance with the procedures of the Depositary, in each case such delivery being a condition to receipt by the Holder of the Repurchase Price therefor.

Each Repurchase Notice shall state:

- (A) in the case of Physical Notes, the certificate numbers of the Notes to be delivered for repurchase;
  - (B) the portion of the principal amount of the Notes to be repurchased, which must be US\$1,000 or an integral multiple thereof;
- and
- (C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture;

*provided, however*, that if the Notes are Global Notes, the Repurchase Notice must comply with appropriate Depositary procedures.

Notwithstanding anything herein to the contrary, any Holder delivering to the Trustee the Repurchase Notice contemplated by this Section 15.01 shall have the right to withdraw, in whole or in part, such Repurchase Notice at any time prior to the close of business on the second Business Day immediately preceding the relevant Repurchase Date by delivery of a duly completed written notice of withdrawal to the Trustee (or other agent appointed for such purpose) in accordance with Section 15.03.

The Trustee shall promptly notify the Company of the receipt by it of any Repurchase Notice or written notice of withdrawal thereof.

No Repurchase Notice with respect to any Notes may be delivered and no Note may be surrendered for repurchase pursuant to this Section 15.01 by a Holder thereof to the extent such Holder has also delivered a Fundamental Change Repurchase Notice with respect to such Note in accordance with Section 15.02 and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with Section 15.03.

(b) Notwithstanding the foregoing, no Notes may be repurchased by the Company at the option of the Holders on the relevant Repurchase Date if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to such Repurchase Date (except in the case of an acceleration resulting from a default by the Company in the payment of the Repurchase Price with respect to such Notes). The Trustee will promptly return to the respective Holders thereof any Physical Notes held by it during the acceleration of the Notes (except in the case of an acceleration resulting from a default by the Company in the payment of the Repurchase Price with respect to such Notes), or any instructions for book-entry transfer of the Notes in compliance with the procedures of the Depositary shall be deemed to have been cancelled, and, upon such return or cancellation, as the case may be, the Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

Section 15.02 *Repurchase at Option of Holders Upon a Fundamental Change.* (a) If a Fundamental Change occurs at any time, each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes, or any portion thereof that is equal to US\$1,000 or an integral multiple of US\$1,000, on the Business Day (the "**Fundamental Change Repurchase Date**") notified in writing by the Company as set forth in Section 15.02(c) that is not less than 20 Business Days or more than 35 Business Days following the date of the Fundamental Change Company Notice at a repurchase price equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"), unless the Fundamental Change Repurchase Date falls after a Regular Record Date but on or prior to the Interest Payment Date to which such Regular Record Date relates, in which case the Company shall instead pay the full amount of accrued and unpaid interest to Holders as of such Regular Record Date, and the Fundamental Change Repurchase Price shall be equal to 100% of the principal amount of Notes to be repurchased pursuant to this Article 15. The Trustee and the Conversion Agent, Paying Agent or any other agent appointed for such purpose shall have no responsibility to determine the Fundamental Change Repurchase Price.

(b) Repurchases of Notes under this Section 15.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other agent appointed for this purpose) by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth in Attachment 2 to the Form of Note attached hereto as Exhibit A, if the Notes are Physical Notes, or in compliance with the Depository's procedures for surrendering interests in global notes, if the Notes are Global Notes, in each case on or before the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date; and

(ii) delivery of the Notes, if the Notes are Physical Notes, at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements for transfer) at the Corporate Trust Office of the Trustee or to other agent appointed for such purpose, or book-entry transfer of the Notes, if the Notes are Global Notes, in compliance with the procedures of the Depository, in each case such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor.

The Fundamental Change Repurchase Notice in respect of any Notes to be repurchased shall state:

(i) in the case of Physical Notes, the certificate numbers of the Notes to be delivered for repurchase;

- (ii) the portion of the principal amount of Notes to be repurchased, which must be US\$1,000 or an integral multiple thereof; and
- (iii) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture;

*provided, however*, that if the Notes are Global Notes, the Fundamental Change Repurchase Notice must comply with appropriate Depository procedures.

Notwithstanding anything herein to the contrary, any Holder delivering to the Trustee the Fundamental Change Repurchase Notice contemplated by this Section 15.02 shall have the right to withdraw, in whole or in part, such Fundamental Change Repurchase Notice at any time prior to the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date by delivery of a duly completed written notice of withdrawal to the Trustee in accordance with Section 15.03.

The Trustee shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof.

No Fundamental Change Repurchase Notice with respect to any Notes may be delivered and no Note may be surrendered by a Holder for repurchase thereof if such Holder has also surrendered a Repurchase Notice in accordance with Section 15.01 and not validly withdrawn such Repurchase Notice in accordance with Section 15.03.

(c) On or before the 20th calendar day after the occurrence of the effective date of a Fundamental Change, the Company shall provide to all Holders, the Trustee (and the Conversion Agent, Paying Agent and any other agent appointed for this purpose, in each case, if other than the Trustee) a written notice (the “**Fundamental Change Company Notice**”) of the occurrence of the effective date of the Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. In the case of Physical Notes, such notice shall be by first class mail or, in the case of Global Notes, such notice shall be delivered in accordance with the applicable procedures of the Depository. Simultaneously with providing such notice, the Company shall publish a notice containing the information set forth in the Fundamental Change Company Notice in a newspaper of general circulation in The City of New York or publish such information on the Company’s website or through such other public medium as the Company may use at that time. Each Fundamental Change Company Notice shall specify:

- (i) the events causing the Fundamental Change and whether such transaction or event also constitute a Make-Whole Fundamental Change;
- (ii) the effective date of the Fundamental Change;
- (iii) the last date on which a Holder may exercise the repurchase right pursuant to this Article 15;
- (iv) the Fundamental Change Repurchase Price;
- (v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Trustee, the Paying Agent, the Conversion Agent or any other agent appointed for repurchase, if applicable;

(vii) if applicable, the Conversion Rate and any adjustments to the Conversion Rate as a result of such Fundamental Change if it is a Make-Whole Fundamental Change;

(viii) if applicable, that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 15.02.

At the Company's request, the Trustee shall give such notice in the Company's name and at the Company's expense; *provided, however*, that, in all cases, the text of such Fundamental Change Company Notice shall be prepared by the Company.

(d) Notwithstanding the foregoing, no Notes may be repurchased by the Company on any date at the option of the Holders upon a Fundamental Change if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to such date (except in the case of an acceleration resulting from a default by the Company in the payment of the Fundamental Change Repurchase Price with respect to such Notes). The Trustee will promptly return to the respective Holders thereof any Physical Notes held by it during the acceleration of the Notes (except in the case of an acceleration resulting from a default by the Company in the payment of the Fundamental Change Repurchase Price with respect to such Notes), or any instructions for book-entry transfer of the Notes in compliance with the procedures of the Depositary shall be deemed to have been cancelled, and, upon such return or cancellation, as the case may be, the Fundamental Change Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

Section 15.03 *Withdrawal of Repurchase Notice or Fundamental Change Repurchase Notice.* (a) A Repurchase Notice or Fundamental Change Repurchase Notice may be withdrawn (in whole or in part) by means of a duly completed written notice of withdrawal delivered to the Trustee (or other agent appointed for such purpose) in accordance with this Section 15.03 at any time prior to the close of business on the second Business Day immediately preceding the relevant Repurchase Date or prior to the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date, as the case may be, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted,

(ii) if Physical Notes have been issued, the certificate number of the Note in respect of which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Note that remains subject to the original Repurchase Notice or Fundamental Change Repurchase Notice, as the case may be, which portion must be in principal amounts of US\$1,000 or an integral multiple of US\$1,000;

*provided, however*, that if the Notes are Global Notes, the notice must comply with appropriate procedures of the Depository.

Section 15.04 *Deposit of Repurchase Price or Fundamental Change Repurchase Price.* (a) The Company will deposit with the Paying Agent (or any other agent appointed for this purpose by the Company), or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust as provided in Section 4.04) on or prior to 10:00 a.m., New York City time, one Business Day prior to the relevant Repurchase Date or Fundamental Change Repurchase Date, as the case may be, an amount of money sufficient to repurchase all of the Notes to be repurchased at the appropriate Repurchase Price or Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Paying Agent (or other agent appointed for this purpose by the Company) and the Trustee, as applicable, payment for Notes surrendered for repurchase (and not withdrawn in accordance with Section 15.03) will be made on the later of (i) the relevant Repurchase Date or Fundamental Change Repurchase Date, as the case may be, (*provided* the Holder has satisfied the conditions in Section 15.01 or Section 15.02, as the case may be) and (ii) the time of book-entry transfer or the delivery of such Note to the Trustee (or other agent appointed for this purpose by the Company) by the Holder thereof in the manner required by Section 15.01 or Section 15.02, as applicable, by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Note Register; *provided, however*, that payments to the Depository shall be made by wire transfer of immediately available funds to the account of the Depository or its nominee. The Paying Agent (or other agent appointed for this purpose by the Company) shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Repurchase Price or Fundamental Change Repurchase Price, as the case may be.

(b) If by 10:00 a.m., New York City time, on the relevant Repurchase Date or Fundamental Change Repurchase Date, as the case may be, the Paying Agent (or other agent appointed for this purpose by the Company) holds money sufficient to make payment on all the Notes or portions thereof that are to be repurchased on such Repurchase Date or Fundamental Change Repurchase Date, as the case may be, then, with respect to the Notes that have been properly surrendered for repurchase and not validly withdrawn, on such Repurchase Date or Fundamental Change Repurchase Date, as the case may be, (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes (whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee) and (iii) all other rights of the Holders of such Notes will terminate (other than the right to receive the Repurchase Price or Fundamental Change Repurchase Price, as the case may be, and previously accrued and unpaid interest upon delivery or transfer of the Notes to the extent not included in the Repurchase Price or Fundamental Change Repurchase Price, as the case may be).



(c) Upon surrender of a Note that is to be repurchased in part pursuant to Section 15.01 or Section 15.02, the Company shall execute and the Trustee, upon receipt of a Company Order, shall authenticate and deliver to the Holder a new Note in an authorized denomination equal in principal amount to the unreurchased portion of the Note surrendered.

Section 15.05 *Covenant to Comply with Applicable Laws Upon Repurchase of Notes.* In connection with any repurchase offer, the Company will, if required:

- (a) comply with the provisions of Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act;
- (b) file a Schedule TO or other required schedule under the Exchange Act; and
- (c) otherwise comply with all federal and state securities laws in connection with any offer by the Company to repurchase the Notes;

in each case, so as to permit the rights and obligations under this Article 15 to be exercised in the time and in the manner specified in this Article 15.

## ARTICLE 16 OPTIONAL REDEMPTION

Section 16.01 *Optional Redemption for Changes in the Tax Law of the Relevant Jurisdiction.* (a) Other than as described in this Article 16, the Notes may not be redeemed by the Company at its option prior to maturity. If the Company has, or on the next Interest Payment Date would, become obligated to pay to the Holder of any Note Additional Amounts that are more than a *de minimis* amount, as a result of:

(i) any change or amendment that is publicly announced and becomes effective on or after May 28, 2020 (or, in the case of a jurisdiction that becomes a Relevant Jurisdiction after such date, after such later date) in the laws or any rules or regulations of a Relevant Jurisdiction; or

(ii) any change that is publicly announced and becomes effective on or after May 28, 2020 (or, in the case of a jurisdiction that becomes a Relevant Jurisdiction after such date, after such later date) in an interpretation, administration or application of such laws, rules or regulations by any legislative body, court, governmental agency, taxing authority or regulatory or administrative authority of such Relevant Jurisdiction (including the enactment of any legislation and the announcement or publication of any judicial decision or regulatory or administrative interpretation or determination);

(each, a “**Change in Tax Law**”), the Company may, at its option, redeem all but not part of the Notes (except in respect of certain Holders that elect otherwise as described below) at a redemption price equal to 100% of the principal amount thereof (the “**Redemption Price**”), plus accrued and unpaid interest, if any, to, but not including the date fixed by the Company for redemption (the “**Redemption Date**”), including, for the avoidance of doubt, any Additional Amounts with respect to such Redemption Price; *provided* that the Company may only redeem the Notes if:

(i) the Company cannot avoid such obligations by taking commercially reasonable measures available to the Company (*provided* that changing the jurisdiction of incorporation of the Company shall be deemed not to be a commercially reasonable measure); and (ii) the Company delivers to the Trustee an opinion of outside legal counsel of recognized standing in the Relevant Jurisdiction and an Officers’ Certificate attesting to such Change in Tax Law and obligation to pay Additional Amounts. The Trustee shall and is entitled to rely upon such opinion and Officers’ Certificate (without further investigation and enquiry) and it shall be conclusive and binding on the Holders.

Notwithstanding anything to the contrary in this Article 16, neither the Company nor any successor Person may redeem any of the Notes in the case that Additional Amounts are payable in respect of PRC withholding tax and any other tax collected at source at the Applicable PRC Rate or less solely as a result of the Company or its successor Person being considered a PRC tax resident under the PRC Enterprise Income Tax law.

(b) If the Redemption Date occurs after a Regular Record Date and on or prior to the corresponding Interest Payment Date, the Company shall pay or cause the Paying Agent to pay, on or at its election, before such Interest Payment Date, the full amount of accrued and unpaid interest, if any, and any Additional Amounts with respect to such interest, due on such Interest Payment Date to the record holder of the Notes on the Regular Record Date corresponding to such Interest Payment Date, and the Redemption Price payable to any Holder (other than a Holder that elects to not have its Notes redeemed pursuant to the provisions described below) shall be equal to 100% of the principal amount of such Note to be redeemed, including, for the avoidance of doubt, any Additional Amounts with respect to such Redemption Price. The Company shall notify the Trustee in writing of its election and the date on which such interest and any Additional Amounts with respect to such interest shall be paid at the time the Company provides notice of such redemption.

(c) The Company shall give the Trustee and Holders of Notes not less than 30 days' but no more than 60 days' notice of redemption prior to the Redemption Date. Simultaneously with providing such notice, the Company shall publish a notice containing this information in a newspaper of general circulation in The City of New York or publish the information on the Company's website or through such other public medium as the Company may use at that time. The Redemption Date must be a Business Day.

(d) Upon receiving such notice of redemption, each Holder shall have the right to elect to not have its Notes redeemed, *provided* that (i) the Company shall not be obligated to pay any Additional Amounts on any payment with respect to such Notes solely as a result of such Change in Tax Law that resulted in the obligation to pay such Additional Amounts (whether upon conversion, required repurchase in connection with a Fundamental Change or on the relevant Repurchase Date, at maturity or otherwise, and whether in ADSs, Reference Property or otherwise) after the Redemption Date (or, if the Company fails to pay the Redemption Price on the Redemption Date, such later date on which the Company pays the Redemption Price), and (ii) all future payments with respect to such Notes shall be subject to the deduction or withholding of such Relevant Taxing Jurisdiction and taxes required by law to be deducted or withheld as a result of such Change in Tax Law; *provided further* that, notwithstanding the foregoing, if a Holder electing not to have its Notes redeemed converts its Notes in connection with the Company's election to redeem the Notes in respect of such Change in Tax Law pursuant to Section 14.03(g), the Company shall be obligated to pay Additional Amounts, if any, with respect to such conversion.

(e) Subject to the applicable procedures of the Depositary in the case of Global Notes, a Holder electing to not have its Notes redeemed must deliver to the Paying Agent a written notice of election so as to be received by the Paying Agent no later than the close of business on the second Business Day immediately preceding the Redemption Date; *provided* that, a Holder that complies with the requirements for conversion in Section 14.02(b) shall be deemed to have delivered a notice of its election to not have its Notes so redeemed. A Holder may withdraw any notice of election (other than such a deemed notice of election in connection with a conversion) by delivering to the Paying Agent a written notice of withdrawal prior to the close of business on the Business Day immediately preceding the Redemption Date (or, if the Company fails to pay the Redemption Price on the Redemption Date, such later date on which the Company pays the Redemption Price). If no election is made or deemed to have been made, the Holder shall have its Notes redeemed without any further action.

(f) No Notes may be redeemed by the Company or its successor if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Redemption Date.

#### ARTICLE 17 MISCELLANEOUS PROVISIONS

Section 17.01 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Indenture shall bind its successors and assigns whether so expressed or not.

Section 17.02 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or Officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or other entity that shall at the time be the lawful sole successor of the Company.

Section 17.03 *Addresses for Notices, Etc.* Any notice or demand that by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to Building 3, Guozheng Center, No. 485 Zhengli Road, Yangpu District, Shanghai, People's Republic of China. Any notice, direction, request or demand hereunder to or upon the Trustee shall be given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to Deutsche Bank Trust Company Americas, Trust and Agency Services, 60 Wall Street, 24th Floor, Mail Stop: NYC60-2405, New York, New York 10005, Attn: Corporates Team, BILIBILI INC. DEAL ID SF1928, Facsimile: (732) 578-4635.

All notices and other communications under this Indenture shall be in writing in English.

So long as and to the extent that the Notes are represented by Global Notes and such Global Notes are held by DTC, notices to owners of beneficial interests in the Global Notes may be given by delivery of the relevant notice to DTC for communication by it to entitled account holders.

The Company hereby acknowledges that it is fully aware of the risks associated with transmitting instructions via electronic methods (including facsimile), and being aware of these risks, authorizes the Trustee to accept and act upon any instruction sent to it or any Paying Agent, Transfer Agent, Conversion Agent or Note Registrar in the Company's name or in the name of one or more appropriate authorized signers of the Company via electronic methods (including facsimile). The Trustee shall be entitled to rely on Section 7.06 of this Indenture when accepting or acting upon any instructions, communications or documents transmitted by facsimile, and shall not be liable in the event any facsimile transmission is not received, or is mutilated, illegible, interrupted, duplicated, incomplete, unauthorized or delayed for any reason, including (but not limited to) electronic or telecommunications failure.

Furthermore, notwithstanding the above, if any Trustee receives information or instructions delivered by electronic mail, other electronic method or other unsecured method of communication believed by it to be genuine and to have been sent by the proper person or persons, the Trustee or any Paying Agent, Transfer Agent, Conversion Agent or Note Registrar shall have (i) no duty or obligation to verify or confirm that the person who sent such instructions is in fact a person authorized to give instructions or directions on behalf of the Company and (ii) absent its or their gross negligence or willful misconduct, no liability for any losses, liabilities, costs or expenses incurred or sustained by any holder, the Company or any other person as a result of such reliance on or compliance with such information or instructions.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Holder shall be mailed to it by first class mail, postage prepaid, at its address as it appears on the Note Register and shall be sufficiently given to it if so mailed within the time prescribed.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice to Holders by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Section 17.04 *Governing Law; Jurisdiction.* THIS INDENTURE AND EACH NOTE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS INDENTURE AND EACH NOTE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Company irrevocably consents and agrees, for the benefit of the Holders from time to time of the Notes and the Trustee, that any legal action, suit or proceeding against it with respect to obligations, liabilities or any other matter arising out of or in connection with this Indenture or the Notes may be brought in the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York and, until amounts due and to become due in respect of the Notes have been paid, hereby irrevocably consents and submits to the non-exclusive jurisdiction of each such court *in personam*, generally and unconditionally with respect to any action, suit or proceeding for itself in respect of its properties, assets and revenues.

The Company irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions, suits or proceedings arising out of or in connection with this Indenture brought in the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 17.05 *Submission to Jurisdiction; Service of Process.* The Company irrevocably appoints Law Debenture Corporate Service Inc. as its authorized agent in the Borough of Manhattan in the City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such agent, and written notice of said service to the Company by the person serving the same to Building 20, No. 56 AnTuo Road, Jiading District, Shanghai, 201804, People's Republic of China, Facsimile No. +86 (21) 3913 0192, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Indenture. If for any reason such agent shall cease to be such agent for service of process, the Company shall forthwith appoint a new agent of recognized standing for service of process in the State of New York and deliver to the Trustee a copy of the new agent's acceptance of that appointment within ten Business Days of such acceptance. Nothing herein shall affect the right of the Trustee, any agent or any Holder to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Company in any other court of competent jurisdiction. To the extent that the Company has or hereafter may acquire any sovereign or other immunity from jurisdiction of any court or from any legal process with respect to itself or its property, the Company irrevocably waives such immunity in respect of its obligations hereunder or under any Note.

Section 17.06 *Evidence of Compliance with Conditions Precedent; Certificates and Opinions of Counsel to Trustee.* Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Indenture, the Company shall, if requested by the Trustee, furnish to the Trustee an Officers' Certificate stating that such action is permitted by the terms of this Indenture.

Each Officers' Certificate provided for, by or on behalf of the Company in this Indenture and delivered to the Trustee with respect to compliance with this Indenture (other than the Officers' Certificates provided for in Section 4.09) shall include (a) a statement that the person making such certificate is familiar with the requested action and this Indenture; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statement contained in such certificate is based; (c) a statement that, in the judgment of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed judgment as to whether or not such action is permitted by this Indenture; and (d) a statement as to whether or not, in the judgment of such person, such action is permitted by this Indenture.

Notwithstanding anything to the contrary in this Section 17.06, if any provision in this Indenture specifically provides that the Trustee shall or may receive an Opinion of Counsel in connection with any action to be taken by the Trustee or the Company hereunder, the Trustee shall be entitled to, or entitled to request, such Opinion of Counsel.

Section 17.07 *Legal Holidays*. In any case where any Interest Payment Date, Redemption Date, Fundamental Change Repurchase Date, Conversion Date, Repurchase Date or Maturity Date is not a Business Day, then any action to be taken on such date need not be taken on such date, but may be taken on the next succeeding Business Day with the same force and effect as if taken on such date, and no interest shall accrue in respect of the delay.

Section 17.08 *No Security Interest Created*. Nothing in this Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

Section 17.09 *Benefits of Indenture*. Nothing in this Indenture or in the Notes, expressed or implied, shall give to any Person, other than the Holders, the parties hereto, any Paying Agent, any Conversion Agent, any Note Registrar and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 17.10 *Table of Contents, Headings, Etc*. The table of contents and the titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 17.11 *Execution in Counterparts*. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Facsimile, documents executed, scanned and transmitted electronically and electronic signatures, including those created or transmitted through a software platform or application, shall be deemed original signatures for purposes of this Indenture and all other related documents and all matters and agreements related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Indenture or any other related document or any instrument, agreement or document necessary for the consummation of the transactions contemplated by this Indenture or the other related documents or related hereto or thereto (including, without limitation, addendums, amendments, notices, instructions, communications with respect to the delivery of securities or the wire transfer of funds or other communications) ("**Executed Documentation**") may be accepted, executed or agreed to through the use of an electronic signature in accordance with applicable laws, rules and regulations in effect from time to time applicable to the effectiveness and enforceability of electronic signatures. Any Executed Documentation accepted, executed or agreed to in conformity with such laws, rules and regulations will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto or thereto. When the Trustee acts on any Executed Documentation sent by electronic transmission, the Trustee will not be responsible or liable for any losses, costs or expenses arising directly or indirectly from its reliance upon and compliance with such Executed Documentation, notwithstanding that such Executed Documentation (a) may not be an authorized or authentic communication of the party involved or in the form such party sent or intended to send (whether due to fraud, distortion or otherwise) or (b) may conflict with, or be inconsistent with, a subsequent written instruction or communication; it being understood and agreed that the Trustee shall conclusively presume that Executed Documentation that purports to have been sent by an authorized officer of a Person has been sent by an authorized officer of such Person. The party providing Executed Documentation through electronic transmission or otherwise with electronic signatures agrees to assume all risks arising out of such electronic methods, including, without limitation, the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

Section 17.12 *Severability*. In the event any provision of this Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 17.13 *Waiver of Jury Trial*. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 17.14 *Force Majeure*. In no event shall the Trustee or the Agents be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, epidemic, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee or the Agents, as the case may be, shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 17.15 *Calculations*. Except as otherwise provided herein, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determinations of the Last Reported Sale Prices of the ADSs, accrued interest payable on the Notes, any Additional Interest or Additional Amounts payable on the Notes, the number of Additional ADSs to be added to the Conversion Rate upon a Make-Whole Fundamental Change, if any, the Conversion Rate of the Notes and any adjustments thereto. The Company shall make all these calculations in good faith and, absent manifest error, the Company's calculations shall be final and binding on Holders. The Company shall provide a schedule of its calculations to each of the Trustee, the Paying Agent and the Conversion Agent, and each of the Trustee, the Paying Agent and the Conversion Agent is entitled to rely conclusively and without liability upon the accuracy of the Company's calculations without independent verification. The Trustee will forward the Company's calculations to any Holder of Notes upon the prior written request of that Holder at the sole cost and expense of the Company.

Section 17.16 *U.S.A. Patriot Act*. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The Company agrees that it will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first above written.

BILIBILI INC.

By: /s/ Rui Chen

Name: Rui Chen

Title: Chairman of the Board of Directors and Chief  
Executive Officer

*Signature Page to Indenture*

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

By: /s/ Bridgette Casasnovas

Name: Bridgette Casasnovas

Title: Vice President

By: /s/ Annie Jaghatspanyan

Name: Annie Jaghatspanyan

Title: Vice President

*Signature Page to Indenture*

[FORM OF FACE OF NOTE]

[INCLUDE FOLLOWING LEGEND IF A GLOBAL NOTE]

[THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS THE OWNER AND HOLDER OF THIS NOTE FOR ALL PURPOSES]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

[INCLUDE FOLLOWING LEGEND IF A RESTRICTED SECURITY]

[THIS SECURITY, THE AMERICAN DEPOSITARY SHARES DELIVERABLE UPON CONVERSION OF THIS SECURITY AND THE CLASS Z ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), ARE “RESTRICTED SECURITIES” WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT OR CONTRACTUALLY RESTRICTED SECURITIES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS (A) A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (B) NOT A U.S. PERSON AND LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT AND THAT IT AND ANY SUCH ACCOUNT IS NOT, AND HAS NOT BEEN FOR THE IMMEDIATELY PRECEDING THREE MONTHS, AN AFFILIATE OF BILIBILI INC. (THE “COMPANY”), AND

(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY, THE AMERICAN DEPOSITARY SHARES DELIVERABLE UPON CONVERSION OF THIS SECURITY AND THE CLASS Z ORDINARY SHARES REPRESENTED THEREBY, OR ANY BENEFICIAL INTEREST HEREIN OR THEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

- (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR
- (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR
- (C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR
- (D) TO A NON-U.S. PERSON LOCATED OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR
- (E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE).

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(E) ABOVE, THE COMPANY, THE DEPOSITARY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THIS NOTE, THE AMERICAN DEPOSITARY SHARES DELIVERABLE UPON CONVERSION HEREOF AND THE CLASS Z ORDINARY SHARES REPRESENTED THEREBY, OR A BENEFICIAL INTEREST HEREIN OR THEREIN.]

No. [            ]

[Initially]<sup>1</sup> US\$

CUSIP No. [            ]

BILIBILI Inc., a company duly organized and validly existing under the laws of the Cayman Islands (the “**Company**,” which term includes any successor company or corporation or other entity under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.]<sup>2</sup> [            ]<sup>3</sup>, or registered assigns, the principal sum [as set forth in the “Schedule of Exchanges of Notes” attached hereto]<sup>4</sup> [of US\$[            ]]<sup>5</sup>, which amount, taken together with the principal amounts of all other outstanding Notes, shall not, unless permitted by the Indenture, exceed US\$800,000,000 in aggregate at any time, in accordance with the rules and procedures of the Depositary, on June 15, 2027, and interest thereon as set forth below.

This Note shall bear cash interest at the rate of 1.25% per year from, and including, June 2, 2020, or from, and including, the most recent date to which interest had been paid or provided for to, but excluding, the next scheduled Interest Payment Date until June 15, 2027. Interest is payable semi-annually in arrears on each June 15 and December 15, commencing on December 15, 2020, to Holders at the close of business on the preceding June 1 and December 1 (whether or not such day is a Business Day), respectively. Additional Interest will be payable as set forth in Section 4.06(d), Section 4.06(e) and Section 6.03 of the within-mentioned Indenture, and any reference to interest on, or in respect of, any Note therein shall be deemed to include Additional Interest if, in such context, Additional Interest is, was or would be payable pursuant to any of such Section 4.06(d), Section 4.06(e) and Section 6.03, and any express mention of the payment of Additional Interest in any provision therein shall not be construed as excluding Additional Interest in those provisions thereof where such express mention is not made.

Any Defaulted Amounts shall accrue interest per annum at the rate per annum borne by the Notes *plus* one percent, subject to the enforceability thereof under applicable law, from, and including, the relevant payment date to, but excluding, the date on which such Defaulted Amounts shall have been paid by the Company, at its election, in accordance with Section 2.03(c) of the Indenture.

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- 1    Include if a Global Note.
  - 2    Include if a Global Note.
  - 3    Include if a Physical Note.
  - 4    Include if a Global Note.
  - 5    Include if a Physical Note.

The Company shall pay or cause the Paying Agent to pay the principal of and interest on this Note, so long as such Note is a Global Note, in immediately available funds to the Depositary or its nominee, as the case may be, as the registered Holder of such Note. As provided in and subject to the provisions of the Indenture, the Company shall pay the principal of any Notes (other than Notes that are Global Notes) at the office or agency designated by the Company for that purpose. The Company has initially designated the Deutsche Bank Trust Company Americas as its Paying Agent, Conversion Agent and Note Registrar in respect of the Notes and its agency in the Borough of Manhattan, The City of New York, as a place where Notes may be presented for payment or for registration of transfer.

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Note the right to convert this Note into ADSs on the terms and subject to the limitations set forth in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

**This Note, and any claim, controversy or dispute arising under or related to this Note, shall be construed in accordance with and governed by the laws of the State of New York (without regard to the conflicts of laws provisions thereof).**

In the case of any conflict between this Note and the Indenture, the provisions of the Indenture shall control and govern.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed manually or electronically by the Trustee under the Indenture.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

BILIBILI INC.

By: \_\_\_\_\_  
Name:  
Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

DEUTSCHE BANK TRUST COMPANY AMERICAS as  
Trustee, certifies that this is one of the Notes described in the  
within-named Indenture.

By: \_\_\_\_\_  
Name:  
Title:



BILIBILI INC.  
1.25% Convertible Senior Note due 2027

This Note is one of a duly authorized issue of Notes of the Company, designated as its 1.25% Convertible Senior Notes due 2027 (the “**Notes**”), limited to the aggregate principal amount of US\$800,000,000, subject to Section 2.10 of the Indenture, all issued or to be issued under and pursuant to an Indenture dated as of June 2, 2020 (the “**Indenture**”), between the Company and Deutsche Bank Trust Company Americas, as trustee (the “**Trustee**”), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties, privileges, disclaimers from liability and immunities thereunder of the Trustee, the Company and the Holders of the Notes. Additional Notes may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. The Rule 144A Notes and the Regulation S Notes initially have separate CUSIP numbers and will initially not be fungible.

In the case certain Events of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of, and interest on, all Notes may be declared, by either the Trustee or Holders of at least 25% in aggregate principal amount of Notes then outstanding, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions and certain exceptions set forth in the Indenture. In the case certain Events of Default relating to a bankruptcy (or similar proceeding) with respect to the Company or a Significant Subsidiary of the Company shall have occurred, the principal of, and interest on, all Notes shall automatically become immediately due and payable, as set forth in the Indenture.

Subject to the terms and conditions of the Indenture, the Company will make or cause the Paying Agent to make all payments in respect of the principal amount on the Maturity Date, the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, as the case may be, to the Holder who surrenders a Note to collect such payments in respect of the Note. The Company will pay or cause the Paying Agent to pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

Subject to the terms and conditions of the Indenture, Additional Amounts will be paid in connection with any payments made and deliveries caused to be made by the Company or any successor to the Company under or with respect to the Indenture and the Notes, including, but not limited to, payments of principal (including, if applicable, the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price), premium, if any, payments of interest and deliveries of ADSs or any other consideration due on conversion of a Note (together with payments of cash for any Fractional ADS or other consideration) upon conversion of the Notes to ensure that the net amount received by the beneficial owner of the Notes after any applicable withholding, deduction or reduction (and after deducting any taxes on the Additional Amounts) will equal the amounts that would have been received by such beneficial owner had no such withholding, deduction or reduction been required.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Notes, and in certain other circumstances, with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures modifying the terms of the Indenture and the Notes as described therein. It is also provided in the Indenture that, subject to certain exceptions, the Holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the Holders of all of the Notes waive any past Default or Event of Default under the Indenture and its consequences.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay or cause to be delivered, as the case may be, the principal (including the Redemption Price, the Repurchase Price and the Fundamental Change Repurchase Price, if applicable) of, accrued and unpaid interest on, and the consideration due upon conversion of, this Note at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Notes are issuable in registered form without interest coupons in denominations of US\$1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations, without payment of any service charge but, if required by the Company or Trustee, with payment of a sum sufficient to cover any transfer or similar tax that may be imposed in connection therewith as a result of the name of the Holder of the new Notes issued upon such exchange of Notes being different from the name of the Holder of the old Notes surrendered for such exchange.

The Notes may not be redeemed by the Company at its option prior to maturity other than in the event of certain Changes in Tax Law as described in Section 16.01 of the Indenture. No sinking fund is provided for the Notes.

The Holder has the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes or any portion thereof (in principal amounts of US\$1,000 or integral multiples thereof) on the relevant Repurchase Date at a price equal to the Repurchase Price.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes or any portion thereof (in principal amounts of US\$1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to the Fundamental Change Repurchase Price.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, prior to the close of business on the second Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof that is US\$1,000 principal amount of Notes or an integral multiple thereof, into ADSs at the Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture.

Terms used in this Note and defined in the Indenture are used herein as therein defined.

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## ABBREVIATIONS

The following abbreviations, when used in the inscription of the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM = as tenants in common

UNIF GIFT MIN ACT = Uniform Gifts to Minors Act

CUST = Custodian

TEN ENT = as tenants by the entireties

JT TEN = joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

SCHEDULE OF EXCHANGES OF NOTES

BILIBILI INC.  
1.25% Convertible Senior Notes due 2027

The initial principal amount of this Global Note is [ ] UNITED STATES DOLLARS (US\$[ ]). The following increases or decreases in this Global Note have been made:

| Date of exchange | Amount of decrease in principal amount of this Global Note | Amount of increase in principal amount of this Global Note | Principal amount of this Global Note following such decrease or increase | Signature of authorized signatory of Trustee |
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6 Include if a Global Note.

## [FORM OF NOTICE OF CONVERSION]

To: BILIBILI INC.

Building 3, Guozheng Center, No. 485 Zhengli Road,  
Yangpu District Shanghai, 200433  
People's Republic of China, +86 21-25099255

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Conversion Agent

Deutsche Bank Trust Company Americas  
c/o DB Services Americas, Inc., Attn: Reorg Dept.,  
5022 Gate Parkway, Suite 200, Jacksonville, FL 32256  
Ref: CUSIP: , SF1928, Bilibili Inc.  
Tel. 877-843-9767, Email: db.reorg@db.com

DEUTSCHE BANK TRUST COMPANY AMERICAS, as ADS Depositary

60 Wall Street  
New York, NY 10005  
United States  
Fax: 1-732-544-6346, Email: adr@db.com

The undersigned registered holder of this Note (ISIN: ; CUSIP: ) hereby exercises the option to convert that Note, or the portion thereof (that is US\$1,000 principal amount or an integral multiple thereof) below designated, into ADSs in accordance with the terms of the Indenture referred to in this Note, and directs that any ADSs deliverable upon such conversion, together with any cash payable for any Fractional ADS, and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder hereof unless a different name has been indicated below. Terms defined in the Unrestricted Deposit Agreement, the Restricted Deposit Agreement or the Indenture referred to in this Notice are used herein as so defined. If any ADSs or any portion of this Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all documentary, stamp, issue, transfer or similar taxes, if any, in accordance with Section 14.02(d) and Section 14.02(e) of the Indenture. Any amount required to be paid to the undersigned on account of interest accompanies this Notice.

In connection with the conversion of this Note, or the portion hereof below designated, the undersigned acknowledges, represents to and agrees with the Company that the undersigned is not an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company and has not been an "affiliate" (as defined in Rule 144 under the Securities Act) during the three months immediately preceding the date hereof.

[The undersigned further certifies:

1. The undersigned acknowledges (and if the undersigned is acting for the account of another person, that person has confirmed that it acknowledges) that the Restricted Securities received upon conversion of this Note (or securities represented thereby) have not been and are not expected to be registered under the Securities Act.

2. The undersigned further certifies that either:

(a) The undersigned is, and at the time ADSs are delivered in conversion of its Notes will be, the holder of the ADSs and the Ordinary Shares represented thereby, and (i) the undersigned is not a U.S. person (as defined in Regulation S under the Securities Act) and is located outside the United States (within the meaning of Regulation S) and acquired, or have agreed to acquire and will have acquired, the Notes being converted and the ADSs and the Ordinary Shares represented thereby being delivered in the conversion outside the United States and (ii) the undersigned is not in the business of buying and selling securities or, if the undersigned is in such business, the undersigned did not acquire the Notes being converted from the Company or any affiliate thereof in the initial distribution of the Notes.

OR

(b) The undersigned is a broker-dealer acting on behalf of its customer; its customer has confirmed to the undersigned that it is, and at the time ADSs are delivered in conversion of the said Notes will be, the holder of the ADSs and the Ordinary Shares represented thereby, and (i) it is not a U.S. person (as defined in Regulation S under the Securities Act) and it is located outside the United States (within the meaning of Regulation S) and acquired, or have agreed to acquire and will have acquired, the Notes being converted and the ADSs and the Ordinary Shares represented thereby being delivered in the conversion outside the United States and (ii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the Notes being converted from the Company or any affiliate thereof in the initial distribution of the Notes.

OR

(c) The undersigned is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) acting for its own account or for the account of one or more qualified institutional buyers and the undersigned is (or such account or accounts are) the sole beneficial owner(s) of the ADSs to be received upon conversion of the Notes.]<sup>7</sup>

[3.] The undersigned acknowledges that the undersigned (and any such other account) may not continue to hold or retain any interest in Conversion ADSs if the undersigned (or such other account) becomes an Affiliate of the Company.

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<sup>7</sup> Include if a Restricted Security.

[4. The undersigned agrees (and if the undersigned is acting for the account of another person, that person has confirmed that it agrees) that, prior to the Resale Restriction Termination Date, the undersigned (and such other account) will not offer, sell, pledge or otherwise transfer the Restricted Security (or securities represented by such Restricted Security) except in accordance with the restrictions set forth in that legend and any applicable securities laws of the United States and any state thereof.]<sup>8</sup>

The undersigned hereby instructs the ADS Depository to register the ADSs in the name of:

- 1. Name of Beneficial Owner to receive ADSs (English): \_\_\_\_\_
- 2. Address of Beneficial Owner to receive ADSs (English): \_\_\_\_\_
- 3. Name of Registered Holder of the Deposited Shares: \_\_\_\_\_
- 4. Number of Deposited Shares: \_\_\_\_\_
- 5. Number of ADSs to be issued: \_\_\_\_\_
- 6. Beneficial Owner's Tax ID Number: \_\_\_\_\_
- 7. Contact Name and Tel No/email address: \_\_\_\_\_

[The undersigned instructs the Depository to deliver the ADRs representing the ADSs to the following account:

ADS Receiving Broker ( \* are mandatory fields):

- a) DTC Broker Name\*: \_\_\_\_\_
- b) DTC Broker's Participant Account with DTC \*: \_\_\_\_\_
- c) DTC Broker Contact Name: \_\_\_\_\_
- d) DTC Broker Contact Tel No/email: \_\_\_\_\_
- e) Beneficial Owner's Account # with DTC Broker\*: \_\_\_\_\_

OR

- e) Local Broker Name (have account with DTC Broker)\*: \_\_\_\_\_
- Local Broker Sub-Account # with DTC Broker\*: \_\_\_\_\_
- Local Broker Contact Name: \_\_\_\_\_
- Local Broker Contact Tel No/email: \_\_\_\_\_

ADS Delivering Party:

Name: Deutsche Bank Trust Company Americas  
DTC Account: #2655]<sup>9</sup>

<sup>8</sup> Include if a Restricted Security.

<sup>9</sup> Include bracketed language in the conversion Notice if the Note being converted is not a Restricted Security.

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**For any ADS settlement inquiries, please contact DBTCA Broker Desk:**

Tel: +1-212-250-9100 (New York) / +44-207-547-6500 (London)

Email: [adr@db.com](mailto:adr@db.com)



Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if ADSs are to be issued, or Notes are to be delivered, other than to and in the name of the registered holder.

Fill in for registration of ADSs if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)  
Please print name and address

Principal amount to be converted (if less than all):  
US\$ \_\_\_\_\_,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

\_\_\_\_\_  
Social Security or Other Taxpayer  
Identification Number

[FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE]

To: BILIBILI INC.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from BILIBILI Inc. (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to pay to the registered holder hereof in accordance with Section 15.02 of the Indenture referred to in this Note (1) the entire principal amount of this Note, or the portion thereof (that is US\$1,000 principal amount or an integral multiple thereof) below designated, and (2) if such Fundamental Change Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest thereon to, but excluding, such Fundamental Change Repurchase Date.

In the case of Physical Notes, the certificate numbers of the Notes to be repurchased are as set forth below:

Certificate Number(s): \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Social Security or Other Taxpayer  
Identification Number

Principal amount to be repaid (if less than all): US\$ \_\_\_\_\_,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

[FORM OF REPURCHASE NOTICE]

To: BILIBILI INC.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from BILIBILI Inc. (the "Company") regarding the right of Holders to elect to require the Company to repurchase the entire principal amount of this Note, or the portion thereof (that is US\$1,000 principal amount or an integral multiple thereof) below designated, in accordance with the applicable provisions of the Indenture referred to in this Note, at the Repurchase Price to the registered Holder hereof.

In the case of certificated Notes, the certificate numbers of the Notes to be purchased are as set forth below:

Certificate Number(s): \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Social Security or Other Taxpayer  
Identification Number

Principal amount to be repaid (if less than all): US\$ \_\_\_\_\_,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

## [FORM OF ASSIGNMENT AND TRANSFER]

For value received \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ (Please insert social security or Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints attorney to transfer the said Note on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the within Note occurring prior to the Resale Restriction Termination Date, as defined in the Indenture governing such Note, the undersigned confirms that such Note is being transferred:

- To BILIBILI Inc. or a subsidiary thereof; or
- Pursuant to a registration statement that has become or been declared effective under the Securities Act of 1933, as amended; or
- Pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended [("**Rule 144A**"), and the undersigned confirms that the undersigned reasonably believes that the transferee of such Note is a "qualified institutional buyer" (within the meaning of Rule 144A) that is purchasing for its own account or for the account of another qualified institutional buyer and the undersigned has provided such transferee notice that the transfer is being made in reliance on Rule 144A]<sup>10</sup>; or
- Outside the United States in accordance with Regulation S under the Securities Act of 1933, as amended; or
- Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended (if available).

<sup>10</sup> Include if Regulation S Note.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s)

\_\_\_\_\_  
Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if Notes are to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the assignment must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

## [FORM OF AUTHORIZATION CERTIFICATE]

I, [Name], [Title], acting on behalf of BILIBILI Inc. (the “**Company**”) hereby certify that:

(A) the persons listed below are (i) authorized Officers of the Company for purposes of the Indenture (the “**Indenture**”) dated as of June 2, 2020 between the Company and Deutsche Bank Trust Company Americas, as trustee, in relation to the 1.25% Convertible Senior Notes due 2027 (the “**Notes**”), (ii) duly elected or appointed, qualified and acting as the holder of the respective office or offices set forth opposite their names and (iii) the duly authorized persons who executed or will execute the Indenture and the Notes issued pursuant to the Indenture by their manual or facsimile signatures and were at the time of such execution, duly elected or appointed, qualified and acting as the holder of the offices set forth opposite their names;

(B) each of the individuals listed below have the authority to receive call backs at the telephone numbers noted below upon request of Deutsche Bank Trust Company Americas in connection with the Notes issued pursuant to the Indenture;

(C) each signature appearing below is the person’s genuine signature; and

(D) attached hereto as Schedule I is a true, correct and complete specimen of the certificates representing the Notes.

IN WITNESS WHEREOF, I have hereunto executed and delivered this certificate on behalf of the Company as of the date indicated.

Dated: \_\_\_\_\_

[Name]

By: \_\_\_\_\_

Name:

Title:

| <u>Name</u> | Title, Fax No., Email | Signature | Tel No. |
|-------------|-----------------------|-----------|---------|
|             |                       |           |         |
|             |                       |           |         |
|             |                       |           |         |



**Description of rights of each class of securities  
registered under Section 12 of the Securities Exchange Act of 1934 (the “Exchange Act”)**

American Depositary Shares (“ADSs”) representing one Class Z ordinary share of Bilibili Inc. (we, “Bilibili” or the “Company”), as the case may be (the “Shares”) are listed and traded on the Nasdaq Global Select Market under the symbol “BILI” and, in connection with this listing (but not for trading), the shares are registered under Section 12(b) of the Exchange Act. This exhibit contains a description of the rights of (i) the holders of shares and (ii) ADS holders. Shares underlying the ADSs are held by Deutsche Bank Trust Company Americas, as depositary, and holders of ADSs will not be treated as holders of the shares.

## Shares

### *Type and Class of Securities (Item 9.A.5 of Form 20-F)*

The ordinary shares of Bilibili are divided into Class Z ordinary shares and Class Y ordinary shares, each par value \$0.0001 per share. The respective number of Class Z ordinary shares and Class Y ordinary shares outstanding as of the last day of the Company’s respective fiscal year is provided on the cover of the annual report on Form 20-F (the “Form 20-F”) of the Company. Certificates representing the ordinary shares are issued in registered form. Bilibili will issue only non-negotiable shares, and will not issue bearer or negotiable shares.

### *Preemptive Rights (Item 9.A.3 of Form 20-F)*

The shareholders of Bilibili does not have preemptive rights.

### *Limitations or Qualifications (Item 9.A.6 of Form 20-F)*

We keep and intend to maintain a dual-class voting structure. Holders of Class Z ordinary shares are entitled to one vote per share, while holders of Class Y ordinary shares are entitled to ten votes per share.

As a result of the dual-class share structure and the concentration of ownership, holders of Class Y ordinary shares will have considerable influence over matters such as decisions regarding mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. Such holders may take actions that are not in the best interest of the other shareholders of Bilibili. This concentration of ownership may discourage, delay or prevent a change in control of Bilibili, which could have the effect of depriving other shareholders of the opportunity to receive a premium for their shares as part of a sale of Bilibili and may reduce the price of the ADSs. This concentrated control will limit the ability to influence corporate matters and could discourage others from pursuing any potential merger, takeover or other change of control transactions that holders of Class Z ordinary shares and ADSs may view as beneficial.

A description of the differences between Class Z ordinary shares and Class Y ordinary shares is provided in “Part I—Item 10. Additional Information—B. Memorandum and Articles of Association—Ordinary Shares” of the Form 20-F.

### *Other Rights (Item 9.A.7 of Form 20-F)*

Not applicable.

### *Rights of the Shares (Item 10.B.3 of Form 20-F)*

See “Item 10.B. Additional Information—Memorandum and Articles of Association—Ordinary Shares” of the Form 20-F.

### *Requirements for Amendments (Item 10.B.4 of Form 20-F)*

See “Item 10.B. Additional Information—Memorandum and Articles of Association” of the Form 20-F.

*Limitations on the Rights to Own Shares (Item 10.B.6 of Form 20-F)*

There are no limitations imposed by our memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares.

*Provisions Affecting Any Change of Control (Item 10.B.7 of Form 20-F)*

See “Item 10.B. Additional Information—Memorandum and Articles of Association” of the Form 20-F.

*Ownership Threshold (Item 10.B.8 of Form 20-F)*

There are no provisions in Bilibili’s sixth amended and restated memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed. However, shareholders of Bilibili will be required to disclose shareholder ownership in accordance with applicable laws and regulations.

*Differences Between the Law of Different Jurisdictions (Item 10.B.9 of Form 20-F)*

The Companies Act is modeled after that of England but does not follow recent English statutory enactments and differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of the significant differences between the provisions of the Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

*Mergers and Similar Arrangements.* The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) “merger” means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (b) a “consolidation” means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company’s articles of association. The plan must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders of that Cayman subsidiary if a copy of the plan of merger is given to every member of that Cayman subsidiary to be merged unless that member agrees otherwise. For this purpose a company is a “parent” of a subsidiary if it holds issued shares that together represent at least ninety percent (90%) of the votes at a general meeting of the subsidiary.

The consent of each holder of a fixed or floating security interest over a constituent company is required unless this requirement is waived by a court in the Cayman Islands.

Save in certain limited circumstances, a shareholder of a Cayman constituent company who dissents from the merger or consolidation is entitled to payment of the fair value of his shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) upon dissenting to the merger or consolidation, provide the dissenting shareholder complies strictly with the procedures set out in the Companies Act. The exercise of dissenter rights will preclude the exercise by the dissenting shareholder of any other rights to which he or she might otherwise be entitled by virtue of holding shares, save for the right to seek relief on the grounds that the merger or consolidation is void or unlawful.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act.

The Companies Act also contains a statutory power of compulsory acquisition which may facilitate the “squeeze out” of dissentient minority shareholder upon a tender offer. When a tender offer is made and accepted by holders of 90% of the shares affected within four months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction is thus approved, or if a tender offer is made and accepted, a dissenting shareholder would have no rights comparable to appraisal rights, save that objectors to a takeover offer may apply to the Grand Court of the Cayman Islands for various orders that the Grand Court of the Cayman Islands has a broad discretion to make, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

*Shareholders’ Suits.* In principle, we will normally be the proper plaintiff and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, there are exceptions to the foregoing principle, including when:

- a company acts or proposes to act illegally or ultra vires;
- the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and
- those who control the company are perpetrating a “fraud on the minority.”

*Indemnification of Directors and Executive Officers and Limitation of Liability.* Cayman Islands law does not limit the extent to which a company’s memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Bilibili’s sixth amended and restated memorandum and articles of association permit indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such unless such losses or damages arise from dishonesty or fraud of such directors or officers. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

In addition, Bilibili has entered into indemnification agreements with its directors and executive officers that provide such persons with additional indemnification beyond that provided in Bilibili’s sixth amended and restated memorandum and articles of association.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

*Directors' Fiduciary Duties.* Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director acts in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, the director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the company—a duty to act bona fide in the best interests of the company, a duty not to make a profit based on his position as director (unless the company permits him to do so) and a duty not to put himself in a position where the interests of the company conflict with his personal interest or his duty to a third party. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

*Shareholder Action by Written Consent.* Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Cayman Islands law and Bilibili's sixth amended and restated articles of association provide that shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

*Shareholder Proposals.* Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

The Companies Act provide shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Bilibili's sixth amended and restated articles of association allow its shareholders holding in aggregate not less than one-third of all votes attaching to the outstanding shares of Bilibili entitled to vote at general meetings to requisition an extraordinary general meeting of the shareholders, in which case the board is obliged to convene an extraordinary general meeting and to put the resolutions so requisitioned to a vote at such meeting. Other than this right to requisition a shareholders' meeting, Bilibili's sixth amended and restated articles of association do not provide its shareholders with any other right to put proposals before annual general meetings or extraordinary general meetings. As an exempted Cayman Islands company, Bilibili is not obliged by law to call shareholders' annual general meetings.

*Cumulative Voting.* Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but Bilibili's sixth amended and restated articles of association do not provide for cumulative voting. As a result, the shareholders of Bilibili are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

*Removal of Directors.* Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under Bilibili's sixth amended and restated articles of association, directors may be removed with or without cause, by an ordinary resolution of its shareholders.

*Transactions with Interested Shareholders.* The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting share within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

*Cayman Islands law has no comparable statute.* As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority shareholders.

*Dissolution; Winding up.* Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board.

Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so. Under the Companies Act and Bilibili's sixth amended and restated articles of association, Bilibili may be dissolved, liquidated or wound up by a special resolution of its shareholders.

*Variation of Rights of Shares.* Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under Cayman Islands law and Bilibili's sixth amended and restated articles of association, if its share capital is divided into more than one class of shares, Bilibili may vary the rights attached to any class with the written consent of the holders of a majority of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

*Amendment of Governing Documents.* Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. As permitted by Cayman Islands law, Bilibili's sixth amended and restated memorandum and articles of association may only be amended with a special resolution of its shareholders.

*Rights of Non-resident or Foreign Shareholders.* There are no limitations imposed by Bilibili's sixth amended and restated memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on its shares. In addition, there are no provisions in Bilibili's sixth amended and restated memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

*Changes in Capital (Item 10.B.10 of Form 20-F)*

See “Item 10.B. Additional Information—Memorandum and Articles of Association” of the Form 20-F.

*Debt Securities (Item 12.A of Form 20-F)*

Not applicable.

*Warrants and Rights (Item 12.B of Form 20-F)*

Not applicable.

*Other Securities (Item 12.C of Form 20-F)*

Not applicable.

**American Depositary Shares (Items 12.D.1 and 12.D.2 of Form 20-F)**

The name of the depository is Deutsche Bank Trust Company Americas. The depository’s corporate trust office at which the ADSs will be administered is located at 60 Wall Street, New York, NY 10005, USA. The principal executive office of the depository is located at 60 Wall Street, New York, NY 10005, USA.

Each ADS will represent an ownership interest of one Class Z ordinary share, deposited with Deutsche Bank AG, Hong Kong Branch, as custodian for the depository. Each ADS will also represent ownership of any other securities, cash or other property which may be held by the depository.

The Direct Registration System, or DRS, is a system administered by The Depository Trust Company, or DTC, pursuant to which the depository may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depository to the ADS holders entitled thereto.

We will not treat ADS holders as our shareholders and accordingly, you, as an ADS holder, will not have shareholder rights. Cayman Islands law governs shareholder rights. The depository will be the holder of the Class Z ordinary shares underlying your ADSs. As a holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depository and you, as an ADS holder, and the beneficial owners of ADSs sets out ADS holder rights as well as the rights and obligations of the depository. The laws of the State of New York govern the deposit agreement and the ADSs.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of American Depositary Receipt. This summary does not purport to be complete and is subject to and qualified in its entirety by our Form F-6 filed on March 16, 2018 (Commission file No. 333- 223711), which is incorporated herein by reference, including the exhibits thereto. For directions on how to obtain copies of those documents, see “Item 10.H. Additional Information—Documents on Display” of the Form 20-F.

**Dividends and Other Distributions**

***How will you receive dividends and other distributions on the shares?***

The depository has agreed to pay to you the cash dividends or other distributions it or the custodian receives on Class Z ordinary shares or other deposited securities, after deducting its fees and expenses. You will receive these distributions in proportion to the number of Class Z ordinary shares your ADSs represent as of the record date (which will be as close as practicable to the record date for our Class Z ordinary shares) set by the depository with respect to the ADSs.

- **Cash.** The depository will convert or cause to be converted any cash dividend or other cash distribution we pay on the Class Z ordinary shares or any net proceeds from the sale of any Class Z ordinary shares, rights, securities or other entitlements under the terms of the deposit agreement into U.S. dollars if it can do so on a practicable basis, and can transfer the U.S. dollars to the United States and will distribute promptly the amount thus received. If the depository shall determine in its judgment that such conversions or transfers are not practical or lawful or if any government approval or license is needed and cannot be obtained at a reasonable cost within a reasonable period or otherwise sought, the deposit agreement allows the depository to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold or cause the custodian to hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid and such funds will be held for the respective accounts of the ADS holders. It will not invest the foreign currency and it will not be liable for any interest for the respective accounts of the ADS holders.

Before making a distribution, any taxes or other governmental charges, together with fees and expenses of the depositary, that must be paid, will be deducted. See "Taxation." It will distribute only whole U.S. dollars and cents and will round down fractional cents to the nearest whole cent. *If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some or all of the value of the distribution.*

- **Shares.** For any Class Z ordinary shares we distribute as a dividend or free distribution, either (1) the depositary will distribute additional ADSs representing such Class Z ordinary shares or (2) existing ADSs as of the applicable record date will represent rights and interests in the additional Class Z ordinary shares distributed, to the extent reasonably practicable and permissible under law, in either case, net of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The depositary will only distribute whole ADSs. It will try to sell Class Z ordinary shares which would require it to deliver a fractional ADS and distribute the net proceeds in the same way as it does with cash. The depositary may sell a portion of the distributed Class Z ordinary shares sufficient to pay its fees and expenses, and any taxes and governmental charges, in connection with that distribution.
- **Elective Distributions in Cash or Shares.** If we offer holders of our Class Z ordinary shares the option to receive dividends in either cash or shares, the depositary, after consultation with us and having received timely notice as described in the deposit agreement of such elective distribution by us, has discretion to determine to what extent such elective distribution will be made available to you as a holder of the ADSs. We must timely first instruct the depositary to make such elective distribution available to you and furnish it with satisfactory evidence that it is legal to do so. The depositary could decide it is not legal or reasonably practicable to make such elective distribution available to you. In such case, the depositary shall, on the basis of the same determination as is made in respect of the Class Z ordinary shares for which no election is made, distribute either cash in the same way as it does in a cash distribution, or additional ADSs representing Class Z ordinary shares in the same way as it does in a share distribution. The depositary is not obligated to make available to you a method to receive the elective dividend in shares rather than in ADSs. There can be no assurance that you will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Class Z ordinary shares.
- **Rights to Purchase Additional Shares.** If we offer holders of our Class Z ordinary shares any rights to subscribe for additional shares, the depositary shall having received timely notice as described in the deposit agreement of such distribution by us, consult with us, and we must determine whether it is lawful and reasonably practicable to make these rights available to you. We must first instruct the depositary to make such rights available to you and furnish the depositary with satisfactory evidence that it is legal to do so. If the depositary decides it is not legal or reasonably practicable to make the rights available but that it is lawful and reasonably practicable to sell the rights, the depositary will endeavor to sell the rights and in a riskless principal capacity or otherwise, at such place and upon such terms (including public or private sale) as it may deem proper distribute the net proceeds in the same way as it does with cash.

The depositary will allow rights that are not distributed or sold to lapse. In that case, you will receive no value for them.

If the depositary makes rights available to you, it will establish procedures to distribute such rights and enable you to exercise the rights upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The Depositary shall not be obliged to make available to you a method to exercise such rights to subscribe for Class Z ordinary shares (rather than ADSs).

U.S. securities laws may restrict transfers and cancellation of the ADSs represented by shares purchased upon exercise of rights. For example, you may not be able to trade these ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the ADSs described in this section except for changes needed to put the necessary restrictions in place.

There can be no assurance that you will be given the opportunity to exercise rights on the same terms and conditions as the holders of Class Z ordinary shares or be able to exercise such rights.

- **Other Distributions.** Subject to receipt of timely notice, as described in the deposit agreement, from us with the request to make any such distribution available to you, and provided the depositary has determined such distribution is lawful and reasonably practicable and feasible and in accordance with the terms of the deposit agreement, the depositary will distribute to you anything else we distribute on deposited securities by any means it may deem practicable, upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. If any of the conditions above are not met, the depositary will endeavor to sell, or cause to be sold, what we distributed and distribute the net proceeds in the same way as it does with cash; or, if it is unable to sell such property, the depositary may dispose of such property in any way it deems reasonably practicable under the circumstances for nominal or no consideration, such that you may have no rights to or arising from such property.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. This means that you may not receive the distributions we make on our shares or any value for them if we and/or the depositary determines that it is illegal or not practicable for us or the depositary to make them available to you.

## **Deposit, Withdrawal and Cancellation**

### ***How are ADSs issued?***

The depositary will deliver ADSs if you or your broker deposit Class Z ordinary shares or evidence of rights to receive Class Z ordinary shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names you request and will deliver the ADSs to or upon the order of the person or persons entitled thereto.

Except for Class Z ordinary shares deposited by us in connection with this offering, no shares will be accepted for deposit during a period of 180 days after the date of this prospectus. The 180 day lock up period is subject to adjustment under certain circumstances as described in the section entitled “Shares Eligible for Future Sales—Lock-up Agreements.”

### ***How do ADS holders cancel an American Depositary Share?***

You may turn in your ADSs at the depositary’s corporate trust office or by providing appropriate instructions to your broker. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the Class Z ordinary shares and any other deposited securities underlying the ADSs to you or a person you designate at the office of the custodian. Or, at your request, risk and expense, the depositary will deliver the deposited securities at its corporate trust office, to the extent permitted by law.



### ***How do ADS holders interchange between Certificated ADSs and Uncertificated ADSs?***

You may surrender your ADR to the depository for the purpose of exchanging your ADR for uncertificated ADSs. The depository will cancel that ADR and will send you a statement confirming that you are the owner of uncertificated ADSs. Alternatively, upon receipt by the depository of a proper instruction from a holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depository will execute and deliver to you an ADR evidencing those ADSs.

### **Voting Rights**

#### ***How do you vote?***

You may instruct the depository to vote the Class Z ordinary shares or other deposited securities underlying your ADSs at any meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities. *Otherwise, you could exercise your right to vote directly if you withdraw the Class Z ordinary shares. However, you may not know about the meeting sufficiently enough in advance to withdraw the Class Z ordinary shares.*

If we ask for your instructions and upon timely notice from us by regular, ordinary mail delivery, or by electronic transmission, as described in the deposit agreement, the depository will notify you of the upcoming meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities, and arrange to deliver our voting materials to you. The materials will include or reproduce (a) such notice of meeting or solicitation of consents or proxies; (b) a statement that the ADS holders at the close of business on the ADS record date will be entitled, subject to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities, to instruct the depository as to the exercise of the voting rights, if any, pertaining to the Class Z ordinary shares or other deposited securities represented by such holder's ADSs; and (c) a brief statement as to the manner in which such instructions may be given or deemed given in accordance with the second to last sentence of this paragraph if no instruction is received, to the depository to give a discretionary proxy to a person designated by us. Voting instructions may be given only in respect of a number of ADSs representing an integral number of Class Z ordinary shares or other deposited securities. For instructions to be valid, the depository must receive them in writing on or before the date specified. The depository will try, as far as practical, subject to applicable law and the provisions of our memorandum and articles of association, to vote or to have its agents vote the Class Z ordinary shares or other deposited securities (in person or by proxy) as you instruct. The depository will only vote or attempt to vote as you instruct. If we timely requested the depository to solicit your instructions but no instructions are received by the depository from an owner with respect to any of the deposited securities represented by the ADSs of that owner on or before the date established by the depository for such purpose, the depository shall deem that owner to have instructed the depository to give a discretionary proxy to a person designated by us with respect to such deposited securities, and the depository shall give a discretionary proxy to a person designated by us to vote such deposited securities. However, no such instruction shall be deemed given and no such discretionary proxy shall be given with respect to any matter if we inform the depository we do not wish such proxy given, substantial opposition exists or the matter materially and adversely affects the rights of holders of the Class Z ordinary shares.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depository to vote the Class Z ordinary shares underlying your ADSs. In addition, there can be no assurance that ADS holders and beneficial owners generally, or any holder or beneficial owner in particular, will be given the opportunity to vote or cause the custodian to vote on the same terms and conditions as the holders of our Class Z ordinary shares.

The depository and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. *This means that you may not be able to exercise your right to vote and you may have no recourse if the Class Z ordinary shares underlying your ADSs are not voted as you requested.*

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, we will give the depositary notice of any such meeting and details concerning the matters to be voted at least 30 business days in advance of the meeting date.

## **Compliance with Regulations**

### **Information Requests**

Each ADS holder and beneficial owner shall (a) provide such information as we or the depositary may request pursuant to law, including, without limitation, relevant Cayman Islands law, any applicable law of the United States of America, our memorandum and articles of association, any resolutions of our Board of Directors adopted pursuant to such memorandum and articles of association, the requirements of any markets or exchanges upon which the Class Z ordinary shares, ADSs or ADRs are listed or traded, or to any requirements of any electronic book-entry system by which the ADSs or ADRs may be transferred, regarding the capacity in which they own or owned ADRs, the identity of any other persons then or previously interested in such ADRs and the nature of such interest, and any other applicable matters, and (b) be bound by and subject to applicable provisions of the laws of the Cayman Islands, our memorandum and articles of association, and the requirements of any markets or exchanges upon which the ADSs, ADRs or Class Z ordinary shares are listed or traded, or pursuant to any requirements of any electronic book-entry system by which the ADSs, ADRs or Class Z ordinary shares may be transferred, to the same extent as if such ADS holder or beneficial owner held Class Z ordinary shares directly, in each case irrespective of whether or not they are ADS holders or beneficial owners at the time such request is made.

### **Disclosure of Interests**

Each ADS holder and beneficial owner shall comply with our requests pursuant to Cayman Islands law, the rules and requirements of the New York Stock Exchange and any other stock exchange on which the Class Z ordinary shares are, or will be, registered, traded or listed or our memorandum and articles of association, which requests are made to provide information, inter alia, as to the capacity in which such ADS holder or beneficial owner owns ADS and regarding the identity of any other person interested in such ADS and the nature of such interest and various other matters, whether or not they are ADS holders or beneficial owners at the time of such requests.

### **Payment of Taxes**

You will be responsible for any taxes or other governmental charges payable, or which become payable, on your ADSs or on the deposited securities represented by any of your ADSs. The depositary may refuse to register or transfer your ADSs or allow you to withdraw the deposited securities represented by your ADSs until such taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your ADSs to pay any taxes owed and you will remain liable for any deficiency. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay to you any net proceeds, or send to you any property, remaining after it has paid the taxes. You agree to indemnify us, the depositary, the custodian and each of our and their respective agents, directors, employees and affiliates for, and hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from any refund of taxes, reduced rate of withholding at source or other tax benefit obtained for you. Your obligations under this paragraph shall survive any transfer of ADRs, any surrender of ADRs and withdrawal of deposited securities or the termination of the deposit agreement.

## **Reclassifications, Recapitalizations and Mergers**

|  |  |
|--|--|
| <b>If we:</b><br>Change the nominal or par value of our Class Z ordinary shares  | <b>Then:</b><br>The cash, shares or other securities received by the depositary will become deposited securities.  |
| Reclassify, split up or consolidate any of the deposited securities  | Each ADS will automatically represent its equal share of the new deposited securities.   |
| Distribute securities on the Class Z ordinary shares that are not distributed to you, or Recapitalize, reorganize, merge, liquidate, sell all or substantially all of our assets, or take any similar action | The depositary may distribute some or all of the cash, shares or other securities it received. It may also deliver new ADSs or ask you to surrender your outstanding ADRs in exchange for new ADRs identifying the new deposited securities. |

## **Amendment and Termination**

### ***How may the deposit agreement be amended?***

We may agree with the depositary to amend the deposit agreement and the form of ADR without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, including expenses incurred in connection with foreign exchange control regulations and other charges specifically payable by ADS holders under the deposit agreement, or materially prejudices a substantial existing right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. *At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.* If any new laws are adopted which would require the deposit agreement to be amended in order to comply therewith, we and the depositary may amend the deposit agreement in accordance with such laws and such amendment may become effective before notice thereof is given to ADS holders.

### ***How may the deposit agreement be terminated?***

The depositary will terminate the deposit agreement if we ask it to do so, in which case the depositary will give notice to you at least 90 days prior to termination. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign, or if we have removed the depositary, and in either case we have not appointed a new depositary within 90 days. In either such case, the depositary must notify you at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: collect distributions on the deposited securities, sell rights and other property and deliver Class Z ordinary shares and other deposited securities upon cancellation of ADSs after payment of any fees, charges, taxes or other governmental charges. Six months or more after the date of termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, for the *pro rata* benefit of the ADS holders that have not surrendered their ADSs. It will not invest the money and has no liability for interest. After such sale, the depositary's only obligations will be to account for the money and other cash. After termination, we shall be discharged from all obligations under the deposit agreement except for our obligations to the depositary thereunder.

## **Books of Depositary**

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the Company, the ADRs and the deposit agreement.

The depositary will maintain facilities in the Borough of Manhattan, The City of New York to record and process the issuance, cancellation, combination, split-up and transfer of ADRs.

These facilities may be closed at any time or from time to time when such action is deemed necessary or advisable by the depositary in connection with the performance of its duties under the deposit agreement or at our reasonable written request.

## Limitations on Obligations and Liability

### *Limits on our Obligations and the Obligations of the Depositary and the Custodian; Limits on Liability to Holders of ADSs*

The deposit agreement expressly limits our obligations and the obligations of the depositary and the custodian. It also limits our liability and the liability of the depositary. The depositary and the custodian:

- are only obligated to take the actions specifically set forth in the deposit agreement without gross negligence or willful misconduct;
- are not liable if any of us or our respective controlling persons or agents are prevented or forbidden from, or subjected to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement and any ADR, by reason of any provision of any present or future law or regulation of the United States or any state thereof, the Cayman Islands or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of our memorandum and articles of association or any provision of or governing any deposited securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, revolutions, rebellions, explosions and computer failure);
- are not liable by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our memorandum and articles of association or provisions of or governing deposited securities;
- are not liable for any action or inaction of the depositary, the custodian or us or their or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, any person presenting Class Z ordinary shares for deposit or any other person believed by it in good faith to be competent to give such advice or information;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement;
- are not liable for any special, consequential, indirect or punitive damages for any breach of the terms of the deposit agreement, or otherwise;
- may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party;
- disclaim any liability for any action or inaction of any of us or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, accountants, any person presenting Class Z ordinary shares for deposit, holders and beneficial owners (or authorized representatives) of ADSs, or any person believed in good faith to be competent to give such advice or information; and
- disclaim any liability for inability of any holder to benefit from any distribution, offering, right or other benefit made available to holders of deposited securities but not made available to holders of ADS.

The depositary and any of its agents also disclaim any liability (i) for any failure to carry out any instructions to vote, the manner in which any vote is cast or the effect of any vote or failure to determine that any distribution or action may be lawful or reasonably practicable or for allowing any rights to lapse in accordance with the provisions of the deposit agreement, (ii) the failure or timeliness of any notice from us, the content of any information submitted to it by us for distribution to you or for any inaccuracy of any translation thereof, (iii) any investment risk associated with the acquisition of an interest in the deposited securities, the validity or worth of the deposited securities, the credit-worthiness of any third party, (iv) for any tax consequences that may result from ownership of ADSs, Class Z ordinary shares or deposited securities, or (v) for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising wholly after the removal or resignation of the depositary, provided that in connection with the issue out of which such potential liability arises the depositary performed its obligations without gross negligence or willful misconduct while it acted as depositary.

In addition, the deposit agreement provides that each party to the deposit agreement (including each holder, beneficial owner and holder of interests in the ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any lawsuit or proceeding against the depositary or Bilibili related to its shares, the ADSs or the deposit agreement.

In the deposit agreement, we *and the depositary* agree to indemnify *each other* under certain circumstances.

### **Requirements for Depositary Actions**

Before the depositary will issue, deliver or register a transfer of an ADS, split-up, subdivide or combine ADSs, make a distribution on an ADS, or permit withdrawal of Class Z ordinary shares, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any Class Z ordinary shares or other deposited securities and payment of the applicable fees, expenses and charges of the depositary;
- satisfactory proof of the identity and genuineness of any signature or any other matters contemplated in the deposit agreement; and
- compliance with (A) any laws or governmental regulations relating to the execution and delivery of ADRs or ADSs or to the withdrawal or delivery of deposited securities and (B) such reasonable regulations and procedures as the depositary may establish, from time to time, consistent with the deposit agreement and applicable laws, including presentation of transfer documents.

The depositary may refuse to issue and deliver ADSs or register transfers of ADSs generally when the register of the depositary or our transfer books are closed or at any time if the depositary or we determine that it is necessary or advisable to do so.

### **Your Right to Receive the Shares Underlying Your ADSs**

You have the right to cancel your ADSs and withdraw the underlying Class Z ordinary shares at any time except:

- when temporary delays arise because: (1) the depositary has closed its transfer books or we have closed our transfer books; (2) the transfer of Class Z ordinary shares is blocked to permit voting at a shareholders' meeting; or (3) we are paying a dividend on our Class Z ordinary shares;
- when you owe money to pay fees, taxes and similar charges;
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of Class Z ordinary shares or other deposited securities, or
- other circumstances specifically contemplated by Section I.A.(1) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time); or
- for any other reason if the depositary or we determine, in good faith, that it is necessary or advisable to prohibit withdrawals.

The depositary shall not knowingly accept for deposit under the deposit agreement any Class Z ordinary shares or other deposited securities required to be registered under the provisions of the Securities Act, unless a registration statement is in effect as to such Class Z ordinary shares.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

### **Direct Registration System**

In the deposit agreement, all parties to the deposit agreement acknowledge that the DRS and Profile Modification System, or Profile, will apply to uncertificated ADSs upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depositary to the ADS holders entitled thereto. Profile is a required feature of DRS which allows a DTC participant, claiming to act on behalf of an ADS holder, to direct the depositary to register a transfer of those ADSs to DTC or its nominee and to deliver those ADSs to the DTC account of that DTC participant without receipt by the depositary of prior authorization from the ADS holder to register such transfer.

**Power of Attorney**

Date: December 23, 2020

Place: Shanghai

I, **Chen Rui**, a citizen of the People's Republic of China with ID card no. \*\*\*, on the execution date of this Power of Attorney (hereinafter referred to as "**this Power of Attorney**"), holds 100% equity of Shanghai Kuanyu Digital Technology Co., Ltd. (hereinafter referred to as the "**Company**") corresponding to a capital contribution of RMB 100,000,000 (hereinafter referred to as the "**Target Equity**").

**Whereas:**

1. Hode Shanghai Limited (hereinafter referred to as the "**Attorney**"), the related parties and I executed an Exclusive Option Agreement (hereinafter referred to as the "**Exclusive Option Agreement**") on December 23, 2020. When the laws of the People's Republic of China permit and the corresponding conditions are met, if the Attorney makes a purchase request according to its independent judgment: (a) I shall transfer all or part of my equity in the Company to the Attorney or its designated party at its request; (b) the Company shall, at its request, transfer all or part of its assets to the Attorney or to its designated party;
2. The Attorney and the Company executed an Exclusive Business Cooperation Agreement (hereinafter referred to as the "**Business Cooperation Agreement**") on December 23, 2020, whereby the Attorney shall provide the Company with exclusive technical services, technical advice and other services; and
3. I signed a Power of Attorney (hereinafter referred to as the "**Original Power of Attorney**") on April 24, 2019. I hereby agree to amend and restate the terms and conditions of the Original Power of Attorney and agree to execute this Power of Attorney in lieu of the Original Power of Attorney.

I hereby irrevocably authorize the Attorney to exercise the rights hereunder within the term hereof.

**1. Entrusted Rights**

I unconditionally and irrevocably undertake to authorize the Attorney or, at the direction of the Attorney, to authorize the director of its direct or indirect overseas parent company it designated and a liquidator or any other successor acting for such director (except any person who is non-independent or who may cause any potential conflicts of interest)(hereinafter referred to as the "**Trustees**") to exercise all the shareholder rights as a shareholder of the Company. Such rights (hereinafter referred to as the "**Entrusted Rights**") include but are not limited to:

- 1) proposing, convening and attending the shareholders' meeting of the Company in accordance with the Company's articles of association, and sign any and all written resolutions and minutes for and on my behalf, as my agent;

- 2) exercising the rights of shareholders to vote, to appoint directors and amend the articles of association I am entitled to according to the PRC laws (including any laws, regulations, rules, notices or other legally binding documents issued by any central or local legislative, administrative or judicial authority of Mainland China prior to or after the signing of this Power of Attorney, hereinafter referred to as the “**PRC Laws**”) and the articles of association of the Company (including any other voting rights as stipulated in the amended articles of association); taking over or managing the business of the Company, dissolving or liquidating the Company; forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group during the liquidation period according to law;
- 3) nominating, designating, appointing or replacing, on behalf of me, the legal representative, board chairman, directors, supervisors of the Company and other senior management officers who shall be appointed or removed by the shareholder (or the shareholders’ meeting), in accordance with the articles of association of the Company; instituting proceedings against, or taking other legal actions against, the directors, supervisors or senior management officers of the Company when their actions impair the interests of the Company or its shareholders;
- 4) signing the relevant equity transfer agreement, asset transfer agreement, resolution of the shareholders’ meeting/shareholder’s decision and other relevant documents on my behalf, and handling the procedures of government approval, registration and filing required for the transfer, when I transfer the shares of the Company under the Exclusive Option Agreement and agree to transfer the assets of the Company; and
- 5) signing the minutes of the meeting, written resolutions and/or other relevant documents of the shareholders’ meeting and filing the documents with the competent administration for market regulation and any other governmental authority.

## **2. Representations and Warranties Related to the Entrusted Rights**

- 2.1 I undertake not to engage in any action in violation of the purpose or intention of this Power of Attorney nor use the information obtained from the Attorney to cause the conflict between the interest of the Attorney and its shareholders.
- 2.2 I undertake that the authorization hereunder will not lead to a real or potential conflict of interest between me and the Attorney. If there is a potential conflict of interest between me and the Attorney or the direct or indirect overseas parent company of the Attorney or any other subsidiary of such overseas parent company, without conflict with the PRC Laws, I will give a priority to the protection and will not harm the interests of the Attorney or the direct or indirect overseas parent company of the Attorney. In the event that I am a director or senior management officer of the Attorney or direct or indirect overseas parent company of the Attorney, I will authorize the Attorney or, at the direction of the Attorney, any other director or senior management officer other than me to exercise the rights hereunder.
- 2.3 I undertake that, without the prior written consent of the Attorney, I will not, in any way, directly or indirectly participate in, engage in any business that has or may compete with the business of the Attorney, the Company and any company under the control of the Attorney or the Company, or hold the rights, interests and assets of any relevant entity that has or may have a competitive business with the Attorney, the Company and any company under the control of the Attorney or the Company, and that the Attorney will have the right to ultimately determine whether or not I have or may have any of the above circumstances.

- 2.4 I hereby undertake that, in the event of bankruptcy, liquidation, dissolution or termination of the Company, all the assets, including the equity of the Company, acquired by me after the bankruptcy, liquidation, dissolution or termination of the Company, will be transferred to the Attorney or the party designated by the Attorney free of charge or at the lowest price permitted by Chinese law at that time or will be disposed of by the liquidator at that time on the basis of the protection of the interests of the direct or indirect shareholders and/or creditors of the Attorney.
- 2.5 I agree that the Attorney will have the right to entrust the Trustees with matters under Article 1 hereof. The Trustees and/or the Attorney exercise the Entrusted Rights as I personally exercise the rights of shareholders. The authorization and entrustment of such Entrusted Rights shall be based on the precondition that the person designated by the Attorney is the director of its direct or indirect overseas parent company and the liquidator or other successor acting as such director, and I agree to the above authorization and entrustment. When the Attorney gives me a written notice to replace the Trustees, I will immediately appoint other entities or Chinese citizens designated by the Attorney and to the satisfaction of the Trustees at that time to exercise the above Entrusted Rights. The new authorization in line with this Power of Attorney may replace the original authorization once it is made. In addition, I will not revoke the entrustment and authorization made to the Trustees and/or the Attorney.
- 2.6 I will acknowledge and approve any legal consequence arising from the exercise of the above Entrusted Rights by the Trustees and/or the Attorney in accordance with this Power of Attorney and will bear the corresponding legal liability.
- 2.7 All the actions of the Trustees and/ or the Attorney relating to the equity of the Company and/or the other Entrusted Rights shall be the actions of mine. All the meeting minutes and resolutions of the shareholders' meeting or shareholder's decisions, as appropriate, signed by the Trustees and/ or the Attorney shall be deemed to be signed by me. The Trustees and/or the Attorney may act according to their own will without prior consent of mine, but after the resolution of the shareholders' meeting or the decision of the shareholder (as the case may be), the Trustees and/or the Attorney shall inform me in time. I hereby acknowledge and approve such acts and/or documents of the Trustees and/or the Attorney.
- 2.8 During the term of this Power of Attorney, I agree and acknowledge that I will not exercise all the rights relating to the equity of the Company authorized to the Trustees and/or the Attorney herein without the prior written consent of the Attorney.
- 2.9 In the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other occurrence that may affect the exercise of the Company's equity rights held by me, the shareholder or transferee holding the original Target Equity of mine shall be deemed to be a party hereto, inheriting/assuming all my rights and obligations hereunder.

### **3. Entrustment Term**

- 3.1 This Power of Attorney shall take effect from the execution date and shall be irrevocable and shall remain in force unless the Attorney gives the contrary written instruction, or this Power of Attorney terminates in accordance with Article 3.2 hereof.



- 3.2 This Power of Attorney will be automatically terminated on the date on which the Attorney or the relevant party designated by the Attorney is registered as the sole shareholder of the Company, once the PRC Laws allow the Attorney or the Attorney's direct or indirect overseas parent company or a subsidiary directly or indirectly controlled by the Attorney's foreign parent company to directly hold shares in the Company and legally engage in the Company's business.

#### **4. Applicable Law and Dispute Settlement**

- 4.1 The execution, effectiveness, interpretation, performance, modification and termination of this Power of Attorney and the settlement of disputes hereunder shall be governed by the PRC Laws.
- 4.2 Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Attorney and I. If the Attorney and I fail to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other Parties to settle such dispute through negotiation, any Party may submit such dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Attorney and I. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The arbitral tribunal may rule on the Company's equity interests, assets or property interests as the compensation or satisfaction to the Attorney for the losses caused by the breach of contract hereunder, rule on injunctive relief in respect of the relevant business or asset transfer, or order the Company to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where the Company is incorporated and where the Company or the Attorney's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of the Company's business, restrictions on and/or disposition of the Company's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of the Company, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling that the breaching party not to carry out acts that may lead to further expansion of the loss suffered by the Attorney.
- 4.3 After the execution of this Power of Attorney, if at any time, due to the promulgation or change of any PRC Laws, or due to the change of interpretation or application of such PRC Laws, the following provisions shall apply: if the change of law or the newly promulgated provisions directly or indirectly materially affect the economic interests of the Attorney hereunder, the Attorney and I shall consult in time and make all necessary amendments to this Power of Attorney in order to make the best and reasonable efforts to maintain the economic interests of the Attorney hereunder.

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- 4.4 Where the stock exchange of Hong Kong or NASDAQ of the United States or other regulatory agency proposes any amendment to this Power of Attorney, or where the listing rules or other relevant regulations, rules, codes, guidelines of Hong Kong or NASDAQ of the United States require amending this Power of Attorney or any arrangement hereunder, I shall amend this Power of Attorney accordingly in accordance with the requirements and instructions of the Attorney.

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IN WITNESS WHEREOF, this Power of Attorney was executed as of the date and place set forth at the beginning hereof.

**Chen Rui**

By: /s/ Chen Rui

*Signature page of Power of Attorney*

### Equity Pledge Agreement

This Equity Pledge Agreement (hereinafter referred to as **“this Agreement”**) is made and entered into by and among the following parties in Shanghai, China on December 23, 2020:

**Party A:** **HODE SHANGHAI LIMITED**, a wholly foreign-owned enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 4031, 4/F, Building 1, No. 310 Fasai Road, China (Shanghai) Pilot Free Trade Zone (hereinafter referred to as **“the Pledgee”**).

**Party B:** **CHEN RUI**, a citizen of the PRC with ID card no. \*\*\*;  
(hereinafter referred to as **“the Pledgor”**).

**Party C:** **SHANGHAI KUANYU DIGITAL TECHNOLOGY CO., LTD.**, a limited liability enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 801, No. 489 Zhengli Road, Yangpu District, Shanghai.

In this Agreement, the Pledgee, the Pledgor and Party C shall hereinafter be individually referred to as a **“Party”** and collectively as the **“Parties”**.

#### Whereas:

1. Party C is a limited liability company registered in Shanghai, China, with a registered capital of RMB100,000,000. The Pledgor is a shareholder of Party C on the execution date hereof and hold a total of 100% shares in Party C.
2. The Pledgee is a wholly foreign-owned enterprise registered in Shanghai, China. The Pledgee and Party C executed an Exclusive Business Cooperation Agreement (hereinafter referred to as the **“Business Cooperation Agreement”**), whereby the Pledgee shall provide Party C with exclusive technical services, technical advice and other services; and
3. The related parties hereto executed an Exclusive Option Agreement (hereinafter referred to as the **“Exclusive Option Agreement”**) on the execution date hereof. When the PRC Laws permit and the corresponding conditions are met, if the Pledgee makes a purchase request: (a) the Pledgor shall, at its request, transfer all or part of its equity in Party C to the Pledgee and/or to any other entity or individual it designates; (b) Party C shall, at its request, transfer all or part of its assets to the Pledgee and/or to any other entity or individual it designates;
4. Chen Rui has executed a Power of Attorney (hereinafter referred to as the **“Power of Attorney”**) on the execution date hereof, and the Pledgor irrevocably entrusts the Pledgee and/or the person designated by it at that time to exercise on behalf of the Pledgor all the voting rights of the shareholder held by it in Party C; and
5. Party A, Party B and Party C intend to execute this Agreement on the equity pledge provided by Party B to Party A, as the security for the performance of the Contractual Obligations (as defined below) and the settlement of the Secured Indebtedness (as defined below) by the Pledgor, and the Pledgor shall pledge to the Pledgee all the shares in Party C held by the Pledgee.

## 1. Definitions

Unless otherwise defined by the Agreement, the following words herein shall have the meanings as follows:

- 1.1 **“Pledge”** shall mean the Security Interest granted by the Pledgor to the Pledgee under Article 2 hereof, i.e. the right the Pledgee is entitled to and to be repaid firstly with the discount, conversion, auction or sale price of the equity pledged by the Pledgor to the Pledgee.
- 1.2 **“Equity”** shall mean all the equity in Party C that is held and may be disposed of by the Pledgor at the time of entry into force of this Agreement and is pledged to the Pledgee in accordance with this Agreement as security for the performance of its Contractual Obligations and Secured Indebtedness with Party C (including all the equity interests owned by the Pledgor at present and constituting all the registered capital of Party C and all the equity interests held by the Pledgor in any form from time to time for any reason in the future) and any additional equity in accordance with Article 6.5 hereof.
- 1.3 **“Pledge Term”** shall mean the term as defined in Article 3 hereof.
- 1.4 **“Default Event”** shall mean any circumstance as set forth in Article 7 hereof.
- 1.5 **“Default Notice”** shall mean the notice delivered by the Pledgee according to this Agreement to declare Default Event.
- 1.6 **“Contractual Obligations”** shall mean all the Contractual Obligations of the Pledgor under the Exclusive Option Agreement and all the obligations under the Power of Attorney; all the Contractual Obligations of Party C under the Business Cooperation Agreement and the Exclusive Option Agreement; and all the Contractual Obligations of the Pledgor and Party C hereunder.
- 1.7 **“Original Transaction Agreements”** shall mean the Exclusive Option Agreement, the Exclusive Technology Consulting and Services Agreement and the Power of Attorney signed by the Pledgee, the Pledgor and/or Party C on April 24, 2019.
- 1.8 **“Original Pledge Agreement”** shall mean the Equity Pledge Contract signed by the Pledgee and the Pledgor on April 24, 2019.
- 1.9 **“Transaction Agreements”** shall mean the Business Cooperation Agreement, Exclusive Option Agreement and the Power of Attorney, and shall be the revision and restatement of the Original Transaction Agreements.
- 1.10 **“Secured Indebtedness”** shall mean (a) all the payments due to the Pledgee by Party C and/or the Pledgor (including but not limited to, consultancy and service fees payable to the Pledgee under the Transaction Agreements and any payment (whether on the specified maturity date, through prepayment or otherwise) and its interest, liquidated damages (if any), indemnity and attorney’s fee, arbitration fee, equity assessment and auction fee and other fees to realize the Pledge); (b) all direct, indirect, derivative and foreseeable losses suffered by the Pledgee as a result of any breach of contract by the Pledgor or Party C, the amount of which shall be based on, but not limited to, the reasonable business plan and profit forecast of the Pledgee; and (c) all costs incurred by the Pledgee in enforcing the Pledgor and/or Party C to perform their/its Contractual Obligations.

- 1.11 **“PRC Laws”** shall mean the laws, regulations, rules, notices or other legally binding documents issued by any central or local legislative, administrative or judicial authority of Mainland China prior to or after the execution of this Agreement.
- 1.12 **“Security Interest”** shall include mortgage, pledge, lien and any security over third party right or interest, any equity interest call option, acquisition right, right of first refusal, set-off right, ownership retention or other security arrangements.

## 2. Pledge

- 2.1 As a guarantee for the timely and complete payment of the Secured Indebtedness and the performance of the Contractual Obligations, the Pledgor hereby pledge the equity to the Pledgee who shall be repaid in the first order as agreed in this Agreement. Party C agrees that the Pledgor will pledge the equity to the Pledgee in accordance with this Agreement.
- 2.2 The Parties understand and agree that the valuation of the currency resulting from or associated with the Secured Indebtedness until the date of final accounts (as defined in Article 2.4) is a variable and floating valuation. The Pledgor and the Pledgee may, by agreement of the Parties to amend and supplement this Agreement, adjust and confirm from time to time the maximum amount of the Secured Indebtedness to be secured before the Date of Final Accounts due to the change in the valuation of the Secured Indebtedness and the equity currency.
- 2.3 In any of the following events (hereinafter referred to as **“Event of Final Accounts”**), the value of the Secured Indebtedness shall be determined on the basis of the total amount of the Secured Indebtedness due and unpaid by Party C and/or the Pledgor to the Pledgee on the Date of the Event of Final Accounts (hereinafter referred to as the **“Determined Indebtedness”**):
- (a) Where the Business Cooperation Agreement, the Exclusive Option Agreement or the Power of Attorney is terminated in accordance with the relevant provisions thereunder, resulting in the Pledgee serving to the Pledgor a written notice determining the Secured Indebtedness;
  - (b) Where a Default Event under Article 7 hereof has occurred and has not been resolved, resulting in the Pledgee serving a Default Notice to the Pledgor in accordance with Article 7.3;
  - (c) Where the Pledgee, through an appropriate investigation, reasonably believes that the Pledgor and/or Party C are/is insolvent or may be insolvent; or
  - (d) Any other event requiring the determination of the Secured Indebtedness in accordance with the provisions of the PRC Laws.
- 2.4 For the avoidance of doubt, the date of occurrence of the Event of Final Accounts shall be the date of final accounts (hereinafter referred to as the **“Date of Final Accounts”**). The Pledgee shall have the right to realize the pledge in accordance with Article 8 on or after the Date of Final Accounts.
- 2.5 During the Pledge Term, the Pledgee shall have the right to deposit any bonus, dividend or any other distributable benefit arising from the equity (hereinafter referred to as **“Interest”**) and to use it for the priority repayment of the Secured Indebtedness. The Pledgor shall, upon receipt of the written request of the Pledgee, deposit (or induce Party C to deposit) the Interest into the account designated in writing by the Pledgee, subject to the supervision of the Pledgee; the above Interest deposited in the account designated by the Pledgee in writing shall not be withdrawn by the Pledgor without the written consent of the Pledgee.

- 2.6 During the term of this Agreement, the Pledgee shall not be liable for any reduction in the value of the equity unless due to the intentional or gross negligence of the Pledgee, and the Pledgor shall not have the right to pursue or make any claim against the Pledgee in any form.
- 2.7 The equity pledge established hereunder is a continuous guarantee and its validity shall extend until any one of the circumstances as listed in Article 3.1 hereof happens. Any waiver or concession of any breach of contract by the Pledgor or any delay in the exercise by the Pledgee of any of its rights under the Transaction Agreements and this Agreement shall not affect the rights of the Pledgee under this Agreement, the Transaction Agreements and the relevant RPC Laws at any time thereafter to require the Pledgor and Party C to strictly perform their obligations under the Transaction Agreements and this Agreement or to exercise the rights of the Pledgee as a result of the subsequent breach of the Transactions Agreements and/or this Agreement by the Pledgor and Party C.

### 3. Pledge Term

- 3.1 The Pledge shall take effect from the date of registration of the pledged equity under this Agreement at the competent administration for market regulation (hereinafter referred to as the “**Registry**”) in the place where Party C is located, the term of the pledge (hereinafter referred to as the “**Pledge Term**”) shall be from the above effective date until: (a) the last Secured Indebtedness and Contractual Obligation secured by the pledge is fully repaid and fulfilled; (b) the Pledgee decides, subject to the PRC Laws, to purchase all the equity of Party C held by the Pledgor in accordance with the Exclusive Option Agreement, and all the equity of Party C has been transferred to the name of the Pledgee and/or its designated party, the Pledgee and/or its designated party and its subsidiaries and branches may legally engage in the business of Party C with above equity according to law; or (c) the Pledgee decides, subject to the PRC Laws, to purchase all the assets of Party C in accordance with the Exclusive Option Agreement, and all the assets of Party C have been transferred to the name of the Pledgee and/or its designated party, the Pledgee and/or its designated party and its subsidiaries and branches may legally engage in the business of Party C with above assets according to law; or (d) the Pledgee unilaterally requests the termination of this Contract (the right of the Pledgee to terminate this Agreement is the right without any restrictive conditions, and the right only belongs to the Pledgee, and the Pledgor or Party C does not have the right to terminate this Agreement unilaterally); or (e) the pledge shall be terminated in accordance with the applicable laws and regulations of China.
- 3.2 During the Pledge Term, if the Pledgor and/or Party C fail to perform their Contractual Obligations or repay the Secured Indebtedness (including but not limited to the failure to pay the service fee in accordance with the Business Cooperation Agreement or failure to fulfill any other provision of any transaction agreement), the Pledgee shall have the right other than the obligation to dispose of the Pledge in accordance with this Agreement.

### 4. Registration of Pledge and Custody of Equity Records

- 4.1 The Parties acknowledge that this Agreement and the Transaction Agreement are re-signed for the revision of the Original Pledge Agreement and the Original Transaction Agreements. Prior to the execution of this Agreement, the Parties have completed the registration of the equity pledge at the Registry for the Original Pledge Agreement. The Parties agree that, as this Agreement and the Original Pledge Agreement are consistent such registered matters as the company of the pledged equity, the amount of the pledged equity, the Pledgor, the Pledgee, there may not have a second equity pledge registration. In order to avoid ambiguity, for the purpose hereof, if any provision of the Original Pledge Agreement conflicts with any provision of this Agreement, the provision of this Agreement shall prevail, and the provision of the Original Pledge Agreement that does not conflict with this Agreement shall continue to be valid.

- 4.2 Within the Pledge Term as set forth herein, Party C/the Pledgor shall deliver the original of the certificate of equity contribution, the register of shareholders bearing the Pledge (in the form as set forth in **Annex I**) (and other documents reasonably required by the Pledgee, including but not limited to the registration notice of equity pledge establishment issued by the competent administration for market regulation) to the Pledgee for custody. The Pledgee shall keep such documents throughout the Pledge Term as provided herein.

**5. Representations and Warranties of the Pledgor and Party C**

**The representations and warranties of the Pledgor to the Pledgee are as follows:**

- 5.1 The Pledgor is a natural person with full capacity for civil conduct and capacity for civil rights, and has the right to execute, deliver and perform this Agreement, and can act as an independent subject of litigation.
- 5.2 The Pledgor is the legal and beneficial owner of the Equity of Party C, and the Pledgor has the full right and capability to pledge the Equity to the Pledgee in accordance with the provisions of this Agreement, and the Pledgor has the right to dispose of the Equity and any part thereof. Except subject to this Agreement and the Transaction Agreements between the Pledgor and the Pledgee, it has legal and complete ownership of the Equity.
- 5.3 The Pledgee shall have the right to dispose of and transfer the Equity as specified in this Agreement.
- 5.4 Except for the Pledge hereunder, the Pledgor does not create any Security Interests or other encumbrance on the Equity, there is no dispute over the ownership of the Equity, there are no subscribed contributions, taxes, fees payable but unpaid in connection with the Equity, the Equity is not subject to any seizure or other legal proceedings or a similar threat and may be used for pledge and transfer under the applicable law.
- 5.5 The execution of this Agreement by the Pledgor and the exercise of its rights hereunder or the performance of its obligations hereunder shall not violate or contravene the PRC Laws, any judicial decisions, rulings of any arbitration agency, decisions of any administrative agency, any agreement or contract to which the Pledgor is a party or which is binding on its assets, or any undertaking made by the Pledgor to any third party.
- 5.6 All documents, information, statements and documents provided by the Pledgor to the Pledgee, whether provided before or after the entry into force hereof and during the Pledge Term, are true, accurate, complete and valid.
- 5.7 This Agreement constitutes a legal, valid and binding obligation to the Pledgor after this Agreement is duly executed by the Pledgor and has entered into force in accordance with the terms of this Agreement.



- 5.8 The Pledgor has the full right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated herein which it will execute, and to complete the transactions contemplated herein.
- 5.9 Except for the registration of the creation of an equity pledge required to be made with the Registry, the consent, permission, waiver, authorization of any third party or the approval, permission, exemption of any governmental registry or filing formalities with any governmental agency (if required by law) as required for the execution and performance of this Agreement and the entry into force of the equity pledge hereunder have been obtained and shall remain in force and effect for the term hereof.
- 5.10 The Pledge under this Agreement constitutes a first ranking Security Interest on the Equity.
- 5.11 There are no pending or, to the knowledge of the Pledgor, threatened actions, legal proceedings or claims before any court or arbitral tribunal, and before any governmental authority or administrative authority against the Pledgor or its assets or Equity, which will have a material or adverse effect on the economic conditions of the Pledgor or the Pledgor's ability to perform its obligations and security liability under this Agreement.
- 5.12 Except as otherwise provided herein, there shall be no interference from any other party at any time upon the exercise by the Pledgee of the Pledge under this Agreement.

**The representations and warranties of Party C to the Pledgee are as follows:**

- 5.13 Party C is a limited liability company incorporated and legally existing under the laws of China. It has the status of an independent legal person, can act independently as the subject of litigation of one party, has full and independent legal status and legal capacity, and has been duly authorized to sign, deliver and perform this Agreement.
- 5.14 This Agreement constitutes a legal, valid and binding obligation to Party C after this Agreement is duly executed by Party C and has entered into force in accordance with the terms of this Agreement.
- 5.15 Party C has the full right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated herein which it will execute, and to complete the transactions contemplated herein.
- 5.16 For assets owned by Party C, there is no significant Security Interest or other property right burden that may affect the rights and interests of the Pledgee in the equity (including but not limited to, any transfer of intellectual property or any assets worth more than RMB1 million of Party C, or any property right or right of use attached to such assets).
- 5.17 There are no pending or, to the knowledge of Party C, threatened actions, arbitration, administrative proceedings, administrative penalties or other legal proceedings before any court or arbitral tribunal, and before any governmental authority or administrative authority against the Equity, Party C or its assets, which will have a material or adverse effect on the economic conditions of Party C or the ability of the Pledgor or Party C to perform its obligations and security liability under this Agreement.
- 5.18 The execution of this Agreement by Party C and the exercise of its rights hereunder or the performance of its obligations hereunder shall not violate or contravene the PRC Laws, any judicial decisions, rulings of any arbitration agency, decisions of any administrative agency, any agreement or contract to which Party C is a party or which is binding on its assets, or any undertaking made by Party C to any third party.

- 5.19 All the documents, information, statements and certificates provided by Party C for the Pledgee, whether provided before or after the entry into force hereof and during the Pledge Term, are true, accurate, complete and valid.
- 5.20 Except for the registration of the creation of an equity pledge required to be made with the Registry, the consent, permission, waiver, authorization of any third party or the approval, permission, exemption of any governmental registry or filing formalities with any governmental agency (if required by law) as required for the execution and performance of this Agreement and the entry into force of the equity pledge hereunder have been obtained and shall remain in force and effect for the term hereof.
- 5.21 The Pledge under this Agreement constitutes a first ranking Security Interest on the Equity.
- 5.22 Party C hereby warrants to the Pledgee that the above representations and warranties are true and correct at any time before the full performance of the Contractual Obligations or the full settlement of the Secured Indebtedness and will be fully complied with.

**6. The Undertakings and Further Agreement of the Pledgor and Party C**

**The Undertakings and Further Agreement of the Pledgor are as follows:**

- 6.1 During the term of this Agreement, the Pledgor hereby undertakes to the Pledgee that:
  - 6.1.1 Except for the performance of the Exclusive Option Agreement, without the prior written consent of the Pledgee, the Pledgor will not carry out or consent to the transfer of all or any part of the Equity, create or permit the existence of any Security Interest or other encumbrance that may affect the rights and interests of the Pledgee in the Equity. In terms of the equity transfer as approved by the Pledgee, the Pledgor shall first use the proceeds from the transfer of the Equity to pay off the Secured Indebtedness to the Pledgee in advance;
  - 6.1.2 The Pledgor will comply with and implement all the PRC Laws applicable to the pledge of the Equity and shall, within five (5) days after receiving any notice, order or recommendation on the Pledge issued or made by the competent authority concerned (or any other relevant authority), present such notice, order or recommendation to the Pledgee and will comply with such notice, order or recommendation or make objections and statements on the above matter at the reasonable request of the Pledgee or with the consent of the Pledgee.
  - 6.1.3 The Pledgor will notify immediately the Pledgee of any event that may affect the rights of the Pledgee or any part thereof or the interests of the Pledgee under the Transaction Agreement and this Agreement (including but not limited to, any legal action, arbitration, other request, any third party's ownership dispute over the equity, or any other adverse effect on the Pledgee's rights by or from any third party, any civil or criminal proceedings, administrative proceedings, arbitration or any other legal proceedings against the Pledgor or the equity, or any threat of any such action, arbitration or any other legal proceedings to the knowledge of the Pledgor) or any notice received by the Pledgor, any event that may affect any warranty or any other obligation arising from the Pledgor in this Agreement or any notice received by the Pledgor, and take all necessary measures to ensure the pledge interest of the Equity of the Pledgee in accordance with the reasonable requirements of the Pledgee.

- 6.2 In order to protect or improve the Security Interests granted in this Agreement in the settlement of the Secured Indebtedness and in the performance of the Contractual Obligations, and to ensure the Pledgee's interest in the Equity and the exercise and realization of such rights, the Pledgor hereby undertakes to execute in good faith and to cause other parties holding interests in the Equity to execute all documents (including but not limited to, supplementary agreements hereto), certificates, agreements, deeds and/or undertakings required by the Pledgee.
- 6.3 The Pledgor hereby undertakes to the Pledgee that all warranties, undertakings, agreements, statements and conditions hereunder will be complied with and fulfilled. If the Pledgor fails to fulfil all or part of its undertakings, commitments, agreements, statements and conditions, the Pledgor shall indemnify the Pledgee for all losses suffered as a result.
- 6.4 If the equity relates to any property preservation, enforcement or any coercive measure imposed by the court or any other governmental agency for any reason, or if the value of the equity is reduced or lost in any way sufficient to endanger the rights of the Pledgee, the Pledgor shall immediately notify the Pledgee in writing of such circumstances and take effective measures to safeguard the rights and interests of the Pledgee, including but not limited to the provision of additional property for mortgage or security. If the Pledgee fails to do so, the Pledgee may auction or sell the equity at any time, and use the price of the auction or sale to pay off the Secured Indebtedness or deposit in advance; any expenses arising therefrom shall be borne by the Pledgor.
- 6.5 Without the prior written consent of the Pledgee, Party C shall not increase or decrease the registered capital, and the Pledgor shall not transfer the equity of Party C or impose any Security Interest, or any other encumbrance on it. Subject to this provision, the equity rights of Party C acquired by the Pledgor after the date of execution of this Agreement (that is, the future equity of Party C (including but not limited to the equity corresponding to the expanded registered capital formed by the capital increase) held by the Pledgor from time to time during the term of this Agreement, hereinafter referred to as the "**Additional Equity**") shall also belong to the equity pledged by the Pledgor to the Pledgee in accordance with this Agreement. The Pledgor and Party C shall sign a supplementary Equity Pledge Agreement with the Pledgee on the Additional Equity before or at the same time as the Pledgor acquires the Additional Equity, and prompt the board of directors or executive director of Party C (as the case may be) and the shareholders' meeting or shareholder of Party C (as the case may be) to approve the supplementary Equity Pledge Agreement, and shall submit to the Pledgor all documents required for the supplementary Equity Pledge Agreement, including but not limited to: (a) the original shareholder contribution certificate issued by Party C on the Additional Equity; (b) the register of shareholders recording the Additional Equity and pledge rights; and (c) other documents reasonably required by the Pledgee. The Pledgor and Party C shall, in accordance with the provisions of this Agreement, register the establishment (or change) of Additional Equity and deliver the relevant documents to the Pledgee for custody.
- 6.6 Unless the Pledgee has previously issued a written instruction to the contrary, the Pledgor and/or Party C agree that, if part or all of the equity is transferred between the Pledgor and any third party (hereinafter referred to as the "**Equity Transferee**"), the Pledgor and/or Party C shall ensure that the Equity Transferee will unconditionally recognize the pledge and perform the necessary registration procedures for the change of pledge (including but not limited to, execution of the relevant documents) to ensure the existence of the Pledge. If the equity transfer referred to in this Article is a transfer in violation of this Agreement, the performance of the provisions of this Article by the Pledgor and/or Party C shall not be deemed to have waived the prosecution of the Pledgor and/or Party C for breach of contract. The Pledgee hereby expressly reserves the right to investigate the breach of contract by the Pledgor and/or Party C.

- 6.7 If any transfer of equity arises as a result of the exercise of the Pledge hereunder, the Pledgor undertakes it will take all measures to achieve such transfer.
- 6.8 Unless the Pledgee agrees, the Pledgor shall not dispose of the equity by any means, such as transfer, sale, pledge or mortgage, and/or give up the Interest arising from the holding of the equity, until the performance of the Contractual Obligations has been completed and the Secured Indebtedness has been fully paid off or this Agreement is cancelled.
- 6.9 The Pledgor shall not execute any documents or make any relevant undertakings which are in conflict with any agreement or any other legal document that is executed and being performed by Party C and/or the Pledgee and/or its Affiliate; the Pledgor shall not cause any conflict of interest between the Pledgor and the Pledgee as well as its shareholders through any act or omission. In case of any such conflict of interest (the Pledgee shall have the right to decide unilaterally whether such conflict of interest arises), the Pledgor shall take measures in a timely manner to eliminate it as soon as possible with the consent of the Pledgee and/or its Affiliates. If the Pledgor refuses to take measures to eliminate the conflict of interest, the Pledgee shall be entitled to exercise its Call Options under the Exclusive Option Agreement;
- 6.10 If, in accordance with applicable law, any amendment, supplement or renewal in respect of this Agreement shall take effect upon signature or seal by the Parties, the Pledgor shall, within five (5) days from the date of completion of such amendment, supplement or renewal, register such changes with the competent Registry.
- 6.11 The Pledgor has made all appropriate arrangements and signed all necessary documents to ensure that in the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other circumstance that may affect the exercise of its equity, its heir, agent, guardian or shareholder or transferee holding the equity of Party C at that time shall be deemed to be a Party hereto, inheriting and assuming all the rights and obligations of the Pledgor hereunder.
- 6.12 The Pledgor agrees to execute an irrevocable Power of Attorney granting all rights as the shareholder of Party C to Party A or the entity or individual designated of Party A, who may vote on all matters requiring the discussion of the shareholder's meeting or decision of the shareholder (as the case may be), resolution by the shareholders' meeting, and make and execute resolutions, minutes of meetings and other relevant documents, including but not limited to: appointing and electing directors, supervisors, and other senior management officers to be appointed and removed by shareholder or the shareholders' meeting; disposing of the assets of the company; and amending the articles of association; taking over or managing Party C's business, or dissolving or liquidating Party C and forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group in the liquidation period in accordance with the law.

## The Undertakings and Further Agreement of Party C:

- 6.13 If the consent, permission, waiver, authorization of any third party or the approval, permission, exemption of any governmental agency or the registration or filing formalities with any governmental agency (if required by law) is required for the execution and performance of this Agreement and the entry into force of the equity pledge hereunder, Party C will try its best to assist in obtaining the same and make it remain in force for the term hereof. If the business term of Party C expires within the term hereof, Party C shall complete the registration procedures for the extension of the business term before the expiration of its business term to ensure the continuity of the effect of this Agreement.
- 6.14 Without the prior written consent of the Pledgee, Party C shall not transfer or sell its assets or set or allow the existence of significant Security Interest or any other encumbrance that may affect the rights and interests of the Pledgee in the equity (including but not limited to, any transfer of intellectual property or any assets worth more than RMB1 million of Party C, or any property right or right of use attached to such assets).
- 6.15 In the event of any legal action, arbitration or any other request that may adversely affect the interests of Party C's equity or the interest of the Pledgee under the Transaction Agreements and this Agreement, Party C shall undertake to notify the Pledgee in writing as soon as possible and in a timely manner, and take all necessary measures to ensure the Pledgee's rights and interests in the equity at the reasonable request of the Pledgee.
- 6.16 Party C shall not carry out or permit any act or action that may adversely affect the interests or equity of the Pledgee under the Transaction Agreement and this Agreement.
- 6.17 Within 60 business days after the end of each financial year (hereinafter referred to as the "**Previous Financial Year**") or at the request of the Pledgee, Party C shall provide the Pledgee with the audited consolidated financial statements of Party C for the Previous Financial Year and other information on the operating results and financial position of Party C, including but not limited to the balance sheet, income statement, and cash flow statement.
- 6.18 Party C undertakes it will take all necessary measures and sign all necessary documents in accordance with the reasonable requirements of the Pledgee to ensure the exercise and realization of the Pledgee's pledge of equity and such rights and interests.
- 6.19 In the event that Party C is dissolved or liquidated as required by the PRC Laws, this Agreement shall terminate, and Party C and the Pledgor shall, to the extent permitted by the PRC Laws, transfer all the assets, including the equity, to Party A free of charge or at the lowest price permitted by the PRC Laws, or the liquidator at that time disposes of all the assets, including the equity, on the basis of protecting the interests of shareholders and/or creditors of the direct or indirect overseas parent company of Party A.
- 6.20 Each Party separately warrants to the other Parties that once the PRC Laws permit and the Pledgee decides to purchase all the equity of Party C held by the Pledgor in accordance with the Exclusive Option Agreement and all the Secured Indebtedness and Contractual Obligations are fully paid and fulfilled, the Parties hereto shall immediately terminate this Agreement.

## 7. Default Event

- 7.1 A Default Event shall be deemed to occur:
  - 7.1.1 in case of the breach or non-performance by the Pledgor of any of its Contractual Obligations under the Exclusive Option Agreement, Power of Attorney and/or this Agreement, and the breach or non-performance by Party C of any of its Contractual Obligations under the Exclusive Option Agreement, Power of Attorney, Business Cooperation Agreement and/or this Agreement;

- 7.1.2 if any representation or warranty made by the Pledgor in Article 5 of this Agreement contains false statement or error, and/or the Pledgor breaches any warranty in Article 5 hereof and/or any undertaking in Article 6 hereof;
- 7.1.3 if the Pledgor and Party C fail to complete the registration/change of registration/Additional Equity pledge registration at the Registry as agreed in this Agreement;
- 7.1.4 if the Pledgor and Party C violate any provisions or terms of this Agreement;
- 7.1.5 if the Pledgor's own loan, guarantee, compensation, undertaking or other liability to any third party (a) is required to be repaid or fulfilled in advance due to the Pledgor's default; or (b) is due but can not be repaid or fulfilled as scheduled;
- 7.1.6 if any approval, license, consent, permission or authorization of a governmental agency that makes this Agreement enforceable, legal and effective is withdrawn, suspended, invalidated or substantially altered;
- 7.1.7 if the enactment of the applicable law makes this Agreement illegal or prevents the Pledgor from continuing to perform its obligations hereunder;
- 7.1.8 if the adverse changes in the property owned by the Pledgor result in the view of the Pledgee that the ability of the Pledgor to fulfil its obligations hereunder has been affected;
- 7.1.9 if Party C or its successor or trustee may only partially perform or refuse to perform their payment obligations under the Business Cooperation Agreement or the Pledgor and/or Party C may only partially or refuse to pay off the Secured Indebtedness; and
- 7.1.10 in any other circumstance where the Pledgee is not able to or may not be able to exercise its rights on the Pledge.
- 7.2 The Pledgor and Party C shall promptly notify the Pledgee upon knowledge or discovery of any of the circumstances referred to in Article 7.1 or any event that may lead to the above.
- 7.3 The Pledgee may, at the time of or at any time after the occurrence of the breach, give a Default Notice to the Pledgor and exercise all its remedies rights and powers under the PRC Laws, the Transaction Agreements and this Agreement, including but not limited to:
  - (a) requiring the Pledgor and/or Party C to pay immediately all outstanding amounts due and payable under the Business Cooperation Agreement, all arrears under the transaction agreement and all other amounts due and payable to the Pledgee, and/or to repay the loan; and/or
  - (b) Disposing of the Pledge as provided for in Article 8 of this Agreement and/or otherwise disposing of the equity to the extent permitted by law (including but not limited to, discounting all or part of the equity, or giving priority to the repayment of the debt to the Pledgee with the amount from the auction or sale of the Equity).

The Pledgee has the right to choose to exercise any of the above rights on the basis of its independent judgment. In this case, the other parties hereto shall unconditionally agree to cooperate fully. The Pledgee is not responsible for any loss caused by its reasonable exercise of such rights and powers.

- 7.4 The Pledgee shall have the right to appoint its lawyer or any other agent in writing to exercise any and all of its rights and powers mentioned above, and neither the Pledgor nor Party C shall object to this.
- 7.5 The Pledgee shall have the right to choose to exercise at the same time or successively any remedy for breach of contract, and the Pledgee shall not have to exercise other relief for breach of contract before exercising the right to auction or sell equity under this Agreement.

## **8. Exercise of Pledge**

- 8.1 The Pledgee may give written notice to the Pledgor when exercising its Pledge.
- 8.2 When the Pledgee exercises the Pledge, the Pledgee shall, within the scope permitted and in accordance with applicable PRC Laws, have the right to dispose of the equity in accordance with law. All the payments received by the Pledgee in the exercise of its Pledge shall be dealt with in the following order:
  - (a) paying all the costs incurred in relation to the disposition of the Equity and the exercise of the rights by the Pledgee (including payment of the attorney's fee and the commission for the agent);
  - (b) paying taxes due to the disposition of the equity; and
  - (c) repaying the Secured Indebtedness to the Pledgee.
- 8.3 When the Pledgee disposes of the Pledge in accordance with this Agreement, the Pledgor and Party C shall provide the necessary assistance to enable the Pledgee to enforce the Pledge in accordance with this Agreement.
- 8.4 All actual expenses, taxes and fees and all legal expenses related to the establishment of equity pledge hereunder and the realization of the rights of the Pledgee shall be borne by Party C, except those to be borne by the Pledgee according to the PRC Laws; and the Pledgee shall have the right to deduct such expenses actually incurred in the exercise of its rights from the amount gained through exercise of its rights.
- 8.5 The amount of the Secured Indebtedness determined by the Pledgee in the exercise of its equity pledge in accordance with this Agreement shall be used as final evidence to determine the Secured Indebtedness hereunder.

## **9. Transfer**

- 9.1 The Pledgor shall not transfer or assign their rights and obligations hereunder without the prior written consent of the Pledgee.
- 9.2 The Pledgor and Party C agree that, subject to the PRC Laws, after the Pledgee has notified the Pledgor and Party C, the Pledgee may, in any way and on such terms and conditions as it deems appropriate, assign or transfer to any third party any right it may exercise under this Agreement, the Transaction Agreements and other security documents.

- 9.3 This Agreement shall be binding on the Pledgor and Party C and their respective successors and permitted transferees, if any, and shall be valid for the Pledgee and each of its successors and transferees.
- 9.4 At any time, if the Pledgee transfers any and all of its rights and obligations under the Transaction Agreements to any party it designates, the transferee shall have and assume the rights and obligations of the Pledgee hereunder as if it were a Party hereto. Where the Pledgee transfers the rights and obligations under the transaction agreement, at the request of the Pledgee, the Pledgor and/or Party C shall execute the relevant agreement or other documents relating to such transfer.
- 9.5 If the Pledgee changes as a result of the transfer of the Transaction Agreement and/or this Agreement, at the request of the Pledgee, the Pledgor and Party C shall sign a new Equity Pledge Agreement with the new Pledgee on the same terms and conditions as this Agreement and register the pledge accordingly.
- 9.6 The Pledgor shall strictly abide by this Agreement and any other contract signed jointly or separately by the Parties hereto or any of them, including the Transaction Agreements, perform its obligations under this Agreement and other contracts (including the Transaction Agreements), and refrain from acts/omissions that may affect their validity and enforceability. The Pledgor shall not exercise any of its remaining rights in respect of the Equity unless otherwise directed in writing by the Pledgee.

#### **10. Termination**

At the expiration of the Pledge Term, this Agreement shall terminate and release the equity pledge hereunder, and the Pledgor and Party C shall record the cancellation of the equity pledge in the register of shareholders of Party C, and shall register the cancellation of the equity pledge with the relevant registry. The reasonable expenses arising from the release of equity pledge shall be borne by the Pledgor and Party C. Articles 12, 13 and 19.6 of this Agreement shall survive termination hereof.

#### **11. Service Charges and other Expenses**

Party C shall bear all costs and actual expenses relating to this Agreement, including but not limited to attorney's fees, certificate costs, stamp duties and any other taxes and expenses. If the applicable PRC Laws require the Pledgee to bear a number of related taxes and expenses, the Pledgor shall cause Party C to repay in full the taxes and expenses paid by the Pledgee.

#### **12. Liability for Confidentiality**

The Parties acknowledge that any oral or written information they exchange in connection with this Agreement is confidential. The Pledgor and Party C shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of Pledgee, other than the information: (a) known to the public (but not disclosed to the public by any recipient); (b) required to be disclosed by applicable law or by the rules or regulations of any stock exchange; or (c) required to be disclosed by the Pledgor and Party C to their legal or financial advisers, who shall be bound by a confidentiality obligation similar to the obligations in this Article, in respect of transactions as contemplated herein. The disclosure of any confidential information by the staff or agencies employed by the Pledgor and Party C shall be deemed to be the disclosure of such confidential information by such Party, which shall be liable for breach of this Agreement. This Article shall remain in force regardless of the invalidity or termination of this Agreement for any reason.



### 13. Applicable Law and Dispute Settlement

- 13.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the settlement of disputes hereunder shall be governed by the law of the People's Republic of China.
- 13.2 Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Parties. If the any Party fails to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other Parties to settle such dispute through negotiation, any Party may submit such dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Parties. The arbitral tribunal may rule on Party C's equity interests, assets or property interests as the compensation or satisfaction to the pledgee for the losses caused by the breach of contract by other Parties hereto, rule on injunctive relief in respect of the relevant business or asset transfer, or order Party C to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where Party C is incorporated and where Party C or the Pledgee's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including but not limited to, restrictions on the operation of Party C's business, restrictions on and/or disposition of Party C's equity interests, assets or property interests (including but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of Party C, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling for the breaching party not to carry out acts that may lead to further expansion of the loss suffered by the Pledgee.
- 13.3 In the event of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder, except in the matter in dispute.
- 13.4 After the date of execution hereof, if at any time, as a result of the promulgation of or change in any PRC Laws, statutes or regulations, or as a result of the interpretation or application of such PRC Laws, statutes or regulations, the following agreements shall apply: to the extent permitted by the PRC Laws, (a) if the change in law or the newly promulgated provisions are more favorable to the Pledgee than the relevant PRC Laws, statutes and regulations in force on the date of execution hereof (while the other Parties are not seriously adversely affected), the Parties shall promptly apply for benefits arising from the change or new provisions and do their best to obtain the approval of such application; or (b) if the Pledgee's economic interests under this Agreement are directly or indirectly adversely affected by the above legal changes or newly promulgated provisions, this Agreement shall continue to be performed in accordance with the original terms, and the parties shall use all legal means to waive compliance with such change or provisions. If the adverse effects on the Pledgee's economic interests can not be resolved in accordance with this Agreement, the Parties shall promptly negotiate and make all necessary amendments to this Agreement in order to maintain the Pledgee's economic interests hereunder.

#### **14. Force Majeure**

- 14.1 “Force Majeure” means an event which is unforeseeable, unavoidable and insurmountable and which renders any partial or total default under this Agreement by one Party hereto. Such Force Majeure events include, but are not limited to, earthquakes, typhoons, floods, wars, strikes, riots, government actions, changes in legal provisions or the applicability of the legal provisions.
- 14.2 In event of a Force Majeure event, the obligation of one party to be affected by such event under this Agreement shall automatically be suspended during the delay caused by such event, and its performance shall be automatically extended for the period of suspension. The party shall not be punished or liable for this. In the event of force majeure, the Parties shall immediately negotiate a fair solution and make every reasonable effort to minimize the impact of force majeure.

#### **15. Notices**

- 15.1 All notices and other correspondences required or permitted to be given under this Agreement shall be sent personally, by registered mail with postage prepaid, courier service, facsimile or e-mail to the address, fax number or e-mail of the other Party hereto as listed in **Annex II** hereto. An additional confirmation shall be sent by e-mail for each notice. Such notice shall be deemed to be duly served on:
- (1) If sent personally, by registered mail with postage prepaid, courier service, on the date of acceptance or refusal thereof at the recipient’s address specified for such notice;
  - (2) If sent by fax, on the date of successful transmission (as evidenced by automatically generated confirmation of transmission);
  - (3) If sent by e-mail, on the date of successful transmission.
- 15.2 Any Party may, in accordance with the terms of this Article, change its receiving address, fax and/or email address at any time by giving notice to other Parties hereto.

#### **16. Severability**

If one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any way under any applicable law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired in any way. The Parties shall, through consultations in good faith, seek to replace such invalid, illegal or unenforceable provisions with valid provisions to the maximum extent permitted by law and expected by the Parties, and the economic effects of such valid provisions shall be as similar as those of such invalid, illegal or unenforceable provisions to the extent possible.

#### **17. Annex**

The annexes to this Agreement shall constitute an integral part of this Agreement.

**18. Entry into force, Amendment, Modification, Supplementation and Counterparts**

- 18.1 This Agreement shall take effect from the date when the Parties hereto sign hereonto, and the pledge of the Equity hereunder shall take effect from the date of completion of the relevant registration procedures by the Registry.
- 18.2 Any amendment, modification and supplement in respect of this Agreement shall be made in writing and shall take effect upon signature or seal by the Parties.
- 18.3 Where the stock exchange or other regulatory agency of Hong Kong or NASDAQ of the United States proposes any amendment to this Agreement, or in case of any change in the listing rules or related requirements of Hong Kong or NASDAQ of the United States in relation to this Agreement, the Parties hereto shall amend this Agreement accordingly.
- 18.4 This Agreement is made in four (4) counterparts. The Pledgor and the Pledgee holds one (1) counterpart respectively, and Party C shall hold two (2) counterparts. Each counterpart shall have the same legal effect.

**19. Miscellaneous**

- 19.1 This Agreement shall be binding on and shall be valid for the respective successors of the Parties and the permitted transferees of such Parties.
- 19.2 Any Party hereto may waive the rights such Party is entitled to under this Agreement, provided that such waiver by the Pledgor and Party C must be in writing and signed by Pledgee. No waiver by any Party in respect of a breach by the other Parties in certain circumstances shall be deemed as a waiver of any similar breach in other circumstances.
- 19.3 The headings of this Agreement are for ease of reading only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions hereof.
- 19.4 The Parties agree to execute in a timely manner documents or take further actions that are reasonably required for the implementation of the provisions and purposes of this Agreement or beneficial to such purposes.
- 19.5 Without prejudice to the Transaction Agreements and other provisions hereof, if at any time, as a result of the promulgation or change of any PRC Laws, or as a result of any change in the interpretation or application of such PRC Laws, or as a result of change in the relevant registration procedures, the Pledgee considers it unlawful or contrary to such PRC Laws to maintain the entry into force of this Agreement, maintain the validity of the Pledge hereunder and/or dispose of the Equity in the manner provided for herein, the Pledgor and Party C shall immediately take any action, and/or sign any agreement or any other document, in accordance with the written instructions of the Pledgee and the reasonable request of the Pledgee, in order to: (a) maintain the validity of the Pledge hereunder and this Agreement; (b) facilitate the disposition of the Equity in the manner as specified in this Agreement; and/or (c) maintain or realize the security established or intended to be established by this Agreement.

19.6 This Agreement is a legal document independent of the Transaction Agreements and other security documents. The invalidity of the Transaction Agreements or other security documents shall not affect the rights and obligations of the Parties hereunder. If the Transaction Agreements or other security documents are declared null and void and the Pledgor still has outstanding Contractual Obligations and/or still owes the Secured Indebtedness to the Pledgee, the Equity under this Agreement shall remain as a pledge security of the Contractual Obligations and Secured Indebtedness until the Pledgor pays off all the Secured Indebtedness and performs all Contractual Obligations.

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IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY A:

**HODE SHANGHAI LIMITED** (COMPANY STAMP)

/s/ Hode Shanghai Limited

By: /s/ Chen Rui

Name: Chen Rui

Title: Legal Representative

*Signature page to Equity Pledge Agreement*

[This page has no text and is the signature page of the Equity Pledge Agreement]

IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY B:

**CHEN RUI**

By: /s/ Chen Rui

*Signature page to Equity Pledge Agreement*

[This page has no text and is the signature page of the Equity Pledge Agreement]

IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY C:

**SHANGHAI KUANYU DIGITAL TECHNOLOGY CO., LTD. (COMPANY STAMP)**

/s/ Shanghai Kuanyu Digital Technology Co., Ltd.

By: /s/ Chen Rui

Name: Chen Rui

Title: Legal Representative

*Signature page to Equity Pledge Agreement*

## Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (hereinafter referred to as “**this Agreement**”) is made and entered into by and among the following parties in Shanghai, China on December 23, 2020:

**Party A: HODE SHANGHAI LIMITED**

Address: Room 4031, 4/F, Building 1, No. 310 Fasai Road, China (Shanghai) Pilot Free Trade Zone

**Party B: SHANGHAI KUANYU DIGITAL TECHNOLOGY CO., LTD.**

Address: Room 801, No. 489 Zhengli Road, Yangpu District, Shanghai

Party A and Party B are hereinafter individually referred to as the “**Party**” and collectively, the “**Parties**”.

Whereas:

1. Party A is a wholly foreign-owned enterprise established in the People’s Republic of China (hereinafter referred to as the “**PRC**”). Its main business includes technology development, transfer, technical consultation and technical services, business information consultation, business management consultation, animation design and advertising in the field of information technology and network technology;
2. Party B is a limited liability company established in the PRC, its main business includes value-added telecommunications service, information network dissemination of audio-visual program business, radio and television program production and operation, commercial performances, online cultural business . All business activities operated and developed by Party B at present and at any time during the term hereof are hereinafter referred to as the “**Main Business**”;
3. Party A agrees to make use of its human resource, technology and information advantages to provide Party B with the relevant exclusive technical services, technical consultations and other services as stipulated in the terms of this Agreement during the term hereof (see below for the specific scope), and Party B agrees to accept such services provided by Party A or its designated party (including Party A’s direct or indirect overseas parent company or a subsidiary directly or indirectly controlled by Party A’s direct or indirect overseas parent company) in accordance with the terms of this Agreement;
4. The Parties have executed an Exclusive Technology Consulting and Services Agreement (hereinafter referred to as the “**Original Agreement**”) on April 24, 2019. The Parties hereby agree to amend and restate the terms and conditions of the Original Agreement and agree to execute this Agreement in lieu of the Original Agreement.

THEREFORE, Party A and Party B hereby agree as follows through mutual negotiation:

### 1. Provision of Services by Party A

- 1.1 Pursuant to the terms and conditions of this Agreement, Party B hereby appoints Party A as Party B’s exclusive service provider to provide Party B with comprehensive business support, technical services and consultation services, specifically including all or part of the services decided by Party A from time to time within the business scope of Party A, including, but not limited to, the contents listed in **Annex I** as well as other consultations and services related to the above and provided by Party A from time to time upon the request of Party B to the extent permitted by the PRC Laws (including any laws, regulations, rules, notices or other binding documents promulgated by any central or local legislative, administrative or judicial department of Mainland China before or after the execution of this Agreement, hereinafter “**PRC Laws**”) (hereinafter referred to as “**Services**”).



- 1.2 Party B agrees to accept the consultations and services provided by Party A. Party B further agrees that except with Party A's prior written consent, during the term hereof, Party B shall not accept, or cause its controlled subsidiaries to accept any consultation and/or services provided by any third party, and shall not cooperate with any third party, in respect of the consultations and services contemplated herein. Party A may appoint other parties, who may enter into some or all agreements described in Article 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.
- 1.3 In order to ensure that Party B meets the cash flow requirements in its daily operation and / or offset any losses arising from its operation, whether or not Party B actually incurs any such operating losses, Party A may, at its discretion, decide to provide Party B with financial support (only to the extent permitted by the PRC Laws). Party A may provide financial support to Party B in the form of loans permitted by the PRC Laws, and shall execute the contract in respect of such loan separately.
- 1.4 Manner of Providing Services
- (1) In order to fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, the Parties may, directly or through their respective Affiliates with the corresponding service capabilities and resources, sign other technical service agreements and consulting service agreements for the purpose of providing services to Party B by Party A, and agree on the specific contents, methods, personnel and expenses in respect of specific services. For the purposes of this paragraph and this Agreement, the "**Affiliate**" means, in case of any specific subject, that specific subject directly or indirectly controlled through one or more intermediaries, or any other subject under the control of or the common control with such specific subject.
  - (2) In order to perform this Agreement, Party A and Party B agree that, during the term hereof, the Parties may execute intellectual property (including but not limited to the copyright, trademark, patent, domain name, know-how, trade secret and otherwise) license agreements directly or through their respective Affiliates, which shall permit Party B to use the relevant intellectual properties owned by Party A and its Affiliates at any time based on Party B's business needs, and Party A may charge the relevant fees (including the service fee stipulated in Article 2.1 below).
  - (3) In order to perform this Agreement, Party A and Party B agree that during the term hereof, the Parties may execute the equipment lease agreement directly or through their respective Affiliates, which shall permit Party B to use the relevant equipment owned by Party A at any time based on Party B's business needs, and Party A shall charge the relevant fees (including the service fee stipulated in Article 2.1 below).

- (4) In order to fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, the Parties may, directly or through their respective Affiliates, sign other agreements for the purpose of providing services by Party A to Party B.
- (5) Party A may, at its own discretion, decide to appoint any third party with the service capability and resources to provide all or part of the services under this Agreement, but Party A shall be prudently responsible for the selection of such third party. Party A agrees to bear its legal liability under this Agreement for the work products of such third party, except where Party B and such third party agree otherwise. Party B hereby acknowledges that Party A shall have the right to transfer its rights and obligations under this Agreement to any third party.
- 1.5 In order to fulfill this agreement, Party A and Party B shall communicate and exchange all kinds of information related to their business and/or their customers in a timely manner.
- The services provided by Party A in this Agreement are exclusive. Party B may continue to perform the agreement in respect of the same or similar services provided to Party B by a third party as to those provided by Party A on the date of execution hereof, subject to the written approval of Party A; Party A does not agree, Party B shall promptly cancel such agreement with such third party and bear any costs and liabilities arising from the cancellation thereof. Party B shall continue to perform other contracts that Party B is performing or other legal documents which are binding upon Party B, and Party B shall not amend, modify or terminate such contracts or legal documents without Party A's prior written consent.
- 1.6 In order to clarify the rights and obligations of the Parties and to enable the above-mentioned service agreement to be performed in practice, the Parties agree, subject to the provisions of the PRC Laws:
- (1) Party B shall operate based on Party A's opinions or suggestions under Article 1.1 hereof.
- (2) Except that Party B's former directors, supervisors and senior management officers agreed by Party A may remain in office, Party B shall, in accordance with the procedures prescribed by PRC laws, appoint Party A's recommended candidates as Party B's directors and supervisors, and shall, subject to the PRC laws, appoint Party A's recommended personnel as Party B's general manager, chief financial officer and other senior management officers to be responsible for and supervise Party B's business and operation. Subject to the PRC Laws, Party B shall not remove the directors, supervisors and senior management officers of its company recommended by Party A for any other reason except for reasons of retirement, resignation, incompetence or death, unless with the prior written consent of Party A.
- (3) Party B agrees to cause Party B's directors, supervisors and senior management officers to exercise or perform their authorities or obligations under the PRC Laws and Party B's articles of association as instructed by Party A.

- (4) Party A has the right to set up and adjust Party B's organization and conduct the human resource management.
  - (5) Party A shall have the right to carry out service-related business in the name of Party B. Party B shall provide Party A with all necessary support and facilities for the smooth development of the business, including, but not limited to, issuing to Party A all necessary authorizations for the provision of the relevant services.
  - (6) Subject to the PRC Laws, Party A shall have the right to check Party B's accounts regularly and at any time, and Party B shall keep accounts in a timely and accurate manner and provide Party A with its accounts as required by Party A. Within the term hereof, Party B agrees to cooperate with Party A and Party A's legal person shareholders (only referred to Hode HK Limited and its controlled subsidiaries, the same as follows) to conduct audits (including but not limited to related transaction audits and other types of audits), to provide Party A and Party A's legal person shareholders and/or auditors entrusted by Party A with relevant data and information on Party B's operations, business, customers, finance, employees, etc., and to agree that Party A's shareholders disclose such data and information in order to meet the requirements of securities supervision.
  - (7) Party B agrees that the relevant certificates and company seals important to Party B's daily operation, including Party B's business license, qualification certificate, official seal, contract seal, financial special seal and legal representative seal involved in the operation of the business, shall be kept by Party B's directors, legal representative, general manager, chief financial officer and other senior management officers recommended by Party A and appointed by Party B in accordance with the legal procedures.
- 1.7 The Parties agree that the services provided by Party A to Party B hereunder shall also apply to the subsidiaries controlled by the Parties, and the Parties shall urge their controlled subsidiaries to exercise their rights and perform their obligations in accordance with this Agreement.

## 2. Calculation of Service Charges, Payment Methods, Financial Statements, Audit and Taxation

- 2.1 For the services provided by Party A in accordance with this Agreement, and subject to the PRC Laws, during the term of this Agreement, after Party B and its controlled subsidiaries shall, after the end of each financial year, make up for the losses of the previous year (if necessary) and deduct the necessary costs, expenses, taxes and fees incurred in the corresponding financial year, and draw the statutory provident funds that must be drawn according to law, the incomes of Party B and its controlled subsidiaries (including the accumulated incomes of the previous financial year) shall be equal to the combined net profits and shall be paid to Party A as service charges (hereinafter referred to as "**Service Charges**"); and Party A shall have the right to determine the above deductible items. The amount of such Service Charges shall be determined by Party A, and their calculation and adjustment shall take into account, but not limited to, the following factors, and Party A shall have the right to decide independently to adjust such Service Charges: (a) the difficulty of the management and technology provided by Party A and the complexity of the management and technical advice and other services provided; (b) the time required for Party A's related personnel to provide such management and technical advice and other services; (c) the specific content and commercial value of the management and technical advice and other services provided by Party A; (d) the specific content and commercial value of the intellectual property license and lease service provided by Party A; and (e) the market price of the same kind of services. The above Service Charges shall be transferred by Party B to the bank account designated by Party A by remittance or any other means approved by the Parties within five (5) business days after Party A issues payment instructions to Party B. Party A may change such payment instructions from time to time. The Parties agree that the payment of the above Service Charges shall not, in principle, cause any difficulty in the operation of either Party in the current year. For the above purpose, Party A shall have the right to agree to Party B's deferred payment to avoid any financial difficulties of the Party B. Party A shall also have the right to make any other adjustment to the Service Charges that it deems reasonable, but shall notify Party B in writing in advance.

- 2.2 Party A agrees that, in case of Party B's operating losses or serious operating difficulties, it will have the right to decide to provide financial support for Party B; in the event of the foregoing, only Party A shall have the right to decide whether Party B will continue to operate and Party B shall unconditionally approve and agree to Party A's above decision.
- 2.3 Party B shall, within 60 business days after the end of each financial year (hereinafter referred to as the "**Previous Financial Year**") or at the request of Party A, (a) provide Party A with the Party B's audited consolidated financial statements in the Previous Financial Year, which shall be audited by an independent certified public accountant approved by Party A; (b) if the audited financial statements show any deficiency in the total amount of the Service Charges paid by Party B to Party A during the Previous Financial Year, Party B shall pay the difference to Party A within 5 days from the date Party A or Party B finds the difference.
- 2.4 Party B shall, in accordance with the applicable laws, generally recognized accounting standards and commercial practices, prepare financial statements that meet the requirements of Party A.
- 2.5 Upon prior notice from Party A, Party A and/or its designated auditor shall have the right to review Party B's relevant books and records at Party B's main office and copy the required books and records in order to verify Party B's income amount and the accuracy of the statements. Party B shall, in accordance with the requirements of Party A, provide relevant information and materials concerning Party B's operation, business, customers, finance, employees, etc., and agree that Party A or Party A's legal person shareholders may disclose or publish such information and materials if necessary.
- 2.6 The tax burden arising from the performance of this Agreement shall be borne by the Parties.

### **3. Intellectual Property and Confidentiality**

- 3.1 In order to perform this Agreement, Party A and Party B agree that, during the term hereof, the Parties and their respective Affiliates may execute the licensing agreement of intellectual property (including but not limited to copyright, trademark, patent, domain name, know-how, trade secret and otherwise) directly or through their respective Affiliates, which shall permit either Party to use the relevant intellectual properties owned by the other Party. In particular, Party A or its Affiliates shall have the right to use the intellectual property owned by Party B or its Affiliates free of charge in accordance with such agreement.

- 3.2 Unless with the prior written consent of Party A, on basis of the provision of the services hereunder for Party B and its controlled subsidiaries, Party A shall have unique and proprietary rights and interests in any right, title, equity and intellectual property including but not limited to all present and future copyrights, patents (including invention patents, utility model patents and design patents), trademarks, trade names, brands, software, know-hows, trade secrets, all related goodwill, domain names and any other similar rights (hereinafter referred to as “**Such Rights**”) arising or created during the performance of this Agreement by Party B and its controlled subsidiaries, whether developed by Party A or by Party B. Party B shall not claim any of Such Rights from Party A. Party B shall sign all the documents required to make Party A the owner of Such Rights and take all actions necessary to make Party A the owner of Such Rights. Party B warrants that there are no defects in Such Rights and will compensate Party A for any losses caused by such defects (if any).
- 3.3 Without the written consent of Party A, Party B shall not, and shall compel its controlled subsidiaries not to, transfer, assign, pledge, licence or dispose of any of Such Rights and any intellectual property Party B and its controlled subsidiaries are entitled to as of the execution date hereof, including but not limited to all the present and future copyrights, patents (including invention patents, utility model patents and design patents), trademarks, trade names, brands, software, know-hows, trade secrets, all relevant goodwill, domain names and any other similar right (hereinafter referred to as “**Corresponding Rights**”).
- 3.4 Party B shall dispose of any corresponding rights in accordance with Party A’s instructions from time to time, including, but not limited to, the transfer or authorization of the corresponding rights to Party A or its designated person without violating the PRC Laws.
- 3.5 The Parties hereto acknowledge that any oral or written information they exchange in connection with this Agreement is confidential. Party B shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of Party A, other than the information: (a) known to the public (but not disclosed to the public by any recipient); (b) required to be disclosed by applicable law or by the rules or regulations of any stock exchange; or (c) required to be disclosed by Party B to their legal or financial advisers, who shall be bound by a confidentiality obligation similar to the obligations in this Article, in respect of transactions as contemplated herein. The disclosure of any confidential information by the staff or agencies employed by Party B shall be deemed to be the disclosure of such confidential information by Party B, which shall be liable for breach of this Agreement. This Article shall remain in force regardless of the termination of this Agreement for any reason.
- 3.6 Party B shall not execute any document or make any relevant undertaking which is in conflict with any agreement or any other legal document that is executed and being performed by Party A and/or its Affiliates; Party B shall not cause any conflict of interest between Party B and Party A as well as its Affiliates through any act or omission. In case of any such conflict of interest (Party A shall have the right to decide unilaterally whether such conflict of interest arises), Party B shall take measures in a timely manner to eliminate it as soon as possible with the consent of Party A and/or its Affiliates. If Party B refuses to take measures to eliminate conflicts of interest, Party A shall have the right to exercise its call options under the Exclusive Option Agreement (hereinafter referred to as the “**Exclusive Option Agreement**”) executed with Party B and Party B’s shareholders on the execution date hereof.

3.7 Within the term hereof, all customer information and other relevant information related to Party B's business and the services provided by Party A shall be owned by Party A.

3.8 The Parties hereto agree that, this Article 3 hereto shall survive the change, cancellation or termination hereof.

#### **4. Representations and Warranties**

4.1 The representations and warranties of Party A are as follows:

- (1) Party A is a wholly foreign-owned enterprise (WFOE) duly registered and validly existing under the PRC Laws with the independent legal person qualification; has full and independent legal status and legal capacity, and has obtained appropriate authorization to execute, deliver and perform this Agreement, and can act as an independent subject of litigation;
- (2) Party A signs and performs this Agreement within its legal personality and the scope of its business operations and has the permission, record and qualification required to provide the services as stipulated herein. Party A has taken the necessary corporate actions and has been duly authorized and obtained the consent and approval (if necessary) of third parties and government agencies to complete the transactions mentioned herein and will not violate the laws or other restrictions binding or affecting Party A.
- (3) After its execution and delivery of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of Party A and may be enforced in accordance with the terms of this Agreement.
- (4) Party A has no litigation, arbitration or any other judicial or administrative procedure having occurred and outstanding that will affect Party A's ability to perform its obligations hereunder, and to the best of its knowledge no one threatens to take such action.

4.2 The representations, warranties and undertakings of Party B are as follows:

- (1) Party B is a limited liability company duly registered and validly existing under the PRC Laws with the independent legal person qualification; has full and independent legal status and legal capacity, and has obtained appropriate authorization to execute, deliver and perform this Agreement, and can act as an independent subject of litigation.
- (2) Party B's acceptance of the services provided by Party A will not violate any PRC Laws. Party B will sign and perform this Agreement within its legal personality and the scope of its business operations and Party B has taken the necessary corporate actions and has been duly authorized and obtained the consent, approval or filing of third parties and government agencies to complete the transactions mentioned herein and will not violate the laws or other restrictions binding or affecting Party B.

- (3) After its execution and delivery of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of Party B and may be enforced in accordance with the terms of this Agreement.
- (4) Party B has no litigation, arbitration or any other judicial or administrative procedure having occurred and outstanding that will affect Party B's ability to perform its obligations hereunder, and to the best of its knowledge no one threatens to take such action. If any litigation, arbitration or any other judicial proceeding or administrative punishment occurs or may occur in relation to Party B's assets, business or income, Party B will notify Party A immediately after knowing such litigation, arbitration or any other judicial proceeding or administrative punishment, and will only reach a settlement on such proceedings with the prior written consent of Party A.
- (5) In accordance with this Agreement, Party B shall pay Party A the Service Charges in full and on time, and maintain the continuous validity of the license and qualification related to the business of Party B and its controlled subsidiaries within the service period. In all the matters necessary for Party A to effectively perform its duties and obligations hereunder, Party B will assist Party A, provide Party A with full cooperation and actively work with the services provided by Party A, and accept Party A's reasonable opinions and suggestions on the business of Party B and its controlled subsidiaries.
- (6) Without the prior written consent of Party A, from the execution date hereof, Party B will not, and shall urge its controlled subsidiaries not to sell, transfer, mortgage or otherwise dispose of legal rights and interests in any assets (including tangible assets or intangible assets, excluding assets within RMB 1 million as required in the normal business operations), business, operation right or income, or cause any Security Interest or other encumbrance to be placed on the same. For the purpose of this Paragraph and this Agreement, the "**Security Interest**" shall include mortgage, pledge, lien and any security over third party right or interest, including any equity interest call option, acquisition right, right of first refusal, set-off right, ownership retention or other security arrangements.
- (7) Without the prior written consent of Party A, except for the reasonable expenses in the normal course of operation, Party B shall not pay any fee to any third party in any name, shall not exempt any third party from its debts, shall not lend or borrow a loan to any third party, or provide a security or guarantee for any third party, or allow any third party to establish any other Security Interest in its assets or interests.
- (8) Without the prior written consent of Party A, from the execution date hereof, Party B shall not, and shall cause its controlled subsidiaries not to, incur, inherit, guarantee or permit the existence of any debt, (except (i) the debts incurred in the normal course of business but not through loans; and (ii) the debts that have been disclosed to and consented in writing by Party A).

- (9) Without the prior written consent of Party A, from the execution date hereof, Party B shall not, and shall cause its controlled subsidiaries not to, execute any major contract other than those executed in the course of normal business and those executed between Party B with Party A and its Affiliates (in this Paragraph, a contract shall be deemed as a major contract if its value exceeds RMB 1 million).
- (10) Without the prior written consent of Party A, from the execution date hereof, Party B shall not, and shall cause its controlled subsidiaries not to: (a) be merged, consolidated with or become a united entity with any third party; (b) invest or acquire any third party or be invested, acquired or controlled by any third party; (c) increase or decrease its registered capital, or otherwise change the form of the company or its registered capital structure or accept the investment or capital increase of Party B by the existing shareholders or third parties ; (d) be liquidated and dissolved.
- (11) Subject to the applicable PRC Laws, Party B shall appoint the person recommended by Party A as its director, supervisor or senior management officer; Party B shall not, for any other reason, refuse to appoint the person recommended by Party A unless with the prior written consent of Party A or as otherwise agreed herein.
- (12) Party B shall hold any and all governmental permits, licenses, authorizations and approvals necessary for its business within the term of this Agreement and shall ensure that all such governmental permits, licenses, authorizations and approvals will continue to be valid and legal throughout the term of this Agreement. Any and all government licenses, permits, authorizations and approvals necessary for Party B's business to be changed and/or increased as a result of changes in the provisions of the competent governmental authorities shall be changed and/or obtained by Party B in accordance with the requirements of the applicable laws during the term of this Agreement.
- (13) Party B shall promptly inform Party A of the circumstances that have or may have a significant adverse effect on the business and operation of Party A, and shall do its utmost to prevent the occurrence and/or expansion of such circumstance.
- (14) Without the prior written consent of Party A, Party B and/or its controlled subsidiaries shall not amend the articles of association or change the main business or make major adjustments to the business scope, model, profit model, marketing strategy, business policy or customer relationship of Party B and/or its controlled subsidiaries.
- (15) Without the prior written consent of Party A, Party B and / or its controlled subsidiaries shall not enter into any partnership or joint venture or profit sharing arrangement with any third party, or any other arrangement for the purpose of transfer of benefits or the realization of profit sharing in the form of royalties, service fees or consultancy fees.



- (16) At the request of Party A from time to time, Party B shall provide Party A with information on Party B's operation, management and financial situation.
  - (17) Without the prior written consent of Party A, Party B shall not announce or distribute bonuses, dividends or any other benefit to its shareholders.
  - (18) Party B shall provide Party A with any technical or other information it deems necessary or useful to provide services hereunder, and allow Party A to use Party B's relevant facilities, data or information it deems necessary or useful to provide services hereunder.
- 4.3 In the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other circumstance that may affect the holding of Party B's equity, Party B shall guarantee that such circumstance shall not affect its performance of this Agreement.
- 4.4 Either Party A or Party B respectively guarantee to the other Party that once the PRC Laws allow Party A to hold directly and Party A decides that it directly or designates its Affiliate to hold Party B's equity and Party A and / or its Affiliate may legally engage in Party B's business, the Parties shall terminate this Agreement upon the request of Party A after Party A or its designated Affiliate has formally registered as Party B's shareholder at the competent administration for industry and commerce.

## 5. Effect and Term

This Agreement shall enter into force on the date when it is executed by and between the Parties and shall remain in force unless this Agreement terminates in accordance with Article 6.1.

## 6. Termination

- 6.1 This Agreement shall be terminated in any of the following circumstances:
- (a) On the date of bankruptcy, liquidation, termination or dissolution according to law if Party B goes bankrupt, is liquidated, terminated or dissolved according to law during the term of this Agreement;
  - (b) On the date on which all the shares or assets of Party B have been transferred to Party A or the Affiliate designated by Party A in accordance with the Exclusive Option Agreement;
  - (c) On the date when Party A or its designated Affiliate is formally registered as Party B's shareholder at the competent administration for industry and commerce once the PRC Laws allow Party A to hold the shares of Party B directly and Party A and its subsidiaries can legally engage in Party B's business;
  - (d) On the date of the expiration of such written notice when Party A terminates this Agreement by giving Party B a written notice thirty (30) days in advance at any time within the term hereof;
  - (e) Earlier termination according to Article 7 hereof.

- 6.2 Within the term hereof, Party B shall not cancel this Agreement unilaterally. Party A may terminate this Agreement in accordance with Article 6.1(d) above without any liability for breach of contract for its unilateral cancellation hereof.
- 6.3 After the termination of this Agreement, the rights and obligations of the Parties under Articles 3, 8, 10, 11, 16.3 shall remain in force.
- 6.4 The early termination of this Agreement for any reason does not exempt either Party from all the payment obligations hereunder (including, but not limited to, the payment of Service Charges) arising from or due to this Agreement prior to the termination hereof, nor does it exempt any liability for breach of contract arising prior to the termination hereof. Party B shall pay Party A the Service Charges payable before the termination hereof within fifteen (15) business days from the date of termination hereof.

## 7. Liability for Breach

- 7.1 Except as otherwise provided herein, if a party (hereinafter referred to as the “**Breaching Party**”) fails to perform an obligation hereunder or violates this Agreement in other manner, the other Party (hereinafter referred to as the “**Aggrieved Party**”) may (a) send a written notice to the Breaching Party indicating the nature and scope of the breach and requesting the Breaching Party to remedy it at its own cost within the reasonable period provided in the notice (hereinafter referred to as the “**Remedy Period**”); if the Breaching Party fails to remedy it during the Remedy Period, the Aggrieved Party shall have the right to request the Breaching Party to assume all liabilities caused by its breach and compensate the Aggrieved Party for all actual economic losses caused to the Aggrieved Party by its breach, including but not limited to lawyer’s fees, litigation or arbitration fees arising from any litigation or arbitration proceedings relating to such breach, and furthermore, the Aggrieved Party shall also have the right to request the Breaching Party to enforce this Agreement and request the competent arbitral institution or court to order specific performance and/or enforcement of the terms agreed herein; (b) terminate this Agreement, and request the Breaching Party to assume all liabilities caused by its breach, and provide all damages; or (c) discount, auction or sell off the pledged equity interests as agreed in the Equity Pledge Agreement entered into by the Parties and the existing shareholders of Party B on the execution date hereof, and have priority in compensation with the proceeds from the discounting, auctioning or selling off and request the Breaching Party to assume all losses caused thereby. The exercise of the aforesaid remedial rights by the Aggrieved Parties shall not prevent them from exercise of other remedial rights pursuant to the provisions of this Agreement and the laws.
- 7.2 The Parties hereto agree and acknowledge that except as compulsorily provided by the PRC Laws, if Party B is a Breaching Party, Party A shall have the right to unilaterally terminate this Agreement immediately and request the Breaching Party to provide the liquidated damages. If Party A is the Breaching Party, Party B shall waive Party A’s obligation to provide damages, and unless otherwise provided by the laws, Party B shall not in any event have any right to terminate or cancel this Agreement.

## 8. Applicable Law, Dispute Settlement and Law Change

- 8.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the settlement of disputes hereunder shall be governed by the law of the People’s Republic of China.

- 8.2 Any dispute arising from the interpretation and performance hereof shall be settled through friendly negotiation between the Parties hereto. If the Parties fail to reach an agreement on the settlement of such dispute within thirty (30) days after either Party requests the other parties to settle such dispute through negotiation, any Party may submit such dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Parties hereto. The arbitral tribunal may rule on Party B's equity interests, assets or property interests as the compensation or satisfaction to Party A for the losses caused by the breach of contract by Party B, rule on injunctive relief in respect of the relevant business or asset transfer, or order Party B to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court in the place where Party B is incorporated and where Party B or Party A's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of Party B's business, restrictions on and/or disposition of Party B's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of Party B, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling for the breaching party not to carry out acts that may lead to further expansion of the loss suffered by Party A.
- 8.3 In the event of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder, except in the matter in dispute.
- 8.4 After the date of execution hereof, if at any time, as a result of the promulgation of or change in any PRC Laws, or as a result of the interpretation or application of such PRC Laws, the following agreements shall apply: to the extent permitted by the PRC Laws, (a) if the change in law or the newly promulgated provisions are more favorable to Party A than the relevant PRC Laws in force on the date of execution hereof (while Party B is not seriously adversely affected), the Parties shall promptly apply for benefits arising from the change or new provisions and do their best to obtain the approval of such application; or (b) if Party A's economic interests under this Agreement are directly or indirectly adversely affected by the above changes of the PRC Laws or newly promulgated provisions, this Agreement shall continue to be performed in accordance with the original terms, and the parties shall use all legal means to waive compliance with such change or provisions. If the adverse effect on Party A's economic interests can not be resolved in accordance with this Agreement, the Parties hereto shall promptly negotiate and make all necessary amendments hereto in order to maintain Party A's economic interests hereunder.

## **9. Force Majeure**

- 9.1 “Force Majeure” means an event which is unforeseeable, unavoidable and insurmountable and which renders any partial or total default under this Agreement by one Party hereto. Such Force Majeure events include, but are not limited to, earthquakes, typhoons, floods, wars, strikes, riots, government actions, changes in legal provisions or the applicability of the legal provisions.
- 9.2 In event of a Force Majeure event, the obligation of one party to be affected by such event under this Agreement shall automatically be suspended during the delay caused by such event, and its performance shall be automatically extended for the period of suspension. The party shall not be punished or liable for this. In the event of force majeure, the Parties shall immediately negotiate a fair solution and make every reasonable effort to minimize the impact of force majeure.

## **10. Indemnification**

Party B shall indemnify Party A for any loss, damage, liability or expense caused by or arising from any action, claim or any other demand against Party A in respect of any consultation or service provided by Party A at the request of Party B, and shall hold Party A free from damage, unless such loss, damage, liability or expense is caused by Party A's gross negligence or intentional misconduct.

## **11. Notices**

- 11.1 All notices and other correspondences required or permitted to be given under this Agreement shall be sent personally, by registered mail with postage prepaid, courier service, facsimile or e-mail to the address, fax number or e-mail of the other Party hereto as listed in **Annex II** hereto. An additional confirmation shall be sent by e-mail for each notice. Such notice shall be deemed to be duly served on:
- (1) If sent personally, by registered mail with postage prepaid, courier service, on the date of acceptance or refusal thereof at the recipient's address specified for such notice;
  - (2) If sent by fax, on the date of successful transmission (as evidenced by automatically generated confirmation of transmission);
  - (3) If sent by e-mail, on the date of successful transmission.
- 11.2 Any Party may, in accordance with the terms of this Article, change its receiving address, fax and/or email address at any time by giving notice to other Parties hereto.

## **12. Transfer**

- 12.1 Party B may not assign its respective rights and obligations hereunder to any third party without the prior written consent of Party A.
- 12.2 Party B agrees that Party A may transfer its rights and obligations hereunder to any third party by giving Party B prior written notice without Party B's consent.

### **13. Severability**

If one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any way under any applicable law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired in any way. The Parties shall, through consultations in good faith, seek to replace such invalid, illegal or unenforceable provisions with valid provisions to the maximum extent permitted by law and expected by the Parties, and the economic effects of such valid provisions shall be as similar as those of such invalid, illegal or unenforceable provisions to the extent possible.

### **14. Modification and Supplement**

14.1 Any amendment or supplement hereto shall be made in writing. The amendment agreement and supplementary agreement relating hereto by the Parties hereto shall be an indivisible part hereof and shall have the same legal effect as this Agreement.

14.2 Where the stock exchange or other regulatory agency of Hong Kong or NASDAQ of the United States proposes any amendment to this Agreement, or where the listing rules or other relevant regulations, rules, codes, guidelines of Hong Kong or NASDAQ of the United States require amending this Agreement or any arrangement hereunder, the Parties hereto shall amend this Agreement accordingly.

### **15. Counterparts**

This Agreement is made in two (2) counterparts. Each party holds one (1) counterpart respectively, and all of them shall have the same legal effect.

### **16. Miscellaneous**

16.1 Except written amendments, supplementations or modifications made after the signing hereof, this Agreement shall constitute the entire agreement between the Parties hereto in respect of the cooperation hereunder and shall supersede all prior oral and written consultations, representations and contracts in respect of the cooperation hereunder.

16.2 This Agreement shall be binding on the respective successors of the Parties hereto and the permitted assignees of the Parties hereto.

16.3 Any Party hereto may waive the rights it is entitled to under this Agreement, provided that such waiver by Party B must be in writing and signed by Party A. No waiver by any Party in respect of a breach by the other Party hereto in a certain circumstance shall be deemed as a waiver of any similar breach in any other circumstance.

16.4 The headings of this Agreement are for ease of reading only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions hereof.

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IN WITNESS WHEREOF, the parties have caused this Exclusive Business Cooperation Agreement to be executed as of the date and place set forth at the beginning hereof.

**HODE SHANGHAI LIMITED (COMPANY STAMP)**

/s/ Hode Shanghai Limited

By: /s/ Chen Rui

Name: Chen Rui

Title: Legal Representative

Signature page to Exclusive Business Cooperation Agreement

[This page has no text and is the signature page of the Exclusive Business Cooperation Agreement]

IN WITNESS WHEREOF, the parties have caused this Exclusive Business Cooperation Agreement to be executed as of the date and place set forth at the beginning hereof.

**SHANGHAI KUANYU DIGITAL TECHNOLOGY CO., LTD. (COMPANY STAMP)**

/s/ Shanghai Kuanyu Digital Technology Co., Ltd.

By: /s/ Chen Rui

Name: Chen Rui

Title: Legal Representative

Signature page to Exclusive Business Cooperation Agreement

## Exclusive Option Agreement

This Exclusive Option Agreement (hereinafter referred to as “**this Agreement**”) is made and entered into by and among the following parties in Shanghai, China on December 23, 2020:

**Party A:** **HODE SHANGHAI LIMITED**, a wholly foreign-owned enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 4031, 4/F, Building 1, No. 310 Fasai Road, China (Shanghai) Pilot Free Trade Zone.

**Party B:** **CHEN RUI**, a citizen of the PRC with ID card no. \*\*\*

**Party C:** **SHANGHAI KUANYU DIGITAL TECHNOLOGY CO., LTD.**, a limited liability enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 801, No. 489 Zhengli Road, Yangpu District, Shanghai.

In this Agreement, Party A, Party B and Party C shall hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”.

Whereas:

- 1 Party C is a limited liability company registered in Shanghai, China. Party B is the shareholder of Party C on the date of execution hereof and hold a total of 100% equity interests in Party C;
- 2 Party B intends to grant Party A an irrevocable and exclusive option to purchase all or part of the equity interests in Party C held by Party B;
- 3 Party C intends to grant Party A an irrevocable and exclusive option to purchase all or part of the assets held by Party C; and
- 4 The Parties have signed an Exclusive Option Agreement (hereinafter referred to as the “**Original Agreement**”) on April 24, 2019. The Parties hereby agree to amend and restate the terms and conditions of the Original Agreement and agree to execute this Agreement in lieu of the Original Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

### 1. Sale and Purchase of Equity Interests and Assets

#### 1.1 Granting of Options

Party B agrees that he shall hereby irrevocably and unconditionally grant to Party A, an irrevocable and exclusive option, during the term of this Agreement, to purchase by itself or designate a related party (hereinafter “**the Designee**”, including the direct or indirect overseas parent company of Party A or the subsidiary directly or indirectly controlled by Party A’s direct or indirect overseas parent company) to purchase from Party B all or part of the equity interests in Party C held by Party B from time to time in one time or multiple times, at the price referred to in Article 1.3 hereof and in line with the exercise steps at the election of Party A under Article 1.2, to the extent permitted by the PRC Laws (including any laws, regulations, rules, notices or other binding documents promulgated by any central or local legislative, administrative or judicial department of Mainland China before or after the execution of this Agreement, hereinafter “**PRC Laws**”)(hereinafter “**Equity Call Option**”). Party C hereby irrevocably and unconditionally grants to Party A, an irrevocable and exclusive option, during the term of this Agreement, to purchase by itself or cause the Designee to purchase all or part of the assets of Party C from time to time in one time or multiple times at the price referred to in Article 1.3 hereof and in line with the exercise steps determined by Party A under Article 1.2 (hereinafter “**Assets Call Option**”, together with the Equity Call Option, collectively referred to as the “**Call Options**”), to the extent permitted by the PRC Laws. No third party other than Party A and the Designee shall have the Call Options or other rights related to Party B’s ownership of Party C’s equity interests and assets. Party C hereby agrees that Party B may grant the Equity Call Option to Party A, and Party B hereby agrees that Party C may grant the Assets Call Option to Party A. The term “**person**” under this paragraph and this Agreement means a natural person, a legal person or an unincorporated organization. The term “**assets**” referred to in this Article includes tangible and intangible assets.



For the sake of clarity, all shares of Party C held by Party B under this Article shall be 100% of the registered capital of Party C, also include the registered capital of Party C held by Party B from time to time in the future in any form during the term of this Agreement (including but not limited to the expanded registered capital formed by capital increase).

1.2 Exercise Steps

The exercise by Party A of its Call Options shall be subject to the provisions of the PRC Laws. In exercising its Call Options under Article 1.1, Party A shall give written notice to Party B and/or Party C (hereinafter referred to as the “**Notice of Equity Interest Purchase**” or “**Notice of Assets Purchase**”). The Notice of Equity Purchase or Notice of Assets Purchase shall specify: (a) Party A’s decision on the exercise of the Call Options; (b) the equities to be purchased from Party B by Party A and/or the Designee (hereinafter referred to as “**Purchased Equity Interests**”) and/or the assets to be purchased from Party C by Party A and/or the Designee (hereinafter referred to as “**Purchased Assets**”); and (c) the date of purchase/transfer of the Purchased Equity Interests and/or Purchased Assets. Party B and/or Party C shall, upon receipt of the Notice of Equity Interest Purchase or Notice of Assets Purchase, transfer the Purchased Equity Interests and/or Purchased Assets to Party A and/or the Designee pursuant to such notice in the manner set forth in Article 1.4 hereof.

1.3 Purchase Price and Payment

Where Party A decides to exercise its Call Options under this Agreement, the purchase price of the Purchased Equity Interests and/or Purchased Assets (hereinafter referred to as “**Purchase Price**”) shall be zero or nominal price, provided that it is the minimum price to the satisfaction of the price requirement otherwise provided by the competent governmental authority or the PRC Laws. Nevertheless, Party B and Party C hereby severally and jointly irrevocably undertake that, subject to the provisions and requirements of the PRC Laws in force at that time, all of the payment made by Party A at any such price to Party B and/or Party C shall be returned by Party B and/or Party C to Party A or the Designee within seven (7) days; where such return is not allowed in accordance with the PRC Laws in force at that time, Party B and Party C undertake to trust such payment for Party A in the form of trusteeship, and to cooperate with Party A in signing the trusteeship agreement or other relevant legal documents. After necessary tax deduction and withholding is made in respect of the Purchase Price in accordance with the PRC Laws, Party A shall transfer the Purchase Price to the account designated by Party B and/or Party C within seven (7) days after the Purchased Equity Interests and/or Purchased Assets are duly transferred to Party A.

1.4 Transfer of the Purchased Equity Interests and/or Purchased Assets

At each exercise of the Call Options by Party A,

- 1.4.1 Party B shall cause Party C to hold the shareholders' meeting in a timely manner or make the decision by the shareholder (as the case may be); at such meeting, a resolution/decision shall be made to approve Party B and/ Party C to transfer the Purchased Equity Interests and/or Purchased Assets to Party A and/or the Designee;
- 1.4.2 Party B and/or Party C shall enter into the equity transfer contract and/or assets transfer contract and other relevant legal documents with Party A and/or the Designee in respect of each transfer pursuant to this Agreement and the Notice of Equity Interest Purchase and/or Notice of Assets Purchase;
- 1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents (including but not limited to the amendments to the articles of association of Party C), obtain all necessary internal approvals, authorizations, governmental approvals, licenses, consents and permits, and take all necessary actions, to transfer the valid title of the Purchased Equity Interests and/or Purchased Assets to Party A and/or the Designee and cause Party A and/or the Designee to become the registered owner of the Purchased Equity Interests (subject to the completion of the industrial and commercial registration) or the owner of the Purchased Assets, free from any Security Interest. For the purposes of this paragraph and this Agreement, the "**Security Interest**" includes mortgage, pledge, lien and any security over third party rights or interests, any equity interest call option, acquisition right, right of first refusal, set-off right, ownership retention or other security arrangements; for the avoidance of doubt, it does not include any Security Interest incurred under this Agreement and the Equity Pledge Agreement. The "**Equity Pledge Agreement**" under this paragraph and this Agreement means the Equity Pledge Agreement entered into by and among Party A, Party B and Party C at the date of execution of this Agreement. Pursuant to the Equity Pledge Agreement, Party B shall pledge to Party A all its equity interests in Party C held by Party B in order to guarantee Party C may perform the Exclusive Business Cooperation Agreement (hereinafter referred to as the "**Business Cooperation Agreement**") executed between Party C and Party A on the date of execution hereof and the power of attorney issued by Party B on the date of execution hereof and its obligations hereunder.

## 2. Undertakings

### 2.1 Undertakings of Party B and Party C

Party B (as the shareholder of Party C) and Party C hereby jointly and severally undertake that:

- 2.1.1 Without the prior written consent of Party A, they will not supplement, modify or amend the articles of association and internal regulations of Party C in any form, increase or decrease its registered capital, change its registered capital structure in any other manner, or take any action of dividing or dissolving Party C's company or changing its form;
- 2.1.2 In accordance with good financial and commercial standards and practice, they will maintain the existence of Party C, prudently and effectively operate its business and handle its affairs, and procure Party C to perform its obligations under the Business Cooperation Agreement;

- 2.1.3 Without the prior written consent of Party A, from the date of execution hereof, they shall not sell, transfer, mortgage or otherwise dispose of legal rights and interests in any assets (including tangible assets or intangible assets, excluding assets within RMB 1 million as required in the normal business operations), business or income, or cause any Security Interest or other encumbrance to be placed on the same;
- 2.1.4 Unless required by the PRC Laws, Party C shall not be dissolved or liquidated without the written consent of Party A; after the statutory liquidation set forth in Article 3.6 hereof, Party B irrevocably undertakes, subject to the provisions and requirements of the PRC Laws in force at that time, Party B shall pay Party A or the Designee all proceeds of the distribution of surplus assets received arising from the shares of Party C held by Party B or facilitate such payment. Where such payment is not allowed in accordance with the PRC Laws in force at that time, Party B undertakes to trust such payment for Party A in the form of trusteeship, and to cooperate with Party A in signing the trusteeship agreement or other relevant legal documents;
- 2.1.5 Party C shall not incur, inherit, guarantee or permit the existence of any debts without the prior written consent of Party A, other than (i) the debts incurred in the normal course of business but not through loans; and (ii) the debts that have been disclosed to and consented in writing by Party A;
- 2.1.6 They will conduct all of Party C's business in the normal course of business to maintain Party C's asset value, and will not engage in any act/omission that may have adverse effect on the state of operation and asset value of Party C; and Party A will have the right to supervise Party C's assets and assess whether it has the right to control Party C's assets. If Party A determines that Party C's operational activity affects the value of its assets or Party A's control of Party C's assets, Party A shall engage a legal adviser or other professionals to handle such issue and Party B and Party C shall take any necessary action to cooperate in such handling;
- 2.1.7 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract other than those executed in the course of normal business and those executed between Party C and Party A, its direct or indirect overseas parent company or subsidiaries directly or indirectly controlled by Party A's overseas parent company (hereinafter referred to as "**Party A's Affiliates**") (in this paragraph, a contract shall be deemed as a major contract if the value of such contract exceeds RMB 1 million);
- 2.1.8 Without the prior written consent of Party A, they shall not cause Party C to provide any form of guarantee such as loan, financial aid or mortgage or pledge to any person, or to permit a third party to create any Security Interest in their assets or equity;
- 2.1.9 Within 60 business days after the end of each financial year (hereinafter referred to as "**the Previous Financial Year**") or at the request of Party A, they shall provide Party A with the audited consolidated financial statements of Party C for the Previous Financial Year and other information on the operating results and financial position of Party C;
- 2.1.10 At the request of Party A, Party C shall procure and maintain insurance on the assets and business of Party C from the insurer recognized by Party A. The amount and type of such insurance shall be the same or have the same effect as the amount and type of insurance normally maintained by a company operating similar business and owning similar property or assets in China;

- 2.1.11 Without the prior written consent of Party A, they shall not cause or permit Party C to enter into merger, partnership, joint venture or alliance with or acquire or invest in any person;
  - 2.1.12 They shall immediately notify Party A of any ongoing or potential lawsuit, arbitration or administrative procedures relating to Party C's assets, business or revenues, and take all necessary actions reasonably requested by Party A, and shall not settle such procedures without the prior written consent of Party A;
  - 2.1.13 They shall execute all documents, take all actions and file all complaints or defend all claims necessary or appropriate to maintain Party C's ownership of all of its assets;
  - 2.1.14 Without the prior written consent of Party A, Party C shall not pay dividends to its shareholders in any form, but upon the written request of Party A, Party C shall immediately distribute all distributable profits to its shareholders and require and cause the shareholders to comply with Article 2.2.5 hereof;
  - 2.1.15 They shall, at the request of Party A, appoint a party designated by Party A to act as the directors, supervisors and/or senior management officers of Party C and/or remove the directors, supervisors and/or senior management officers of Party C from office and perform all relevant resolutions and filing procedures; Party A shall have the right to require Party B and Party C to replace the above-mentioned personnel;
  - 2.1.16 If the failure by any of Party C's shareholders or Party C to perform its tax obligations under any applicable PRC Laws prevents Party A from exercising its Call Options, Party A shall have the right to request Party C or its shareholder to perform such tax obligations, or request Party C or its shareholder to pay such tax amount to Party A who will make the payment on its behalf;
  - 2.1.17 Party B and Party C shall, in respect of the undertakings applicable to Party C under this Article 2.1, cause the subsidiaries of Party C to comply with such undertakings as if they were parties to this Agreement; and
  - 2.1.18 They shall take all measures to ensure that all qualification certificates relating to Party C's main business are legal, valid and renewed on time in accordance with the law; any and all government permission, licenses, authorizations and approvals necessary for Party C's business to be changed and/or increased as a result of changes in the provisions of the competent governmental authorities shall be changed and/or obtained in accordance with the requirements of the applicable laws during the term of this Agreement.
- 2.2 Further Undertakings of Party B
- Party B hereby irrevocably undertakes that:
- 2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or otherwise dispose of any beneficial interests in its equity interests in Party C or create any Security Interest or other encumbrance on the them from the effective date of this agreement, except for the pledge created on the equity interests in Party C pursuant to the Equity Pledge Agreement;

- 2.2.2 Party B shall not engage in any business or any other action which will have adverse impact on Party C's reputation;
- 2.2.3 Party B shall not execute any documents or make any relevant undertakings which are in conflict with any agreements and other legal documents that are executed and being performed by Party C or Party A and its Designee; Party B shall not cause any conflict of interest between Party B and Party A as well as its shareholders through any act or omission. In case of any such conflict of interest (Party A shall have the right to decide unilaterally whether such conflict of interest arises), Party B shall take measures in a timely manner to eliminate it as soon as possible with the consent of Party A or the Designee. If Party B refuses to take measures to eliminate the conflict of interest, Party A shall be entitled to exercise its Call Options hereunder;
- 2.2.4 Without the prior written consent of Party A, Party B shall not, in any way, directly or indirectly participate in or engage in any business that is or may be competitive with the business of Party A, Party A's Affiliates, Party C and Party C's controlled subsidiaries, or hold the rights and interests in, or assets of, the relevant entities whose business is or may be competitive with the business of Party A, Party A's Affiliates, Party C and Party C's controlled subsidiaries (except that Party B has no more than 5% of the rights and interests in such relevant entities, or that such relevant entities are controlled by Party A and Party A's Affiliates, or other cases approved by Party A), and Party A shall have the right to decide whether the above circumstances exist or may exist to Party B;
- 2.2.5 Unless requested by Party A in writing, Party B shall not require Party C to grant bonus or conduct other profit distribution with respect to Party B's equity interests in Party C, or make any proposal of the shareholders' meeting related thereto, vote in favour of such resolution or make a decision related thereto (as the case may be). In any case, if Party B receives any of Party C's gains, profit distribution or bonus, to the extent permitted by the PRC Laws, Party B shall waive the receipt thereof, and immediately pay or transfer such gains, profit distribution or bonus to Party A or the Designee;
- 2.2.6 Party B shall cause the shareholders' meeting or shareholder of Party C (as the case may be) and/or the board of directors or the executive director of Party C (as the case may be) not to approve the sale, transfer, mortgage, creating any Security Interest over or otherwise disposal of any legal or beneficial interests in its equity interests in Party C, without the prior written consent of Party A, except for the pledge created on the equity interests in Party C pursuant to the Equity Pledge Agreement;
- 2.2.7 Party B shall cause the shareholders' meeting or shareholder of Party C (as the case may be) and/or the board of directors or the executive director of Party C (as the case may be) not to approve Party C's merger, partnership, joint venture or alliance with any person, or acquisition or investment in any person, Party C's division, amendment to the articles of association of Party C, change to its registered capital or company form, without the prior written consent of Party A;
- 2.2.8 Party B shall immediately notify Party A of any ongoing or potential lawsuit, arbitration or administrative procedures relating to its equity interests in Party C, and take all necessary actions reasonably requested by Party A, and shall not settle such procedures without the prior written consent of Party A;

- 2.2.9 Party B shall cause the shareholders' meeting or shareholder of Party C (as the case may be) and/or the board of directors or the executive director of Party C (as the case may be) to vote for the transfer of the Purchased Equity Interests and/or Purchased Assets provided herein and take any and all other actions that Party A may request;
- 2.2.10 Upon requested by Party A from time to time, Party B and/or Party C shall immediately and unconditionally transfer its equity interests in and/or assets of Party C to Party A or its Designee pursuant to the Call Options hereunder, and Party B hereby waives its right of first refusal with respect to the transfer of equity interests by other shareholders of Party C (if any);
- 2.2.11 Party B shall strictly comply with the provisions of this Agreement and other agreements jointly and severally executed by Party B, Party C and Party A, including but not limited to the Equity Pledge Agreement and the Business Cooperation Agreement, perform its obligations under this Agreement and such other agreements, and shall not engage in any act/omission that may affect the validity and enforceability thereof. If Party B has any remaining right to the equity interests under this Agreement or the Equity Pledge Agreement or the power of attorney granted in favor of Party A, it shall not exercise such right unless instructed by Party A in writing;
- 2.2.12 If Party A (or its Designee) has paid Party B the Purchase Price of the equity interests but the relevant changes of industrial and commercial registration have not been completed prior to dissolution of Party C, upon or after the dissolution of Party C, Party B shall timely and gratuitously deliver to Party A (or the Designee) all of the proceeds of the remaining property distribution it receives by the reason of holding Party C's equity interests. In this case, Party B shall not make any claim for the proceeds of the remaining property distribution, except for the exercise as instructed by Party A;
- 2.2.13 Party B shall promptly fulfill their tax obligations under the applicable PRC Laws to ensure the smooth exercise of the Call Options by Party A;
- 2.2.14 Party B agrees to execute an irrevocable power of attorney granting all rights of Party B as the shareholder of Party C to Party A or the Designee, who may exercise voting rights on all matters required to be discussed at the shareholders' meeting or decided by the shareholders (as the case may be) and resolved, and make and sign resolutions, minutes and other relevant documents, including but not limited to, appointing and electing directors, supervisors, and other officers to be appointed and removed by shareholders or the board of shareholders; disposing of the assets of the company; and amending the articles of association; taking over or managing Party C's business, or dissolving or liquidating Party C and forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group in the liquidation period in accordance with the law; and
- 2.2.15 Party B shall ensure that Party C will be validly existing, not be terminated, liquidated or dissolved (except with the prior written consent of Party A).

### 3. Representations and Warranties

Party B and Party C hereby jointly and severally represents and warrants to Party A on the date of execution of this Agreement and each date of transfer of the Purchased Equity Interests and Purchased Assets that:

- 3.1 Party B is a natural person with full capacity for civil conduct and capacity for civil rights, and has the right to execute, deliver and perform this Agreement, and can act as an independent subject of litigation;
- 3.2 Party C is a limited liability company duly registered and validly existing under the PRC Laws with the independent legal person qualification; has full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and can act as an independent subject of litigation;
- 3.3 Party B and Party C have the right and capacity to execute and deliver this Agreement and any transfer contract to which each of them is a party and relating to the Purchased Equity Interests and/or Purchased Assets to be transferred (hereinafter "**Transfer Contract**") thereunder, and perform its obligations under this Agreement and any Transfer Contract. Each of Party B and Party C agrees to execute a Transfer Contract consistent with the terms of this Agreement when Party A exercises its Call Options. This Agreement and any Transfer Contract to which it is a party constitute or will constitute its legal, valid and binding obligations and are enforceable against it pursuant to the terms thereof;
- 3.4 Neither the execution and delivery nor the performance of the obligations under this Agreement or any Transfer Contract may or will result in: (i) violation of any applicable PRC Laws; (ii) contravention of Party C's articles of association, regulations or other constitutional documents; (iii) violation of or default under any contract or instrument to which it is a party or by which it is bound; (iv) violation of any condition of granting any party any license or permit and/or the continued validity thereof; or (v) suspension, revocation of or attachment with additional conditions to any license or permit granted to any Party;
- 3.5 Party B has ownership of its equity interests in Party C. Party B does not have any Security Interests and other encumbrance on its equity interests in Party C, except for the pledge created on such equity interests under the Equity Pledge Agreement;
- 3.6 Party C has ownership of all its assets and does not create any Security Interests or other encumbrance on them;
- 3.7 Party C does not have any outstanding debts, other than (i) the debts incurred in the normal course of business but not through loans; and (ii) the debts that have been disclosed to and consented in writing by Party A;
- 3.8 If Party C is dissolved or liquidated as required by the PRC Laws, (i) Party B shall, to the extent permitted by the applicable Chinese laws and regulations, set up a liquidation group within fifteen (15) days from the date of the occurrence of the dissolution cause, and authorize the person or entity recommended by Party A to preside over the liquidation and administer the property of Party C; (ii) Party C shall, subject to and to the extent permitted by the PRC Laws, sell all its assets to Party A or the Designee at the lowest price permitted by the PRC Laws, whether or not the provisions of Item (i) of this Article are enforced. Party C shall, to the extent permitted by the PRC Laws in force at that time, exempt Party A or its designated eligible entity from any payment obligation incurred thereby; any proceeds arising from such transactions shall be paid to Party A or the Designee as part of the service charge under the Business Cooperation Agreement to the extent permitted by the PRC Laws in force at that time;

- 3.9 Party C complies with all PRC Laws applicable to the acquisition of equity or assets;
- 3.10 Except as expressly disclosed to Party A in writing, there is no ongoing, pending or potential litigation, arbitration or other administrative proceedings in respect of the equity interests of Party C or assets of Party C, or Party C;
- 3.11 Where Party B is divorced, incapacitated, declared lost/dead, dead, bankrupt or suffers from any other situation which may affect its exercise of holding Party C's equity interests, its successor, agent, guardian, or the shareholder or assignee of Party C's equity interests shall be deemed as a party to this Agreement, inherit exercise and perform all rights and obligations of Party B hereunder, and transfer related equity interests to Party A or the Designee in accordance with the applicable laws then in force and this Agreement; Party B has made all appropriate arrangements and executed all necessary documents to ensure that, in the foregoing circumstances, the successors, guardians, creditors, spouses or otherwise of Party B, who may thus acquire the equity interests, assets or related rights of Party C, shall not affect or hinder the performance of this Agreement;
- 3.12 The equity interests in Party C held by Party B are not the common property of Party B and the spouse of Party B (where applicable), Party B's spouse(where applicable) does not have nor control such equity interests in Party C; Party B's operating and management of Party C and other voting matters based on the equity interests held by Party B in Party C shall not be influenced by the spouse of Party B (where applicable).

#### 4. **Effective Date**

This Agreement shall enter into force on the date of execution by the Parties and shall remain effective until the date on which all the Purchased Equity Interests and/or Purchased Assets held by Party B are transferred to Party A and/or the Designee (in case of the Purchased Equity Interests, subject to the date of completion of the change of industrial and commercial registration) and Party A and its subsidiaries and branches may legally engage in the business of Party C. Notwithstanding the foregoing, Party A shall have the right to terminate this Agreement unilaterally and immediately by giving written notice to Party B and Party C at any time, without any liability for breach of contract for its unilateral termination hereof. Unless compulsorily provided by the PRC Laws, Party B and Party C shall not have the right to terminate this Agreement unilaterally.

#### 5. **Liability for Breach**

- 5.1 Except as otherwise provided herein, if a party (hereinafter the "**Breaching Party**") fails to perform an obligation hereunder or violates this Agreement in other manner, the other parties (hereinafter the "**Aggrieved Parties**") may (a) send a written notice to the Breaching Party indicating the nature and scope of the breach and requesting the Breaching Party to remedy at its own cost within the reasonable period provided in the notice (hereinafter "**Remedy Period**"); if the Breaching Party fails to remedy it during the Remedy Period, the Aggrieved Parties shall have the right to request the Breaching Party to assume all liabilities caused by its breach and compensate the Aggrieved Parties for all actual economic losses caused to the Aggrieved Parties by its breach, including but not limited to lawyer's fees, litigation or arbitration fees arising from any litigation or arbitration proceedings relating to such breach, and furthermore, the Aggrieved Parties shall also have the right to request the Breaching Party to enforce this Agreement and request the competent arbitral institution or court to order specific performance and/or enforcement of the terms agreed herein; (b) terminate this Agreement, and request the Breaching Party to assume all liabilities caused by its breach, and provide all damages; or (c) discount, auction or sell off the pledged equity interests as agreed in the Equity Pledge Agreement, and have priority in compensation with the proceeds from the discounting, auctioning or selling off and request the Breaching Party to assume all losses caused thereby. The exercise of the aforesaid remedial rights by the Aggrieved Parties shall not prevent them from exercise of other remedial rights pursuant to the provisions of this Agreement and the laws.



- 5.2 Each of the Parties agrees and acknowledges that except as compulsorily provided by the PRC Laws, if Party B or Party C is the Breaching Party, Party A shall have the right to unilaterally terminate this Agreement immediately and request the Breaching Party to provide the damages. If Party A is the Breaching Party, Party B or Party C shall waive Party A's obligation to provide damages, and unless otherwise provided by the laws, Party B or Party C shall not in any event have any right to terminate or cancel this Agreement.

## **6. Applicable Law and Dispute Settlement**

### **6.1 Applicable Law**

The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the settlement of disputes hereunder shall be governed by the law of the People's Republic of China.

### **6.2 Dispute Settlement**

Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Parties. If the Parties fail to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other parties to settle such dispute through negotiation, any Party may submit such dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Parties. The arbitral tribunal may rule on Party C's equity interests, assets or property interests as the compensation or satisfaction to Party A for the losses caused by the breach of contract by other Parties hereto, rule on injunctive relief in respect of the relevant business or asset transfer, or order Party C to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where Party C is incorporated and where Party C or Party A's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of Party C's business, restrictions on and/or disposition of Party C's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of Party C, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling that the Breaching Party not to carry out acts that may lead to further expansion of the loss suffered by Party A.

- 6.3 In the event of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder, except for the matter in dispute.
- 6.4 After the date of execution hereof, if at any time, as a result of the promulgation of or change in any PRC Law, or as a result of the interpretation or application of such PRC Laws, the following agreements shall apply: to the extent permitted by the PRC Laws, (a) if the change in law or the newly promulgated provisions are more favorable to Party A than the relevant PRC Laws in force on the date of execution hereof (while the other Parties are not seriously adversely affected), the Parties shall promptly apply for benefits arising from the change or new provisions and do their best to obtain the approval of such application; or (b) if Party A's economic interests under this Agreement are directly or indirectly adversely affected by the above legal changes or newly promulgated provisions, this Agreement shall continue to be performed in accordance with the original terms, and the Parties shall use all legal means to waive compliance with such change or provisions. If the adverse effects on Party A's economic interests can not be resolved in accordance with this Agreement, the Parties shall promptly negotiate and make all necessary amendments to this Agreement in order to maintain Party A's economic interests hereunder.

## **7. Taxes and Fees**

Each Party shall, in accordance with the PRC Laws, pay any and all taxes, costs and expenses incurred by or levied on such Party in respect of the preparation and execution of this Agreement and the Transfer Contract and the completion of the transactions contemplated under this Agreement and the Transfer Contract.

## **8. Notices**

- 8.1 All notices and other correspondence required or permitted to be given under this Agreement shall be sent personally, by registered mail with postage prepaid, courier service, facsimile or e-mail to the address, fax numbers and e-mail addresses of the Parties listed in **Annex I**. An additional confirmation shall be sent by e-mail for each notice. Such notice shall be deemed to be duly served on:
- 8.1.1 If sent personally, by registered mail with postage prepaid, courier service, on the date of acceptance or refusal thereof at the recipient's address specified for such notice;
- 8.1.2 If sent by fax, on the date of successful transmission (as evidenced by automatically generated confirmation of transmission);
- 8.1.3 If sent by e-mail, on the date of successful transmission.
- 8.2 Any Party may, in accordance with the terms of this Article, change its receiving address, fax and/or email address at any time by giving notice to other Parties hereto.

## **9. Liability for Confidentiality**

The Parties acknowledge that any oral or written information they exchange in connection with this Agreement is confidential. Party B and Party C shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of Party A, other than the information: (a) known to the public (but not disclosed to the public by any recipient); (b) required to be disclosed by applicable law or by the rules or regulations of any stock exchange; or (c) required to be disclosed by Party B and Party C to their legal or financial advisers, who shall be bound by a confidentiality obligation similar to the obligations in this Article, in respect of transactions as contemplated herein. The disclosure of any confidential information by the staff or agencies employed by Party B and Party C shall be deemed to be the disclosure of such confidential information by such Party, which shall be liable for breach of this Agreement. This Article shall remain in force regardless of the invalidity or termination of this Agreement for any reason.

## 10. Further Warranties

The Parties agree to execute in a timely manner documents or take further actions that are reasonably required for the implementation of the provisions and purposes of this Agreement or beneficial to such purposes.

## 11. Force Majeure

- 11.1 "Force Majeure" means an event which is unforeseeable, unavoidable and insurmountable and which renders any partial or total default under this Agreement by one Party hereto. Such Force Majeure events include, but are not limited to, earthquakes, typhoons, floods, wars, strikes, riots, government actions, changes in legal provisions or the applicability of the legal provisions.
- 11.2 In event of a Force Majeure event, the obligation of one party to be affected by such event under this Agreement shall automatically be suspended during the delay caused by such event, and its performance shall be automatically extended for the period of suspension. The party shall not be punished or liable for this. In the event of force majeure, the Parties shall immediately negotiate a fair solution and make every reasonable effort to minimize the impact of force majeure.

## 12. Miscellaneous

### 12.1 Amendment, Modification and Supplementation

Any matter not contained herein shall be subject to further negotiation among the Parties hereto. No amendment, modification or supplementation shall be effective unless a written agreement is executed by the Parties hereto. The amendment agreement and supplementary agreement relating to this Agreement and its annex duly executed by the Parties hereto are an integral part of this Agreement and shall have the same legal effect as this Agreement.

Where the stock exchange or other regulatory agency of Hong Kong or NASDAQ of the United States proposes any amendment to this Agreement, or in case of any change in the listing rules or related requirements of Hong Kong or NASDAQ of the United States in relation to this Agreement, the Parties hereto shall amend this Agreement accordingly.

### 12.2 Entire Agreement

Except written amendments, supplementations or modifications made after the execution hereof, this Agreement shall constitute the entire agreement among the Parties in respect of the matters related hereto or the subject matter hereof and shall supersede all prior oral and written consultations, representations and contracts in respect of the matters related hereto or the subject matter hereof.

12.3 Headings

The headings of this Agreement are for ease of reading only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions hereof.

12.4 Counterparts

This Agreement is made in three (3) counterparts. Party A, Party B and Party C each holds one (1) counterpart respectively, and all of them shall have the same legal effect.

12.5 Severability

If one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any way under any applicable law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired in any way. The Parties shall, through consultations in good faith, seek to supersede such invalid, illegal or unenforceable provisions with valid provisions to the maximum extent permitted by law and expected by the Parties, and the economic effects of such valid provisions shall be as similar as those of such invalid, illegal or unenforceable provisions to the extent possible.

12.6 Successors

This Agreement shall be binding on and shall be valid for the respective successors of the Parties and the permitted assignees of such Parties.

12.7 Survival

12.7.1 Any obligations arising out of or to be performed prior to the termination of this Agreement shall survive the termination hereof.

12.7.2 The provisions of Articles 6, 8, 9, 12.7 and 12.8 shall survive the termination hereof.

12.8 Waiver

Any Party hereto may waive the rights such Party is entitled to under this Agreement, provided that such waiver by Party B and Party C must be made in writing and executed by Party A for confirmation. No waiver by any Party in respect of a breach by the other Parties in certain circumstances shall be deemed as a waiver of any similar breach in other circumstances.

12.9 Transfer of Rights

Without the prior written consent of Party A, Party C and/or Party B shall not transfer to any third party any of their rights and/or obligations under this Agreement. Party C and Party B hereby agree that Party A shall have the right to transfer any of its rights and/or obligations hereunder to any third party without the consent of Party C and Party B by giving written notice to Party C and Party B, and Party B and Party C shall execute a supplementary agreement with the transferee or an agreement of the same substance as this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY A:**

**HODE SHANGHAI LIMITED (COMPANY STAMP)**

/s/ Hode Shanghai Limited

By: /s/ Chen Rui

Name: Chen Rui

Title: Legal Representative

Signature Page to Exclusive Option Agreement

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IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY B:**

**CHEN RUI**

By: /s/ Chen Rui

Signature Page to Exclusive Option Agreement

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IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY C:**

**SHANGHAI KUANYU DIGITAL TECHNOLOGY CO., LTD. (COMPANY STAMP)**

/s/ Shanghai Kuanyu Digital Technology Co., Ltd.

By: /s/ Chen Rui

Name: Chen Rui

Title: Legal Representative

Signature Page to Exclusive Option Agreement

**Letter of Undertakings****Whereas:**

1. I, Yang Qitao (a Chinese citizen, ID card no.\*\*\*), the spouse of Chen Rui, a natural person, (ID card no.\*\*\*), who holds 100% equity in Shanghai Kuanyu Digital Technology Co., Ltd. (the “**Company**”) (hereinafter referred to as the “**Target Equity**”);
2. In respect the aforesaid Target Equity, on December 23, 2020, Hode Shanghai Limited respectively: (1) executed the Exclusive Business Cooperation Agreement with the Company; (2) executed the Exclusive Option Agreement with the Company and its shareholder; (3) executed the Equity Pledge Agreement with the Company and its shareholder; (4) the shareholder of the Company executed the Power of Attorney, which constitutes the contractual arrangements in respect of the Company, together with the aforesaid Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Equity Pledge Agreement (hereinafter referred to as the “**Contractual Arrangements**”).

**I hereby acknowledge and unconditionally and irrevocably undertake:**

1. I acknowledge that the aforesaid Target Equity shall be attributable to Chen Rui regardless of the circumstances, and Chen Rui may mortgage, sell or otherwise dispose of the Target Equity in accordance with the Contractual Arrangements without my consent.
2. I acknowledge that the foresaid Target Equity is not the common property of me and Chen Rui, and that I do not enjoy any interests in the foresaid Target Equity (including rights acquired through the relevant Contractual Arrangements), and that I will not take any action to interfere with the Contractual Arrangements, including but not limited to any claim for the foresaid Target Equity and rights obtained through the Contractual Arrangements.
3. I undertake that I have not and will not plan to actually participate in the management of the Company and will not claim any interest relating to the equity and assets of the Company.
4. Chen Rui may execute any amendment or change document to the Contractual Arrangements on the Target Equity without my signature, confirmation, consent or affirmation. If necessary, I undertake to execute all necessary documents and take all necessary actions to ensure that the Contractual Arrangements revised from time to time are properly performed. If, for any reason, I directly or indirectly acquire part or all of the Target Equity, my successor, agent and/or assets administrator and I agree unconditionally to be bound by this Letter of Undertakings and the Contractual Arrangements. To this end, I agree to cooperate in all necessary actions and execute all necessary documents.
5. I acknowledge and agree that, after the execution hereof, the equity of the Company newly acquired by Chen Rui will also be bound by this Letter of Undertakings and the Contractual Arrangements.



6. I further undertake and warrant that, under no circumstances, directly or indirectly, actively or passively, will I take any action or make any claim or lawsuit with the intention which conflicts with the above arrangement, or act or not act as an obstacle to the continued validity and performance of the Contractual Arrangement. If the regulatory agency requests me to amend the contents of this Letter of Undertakings, I will cooperate unconditionally and promptly. At the same time, I undertake that this Letter of Undertakings, once executed, shall supersede any other legal documents previously issued or executed by me on the same subject matter.
7. I acknowledge that the above undertaking is my true intention without any coercion or threat. I fully understand the contents and legal consequences of this Letter of Undertakings and agree to execute this Letter of Undertakings.
8. I further acknowledge that the undertaking, acknowledgement, consent and authorization contained herein are unconditional and irrevocable and shall not be revoked, derogated, void or otherwise adversely affected by my loss of civil capacity, limitation of civil capacity, my death, my divorce or other similar events.

This Letter of Undertakings shall take effect immediately upon my signature and shall remain in force and effect.

(The remainder of this page is intentionally left blank)

Signature: /s/ Yang Qitao

December 23, 2020

*Signature page of Letter of Undertakings*

**Power of Attorney**

Date: December 23, 2020

Place: Shanghai

I, **Chen Rui**, a citizen of the People's Republic of China with ID card no. \*\*\*, on the execution date of this Power of Attorney (hereinafter referred to as "**this Power of Attorney**"), holds 52.3030% equity of Shanghai Hode Information Technology Co., Ltd. (hereinafter referred to as the "**Company**") corresponding to a capital contribution of RMB 5,749,953 (hereinafter referred to as the "**Target Equity**").

**Whereas:**

1. Hode Shanghai Limited (hereinafter referred to as the "**Attorney**"), the related parties and I executed an Exclusive Option Agreement (hereinafter referred to as the "**Exclusive Option Agreement**") on December 23, 2020. When the laws of the People's Republic of China permit and the corresponding conditions are met, if the Attorney makes a purchase request according to its independent judgment: (a) I shall transfer all or part of my equity in the Company to the Attorney or its designated party at its request; (b) the Company shall, at its request, transfer all or part of its assets to the Attorney or to its designated party;
2. The Attorney and the Company executed an Exclusive Business Cooperation Agreement (hereinafter referred to as the "**Business Cooperation Agreement**") on December 23, 2020, whereby the Attorney shall provide the Company with exclusive technical services, technical advice and other services; and
3. I signed a Power of Attorney (hereinafter referred to as the "**Original Power of Attorney**") on October 10, 2017. I hereby agree to amend and restate the terms and conditions of the Original Power of Attorney and agree to execute this Power of Attorney in lieu of the Original Power of Attorney.

I hereby irrevocably authorize the Attorney to exercise the rights hereunder within the term hereof.

**1. Entrusted Rights**

I unconditionally and irrevocably undertake to authorize the Attorney or, at the direction of the Attorney, to authorize the director of its direct or indirect overseas parent company it designated and a liquidator or any other successor acting for such director (except any person who is non-independent or who may cause any potential conflicts of interest)(hereinafter referred to as the "**Trustees**") to exercise all the shareholder rights as a shareholder of the Company. Such rights (hereinafter referred to as the "**Entrusted Rights**") include but are not limited to:

- 1) proposing, convening and attending the shareholders' meeting of the Company in accordance with the Company's articles of association, and sign any and all written resolutions and minutes for and on my behalf, as my agent;

- 2) exercising the rights of shareholders to vote, to appoint directors and amend the articles of association I am entitled to according to the PRC laws (including any laws, regulations, rules, notices or other legally binding documents issued by any central or local legislative, administrative or judicial authority of Mainland China prior to or after the signing of this Power of Attorney, hereinafter referred to as the “**PRC Laws**”) and the articles of association of the Company (including any other voting rights as stipulated in the amended articles of association); taking over or managing the business of the Company, dissolving or liquidating the Company; forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group during the liquidation period according to law;
- 3) nominating, designating, appointing or replacing, on behalf of me, the legal representative, board chairman, directors, supervisors of the Company and other senior management officers who shall be appointed or removed by the shareholder (or the shareholders’ meeting), in accordance with the articles of association of the Company; instituting proceedings against, or taking other legal actions against, the directors, supervisors or senior management officers of the Company when their actions impair the interests of the Company or its shareholders;
- 4) signing the relevant equity transfer agreement, asset transfer agreement, resolution of the shareholders’ meeting/shareholder’s decision and other relevant documents on my behalf, and handling the procedures of government approval, registration and filing required for the transfer, when I transfer the shares of the Company under the Exclusive Option Agreement and agree to transfer the assets of the Company; and
- 5) signing the minutes of the meeting, written resolutions and/or other relevant documents of the shareholders’ meeting and filing the documents with the competent administration for market regulation and any other governmental authority.

## **2. Representations and Warranties Related to the Entrusted Rights**

- 2.1 I undertake not to engage in any action in violation of the purpose or intention of this Power of Attorney nor use the information obtained from the Attorney to cause the conflict between the interest of the Attorney and its shareholders.
- 2.2 I undertake that the authorization hereunder will not lead to a real or potential conflict of interest between me and the Attorney. If there is a potential conflict of interest between me and the Attorney or the direct or indirect overseas parent company of the Attorney or any other subsidiary of such overseas parent company, without conflict with the PRC Laws, I will give a priority to the protection and will not harm the interests of the Attorney or the direct or indirect overseas parent company of the Attorney. In the event that I am a director or senior management officer of the Attorney or direct or indirect overseas parent company of the Attorney, I will authorize the Attorney or, at the direction of the Attorney, any other director or senior management officer other than me to exercise the rights hereunder.
- 2.3 I undertake that, without the prior written consent of the Attorney, I will not, in any way, directly or indirectly participate in, engage in any business that has or may compete with the business of the Attorney, the Company and any company under the control of the Attorney or the Company, or hold the rights, interests and assets of any relevant entity that has or may have a competitive business with the Attorney, the Company and any company under the control of the Attorney or the Company, and that the Attorney will have the right to ultimately determine whether or not I have or may have any of the above circumstances.

- 2.4 I hereby undertake that, in the event of bankruptcy, liquidation, dissolution or termination of the Company, all the assets, including the equity of the Company, acquired by me after the bankruptcy, liquidation, dissolution or termination of the Company, will be transferred to the Attorney or the party designated by the Attorney free of charge or at the lowest price permitted by Chinese law at that time or will be disposed of by the liquidator at that time on the basis of the protection of the interests of the direct or indirect shareholders and/or creditors of the Attorney.
- 2.5 I agree that the Attorney will have the right to entrust the Trustees with matters under Article 1 hereof. The Trustees and/or the Attorney exercise the Entrusted Rights as I personally exercise the rights of shareholders. The authorization and entrustment of such Entrusted Rights shall be based on the precondition that the person designated by the Attorney is the director of its direct or indirect overseas parent company and the liquidator or other successor acting as such director, and I agree to the above authorization and entrustment. When the Attorney gives me a written notice to replace the Trustees, I will immediately appoint other entities or Chinese citizens designated by the Attorney and to the satisfaction of the Trustees at that time to exercise the above Entrusted Rights. The new authorization in line with this Power of Attorney may replace the original authorization once it is made. In addition, I will not revoke the entrustment and authorization made to the Trustees and/or the Attorney.
- 2.6 I will acknowledge and approve any legal consequence arising from the exercise of the above Entrusted Rights by the Trustees and/or the Attorney in accordance with this Power of Attorney and will bear the corresponding legal liability.
- 2.7 All the actions of the Trustees and/ or the Attorney relating to the equity of the Company and/or the other Entrusted Rights shall be the actions of mine. All the meeting minutes and resolutions of the shareholders' meeting or shareholder's decisions, as appropriate, signed by the Trustees and/ or the Attorney shall be deemed to be signed by me. The Trustees and/or the Attorney may act according to their own will without prior consent of mine, but after the resolution of the shareholders' meeting or the decision of the shareholder (as the case may be), the Trustees and/or the Attorney shall inform me in time. I hereby acknowledge and approve such acts and/or documents of the Trustees and/or the Attorney.
- 2.8 During the term of this Power of Attorney, I agree and acknowledge that I will not exercise all the rights relating to the equity of the Company authorized to the Trustees and/or the Attorney herein without the prior written consent of the Attorney.
- 2.9 In the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other occurrence that may affect the exercise of the Company's equity rights held by me, the shareholder or transferee holding the original Target Equity of mine shall be deemed to be a party hereto, inheriting/assuming all my rights and obligations hereunder.

### **3. Entrustment Term**

- 3.1 This Power of Attorney shall take effect from the execution date and shall be irrevocable and shall remain in force unless the Attorney gives the contrary written instruction, or this Power of Attorney terminates in accordance with Article 3.2 hereof.

- 3.2 This Power of Attorney will be automatically terminated on the date on which the Attorney or the relevant party designated by the Attorney is registered as the sole shareholder of the Company, once the PRC Laws allow the Attorney or the Attorney's direct or indirect overseas parent company or a subsidiary directly or indirectly controlled by the Attorney's foreign parent company to directly hold shares in the Company and legally engage in the Company's business.

#### **4. Applicable Law and Dispute Settlement**

- 4.1 The execution, effectiveness, interpretation, performance, modification and termination of this Power of Attorney and the settlement of disputes hereunder shall be governed by the PRC Laws.
- 4.2 Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Attorney and I. If the Attorney and I fail to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other Parties to settle such dispute through negotiation, any Party may submit such dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Attorney and I. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The arbitral tribunal may rule on the Company's equity interests, assets or property interests as the compensation or satisfaction to the Attorney for the losses caused by the breach of contract hereunder, rule on injunctive relief in respect of the relevant business or asset transfer, or order the Company to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where the Company is incorporated and where the Company or the Attorney's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of the Company's business, restrictions on and/or disposition of the Company's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of the Company, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling that the breaching party not to carry out acts that may lead to further expansion of the loss suffered by the Attorney.
- 4.3 After the execution of this Power of Attorney, if at any time, due to the promulgation or change of any PRC Laws, or due to the change of interpretation or application of such PRC Laws, the following provisions shall apply: if the change of law or the newly promulgated provisions directly or indirectly materially affect the economic interests of the Attorney hereunder, the Attorney and I shall consult in time and make all necessary amendments to this Power of Attorney in order to make the best and reasonable efforts to maintain the economic interests of the Attorney hereunder.

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4.4 Where the stock exchange of Hong Kong or NASDAQ of the United States or other regulatory agency proposes any amendment to this Power of Attorney, or where the listing rules or other relevant regulations, rules, codes, guidelines of Hong Kong or NASDAQ of the United States require amending this Power of Attorney or any arrangement hereunder, I shall amend this Power of Attorney accordingly in accordance with the requirements and instructions of the Attorney.

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[This page has no text and is the signature page of Power of Attorney]

IN WITNESS WHEREOF, this Power of Attorney was executed as of the date and place set forth at the beginning hereof.

**Chen Rui**

By: /s/ Chen Rui

*Signature page of Power of Attorney*



## Power of Attorney

Date: December 23, 2020

Place: Shanghai

I, **Li Ni**, a citizen of the People's Republic of China with ID card no. \*\*\*, on the execution date of this Power of Attorney (hereinafter referred to as "**this Power of Attorney**"), holds 3.3890% equity of Shanghai Hode Information Technology Co., Ltd. (hereinafter referred to as the "**Company**") corresponding to a capital contribution of RMB 372,575 (hereinafter referred to as the "**Target Equity**").

### Whereas:

1. Hode Shanghai Limited (hereinafter referred to as the "**Attorney**"), the related parties and I executed an Exclusive Option Agreement (hereinafter referred to as the "**Exclusive Option Agreement**") on December 23, 2020. When the laws of the People's Republic of China permit and the corresponding conditions are met, if the Attorney makes a purchase request according to its independent judgment: (a) I shall transfer all or part of my equity in the Company to the Attorney or its designated party at its request; (b) the Company shall, at its request, transfer all or part of its assets to the Attorney or to its designated party;
2. The Attorney and the Company executed an Exclusive Business Cooperation Agreement (hereinafter referred to as the "**Business Cooperation Agreement**") on December 23, 2020, whereby the Attorney shall provide the Company with exclusive technical services, technical advice and other services; and
3. I signed a Power of Attorney (hereinafter referred to as the "**Original Power of Attorney**") on October 10, 2017. I hereby agree to amend and restate the terms and conditions of the Original Power of Attorney and agree to execute this Power of Attorney in lieu of the Original Power of Attorney.

I hereby irrevocably authorize the Attorney to exercise the rights hereunder within the term hereof.

### 1. Entrusted Rights

I unconditionally and irrevocably undertake to authorize the Attorney or, at the direction of the Attorney, to authorize the director of its direct or indirect overseas parent company it designated and a liquidator or any other successor acting for such director (except any person who is non-independent or who may cause any potential conflicts of interest)(hereinafter referred to as the "**Trustees**") to exercise all the shareholder rights as a shareholder of the Company. Such rights (hereinafter referred to as the "**Entrusted Rights**") include but are not limited to:

- 1) proposing, convening and attending the shareholders' meeting of the Company in accordance with the Company's articles of association, and sign any and all written resolutions and minutes for and on my behalf, as my agent;

- 2) exercising the rights of shareholders to vote, to appoint directors and amend the articles of association I am entitled to according to the PRC laws (including any laws, regulations, rules, notices or other legally binding documents issued by any central or local legislative, administrative or judicial authority of Mainland China prior to or after the signing of this Power of Attorney, hereinafter referred to as the “**PRC Laws**”) and the articles of association of the Company (including any other voting rights as stipulated in the amended articles of association); taking over or managing the business of the Company, dissolving or liquidating the Company; forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group during the liquidation period according to law;
- 3) nominating, designating, appointing or replacing, on behalf of me, the legal representative, board chairman, directors, supervisors of the Company and other senior management officers who shall be appointed or removed by the shareholder (or the shareholders’ meeting), in accordance with the articles of association of the Company; instituting proceedings against, or taking other legal actions against, the directors, supervisors or senior management officers of the Company when their actions impair the interests of the Company or its shareholders;
- 4) signing the relevant equity transfer agreement, asset transfer agreement, resolution of the shareholders’ meeting/shareholder’s decision and other relevant documents on my behalf, and handling the procedures of government approval, registration and filing required for the transfer, when I transfer the shares of the Company under the Exclusive Option Agreement and agree to transfer the assets of the Company; and
- 5) signing the minutes of the meeting, written resolutions and/or other relevant documents of the shareholders’ meeting and filing the documents with the competent administration for market regulation and any other governmental authority.

## **2. Representations and Warranties Related to the Entrusted Rights**

- 2.1 I undertake not to engage in any action in violation of the purpose or intention of this Power of Attorney nor use the information obtained from the Attorney to cause the conflict between the interest of the Attorney and its shareholders.
- 2.2 I undertake that the authorization hereunder will not lead to a real or potential conflict of interest between me and the Attorney. If there is a potential conflict of interest between me and the Attorney or the direct or indirect overseas parent company of the Attorney or any other subsidiary of such overseas parent company, without conflict with the PRC Laws, I will give a priority to the protection and will not harm the interests of the Attorney or the direct or indirect overseas parent company of the Attorney. In the event that I am a director or senior management officer of the Attorney or direct or indirect overseas parent company of the Attorney, I will authorize the Attorney or, at the direction of the Attorney, any other director or senior management officer other than me to exercise the rights hereunder.
- 2.3 I undertake that, without the prior written consent of the Attorney, I will not, in any way, directly or indirectly participate in, engage in any business that has or may compete with the business of the Attorney, the Company and any company under the control of the Attorney or the Company, or hold the rights, interests and assets of any relevant entity that has or may have a competitive business with the Attorney, the Company and any company under the control of the Attorney or the Company, and that the Attorney will have the right to ultimately determine whether or not I have or may have any of the above circumstances.

- 2.4 I hereby undertake that, in the event of bankruptcy, liquidation, dissolution or termination of the Company, all the assets, including the equity of the Company, acquired by me after the bankruptcy, liquidation, dissolution or termination of the Company, will be transferred to the Attorney or the party designated by the Attorney free of charge or at the lowest price permitted by Chinese law at that time or will be disposed of by the liquidator at that time on the basis of the protection of the interests of the direct or indirect shareholders and/or creditors of the Attorney.
- 2.5 I agree that the Attorney will have the right to entrust the Trustees with matters under Article 1 hereof. The Trustees and/or the Attorney exercise the Entrusted Rights as I personally exercise the rights of shareholders. The authorization and entrustment of such Entrusted Rights shall be based on the precondition that the person designated by the Attorney is the director of its direct or indirect overseas parent company and the liquidator or other successor acting as such director, and I agree to the above authorization and entrustment. When the Attorney gives me a written notice to replace the Trustees, I will immediately appoint other entities or Chinese citizens designated by the Attorney and to the satisfaction of the Trustees at that time to exercise the above Entrusted Rights. The new authorization in line with this Power of Attorney may replace the original authorization once it is made. In addition, I will not revoke the entrustment and authorization made to the Trustees and/or the Attorney.
- 2.6 I will acknowledge and approve any legal consequence arising from the exercise of the above Entrusted Rights by the Trustees and/or the Attorney in accordance with this Power of Attorney and will bear the corresponding legal liability.
- 2.7 All the actions of the Trustees and/ or the Attorney relating to the equity of the Company and/or the other Entrusted Rights shall be the actions of mine. All the meeting minutes and resolutions of the shareholders' meeting or shareholder's decisions, as appropriate, signed by the Trustees and/ or the Attorney shall be deemed to be signed by me. The Trustees and/or the Attorney may act according to their own will without prior consent of mine, but after the resolution of the shareholders' meeting or the decision of the shareholder (as the case may be), the Trustees and/or the Attorney shall inform me in time. I hereby acknowledge and approve such acts and/or documents of the Trustees and/or the Attorney.
- 2.8 During the term of this Power of Attorney, I agree and acknowledge that I will not exercise all the rights relating to the equity of the Company authorized to the Trustees and/or the Attorney herein without the prior written consent of the Attorney.
- 2.9 In the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other occurrence that may affect the exercise of the Company's equity rights held by me, the shareholder or transferee holding the original Target Equity of mine shall be deemed to be a party hereto, inheriting/assuming all my rights and obligations hereunder.

### **3. Entrustment Term**

- 3.1 This Power of Attorney shall take effect from the execution date and shall be irrevocable and shall remain in force unless the Attorney gives the contrary written instruction, or this Power of Attorney terminates in accordance with Article 3.2 hereof.

- 3.2 This Power of Attorney will be automatically terminated on the date on which the Attorney or the relevant party designated by the Attorney is registered as the sole shareholder of the Company, once the PRC Laws allow the Attorney or the Attorney's direct or indirect overseas parent company or a subsidiary directly or indirectly controlled by the Attorney's foreign parent company to directly hold shares in the Company and legally engage in the Company's business.

#### **4. Applicable Law and Dispute Settlement**

- 4.1 The execution, effectiveness, interpretation, performance, modification and termination of this Power of Attorney and the settlement of disputes hereunder shall be governed by the PRC Laws.
- 4.2 Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Attorney and I. If the Attorney and I fail to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other Parties to settle such dispute through negotiation, any Party may submit such dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Attorney and I. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The arbitral tribunal may rule on the Company's equity interests, assets or property interests as the compensation or satisfaction to the Attorney for the losses caused by the breach of contract hereunder, rule on injunctive relief in respect of the relevant business or asset transfer, or order the Company to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where the Company is incorporated and where the Company or the Attorney's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of the Company's business, restrictions on and/or disposition of the Company's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of the Company, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling that the breaching party not to carry out acts that may lead to further expansion of the loss suffered by the Attorney.
- 4.3 After the execution of this Power of Attorney, if at any time, due to the promulgation or change of any PRC Laws, or due to the change of interpretation or application of such PRC Laws, the following provisions shall apply: if the change of law or the newly promulgated provisions directly or indirectly materially affect the economic interests of the Attorney hereunder, the Attorney and I shall consult in time and make all necessary amendments to this Power of Attorney in order to make the best and reasonable efforts to maintain the economic interests of the Attorney hereunder.

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4.4 Where the stock exchange of Hong Kong or NASDAQ of the United States or other regulatory agency proposes any amendment to this Power of Attorney, or where the listing rules or other relevant regulations, rules, codes, guidelines of Hong Kong or NASDAQ of the United States require amending this Power of Attorney or any arrangement hereunder, I shall amend this Power of Attorney accordingly in accordance with the requirements and instructions of the Attorney.

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[This page has no text and is the signature page of Power of Attorney]

IN WITNESS WHEREOF, this Power of Attorney was executed as of the date and place set forth at the beginning hereof.

**Li Ni**

By: /s/ Li Ni

*Signature page of Power of Attorney*

## Power of Attorney

Date: December 23, 2020

Place: Shanghai

I, **Xu Yi**, a citizen of the People's Republic of China with ID card no. \*\*\*, on the execution date of this Power of Attorney (hereinafter referred to as "**this Power of Attorney**"), holds 44.3080% equity of Shanghai Hode Information Technology Co., Ltd. (hereinafter referred to as the "**Company**") corresponding to a capital contribution of RMB 4,871,011 (hereinafter referred to as the "**Target Equity**").

### Whereas:

1. Hode Shanghai Limited (hereinafter referred to as the "**Attorney**"), the related parties and I executed an Exclusive Option Agreement (hereinafter referred to as the "**Exclusive Option Agreement**") on December 23, 2020. When the laws of the People's Republic of China permit and the corresponding conditions are met, if the Attorney makes a purchase request according to its independent judgment: (a) I shall transfer all or part of my equity in the Company to the Attorney or its designated party at its request; (b) the Company shall, at its request, transfer all or part of its assets to the Attorney or to its designated party;
2. The Attorney and the Company executed an Exclusive Business Cooperation Agreement (hereinafter referred to as the "**Business Cooperation Agreement**") on December 23, 2020, whereby the Attorney shall provide the Company with exclusive technical services, technical advice and other services; and
3. I signed a Power of Attorney (hereinafter referred to as the "**Original Power of Attorney**") on October 10, 2017. I hereby agree to amend and restate the terms and conditions of the Original Power of Attorney and agree to execute this Power of Attorney in lieu of the Original Power of Attorney.

I hereby irrevocably authorize the Attorney to exercise the rights hereunder within the term hereof.

### 1. Entrusted Rights

I unconditionally and irrevocably undertake to authorize the Attorney or, at the direction of the Attorney, to authorize the director of its direct or indirect overseas parent company it designated and a liquidator or any other successor acting for such director (except any person who is non-independent or who may cause any potential conflicts of interest)(hereinafter referred to as the "**Trustees**") to exercise all the shareholder rights as a shareholder of the Company. Such rights (hereinafter referred to as the "**Entrusted Rights**") include but are not limited to:

- 1) proposing, convening and attending the shareholders' meeting of the Company in accordance with the Company's articles of association, and sign any and all written resolutions and minutes for and on my behalf, as my agent;

- 2) exercising the rights of shareholders to vote, to appoint directors and amend the articles of association I am entitled to according to the PRC laws (including any laws, regulations, rules, notices or other legally binding documents issued by any central or local legislative, administrative or judicial authority of Mainland China prior to or after the signing of this Power of Attorney, hereinafter referred to as the “**PRC Laws**”) and the articles of association of the Company (including any other voting rights as stipulated in the amended articles of association); taking over or managing the business of the Company, dissolving or liquidating the Company; forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group during the liquidation period according to law;
- 3) nominating, designating, appointing or replacing, on behalf of me, the legal representative, board chairman, directors, supervisors of the Company and other senior management officers who shall be appointed or removed by the shareholder (or the shareholders’ meeting), in accordance with the articles of association of the Company; instituting proceedings against, or taking other legal actions against, the directors, supervisors or senior management officers of the Company when their actions impair the interests of the Company or its shareholders;
- 4) signing the relevant equity transfer agreement, asset transfer agreement, resolution of the shareholders’ meeting/shareholder’s decision and other relevant documents on my behalf, and handling the procedures of government approval, registration and filing required for the transfer, when I transfer the shares of the Company under the Exclusive Option Agreement and agree to transfer the assets of the Company; and
- 5) signing the minutes of the meeting, written resolutions and/or other relevant documents of the shareholders’ meeting and filing the documents with the competent administration for market regulation and any other governmental authority.

## **2. Representations and Warranties Related to the Entrusted Rights**

- 2.1 I undertake not to engage in any action in violation of the purpose or intention of this Power of Attorney nor use the information obtained from the Attorney to cause the conflict between the interest of the Attorney and its shareholders.
- 2.2 I undertake that the authorization hereunder will not lead to a real or potential conflict of interest between me and the Attorney. If there is a potential conflict of interest between me and the Attorney or the direct or indirect overseas parent company of the Attorney or any other subsidiary of such overseas parent company, without conflict with the PRC Laws, I will give a priority to the protection and will not harm the interests of the Attorney or the direct or indirect overseas parent company of the Attorney. In the event that I am a director or senior management officer of the Attorney or direct or indirect overseas parent company of the Attorney, I will authorize the Attorney or, at the direction of the Attorney, any other director or senior management officer other than me to exercise the rights hereunder.
- 2.3 I undertake that, without the prior written consent of the Attorney, I will not, in any way, directly or indirectly participate in, engage in any business that has or may compete with the business of the Attorney, the Company and any company under the control of the Attorney or the Company, or hold the rights, interests and assets of any relevant entity that has or may have a competitive business with the Attorney, the Company and any company under the control of the Attorney or the Company, and that the Attorney will have the right to ultimately determine whether or not I have or may have any of the above circumstances.



- 2.4 I hereby undertake that, in the event of bankruptcy, liquidation, dissolution or termination of the Company, all the assets, including the equity of the Company, acquired by me after the bankruptcy, liquidation, dissolution or termination of the Company, will be transferred to the Attorney or the party designated by the Attorney free of charge or at the lowest price permitted by Chinese law at that time or will be disposed of by the liquidator at that time on the basis of the protection of the interests of the direct or indirect shareholders and/or creditors of the Attorney.
- 2.5 I agree that the Attorney will have the right to entrust the Trustees with matters under Article 1 hereof. The Trustees and/or the Attorney exercise the Entrusted Rights as I personally exercise the rights of shareholders. The authorization and entrustment of such Entrusted Rights shall be based on the precondition that the person designated by the Attorney is the director of its direct or indirect overseas parent company and the liquidator or other successor acting as such director, and I agree to the above authorization and entrustment. When the Attorney gives me a written notice to replace the Trustees, I will immediately appoint other entities or Chinese citizens designated by the Attorney and to the satisfaction of the Trustees at that time to exercise the above Entrusted Rights. The new authorization in line with this Power of Attorney may replace the original authorization once it is made. In addition, I will not revoke the entrustment and authorization made to the Trustees and/or the Attorney.
- 2.6 I will acknowledge and approve any legal consequence arising from the exercise of the above Entrusted Rights by the Trustees and/or the Attorney in accordance with this Power of Attorney and will bear the corresponding legal liability.
- 2.7 All the actions of the Trustees and/ or the Attorney relating to the equity of the Company and/or the other Entrusted Rights shall be the actions of mine. All the meeting minutes and resolutions of the shareholders' meeting or shareholder's decisions, as appropriate, signed by the Trustees and/ or the Attorney shall be deemed to be signed by me. The Trustees and/or the Attorney may act according to their own will without prior consent of mine, but after the resolution of the shareholders' meeting or the decision of the shareholder (as the case may be), the Trustees and/or the Attorney shall inform me in time. I hereby acknowledge and approve such acts and/or documents of the Trustees and/or the Attorney.
- 2.8 During the term of this Power of Attorney, I agree and acknowledge that I will not exercise all the rights relating to the equity of the Company authorized to the Trustees and/or the Attorney herein without the prior written consent of the Attorney.
- 2.9 In the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other occurrence that may affect the exercise of the Company's equity rights held by me, the shareholder or transferee holding the original Target Equity of mine shall be deemed to be a party hereto, inheriting/assuming all my rights and obligations hereunder.

### **3. Entrustment Term**

- 3.1 This Power of Attorney shall take effect from the execution date and shall be irrevocable and shall remain in force unless the Attorney gives the contrary written instruction, or this Power of Attorney terminates in accordance with Article 3.2 hereof.

- 3.2 This Power of Attorney will be automatically terminated on the date on which the Attorney or the relevant party designated by the Attorney is registered as the sole shareholder of the Company, once the PRC Laws allow the Attorney or the Attorney's direct or indirect overseas parent company or a subsidiary directly or indirectly controlled by the Attorney's foreign parent company to directly hold shares in the Company and legally engage in the Company's business.

#### **4. Applicable Law and Dispute Settlement**

- 4.1 The execution, effectiveness, interpretation, performance, modification and termination of this Power of Attorney and the settlement of disputes hereunder shall be governed by the PRC Laws.
- 4.2 Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Attorney and I. If the Attorney and I fail to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other Parties to settle such dispute through negotiation, any Party may submit such dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Attorney and I. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The arbitral tribunal may rule on the Company's equity interests, assets or property interests as the compensation or satisfaction to the Attorney for the losses caused by the breach of contract hereunder, rule on injunctive relief in respect of the relevant business or asset transfer, or order the Company to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where the Company is incorporated and where the Company or the Attorney's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of the Company's business, restrictions on and/or disposition of the Company's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of the Company, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling that the breaching party not to carry out acts that may lead to further expansion of the loss suffered by the Attorney.
- 4.3 After the execution of this Power of Attorney, if at any time, due to the promulgation or change of any PRC Laws, or due to the change of interpretation or application of such PRC Laws, the following provisions shall apply: if the change of law or the newly promulgated provisions directly or indirectly materially affect the economic interests of the Attorney hereunder, the Attorney and I shall consult in time and make all necessary amendments to this Power of Attorney in order to make the best and reasonable efforts to maintain the economic interests of the Attorney hereunder.

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4.4 Where the stock exchange of Hong Kong or NASDAQ of the United States or other regulatory agency proposes any amendment to this Power of Attorney, or where the listing rules or other relevant regulations, rules, codes, guidelines of Hong Kong or NASDAQ of the United States require amending this Power of Attorney or any arrangement hereunder, I shall amend this Power of Attorney accordingly in accordance with the requirements and instructions of the Attorney.

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IN WITNESS WHEREOF, this Power of Attorney was executed as of the date and place set forth at the beginning hereof.

**Xu Yi**

By: /s/ Xu Yi

*Signature page of Power of Attorney*

## Equity Pledge Agreement

This Equity Pledge Agreement (hereinafter referred to as “**this Agreement**”) is made and entered into by and among the following parties in Shanghai, China on December 23, 2020:

**Party A:** **HODE SHANGHAI LIMITED**, a wholly foreign-owned enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 4031, 4/F, Building 1, No. 310 Fasai Road, China (Shanghai) Pilot Free Trade Zone (hereinafter referred to as “**the Pledgee**”).

**Party B:** **XU YI**, a citizen of the PRC with ID card no. \*\*\*;  
**CHEN RUI**, a citizen of the PRC with ID card no. \*\*\*;  
**LI NI**, a citizen of the PRC with ID card no. \*\*\*;  
(collectively referred to as “**the Pledgor**”).

**Party C:** **SHANGHAI HODE INFORMATION TECHNOLOGY CO., LTD.**, a limited liability enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 905-906, No. 2277-1 Zuchongzhi Road, China (Shanghai) Pilot Free Trade Zone.

In this Agreement, the Pledgee, the Pledgor and Party C shall hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”.

### Whereas:

1. Party C is a limited liability company registered in Shanghai, China, with a registered capital of RMB10,993,539. The Pledgor are shareholders of Party C on the execution date hereof and collectively hold a total of 100% shares in Party C, of which XU YI holds 44.3080%, CHEN RUI holds 52.3030%, and LI NI holds 3.3890%.
2. The Pledgee is a wholly foreign-owned enterprise registered in Shanghai, China. The Pledgee and Party C executed an Exclusive Business Cooperation Agreement (hereinafter referred to as the “**Business Cooperation Agreement**”), whereby the Pledgee shall provide Party C with exclusive technical services, technical advice and other services; and
3. The related parties hereto executed an Exclusive Option Agreement (hereinafter referred to as the “**Exclusive Option Agreement**”) on the execution date hereof. When the PRC Laws permit and the corresponding conditions are met, if the Pledgee makes a purchase request: (a) the Pledgor shall, at its request, transfer all or part of its equity in Party C to the Pledgee and/or to any other entity or individual it designates; (b) Party C shall, at its request, transfer all or part of its assets to the Pledgee and/or to any other entity or individual it designates;
4. The Pledgor has executed a Power of Attorney (hereinafter referred to as the “**Power of Attorney**”) on the execution date hereof, and the Pledgor irrevocably entrusts the Pledgee and/or the person designated by it at that time to exercise on behalf of the Pledgor all the voting rights of the shareholders held by it in Party C; and

5. Party A, Party B and Party C intend to execute this Agreement on the equity pledge provided by Party B to Party A, as the security for the performance of the Contractual Obligations (as defined below) and the settlement of the Secured Indebtedness (as defined below) by the Pledgor, and the Pledgor shall pledge to the Pledgee all the shares in Party C held by the Pledgee.

## 1. Definitions

Unless otherwise defined by the Agreement, the following words herein shall have the meanings as follows:

- 1.1 **“Pledge”** shall mean the Security Interest granted by the Pledgor to the Pledgee under Article 2 hereof, i.e. the right the Pledgee is entitled to and to be repaid firstly with the discount, conversion, auction or sale price of the equity pledged by the Pledgor to the Pledgee.
- 1.2 **“Equity”** shall mean all the equity in Party C that is held and may be disposed of by the Pledgor at the time of entry into force of this Agreement and is pledged to the Pledgee in accordance with this Agreement as security for the performance of its Contractual Obligations and Secured Indebtedness with Party C (including all the equity interests owned by the Pledgor at present and constituting all the registered capital of Party C and all the equity interests held by the Pledgor in any form from time to time for any reason in the future) and any additional equity in accordance with Article 6.5 hereof.
- 1.3 **“Pledge Term”** shall mean the term as defined in Article 3 hereof.
- 1.4 **“Default Event”** shall mean any circumstance as set forth in Article 7 hereof.
- 1.5 **“Default Notice”** shall mean the notice delivered by the Pledgee according to this Agreement to declare Default Event.
- 1.6 **“Contractual Obligations”** shall mean all the Contractual Obligations of the Pledgor under the Exclusive Option Agreement and all the obligations under the Power of Attorney; all the Contractual Obligations of Party C under the Business Cooperation Agreement and the Exclusive Option Agreement; and all the Contractual Obligations of the Pledgor and Party C hereunder.
- 1.7 **“Original Transaction Agreements”** shall mean the Exclusive Option Agreement, the Exclusive Technology Consulting and Services Agreement and the Power of Attorney signed by the Pledgee, the Pledgor and/or Party C on October 10, 2017.
- 1.8 **“Original Pledge Agreement”** shall mean the Equity Pledge Contract signed by the Pledgee and the Pledgor on October 10, 2017.
- 1.9 **“Transaction Agreements”** shall mean the Business Cooperation Agreement, Exclusive Option Agreement and the Power of Attorney, and shall be the revision and restatement of the Original Transaction Agreements.
- 1.10 **“Secured Indebtedness”** shall mean (a) all the payments due to the Pledgee by Party C and/or the Pledgor (including but not limited to, consultancy and service fees payable to the Pledgee under the Transaction Agreements and any payment (whether on the specified maturity date, through prepayment or otherwise) and its interest, liquidated damages (if any), indemnity and attorney’s fee, arbitration fee, equity assessment and auction fee and other fees to realize the Pledge); (b) all direct, indirect, derivative and foreseeable losses suffered by the Pledgee as a result of any breach of contract by the Pledgor or Party C, the amount of which shall be based on, but not limited to, the reasonable business plan and profit forecast of the Pledgee; and (c) all costs incurred by the Pledgee in enforcing the Pledgor and/or Party C to perform their/its Contractual Obligations.

- 1.11 **“PRC Laws”** shall mean the laws, regulations, rules, notices or other legally binding documents issued by any central or local legislative, administrative or judicial authority of Mainland China prior to or after the execution of this Agreement.
- 1.12 **“Security Interest”** shall include mortgage, pledge, lien and any security over third party right or interest, any equity interest call option, acquisition right, right of first refusal, set-off right, ownership retention or other security arrangements.

## 2. Pledge

- 2.1 As a guarantee for the timely and complete payment of the Secured Indebtedness and the performance of the Contractual Obligations, the Pledgor hereby pledge the equity to the Pledgee who shall be repaid in the first order as agreed in this Agreement. Party C agrees that the Pledgor will pledge the equity to the Pledgee in accordance with this Agreement.
- 2.2 The Parties understand and agree that the valuation of the currency resulting from or associated with the Secured Indebtedness until the date of final accounts (as defined in Article 2.4) is a variable and floating valuation. The Pledgor and the Pledgee may, by agreement of the Parties to amend and supplement this Agreement, adjust and confirm from time to time the maximum amount of the Secured Indebtedness to be secured before the Date of Final Accounts due to the change in the valuation of the Secured Indebtedness and the equity currency.
- 2.3 In any of the following events (hereinafter referred to as **“Event of Final Accounts”**), the value of the Secured Indebtedness shall be determined on the basis of the total amount of the Secured Indebtedness due and unpaid by Party C and/or the Pledgor to the Pledgee on the Date of the Event of Final Accounts (hereinafter referred to as the **“Determined Indebtedness”**):
- (a) Where the Business Cooperation Agreement, the Exclusive Option Agreement or the Power of Attorney is terminated in accordance with the relevant provisions thereunder, resulting in the Pledgee serving to the Pledgor a written notice determining the Secured Indebtedness;
  - (b) Where a Default Event under Article 7 hereof has occurred and has not been resolved, resulting in the Pledgee serving a Default Notice to the Pledgor in accordance with Article 7.3;
  - (c) Where the Pledgee, through an appropriate investigation, reasonably believes that the Pledgor and/or Party C are/is insolvent or may be insolvent; or
  - (d) Any other event requiring the determination of the Secured Indebtedness in accordance with the provisions of the PRC Laws.
- 2.4 For the avoidance of doubt, the date of occurrence of the Event of Final Accounts shall be the date of final accounts (hereinafter referred to as the **“Date of Final Accounts”**). The Pledgee shall have the right to realize the pledge in accordance with Article 8 on or after the Date of Final Accounts.

- 2.5 During the Pledge Term, the Pledgee shall have the right to deposit any bonus, dividend or any other distributable benefit arising from the equity (hereinafter referred to as “**Interest**”) and to use it for the priority repayment of the Secured Indebtedness. The Pledgor shall, upon receipt of the written request of the Pledgee, deposit (or induce Party C to deposit) the Interest into the account designated in writing by the Pledgee, subject to the supervision of the Pledgee; the above Interest deposited in the account designated by the Pledgee in writing shall not be withdrawn by the Pledgor without the written consent of the Pledgee.
- 2.6 During the term of this Agreement, the Pledgee shall not be liable for any reduction in the value of the equity unless due to the intentional or gross negligence of the Pledgee, and the Pledgor shall not have the right to pursue or make any claim against the Pledgee in any form.
- 2.7 The equity pledge established hereunder is a continuous guarantee and its validity shall extend until any one of the circumstances as listed in Article 3.1 hereof happens. Any waiver or concession of any breach of contract by the Pledgor or any delay in the exercise by the Pledgee of any of its rights under the Transaction Agreements and this Agreement shall not affect the rights of the Pledgee under this Agreement, the Transaction Agreements and the relevant RPC Laws at any time thereafter to require the Pledgor and Party C to strictly perform their obligations under the Transaction Agreements and this Agreement or to exercise the rights of the Pledgee as a result of the subsequent breach of the Transactions Agreements and/or this Agreement by the Pledgor and Party C.

### 3. Pledge Term

- 3.1 The Pledge shall take effect from the date of registration of the pledged equity under this Agreement at the competent administration for market regulation (hereinafter referred to as the “**Registry**”) in the place where Party C is located, the term of the pledge (hereinafter referred to as the “**Pledge Term**”) shall be from the above effective date until: (a) the last Secured Indebtedness and Contractual Obligation secured by the pledge is fully repaid and fulfilled; (b) the Pledgee decides, subject to the PRC Laws, to purchase all the equity of Party C held by the Pledgor in accordance with the Exclusive Option Agreement, and all the equity of Party C has been transferred to the name of the Pledgee and/or its designated party, the Pledgee and/or its designated party and its subsidiaries and branches may legally engage in the business of Party C with above equity according to law; or (c) the Pledgee decides, subject to the PRC Laws, to purchase all the assets of Party C in accordance with the Exclusive Option Agreement, and all the assets of Party C have been transferred to the name of the Pledgee and/or its designated party, the Pledgee and/or its designated party and its subsidiaries and branches may legally engage in the business of Party C with above assets according to law; or (d) the Pledgee unilaterally requests the termination of this Contract (the right of the Pledgee to terminate this Agreement is the right without any restrictive conditions, and the right only belongs to the Pledgee, and the Pledgor or Party C does not have the right to terminate this Agreement unilaterally); or (e) the pledge shall be terminated in accordance with the applicable laws and regulations of China.
- 3.2 During the Pledge Term, if the Pledgor and/or Party C fail to perform their Contractual Obligations or repay the Secured Indebtedness (including but not limited to the failure to pay the service fee in accordance with the Business Cooperation Agreement or failure to fulfill any other provision of any transaction agreement), the Pledgee shall have the right other than the obligation to dispose of the Pledge in accordance with this Agreement.



#### 4. Registration of Pledge and Custody of Equity Records

- 4.1 The Parties acknowledge that this Agreement and the Transaction Agreement are re-signed for the revision of the Original Pledge Agreement and the Original Transaction Agreements. Prior to the execution of this Agreement, the Parties have completed the registration of the equity pledge at the Registry for the Original Pledge Agreement. The Parties agree that, as this Agreement and the Original Pledge Agreement are consistent such registered matters as the company of the pledged equity, the amount of the pledged equity, the Pledgee, the part of the equity having already completed the pledge registration may not have a second equity pledge registration. In order to avoid ambiguity, for the purpose hereof, if any provision of the Original Pledge Agreement conflicts with any provision of this Agreement, the provision of this Agreement shall prevail, and the provision of the Original Pledge Agreement that does not conflict with this Agreement shall continue to be valid. In respect of the pledged equity due to change in Party C's equity after the execution of the Original Pledge Agreement, for purpose of the registration of the equity pledge at the competent administration for industry and commerce, the Parties may sign a separate equity pledge registration agreement (hereinafter referred to as the "**Equity Pledge Registration Agreement**"). In order to avoid ambiguity, in the event of any conflict between the Equity Pledge Registration Agreement and this Agreement, this Agreement shall prevail.
- 4.2 Within the Pledge Term as set forth herein, Party C/the Pledgor shall deliver the original of the certificate of equity contribution, the register of shareholders bearing the Pledge (in the form as set forth in **Annex I**) (and other documents reasonably required by the Pledgee, including but not limited to the registration notice of equity pledge establishment issued by the competent administration for market regulation) to the Pledgee for custody. The Pledgee shall keep such documents throughout the Pledge Term as provided herein.

#### 5. Representations and Warranties of the Pledgor and Party C

**The representations and warranties of the Pledgor to the Pledgee are as follows:**

- 5.1 The Pledgor is a natural person with full capacity for civil conduct and capacity for civil rights, and has the right to execute, deliver and perform this Agreement, and can act as an independent subject of litigation.
- 5.2 The Pledgor is the legal and beneficial owner of the Equity of Party C, and the Pledgor has the full right and capability to pledge the Equity to the Pledgee in accordance with the provisions of this Agreement, and the Pledgor has the right to dispose of the Equity and any part thereof. Except subject to this Agreement and the Transaction Agreements between the Pledgor and the Pledgee, it has legal and complete ownership of the Equity.
- 5.3 The Pledgee shall have the right to dispose of and transfer the Equity as specified in this Agreement.
- 5.4 Except for the Pledge hereunder, the Pledgor does not create any Security Interests or other encumbrance on the Equity, there is no dispute over the ownership of the Equity, there are no subscribed contributions, taxes, fees payable but unpaid in connection with the Equity, the Equity is not subject to any seizure or other legal proceedings or a similar threat and may be used for pledge and transfer under the applicable law.

- 5.5 The execution of this Agreement by the Pledgor and the exercise of its rights hereunder or the performance of its obligations hereunder shall not violate or contravene the PRC Laws, any judicial decisions, rulings of any arbitration agency, decisions of any administrative agency, any agreement or contract to which the Pledgor is a party or which is binding on its assets, or any undertaking made by the Pledgor to any third party.
- 5.6 All documents, information, statements and documents provided by the Pledgor to the Pledgee, whether provided before or after the entry into force hereof and during the Pledge Term, are true, accurate, complete and valid.
- 5.7 This Agreement constitutes a legal, valid and binding obligation to the Pledgor after this Agreement is duly executed by the Pledgor and has entered into force in accordance with the terms of this Agreement.
- 5.8 The Pledgor has the full right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated herein which it will execute, and to complete the transactions contemplated herein.
- 5.9 Except for the registration of the creation of an equity pledge required to be made with the Registry, the consent, permission, waiver, authorization of any third party or the approval, permission, exemption of any governmental registry or filing formalities with any governmental agency (if required by law) as required for the execution and performance of this Agreement and the entry into force of the equity pledge hereunder have been obtained and shall remain in force and effect for the term hereof.
- 5.10 The Pledge under this Agreement constitutes a first ranking Security Interest on the Equity.
- 5.11 There are no pending or, to the knowledge of the Pledgor, threatened actions, legal proceedings or claims before any court or arbitral tribunal, and before any governmental authority or administrative authority against the Pledgor or its assets or Equity, which will have a material or adverse effect on the economic conditions of the Pledgor or the Pledgor's ability to perform its obligations and security liability under this Agreement.
- 5.12 Except as otherwise provided herein, there shall be no interference from any other party at any time upon the exercise by the Pledgee of the Pledge under this Agreement.

**The representations and warranties of Party C to the Pledgee are as follows:**

- 5.13 Party C is a limited liability company incorporated and legally existing under the laws of China. It has the status of an independent legal person, can act independently as the subject of litigation of one party, has full and independent legal status and legal capacity, and has been duly authorized to sign, deliver and perform this Agreement.
- 5.14 This Agreement constitutes a legal, valid and binding obligation to Party C after this Agreement is duly executed by Party C and has entered into force in accordance with the terms of this Agreement.
- 5.15 Party C has the full right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated herein which it will execute, and to complete the transactions contemplated herein.
- 5.16 For assets owned by Party C, there is no significant Security Interest or other property right burden that may affect the rights and interests of the Pledgee in the equity (including but not limited to, any transfer of intellectual property or any assets worth more than RMB1 million of Party C, or any property right or right of use attached to such assets).

- 5.17 There are no pending or, to the knowledge of Party C, threatened actions, arbitration, administrative proceedings, administrative penalties or other legal proceedings before any court or arbitral tribunal, and before any governmental authority or administrative authority against the Equity, Party C or its assets, which will have a material or adverse effect on the economic conditions of Party C or the ability of the Pledgor or Party C to perform its obligations and security liability under this Agreement.
- 5.18 The execution of this Agreement by Party C and the exercise of its rights hereunder or the performance of its obligations hereunder shall not violate or contravene the PRC Laws, any judicial decisions, rulings of any arbitration agency, decisions of any administrative agency, any agreement or contract to which Party C is a party or which is binding on its assets, or any undertaking made by Party C to any third party.
- 5.19 All the documents, information, statements and certificates provided by Party C for the Pledgee, whether provided before or after the entry into force hereof and during the Pledge Term, are true, accurate, complete and valid.
- 5.20 Except for the registration of the creation of an equity pledge required to be made with the Registry, the consent, permission, waiver, authorization of any third party or the approval, permission, exemption of any governmental registry or filing formalities with any governmental agency (if required by law) as required for the execution and performance of this Agreement and the entry into force of the equity pledge hereunder have been obtained and shall remain in force and effect for the term hereof.
- 5.21 The Pledge under this Agreement constitutes a first ranking Security Interest on the Equity.
- 5.22 Party C hereby warrants to the Pledgee that the above representations and warranties are true and correct at any time before the full performance of the Contractual Obligations or the full settlement of the Secured Indebtedness and will be fully complied with.

## **6. The Undertakings and Further Agreement of the Pledgor and Party C**

### **The Undertakings and Further Agreement of the Pledgor are as follows:**

- 6.1 During the term of this Agreement, the Pledgor hereby undertakes to the Pledgee that:
  - 6.1.1 Except for the performance of the Exclusive Option Agreement, without the prior written consent of the Pledgee, the Pledgor will not carry out or consent to the transfer of all or any part of the Equity, create or permit the existence of any Security Interest or other encumbrance that may affect the rights and interests of the Pledgee in the Equity. In terms of the equity transfer as approved by the Pledgee, the Pledgor shall first use the proceeds from the transfer of the Equity to pay off the Secured Indebtedness to the Pledgee in advance;
  - 6.1.2 The Pledgor will comply with and implement all the PRC Laws applicable to the pledge of the Equity and shall, within five (5) days after receiving any notice, order or recommendation on the Pledge issued or made by the competent authority concerned (or any other relevant authority), present such notice, order or recommendation to the Pledgee and will comply with such notice, order or recommendation or make objections and statements on the above matter at the reasonable request of the Pledgee or with the consent of the Pledgee.

- 6.1.3 The Pledgor will notify immediately the Pledgee of any event that may affect the rights of the Pledgee or any part thereof or the interests of the Pledgee under the Transaction Agreement and this Agreement (including but not limited to, any legal action, arbitration, other request, any third party's ownership dispute over the equity, or any other adverse effect on the Pledgee's rights by or from any third party, any civil or criminal proceedings, administrative proceedings, arbitration or any other legal proceedings against the Pledgor or the equity, or any threat of any such action, arbitration or any other legal proceedings to the knowledge of the Pledgor) or any notice received by the Pledgor, any event that may affect any warranty or any other obligation arising from the Pledgor in this Agreement or any notice received by the Pledgor, and take all necessary measures to ensure the pledge interest of the Equity of the Pledgee in accordance with the reasonable requirements of the Pledgee.
- 6.2 In order to protect or improve the Security Interests granted in this Agreement in the settlement of the Secured Indebtedness and in the performance of the Contractual Obligations, and to ensure the Pledgee's interest in the Equity and the exercise and realization of such rights, the Pledgor hereby undertakes to execute in good faith and to cause other parties holding interests in the Equity to execute all documents (including but not limited to, supplementary agreements hereto), certificates, agreements, deeds and/or undertakings required by the Pledgee.
- 6.3 The Pledgor hereby undertakes to the Pledgee that all warranties, undertakings, agreements, statements and conditions hereunder will be complied with and fulfilled. If the Pledgor fails to fulfil all or part of its undertakings, commitments, agreements, statements and conditions, the Pledgor shall indemnify the Pledgee for all losses suffered as a result.
- 6.4 If the equity relates to any property preservation, enforcement or any coercive measure imposed by the court or any other governmental agency for any reason, or if the value of the equity is reduced or lost in any way sufficient to endanger the rights of the Pledgee, the Pledgor shall immediately notify the Pledgee in writing of such circumstances and take effective measures to safeguard the rights and interests of the Pledgee, including but not limited to the provision of additional property for mortgage or security. If the Pledgee fails to do so, the Pledgee may auction or sell the equity at any time, and use the price of the auction or sale to pay off the Secured Indebtedness or deposit in advance; any expenses arising therefrom shall be borne by the Pledgor.
- 6.5 Without the prior written consent of the Pledgee, Party C shall not increase or decrease the registered capital, and the Pledgor shall not transfer the equity of Party C or impose any Security Interest, or any other encumbrance on it. Subject to this provision, the equity rights of Party C acquired by the Pledgor after the date of execution of this Agreement (that is, the future equity of Party C (including but not limited to the equity corresponding to the expanded registered capital formed by the capital increase) held by the Pledgor from time to time during the term of this Agreement, hereinafter referred to as the "**Additional Equity**") shall also belong to the equity pledged by the Pledgor to the Pledgee in accordance with this Agreement. The Pledgor and Party C shall sign a supplementary Equity Pledge Agreement with the Pledgee on the Additional Equity before or at the same time as the Pledgor acquires the Additional Equity, and prompt the board of directors or executive director of Party C (as the case may be) and the shareholders' meeting or shareholder of Party C (as the case may be) to approve the supplementary Equity Pledge Agreement, and shall submit to the Pledgor all documents required for the supplementary Equity Pledge Agreement, including but not limited to: (a) the original shareholder contribution certificate issued by Party C on the Additional Equity; (b) the register of shareholders recording the Additional Equity and pledge rights; and (c) other documents reasonably required by the Pledgee. The Pledgor and Party C shall, in accordance with the provisions of this Agreement, register the establishment (or change) of Additional Equity and deliver the relevant documents to the Pledgee for custody.

- 6.6 Unless the Pledgee has previously issued a written instruction to the contrary, the Pledgor and/or Party C agree that, if part or all of the equity is transferred between the Pledgor and any third party (hereinafter referred to as the “**Equity Transferee**”), the Pledgor and/or Party C shall ensure that the Equity Transferee will unconditionally recognize the pledge and perform the necessary registration procedures for the change of pledge (including but not limited to, execution of the relevant documents) to ensure the existence of the Pledge. If the equity transfer referred to in this Article is a transfer in violation of this Agreement, the performance of the provisions of this Article by the Pledgor and/or Party C shall not be deemed to have waived the prosecution of the Pledgor and/or Party C for breach of contract. The Pledgee hereby expressly reserves the right to investigate the breach of contract by the Pledgor and/or Party C.
- 6.7 If any transfer of equity arises as a result of the exercise of the Pledge hereunder, the Pledgor undertakes it will take all measures to achieve such transfer.
- 6.8 Unless the Pledgee agrees, the Pledgor shall not dispose of the equity by any means, such as transfer, sale, pledge or mortgage, and/or give up the Interest arising from the holding of the equity, until the performance of the Contractual Obligations has been completed and the Secured Indebtedness has been fully paid off or this Agreement is cancelled.
- 6.9 The Pledgor shall not execute any documents or make any relevant undertakings which are in conflict with any agreement or any other legal document that is executed and being performed by Party C and/or the Pledgee and/or its Affiliate; the Pledgor shall not cause any conflict of interest between the Pledgor and the Pledgee as well as its shareholders through any act or omission. In case of any such conflict of interest (the Pledgee shall have the right to decide unilaterally whether such conflict of interest arises), the Pledgor shall take measures in a timely manner to eliminate it as soon as possible with the consent of the Pledgee and/or its Affiliates. If the Pledgor refuses to take measures to eliminate the conflict of interest, the Pledgee shall be entitled to exercise its Call Options under the Exclusive Option Agreement;
- 6.10 If, in accordance with applicable law, any amendment, supplement or renewal in respect of this Agreement shall take effect upon signature or seal by the Parties, the Pledgor shall, within five (5) days from the date of completion of such amendment, supplement or renewal, register such changes with the competent Registry.
- 6.11 The Pledgor has made all appropriate arrangements and signed all necessary documents to ensure that in the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other circumstance that may affect the exercise of its equity, its heir, agent, guardian or shareholder or transferee holding the equity of Party C at that time shall be deemed to be a Party hereto, inheriting and assuming all the rights and obligations of the Pledgor hereunder.
- 6.12 The Pledgor agrees to execute an irrevocable Power of Attorney granting all rights as the shareholder of Party C to Party A or the entity or individual designated of Party A, who may vote on all matters requiring the discussion of the shareholder’s meeting or decision of the shareholder (as the case may be), resolution by the shareholders’ meeting, and make and execute resolutions, minutes of meetings and other relevant documents, including but not limited to: appointing and electing directors, supervisors, and other senior management officers to be appointed and removed by shareholder or the shareholders’ meeting; disposing of the assets of the company; and amending the articles of association; taking over or managing Party C’s business, or dissolving or liquidating Party C and forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group in the liquidation period in accordance with the law.

### The Undertakings and Further Agreement of Party C:

- 6.13 If the consent, permission, waiver, authorization of any third party or the approval, permission, exemption of any governmental agency or the registration or filing formalities with any governmental agency (if required by law) is required for the execution and performance of this Agreement and the entry into force of the equity pledge hereunder, Party C will try its best to assist in obtaining the same and make it remain in force for the term hereof. If the business term of Party C expires within the term hereof, Party C shall complete the registration procedures for the extension of the business term before the expiration of its business term to ensure the continuity of the effect of this Agreement.
- 6.14 Without the prior written consent of the Pledgee, Party C shall not transfer or sell its assets or set or allow the existence of significant Security Interest or any other encumbrance that may affect the rights and interests of the Pledgee in the equity (including but not limited to, any transfer of intellectual property or any assets worth more than RMB1 million of Party C, or any property right or right of use attached to such assets).
- 6.15 In the event of any legal action, arbitration or any other request that may adversely affect the interests of Party C's equity or the interest of the Pledgee under the Transaction Agreements and this Agreement, Party C shall undertake to notify the Pledgee in writing as soon as possible and in a timely manner, and take all necessary measures to ensure the Pledgee's rights and interests in the equity at the reasonable request of the Pledgee.
- 6.16 Party C shall not carry out or permit any act or action that may adversely affect the interests or equity of the Pledgee under the Transaction Agreement and this Agreement.
- 6.17 Within 60 business days after the end of each financial year (hereinafter referred to as the "**Previous Financial Year**") or at the request of the Pledgee, Party C shall provide the Pledgee with the audited consolidated financial statements of Party C for the Previous Financial Year and other information on the operating results and financial position of Party C, including but not limited to the balance sheet, income statement, and cash flow statement.
- 6.18 Party C undertakes it will take all necessary measures and sign all necessary documents in accordance with the reasonable requirements of the Pledgee to ensure the exercise and realization of the Pledgee's pledge of equity and such rights and interests.
- 6.19 In the event that Party C is dissolved or liquidated as required by the PRC Laws, this Agreement shall terminate, and Party C and the Pledgor shall, to the extent permitted by the PRC Laws, transfer all the assets, including the equity, to Party A free of charge or at the lowest price permitted by the PRC Laws, or the liquidator at that time disposes of all the assets, including the equity, on the basis of protecting the interests of shareholders and/or creditors of the direct or indirect overseas parent company of Party A.

- 6.20 Each Party separately warrants to the other Parties that once the PRC Laws permit and the Pledgee decides to purchase all the equity of Party C held by the Pledgor in accordance with the Exclusive Option Agreement and all the Secured Indebtedness and Contractual Obligations are fully paid and fulfilled, the Parties hereto shall immediately terminate this Agreement.

## 7. Default Event

- 7.1 A Default Event shall be deemed to occur:
- 7.1.1 in case of the breach or non-performance by the Pledgor of any of its Contractual Obligations under the Exclusive Option Agreement, Power of Attorney and/or this Agreement, and the breach or non-performance by Party C of any of its Contractual Obligations under the Exclusive Option Agreement, Power of Attorney, Business Cooperation Agreement and/or this Agreement;
  - 7.1.2 if any representation or warranty made by the Pledgor in Article 5 of this Agreement contains false statement or error, and/or the Pledgor breaches any warranty in Article 5 hereof and/or any undertaking in Article 6 hereof;
  - 7.1.3 if the Pledgor and Party C fail to complete the registration/change of registration/Additional Equity pledge registration at the Registry as agreed in this Agreement;
  - 7.1.4 if the Pledgor and Party C violate any provisions or terms of this Agreement;
  - 7.1.5 if the Pledgor's own loan, guarantee, compensation, undertaking or other liability to any third party (a) is required to be repaid or fulfilled in advance due to the Pledgor's default; or (b) is due but can not be repaid or fulfilled as scheduled;
  - 7.1.6 if any approval, license, consent, permission or authorization of a governmental agency that makes this Agreement enforceable, legal and effective is withdrawn, suspended, invalidated or substantially altered;
  - 7.1.7 if the enactment of the applicable law makes this Agreement illegal or prevents the Pledgor from continuing to perform its obligations hereunder;
  - 7.1.8 if the adverse changes in the property owned by the Pledgor result in the view of the Pledgee that the ability of the Pledgor to fulfil its obligations hereunder has been affected;
  - 7.1.9 if Party C or its successor or trustee may only partially perform or refuse to perform their payment obligations under the Business Cooperation Agreement or the Pledgor and/or Party C may only partially or refuse to pay off the Secured Indebtedness; and
  - 7.1.10 in any other circumstance where the Pledgee is not able to or may not be able to exercise its rights on the Pledge.
- 7.2 The Pledgor and Party C shall promptly notify the Pledgee upon knowledge or discovery of any of the circumstances referred to in Article 7.1 or any event that may lead to the above.

- 7.3 The Pledgee may, at the time of or at any time after the occurrence of the breach, give a Default Notice to the Pledgor and exercise all its remedies rights and powers under the PRC Laws, the Transaction Agreements and this Agreement, including but not limited to:
- (a) requiring the Pledgor and/or Party C to pay immediately all outstanding amounts due and payable under the Business Cooperation Agreement, all arrears under the transaction agreement and all other amounts due and payable to the Pledgee, and/or to repay the loan; and/or
  - (b) Disposing of the Pledge as provided for in Article 8 of this Agreement and/or otherwise disposing of the equity to the extent permitted by law (including but not limited to, discounting all or part of the equity, or giving priority to the repayment of the debt to the Pledgee with the amount from the auction or sale of the Equity).
- The Pledgee has the right to choose to exercise any of the above rights on the basis of its independent judgment. In this case, the other parties hereto shall unconditionally agree to cooperate fully. The Pledgee is not responsible for any loss caused by its reasonable exercise of such rights and powers.
- 7.4 The Pledgee shall have the right to appoint its lawyer or any other agent in writing to exercise any and all of its rights and powers mentioned above, and neither the Pledgor nor Party C shall object to this.
- 7.5 The Pledgee shall have the right to choose to exercise at the same time or successively any remedy for breach of contract, and the Pledgee shall not have to exercise other relief for breach of contract before exercising the right to auction or sell equity under this Agreement.

## **8. Exercise of Pledge**

- 8.1 The Pledgee may give written notice to the Pledgor when exercising its Pledge.
- 8.2 When the Pledgee exercises the Pledge, the Pledgee shall, within the scope permitted and in accordance with applicable PRC Laws, have the right to dispose of the equity in accordance with law. All the payments received by the Pledgee in the exercise of its Pledge shall be dealt with in the following order:
- (a) paying all the costs incurred in relation to the disposition of the Equity and the exercise of the rights by the Pledgee (including payment of the attorney's fee and the commission for the agent);
  - (b) paying taxes due to the disposition of the equity; and
  - (c) repaying the Secured Indebtedness to the Pledgee.
- 8.3 When the Pledgee disposes of the Pledge in accordance with this Agreement, the Pledgor and Party C shall provide the necessary assistance to enable the Pledgee to enforce the Pledge in accordance with this Agreement.
- 8.4 All actual expenses, taxes and fees and all legal expenses related to the establishment of equity pledge hereunder and the realization of the rights of the Pledgee shall be borne by Party C, except those to be borne by the Pledgee according to the PRC Laws; and the Pledgee shall have the right to deduct such expenses actually incurred in the exercise of its rights from the amount gained through exercise of its rights.
- 8.5 The amount of the Secured Indebtedness determined by the Pledgee in the exercise of its equity pledge in accordance with this Agreement shall be used as final evidence to determine the Secured Indebtedness hereunder.



**9. Transfer**

- 9.1 The Pledgor shall not transfer or assign their rights and obligations hereunder without the prior written consent of the Pledgee.
- 9.2 The Pledgor and Party C agree that, subject to the PRC Laws, after the Pledgee has notified the Pledgor and Party C, the Pledgee may, in any way and on such terms and conditions as it deems appropriate, assign or transfer to any third party any right it may exercise under this Agreement, the Transaction Agreements and other security documents.
- 9.3 This Agreement shall be binding on the Pledgor and Party C and their respective successors and permitted transferees, if any, and shall be valid for the Pledgee and each of its successors and transferees.
- 9.4 At any time, if the Pledgee transfers any and all of its rights and obligations under the Transaction Agreements to any party it designates, the transferee shall have and assume the rights and obligations of the Pledgee hereunder as if it were a Party hereto. Where the Pledgee transfers the rights and obligations under the transaction agreement, at the request of the Pledgee, the Pledgor and/or Party C shall execute the relevant agreement or other documents relating to such transfer.
- 9.5 If the Pledgee changes as a result of the transfer of the Transaction Agreement and/or this Agreement, at the request of the Pledgee, the Pledgor and Party C shall sign a new Equity Pledge Agreement with the new Pledgee on the same terms and conditions as this Agreement and register the pledge accordingly.
- 9.6 The Pledgor shall strictly abide by this Agreement and any other contract signed jointly or separately by the Parties hereto or any of them, including the Transaction Agreements, perform its obligations under this Agreement and other contracts (including the Transaction Agreements), and refrain from acts/omissions that may affect their validity and enforceability. The Pledgor shall not exercise any of its remaining rights in respect of the Equity unless otherwise directed in writing by the Pledgee.

**10. Termination**

At the expiration of the Pledge Term, this Agreement shall terminate and release the equity pledge hereunder, and the Pledgor and Party C shall record the cancellation of the equity pledge in the register of shareholders of Party C, and shall register the cancellation of the equity pledge with the relevant registry. The reasonable expenses arising from the release of equity pledge shall be borne by the Pledgor and Party C. Articles 12, 13 and 19.6 of this Agreement shall survive termination hereof.

**11. Service Charges and other Expenses**

Party C shall bear all costs and actual expenses relating to this Agreement, including but not limited to attorney's fees, certificate costs, stamp duties and any other taxes and expenses. If the applicable PRC Laws require the Pledgee to bear a number of related taxes and expenses, the Pledgor shall cause Party C to repay in full the taxes and expenses paid by the Pledgee.

## 12. Liability for Confidentiality

The Parties acknowledge that any oral or written information they exchange in connection with this Agreement is confidential. The Pledgor and Party C shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of Pledgee, other than the information: (a) known to the public (but not disclosed to the public by any recipient);(b) required to be disclosed by applicable law or by the rules or regulations of any stock exchange; or (c) required to be disclosed by the Pledgor and Party C to their legal or financial advisers, who shall be bound by a confidentiality obligation similar to the obligations in this Article, in respect of transactions as contemplated herein. The disclosure of any confidential information by the staff or agencies employed by the Pledgor and Party C shall be deemed to be the disclosure of such confidential information by such Party, which shall be liable for breach of this Agreement. This Article shall remain in force regardless of the invalidity or termination of this Agreement for any reason.

## 13. Applicable Law and Dispute Settlement

- 13.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the settlement of disputes hereunder shall be governed by the law of the People's Republic of China.
- 13.2 Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Parties. If the any Party fails to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other Parties to settle such dispute through negotiation, any Party may submit such dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Parties. The arbitral tribunal may rule on Party C's equity interests, assets or property interests as the compensation or satisfaction to the pledgee for the losses caused by the breach of contract by other Parties hereto, rule on injunctive relief in respect of the relevant business or asset transfer, or order Party C to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where Party C is incorporated and where Party C or the Pledgee's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including but not limited to, restrictions on the operation of Party C's business, restrictions on and/or disposition of Party C's equity interests, assets or property interests (including but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of Party C, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling for the breaching party not to carry out acts that may lead to further expansion of the loss suffered by the Pledgee.
- 13.3 In the event of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder, except in the matter in dispute.

13.4 After the date of execution hereof, if at any time, as a result of the promulgation of or change in any PRC Laws, statutes or regulations, or as a result of the interpretation or application of such PRC Laws, statutes or regulations, the following agreements shall apply: to the extent permitted by the PRC Laws, (a) if the change in law or the newly promulgated provisions are more favorable to the Pledgee than the relevant PRC Laws, statutes and regulations in force on the date of execution hereof (while the other Parties are not seriously adversely affected), the Parties shall promptly apply for benefits arising from the change or new provisions and do their best to obtain the approval of such application; or (b) if the Pledgee's economic interests under this Agreement are directly or indirectly adversely affected by the above legal changes or newly promulgated provisions, this Agreement shall continue to be performed in accordance with the original terms, and the parties shall use all legal means to waive compliance with such change or provisions. If the adverse effects on the Pledgee's economic interests can not be resolved in accordance with this Agreement, the Parties shall promptly negotiate and make all necessary amendments to this Agreement in order to maintain the Pledgee's economic interests hereunder.

#### **14. Force Majeure**

14.1 "Force Majeure" means an event which is unforeseeable, unavoidable and insurmountable and which renders any partial or total default under this Agreement by one Party hereto. Such Force Majeure events include, but are not limited to, earthquakes, typhoons, floods, wars, strikes, riots, government actions, changes in legal provisions or the applicability of the legal provisions.

14.2 In event of a Force Majeure event, the obligation of one party to be affected by such event under this Agreement shall automatically be suspended during the delay caused by such event, and its performance shall be automatically extended for the period of suspension. The party shall not be punished or liable for this. In the event of force majeure, the Parties shall immediately negotiate a fair solution and make every reasonable effort to minimize the impact of force majeure.

#### **15. Notices**

15.1 All notices and other correspondences required or permitted to be given under this Agreement shall be sent personally, by registered mail with postage prepaid, courier service, facsimile or e-mail to the address, fax number or e-mail of the other Party hereto as listed in **Annex II** hereto. An additional confirmation shall be sent by e-mail for each notice. Such notice shall be deemed to be duly served on:

- (1) If sent personally, by registered mail with postage prepaid, courier service, on the date of acceptance or refusal thereof at the recipient's address specified for such notice;
- (2) If sent by fax, on the date of successful transmission (as evidenced by automatically generated confirmation of transmission);
- (3) If sent by e-mail, on the date of successful transmission.

15.2 Any Party may, in accordance with the terms of this Article, change its receiving address, fax and/or email address at any time by giving notice to other Parties hereto.

## **16. Severability**

If one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any way under any applicable law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired in any way. The Parties shall, through consultations in good faith, seek to replace such invalid, illegal or unenforceable provisions with valid provisions to the maximum extent permitted by law and expected by the Parties, and the economic effects of such valid provisions shall be as similar as those of such invalid, illegal or unenforceable provisions to the extent possible.

## **17. Annex**

The annexes to this Agreement shall constitute an integral part of this Agreement.

## **18. Entry into force, Amendment, Modification, Supplementation and Counterparts**

- 18.1 This Agreement shall take effect from the date when the Parties hereto sign hereonto, and the pledge of the Equity hereunder shall take effect from the date of completion of the relevant registration procedures by the Registry.
- 18.2 Any amendment, modification and supplement in respect of this Agreement shall be made in writing and shall take effect upon signature or seal by the Parties.
- 18.3 Where the stock exchange or other regulatory agency of Hong Kong or NASDAQ of the United States proposes any amendment to this Agreement, or in case of any change in the listing rules or related requirements of Hong Kong or NASDAQ of the United States in relation to this Agreement, the Parties hereto shall amend this Agreement accordingly.
- 18.4 This Agreement is made in six (6) counterparts. The Pledgor and the Pledgee holds one (1) counterpart respectively, and Party C shall hold two (2) counterparts. Each counterpart shall have the same legal effect.

## **19. Miscellaneous**

- 19.1 This Agreement shall be binding on and shall be valid for the respective successors of the Parties and the permitted transferees of such Parties.
- 19.2 Any Party hereto may waive the rights such Party is entitled to under this Agreement, provided that such waiver by the Pledgor and Party C must be in writing and signed by Pledgee. No waiver by any Party in respect of a breach by the other Parties in certain circumstances shall be deemed as a waiver of any similar breach in other circumstances.
- 19.3 The headings of this Agreement are for ease of reading only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions hereof.
- 19.4 The Parties agree to execute in a timely manner documents or take further actions that are reasonably required for the implementation of the provisions and purposes of this Agreement or beneficial to such purposes.
- 19.5 Without prejudice to the Transaction Agreements and other provisions hereof, if at any time, as a result of the promulgation or change of any PRC Laws, or as a result of any change in the interpretation or application of such PRC Laws, or as a result of change in the relevant registration procedures, the Pledgee considers it unlawful or contrary to such PRC Laws to maintain the entry into force of this Agreement, maintain the validity of the Pledge hereunder and/or dispose of the Equity in the manner provided for herein, the Pledgor and Party C shall immediately take any action, and/or sign any agreement or any other document, in accordance with the written instructions of the Pledgee and the reasonable request of the Pledgee, in order to: (a) maintain the validity of the Pledge hereunder and this Agreement; (b) facilitate the disposition of the Equity in the manner as specified in this Agreement; and/or (c) maintain or realize the security established or intended to be established by this Agreement.

- 19.6 This Agreement is a legal document independent of the Transaction Agreements and other security documents. The invalidity of the Transaction Agreements or other security documents shall not affect the rights and obligations of the Parties hereunder. If the Transaction Agreements or other security documents are declared null and void and the Pledgor still has outstanding Contractual Obligations and/or still owes the Secured Indebtedness to the Pledgee, the Equity under this Agreement shall remain as a pledge security of the Contractual Obligations and Secured Indebtedness until the Pledgor pays off all the Secured Indebtedness and performs all Contractual Obligations.
- 19.7 Except written amendments, supplementations or modifications made after the execution hereof, this Agreement shall constitute the entire agreement between the Parties hereto in respect of the subject matter hereunder and shall supersede all prior oral and written consultations, representations and contracts in respect of the subject matter hereunder.

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[This page has no text and is the signature page of the Equity Pledge Agreement]

IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY A:

**HODE SHANGHAI LIMITED** (COMPANY STAMP)

/s/ Hode Shanghai Limited

By: /s/ Chen Rui

Name: Chen Rui

Title: Legal Representative

*Signature page to Equity Pledge Agreement*

[This page has no text and is the signature page of the Equity Pledge Agreement]

IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY B:

**XU YI**

By: /s/ Xu Yi

*Signature page to Equity Pledge Agreement*

[This page has no text and is the signature page of the Equity Pledge Agreement]

IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY B:

**CHEN RUI**

By: /s/ Chen Rui

*Signature page to Equity Pledge Agreement*



[This page has no text and is the signature page of the Equity Pledge Agreement]

IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY B:

**LI NI**

By: /s/ Li Ni

*Signature page to Equity Pledge Agreement*

[This page has no text and is the signature page of the Equity Pledge Agreement]

IN WITNESS WHEREOF, the parties have caused this Equity Pledge Agreement to be executed as of the date and place set forth at the beginning hereof.

PARTY C:

**SHANGHAI HODE INFORMATION TECHNOLOGY CO., LTD.** (COMPANY STAMP)

/s/ Shanghai Hode Information Technology Co., Ltd.

By:     /s/ Xu Yi    

Name: Xu Yi

Title: Legal Representative

*Signature page to Equity Pledge Agreement*

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**List of Annex**

Annex I  
Annex II

Register of Shareholders  
Contact Details of Parties

*Annex to Equity Pledge Agreement*

### Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (hereinafter referred to as “**this Agreement**”) is made and entered into by and among the following parties in Shanghai, China on December 23, 2020:

**Party A: HODE SHANGHAI LIMITED**

Address: Room 4031, 4/F, Building 1, No. 310 Fasai Road, China (Shanghai) Pilot Free Trade Zone

**Party B: SHANGHAI HODE INFORMATION TECHNOLOGY CO., LTD.**

Address: Room 905-906, No. 2277-1 Zuchongzhi Road, China (Shanghai) Pilot Free Trade Zone

Party A and Party B are hereinafter individually referred to as the “**Party**” and collectively, the “**Parties**”.

Whereas:

1. Party A is a wholly foreign-owned enterprise established in the People’s Republic of China (hereinafter referred to as the “**PRC**”). Its main business includes technology development, transfer, technical consultation and technical services, business information consultation, business management consultation, animation design and advertising in the field of information technology and network technology;
2. Party B is a limited liability company established in the PRC, its main business includes value-added telecommunications service, radio and television program production and operation, online game operation, ticketing agency. All business activities operated and developed by Party B at present and at any time during the term hereof are hereinafter referred to as the “**Main Business**”;
3. Party A agrees to make use of its human resource, technology and information advantages to provide Party B with the relevant exclusive technical services, technical consultations and other services as stipulated in the terms of this Agreement during the term hereof (see below for the specific scope), and Party B agrees to accept such services provided by Party A or its designated party (including Party A’s direct or indirect overseas parent company or a subsidiary directly or indirectly controlled by Party A’s direct or indirect overseas parent company) in accordance with the terms of this Agreement;
4. The Parties have executed an Exclusive Technology Consulting and Services Agreement (hereinafter referred to as the “**Original Agreement**”) on October 10, 2017. The Parties hereby agree to amend and restate the terms and conditions of the Original Agreement and agree to execute this Agreement in lieu of the Original Agreement.

THEREFORE, Party A and Party B hereby agree as follows through mutual negotiation:

#### 1. Provision of Services by Party A

- 1.1 Pursuant to the terms and conditions of this Agreement, Party B hereby appoints Party A as Party B’s exclusive service provider to provide Party B with comprehensive business support, technical services and consultation services, specifically including all or part of the services decided by Party A from time to time within the business scope of Party A, including, but not limited to, the contents listed in **Annex I** as well as other consultations and services related to the above and provided by Party A from time to time upon the request of Party B to the extent permitted by the PRC Laws (including any laws, regulations, rules, notices or other binding documents promulgated by any central or local legislative, administrative or judicial department of Mainland China before or after the execution of this Agreement, hereinafter “**PRC Laws**”) (hereinafter referred to as “**Services**”).

- 1.2 Party B agrees to accept the consultations and services provided by Party A. Party B further agrees that except with Party A's prior written consent, during the term hereof, Party B shall not accept, or cause its controlled subsidiaries to accept any consultation and/or services provided by any third party, and shall not cooperate with any third party, in respect of the consultations and services contemplated herein. Party A may appoint other parties, who may enter into some or all agreements described in Article 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.
- 1.3 In order to ensure that Party B meets the cash flow requirements in its daily operation and / or offset any losses arising from its operation, whether or not Party B actually incurs any such operating losses, Party A may, at its discretion, decide to provide Party B with financial support (only to the extent permitted by the PRC Laws). Party A may provide financial support to Party B in the form of loans permitted by the PRC Laws, and shall execute the contract in respect of such loan separately.
- 1.4 Manner of Providing Services
- (1) In order to fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, the Parties may, directly or through their respective Affiliates with the corresponding service capabilities and resources, sign other technical service agreements and consulting service agreements for the purpose of providing services to Party B by Party A, and agree on the specific contents, methods, personnel and expenses in respect of specific services. For the purposes of this paragraph and this Agreement, the "**Affiliate**" means, in case of any specific subject, that specific subject directly or indirectly controlled through one or more intermediaries, or any other subject under the control of or the common control with such specific subject.
  - (2) In order to perform this Agreement, Party A and Party B agree that, during the term hereof, the Parties may execute intellectual property (including but not limited to the copyright, trademark, patent, domain name, know-how, trade secret and otherwise) license agreements directly or through their respective Affiliates, which shall permit Party B to use the relevant intellectual properties owned by Party A and its Affiliates at any time based on Party B's business needs, and Party A may charge the relevant fees (including the service fee stipulated in Article 2.1 below).
  - (3) In order to perform this Agreement, Party A and Party B agree that during the term hereof, the Parties may execute the equipment lease agreement directly or through their respective Affiliates, which shall permit Party B to use the relevant equipment owned by Party A at any time based on Party B's business needs, and Party A shall charge the relevant fees (including the service fee stipulated in Article 2.1 below).

- (4) In order to fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, the Parties may, directly or through their respective Affiliates, sign other agreements for the purpose of providing services by Party A to Party B.
- (5) Party A may, at its own discretion, decide to appoint any third party with the service capability and resources to provide all or part of the services under this Agreement, but Party A shall be prudently responsible for the selection of such third party. Party A agrees to bear its legal liability under this Agreement for the work products of such third party, except where Party B and such third party agree otherwise. Party B hereby acknowledges that Party A shall have the right to transfer its rights and obligations under this Agreement to any third party.
- 1.5 In order to fulfill this agreement, Party A and Party B shall communicate and exchange all kinds of information related to their business and/or their customers in a timely manner.
- The services provided by Party A in this Agreement are exclusive. Party B may continue to perform the agreement in respect of the same or similar services provided to Party B by a third party as to those provided by Party A on the date of execution hereof, subject to the written approval of Party A; Party A does not agree, Party B shall promptly cancel such agreement with such third party and bear any costs and liabilities arising from the cancellation thereof. Party B shall continue to perform other contracts that Party B is performing or other legal documents which are binding upon Party B, and Party B shall not amend, modify or terminate such contracts or legal documents without Party A's prior written consent.
- 1.6 In order to clarify the rights and obligations of the Parties and to enable the above-mentioned service agreement to be performed in practice, the Parties agree, subject to the provisions of the PRC Laws:
- (1) Party B shall operate based on Party A's opinions or suggestions under Article 1.1 hereof.
- (2) Except that Party B's former directors, supervisors and senior management officers agreed by Party A may remain in office, Party B shall, in accordance with the procedures prescribed by PRC laws, appoint Party A's recommended candidates as Party B's directors and supervisors, and shall, subject to the PRC laws, appoint Party A's recommended personnel as Party B's general manager, chief financial officer and other senior management officers to be responsible for and supervise Party B's business and operation. Subject to the PRC Laws, Party B shall not remove the directors, supervisors and senior management officers of its company recommended by Party A for any other reason except for reasons of retirement, resignation, incompetence or death, unless with the prior written consent of Party A.
- (3) Party B agrees to cause Party B's directors, supervisors and senior management officers to exercise or perform their authorities or obligations under the PRC Laws and Party B's articles of association as instructed by Party A.

- (4) Party A has the right to set up and adjust Party B's organization and conduct the human resource management.
  - (5) Party A shall have the right to carry out service-related business in the name of Party B. Party B shall provide Party A with all necessary support and facilities for the smooth development of the business, including, but not limited to, issuing to Party A all necessary authorizations for the provision of the relevant services.
  - (6) Subject to the PRC Laws, Party A shall have the right to check Party B's accounts regularly and at any time, and Party B shall keep accounts in a timely and accurate manner and provide Party A with its accounts as required by Party A. Within the term hereof, Party B agrees to cooperate with Party A and Party A's legal person shareholders (only referred to Hode HK Limited and its controlled subsidiaries, the same as follows) to conduct audits (including but not limited to related transaction audits and other types of audits), to provide Party A and Party A's legal person shareholders and/or auditors entrusted by Party A with relevant data and information on Party B's operations, business, customers, finance, employees, etc., and to agree that Party A's shareholders disclose such data and information in order to meet the requirements of securities supervision.
  - (7) Party B agrees that the relevant certificates and company seals important to Party B's daily operation, including Party B's business license, qualification certificate, official seal, contract seal, financial special seal and legal representative seal involved in the operation of the business, shall be kept by Party B's directors, legal representative, general manager, chief financial officer and other senior management officers recommended by Party A and appointed by Party B in accordance with the legal procedures.
- 1.7 The Parties agree that the services provided by Party A to Party B hereunder shall also apply to the subsidiaries controlled by the Parties, and the Parties shall urge their controlled subsidiaries to exercise their rights and perform their obligations in accordance with this Agreement.

## 2. Calculation of Service Charges, Payment Methods, Financial Statements, Audit and Taxation

- 2.1 For the services provided by Party A in accordance with this Agreement, and subject to the PRC Laws, during the term of this Agreement, after Party B and its controlled subsidiaries shall, after the end of each financial year, make up for the losses of the previous year (if necessary) and deduct the necessary costs, expenses, taxes and fees incurred in the corresponding financial year, and draw the statutory provident funds that must be drawn according to law, the incomes of Party B and its controlled subsidiaries (including the accumulated incomes of the previous financial year) shall be equal to the combined net profits and shall be paid to Party A as service charges (hereinafter referred to as "**Service Charges**"); and Party A shall have the right to determine the above deductible items. The amount of such Service Charges shall be determined by Party A, and their calculation and adjustment shall take into account, but not limited to, the following factors, and Party A shall have the right to decide independently to adjust such Service Charges: (a) the difficulty of the management and technology provided by Party A and the complexity of the management and technical advice and other services provided; (b) the time required for Party A's related personnel to provide such management and technical advice and other services; (c) the specific content and commercial value of the management and technical advice and other services provided by Party A; (d) the specific content and commercial value of the intellectual property license and lease service provided by Party A; and (e) the market price of the same kind of services. The above Service Charges shall be transferred by Party B to the bank account designated by Party A by remittance or any other means approved by the Parties within five (5) business days after Party A issues payment instructions to Party B. Party A may change such payment instructions from time to time. The Parties agree that the payment of the above Service Charges shall not, in principle, cause any difficulty in the operation of either Party in the current year. For the above purpose, Party A shall have the right to agree to Party B's deferred payment to avoid any financial difficulties of the Party B. Party A shall also have the right to make any other adjustment to the Service Charges that it deems reasonable, but shall notify Party B in writing in advance.

- 2.2 Party A agrees that, in case of Party B's operating losses or serious operating difficulties, it will have the right to decide to provide financial support for Party B; in the event of the foregoing, only Party A shall have the right to decide whether Party B will continue to operate and Party B shall unconditionally approve and agree to Party A's above decision.
- 2.3 Party B shall, within 60 business days after the end of each financial year (hereinafter referred to as the "**Previous Financial Year**") or at the request of Party A, (a) provide Party A with the Party B's audited consolidated financial statements in the Previous Financial Year, which shall be audited by an independent certified public accountant approved by Party A; (b) if the audited financial statements show any deficiency in the total amount of the Service Charges paid by Party B to Party A during the Previous Financial Year, Party B shall pay the difference to Party A within 5 days from the date Party A or Party B finds the difference.
- 2.4 Party B shall, in accordance with the applicable laws, generally recognized accounting standards and commercial practices, prepare financial statements that meet the requirements of Party A.
- 2.5 Upon prior notice from Party A, Party A and/or its designated auditor shall have the right to review Party B's relevant books and records at Party B's main office and copy the required books and records in order to verify Party B's income amount and the accuracy of the statements. Party B shall, in accordance with the requirements of Party A, provide relevant information and materials concerning Party B's operation, business, customers, finance, employees, etc., and agree that Party A or Party A's legal person shareholders may disclose or publish such information and materials if necessary.
- 2.6 The tax burden arising from the performance of this Agreement shall be borne by the Parties.

### **3. Intellectual Property and Confidentiality**

- 3.1 In order to perform this Agreement, Party A and Party B agree that, during the term hereof, the Parties and their respective Affiliates may execute the licensing agreement of intellectual property (including but not limited to copyright, trademark, patent, domain name, know-how, trade secret and otherwise) directly or through their respective Affiliates, which shall permit either Party to use the relevant intellectual properties owned by the other Party. In particular, Party A or its Affiliates shall have the right to use the intellectual property owned by Party B or its Affiliates free of charge in accordance with such agreement.



- 3.2 Unless with the prior written consent of Party A, on basis of the provision of the services hereunder for Party B and its controlled subsidiaries, Party A shall have unique and proprietary rights and interests in any right, title, equity and intellectual property including but not limited to all present and future copyrights, patents (including invention patents, utility model patents and design patents), trademarks, trade names, brands, software, know-hows, trade secrets, all related goodwill, domain names and any other similar rights (hereinafter referred to as “**Such Rights**”) arising or created during the performance of this Agreement by Party B and its controlled subsidiaries, whether developed by Party A or by Party B. Party B shall not claim any of Such Rights from Party A. Party B shall sign all the documents required to make Party A the owner of Such Rights and take all actions necessary to make Party A the owner of Such Rights. Party B warrants that there are no defects in Such Rights and will compensate Party A for any losses caused by such defects (if any).
- 3.3 Without the written consent of Party A, Party B shall not, and shall compel its controlled subsidiaries not to, transfer, assign, pledge, licence or dispose of any of Such Rights and any intellectual property Party B and its controlled subsidiaries are entitled to as of the execution date hereof, including but not limited to all the present and future copyrights, patents (including invention patents, utility model patents and design patents), trademarks, trade names, brands, software, know-hows, trade secrets, all relevant goodwill, domain names and any other similar right (hereinafter referred to as “**Corresponding Rights**”).
- 3.4 Party B shall dispose of any corresponding rights in accordance with Party A’s instructions from time to time, including, but not limited to, the transfer or authorization of the corresponding rights to Party A or its designated person without violating the PRC Laws.
- 3.5 The Parties hereto acknowledge that any oral or written information they exchange in connection with this Agreement is confidential. Party B shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of Party A, other than the information: (a) known to the public (but not disclosed to the public by any recipient); (b) required to be disclosed by applicable law or by the rules or regulations of any stock exchange; or (c) required to be disclosed by Party B to their legal or financial advisers, who shall be bound by a confidentiality obligation similar to the obligations in this Article, in respect of transactions as contemplated herein. The disclosure of any confidential information by the staff or agencies employed by Party B shall be deemed to be the disclosure of such confidential information by Party B, which shall be liable for breach of this Agreement. This Article shall remain in force regardless of the termination of this Agreement for any reason.

- 3.6 Party B shall not execute any document or make any relevant undertaking which is in conflict with any agreement or any other legal document that is executed and being performed by Party A and/or its Affiliates; Party B shall not cause any conflict of interest between Party B and Party A as well as its Affiliates through any act or omission. In case of any such conflict of interest (Party A shall have the right to decide unilaterally whether such conflict of interest arises), Party B shall take measures in a timely manner to eliminate it as soon as possible with the consent of Party A and/or its Affiliates. If Party B refuses to take measures to eliminate conflicts of interest, Party A shall have the right to exercise its call options under the Exclusive Option Agreement (hereinafter referred to as the “**Exclusive Option Agreement**”) executed with Party B and Party B’s shareholders on the execution date hereof.
- 3.7 Within the term hereof, all customer information and other relevant information related to Party B’s business and the services provided by Party A shall be owned by Party A.
- 3.8 The Parties hereto agree that, this Article 3 hereto shall survive the change, cancellation or termination hereof.

#### **4. Representations and Warranties**

- 4.1 The representations and warranties of Party A are as follows:
- (1) Party A is a wholly foreign-owned enterprise (WFOE) duly registered and validly existing under the PRC Laws with the independent legal person qualification; has full and independent legal status and legal capacity, and has obtained appropriate authorization to execute, deliver and perform this Agreement, and can act as an independent subject of litigation;
  - (2) Party A signs and performs this Agreement within its legal personality and the scope of its business operations and has the permission, record and qualification required to provide the services as stipulated herein. Party A has taken the necessary corporate actions and has been duly authorized and obtained the consent and approval (if necessary) of third parties and government agencies to complete the transactions mentioned herein and will not violate the laws or other restrictions binding or affecting Party A.
  - (3) After its execution and delivery of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of Party A and may be enforced in accordance with the terms of this Agreement.
  - (4) Party A has no litigation, arbitration or any other judicial or administrative procedure having occurred and outstanding that will affect Party A’s ability to perform its obligations hereunder, and to the best of its knowledge no one threatens to take such action.
- 4.2 The representations, warranties and undertakings of Party B are as follows:
- (1) Party B is a limited liability company duly registered and validly existing under the PRC Laws with the independent legal person qualification; has full and independent legal status and legal capacity, and has obtained appropriate authorization to execute, deliver and perform this Agreement, and can act as an independent subject of litigation.
  - (2) Party B’s acceptance of the services provided by Party A will not violate any PRC Laws. Party B will sign and perform this Agreement within its legal personality and the scope of its business operations and Party B has taken the necessary corporate actions and has been duly authorized and obtained the consent, approval or filing of third parties and government agencies to complete the transactions mentioned herein and will not violate the laws or other restrictions binding or affecting Party B.

- (3) After its execution and delivery of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of Party B and may be enforced in accordance with the terms of this Agreement.
- (4) Party B has no litigation, arbitration or any other judicial or administrative procedure having occurred and outstanding that will affect Party B's ability to perform its obligations hereunder, and to the best of its knowledge no one threatens to take such action. If any litigation, arbitration or any other judicial proceeding or administrative punishment occurs or may occur in relation to Party B's assets, business or income, Party B will notify Party A immediately after knowing such litigation, arbitration or any other judicial proceeding or administrative punishment, and will only reach a settlement on such proceedings with the prior written consent of Party A.
- (5) In accordance with this Agreement, Party B shall pay Party A the Service Charges in full and on time, and maintain the continuous validity of the license and qualification related to the business of Party B and its controlled subsidiaries within the service period. In all the matters necessary for Party A to effectively perform its duties and obligations hereunder, Party B will assist Party A, provide Party A with full cooperation and actively work with the services provided by Party A, and accept Party A's reasonable opinions and suggestions on the business of Party B and its controlled subsidiaries.
- (6) Without the prior written consent of Party A, from the execution date hereof, Party B will not, and shall urge its controlled subsidiaries not to sell, transfer, mortgage or otherwise dispose of legal rights and interests in any assets (including tangible assets or intangible assets, excluding assets within RMB 1 million as required in the normal business operations), business, operation right or income, or cause any Security Interest or other encumbrance to be placed on the same. For the purpose of this Paragraph and this Agreement, the "**Security Interest**" shall include mortgage, pledge, lien and any security over third party right or interest, including any equity interest call option, acquisition right, right of first refusal, set-off right, ownership retention or other security arrangements.
- (7) Without the prior written consent of Party A, except for the reasonable expenses in the normal course of operation, Party B shall not pay any fee to any third party in any name, shall not exempt any third party from its debts, shall not lend or borrow a loan to any third party, or provide a security or guarantee for any third party, or allow any third party to establish any other Security Interest in its assets or interests.
- (8) Without the prior written consent of Party A, from the execution date hereof, Party B shall not, and shall cause its controlled subsidiaries not to, incur, inherit, guarantee or permit the existence of any debt, (except (i) the debts incurred in the normal course of business but not through loans; and (ii) the debts that have been disclosed to and consented in writing by Party A).

- (9) Without the prior written consent of Party A, from the execution date hereof, Party B shall not, and shall cause its controlled subsidiaries not to, execute any major contract other than those executed in the course of normal business and those executed between Party B with Party A and its Affiliates (in this Paragraph, a contract shall be deemed as a major contract if its value exceeds RMB 1 million).
- (10) Without the prior written consent of Party A, from the execution date hereof, Party B shall not, and shall cause its controlled subsidiaries not to: (a) be merged, consolidated with or become a united entity with any third party; (b) invest or acquire any third party or be invested, acquired or controlled by any third party; (c) increase or decrease its registered capital, or otherwise change the form of the company or its registered capital structure or accept the investment or capital increase of Party B by the existing shareholders or third parties ; (d) be liquidated and dissolved.
- (11) Subject to the applicable PRC Laws, Party B shall appoint the person recommended by Party A as its director, supervisor or senior management officer; Party B shall not, for any other reason, refuse to appoint the person recommended by Party A unless with the prior written consent of Party A or as otherwise agreed herein.
- (12) Party B shall hold any and all governmental permits, licenses, authorizations and approvals necessary for its business within the term of this Agreement and shall ensure that all such governmental permits, licenses, authorizations and approvals will continue to be valid and legal throughout the term of this Agreement. Any and all government licenses, permits, authorizations and approvals necessary for Party B's business to be changed and/or increased as a result of changes in the provisions of the competent governmental authorities shall be changed and/or obtained by Party B in accordance with the requirements of the applicable laws during the term of this Agreement.
- (13) Party B shall promptly inform Party A of the circumstances that have or may have a significant adverse effect on the business and operation of Party A, and shall do its utmost to prevent the occurrence and/or expansion of such circumstance.
- (14) Without the prior written consent of Party A, Party B and/or its controlled subsidiaries shall not amend the articles of association or change the main business or make major adjustments to the business scope, model, profit model, marketing strategy, business policy or customer relationship of Party B and/or its controlled subsidiaries.
- (15) Without the prior written consent of Party A, Party B and / or its controlled subsidiaries shall not enter into any partnership or joint venture or profit sharing arrangement with any third party, or any other arrangement for the purpose of transfer of benefits or the realization of profit sharing in the form of royalties, service fees or consultancy fees.

- (16) At the request of Party A from time to time, Party B shall provide Party A with information on Party B's operation, management and financial situation.
  - (17) Without the prior written consent of Party A, Party B shall not announce or distribute bonuses, dividends or any other benefit to its shareholders.
  - (18) Party B shall provide Party A with any technical or other information it deems necessary or useful to provide services hereunder, and allow Party A to use Party B's relevant facilities, data or information it deems necessary or useful to provide services hereunder.
- 4.3 In the event of divorce, incapacity, declared disappearance/death, death, bankruptcy or any other circumstance that may affect the holding of Party B's equity, Party B shall guarantee that such circumstance shall not affect its performance of this Agreement.
- 4.4 Either Party A or Party B respectively guarantee to the other Party that once the PRC Laws allow Party A to hold directly and Party A decides that it directly or designates its Affiliate to hold Party B's equity and Party A and / or its Affiliate may legally engage in Party B's business, the Parties shall terminate this Agreement upon the request of Party A after Party A or its designated Affiliate has formally registered as Party B's shareholder at the competent administration for industry and commerce.

## 5. Effect and Term

This Agreement shall enter into force on the date when it is executed by and between the Parties and shall remain in force unless this Agreement terminates in accordance with Article 6.1.

## 6. Termination

- 6.1 This Agreement shall be terminated in any of the following circumstances:
- (a) On the date of bankruptcy, liquidation, termination or dissolution according to law if Party B goes bankrupt, is liquidated, terminated or dissolved according to law during the term of this Agreement;
  - (b) On the date on which all the shares or assets of Party B have been transferred to Party A or the Affiliate designated by Party A in accordance with the Exclusive Option Agreement;
  - (c) On the date when Party A or its designated Affiliate is formally registered as Party B's shareholder at the competent administration for industry and commerce once the PRC Laws allow Party A to hold the shares of Party B directly and Party A and its subsidiaries can legally engage in Party B's business;
  - (d) On the date of the expiration of such written notice when Party A terminates this Agreement by giving Party B a written notice thirty (30) days in advance at any time within the term hereof;
  - (e) Earlier termination according to Article 7 hereof.

- 6.2 Within the term hereof, Party B shall not cancel this Agreement unilaterally. Party A may terminate this Agreement in accordance with Article 6.1(d) above without any liability for breach of contract for its unilateral cancellation hereof.
- 6.3 After the termination of this Agreement, the rights and obligations of the Parties under Articles 3, 8, 10, 11, 16.3 shall remain in force.
- 6.4 The early termination of this Agreement for any reason does not exempt either Party from all the payment obligations hereunder (including, but not limited to, the payment of Service Charges) arising from or due to this Agreement prior to the termination hereof, nor does it exempt any liability for breach of contract arising prior to the termination hereof. Party B shall pay Party A the Service Charges payable before the termination hereof within fifteen (15) business days from the date of termination hereof.

## 7. Liability for Breach

- 7.1 Except as otherwise provided herein, if a party (hereinafter referred to as the “**Breaching Party**”) fails to perform an obligation hereunder or violates this Agreement in other manner, the other Party (hereinafter referred to as the “**Aggrieved Party**”) may (a) send a written notice to the Breaching Party indicating the nature and scope of the breach and requesting the Breaching Party to remedy it at its own cost within the reasonable period provided in the notice (hereinafter referred to as the “**Remedy Period**”); if the Breaching Party fails to remedy it during the Remedy Period, the Aggrieved Party shall have the right to request the Breaching Party to assume all liabilities caused by its breach and compensate the Aggrieved Party for all actual economic losses caused to the Aggrieved Party by its breach, including but not limited to lawyer’s fees, litigation or arbitration fees arising from any litigation or arbitration proceedings relating to such breach, and furthermore, the Aggrieved Party shall also have the right to request the Breaching Party to enforce this Agreement and request the competent arbitral institution or court to order specific performance and/or enforcement of the terms agreed herein; (b) terminate this Agreement, and request the Breaching Party to assume all liabilities caused by its breach, and provide all damages; or (c) discount, auction or sell off the pledged equity interests as agreed in the Equity Pledge Agreement entered into by the Parties and the existing shareholders of Party B on the execution date hereof, and have priority in compensation with the proceeds from the discounting, auctioning or selling off and request the Breaching Party to assume all losses caused thereby. The exercise of the aforesaid remedial rights by the Aggrieved Parties shall not prevent them from exercise of other remedial rights pursuant to the provisions of this Agreement and the laws.
- 7.2 The Parties hereto agree and acknowledge that except as compulsorily provided by the PRC Laws, if Party B is a Breaching Party, Party A shall have the right to unilaterally terminate this Agreement immediately and request the Breaching Party to provide the liquidated damages. If Party A is the Breaching Party, Party B shall waive Party A’s obligation to provide damages, and unless otherwise provided by the laws, Party B shall not in any event have any right to terminate or cancel this Agreement.

## 8. Applicable Law, Dispute Settlement and Law Change

- 8.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the settlement of disputes hereunder shall be governed by the law of the People’s Republic of China.

- 8.2 Any dispute arising from the interpretation and performance hereof shall be settled through friendly negotiation between the Parties hereto. If the Parties fail to reach an agreement on the settlement of such dispute within thirty (30) days after either Party requests the other parties to settle such dispute through negotiation, any Party may submit such dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Parties hereto. The arbitral tribunal may rule on Party B's equity interests, assets or property interests as the compensation or satisfaction to Party A for the losses caused by the breach of contract by Party B, rule on injunctive relief in respect of the relevant business or asset transfer, or order Party B to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court in the place where Party B is incorporated and where Party B or Party A's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of Party B's business, restrictions on and/or disposition of Party B's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of Party B, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling for the breaching party not to carry out acts that may lead to further expansion of the loss suffered by Party A.
- 8.3 In the event of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder, except in the matter in dispute.
- 8.4 After the date of execution hereof, if at any time, as a result of the promulgation of or change in any PRC Laws, or as a result of the interpretation or application of such PRC Laws, the following agreements shall apply: to the extent permitted by the PRC Laws, (a) if the change in law or the newly promulgated provisions are more favorable to Party A than the relevant PRC Laws in force on the date of execution hereof (while Party B is not seriously adversely affected), the Parties shall promptly apply for benefits arising from the change or new provisions and do their best to obtain the approval of such application; or (b) if Party A's economic interests under this Agreement are directly or indirectly adversely affected by the above changes of the PRC Laws or newly promulgated provisions, this Agreement shall continue to be performed in accordance with the original terms, and the parties shall use all legal means to waive compliance with such change or provisions. If the adverse effect on Party A's economic interests can not be resolved in accordance with this Agreement, the Parties hereto shall promptly negotiate and make all necessary amendments hereto in order to maintain Party A's economic interests hereunder.

**9. Force Majeure**

- 9.1 “Force Majeure” means an event which is unforeseeable, unavoidable and insurmountable and which renders any partial or total default under this Agreement by one Party hereto. Such Force Majeure events include, but are not limited to, earthquakes, typhoons, floods, wars, strikes, riots, government actions, changes in legal provisions or the applicability of the legal provisions.
- 9.2 In event of a Force Majeure event, the obligation of one party to be affected by such event under this Agreement shall automatically be suspended during the delay caused by such event, and its performance shall be automatically extended for the period of suspension. The party shall not be punished or liable for this. In the event of force majeure, the Parties shall immediately negotiate a fair solution and make every reasonable effort to minimize the impact of force majeure.

**10. Indemnification**

Party B shall indemnify Party A for any loss, damage, liability or expense caused by or arising from any action, claim or any other demand against Party A in respect of any consultation or service provided by Party A at the request of Party B, and shall hold Party A free from damage, unless such loss, damage, liability or expense is caused by Party A's gross negligence or intentional misconduct.

**11. Notices**

- 11.1 All notices and other correspondences required or permitted to be given under this Agreement shall be sent personally, by registered mail with postage prepaid, courier service, facsimile or e-mail to the address, fax number or e-mail of the other Party hereto as listed in **Annex II** hereto. An additional confirmation shall be sent by e-mail for each notice. Such notice shall be deemed to be duly served on:
- (1) If sent personally, by registered mail with postage prepaid, courier service, on the date of acceptance or refusal thereof at the recipient's address specified for such notice;
  - (2) If sent by fax, on the date of successful transmission (as evidenced by automatically generated confirmation of transmission);
  - (3) If sent by e-mail, on the date of successful transmission.
- 11.2 Any Party may, in accordance with the terms of this Article, change its receiving address, fax and/or email address at any time by giving notice to other Parties hereto.

**12. Transfer**

- 12.1 Party B may not assign its respective rights and obligations hereunder to any third party without the prior written consent of Party A.
- 12.2 Party B agrees that Party A may transfer its rights and obligations hereunder to any third party by giving Party B prior written notice without Party B's consent.



**13. Severability**

If one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any way under any applicable law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired in any way. The Parties shall, through consultations in good faith, seek to replace such invalid, illegal or unenforceable provisions with valid provisions to the maximum extent permitted by law and expected by the Parties, and the economic effects of such valid provisions shall be as similar as those of such invalid, illegal or unenforceable provisions to the extent possible.

**14. Modification and Supplement**

14.1 Any amendment or supplement hereto shall be made in writing. The amendment agreement and supplementary agreement relating hereto by the Parties hereto shall be an indivisible part hereof and shall have the same legal effect as this Agreement.

14.2 Where the stock exchange or other regulatory agency of Hong Kong or NASDAQ of the United States proposes any amendment to this Agreement, or where the listing rules or other relevant regulations, rules, codes, guidelines of Hong Kong or NASDAQ of the United States require amending this Agreement or any arrangement hereunder, the Parties hereto shall amend this Agreement accordingly.

**15. Counterparts**

This Agreement is made in two (2) counterparts. Each party holds one (1) counterpart respectively, and all of them shall have the same legal effect.

**16. Miscellaneous**

16.1 Except written amendments, supplementations or modifications made after the signing hereof, this Agreement shall constitute the entire agreement between the Parties hereto in respect of the cooperation hereunder and shall supersede all prior oral and written consultations, representations and contracts in respect of the cooperation hereunder.

16.2 This Agreement shall be binding on the respective successors of the Parties hereto and the permitted assignees of the Parties hereto.

16.3 Any Party hereto may waive the rights it is entitled to under this Agreement, provided that such waiver by Party B must be in writing and signed by Party A. No waiver by any Party in respect of a breach by the other Party hereto in a certain circumstance shall be deemed as a waiver of any similar breach in any other circumstance.

16.4 The headings of this Agreement are for ease of reading only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions hereof.

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[This page has no text and is the signature page of the Exclusive Business Cooperation Agreement]

IN WITNESS WHEREOF, the parties have caused this Exclusive Business Cooperation Agreement to be executed as of the date and place set forth at the beginning hereof.

**SHANGHAI HODE INFORMATION TECHNOLOGY CO., LTD. (COMPANY STAMP)**

/s/ Shanghai Hode Information Technology Co., Ltd.

By:     /s/ Xu Yi    

Name: Xu Yi

Title: Legal Representative

Signature page to Exclusive Business Cooperation Agreement

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**List of Annex**

Annex I  
Annex II

List of Technical Consultations and Services  
Contact Details of Parties

Annex to Exclusive Business Cooperation Agreement

## Exclusive Option Agreement

This Exclusive Option Agreement (hereinafter referred to as “**this Agreement**”) is made and entered into by and among the following parties in Shanghai, China on December 23, 2020:

**Party A:** **HODE SHANGHAI LIMITED**, a wholly foreign-owned enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 4031, 4/F, Building 1, No. 310 Fasai Road, China (Shanghai) Pilot Free Trade Zone.

**Party B:** **XU YI**, a citizen of the PRC with ID card no. \*\*\*;  
**CHEN RUI**, a citizen of the PRC with ID card no. \*\*\*;  
**LI NI**, a citizen of the PRC with ID card no. \*\*\*;

**Party C:** **SHANGHAI HODE INFORMATION TECHNOLOGY CO., LTD.**, a limited liability enterprise duly incorporated and validly existing under the law of the People’s Republic of China, with its address at Room 905-906, No. 2277-1 Zuchongzhi Road, China (Shanghai) Pilot Free Trade Zone.

In this Agreement, Party A, Party B and Party C shall hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”.

Whereas:

- 1 Party C is a limited liability company registered in Shanghai, China. Party B are shareholders of Party C on the date of execution hereof and hold a total of 100% equity interests in Party C, of which Xu Yi holds 44.3080% shares of Party C, Chen Rui holds 52.3030% shares of Party C, and Li Ni holds 3.3890% shares of Party C;
- 2 Party B intends to grant Party A an irrevocable and exclusive option to purchase all or part of the equity interests in Party C held by Party B;
- 3 Party C intends to grant Party A an irrevocable and exclusive option to purchase all or part of the assets held by Party C; and
- 4 The Parties and related parties have signed an Exclusive Option Agreement (hereinafter referred to as the “**Original Agreement**”) on October 10, 2017. The Parties hereby agree to amend and restate the terms and conditions of the Original Agreement and agree to execute this Agreement in lieu of the Original Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

### 1. Sale and Purchase of Equity Interests and Assets

#### 1.1 Granting of Options

Party B severally and jointly agree that they shall hereby irrevocably and unconditionally grant to Party A, an irrevocable and exclusive option, during the term of this Agreement, to purchase by itself or designate a related party (hereinafter “**the Designee**”, including the direct or indirect overseas parent company of Party A or the subsidiary directly or indirectly controlled by Party A’s direct or indirect overseas parent company) to purchase from Party B all or part of the equity interests in Party C held by Party B from time to time in one time or multiple times, at the price referred to in Article 1.3 hereof and in line with the exercise steps at the election of Party A under Article 1.2, to the extent permitted by the PRC Laws (including any laws, regulations, rules, notices or other binding documents promulgated by any central or local legislative, administrative or judicial department of Mainland China before or after the execution of this Agreement, hereinafter “**PRC Laws**”)(hereinafter “**Equity Call Option**”). Party C hereby irrevocably and unconditionally grants to Party A, an irrevocable and exclusive option, during the term of this Agreement, to purchase by itself or cause the Designee to purchase all or part of the assets of Party C from time to time in one time or multiple times at the price referred to in Article 1.3 hereof and in line with the exercise steps determined by Party A under Article 1.2 (hereinafter “**Assets Call Option**”, together with the Equity Call Option, collectively referred to as the “**Call Options**”), to the extent permitted by the PRC Laws. No third party other than Party A and the Designee shall have the Call Options or other rights related to Party B’s ownership of Party C’s equity interests and assets. Party C hereby agrees that Party B may grant the Equity Call Option to Party A, and Party B hereby agrees that Party C may grant the Assets Call Option to Party A. The term “**person**” under this paragraph and this Agreement means a natural person, a legal person or an unincorporated organization. The term “**assets**” referred to in this Article includes tangible and intangible assets.

For the sake of clarity, all shares of Party C held by Party B under this Article shall be 100% of the registered capital of Party C, also include the registered capital of Party C held by Party B from time to time in the future in any form during the term of this Agreement (including but not limited to the expanded registered capital formed by capital increase).

#### 1.2 Exercise Steps

The exercise by Party A of its Call Options shall be subject to the provisions of the PRC Laws. In exercising its Call Options under Article 1.1, Party A shall give written notice to Party B and/or Party C (hereinafter referred to as the “**Notice of Equity Interest Purchase**” or “**Notice of Assets Purchase**”). The Notice of Equity Purchase or Notice of Assets Purchase shall specify: (a) Party A’s decision on the exercise of the Call Options; (b) the equities to be purchased from Party B by Party A and/or the Designee (hereinafter referred to as “**Purchased Equity Interests**”) and/or the assets to be purchased from Party C by Party A and/or the Designee (hereinafter referred to as “**Purchased Assets**”); and (c) the date of purchase/transfer of the Purchased Equity Interests and/or Purchased Assets. Party B and/or Party C shall, upon receipt of the Notice of Equity Interest Purchase or Notice of Assets Purchase, transfer the Purchased Equity Interests and/or Purchased Assets to Party A and/or the Designee pursuant to such notice in the manner set forth in Article 1.4 hereof.

#### 1.3 Purchase Price and Payment

Where Party A decides to exercise its Call Options under this Agreement, the purchase price of the Purchased Equity Interests and/or Purchased Assets (hereinafter referred to as “**Purchase Price**”) shall be zero or nominal price, provided that it is the minimum price to the satisfaction of the price requirement otherwise provided by the competent governmental authority or the PRC Laws. Nevertheless, Party B and Party C hereby severally and jointly irrevocably undertake that, subject to the provisions and requirements of the PRC Laws in force at that time, all of the payment made by Party A at any such price to Party B and/or Party C shall be returned by Party B and/or Party C to Party A or the Designee within seven (7) days; where such return is not allowed in accordance with the PRC Laws in force at that time, Party B and Party C undertake to trust such payment for Party A in the form of trusteeship, and to cooperate with Party A in signing the trusteeship agreement or other relevant legal documents. After necessary tax deduction and withholding is made in respect of the Purchase Price in accordance with the PRC Laws, Party A shall transfer the Purchase Price to the account designated by Party B and/or Party C within seven (7) days after the Purchased Equity Interests and/or Purchased Assets are duly transferred to Party A.

1.4 Transfer of the Purchased Equity Interests and/or Purchased Assets

At each exercise of the Call Options by Party A,

- 1.4.1 Party B shall cause Party C to hold the shareholders' meeting in a timely manner or make the decision by the shareholder (as the case may be); at such meeting, a resolution/decision shall be made to approve Party B and/ Party C to transfer the Purchased Equity Interests and/or Purchased Assets to Party A and/or the Designee;
- 1.4.2 Party B and/or Party C shall enter into the equity transfer contract and/or assets transfer contract and other relevant legal documents with Party A and/or the Designee in respect of each transfer pursuant to this Agreement and the Notice of Equity Interest Purchase and/or Notice of Assets Purchase;
- 1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents (including but not limited to the amendments to the articles of association of Party C), obtain all necessary internal approvals, authorizations, governmental approvals, licenses, consents and permits, and take all necessary actions, to transfer the valid title of the Purchased Equity Interests and/or Purchased Assets to Party A and/or the Designee and cause Party A and/or the Designee to become the registered owner of the Purchased Equity Interests (subject to the completion of the industrial and commercial registration) or the owner of the Purchased Assets, free from any Security Interest. For the purposes of this paragraph and this Agreement, the "**Security Interest**" includes mortgage, pledge, lien and any security over third party rights or interests, any equity interest call option, acquisition right, right of first refusal, set-off right, ownership retention or other security arrangements; for the avoidance of doubt, it does not include any Security Interest incurred under this Agreement and the Equity Pledge Agreement. The "**Equity Pledge Agreement**" under this paragraph and this Agreement means the Equity Pledge Agreement entered into by and among Party A, Party B and Party C at the date of execution of this Agreement. Pursuant to the Equity Pledge Agreement, Party B shall pledge to Party A all its equity interests in Party C held by Party B in order to guarantee Party C may perform the Exclusive Business Cooperation Agreement (hereinafter referred to as the "**Business Cooperation Agreement**") executed between Party C and Party A on the date of execution hereof and the power of attorney issued by Party B on the date of execution hereof and its obligations hereunder.

2. **Undertakings**

2.1 Undertakings of Party B and Party C

Party B (as the shareholders of Party C) and Party C hereby jointly and severally undertake that:

- 2.1.1 Without the prior written consent of Party A, they will not supplement, modify or amend the articles of association and internal regulations of Party C in any form, increase or decrease its registered capital, change its registered capital structure in any other manner, or take any action of dividing or dissolving Party C's company or changing its form;

- 2.1.2 In accordance with good financial and commercial standards and practice, they will maintain the existence of Party C, prudently and effectively operate its business and handle its affairs, and procure Party C to perform its obligations under the Business Cooperation Agreement;
- 2.1.3 Without the prior written consent of Party A, from the date of execution hereof, they shall not sell, transfer, mortgage or otherwise dispose of legal rights and interests in any assets (including tangible assets or intangible assets, excluding assets within RMB 1 million as required in the normal business operations), business or income, or cause any Security Interest or other encumbrance to be placed on the same;
- 2.1.4 Unless required by the PRC Laws, Party C shall not be dissolved or liquidated without the written consent of Party A; after the statutory liquidation set forth in Article 3.6 hereof, Party B irrevocably undertakes, subject to the provisions and requirements of the PRC Laws in force at that time, Party B shall pay Party A or the Designee all proceeds of the distribution of surplus assets received arising from the shares of Party C held by Party B or facilitate such payment. Where such payment is not allowed in accordance with the PRC Laws in force at that time, Party B undertakes to trust such payment for Party A in the form of trusteeship, and to cooperate with Party A in signing the trusteeship agreement or other relevant legal documents;
- 2.1.5 Party C shall not incur, inherit, guarantee or permit the existence of any debts without the prior written consent of Party A, other than (i) the debts incurred in the normal course of business but not through loans; and (ii) the debts that have been disclosed to and consented in writing by Party A;
- 2.1.6 They will conduct all of Party C's business in the normal course of business to maintain Party C's asset value, and will not engage in any act/omission that may have adverse effect on the state of operation and asset value of Party C; and Party A will have the right to supervise Party C's assets and assess whether it has the right to control Party C's assets. If Party A determines that Party C's operational activity affects the value of its assets or Party A's control of Party C's assets, Party A shall engage a legal adviser or other professionals to handle such issue and Party B and Party C shall take any necessary action to cooperate in such handling;
- 2.1.7 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract other than those executed in the course of normal business and those executed between Party C and Party A, its direct or indirect overseas parent company or subsidiaries directly or indirectly controlled by Party A's overseas parent company (hereinafter referred to as "**Party A's Affiliates**") (in this paragraph, a contract shall be deemed as a major contract if the value of such contract exceeds RMB 1 million);
- 2.1.8 Without the prior written consent of Party A, they shall not cause Party C to provide any form of guarantee such as loan, financial aid or mortgage or pledge to any person, or to permit a third party to create any Security Interest in their assets or equity;
- 2.1.9 Within 60 business days after the end of each financial year (hereinafter referred to as "**the Previous Financial Year**") or at the request of Party A, they shall provide Party A with the audited consolidated financial statements of Party C for the Previous Financial Year and other information on the operating results and financial position of Party C;



- 2.1.10 At the request of Party A, Party C shall procure and maintain insurance on the assets and business of Party C from the insurer recognized by Party A. The amount and type of such insurance shall be the same or have the same effect as the amount and type of insurance normally maintained by a company operating similar business and owning similar property or assets in China;
- 2.1.11 Without the prior written consent of Party A, they shall not cause or permit Party C to enter into merger, partnership, joint venture or alliance with or acquire or invest in any person;
- 2.1.12 They shall immediately notify Party A of any ongoing or potential lawsuit, arbitration or administrative procedures relating to Party C's assets, business or revenues, and take all necessary actions reasonably requested by Party A, and shall not settle such procedures without the prior written consent of Party A;
- 2.1.13 They shall execute all documents, take all actions and file all complaints or defend all claims necessary or appropriate to maintain Party C's ownership of all of its assets;
- 2.1.14 Without the prior written consent of Party A, Party C shall not pay dividends to its shareholders in any form, but upon the written request of Party A, Party C shall immediately distribute all distributable profits to its shareholders and require and cause the shareholders to comply with Article 2.2.5 hereof;
- 2.1.15 They shall, at the request of Party A, appoint a party designated by Party A to act as the directors, supervisors and/or senior management officers of Party C and/or remove the directors, supervisors and/or senior management officers of Party C from office and perform all relevant resolutions and filing procedures; Party A shall have the right to require Party B and Party C to replace the above-mentioned personnel;
- 2.1.16 If the failure by any of Party C's shareholders or Party C to perform its tax obligations under any applicable PRC Laws prevents Party A from exercising its Call Options, Party A shall have the right to request Party C or its shareholder to perform such tax obligations, or request Party C or its shareholder to pay such tax amount to Party A who will make the payment on its behalf;
- 2.1.17 Party B and Party C shall, in respect of the undertakings applicable to Party C under this Article 2.1, cause the subsidiaries of Party C to comply with such undertakings as if they were parties to this Agreement; and
- 2.1.18 They shall take all measures to ensure that all qualification certificates relating to Party C's main business are legal, valid and renewed on time in accordance with the law; any and all government permission, licenses, authorizations and approvals necessary for Party C's business to be changed and/or increased as a result of changes in the provisions of the competent governmental authorities shall be changed and/or obtained in accordance with the requirements of the applicable laws during the term of this Agreement.

## 2.2 Further Undertakings of Party B

Party B hereby irrevocably undertakes that:

- 2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or otherwise dispose of any beneficial interests in its equity interests in Party C or create any Security Interest or other encumbrance on the them from the effective date of this agreement, except for the pledge created on the equity interests in Party C pursuant to the Equity Pledge Agreement;
- 2.2.2 Party B shall not engage in any business or any other action which will have adverse impact on Party C's reputation;
- 2.2.3 Party B shall not execute any documents or make any relevant undertakings which are in conflict with any agreements and other legal documents that are executed and being performed by Party C or Party A and its Designee; Party B shall not cause any conflict of interest between Party B and Party A as well as its shareholders through any act or omission. In case of any such conflict of interest (Party A shall have the right to decide unilaterally whether such conflict of interest arises), Party B shall take measures in a timely manner to eliminate it as soon as possible with the consent of Party A or the Designee. If Party B refuses to take measures to eliminate the conflict of interest, Party A shall be entitled to exercise its Call Options hereunder;
- 2.2.4 Without the prior written consent of Party A, Party B shall not, in any way, directly or indirectly participate in or engage in any business that is or may be competitive with the business of Party A, Party A's Affiliates, Party C and Party C's controlled subsidiaries, or hold the rights and interests in, or assets of, the relevant entities whose business is or may be competitive with the business of Party A, Party A's Affiliates, Party C and Party C's controlled subsidiaries (except that Party B has no more than 5% of the rights and interests in such relevant entities, or that such relevant entities are controlled by Party A and Party A's Affiliates, or other cases approved by Party A), and Party A shall have the right to decide whether the above circumstances exist or may exist to Party B;
- 2.2.5 Unless requested by Party A in writing, Party B shall not require Party C to grant bonus or conduct other profit distribution with respect to Party B's equity interests in Party C, or make any proposal of the shareholders' meeting related thereto, vote in favour of such resolution or make a decision related thereto (as the case may be). In any case, if Party B receives any of Party C's gains, profit distribution or bonus, to the extent permitted by the PRC Laws, Party B shall waive the receipt thereof, and immediately pay or transfer such gains, profit distribution or bonus to Party A or the Designee;
- 2.2.6 Party B shall cause the shareholders' meeting or shareholder of Party C (as the case may be) and/or the board of directors or the executive director of Party C (as the case may be) not to approve the sale, transfer, mortgage, creating any Security Interest over or otherwise disposal of any legal or beneficial interests in its equity interests in Party C, without the prior written consent of Party A, except for the pledge created on the equity interests in Party C pursuant to the Equity Pledge Agreement;
- 2.2.7 Party B shall cause the shareholders' meeting or shareholder of Party C (as the case may be) and/or the board of directors or the executive director of Party C (as the case may be) not to approve Party C's merger, partnership, joint venture or alliance with any person, or acquisition or investment in any person, Party C's division, amendment to the articles of association of Party C, change to its registered capital or company form, without the prior written consent of Party A;

- 2.2.8 Party B shall immediately notify Party A of any ongoing or potential lawsuit, arbitration or administrative procedures relating to its equity interests in Party C, and take all necessary actions reasonably requested by Party A, and shall not settle such procedures without the prior written consent of Party A;
- 2.2.9 Party B shall cause the shareholders' meeting or shareholder of Party C (as the case may be) and/or the board of directors or the executive director of Party C (as the case may be) to vote for the transfer of the Purchased Equity Interests and/or Purchased Assets provided herein and take any and all other actions that Party A may request;
- 2.2.10 Upon requested by Party A from time to time, Party B and/or Party C shall immediately and unconditionally transfer its equity interests in and/or assets of Party C to Party A or its Designee pursuant to the Call Options hereunder, and Party B hereby waives its right of first refusal with respect to the transfer of equity interests by other shareholders of Party C (if any);
- 2.2.11 Party B shall strictly comply with the provisions of this Agreement and other agreements jointly and severally executed by Party B, Party C and Party A, including but not limited to the Equity Pledge Agreement and the Business Cooperation Agreement, perform its obligations under this Agreement and such other agreements, and shall not engage in any act/omission that may affect the validity and enforceability thereof. If Party B has any remaining right to the equity interests under this Agreement or the Equity Pledge Agreement or the power of attorney granted in favor of Party A, it shall not exercise such right unless instructed by Party A in writing;
- 2.2.12 If Party A (or its Designee) has paid Party B the Purchase Price of the equity interests but the relevant changes of industrial and commercial registration have not been completed prior to dissolution of Party C, upon or after the dissolution of Party C, Party B shall timely and gratuitously deliver to Party A (or the Designee) all of the proceeds of the remaining property distribution it receives by the reason of holding Party C's equity interests. In this case, Party B shall not make any claim for the proceeds of the remaining property distribution, except for the exercise as instructed by Party A;
- 2.2.13 Party B shall promptly fulfill their tax obligations under the applicable PRC Laws to ensure the smooth exercise of the Call Options by Party A;
- 2.2.14 Party B agrees to execute an irrevocable power of attorney granting all rights of Party B as the shareholder of Party C to Party A or the Designee, who may exercise voting rights on all matters required to be discussed at the shareholders' meeting or decided by the shareholders (as the case may be) and resolved, and make and sign resolutions, minutes and other relevant documents, including but not limited to, appointing and electing directors, supervisors, and other officers to be appointed and removed by shareholders or the board of shareholders; disposing of the assets of the company; and amending the articles of association; taking over or managing Party C's business, or dissolving or liquidating Party C and forming a liquidation group on behalf of the shareholders and exercising the functions and powers of the liquidation group in the liquidation period in accordance with the law; and

2.2.15 Party B shall ensure that Party C will be validly existing, not be terminated, liquidated or dissolved (except with the prior written consent of Party A).

### 3. Representations and Warranties

Party B and Party C hereby jointly and severally represents and warrants to Party A on the date of execution of this Agreement and each date of transfer of the Purchased Equity Interests and Purchased Assets that:

- 3.1 Party B is a natural person with full capacity for civil conduct and capacity for civil rights, and has the right to execute, deliver and perform this Agreement, and can act as an independent subject of litigation;
- 3.2 Party C is a limited liability company duly registered and validly existing under the PRC Laws with the independent legal person qualification; has full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and can act as an independent subject of litigation;
- 3.3 Party B and Party C have the right and capacity to execute and deliver this Agreement and any transfer contract to which each of them is a party and relating to the Purchased Equity Interests and/or Purchased Assets to be transferred (hereinafter "**Transfer Contract**") thereunder, and perform its obligations under this Agreement and any Transfer Contract. Each of Party B and Party C agrees to execute a Transfer Contract consistent with the terms of this Agreement when Party A exercises its Call Options. This Agreement and any Transfer Contract to which it is a party constitute or will constitute its legal, valid and binding obligations and are enforceable against it pursuant to the terms thereof;
- 3.4 Neither the execution and delivery nor the performance of the obligations under this Agreement or any Transfer Contract may or will result in: (i) violation of any applicable PRC Laws; (ii) contravention of Party C's articles of association, regulations or other constitutional documents; (iii) violation of or default under any contract or instrument to which it is a party or by which it is bound; (iv) violation of any condition of granting any party any license or permit and/or the continued validity thereof; or (v) suspension, revocation of or attachment with additional conditions to any license or permit granted to any Party;
- 3.5 Party B has ownership of its equity interests in Party C. Party B does not have any Security Interests and other encumbrance on its equity interests in Party C, except for the pledge created on such equity interests under the Equity Pledge Agreement;
- 3.6 Party C has ownership of all its assets and does not create any Security Interests or other encumbrance on them;
- 3.7 Party C does not have any outstanding debts, other than (i) the debts incurred in the normal course of business but not through loans; and (ii) the debts that have been disclosed to and consented in writing by Party A;
- 3.8 If Party C is dissolved or liquidated as required by the PRC Laws, (i) Party B shall, to the extent permitted by the applicable Chinese laws and regulations, set up a liquidation group within fifteen (15) days from the date of the occurrence of the dissolution cause, and authorize the person or entity recommended by Party A to preside over the liquidation and administer the property of Party C; (ii) Party C shall, subject to and to the extent permitted by the PRC Laws, sell all its assets to Party A or the Designee at the lowest price permitted by the PRC Laws, whether or not the provisions of Item (i) of this Article are enforced. Party C shall, to the extent permitted by the PRC Laws in force at that time, exempt Party A or its designated eligible entity from any payment obligation incurred thereby; any proceeds arising from such transactions shall be paid to Party A or the Designee as part of the service charge under the Business Cooperation Agreement to the extent permitted by the PRC Laws in force at that time;

- 3.9 Party C complies with all PRC Laws applicable to the acquisition of equity or assets;
- 3.10 Except as expressly disclosed to Party A in writing, there is no ongoing, pending or potential litigation, arbitration or other administrative proceedings in respect of the equity interests of Party C or assets of Party C, or Party C;
- 3.11 Where Party B is divorced, incapacitated, declared lost/dead, dead, bankrupt or suffers from any other situation which may affect its exercise of holding Party C's equity interests, its successor, agent, guardian, or the shareholder or assignee of Party C's equity interests shall be deemed as a party to this Agreement, inherit exercise and perform all rights and obligations of Party B hereunder, and transfer related equity interests to Party A or the Designee in accordance with the applicable laws then in force and this Agreement; Party B has made all appropriate arrangements and executed all necessary documents to ensure that, in the foregoing circumstances, the successors, guardians, creditors, spouses or otherwise of Party B, who may thus acquire the equity interests, assets or related rights of Party C, shall not affect or hinder the performance of this Agreement;
- 3.12 The equity interests in Party C held by Party B are not the common property of Party B and the spouse of Party B (where applicable), Party B's spouse(where applicable) does not have nor control such equity interests in Party C; Party B's operating and management of Party C and other voting matters based on the equity interests held by Party B in Party C shall not be influenced by the spouse of Party B (where applicable).

#### 4. **Effective Date**

This Agreement shall enter into force on the date of execution by the Parties and shall remain effective until the date on which all the Purchased Equity Interests and/or Purchased Assets held by Party B are transferred to Party A and/or the Designee (in case of the Purchased Equity Interests, subject to the date of completion of the change of industrial and commercial registration) and Party A and its subsidiaries and branches may legally engage in the business of Party C. Notwithstanding the foregoing, Party A shall have the right to terminate this Agreement unilaterally and immediately by giving written notice to Party B and Party C at any time, without any liability for breach of contract for its unilateral termination hereof. Unless compulsorily provided by the PRC Laws, Party B and Party C shall not have the right to terminate this Agreement unilaterally.

#### 5. **Liability for Breach**

- 5.1 Except as otherwise provided herein, if a party (hereinafter the "**Breaching Party**") fails to perform an obligation hereunder or violates this Agreement in other manner, the other parties (hereinafter the "**Aggrieved Parties**") may (a) send a written notice to the Breaching Party indicating the nature and scope of the breach and requesting the Breaching Party to remedy at its own cost within the reasonable period provided in the notice (hereinafter "**Remedy Period**"); if the Breaching Party fails to remedy it during the Remedy Period, the Aggrieved Parties shall have the right to request the Breaching Party to assume all liabilities caused by its breach and compensate the Aggrieved Parties for all actual economic losses caused to the Aggrieved Parties by its breach, including but not limited to lawyer's fees, litigation or arbitration fees arising from any litigation or arbitration proceedings relating to such breach, and furthermore, the Aggrieved Parties shall also have the right to request the Breaching Party to enforce this Agreement and request the competent arbitral institution or court to order specific performance and/or enforcement of the terms agreed herein; (b) terminate this Agreement, and request the Breaching Party to assume all liabilities caused by its breach, and provide all damages; or (c) discount, auction or sell off the pledged equity interests as agreed in the Equity Pledge Agreement, and have priority in compensation with the proceeds from the discounting, auctioning or selling off and request the Breaching Party to assume all losses caused thereby. The exercise of the aforesaid remedial rights by the Aggrieved Parties shall not prevent them from exercise of other remedial rights pursuant to the provisions of this Agreement and the laws.

- 5.2 Each of the Parties agrees and acknowledges that except as compulsorily provided by the PRC Laws, if Party B or Party C is the Breaching Party, Party A shall have the right to unilaterally terminate this Agreement immediately and request the Breaching Party to provide the damages. If Party A is the Breaching Party, Party B or Party C shall waive Party A's obligation to provide damages, and unless otherwise provided by the laws, Party B or Party C shall not in any event have any right to terminate or cancel this Agreement.

## **6. Applicable Law and Dispute Settlement**

### **6.1 Applicable Law**

The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the settlement of disputes hereunder shall be governed by the law of the People's Republic of China.

### **6.2 Dispute Settlement**

Any dispute arising from the interpretation and performance hereof shall be first settled through friendly negotiation among the Parties. If the Parties fail to reach an agreement on the settlement of such dispute within thirty (30) days after any Party requests the other parties to settle such dispute through negotiation, any Party may submit such dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force at that time. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding on the Parties. The arbitral tribunal may rule on Party C's equity interests, assets or property interests as the compensation or satisfaction to Party A for the losses caused by the breach of contract by other Parties hereto, rule on injunctive relief in respect of the relevant business or asset transfer, or order Party C to carry out bankruptcy liquidation. After the arbitral award comes into effect, any Party shall have the right to apply to the competent court for enforcement of the arbitral award. The court in Mainland China, Hong Kong, the Cayman Islands or any other court with competent jurisdiction (including the court at the place where Party C is incorporated and where Party C or Party A's main assets are located shall be deemed to have competent jurisdiction) shall have the right to enforce the award made by the arbitral tribunal, including, but not limited to, restrictions on the operation of Party C's business, restrictions on and/or disposition of Party C's equity interests, assets or property interests (including, but not limited to, applying the same as compensation), prohibition of assignment or disposition or other relevant reliefs in respect thereof, liquidation of Party C, and have the right to make a ruling or judgment during the waiting period for the constitution of the arbitral tribunal or in other appropriate circumstances to provide interim reliefs to the party initiating the arbitration, including but not limited to the ruling or judgment for the breaching party to immediately stop the breach or the ruling that the Breaching Party not to carry out acts that may lead to further expansion of the loss suffered by Party A.

- 6.3 In the event of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder, except for the matter in dispute.
- 6.4 After the date of execution hereof, if at any time, as a result of the promulgation of or change in any PRC Law, or as a result of the interpretation or application of such PRC Laws, the following agreements shall apply: to the extent permitted by the PRC Laws, (a) if the change in law or the newly promulgated provisions are more favorable to Party A than the relevant PRC Laws in force on the date of execution hereof (while the other Parties are not seriously adversely affected), the Parties shall promptly apply for benefits arising from the change or new provisions and do their best to obtain the approval of such application; or (b) if Party A's economic interests under this Agreement are directly or indirectly adversely affected by the above legal changes or newly promulgated provisions, this Agreement shall continue to be performed in accordance with the original terms, and the Parties shall use all legal means to waive compliance with such change or provisions. If the adverse effects on Party A's economic interests can not be resolved in accordance with this Agreement, the Parties shall promptly negotiate and make all necessary amendments to this Agreement in order to maintain Party A's economic interests hereunder.

## 7. Taxes and Fees

Each Party shall, in accordance with the PRC Laws, pay any and all taxes, costs and expenses incurred by or levied on such Party in respect of the preparation and execution of this Agreement and the Transfer Contract and the completion of the transactions contemplated under this Agreement and the Transfer Contract.

## 8. Notices

- 8.1 All notices and other correspondence required or permitted to be given under this Agreement shall be sent personally, by registered mail with postage prepaid, courier service, facsimile or e-mail to the address, fax numbers and e-mail addresses of the Parties listed in **Annex I**. An additional confirmation shall be sent by e-mail for each notice. Such notice shall be deemed to be duly served on:
- 8.1.1 If sent personally, by registered mail with postage prepaid, courier service, on the date of acceptance or refusal thereof at the recipient's address specified for such notice;
- 8.1.2 If sent by fax, on the date of successful transmission (as evidenced by automatically generated confirmation of transmission);
- 8.1.3 If sent by e-mail, on the date of successful transmission.
- 8.2 Any Party may, in accordance with the terms of this Article, change its receiving address, fax and/or email address at any time by giving notice to other Parties hereto.

## **9. Liability for Confidentiality**

The Parties acknowledge that any oral or written information they exchange in connection with this Agreement is confidential. Party B and Party C shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of Party A, other than the information: (a) known to the public (but not disclosed to the public by any recipient);(b) required to be disclosed by applicable law or by the rules or regulations of any stock exchange; or (c) required to be disclosed by Party B and Party C to their legal or financial advisers, who shall be bound by a confidentiality obligation similar to the obligations in this Article, in respect of transactions as contemplated herein. The disclosure of any confidential information by the staff or agencies employed by Party B and Party C shall be deemed to be the disclosure of such confidential information by such Party, which shall be liable for breach of this Agreement. This Article shall remain in force regardless of the invalidity or termination of this Agreement for any reason.

## **10. Further Warranties**

The Parties agree to execute in a timely manner documents or take further actions that are reasonably required for the implementation of the provisions and purposes of this Agreement or beneficial to such purposes.

## **11. Force Majeure**

- 11.1 "Force Majeure" means an event which is unforeseeable, unavoidable and insurmountable and which renders any partial or total default under this Agreement by one Party hereto. Such Force Majeure events include, but are not limited to, earthquakes, typhoons, floods, wars, strikes, riots, government actions, changes in legal provisions or the applicability of the legal provisions.
- 11.2 In event of a Force Majeure event, the obligation of one party to be affected by such event under this Agreement shall automatically be suspended during the delay caused by such event, and its performance shall be automatically extended for the period of suspension. The party shall not be punished or liable for this. In the event of force majeure, the Parties shall immediately negotiate a fair solution and make every reasonable effort to minimize the impact of force majeure.

## **12. Miscellaneous**

### **12.1 Amendment, Modification and Supplementation**

Any matter not contained herein shall be subject to further negotiation among the Parties hereto. No amendment, modification or supplementation shall be effective unless a written agreement is executed by the Parties hereto. The amendment agreement and supplementary agreement relating to this Agreement and its annex duly executed by the Parties hereto are an integral part of this Agreement and shall have the same legal effect as this Agreement.

Where the stock exchange or other regulatory agency of Hong Kong or NASDAQ of the United States proposes any amendment to this Agreement, or in case of any change in the listing rules or related requirements of Hong Kong or NASDAQ of the United States in relation to this Agreement, the Parties hereto shall amend this Agreement accordingly.



12.2 Entire Agreement

Except written amendments, supplementations or modifications made after the execution hereof, this Agreement shall constitute the entire agreement among the Parties in respect of the matters related hereto or the subject matter hereof and shall supersede all prior oral and written consultations, representations and contracts in respect of the matters related hereto or the subject matter hereof.

12.3 Headings

The headings of this Agreement are for ease of reading only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions hereof.

12.4 Counterparts

This Agreement is made in five (5) counterparts. Party A, Party B and Party C each holds one (1) counterpart respectively, and all of them shall have the same legal effect.

12.5 Severability

If one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any way under any applicable law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired in any way. The Parties shall, through consultations in good faith, seek to supersede such invalid, illegal or unenforceable provisions with valid provisions to the maximum extent permitted by law and expected by the Parties, and the economic effects of such valid provisions shall be as similar as those of such invalid, illegal or unenforceable provisions to the extent possible.

12.6 Successors

This Agreement shall be binding on and shall be valid for the respective successors of the Parties and the permitted assignees of such Parties.

12.7 Survival

12.7.1 Any obligations arising out of or to be performed prior to the termination of this Agreement shall survive the termination hereof.

12.7.2 The provisions of Articles 6, 8, 9, 12.7 and 12.8 shall survive the termination hereof.

12.8 Waiver

Any Party hereto may waive the rights such Party is entitled to under this Agreement, provided that such waiver by Party B and Party C must be made in writing and executed by Party A for confirmation. No waiver by any Party in respect of a breach by the other Parties in certain circumstances shall be deemed as a waiver of any similar breach in other circumstances.

12.9 Transfer of Rights

Without the prior written consent of Party A, Party C and/or Party B shall not transfer to any third party any of their rights and/or obligations under this Agreement. Party C and Party B hereby agree that Party A shall have the right to transfer any of its rights and/or obligations hereunder to any third party without the consent of Party C and Party B by giving written notice to Party C and Party B, and Party B and Party C shall execute a supplementary agreement with the transferee or an agreement of the same substance as this Agreement.

(The remainder of this page is intentionally left blank)

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[This page has no text and is the signature page of the Exclusive Option Agreement]

IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY A:**

**HODE SHANGHAI LIMITED (COMPANY STAMP)**

/s/ Hode Shanghai Limited

By: /s/ Chen Rui

\_\_\_\_\_

Name: Chen Rui

Title: Legal Representative

Signature Page to Exclusive Option Agreement

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[This page has no text and is the signature page of the Exclusive Option Agreement]

IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY B:**

**XU YI**

By: /s/ Xu Yi \_\_\_\_\_

Signature Page to Exclusive Option Agreement

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[This page has no text and is the signature page of the Exclusive Option Agreement]

IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY B:**

**CHEN RUI**

By: /s/ Chen Rui\_\_\_\_\_

Signature Page to Exclusive Option Agreement

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[This page has no text and is the signature page of the Exclusive Option Agreement]

IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY B:**

**LI NI**

By: /s/ Li Ni \_\_\_\_\_

Signature Page to Exclusive Option Agreement

[This page has no text and is the signature page of the Exclusive Option Agreement]

IN WITNESS WHEREOF, the parties have caused this Exclusive Option Agreement to be executed as of the date and place set forth at the beginning hereof.

**PARTY C:**

**SHANGHAI HODE INFORMATION TECHNOLOGY CO., LTD. (COMPANY STAMP)**

/s/ Shanghai Hode Information Technology Co., Ltd.

By: /s/ Xu Yi

\_\_\_\_\_  
Name: Xu Yi

Title: Legal Representative

Signature Page to Exclusive Option Agreement

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**List of Annex**

Annex I

Contact Details of Parties

Annex to Exclusive Option Agreement



**Letter of Undertakings****Whereas:**

1. I, Hu Wenyan (a Chinese citizen, ID card no.\*\*\*), the spouse of Xu Yi, a natural person, (ID card no.\*\*\*), who holds 44.3080% equity in Shanghai Hode Information Technology Co., Ltd. (the “**Company**”) (hereinafter referred to as the “**Target Equity**”);
2. In respect the aforesaid Target Equity, on December 23, 2020, Hode Shanghai Limited respectively: (1) executed the Exclusive Business Cooperation Agreement with the Company; (2) executed the Exclusive Option Agreement with the Company and all its shareholders; (3) executed the Equity Pledge Agreement with the Company and all its shareholders; (4) all shareholders of the Company executed the Power of Attorney, which constitutes the contractual arrangements in respect of the Company, together with the aforesaid Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Equity Pledge Agreement (hereinafter referred to as the “**Contractual Arrangements**”).

**I hereby acknowledge and unconditionally and irrevocably undertake:**

1. I acknowledge that the aforesaid Target Equity shall be attributable to Xu Yi regardless of the circumstances, and Xu Yi may mortgage, sell or otherwise dispose of the Target Equity in accordance with the Contractual Arrangements without my consent.
2. I acknowledge that the foresaid Target Equity is not the common property of me and Xu Yi, and that I do not enjoy any interests in the foresaid Target Equity (including rights acquired through the relevant Contractual Arrangements), and that I will not take any action to interfere with the Contractual Arrangements, including but not limited to any claim for the foresaid Target Equity and rights obtained through the Contractual Arrangements.
3. I undertake that I have not and will not plan to actually participate in the management of the Company and will not claim any interest relating to the equity and assets of the Company.
4. Xu Yi may execute any amendment or change document to the Contractual Arrangements on the Target Equity without my signature, confirmation, consent or affirmation. If necessary, I undertake to execute all necessary documents and take all necessary actions to ensure that the Contractual Arrangements revised from time to time are properly performed. If, for any reason, I directly or indirectly acquire part or all of the Target Equity, my successor, agent and/or assets administrator and I agree unconditionally to be bound by this Letter of Undertakings and the Contractual Arrangements. To this end, I agree to cooperate in all necessary actions and execute all necessary documents.
5. I acknowledge and agree that, after the execution hereof, the equity of the Company newly acquired by Xu Yi will also be bound by this Letter of Undertakings and the Contractual Arrangements.

6. I further undertake and warrant that, under no circumstances, directly or indirectly, actively or passively, will I take any action or make any claim or lawsuit with the intention which conflicts with the above arrangement, or act or not act as an obstacle to the continued validity and performance of the Contractual Arrangement. If the regulatory agency requests me to amend the contents of this Letter of Undertakings, I will cooperate unconditionally and promptly. At the same time, I undertake that this Letter of Undertakings, once executed, shall supersede any other legal documents previously issued or executed by me on the same subject matter.
7. I acknowledge that the above undertaking is my true intention without any coercion or threat. I fully understand the contents and legal consequences of this Letter of Undertakings and agree to execute this Letter of Undertakings.
8. I further acknowledge that the undertaking, acknowledgement, consent and authorization contained herein are unconditional and irrevocable and shall not be revoked, derogated, void or otherwise adversely affected by my loss of civil capacity, limitation of civil capacity, my death, my divorce or other similar events.

This Letter of Undertakings shall take effect immediately upon my signature and shall remain in force and effect.

(The remainder of this page is intentionally left blank)

Signature: /s/ Hu Wenyan

December 23, 2020

*Signature page of Letter of Undertakings*

## Letter of Undertakings

### Whereas:

1. I, Yang Qitao (a Chinese citizen, ID card no.\*\*\*), the spouse of Chen Rui, a natural person, (ID card no.\*\*\*) who holds 52.3030% equity in Shanghai Hode Information Technology Co., Ltd. (the “**Company**”) (hereinafter referred to as the “**Target Equity**”);
2. In respect the aforesaid Target Equity, on December 23, 2020, Hode Shanghai Limited respectively: (1) executed the Exclusive Business Cooperation Agreement with the Company; (2) executed the Exclusive Option Agreement with the Company and all its shareholders; (3) executed the Equity Pledge Agreement with the Company and all its shareholders; (4) all shareholders of the Company executed the Power of Attorney, which constitutes the contractual arrangements in respect of the Company, together with the aforesaid Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Equity Pledge Agreement (hereinafter referred to as the “**Contractual Arrangements**”).

### I hereby acknowledge and unconditionally and irrevocably undertake:

1. I acknowledge that the aforesaid Target Equity shall be attributable to Chen Rui regardless of the circumstances, and Chen Rui may mortgage, sell or otherwise dispose of the Target Equity in accordance with the Contractual Arrangements without my consent.
2. I acknowledge that the foresaid Target Equity is not the common property of me and Chen Rui, and that I do not enjoy any interests in the foresaid Target Equity (including rights acquired through the relevant Contractual Arrangements), and that I will not take any action to interfere with the Contractual Arrangements, including but not limited to any claim for the foresaid Target Equity and rights obtained through the Contractual Arrangements.
3. I undertake that I have not and will not plan to actually participate in the management of the Company and will not claim any interest relating to the equity and assets of the Company.
4. Chen Rui may execute any amendment or change document to the Contractual Arrangements on the Target Equity without my signature, confirmation, consent or affirmation. If necessary, I undertake to execute all necessary documents and take all necessary actions to ensure that the Contractual Arrangements revised from time to time are properly performed. If, for any reason, I directly or indirectly acquire part or all of the Target Equity, my successor, agent and/or assets administrator and I agree unconditionally to be bound by this Letter of Undertakings and the Contractual Arrangements. To this end, I agree to cooperate in all necessary actions and execute all necessary documents.
5. I acknowledge and agree that, after the execution hereof, the equity of the Company newly acquired by Chen Rui will also be bound by this Letter of Undertakings and the Contractual Arrangements.

6. I further undertake and warrant that, under no circumstances, directly or indirectly, actively or passively, will I take any action or make any claim or lawsuit with the intention which conflicts with the above arrangement, or act or not act as an obstacle to the continued validity and performance of the Contractual Arrangement. If the regulatory agency requests me to amend the contents of this Letter of Undertakings, I will cooperate unconditionally and promptly. At the same time, I undertake that this Letter of Undertakings, once executed, shall supersede any other legal documents previously issued or executed by me on the same subject matter.
7. I acknowledge that the above undertaking is my true intention without any coercion or threat. I fully understand the contents and legal consequences of this Letter of Undertakings and agree to execute this Letter of Undertakings.
8. I further acknowledge that the undertaking, acknowledgement, consent and authorization contained herein are unconditional and irrevocable and shall not be revoked, derogated, void or otherwise adversely affected by my loss of civil capacity, limitation of civil capacity, my death, my divorce or other similar events.

This Letter of Undertakings shall take effect immediately upon my signature and shall remain in force and effect.

(The remainder of this page is intentionally left blank)

Signature: /s/ Yang Qitao

December 23, 2020

*Signature page of Letter of Undertakings*

## LIST OF SIGNIFICANT SUBSIDIARIES AND PRINCIPAL CONSOLIDATED AFFILIATED ENTITIES\*

| <u>Significant Subsidiaries</u>                            | <u>Jurisdiction of Incorporation</u> |
|--|--------------------------------------|
| Bilibili HK Limited  | Hong Kong                            |
| Hode HK Limited  | Hong Kong                            |
| Bilibili Co., Ltd.   | Japan                                |
| Shanghai Bilibili Technology Co., Ltd.                     | PRC                                  |
| Hode Shanghai Limited                                      | PRC                                  |
| <b>Consolidated Variable Interest Entity</b>               |                                      |
| Shanghai Kuanyu Digital Technology Co., Ltd.               | PRC                                  |
| Shanghai Hode Information Technology Co., Ltd.             | PRC                                  |
| <b>Subsidiary of Consolidated Variable Interest Entity</b> |                                      |
| Sharejoy Network Technology Co., Ltd.                      | PRC                                  |
| Shanghai Hehehe Culture Communication Co., Ltd.            | PRC                                  |
| Shanghai Anime Tamashi Cultural Media Co., Ltd.            | PRC                                  |

\* Other entities of Bilibili Inc. have been omitted from this list since, considered in the aggregate as a single entity, they would not constitute a significant subsidiary.

**CERTIFICATION BY THE PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Rui Chen, certify that:

1. I have reviewed this annual report on Form 20-F of Bilibili Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 5, 2021

By: /s/ Rui Chen  
Name: Rui Chen  
Title: Chief Executive Officer



**CERTIFICATION BY THE PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Xin Fan, certify that:

1. I have reviewed this annual report on Form 20-F of Bilibili Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 5, 2021

By: /s/ Xin Fan

Name: Xin Fan

Title: Chief Financial Officer

**CERTIFICATION BY THE PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Bilibili Inc. (the "Company") on Form 20-F for the year ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Rui Chen, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 5, 2021

By: /s/ Rui Chen  
Name: Rui Chen  
Title: Chairman of the Board and Chief Executive Officer

**CERTIFICATION BY THE PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Bilibili Inc. (the "Company") on Form 20-F for the year ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Xin Fan, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 5, 2021

By: /s/ Xin Fan  
Name: Xin Fan  
Title: Chief Financial Officer

5 MARCH 2021

Our Ref: JWYL/KH/B4480-H20228

**Bilibili Inc.**

Building 3, Guozheng Center  
No. 485 Zhenli Road  
Yangpu District  
Shanghai, 200433  
People's Republic of China

Dear Sirs,

**Form 20-F**

We consent to the reference to our firm under the heading “Item 10.E. Additional Information—Taxation —Cayman Islands Taxation” in the Annual Report on Form 20-F of Bilibili Inc. for the year ended 31 December 2020 (the “**Annual Report**”), which will be filed with the U.S. Securities and Exchange Commission (the “**Commission**”) on 5 March 2021 under the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”).

We also consent to the filing with the Commission of this consent letter as an exhibit to the Annual Report.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under the Exchange Act, or the Rules and Regulations of the Commission thereunder.

Yours faithfully

/s/ **WALKERS (HONG KONG)**

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**WALKERS (HONG KONG)**

天元律师事务所  
TIAN YUAN LAW FIRM

10/F, CPIC Plaza, No. 28 Fengsheng Lane, Xicheng District, Beijing 100032, China  
Tel: 86 10 5776 3888 Fax: 86 10 5776 3777

March 5, 2021

Bilibili Inc.  
Building 3, Guozheng Center  
No. 485 Zhengli Road,  
Yangpu District, Shanghai, China  
as the “**Company**”

Dear Sirs,

We consent to the references to our firm under the heading “Item 3. Key Information - D. Risk Factors -Risks Related to Our Business and Industry”, “Item 3. Key Information - D. Risk Factors - Risks Related to Our Corporate Structure”, “Item 4. Information on the Company - B. Business Overview” and “Item 4. - Information on the Company - C. Organizational Structure” in Bilibili Inc.’s Annual report on Form 20-F for the year ended December 31, 2020 (the “**Annual Report**”), which is filed with the Securities and Exchange Commission (the “**SEC**”) on March 5, 2021. We also consent to the filing with the SEC of this consent letter as an exhibit to the Annual Report.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Yours faithfully,

/s/ Tian Yuan Law Firm

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Tian Yuan Law Firm

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-226216) and Form F-3 (No. 333-230660) of Bilibili Inc. of our report dated March 5, 2021 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
PricewaterhouseCoopers Zhong Tian LLP

Beijing, the People's Republic of China

March 5, 2021