

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

**FORM 20-F**

- (Mark One)
- REGISTRATION STATEMENT PURSUANT TO SECTION 12(B) OR 12(G) OF THE SECURITIES EXCHANGE ACT OF 1934
- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2022.
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_
- 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  
Commission file number: 001-38751

**Tencent Music Entertainment Group**  
(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)  
Unit 3, Building D, Kexing Science Park, Keji Zhongshan Avenue,  
Hi-Tech Park, Nanshan District,  
Shenzhen, 518057, the People's Republic of China  
(Address of principal executive offices)  
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E-mail: [ir@tencentmusic.com](mailto:ir@tencentmusic.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  
American depositary shares, each ADS represents  
two Class A ordinary shares, par value US\$0.000083 per share\*

Trading Symbol(s)  
TME

Name of each exchange on which registered  
The New York Stock Exchange

\* Not for trading, but only in connection with the listing on the New York Stock Exchange of American depositary 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)

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.

3,432,154,262 ordinary shares, comprised of 1,717,015,084 Class A ordinary shares, par value US\$0.000083 per share, and 1,715,139,178 Class B ordinary shares, par value US\$0.000083 per share, as of December 31, 2022.

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

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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 definition 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 prepares 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 terms "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.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of these error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-10b).

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 LAST 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

Except where the context otherwise indicates and for the purpose of this annual report only:

- “ADSs” refers to the American depositary shares, each representing two Class A ordinary shares;
- “AI” refers to artificial intelligence;
- “Articles of Association” refers to our amended and restated memorandum and articles of association, as amended from time to time;
- “Beijing Gongse” refers to Beijing Gongse Enterprise Management Co., Ltd., one of the VIEs;
- “Beijing Kuwo” refers to Beijing Kuwo Technology Co., Ltd., one of the VIEs;
- “Beijing Shangqin” refers to Beijing Shangqin Culture Management Partnership (Limited Partnership), one of the VIEs;
- “Beijing Yuzhong” refers to Beijing Yuzhong Entertainment Culture Partnership (Limited Partnership), one of the VIEs;
- “Beijing Zhizheng” refers to Beijing Zhizheng Music Culture Co., Ltd., one of the VIEs;
- “CAC” refers to the Cyberpace Administration of China;
- “China” or “PRC” refers to the People’s Republic of China and only when this annual report refers to specific laws and regulations adopted by the PRC, excludes Hong Kong, Macau and Taiwan;
- “CMC” refers to China Music Corporation;
- “Group” refers to Tencent Music Entertainment Group, its subsidiaries and consolidated variable interest entities, or the VIEs, and their respective subsidiaries;
- “Guangxi Hexian” refers to Guangxi Hexian Investment Management Co., Ltd., one of the VIEs;
- “Guangzhou Kugou” refers to Guangzhou Kugou Computer Technology Co., Ltd., one of the VIEs;
- “Guangxi Qingse” refers to Guangxi Qingse Venture Capital Co., Ltd., one of the VIEs;
- “Hong Kong Listing Rules” refers to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or supplemented from time to time;
- “Hong Kong Stock Exchange” refers to The Stock Exchange of Hong Kong Limited;
- “HK\$” or “Hong Kong dollars” refers to the legal currency of the Hong Kong SAR;
- “IFRS” refers to International Financial Reporting Standards as issued by the International Accounting Standards Board;
- “MCSC” refers to the Music Copyright Society of China;
- “MIIT” refers to the Ministry of Industry and Information Technology of China;
- “Min River” refers to Min River Investment Limited;
- “MOFCOM” refers to the Ministry of Commerce of China;
- “monthly ARPPU” of each of our online music services and social entertainment services for any given period refers to the monthly average of (i) the revenues of the respective services for that period divided by (ii) the number of paying users of the respective services for that period. The monthly ARPPU of social entertainment services is calculated based on revenue from social entertainment and others, including advertising services provided on our social entertainment platforms;
- “NDRC” refers to the National Development and Reform Commission of China;
- “NRTA” refers to the National Radio and Television Administration of China;
- “ordinary shares” refers to our ordinary shares of par value US\$0.000083 per share;
- “paying ratio” for a given period is measured by the number of paying users as a percentage of the mobile MAUs for that period;

•“paying users” for our online music services (i) for any given quarter refers to the average of the number of users whose subscription packages remain active as of the last day of each month of that quarter; and (ii) for any given year refers to the average of the total number of paying users of the four quarters in that year. The number of paying users for our online music services for any given period excludes the number of users who only purchase digital music singles and albums during such period because these purchasing patterns tend to reflect specific releases, which may fluctuate from period to period;

•“paying users” for our social entertainment services (i) for any given quarter refers to the average of the number of paying users for each month in that quarter; (ii) for any given year refers to the average of the total number of paying users of the four quarters in that year. The number of paying users of our social entertainment services for a given month refers to the number of users who contribute revenues to our social entertainment services (primarily through purchases of virtual gifts or premium memberships) during that month;

•“PBOC” refers to the People’s Bank of China;

•“PCAOB” refers to the Public Company Accounting Oversight Board;

•“publishing rights” refers to the copyrights of music and non-music works for the purpose of this annual report;

•“Qianhai Daizheng” refers to Shenzhen Qianhai Daizheng Music Culture Co., Ltd., one of the VIEs;

•“RMB” or “Renminbi” refers to the legal currency of the People’s Republic of China;

•“SAFE” refers to the State Administration of Foreign Exchange of China;

•“SAIC” refers to the State Administration for Industry and Commerce of China;

•“SAMR” refers to the State Administration for Market Regulation of China;

•“SAT” refers to the State Administration of Taxation of China;

•“Shenzhen Lanren” refers to Shenzhen Lanren Online Technology Co., Ltd., which we acquired in March 2021;

•“Shenzhen Ultimate Music” refers to Shenzhen Ultimate Music Culture and Technology Co., Ltd., one of the VIEs;

•“Spotify” refers to Spotify Technology S.A., one of our principal shareholders;

•“Tencent” refers to Tencent Holdings Limited, our controlling shareholder;

•“Tencent Affiliate” refers to an entity that is not a natural person over which Tencent directly or indirectly (i) exercises or controls 30% or more of its total voting power or (ii) controls the composition of a majority of the board of directors or similar governing body of such entity;

•“US\$,” “dollars” or “U.S. dollars” refers to the legal currency of the United States;

•“we,” “us,” “our company” and “our” refer to Tencent Music Entertainment Group (or, where the context requires, its predecessor) and its subsidiaries;

•with respect to MAU data used in this annual report:

•“mobile MAUs” for a given month (i) with respect to each of our products (except *WeSing*) is measured as the number of unique mobile devices, as the case may be, through which such product is accessed at least once in that month; and (ii) with respect to *WeSing*, is measured as the number of user accounts through which *WeSing* is accessed at least once in that month;

•“mobile MAUs” for any given period refers to the monthly average of the sum of the mobile MAUs for that period;

•“online music mobile MAUs” for a given month refers to the sum of mobile MAUs of our music products, including *QQ Music*, *Kugou Music* and *Kuwo Music*, for that month; duplicate access of different services by the same device is not eliminated from the calculation;

•“social entertainment mobile MAUs” for a given month refers to the sum of mobile MAUs that have accessed the social entertainment services offered by (i) *WeSing*; (ii) *Kugou’s Live Streaming* services; (iii) *Kuwo’s Live Streaming* services; (iv) *Kugou Changchang*; and (v) *QQ Music’s Live Streaming* services; duplicate access of different services by the same user account or device is not eliminated from the calculation;

•“social entertainment mobile MAUs” for a given period refers to the monthly average of the sum of the social entertainment mobile MAUs for that period; and

\*our MAUs are calculated using internal company data, treating each distinguishable user account or device as a separate MAU even though some users may access our services using more than one user account or device and multiple users may access our services using the same user account or device.

This annual report on Form 20-F includes our audited balance sheets as of December 31, 2021 and 2022 and our audited consolidated income statements, statements of comprehensive income, statements of changes in equity and statements of cash flows for the years ended December 31, 2020, 2021 and 2022.

Substantially all of our operations are conducted in China and all of our revenues are denominated in Renminbi. Our reporting currency is the Renminbi. This annual report on Form 20-F also contains translations of certain foreign currency amounts into U.S. dollars for the convenience of the reader. Unless otherwise stated, all translations from Renminbi to U.S. dollars were made at RMB6.8972 to US\$1.00, the noon buying rate on December 30, 2022 set forth in the H.10 statistical release of the U.S. Federal Reserve Board. In addition, unless otherwise noted, all translations from Hong Kong dollars to U.S. dollars and from U.S. dollars to Hong Kong dollars in this annual report were made at a rate of HK\$7.8015 to US\$1.00, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board on December 30, 2022. We make no representation that the Renminbi or U.S. dollar amounts referred to in this annual report 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 regulators impose control over the foreign currency reserves in part through direct regulation of the conversion of Renminbi into foreign exchange and through restrictions on foreign trade.

We completed an initial public offering of our ADSs on December 14, 2018. The ADSs, each representing two Class A ordinary shares, are traded on the New York Stock Exchange under the symbol "TME." In September 2022, we completed the secondary listing, by way of introduction, of our Class A ordinary shares on the Main Board of the Hong Kong Stock Exchange. On September 21, 2022, our Class A ordinary shares commenced trading on the Main Board of the Hong Kong Stock Exchange in board lots of 100 Class A ordinary shares under the stock code "1698," and the stock short name is "TME-SW."

## FORWARD-LOOKING INFORMATION

This annual report contains forward-looking statements that involve risks and uncertainties. These statements are made under the “safe harbor” provision under Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and as defined in the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts are forward-looking statements. 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.

You can identify these forward-looking statements by words or phrases such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “likely to” or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategies and financial needs. These forward-looking statements include, but are not limited to, statements about:

- our growth strategies;
- our future business development, financial condition and results of operations;
- our ability to retain, grow and engage our user base and expand our music and audio entertainment content offering;
- our ability to retain and grow our paying users and drive their spending on our services;
- expected changes in our revenues, content-related costs and operating margins;
- our ability to retain key personnel and attract new talent;
- competition landscape in China’s online music and audio entertainment industry;
- general economic, political, demographic and business conditions in China and globally; and
- the regulatory environment in which we operate.

We would like to caution you not to place undue reliance on these forward-looking statements and you should read these statements in conjunction with the risk factors disclosed in “Item 3. Key Information — 3.D. Risk Factors.” Other sections of this annual report include additional factors which could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, 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. We do not undertake any obligation to update or revise the forward-looking statements except as required under applicable law. You should read this annual report and the documents that we reference in this annual report completely and with the understanding that our actual future results may be materially different from what we expect.

You should not rely upon forward-looking statements as predictions of future events. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

PART I

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

Not applicable.

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

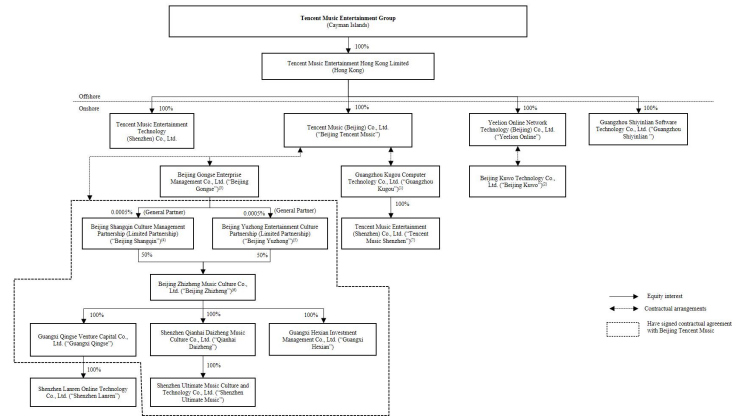
Not applicable.

**ITEM 3. KEY INFORMATION**

**Contractual Arrangements and Corporate Structure**

Tencent Music Entertainment Group is a Cayman Islands holding company. It does not engage in operations itself but rather conducts its operations through its PRC subsidiaries and consolidated variable interest entities, or the VIEs. The VIEs hold key operating licenses, provide certain key services to customers, and enter into contracts with certain major suppliers. The Group operates its businesses this way because PRC laws and regulations restrict or prohibit foreign investment in companies that engage in value-added telecommunication services, internet cultural services, internet audio-video program services and certain other businesses. As a result, we depend on certain contractual arrangements with the VIEs to operate a significant portion of our business. These contractual arrangements entered into with the VIEs allow us to (i) direct the activities of the VIEs that most significantly impact the VIEs' economic performance, (ii) receive substantially all of the economic benefits of the VIEs, and (iii) have an exclusive option to purchase all or part of the equity interests in the VIEs when and to the extent permitted by PRC law. The VIE structure is used to provide investors with exposure to foreign investment in China-based companies where PRC law restricts direct foreign investment in such operating companies in the PRC. These contractual arrangements include equity interests pledge agreement(s), exclusive option agreement(s), exclusive technical service agreement(s) or business cooperation agreement(s), loan agreement(s), debt assignment and offset agreement(s), voting trust agreement(s) or power of attorney, spouse consent(s), as the case may be. As a result of these contractual arrangements, we are considered the primary beneficiary of the VIEs for accounting purposes and are able to consolidate their operating results in our financial statements under IFRS. As used in this annual report, "we," "us," "our company," "our," or "TME" refers to Tencent Music Entertainment Group and its subsidiaries, and "the Group" refers to Tencent Music Entertainment Group, its subsidiaries and the VIEs and their respective subsidiaries.

The following diagram illustrates the Group's corporate structure as of the date of this annual report, including our significant subsidiaries and the VIEs.



- Notes:**
- (1) Shareholders of Guangzhou Kugou and their respective shareholdings and relationship with our company are as follows: (i) Linzhi Lichuang Information Technology Co., Ltd. (99.47%), an entity controlled by Tencent; (ii) Shenzhen Litong Industry Investment Fund Co., Ltd. (0.08%), an entity controlled by Tencent; and (iii) Qianhai Daizheng (0.45%). Guangzhou Kugou operates *Kugou Music* and *Kugou Live*.
  - (2) Shareholders of Beijing Kuwo and their respective shareholdings and relationship with our company are as follows: (i) Linzhi Lichuang Information Technology Co., Ltd. (61.64%), an entity controlled by Tencent; and (ii) Qianhai Daizheng (38.36%). Beijing Kuwo operates *Kuwo Music* and *Kuwo Live*.
  - (3) Shareholders of Beijing Gongse and their respective shareholdings and relationship with our company are as follows: (i) Mr. Qihu Yang (20%), our General Counsel; (ii) Mr. Dejun Gu (20%), the head of our human resources department; and (iii) Ms. Xing Chen (20%), Ms. Yueting Luo (20%) and Mr. Yunheng Liang (20%), all of whom are employees of our company.
  - (4) Partners of Beijing Shangqin are Beijing Gongse (0.0005%) (the general partner), Mr. Qihu Yang (19.9999%), Mr. Dejun Gu (19.9999%), Ms. Xing Chen (19.9999%), Ms. Yueting Luo (19.9999%) and Mr. Yunheng Liang (19.9999%).
  - (5) Partners of Beijing Yuzhong are Beijing Gongse (0.0005%) (the general partner), Mr. Qihu Yang (19.9999%), Mr. Dejun Gu (19.9999%), Ms. Xing Chen (19.9999%), Ms. Yueting Luo (19.9999%) and Mr. Yunheng Liang (19.9999%).
  - (6) Shareholders of Beijing Zhizheng are Beijing Shangqin (50%) and Beijing Yuzhong (50%).
  - (7) Tencent Music Shenzhen operates *QQ Music* and *WeSing*.



In 2020, 2021 and 2022, the amount of revenues generated by the VIEs accounted for 99.8%, 99.1% and 96.8%, respectively, of our total net revenues. As of December 31, 2021 and 2022, total assets of the VIEs equaled to 26.9% and 26.5% of our consolidated total assets as of the same dates, respectively. It is important to note that investors in the ADSs and our Class A ordinary shares are purchasing equity securities of a Cayman Islands holding company rather than equity securities issued by our subsidiaries or the VIEs. More specifically, investors in the ADSs and our Class A ordinary shares would not be holding any ownership interest, directly or indirectly, in the VIEs under current PRC laws and regulations as investors would only have the contractual relationship with the operating entities in the PRC. Neither such investors nor the holding company itself have an equity ownership in, direct investment in, or control of, through such ownership or investment, the VIEs. Investors who are non-PRC residents may never directly hold equity interests in the VIEs under current PRC laws and regulations. We do not have any equity interests in the VIEs who are owned by certain nominee shareholders or partners. Any of such nominee shareholders or partners could breach their contractual arrangements with us by, among other things, failing to conduct their operations in an acceptable manner or taking other actions that are detrimental to our interests. In the event that the shareholders of the VIEs breach the terms of these contractual arrangements and voluntarily liquidate the VIEs, or the VIEs declare bankruptcy and all or part of their assets become subject to liens or rights of third-party creditors, or are otherwise disposed of without our consent, we may be unable to conduct some or all business operations or otherwise benefit from the assets held by the VIEs and their shareholders, which could have a material adverse effect on our and the VIEs' business, financial condition and results of operations. As a result, the contractual arrangements may be less effective than direct ownership, and we could face heightened challenges, risks and costs in enforcing these contractual arrangements because uncertainties remain as to the interpretation and application of current and future PRC laws, regulations and rules relating to the legality and enforceability of these contractual arrangements, neither have our contractual arrangements with the VIEs been tested in court. If the PRC regulators deem that our contractual arrangements with the VIEs do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we and the VIEs could be subject to material penalties or be forced to relinquish our interests in those operations or otherwise significantly change the Group's corporate structure. We and our investors face certain uncertainty about potential future actions by the PRC regulators that could affect the legality and enforceability of the contractual arrangements with the VIEs and, consequently, significantly affect our ability to consolidate the financial results of the VIEs and the financial performance of the Group as a whole. Our ADSs and Class A ordinary shares may decline in value or become worthless if we are unable to effectively enforce our contractual control rights over the assets and operations of the VIEs that conduct a significant portion of the Group's business in China. See "— 3.D. Risk Factors — Risks Related to the Group's Corporate Structure" for detailed discussion.

In addition, the Group faces various legal and operational risks and uncertainties as the Group bases in and primarily operates in China. The PRC regulators have significant authority to exert influence on the ability of a China-based company, like us, to conduct its business, accept foreign investments or be listed on a U.S. stock exchange. For example, we face risks associated with regulatory approvals of offshore offerings, anti-monopoly regulatory actions, cybersecurity and data privacy, as well as the uncertainty on whether the PCAOB will continue to be able to satisfactorily inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong. The PRC regulators may also intervene with or influence the Group's operations as the government deems appropriate to further regulatory, political and societal goals. The PRC regulators have recently published new policies that significantly affected our industry and we cannot rule out the possibility that it will in the future further release regulations or policies regarding our industry that could adversely affect the Group's business, financial condition and results of operations. Any such action, once taken by the PRC regulators, could cause the value of such securities to significantly decline or in extreme cases, become worthless.

#### **Transfer of Funds and Other Assets**

Under relevant PRC laws and regulations, we are permitted to remit funds to the VIEs through loans rather than capital contributions. The VIEs fund their operations primarily using cash generated from operating and financing activities.

As of December 31, 2022, Tencent Music Entertainment Group had made cumulative capital contributions of RMB1,161 million (US\$168 million) to our PRC subsidiaries through an intermediate holding company and were accounted as long-term investments of Tencent Music Entertainment Group. These funds have been used by our PRC subsidiaries for their operations. As of December 31, 2022, the loan balance owed by VIE from WOFE was RMB129 million (US\$19 million). Our PRC subsidiaries maintained certain personnel for content production, sales and marketing, research and development, and general and administrative functions to support the operations of the VIEs. In 2020, 2021 and 2022, the VIEs transferred RMB15,372 million, RMB17,743 million and RMB16,415 million (US\$2,380 million), respectively, to our PRC subsidiaries as payment of services fees (the "Service Charges"). In 2020, 2021 and 2022, the intercompany fund transfers from WOFEs to VIEs amounted to RMB717 million, RMB3,524 million and RMB395 million (US\$57 million), respectively for treasury management purpose.

As advised by our PRC legal counsel, for any amounts owed by the VIEs to our PRC subsidiaries under the VIE agreements, unless otherwise required by PRC tax authorities, we are able to settle such amounts without limitations under the current effective PRC laws and regulations, provided that the VIEs have sufficient funds to do so. Tencent Music Entertainment Group has not previously declared or paid any cash dividend or dividend in kind, and has no plan to declare or pay any dividends in the near future on our Class A ordinary shares or the ADSs representing our ordinary shares. We currently intend that such profits will be permanently reinvested by such subsidiaries and VIEs for their PRC operations. As of December 31, 2022, the total amount of undistributed profits from the PRC subsidiaries and VIEs for which no withholding tax had been accrued was RMB17,660 million (US\$2,560 million), and the unrecognized tax liabilities were RMB1,766 million (US\$256 million). See "Item 8. Financial Information — 8.A. Consolidated Statements and Other Financial Information — Dividend Policy."

For the purpose of illustration, the below table reflects the hypothetical taxes that might be required to be paid within China, assuming that: (i) we have taxable earnings, and (ii) we determine to pay a dividend in the future:

	Taxation Scenario	
	Statutory Tax and Standard Rates	
Hypothetical pre-tax earnings		100%
Tax on earnings at statutory rate of 25%		-25%
Net earnings available for distribution		75%
Withholding tax at standard rate of 10%*		-7.5%
Net distribution to Parent/Shareholders		67.5%

Note:

\* The PRC Enterprise Income Tax Law imposes a withholding income tax of 10% on dividends distributed by a foreign invested enterprise, or FIE, to its immediate holding company outside of China. A lower withholding income tax rate of 5% is applied if the FIE's immediate holding company is registered in Hong Kong or other jurisdictions that have a tax treaty arrangement with China, subject to a qualification review at the time of the distribution. For purposes of this hypothetical example, the table above assumes a maximum tax scenario under which the full withholding tax would be applied.

The table above has been prepared under the assumption that all profits of the VIEs will be distributed as fees to our PRC subsidiaries under tax neutral contractual arrangements. If in the future, the accumulated earnings of the VIEs exceed the fees paid to our PRC subsidiaries, or if the current and contemplated fee structure between the intercompany entities is determined to be non-substantive and disallowed by Chinese tax authorities, we have other tax-planning strategies that can be deployed on a tax neutral basis.

Should all tax planning strategies fail, the VIEs could, as a matter of last resort, make a non-deductible transfer to our PRC subsidiaries for the amounts of the stranded cash in the VIEs. This would result in the double taxation of earnings: one at the VIE level (for non-deductible expenses) and one at the PRC subsidiary level (for presumptive earnings on the transfer). Such a transfer and the related tax burdens would reduce our after-tax income to approximately 50.6% of the pre-tax income. Our management is of the view that the likelihood that this scenario would happen is remote.

#### Condensed Consolidating Schedule

The following tables present the summary statements of operations for the VIEs and other entities for the periods presented.

	For the Year Ended December 31, 2020					
	Parent	VIE and its consolidated subsidiaries	WOFEs	Other subsidiaries	Eliminating adjustments	Consolidated totals
			(RMB in millions)			
Revenues	—	29,094	11,935	837	(12,713) <sup>d</sup>	29,153
Cost of revenues	—	(21,889)	(8,167)	(78)	10,283 <sup>d</sup>	(19,851)
Gross profit	—	7,205	3,768	759	(2,430)	9,302
Operating (loss)/profit	(260)	1,966	2,728	275	1	4,710
(Loss)/profit before income tax	(331)	1,936	2,717	307	3	4,632
Income from subsidiaries and VIEs	4,466	—	1,625	4,155	(10,246)	—
Profit for the year	4,176	1,625	4,152	4,466	(10,243)	4,176

	Parent	VIE and its consolidated subsidiaries	For the Year Ended December 31, 2021				Consolidated totals
			WOFEs	(RMB in millions)		Eliminating adjustments	
				Other subsidiaries			
<b>Revenues</b>	—	<b>30,949</b>	<b>15,393</b>	<b>1,920</b>	<b>(17,018)<sup>d</sup></b>	<b>31,244</b>	
Cost of revenues	—	(25,278)	(10,258)	(992)	14,688 <sup>d</sup>	(21,840)	
<b>Gross profit</b>	—	<b>5,671</b>	<b>5,135</b>	<b>928</b>	<b>(2,330)</b>	<b>9,404</b>	
Operating (loss)/profit	(201)	(56)	3,354	713	(10)	3,800	
<b>(Loss)/profit before income tax</b>	<b>(298)</b>	<b>(34)</b>	<b>3,337</b>	<b>634</b>	<b>(7)</b>	<b>3,632</b>	
Income/(loss) from subsidiaries and VIEs	3,526	—	(206)	2,903	(6,223)	—	
<b>Profit/(loss) for the year</b>	<b>3,257</b>	<b>(209)</b>	<b>2,903</b>	<b>3,494</b>	<b>(6,230)</b>	<b>3,215</b>	

	Parent	VIE and its consolidated subsidiaries	For the Year Ended December 31, 2022				Consolidated totals
			WOFEs	(RMB in millions)		Eliminating adjustments	
				Other subsidiaries			
<b>Revenues</b>	—	<b>27,426</b>	<b>14,460</b>	<b>1,704</b>	<b>(15,251)<sup>d</sup></b>	<b>28,339</b>	
Cost of revenues	—	(22,852)	(8,006)	(910)	12,202 <sup>d</sup>	(19,566)	
<b>Gross profit</b>	—	<b>4,574</b>	<b>6,454</b>	<b>794</b>	<b>(3,049)</b>	<b>8,773</b>	
Operating (loss)/profit	(181)	(404)	4,453	558	17	4,443	
<b>(Loss)/profit before income tax</b>	<b>(282)</b>	<b>(337)</b>	<b>4,454</b>	<b>520</b>	<b>18</b>	<b>4,373</b>	
Income/(loss) from subsidiaries and VIEs	4,094	—	(415)	3,606	(7,285)	—	
<b>Profit for the year</b>	<b>3,839</b>	<b>(432)</b>	<b>3,605</b>	<b>4,094</b>	<b>(7,267)</b>	<b>3,839</b>	

The following tables present the summary balance sheet data for the VIEs and other entities as of the dates presented.

	As of December 31, 2021					Consolidated totals
	Parent	VIE and its consolidated subsidiaries	WOFEs	Other subsidiaries (RMB in millions)	Eliminating adjustments	
<b>ASSETS</b>						
<b>Non-current assets</b>						
Investments in subsidiaries	29,149	—	—	22,850	(51,999) <sup>b</sup>	—
Investments in VIEs	—	—	10,288	—	(10,288) <sup>b</sup>	—
Intangible assets and goodwill	14,173	6,891	886	12	(12) <sup>f</sup>	21,950
Investments accounted for using equity method	—	638	—	2,961	—	3,599
Financial assets at fair value through other comprehensive income	—	—	—	7,302	—	7,302
Prepayments, deposits and other assets	9	151	559	24	—	743
Term deposits	—	50	4,253	—	—	4,303
Others	—	992	1,432	142	—	2,566
	<b>43,331</b>	<b>8,722</b>	<b>17,418</b>	<b>33,291</b>	<b>(62,299)</b>	<b>40,463</b>
<b>Current assets</b>						
Amounts due from subsidiaries and VIEs	4,391	5,049	3,422	11	(12,873) <sup>e</sup>	—
Prepayments, deposits and other assets	83	843	1,805	—	—	2,731
Term deposits	7,609	—	5,160	—	—	12,769
Cash and cash equivalents	1,061	634	4,504	392	—	6,591
Others	—	2,869	1,028	803	—	4,700
	<b>13,144</b>	<b>9,395</b>	<b>15,919</b>	<b>1,206</b>	<b>(12,873)</b>	<b>26,791</b>
<b>Total assets</b>	<b>56,475</b>	<b>18,117</b>	<b>33,337</b>	<b>34,497</b>	<b>(75,172)</b>	<b>67,254</b>
<b>LIABILITIES</b>						
<b>Non-current liabilities</b>						
Notes payable	5,062	—	—	—	—	5,062
Others	66	416	205	—	—	687
	<b>5,128</b>	<b>416</b>	<b>205</b>	<b>—</b>	<b>—</b>	<b>5,749</b>
<b>Current liabilities</b>						
Amounts due to subsidiaries and VIEs	826	503	7,133	4,413	(12,875) <sup>c</sup>	—
Deferred revenue	—	1,834	—	—	—	1,834
Others	204	4,333	3,149	930	—	8,616
	<b>1,030</b>	<b>6,670</b>	<b>10,282</b>	<b>5,343</b>	<b>(12,875)</b>	<b>10,450</b>
<b>Total liabilities</b>	<b>6,158</b>	<b>7,086</b>	<b>10,487</b>	<b>5,343</b>	<b>(12,875)</b>	<b>16,199</b>
<b>Total equity</b>	<b>50,317</b>	<b>11,031</b>	<b>22,850</b>	<b>29,154</b>	<b>(62,297)</b>	<b>51,055</b>

	As of December 31, 2022					
	Parent	VIE and its consolidated subsidiaries	WOFEs	Other subsidiaries	Eliminating adjustments	Consolidated totals
	(RMB in millions)					
<b>ASSETS</b>						
<b>Non-current assets</b>						
Investments in subsidiaries	29,452	—	—	27,037	(56,489) <sup>b</sup>	—
Investments in VIEs	—	—	9,995	—	(9,995) <sup>b</sup>	—
Intangible assets and goodwill	14,169	5,453	1,692	547	— <sup>a</sup>	21,861
Investments accounted for using equity method	—	693	49	3,588	—	4,330
Financial assets at fair value through other comprehensive income	—	—	—	3,168	—	3,168
Prepayments, deposits and other assets	—	131	562	16	—	709
Term deposits	—	—	6,530	—	—	6,530
Others	—	1,143	2,472	237	—	3,852
	<b>43,621</b>	<b>7,420</b>	<b>21,300</b>	<b>34,593</b>	<b>(66,484)</b>	<b>40,450</b>
<b>Current assets</b>						
Amounts due from subsidiaries and VIEs	6,847	7,140	3,305	14	(17,306) <sup>c</sup>	—
Prepayments, deposits and other assets	62	904	1,929	63	—	2,958
Term deposits	3,354	—	6,190	1,747	—	11,291
Restricted cash	—	34	—	—	—	34
Cash and cash equivalents	891	490	7,933	241	—	9,555
Others	—	1,783	53	885	—	2,721
	<b>11,154</b>	<b>10,351</b>	<b>19,410</b>	<b>2,950</b>	<b>(17,306)</b>	<b>26,559</b>
<b>Total assets</b>	<b>54,775</b>	<b>17,771</b>	<b>40,710</b>	<b>37,543</b>	<b>(83,790)</b>	<b>67,009</b>
<b>LIABILITIES</b>						
<b>Non-current liabilities</b>						
Notes payable	5,536	—	—	—	—	5,536
Others	39	329	261	—	—	629
	<b>5,575</b>	<b>329</b>	<b>261</b>	<b>—</b>	<b>—</b>	<b>6,165</b>
<b>Current liabilities</b>						
Amounts due to subsidiaries and VIEs	929	138	9,415	6,813	(17,295) <sup>c</sup>	—
Deferred revenue	—	2,162	5	14	(11)	2,170
Others	172	4,404	3,916	1,055	—	9,547
	<b>1,101</b>	<b>6,704</b>	<b>13,336</b>	<b>7,882</b>	<b>(17,306)</b>	<b>11,717</b>
<b>Total liabilities</b>	<b>6,676</b>	<b>7,033</b>	<b>13,597</b>	<b>7,882</b>	<b>(17,306)</b>	<b>17,882</b>
<b>Total equity</b>	<b>48,099</b>	<b>10,738</b>	<b>27,113</b>	<b>29,661</b>	<b>(66,484)</b>	<b>49,127</b>

The following tables present the summary cash flow data for the VIEs and other entities for the periods presented.

	For the Year Ended December 31, 2020						
	Parent	VIE and its consolidated subsidiaries	WOFEs	Other subsidiaries		Eliminating adjustments	Consolidated totals
				(RMB in millions)			
Net cash (outflow)/inflow from operating activities	(67)	454	4,574	(76)	— <sup>e</sup>	4,885	
Net cash (outflow)/inflow from investing activities	(10,230)	(1,099)	(3,535)	(710)	1,368 <sup>f</sup>	(14,206)	
Net cash inflow/(outflow) from financing activities	5,383	715	(86)	648	(1,368) <sup>f</sup>	5,292	
Net (decrease)/increase in cash and cash equivalents	(4,914)	70	953	(138)	—	(4,029)	
Cash and cash equivalents, beginning of the year	10,870	1,327	2,999	230	—	15,426	
Exchange differences on cash and cash equivalents	(270)	—	—	1	—	(269)	
<b>Cash and cash equivalents, end of the year</b>	<b>5,686</b>	<b>1,397</b>	<b>3,952</b>	<b>93</b>	<b>—</b>	<b>11,128</b>	

	For the Year Ended December 31, 2021						
	Parent	VIE and its consolidated subsidiaries	WOFEs	Other subsidiaries		Eliminating adjustments	Consolidated totals
				(RMB in millions)			
Net cash inflow/(outflow) from operating activities	69	(671)	5,628	213	— <sup>e</sup>	5,239	
Net cash (outflow)/inflow from investing activities	(1,064)	(3,554)	(5,005)	95	3,529 <sup>f</sup>	(5,999)	
Net cash (outflow)/inflow from financing activities	(3,571)	3,462	(71)	(1)	(3,529) <sup>f</sup>	(3,710)	
Net (decrease)/ increase in cash and cash equivalents	(4,566)	(763)	552	307	—	(4,470)	
Cash and cash equivalents, beginning of the year	5,686	1,397	3,952	93	—	11,128	
Exchange differences on cash and cash equivalents	(59)	—	—	(8)	—	(67)	
<b>Cash and cash equivalents, end of the year</b>	<b>1,061</b>	<b>634</b>	<b>4,504</b>	<b>392</b>	<b>—</b>	<b>6,591</b>	

	For the Year Ended December 31, 2022						
	Parent	VIE and its consolidated subsidiaries	WOFEs	Other subsidiaries		Eliminating adjustments	Consolidated totals
				(RMB in millions)			
Net cash inflow/(outflow) from operating activities	59	(17)	7,306	133	— <sup>e</sup>	7,481	
Net cash inflow/(outflow) from investing activities	2,639	(379)	(3,819)	(1,726)	1,839 <sup>f</sup>	(1,446)	
Net cash (outflow)/inflow from financing activities	(3,162)	252	(58)	1,388	(1,839) <sup>f</sup>	(3,419)	
Net (decrease)/ increase in cash and cash equivalents	(464)	(144)	3,429	(205)	—	2,616	
Cash and cash equivalents, beginning of the year	1,061	634	4,504	392	—	6,591	
Exchange differences on cash and cash equivalents	294	—	—	54	—	348	
<b>Cash and cash equivalents, end of the year</b>	<b>891</b>	<b>490</b>	<b>7,933</b>	<b>241</b>	<b>—</b>	<b>9,555</b>	

For the eliminating adjustments:

- a) Represents the elimination of Service Charges between the VIEs and our PRC subsidiaries.
- b) Represents the elimination of the investments in the VIEs and our PRC subsidiaries.
- c) Represents the elimination of intercompany balance between Tencent Music Entertainment Group, the VIEs, and our subsidiaries.
- d) Represents the Services Charges between Tencent Music Entertainment Group, the VIEs and our PRC subsidiaries, which were eliminated at the consolidation level. The intercompany revenues and costs in relation to the Service Charges to the VIEs by our PRC subsidiaries amounted to RMB9,497 million, RMB13,039 million and RMB14,353 million (US\$2,081 million), for the year ended December 31, 2020, 2021 and 2022, respectively.
- e) The cash flows which have occurred between Tencent Music Entertainment Group, the VIEs and our PRC subsidiaries represents the intercompany services fees which were eliminated at the consolidation level. In 2020, 2021 and 2022, the VIEs transferred RMB15,372 million, RMB17,743 million and RMB16,415 million (US\$2,380 million), respectively, to our PRC subsidiaries as Service Charge, which were eliminated at the consolidated level.
- f) Represents the elimination of intercompany fund transfers between Tencent Music Entertainment Group, the VIEs and our PRC subsidiaries. The intercompany fund transfers from WOFEs to the VIEs, which were eliminated at consolidated level, amounted to RMB717 million, RMB3,524 million and RMB395 million (US\$57 million), for the years ended December 31, 2020, 2021 and 2022, respectively.

#### Restrictions on Foreign Exchange and the Ability to Transfer Cash between Entities, Across Borders and to U.S. Investors

Tencent Music Entertainment Group's ability to pay dividends, if any, to its shareholders and ADS holders and to service any debt it may incur will depend upon dividends paid by our PRC subsidiaries. Under PRC laws and regulations, our PRC subsidiaries are subject to certain restrictions with respect to paying dividends or otherwise transferring any of their net assets offshore to Tencent Music Entertainment Group. In particular, under the current effective PRC laws and regulations, dividends may be paid only out of distributable profits. Distributable profits are the net profit as determined under PRC GAAP, less any recovery of accumulated losses and appropriations to statutory and other reserves required to be made. Each of our PRC subsidiaries 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 a fund reaches 50% of its registered capital. As a result, our PRC subsidiaries may not have sufficient distributable profits to pay dividends to us in the near future.

Furthermore, if certain procedural requirements are satisfied, the payment of current account items, including profit distributions and trade and service related foreign exchange transactions, can be made in foreign currencies without prior approval from the SAFE or its local branches. However, where RMB 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, approval from or registration with competent government authorities or its authorized banks is required. The PRC regulatory authorities may take measures from time to time to restrict access to foreign currencies for current account or capital 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 offshore intermediary holding companies or ultimate parent company, and therefore, our shareholders or holders of our ADSs. Further, we cannot assure you that new regulations or policies will not be promulgated in the future, which may further restrict the remittance of RMB into or out of the PRC. We cannot assure you, in light of the restrictions in place, or any amendment to be made from time to time, that our current or future PRC subsidiaries will be able to satisfy their respective payment obligations that are denominated in foreign currencies, including the remittance of dividends outside of the PRC. If any of our subsidiaries incurs debt on its own behalf in the future, the instruments governing such debt may restrict its ability to pay dividends to Tencent Music Entertainment Group. In addition, our PRC subsidiaries are required to make appropriations to certain statutory reserve funds, which are not distributable as cash dividends except in the event of a solvent liquidation of the companies.

For PRC and United States federal income tax consideration of an investment in the ADSs, see “Item 10. Additional Information — 10.E. Taxation.”

## Recent Regulatory Developments

### *Cybersecurity and Data Privacy*

The PRC regulatory authorities have in recent years strengthened the oversight on cybersecurity and data privacy. According to the institutional reform plan of the State Council approved by the National People’s Congress on March 10, 2023, the National Data Bureau will be established under the administration of the NDRC. The National Data Bureau will be responsible for, among other things, advancing the development of data-related fundamental institutions, coordinating the integration, sharing, development and application of data resources, and promoting the digitalization of the Chinese economy and society. On June 10, 2021, the Standing Committee of the National People’s Congress promulgated the PRC Data Security Law, which took effect in September 2021. On August 20, 2021, the Standing Committee of the National People’s Congress promulgated the Personal Information Protection Law of the PRC, effective from November 1, 2021. On December 28, 2021, the CAC, the NDRC, the MIIT, and several other PRC regulatory authorities jointly issued the Cybersecurity Review Measures, which became effective on February 15, 2022. Pursuant to the Cybersecurity Review Measures, critical information infrastructure operators that procure internet products and services, and network platform operators engaging in data processing activities, must be subject to the cybersecurity review if their activities affect or may affect national security. The Cybersecurity Review Measures further stipulate that network platform operators holding over one million users’ personal information shall apply with the Cybersecurity Review Office for a cybersecurity review before listing in a foreign country. Furthermore, on November 14, 2021, the CAC published the Regulations on Network Data Security Management (Draft for Comment), or the Draft Regulations on Network Data, which reiterate the circumstances under which data processors shall apply for cybersecurity review, including, among others, (i) the data processors who process over one million users’ personal information apply for listing in a foreign country; and (ii) the data processors’ proposed listing in Hong Kong affects or may affect national security. As of the date of this annual report, there is no schedule as to when the Draft Regulations on Network Data will be enacted. Uncertainties remain as to its enactment timetable, final content, interpretation and implementation.

For information on regulatory developments in the European Union, United Kingdom and the United States relating to cybersecurity and data privacy, which may impact us if and to the extent we expand our operations into these jurisdictions, see “— 3.D. Risk Factors — Risks Related to Our Business and Industry — Complying with evolving laws, regulations and other obligations regarding cybersecurity, information security, privacy and data protection and other related laws, regulations and obligations may be expensive and may force us to make adverse changes to our business. Many of these laws, regulations and other obligations are subject to changes and uncertain interpretations, and any failure or perceived failure to comply with these laws, regulations and other obligations could result in negative publicity, legal proceedings, suspension or disruption of operations, increased cost of operations, or otherwise harm our business.”

As of the date of this annual report, (i) we are not aware of having experienced any material incidents involving unauthorized disclosure of personal information, committing any violations of cybersecurity or data privacy laws or regulations, or being the subject of any investigations or other legal proceedings initiated or threatened by competent regulatory authorities or other third parties, that will materially and adversely affect our business; (ii) we have not been subject to any material fines, administrative penalties, or other sanctions by any relevant regulatory authorities in relation to violation of cybersecurity and data privacy laws and regulations; and (iii) we have not been notified of any investigation or cybersecurity review initiated by the CAC. In addition, we have maintained a comprehensive and rigorous data protection program and implemented comprehensive and strict internal policies, procedures and measures designed to ensure our compliance with cybersecurity and data privacy laws and regulations.



#### *Filings Required by the PRC Regulatory Authorities for the Listing of Our Securities*

On February 17, 2023, China Securities Regulatory Commission (the “CSRC”) promulgated the Trial Administrative Measures of the Overseas Securities Offering and Listing by Domestic Companies, or the Trial Measures, and five supporting guidelines, which took effect on March 31, 2023. Pursuant to the Trial Measures, PRC domestic companies that directly or indirectly seek to offer or list their securities overseas are required to fulfill the filing procedure with the CSRC and report relevant information to the CSRC. Specifically, the overseas securities offering and listing of any issuer will be deemed as indirect overseas offering by PRC domestic companies if the following conditions are met: (i) 50% or more of any of the issuer’s operating revenue, total profit, total assets or net assets as documented in its audited consolidated financial statements for the most recent fiscal year is accounted for by PRC domestic companies; and (ii) the main parts of the issuer’s business activities are conducted in mainland China, or its main place(s) of business are located in mainland China, or the majority of senior management staff in charge of its business operations and management are PRC citizens or have their usual place(s) of residence located in mainland China.

In addition, pursuant to the Trial Measures, an overseas offering and listing of the securities of a PRC domestic company is prohibited under any of the following circumstances, if (i) such securities offering and listing is explicitly prohibited by provisions in laws, administrative regulations and relevant state rules; (ii) the intended securities offering and listing may endanger national security as reviewed and determined by competent authorities under the State Council in accordance with law; (iii) the PRC domestic company intending to make the securities offering and listing, or its controlling shareholder(s) and the actual controller, have committed crimes such as corruption, bribery, embezzlement, misappropriation of property or undermining the order of the socialist market economy during the latest three years; (iv) the PRC domestic company intending to make the securities offering and listing is currently under investigations for suspicion of criminal offenses or major violations of laws and regulations, and no clear conclusion has yet been made thereof; or (v) there are material ownership disputes over equity interests held by the PRC domestic company’s controlling shareholder(s) or by other shareholder(s) that are controlled by the controlling shareholder(s) and/or actual controller.

Further, at the press conference held for the Trial Measures on February 17, 2023, officials from the CSRC clarified that the PRC domestic companies that have already been listed overseas on or before the effective date of the Trial Measures (i.e., March 31, 2023) shall be deemed as existing issuers, or the Existing Issuers. Existing Issuers are not required to complete the filing procedures immediately but shall carry out filing procedures as required if they conduct refinancing or are involved in other circumstances that require filing with the CSRC. The officials from the CSRC have also confirmed that for the PRC domestic companies that seek to list overseas with VIE structure, the CSRC will solicit opinions from relevant regulatory authorities and complete the filing of the overseas listing of companies with VIE structure which meet the compliance requirements.

However, given that the Trial Measures were recently promulgated, uncertainties remain as to the implementation and interpretation, and how they will affect our ability to conduct future offering or other financing activities. If we fail to complete the filing with the CSRC in a timely manner or at all, for any future offering or any other financing activities which are subject to the filing requirements under the Trial Measures, our ability to raise or utilize funds and our operations could be materially and adversely affected. See “— 3.D. Risk Factors — Risks Related to the Group’s Corporate Structure — The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC regulatory authorities may be required under PRC law in connection with any future issuance of securities overseas, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing” for more details.

#### *Recently Adopted Live Streaming Regulations*

Regulatory authorities in China have been heightening its oversight on live streaming businesses. On November 12, 2020, the NRTA promulgated the Circular on Strengthening the Administration of Live Streaming Web Shows and Live Streaming E-commerce, or the Circular 78, which sets forth requirements for certain live streaming businesses with respect to real-name registration, limits on users’ spending on virtual gifting, restrictions on minors from virtual gifting, live streaming review personnel requirements and content tagging requirements, among other things. Following the Circular 78, China’s regulatory authorities have stepped up scrutiny on live streaming businesses, with a number of regulations promulgated successively, including the Guidance Opinions on Strengthening the Regulation and Management Work of Internet Live Streaming and the Opinions on Further Regulating the For-Profit Activities in Online Live Streaming to Promote a Healthy Development of the Industry.

In particular, on May 7, 2022, the CAC, together with three other authorities, jointly issued the Opinions on Regulating Live Streaming and Strengthening Minor Protections, or the Live Streaming Opinions, which reiterates the requirements for live streaming platforms in respect of strengthening real-name registration, restrictions on minors from virtual gifting and prohibition on providing live streaming services to minors. Pursuant to the Live Streaming Opinions, online platforms are prohibited from ranking, introducing or recommending live streaming performers solely by the monetary amount of virtual gifts that they have received from users, nor could they rank users based on the monetary amount of virtual gifts that they have sent to live streaming performers. Any such rankings currently available on these online platforms is ordered to be removed by June 7, 2022 according to the Live Streaming Opinions.

However, since these recently adopted live streaming regulations are relatively new, uncertainty remains as to their interpretation and implementation in practice, as well as their ultimate impact on our business and results of operations in the long term. Furthermore, as the PRC regulatory authorities continue to step up scrutiny over live streaming businesses and the music-centric social entertainment industry in general, our social entertainment services may be subject to further heightened regulations in the near future. This could adversely impact our business, prospects, results of operations and financial condition. Accordingly, we may have to adjust and adapt our growth strategies to the regulatory landscape that constantly evolves. See also “3.D. Risk Factors — Risks Related to Our Business and Industry — Our business operations may be adversely affected by the heightened regulatory oversight and scrutiny on live streaming platforms and performers.”

#### ***Anti-Monopoly Law Enforcement***

The PRC anti-monopoly enforcement agencies have in recent years strengthened enforcement of the PRC Anti-Monopoly Law, including in the context of mergers and acquisitions and unfair competition. On June 24, 2022, the Decision of the Standing Committee of the National People’s Congress to Amend the Anti-Monopoly Law of the People’s Republic of China, or the Decision to Amend the Anti-Monopoly Law, was adopted and became effective on August 1, 2022. The Decision to Amend the Anti-Monopoly Law strengthens the regulation on the internet platforms, requiring that undertakings shall not use data and algorithms, technologies, capital advantages, platform rules, and other means to engage in monopolistic conduct; and also escalates in full scale the administrative penalties for monopolistic conducts, for the failure to notify the anti-monopoly agencies on the proposed concentration of undertakings, the State Council Anti-Monopoly Enforcement Agency may order to reinstate the original status prior to the concentration and impose a fine up to ten percent of the operator’s last year’s sales revenue, provided that the concentration of undertakings has or may have an effect on excluding or limiting competition; if the concentration does not have the effect of excluding or limiting competition, a fine up to RMB5,000,000 may be imposed on operators. On March 24, 2023, the SAMR promulgated four regulations ancillary to the Anti-Monopoly Law, namely the Review Measures of Concentration of Undertakings, the Provisions on the Prohibition of Monopoly Agreements, the Provisions on the Prohibitions of Acts of Abuse of Dominant Market Positions, and the Provisions on Curbing the Abuse of Administrative Power to Exclude or Restrict Competition, all of which took effect from April 15, 2023. These regulations have, among other things, elaborated the specific requirements under the Anti-Monopoly Law, optimized the regulatory and enforcement procedures and imposed more stringent legal responsibilities on the relevant parties. Specifically, the Review Measures of Concentration of Undertakings have clarified the factors to be considered for the recognition of “control” and “implementation of concentration” under the review mechanism of concentration of undertakings, and elaborate the implementation rules regarding the suspension of review. According to the Review Measures of Concentration of Undertakings, where a concentration of undertakings does not meet the threshold for declaration, but there is evidence that the concentration of undertakings has or may have the effect of excluding or limiting competition, the SAMR may order the operators to file the concentration of undertakings. Since the above-mentioned laws and regulations are relatively new, uncertainty still remains as to their interpretation and implementation.

**Implication of the Holding Foreign Companies Accountable Act**

The Holding Foreign Companies Accountable Act (the “HFCAA”) was enacted on December 18, 2020. The HFCAA states if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection for the PCAOB for two consecutive years beginning in 2021, the SEC shall prohibit our shares or ADSs from being traded on a national securities exchange or in the over-the-counter trading market in the United States. In addition, trading in our securities on U.S. markets, including NYSE, may be prohibited under the HFCAA if the PCAOB determines that it is unable to inspect or investigate completely our auditor for two consecutive years. On December 16, 2021, the PCAOB issued the HFCAA Determination Report to notify the SEC of its determinations that the PCAOB was unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong, including our auditor. On May 26, 2022, we were conclusively identified by the SEC under the HFCAA as having filed audit reports issued by a registered public accounting firm that cannot be inspected or investigated completely by the PCAOB in connection with the filing of our 2021 Form 20-F. The inability of the PCAOB to conduct inspections in the past also deprived our investors of the benefits of such inspections. On December 15, 2022, the PCAOB announced that it was able to conduct inspections and investigations completely of PCAOB-registered public accounting firms headquartered in mainland China and Hong Kong in 2022. The PCAOB vacated its previous 2021 determinations accordingly. As a result, we do not expect to be identified as a “Commission-Identified Issuer” under the HFCAA for the fiscal year ended December 31, 2022 after we file our annual report on Form 20-F for such fiscal year. However, whether the PCAOB will continue to conduct inspections and investigations completely to its satisfaction of PCAOB-registered public accounting firms headquartered in mainland China and Hong Kong is subject to uncertainty and depends on a number of factors out of our, and our auditor’s, control, including uncertainties surrounding Sino-U.S. relations. The PCAOB is expected to continue to demand complete access to inspections and investigations against accounting firms headquartered in mainland China and Hong Kong in the future and states that it has already made plans to resume regular inspections in early 2023 and beyond. The PCAOB is required under the HFCAA to make its determination on an annual basis with regards to its ability to inspect and investigate completely accounting firms based in mainland China and Hong Kong. The possibility of being a “Commission-Identified Issuer” and risk of delisting could continue to adversely affect the trading price of our securities. If the PCAOB determines in the future that it no longer has full access to inspect and investigate accounting firms headquartered in mainland China and Hong Kong and we continue to use such accounting firm to conduct audit work, we would be identified as a “Commission-Identified Issuer” under the HFCAA following the filing of the annual report for the relevant fiscal year, and if we were so identified for two consecutive years, trading in our securities on U.S. markets would be prohibited. For the details of the risks associated with the enactment of the HFCAA, see “— 3.D. Risk Factors — Risks Related to Doing Business in China — Trading in our securities may be prohibited under the HFCAA and U.S. national securities exchanges, such as the NYSE, may determine to delist our securities if the PCAOB determines that it is unable to inspect or investigate completely our auditor for two consecutive years.”

**3.A. Reserved**

**3.B. Capitalization and Indebtedness**

Not applicable.

**3.C. Reason for the Offer and Use of Proceeds**

Not applicable.

**3.D. Risk Factors**

Below please find a summary of the principal risks and uncertainties we face, organized under relevant headings. In particular, as we are a China-based company incorporated in the Cayman Islands, you should pay special attention to subsections headed “Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China” and “Item 3. Key Information — 3.D. Risk Factors — Risks Related to the Group’s Corporate Structure.”

*Risks Related to Our Business and Industry*

- If we fail to anticipate user preferences to provide content catering to user demands, our ability to attract and retain users may be materially and adversely affected.*
- We depend upon third-party licenses for the content of our content offerings, and any adverse changes to or loss of, our relationships with these content providers may materially and adversely affect our business, operating results, and financial condition.*
- We may not have obtained complete licenses for certain copyrights with respect to a small portion of the content offered on our platform.*
- We allow user-generated content to be uploaded on our platform. If users have not obtained all necessary copyright licenses in connection with such uploaded content, we may be subject to potential disputes and liabilities.*
- Assertions or allegations that we have infringed or violated intellectual property rights, even not true, could harm our business and reputation.*
- Our license agreements are complex, impose numerous obligations upon us and may make it difficult to operate our business. Any breach or adverse change to the terms of such agreements could adversely affect our business, operating results and financial condition.*
- Minimum guarantees required under certain of our license agreements for music and long-form audio content may limit our operating flexibility and may materially and adversely affect our business, financial condition and results of operations.*
- If we are unable to obtain accurate and comprehensive information necessary to identify the copyright ownership of the content offered on our platform, our ability to obtain necessary or commercially viable licenses from the copyright owners may be adversely affected, which may result in us having to remove content from our platform, and may subject us to potential copyright infringement claims and difficulties in controlling content-related costs.*
- If music copyright owners withdraw all or a portion of their music works from the MCSC to the extent the MCSC had not obtained authorization to license from the relevant copyright owners, we may have to enter into direct licensing agreements with these copyright owners, which may be time-consuming and costly, and we may not be able to reach an agreement with some copyright owners, or may have to pay higher rates than we currently pay.*
- Uncertainties surrounding our monetization efforts may cause us to lose users and materially and adversely affect our business, financial condition and results of operations.*
- Complying with evolving laws, regulations and other obligations regarding cybersecurity, information security, privacy and data protection and other related laws, regulations and obligations may be expensive and may force us to make adverse changes to our business. Many of these laws, regulations and other obligations are subject to changes and uncertain interpretations, and any failure or perceived failure to comply with these laws, regulations and other obligations could result in negative publicity, legal proceedings, suspension or disruption of operations, increased cost of operations, or otherwise harm our business.*
- A severe or prolonged downturn in the PRC or global economy could materially and adversely affect our business and our financial condition.*

*Risks Related to Our Relationship with Tencent*

- If we are no longer able to benefit from our business cooperation with Tencent, our business may be adversely affected.*
- Any negative development in Tencent's market position, brand recognition or financial condition may materially and adversely affect our user base, marketing efforts and the strength of our brand.*
- Tencent, our controlling shareholder, has had and will continue to have effective control over the outcome of shareholder actions in our company. The interests of Tencent may not be aligned with the interests of our other shareholders and holders of the ADSS.*
- We may have conflicts of interest with Tencent and, because of Tencent's controlling ownership interest in our company, we may not be able to resolve such conflicts on terms favorable to us.*

*Risks Related to the Group's Corporate Structure*

- *Uncertainties remain as to the interpretation and application of current and future PRC laws, regulations, and rules relating to the agreements that establish the VIE structure for the Group's operations in China, including potential future actions by the PRC regulators, which could affect the enforceability of our contractual arrangements with the VIEs and, consequently, significantly affect our financial condition and results of operations. If the PRC regulators find such agreements non-compliant with relevant PRC laws, regulations, and rules, or if these laws, regulations, and rules or the interpretation thereof change in the future, we could be subject to severe penalties or be forced to relinquish our interests in the VIEs.*
- *Any failure by the VIEs or their shareholders or partners to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business.*
- *The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC regulatory authorities may be required under PRC law in connection with any future issuance of securities overseas, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing.*
- *Uncertainties remain as to the interpretation and implementation of the Foreign Investment Law of the PRC and how it may impact the viability of the Group's current corporate structure, corporate governance and business operations.*
- *We rely on contractual arrangements with the VIEs and their respective shareholders or partners for a large portion of the Group's business operations, which may not be as effective as direct ownership in providing operational control.*

*Risks Related to Doing Business in China*

- *Uncertainties regarding the enforcement of laws, and changes in policies, laws and regulations could materially and adversely affect us.*
- *The custodians or authorized users of our controlling non-tangible assets, including chops and seals, may fail to fulfill their responsibilities, or misappropriate or misuse these assets.*
- *Our operations depend on the performance of the internet infrastructure and telecommunications networks in China, which are in large part operated and maintained by state-owned operators.*
- *Trading in our securities may be prohibited under the HFCAA and U.S. national securities exchanges, such as the NYSE, may determine to delist our securities if the PCAOB determines that it is unable to inspect or investigate completely our auditor for two consecutive years.*

*Risks Related to the ADSs or our Ordinary Shares*

- *The trading price of our ADSs and Class A ordinary shares is likely to be volatile, which could result in substantial losses to investors.*
- *If securities or industry analysts do not publish research or reports about our business, or if they adversely change their recommendations regarding our Class A ordinary shares and/or ADSs, the trading price for our Class A ordinary shares and/or ADSs and trading volume could decline.*
- *Our dual-class voting structure will limit the holders of our Class A ordinary shares and ADSs to influence corporate matters, provide certain shareholders of ours with substantial influence and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and ADSs may view as beneficial.*
- *The sale or availability for sale, or perceived sale or availability for sale, of substantial amounts of our Class A ordinary shares and/or ADSs could adversely affect their trading price.*

## Risks Related to Our Business and Industry

*If we fail to anticipate user preferences to provide content catering to user demands, our ability to attract and retain users may be materially and adversely affected.*

Our ability to attract and retain our users, drive user engagement and deliver a superior user experience depends largely on our ability to continue to offer attractive content, including songs, playlists, video, long-form audio, lyrics, live streaming of performances and karaoke-related content. Content that was once popular with our users may become less attractive if user preferences evolve. The success of our business relies on our ability to anticipate changes in user preferences and industry dynamics, and respond to such changes in a timely, appropriate and cost-effective manner. If we fail to cater to the tastes and preferences of our users, or fail to deliver a superior user experience, we may suffer from reduced user traffic and engagement, and our business, financial condition and results of operations may be materially and adversely affected.

We strive to generate creative ideas for content acquisition and to source high-quality content, including both popular, mainstream content and long-tail content. Sourcing attractive content may be challenging, expensive and time-consuming. We have invested and intend to continue to invest substantial resources in content acquisition and production. However, we may not be able to successfully source attractive content or to recover our content acquisition and production investments. Any deterioration in our content quality, failure to anticipate user preferences, inability to acquire attractive content, or any negative feedback from users on our existing content offerings may materially and adversely affect our business, financial condition and operating results.

*We depend upon third-party licenses for the content of our content offerings, and any adverse changes to or loss of, our relationships with these content providers may materially and adversely affect our business, operating results, and financial condition.*

Significant portions of our music and long-form audio offerings are licensed from our content partners, including leading publishers and labels in China and internationally with whom we have entered into distribution and licensing agreements. There is no assurance that the licenses currently available to us will continue to be available in the future at royalty rates and on terms that are favorable, commercially reasonable or at all.

The royalty rates and other terms of these licenses may change as a result of various reasons beyond our control, such as changes in our bargaining power, changes in the industry, or changes in the legal or regulatory environment. If our content partners are no longer willing or able to license content to us on terms acceptable to us, the breadth or quality of our content offerings may be adversely affected or our content acquisition costs may increase. Likewise, increases in royalty rates or changes to other terms of our licenses may materially and adversely affect the breadth and quality of our content offerings and may, in turn, materially and adversely affect our business, financial condition and results of operations.

There also is no guarantee that we have all of the licenses for the content available on our platform, as we need to obtain licenses from many copyright owners, some of whom are unknown, and there are complex legal issues such as uncertainties of law as to when and whether particular licenses are needed. Additionally, there is a risk that copyright owners (particularly aspiring artists), their agents, or legislative or regulatory bodies may require or attempt to require us to enter into additional license agreements with, and pay royalties to, newly defined groups of copyright owners, some of which may be difficult or impossible to identify.

Even when we are able to enter into license agreements with content partners, we cannot guarantee that such agreements will continue to be renewed indefinitely. It is also possible that such agreements will never be renewed at all. The non-renewal or termination of one or more of our license agreements, the renewal of license agreements on less favorable terms, any deterioration in our relationships with content providers or the entry of license agreements between our content providers and any of our competitors could have a material adverse effect on our business, financial condition and results of operations.

*We may not have obtained complete licenses for certain copyrights with respect to a small portion of the content offered on our platform.*

Under PRC laws and regulations, to secure the rights to provide music or long-form audio content on the internet or for our users to download or stream music or long-form audio from our platform, or to provide other related online music or long-form audio services, we must obtain licenses from the appropriate copyright owners for one or more of the copyrights, including the content publishing and recording rights, among others. See "Item 4. Information on the Company — 4.B. Business Overview — Regulations — Regulations on Intellectual Property Rights — Copyright."

We may not have complete licenses for the copyrights underlying a small portion of the content offered on our platform, and therefore we may be subject to assertions by third parties of infringement or other violations by us of their copyright in connection with such content. A portion of the content was uploaded voluntarily by users or performers, and our inability to obtain complete copyright licenses for such content was mainly because the relevant copyright owners cannot be accurately identified despite of our proactive efforts to locate such copyright owners. See “— We allow user-generated content to be uploaded on our platform. If users have not obtained all necessary copyright licenses in connection with such uploaded content, we may be subject to potential disputes and liabilities.”

In addition, with respect to the musical compositions and lyrics we license from certain content partners, there is no guarantee that such content partners have the rights to license the copyright underlying all music content covered by our agreements. With respect to any musical compositions and lyrics that the MCSC, a collective copyright organization, was not authorized to sublicense to us, the MCSC undertook to resolve such disputes and compensate the relevant copyright owners from infringement claims made by third-party rights owners against us for using their content on our platform if the infringement happened within the validity period of the contract entered into between the MCSC and us. Despite such undertakings by the MCSC, there is no guarantee that we will not be subject to potential copyright infringement claims by third parties in relation to content licensed from the MCSC.

***We allow user-generated content to be uploaded on our platform. If users have not obtained all necessary copyright licenses in connection with such uploaded content, we may be subject to potential disputes and liabilities.***

We allow users to upload user-generated content on our platform, which exposes us to potential disputes and liabilities in connection with third-party copyright. When users register on our platform, they agree to our standard agreement, under which they agree not to disseminate any content infringing on third-party copyright.

Historically, we have allowed users to upload content anonymously and over the years accumulated a large amount of content, including user-generated content originally uploaded or otherwise provided to our platform by users who may not have obtained proper and complete copyright licenses from the ultimate rights holders. Given the large amount of such content, the way they were uploaded by users and the passage of time since they were initially uploaded, it is generally impracticable for us to accurately identify and verify the individual users or performers that uploaded or provided such content, the copyright status of such content, and the appropriate copyright owners from whom copyright licenses should have been obtained.

Under PRC laws and regulations, online service providers, which provide storage space for users to upload works or links to other services or content, may be held liable for copyright infringement under various circumstances, including situations where the online service provider knows or should reasonably have known that the relevant content uploaded or linked to on its platform infringes upon the copyright of others and the online service provider profits from such infringing activities. For example, online service providers are subject to liability if they fail to take necessary measures, such as deletion, blocking or disconnection, after being duly notified by the legal right holders.

As an online service provider, we have adopted a comprehensive set of measures to reduce the likelihood of using, developing or making available any content without the proper licenses or necessary consents. Such measures include (i) requiring users to acknowledge and agree that they will not upload or perform content which may infringe upon others' copyright; (ii) putting in place procedures to block users on our blacklists from uploading or distributing content; (iii) using best reasonable efforts to seek licenses from the relevant copyright owners once they are identified and verified and adopting contractual protections for works licensed from labels and other copyright owners; and (iv) implementing “notice and take-down” policies to be eligible for the safe harbor exemption for user-generated content. According to our PRC legal counsel, to the extent these measures, especially the “notice and take-down” policies, are properly implemented in compliance with applicable laws and regulations, our failure to obtain complete copyright licenses for user-generated content does not constitute a violation of current PRC copyright law. However, these measures may not be effective in preventing the unauthorized posting and use of third parties' copyrighted content or the infringement of other third-party intellectual property rights. Specifically, it is possible that such acknowledgments and agreements by users may not be enforceable against third parties who file claims against us. Furthermore, a plaintiff may not be able to locate users who generate content that infringes on the plaintiff's copyright and may choose to sue us instead. In addition, individual users who upload infringing content on our platform may not have sufficient resources to fully indemnify us, if at all, for any such claims. Also, such measures may fail or be considered insufficient by courts or other relevant regulatory authorities. If we are not eligible for the safe harbor exemption, we may be subject to joint infringement liability with the users, and we may have to change our policies or adopt new measures to become eligible and retain eligibility for the safe harbor exemption, which could be expensive and reduce the attractiveness of our platform to users.

***Assertions or allegations that we have infringed or violated intellectual property rights, even not true, could harm our business and reputation.***

Third parties, including artists, copyright owners and other online music, long-form audio and other platforms, have asserted, and may in the future assert, that we have infringed, misappropriated or otherwise violated their copyright or other intellectual property rights. As we face increasing competition in China and globally, the possibility of intellectual property rights claims against us grows.

We have adopted robust screening processes to filter out or disable access to potentially infringing content. We have also adopted procedures to enable copyright owners to provide us with notice and evidence of alleged infringement, and are generally willing to enter into license agreements to compensate copyright owners for works distributed on our platform. However, given the volume of content available on our platform, it is not possible to identify and promptly remove all alleged infringing content that may exist. Third parties may take action against us if they believe that certain content available on our platform violates their copyright or other intellectual property rights. Moreover, while we use location-based controls and technology to prevent all or a portion of our services and content from being accessed outside of the PRC as required by certain licensing agreements with our content partners, these controls and technology may be breached and the content available on our platform may be accessed from geographic locations where such access is restricted, in which case we may be subject to potential liabilities, regardless of whether there is any fault and/or negligence involved on our part.

We have been involved in litigation based on allegations of infringement of third-party copyright due to the content available on our platform. We may be involved in similar litigation and disputes or subject to allegations of infringement, misappropriation or other violations of intellectual property rights in China, as well as globally as we may seek to expand our international footprint. If we are forced to defend against any infringement or misappropriation claims, whether they are with or without merit, are settled out of court, or are determined in our favor, we may be required to expend significant time and financial resources to defend such claims. Furthermore, an adverse outcome of a dispute may damage our reputation, force us to adjust our business practices, or require us to pay significant damages, cease providing content that we were previously providing, enter into potentially unfavorable license agreements in order to obtain the right to use necessary content or technologies, and/or take other actions that may have a material adverse effect on our business, operating results and financial condition.

We also distribute some of our licensed content to other platforms. Our agreements with such third-party platforms typically require them to comply with the terms of the license and applicable copyright laws and regulations. However, there is no guarantee that the third-party platforms that we distribute our licensed content to will comply with the terms of our license arrangements or all applicable copyright laws and regulations. In the event of any breach or violation by such platforms, we may be held liable to the copyright owners for damages and be subject to legal proceedings as a result, in which case our business, financial condition and results of operations may be materially and adversely affected.

In addition, music, long-form audio, internet, technology and media companies like us are frequently subject to litigation based on allegations of infringement, misappropriation, or other violations of intellectual property rights. Other companies in these industries may have larger intellectual property portfolios than we do, which could make us a target for litigation as we may not be able to assert counterclaims against parties that sue us for intellectual property infringement. Furthermore, from time to time, we may introduce new products and services, which could increase our exposure to intellectual property claims. It is difficult to predict whether assertions of third-party intellectual property rights or any infringement or misappropriation claims arising from such assertions will substantially harm our business, financial condition and results of operations.

***Our license agreements are complex, impose numerous obligations upon us and may make it difficult to operate our business. Any breach or adverse change to the terms of such agreements could adversely affect our business, operating results and financial condition.***

Many of our license agreements are complex and impose numerous obligations on us, including obligations to:

- calculate and make payments based on complex royalty structures that involve a number of variables, including the revenue generated and size of user base, which requires tracking usage of content on our platform that may have inaccurate or incomplete metadata necessary for such calculation;
- make minimum guaranteed payments;
- adopt and implement effective anti-piracy and geo-blocking measures; and
- comply with certain security and technical specifications.



Many of our license agreements grant the licensors the right to audit our compliance with the terms and conditions of such agreements. If we materially breach such obligation or any other obligations set forth in any of our license agreements, we could be subject to monetary penalties and our rights under such license agreements could be terminated, which could have a material adverse effect on our business, financial condition and results of operations.

***Minimum guarantees required under certain of our license agreements for music and long-form audio content may limit our operating flexibility and may materially and adversely affect our business, financial condition and results of operations.***

Certain of our license agreements for music and long-form audio content require that we make minimum guarantee payments to copyright owners, that may be tied to our number of users or the amount of content used or distributed on our platform. Accordingly, our ability to sustain profitability and operating leverage in part depends on our ability to increase our revenue through increased sales of our music and long-form audio services to our users in order to maintain a healthy gross margin. The duration of our license agreements that contain minimum guarantees is typically between one to three years, but our paying users may cancel their subscriptions at any time. To the extent we continue to make minimum guarantee payments to copyright owners, if our paying user growth does not meet our expectations or our sales or revenue do not grow as fast as expected or even decline during the term of our license agreements, our results of operations and financial conditions may be materially and adversely affected. To the extent our revenues do not meet our expectations, our business, financial condition and results of operations also could be adversely affected as a result of such minimum guarantees. In addition, the fixed cost nature of these minimum guarantees may limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate.

We rely on estimates of the market share of licensable content controlled by each content partner, as well as our own user growth and forecasted revenue, to forecast whether such minimum guarantees could be recouped against our actual content acquisition costs incurred over the duration of the license agreement. To the extent that our actual revenue and/or market share underperform relative to our expectations, leading to content acquisition costs that do not exceed such minimum guarantees, our margins may be materially and adversely affected.

***If we are unable to obtain accurate and comprehensive information necessary to identify the copyright ownership of the content offered on our platform, our ability to obtain necessary or commercially viable licenses from the copyright owners may be adversely affected, which may result in us having to remove content from our platform, and may subject us to potential copyright infringement claims and difficulties in controlling content-related costs.***

Comprehensive and accurate copyright owner information for their publishing rights and recording rights underlying our music and long-form audio content is sometimes unavailable to us or difficult or, in some cases, impossible for us to obtain for various reasons beyond our control. For example, such information may be withheld by the owners or administrators of such rights, especially with regard to user-generated content or content provided by aspiring artists. If we are unable to identify comprehensive and accurate copyright owner information for the music or long-form audio content offered on our platform, such as identifying which composers, publishers or collective copyright organizations own, administer, license or sublicense music or long-form audio works, or if we are unable to determine which music or long-form audio works correspond to specific recordings, it may be difficult for us to (i) identify the appropriate copyright owners to whom to pay royalties or from whom to obtain a license or (ii) ascertain whether the scope of a license we have obtained covers specific music or long-form audio works. This also may make it difficult to comply with the obligations of any agreements with those rights holders.

If we do not obtain necessary and commercially viable licenses from copyright owners, whether due to the inability to identify or verify the appropriate copyright owners or for any other reason, we may be found to have infringed on the copyright of others, potentially resulting in claims for monetary damages, regulatory fines and penalties, or a reduction of content available to users on our platform, which would adversely affect our ability to retain and expand our user base, attract paying users for our paid music and long-form audio services and generate revenue from our content library. Any such inability may also involve us in expensive and protracted copyright disputes.

*If music copyright owners withdraw all or a portion of their music works from the MCSC to the extent the MCSC had not obtained authorization to license from the relevant copyright owners, we may have to enter into direct licensing agreements with these copyright owners, which may be time-consuming and costly, and we may not be able to reach an agreement with some copyright owners, or may have to pay higher rates than we currently pay.*

Based on the framework agreement we previously entered into with the MCSC, we obtained licenses from the MCSC with respect to musical composition and lyrics for a substantial portion of our music content library. We cannot guarantee that composers and lyricists in China will not withdraw all or a portion of their music works from the MCSC. To the extent that the MCSC had not obtained authorization to license from the relevant copyright owners, including circumstances where the copyright owners choose not to be represented by the MCSC, our ability to secure favorable licensing arrangements could be negatively affected, our content licensing cost may increase, and we may be subject to liabilities for copyright infringement. If we are unable to reach an agreement with respect to the content of any music copyright owners who withdraw all or a portion of their music works from the MCSC, or if we have to enter into direct licensing agreements with such music copyright owners at rates higher than those set by the MCSC for the use of music works, our ability to offer music content may be limited or our service costs may significantly increase, which could materially and adversely affect our business, financial condition and results of operations. The framework agreement that we previously entered into with the MCSC has expired and we are negotiating with the MCSC regarding the renewal of the agreement and the related content sourcing arrangement.

*Uncertainties surrounding our monetization efforts may cause us to lose users and materially and adversely affect our business, financial condition and results of operations.*

We have devoted substantial efforts to monetize our content and user base by increasing our number of paying users and cultivating our users' willingness to pay for content. We currently generate our revenues from (i) online music services, and (ii) social entertainment services and others. At the strategic level, we plan to continue to optimize our existing monetization strategies and explore new monetization opportunities. However, if these efforts fail to achieve our anticipated results, we may not be able to increase or even maintain our revenue growth. For example, we generated most of the revenue for our live streaming services from the sale of virtual gifts. Users of our live streaming services get free access to the live music performance or other types of music content with the option to purchase virtual gifts to send to performers and other users. User demand for live streaming services may decrease substantially or we may fail to anticipate and serve user demands effectively. Furthermore, the PRC regulatory authorities' recent heightened scrutiny and regulation of live streaming businesses may also have a negative impact on our monetization opportunities. See "— Our business operations may be adversely affected by the heightened regulatory oversight and scrutiny on live streaming platforms and performers." In addition, we introduced the pay-for-streaming model for our online music services in the first quarter of 2019 and have been increasing the number of songs that fall into the pay-for-streaming model scope. See "Item 4. Information on the Company — 4.B. Business Overview — How We Generate Revenues — Online Music Services — Paid Music and Audio Content" for more information of the pay-for-streaming model. While we believe the adoption of pay-for-streaming has driven the number of paying users, paying ratio and paying user retention of our online music services, we cannot guarantee that its early popularity will continue, or that our attempts to explore new monetization models or enhance our paying user conversion will be successful.

In order to increase the number of our paying users and cultivate our users' willingness to pay for content, we will need to address a number of challenges, including:

- providing consistently high-quality and user-friendly experience, particularly with the development of our pay-for-streaming model for our online music services;
- continuing to curate a catalog of engaging content;
- continuing to introduce new, appealing products, services and content that users are willing to pay for;
- continuing to innovate and stay ahead of our competitors;
- continuing to maintain and enhance the copyright protection environment; and
- maintaining and building our relationships with our content providers and other industry partners.

If we fail to address any of these challenges, especially if we fail to offer high-quality content and superior user experience to meet user preferences and demands, we may not be successful in increasing the number of our paying users and cultivating our users' willingness to pay for content, which could have a material adverse impact on our business, financial condition and results of operations.

***Our business depends on our strong brands, and any failure to maintain, protect and enhance our brands could hurt our ability to retain or expand our user base and advertising customers.***

We rely on our strong brands, principally *QQ Music*, *Kugou*, *Kuwo*, *WeSing* and *Lazy Audio*, to maintain our market leadership. Maintaining and enhancing our brands depends largely on our ability to continue to deliver comprehensive, high-quality content and service offerings to our users, which may not always be successful. Maintaining and enhancing our brands also depends largely on our ability to remain a leader in China's online music and audio entertainment market, which could be difficult and expensive. If we do not successfully maintain our strong brands, our reputation and business prospect could be harmed.

Our brands may be impaired by a number of factors, including any failure to keep pace with technological advances, slower load times for our services, a decline in the quality or breadth of our content offerings, any failure to protect our intellectual property rights, or alleged violations of law and regulations or public policy. Additionally, if our content partners fail to maintain high standards, our brands could be adversely affected.

***If we fail to keep up with industry trends or technological developments, our business, results of operations and financial condition may be materially and adversely affected.***

The online music and audio entertainment market is rapidly evolving and subject to continuous technological changes. Our success will depend on our ability to keep up with the changes in technology and user behavior resulting from new developments and innovations. For example, as we provide our product and service offerings across a variety of mobile systems and devices, we are dependent on the interoperability of our services with popular mobile devices and mobile operating systems that we do not control, such as Android and iOS. If any changes in such mobile operating systems or devices degrade the functionality of our services or give preferential treatment to competitive services, the usage of our services could be adversely affected.

Technological innovations may also require substantial capital expenditures in product development as well as in modification of products, services or infrastructure. We cannot assure you that we can obtain financing to cover such expenditure. See “— We require a significant amount of capital to fund our content acquisitions, user acquisitions and technology investments. If we cannot obtain sufficient capital, our business, financial condition and prospects may be materially and adversely affected.” If we fail to adapt our products and services to such changes in an effective and timely manner, we may suffer from decreased user traffic and user base, which, in turn, could materially and adversely affect our business, financial condition and results of operations.

***China's internet, music entertainment and long-form audio industries are extensively regulated. Our failure to obtain and maintain requisite licenses or permits or to respond to any changes in policies, laws or regulations may materially and adversely impact our business, financial condition and results of operation.***

The PRC regulators regulate the internet industry extensively, including foreign ownership of companies in the internet industry and the licensing requirements pertaining to them. A number of regulatory authorities, such as the MOFCOM, the Ministry of Culture and Tourism, the National Copyright Administration, the MIIT, the NRTA and the CAC regulate different aspects of the internet industry. In addition to complying with the laws and regulations promulgated and enforced by Chinese regulatory authorities, operators in the internet industry also need to follow Chinese regulatory authorities' policies and guidelines. Such laws, regulations, policies and guidelines cover many aspects of the telecommunications, internet information services, copyright, internet culture, online publishing industries and online audio-video products services, including entry into such industries, scope of permitted business activities, licenses and permits for various business activities and foreign investments into such industries. Operators are required to obtain various regulatory approvals, licenses and permits in connection with their provision of internet information services, internet cultural services, online publishing services, online audio-video products and other related value-added telecommunications services. If we fail to obtain and maintain approvals, licenses or permits required for our and the VIEs' business, we could be subject to liabilities, penalties and operational disruption and our business could be materially and adversely affected. In addition, if we fail to follow applicable laws, regulations, policies and guidelines, or applicable laws, regulations, policies and guidelines are tightened by any regulatory authorities, or if there are new laws, regulations, policies or guidelines introduced to impose additional regulatory approvals, licenses, permits and requirements, our business may be disrupted and our results of operations may suffer.

Tencent Music Entertainment (Shenzhen) Co., Ltd., or Tencent Music Shenzhen, a wholly owned subsidiary of Guangzhou Kugou Computer Technology Co., Ltd., or Guangzhou Kugou, operates our online music services, *QQ Music*, and online karaoke business, *WeSing*, using sub-domains of *www.qq.com* owned by an entity controlled by our parent, Tencent, who holds a valid Internet Content Provider License, or the ICP License. Tencent Music Shenzhen does not hold a valid ICP License. Tencent Music Shenzhen also intends to apply for the ICP License. As of the date of this annual report, Tencent Music Shenzhen has not been subject to any legal or regulatory penalties in the past for the lack of such license. However, we cannot assure you that it can successfully obtain these licenses in a timely manner, or at all. In addition, as Tencent Music Shenzhen operates *QQ Music* and *WeSing*, an Audio and Video Service Permission, or AVSP, may be required. Tencent Music Shenzhen currently operates these two platforms as sub-domains of *www.qq.com* of Shenzhen Tencent Computer System Co., Ltd., which holds a valid AVSP for the *www.qq.com* domain and is controlled by our parent, Tencent. As of the date of this annual report, Tencent Music Shenzhen has not been subject to any

legal or regulatory penalties for failure to obtain such license. In the event Tencent Music Shenzhen is required to obtain an AVSP under its own name for operating our *QQ Music* and *WeSing* platforms, Tencent Music Shenzhen may not be eligible for an AVSP, because the current PRC laws and regulations require an applicant for the AVSP to be a wholly state-owned or state-controlled entity. Tencent Music Shenzhen currently holds an Internet Cultural Operation License, or the ICO License, for conducting commercial internet cultural activities. However, the domain names registered on such ICO License are not the domain names used by *QQ Music* and *WeSing*, which are operated by Tencent Music Shenzhen as sub-domains of *www.qq.com*, a domain name owned by an entity controlled by our parent, Tencent, who maintains a valid ICO License under its own name. As of the date of this annual report, Tencent Music Shenzhen has not been subject to any legal or regulatory penalties for failure to obtain such licenses under its own name.

Shenzhen Lanren, the entity operating *Lazy Audio* has been listed as the pilot institution of online audio and video industry in Guangdong by Radio and Television Administration of Guangdong Province in September 2020 and has obtained the consent letter from the NRTA. Shenzhen Lanren has historically completed its record-filing in the Information Management System for National Online Audio-Video Platform, or the Online Audio-Video System, for the provision of audio-video program services. Subsequently, the name of the platform has been changed and Shenzhen Lanren re-submitted the record-filing application on July 13, 2022 which has been approved on January 19, 2023, along with another application for a platform providing certain simplified content in the Online Audio-Video System which was being processed by the relevant authorities. As of the date of this annual report, Shenzhen Lanren has not been subject to any legal or regulatory penalties for the lack of the AVSP.

Beijing Kuwo's and Guangzhou Kugou's application for the change of shareholders information of AVSP was approved by NRTA on March 9, 2022 and March 17, 2022, respectively. Beijing Kuwo's and Guangzhou Kugou's application for the renewal of their AVSP have been approved by NRTA as of the date of this annual report. Guangzhou Kugou had expanded the permitted scope of business under its AVSP to cover its provision of certain types of audio and video programs through mobile network to users' mobile devices.

In addition, Tencent Music Shenzhen, Guangzhou Kugou, Beijing Kuwo and Shenzhen Lanren may be required to obtain an Online Publishing Service Permit for their release of music or audio works via the internet. These entities intend to apply for an Online Publishing Service Permit when they become eligible to do so under applicable PRC laws and regulations. As of the date of this annual report, none of Tencent Music Shenzhen, Guangzhou Kugou, Beijing Kuwo and Shenzhen Lanren had been subject to any legal or regulatory penalties for their failure to obtain an Online Publishing Service Permit. There is, however, no assurance that such applications will eventually be approved in a timely manner, or at all.

If any of Tencent Music Shenzhen, Guangzhou Kugou, Beijing Kuwo, Shenzhen Lanren or any of our other subsidiaries or the VIEs or the VIE's subsidiaries is found to be in violation of PRC laws and regulations regarding licenses and permits, we could be subject to legal and regulatory penalties and our business operations may not be able to continue operating in the same manner or at all, and our business, financial condition and results of operations could be materially and adversely affected.

PRC laws and regulations are evolving, and there are uncertainties relating to the regulation of different aspects of the internet, music entertainment and long-form audio industries, including but not limited to exclusive licensing and sublicensing arrangements. Pursuant to an article posted on National Copyright Administration's official website, in September 2017, the National Copyright Administration held meetings with a number of music industry players, including us, where it encouraged the relevant industry players to "avoid acquiring exclusive music copyright" and indicated that they should also not engage in activities involving "collective management of music copyright." Furthermore, the National Copyright Administration held meetings with a number of music industry players on January 6, 2022 to emphasize that relevant industry players shall not execute exclusive music copyright agreement except under certain circumstances and shall develop internal copyright management system. On July 24, 2021, the SAMR issued an Administrative Penalty Decision to Tencent regarding its acquisition of CMC in 2016. Pursuant to the decision, we shall implement a rectification plan to, among other things, terminate exclusive music copyright licensing arrangements within 30 days from the date of the decision. To comply with such decision, Tencent and we have terminated the exclusivity with upstream copyright holders subject to certain limited exceptions specified in the decision. While we are pursuing non-exclusive collaborations with upstream copyright holders, there can be no assurance that all the licenses once exclusively available to us will remain available at royalty rates and on terms that are commercially reasonable or at all. In addition, the termination of exclusive copyright licensing arrangements may potentially lower the competition barriers in a way that benefits some of our competitors. Any such adverse regulatory development or enforcement in China may have a material and adverse impact on our business, financial condition and results of operations. To the extent our historical or current licensing arrangements are found objectionable by the regulatory authorities, we may be subject to legal and regulatory penalties and/or have to revisit and modify such arrangements in a way that may cause substantial costs, and our ability to offer content and our competitive advantages may be harmed. Such events may have a material and adverse impact on business, financial condition and results of operations.

***We operate in a relatively new and evolving market.***

Many elements of our business are unique, evolving and relatively unproven. Our business and prospects primarily depend on the continuing development and growth of the online music and audio entertainment industry, the live streaming industry as well as the long-form audio industry in China, which are affected by numerous factors. For example, content quality, user experience, technological innovations, development of internet and internet-based services, regulatory environment and macroeconomic environment are important factors that affect our business and prospects. The markets for our products and services are relatively new and rapidly developing and are subject to significant challenges. In addition, our continued growth depends, in part, on our ability to respond to constant changes in the internet industry, including rapid technological evolution, continued shifts in customer demands, frequent introductions of new products and services and constant emergence of new industry standards and practices. Developing and integrating new content, products, services or infrastructure could be expensive and time-consuming, and these efforts may not yield the benefits we expect to achieve. We cannot assure you that we will succeed in any of these aspects or that the industries in which we operate will continue to grow as rapidly as in the past. If online music, live streaming or long-form audio as forms of entertainment lose their popularity due to changing social trends and user preferences, or if such industries in China fail to grow as quickly as expected, our business, financial condition and results of operations may be materially and adversely affected.

***We operate in a competitive industry. If we are unable to compete successfully, we may lose market share to our competitors.***

We operate in a competitive industry. We compete for users and their time and spending primarily with the online music services provided by other online music services providers in China. We also face general competition from online offerings of other forms of content, including long-form audio, karaoke services, live streaming, radio services, literature, games and video provided by other social entertainment services providers. In particular, we are increasingly facing noticeable competition from offerings of other emerging forms of content which have been growing in popularity rapidly in recent years, such as live streaming and user-generated short videos.

We compete with our competitors based on a number of factors, such as the diversity and quality of content, product features, social interaction features, quality of user experience, brand awareness and reputation, and our ability to continuously attract, incentivize and retain live streaming performers and their agencies. Some of our competitors may be able to respond more quickly to technological innovations or changes in user demands and preferences, acquire more attractive and diverse content, and act more effectively in the development, promotion and sale of products than we can. Also, they may enter into more favorable relationships with content providers and provide their users with content that competes with our offerings. If any of our competitors achieves greater market acceptance or is able to provide more attractive content offerings than we do, our user traffic and market share may decrease, which may result in a loss of users and a material and adverse effect on our business, financial condition and results of operations.

***We may fail to attract and retain talented and popular live streaming performers, karaoke singers and other key opinion leaders to maintain the attractiveness and level of engagement of our social entertainment services.***

The engagement levels of our user base as well as the quality of our social entertainment content offered on our platform are closely linked to the popularity and performance of our live streaming performers, karaoke singers and other key opinion leaders.

With respect to our live streaming services, we rely on live streaming performers to attract user traffic and drive user engagement and enter into cooperation agreements with them and/or their agencies. There can be no assurance that these live streaming performers will not breach these cooperation agreements by, for example, performing on online platforms competing with us, or that we will be able to renew such agreements upon expiration on terms acceptable to us, or at all. If any of these circumstances were to occur, our live streaming services may be negatively affected.

In addition to our most popular live streaming performers, we must continue to attract and retain talented and popular karaoke singers and other key opinion leaders in order to maintain and increase our social entertainment content offerings and ensure the sustainable growth of our user community. We must identify and acquire potential popular karaoke singers and other key opinion leaders and provide them with sufficient resources. However, we cannot assure you that we can continue to maintain the same level of attractiveness to such popular karaoke singers and other key opinion leaders.

If we can no longer maintain our relationships with our live streaming performers, karaoke singers and other key opinion leaders or their appeal decreases, the popularity of our platform may decline and the number of our users may decrease, which could materially and adversely affect our business, financial condition and results of operations.

***We cooperate with various talent agencies to manage and recruit our live streaming performers and any adverse change in our relationships could materially and adversely impact our business.***

We cooperate with talent agencies to manage, organize and recruit live streaming performers on our platform. As we are an open platform that welcomes all live streaming performers to register on our platform, cooperation with talent agencies substantially increases our operational efficiency in terms of discovering, supporting and managing live streaming performers in a more organized and structured manner, and turning amateur live streaming performers to full-time ones.

We share a portion of the revenues generated from the sales of virtual gifts attributed to the performers' live streams with live streaming performers and the talent agencies who manage these performers. If we cannot balance the interests between us, live streaming performers and the talent agencies and offer a revenue-sharing mechanism that is attractive to live streaming performers and talent agencies, we may not be able to retain their services. If other platforms offer better revenue sharing incentives to talent agencies, such talent agencies may choose to devote more of their resources to live streaming performers who stream on such other platforms, or encourage their live streaming performers to spend more time performing on such other platforms, all of which could materially and adversely affect our business, financial condition and results of operations.

***Our brand image and business may be adversely impacted by misconduct by our live streaming performers and users and their misuse of our platform.***

We do not have full control over how users use or behave on our platform, whether through live streaming, commenting or other forms of sharing or communication. We face the risk that our platform may be misused or abused by live streaming performers or users. We have a robust internal control system in place to review and monitor live streams and other forms of social interactions among our users and will shut down streams that are illegal or inappropriate. However, we may not be able to identify all such streams and content, or prevent all such content from being posted.

Moreover, we have limited control over the real-time behavior of our live streaming performers and users. To the extent such behavior is associated with our platform, our ability to protect our brand image and reputation may be limited. Our business and public perception of our brand may be materially and adversely affected by the misuse of our platform. In addition, in response to allegations of illegal or inappropriate activities conducted through our platform or any negative media coverage about us, PRC regulatory authorities may intervene and hold us liable for non-compliance with PRC laws and regulations concerning the dissemination of information on the internet and subject us to administrative penalties, including confiscation of income and fines or other sanctions, such as requiring us to restrict or discontinue certain features and services. As a result, our business, financial condition and results of operations may be materially and adversely affected.

***We face the risk that live streaming performers that perform on our platform may infringe upon third parties' intellectual property rights.***

Live streaming performers across our platforms are prohibited from disseminating content infringing on others' intellectual property rights. However, we cannot guarantee that all content generated by our live streaming performers or users is legal and non-infringing, and we cannot guarantee that the online performance and/or other use of music works by the live streaming performers are authorized by the corresponding intellectual property rights owners.

As the application of existing laws and regulations to specific aspects of online music business remains relatively unclear and is still evolving, it is difficult to predict whether we will be subject to joint infringement liability if our live streaming performers or users infringe on third parties' intellectual property rights. Furthermore, if we are found to be jointly liable either by new regulations or court judgments, we may have to change our policies and it may materially and adversely impact on our business, financial condition and results of operations.

***Our business operations may be adversely affected by the heightened regulatory oversight and scrutiny on live streaming platforms and performers.***

Regulatory authorities in China have been heightening its oversight on live streaming businesses. In November 2020, the NRTA promulgated the Circular on Strengthening the Administration of Live Streaming Web Shows and Live Streaming E-commerce, or the Circular 78, which sets forth requirements for certain live streaming businesses with respect to real-name registration, limits on users' spending on virtual gifting, restrictions on minors from virtual gifting, live streaming review personnel requirements and content tagging requirements, among other things. In February 2021, the CAC, together with six other authorities, jointly issued the Guidance Opinions on the Strengthening the Regulation and Management Work of Internet Live Streaming, or the Circular 3, which requires internet streaming platforms to set up appropriate caps on the maximum purchase price for each piece of virtual gifts and maximum value of virtual gifts that the users give to the performers each time. A portion of our revenue is from virtual gift payments from our users to performers, so any limitation imposed by PRC authorities on the sale, exchange or circulation of virtual gifts in the future may reduce the virtual gift payments and therefore may adversely affect the engagement of our live streaming performers, which may result in a loss of users and a material and adverse effect on our business, financial condition and results of operations.

In addition, the Law of the PRC on the Protection of Minors (2020 Revision) took effect on June 1, 2021, which provides that, among others, live streaming service providers are prohibited from providing minors under age 16 with online live streaming publisher account registration services, and that they must obtain the consent from the minors' parents or guardians and verify the identity of the minors before allowing minors aged between 16 and 18 to register a live streaming publisher account. Furthermore, in December 2021, certain live streaming e-commerce influencers in China on other platforms were fined by the State Taxation Administration for tax evasion, which demonstrated the PRC tax authorities' enhanced efforts to strengthen tax administration in live streaming businesses. On March 25, 2022, CAC, the State Taxation Administration and SAMR issued Opinions on Further Regulating the For-Profit Activities in Online Live Streaming to Promote a Healthy Development of the Industry, which provides that, among others, live streaming platforms shall report to tax authorities information including but not limited to live streaming publishers' identity, information of the live streaming account and bank account which receives profits, types of revenue and profits earning information. On May 7, 2022, the CAC, together with three other authorities, jointly issued the Opinions on Regulating Live Streaming Rewards and Strengthening Minor Protections, or the Live Streaming Opinions, which reiterates the requirements for live streaming platforms in respect of strengthening real-name registration, restrictions on minors from virtual gifting and prohibition on providing live streaming services to minors. Although we believe we have adjusted the relevant aspects of our live streaming services in material compliance with these new requirements, there is no guarantee that the relevant PRC regulators will not impose additional requirements on our operations or otherwise find any aspect of our operations not to be in full compliance with these regulatory requirements. Although we are currently not able to accurately quantify the financial impacts of the Live Streaming Opinions due to its lack of implementation track record and our ability to rapidly adapt our operations, enhanced regulation with respect to live streaming businesses in China may constrain our business operations and profitability, which in turn may adversely affect our results of operations and financial condition.

***Failure to protect our intellectual property could substantially harm our business, operating results and financial condition.***

We rely upon a combination of trade secrets, confidentiality policies, nondisclosure and other contractual arrangements and patent, copyright, software copyright, trademark, and other intellectual property laws to protect our intellectual property rights. Despite our efforts to protect our intellectual property rights, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors, former employees or other third parties.

We have filed, and may in the future file, patent applications on certain of our innovations. It is possible, however, that these innovations may not be patentable. In addition, given the cost, efforts and risks associated with patent application, we may choose not to seek patent protection for some innovations. Furthermore, our patent applications may not lead to granted patents, the scope of the protection gained may be insufficient or an issued patent may be deemed invalid or unenforceable. We also cannot guarantee that any of our present or future patents or other intellectual property rights will not lapse or be invalidated, circumvented, challenged, or abandoned.

Litigation or proceedings before regulatory authorities, administrative and judicial bodies may be necessary in the future to enforce our intellectual property rights and to determine the validity and scope of our rights. Our efforts to protect our intellectual property in such litigation and proceedings may be ineffective and could result in substantial costs and diversion of resources and management time, each of which could substantially harm our operating results.

While we typically require our employees and contractors who may be involved in the development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing or enforcing such agreements with each party that develops intellectual property that we regard as our own. In addition, such agreements may be breached. We may be forced to bring claims against the breaching third parties, or defend claims that they may bring against us related to the ownership of such intellectual property.

*The content available on our platform may be found objectionable by the regulatory authorities, which may subject us to penalties and other regulatory or administrative actions.*

As an internet content provider, we are subject to PRC regulations governing the distribution of music, music videos, long-form audio and other forms of content over the internet. See “Item 4. Information on the Company — 4.B. Business Overview — Regulations.” These regulations prohibit internet content providers and internet publishers from posting on the internet any content that, among other things, violates PRC laws and regulations, impairs the national dignity of China or the public interest, or is obscene, superstitious, frightening, gruesome, offensive, fraudulent or defamatory. In particular, the Chinese regulators have been tightening regulatory oversight over content offered by online and mobile live streaming and video services that are deemed to be “vulgar.” Failure to comply with these requirements may result in monetary penalties, revocation of licenses to provide internet content or other licenses, suspension of the concerned platforms and reputational harm. In addition, these laws and regulations are subject to interpretation by the PRC regulators, and it may not be possible to determine in all cases the types of content that could cause us to be held liable for offering content that is found objectionable by the PRC regulators.

Internet content providers may be held liable for content displayed on or linked to their online platforms that is subject to certain restrictions. We allow our users to upload user-generated content, such as music, videos, audio, comments, reviews and other forms of content. We also make it possible for selected professional producers to make their content available to users through our official music accounts and allow them a high level of control of the content offered through our music accounts. While we have in place internal rules and procedures to monitor user-generated content on our platform, due to the massive amount of such content, we may not be able to identify, in a timely manner or at all, the content that is illegal or inappropriate or that may otherwise be found objectionable by the PRC regulators. Additionally, we may not be able to keep our rules and procedures abreast of changes in the PRC regulators’ requirements for content display. Failure to identify and prevent illegal or inappropriate content from being displayed on our platform may result in legal and administrative liability, government sanctions, fines, loss of licenses and/or permits, or reputational harm. If the PRC regulators find any content displayed on our platform objectionable, they may require us to limit or eliminate the dissemination of such content on our platform. In the past, we have from time to time been requested by relevant regulatory authorities to remove or restrict certain content that is deemed inappropriate or sensitive. Although we have not been materially penalized for our content so far, in the event that the PRC regulatory authorities find any content on our platform objectionable and impose penalties on us or take other actions against us in the future, our business, financial condition and results of operations may be materially and adversely affected.

*Pending or future litigation or regulatory proceedings could have a material and adverse impact on our reputation, business, financial condition and results of operations.*

From time to time, we have been, and may in the future be, subject to lawsuits brought by our competitors, individuals, or other entities against us, as well as regulatory investigations or proceedings, in matters primarily relating to intellectual property rights, antitrust, and competition claims concerning our content acquisition and distribution. We cannot predict the outcomes of such lawsuits or regulatory actions, which may not be successful or favorable to us. Lawsuits or regulatory investigations or actions against us, our shareholders, directors, officers or employees may also generate negative publicity that significantly harms our reputation, which may adversely affect our user base and relationships with our content partners. In addition to the related cost, managing and defending litigation and regulatory proceedings can significantly divert our management’s attention from operating our business. We may also need to pay damages or settle lawsuits or regulatory proceedings with a substantial amount of cash, or be required by the relevant regulatory authorities to make substantive changes to our existing business model. As of December 31, 2022, there were 923 lawsuits pending in connection with alleged copyright infringement on our platform against us or our affiliates with an aggregate amount of damages sought of approximately RMB257.7 million (US\$37.4 million). While we do not believe that any such proceedings are likely to have a material adverse effect on us, if there were adverse determinations in legal proceedings against us, we could be required to pay substantial monetary damages or adjust our business practices, which could have an adverse effect on our reputation, business, financial condition and results of operations.



***We and certain of our directors and officers may be named as defendants in shareholder class action lawsuits, which could have a material adverse impact on our business, financial condition, results of operation, cash flows and reputation.***

We and certain of our directors and officers were named as defendants in the putative class actions described in “Item 8. Financial Information — 8.A. Consolidated Statements and Other Financial Information — Litigation.” We anticipate that we will continue to be a target for lawsuits in the future, including putative class action lawsuits brought by shareholders. There can be no assurance that we will be able to prevail in our defense or reverse any unfavorable judgment on appeal, and we may decide to settle lawsuits on unfavorable terms. We may not be able to estimate the potential loss, if any, associated with the resolution of such lawsuits. Any adverse outcome of these cases, including any plaintiffs’ appeal of the judgment in these cases, could result in payments of substantial monetary damages or fines, or changes to our business practices, and thus have a material adverse effect on our business, financial condition, results of operation, cash flows and reputation. In addition, there can be no assurance that our insurance carriers will cover all or part of the defense costs, or any liabilities that may arise from these matters. The litigation process may utilize a significant portion of our cash resources and divert management’s attention from the day-to-day operations of our company, all of which could harm our business. We also may be subject to claims for indemnification related to these matters, and we cannot predict the impact that indemnification claims may have on our business or financial results.

***We, certain of our consolidated entities in the PRC and Mr. Guomin Xie, our former co-president and director, were named as respondents in an arbitration proceeding in the PRC.***

On December 6, 2018, we became aware of an arbitration (the “Arbitration”) filed by an individual named Mr. Hanwei Guo (the “Claimant”) before the China International Economic and Trade Arbitration Commission, or CIETAC. The Arbitration named Mr. Guomin Xie, who previously served as our Co-President and a director, CMC, and certain affiliates of CMC as respondents (collectively, the “Respondents”). In 2012, Mr. Xie co-founded CMC and the Claimant became an investor in CMC’s business by acquiring substantial stakes in entities including CMC, Ocean Interactive (Beijing) Technology Co., Ltd. (“Ocean Technology”) and Ocean Interactive (Beijing) Culture Co., Ltd. (“Ocean Culture”). CMC was acquired by Tencent in 2016 and subsequently was renamed Tencent Music Entertainment Group. As a result of the merger of CMC’s operations and Tencent’s former music businesses in 2016, Ocean Culture and Ocean Technology also became our PRC consolidated entities.

The Claimant alleged that Mr. Xie defrauded and threatened him into signing a series of agreements in late 2013 to relinquish his substantial investment interests in multiple entities, including CMC, Ocean Culture and Ocean Technology (together, the “Ocean Music Entities”), and transferring his equity interests in the Ocean Music Entities to Mr. Xie, CMC and certain other Respondents at below-market value. The Claimant seeks an award from CIETAC ruling, among other things, that (i) such agreements, pursuant to which the Claimant allegedly transferred his interests in the Ocean Music Entities to Mr. Xie, CMC and other Respondents, be declared invalid; (ii) Mr. Xie, CMC and other applicable Respondents return to the Claimant all of his initial equity interests in the Ocean Music Entities; and (iii) Mr. Xie pays damages in the amount of RMB100 million. In March 2021, the Claimant amended his claims so that, among other things, to the extent that the Claimant’s equity interests in the Ocean Music Entities cannot be returned to the Claimant as a result of the merger of CMC’s operations and Tencent’s former music businesses, each of Mr. Xie and we shall pay the Claimant damages in an amount equal to the fair market value of 4% of our share capital as of the date of enforcement of the final arbitration decision, minus the amount the Claimant has already received, plus accrued interests. In April 2021, CIETAC entered an award for the Arbitration. The award dismissed substantially all of the Claimant’s claims, including those against CMC, except that Mr. Xie shall pay damages in an amount of RMB661 million (US\$95.8 million) to the Claimant. Mr. Xie subsequently applied in court to set aside the CIETAC’s award. On September 30, 2022, CIETAC decided to re-arbitrate upon the notification of the court. As of the date of this annual report, no award had been made by CIETAC for the re-arbitration. If CIETAC made an award that orders us to pay damages or is otherwise not favorable to us, our business, reputation and results of operations may be negatively impacted.

***Our strategic focus on rapid innovation and long-term user engagement over short-term financial results may generate results of operations that do not align with investors’ expectations. If that happens, our stock price may be negatively affected.***

Our business is growing and becoming more complex, and our success depends on our ability to quickly develop and launch new and innovative products and services. This business strategy could result in unintended outcomes or decisions that are poorly received by our users or partners. Our culture also prioritizes our long-term user engagement over short-term financial condition or results of operations. We frequently make decisions that may reduce our short-term revenue or profitability if we believe that the decisions will improve user experience and long-term financial performance, as well as our continuous investment in content production and innovation. For example, we are seeking to build long-term partnerships with our content partners, including partnerships in the pan-entertainment sector with other companies within the Tencent ecosystem, and will continue to invest substantially in producing in-house or in collaboration with content partners popular, trend-setting content catering to evolving user demands. Furthermore, as our brand awareness increases, we may continue to expand into new markets and geographic locations. These decisions may not produce the long-term benefits that we expect, in which case our user growth and engagement, our relationships with our partners, and our business, financial condition and results of operations could be materially and adversely affected.

*Privacy concerns or security breaches relating to our platform could result in economic loss, damage our reputation, deter users from using our products, and expose us to legal penalties and liability.*

We collect, process, and store significant amounts of data concerning our users, business partners and employees, including personal and transaction data involving our users, only to a minimum extent necessary to enable our business operations and services, and as permitted by applicable laws and regulations. While we have taken reasonable steps to protect such data, there is no guarantee that such steps will be successful. Techniques used to gain unauthorized access to data and systems, disable or degrade service, or sabotage systems, are constantly evolving, and we may be unable to anticipate, deter, or prevent such techniques or otherwise implement adequate preventative measures to avoid unauthorized access to such data or our systems.

Like all internet services, our service may be vulnerable to software bugs, computer viruses, internet worms, break-ins, phishing attacks, attempts to overload servers with denial-of-service, and similar attacks and disruptions from the unauthorized use of our and third-party computer systems, any of which could lead to system interruptions, delays, or shutdowns and cause the loss of critical data or the unauthorized access to our data or our users' data. Computer malware, viruses, and computer hacking and phishing attacks have become more prevalent in our industry, have occurred on our systems in the past, and we may experience cyber-attacks of varying degrees in the future, including hacking or attempted hacking into our user accounts and redirecting our user traffic to other internet platforms. Any functions that we use to facilitate interactivity with other internet platforms have the potential to increase the scope of access that hackers may have to our user accounts. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, our failure to maintain performance, reliability, security and availability of our products and technical infrastructure to the satisfaction of our users may harm our reputation and ability to retain existing users and attract new users. Although we have in place systems and processes that are designed to protect our data and our users' data, prevent data loss, disable undesirable accounts and activities on our platform, and prevent or detect security breaches, we cannot assure you that such measures will provide absolute security. We may incur significant costs in protecting against cyber-attacks, and if an actual or perceived breach of security occurs to our systems or a third party's systems, we could be required to expend significant resources to mitigate the breach of security and to address matters related to any such breach, including notifying users or regulators.

*Complying with evolving laws, regulations and other obligations regarding cybersecurity, information security, privacy and data protection and other related laws, regulations and obligations may be expensive and may force us to make adverse changes to our business. Many of these laws, regulations and other obligations are subject to changes and uncertain interpretations, and any failure or perceived failure to comply with these laws, regulations and other obligations could result in negative publicity, legal proceedings, suspension or disruption of operations, increased cost of operations, or otherwise harm our business.*

We are subject to a variety of laws, regulations and other obligations relating to the security and privacy of data, including restrictions on the collection, use, storage, transfer and other processing of personal information and requirements to take steps to prevent unauthorized access to, or the unauthorized destruction, use, modification, acquisition, disclosure, release or transfer of, personal data.

The PRC regulatory authorities have in recent years strengthened the oversight on cybersecurity and data privacy. According to the institutional reform plan of the State Council approved by the National People's Congress on March 10, 2023, the National Data Bureau will be established under the administration of the NDRC. The National Data Bureau will be responsible for, among other things, advancing the development of data-related fundamental institutions, coordinating the integration, sharing, development and application of data resources, and promoting the digitalization of the Chinese economy and society.

The PRC Cyber Security Law, which became effective in June 2017, created China's first national-level data protection regime for "network operators," which may include all organizations in China that provide services over the Internet or other information network. Specifically, the PRC Cyber Security Law provides that China adopts a multi-level protection scheme, under which network operators are required to perform obligations of security protection to ensure that the network is free from interference, disruption or unauthorized access, and prevent network data from being disclosed, stolen or tampered.

In addition, the PRC Data Security Law was promulgated by the Standing Committee of the National People's Congress on June 10, 2021 and took effect on September 1, 2021. The PRC Data Security Law establishes a tiered system for data protection in terms of their importance. Data categorized as "important data," which will be determined by regulatory authorities in the form of catalogs, are required to be treated with higher level of protection. Specifically, the PRC Data Security Law provides that operators processing "important data" are required to appoint a "data security officer" and a "management department" to take charge of data security. In addition, such operator is required to evaluate the risk of its data activities periodically and file assessment reports with relevant regulatory authorities.

Numerous regulations, guidelines and other measures have been or are expected to be adopted under the umbrella of, or in addition to, the PRC Cyber Security Law and PRC Data Security Law. For example, Regulations on the Security Protection of Critical Information Infrastructure, or the CII Protection Regulations, was promulgated by the State Council of the PRC on July 30, 2021 and became effective on September 1, 2021. According to the CII Protection Regulations, critical information infrastructure, or the CII, refers to any important network facilities or information systems of the important industry or field such as public communication and information service, energy, transportation, water conservancy, finance, public services, e-government affairs and national defense science, which may endanger national security, people's livelihood and public interest in the case of damage, function loss or data leakage. Regulators supervising specific industries are required to formulate detailed guidance to recognize the CII in the respective sectors, and a critical information infrastructure operator, or a CIIO, must take the responsibility to protect the CII's security by performing certain prescribed obligations. For example, CIIOs are required to conduct network security test and risk assessment, report the assessment results to relevant regulatory authorities, and timely rectify the issues identified at least once a year. In addition, relevant administration departments of each critical industry and sector shall be responsible for formulating eligibility criteria and identifying CIIOs in the respective industry or sector. The operators shall be informed about the final determination as to whether they are categorized as CIIOs. As of the date of this annual report, no detailed rules or guidance with respect to the implementation of such regulations had been issued by any regulatory authorities and we had not been identified as a CIIO by any regulatory authorities. Furthermore, the exact scope of CIIOs under the current regulatory regime remains unclear. Therefore, it is uncertain whether we would be deemed as a CIIO under PRC law.

The Personal Information Protection Law of the PRC, which was promulgated by the Standing Committee of the National People's Congress on August 20, 2021 and took effect on November 1, 2021, integrates the various rules with respect to personal information rights and privacy protection and applies to the processing of personal information within mainland China as well as certain personal information processing activities outside mainland China, including those for the provision of products and services to natural persons within China or for the analysis and assessment of acts of natural persons within China.

Additionally, in December 2021, the CAC and several other administrations jointly promulgated the amended Cybersecurity Review Measures, or the Cybersecurity Review Measures, which took effect on February 15, 2022, and superseded and replaced the cybersecurity review measures that became effective since June 2020. Pursuant to the Cybersecurity Review Measures, where the relevant activity affects or may affect national security, a CIIO that purchases network products and services, or an internet platform operator that conducts data processing activities, shall be subject to the cybersecurity review. The Cybersecurity Review Measures also expands the cybersecurity review to internet platform operators in possession of personal information of over one million users if such operators intend to list their securities in a foreign country. The Cybersecurity Review Measures elaborate the factors to be considered when assessing the national security, including but not limited to the risks of core data, important data or a large amount of personal information being stolen, leaked, destroyed, and illegally used or illegally exited the country, risks of critical information infrastructure, core data, important data or a large amount of personal information data being affected, controlled and maliciously used by foreign governments after a listing, and risks associated with Internet information security. See "—Risks Related to the Group's Corporate Structure—The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC regulatory authorities may be required under PRC law in connection with any future issuance of securities overseas, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing." Additionally, relevant regulatory authorities in the PRC may initiate cybersecurity review if they determine an operator's network products or services or data processing activities affect or may affect national security.

Furthermore, on November 14, 2021, Regulations on Network Data Security Management (Draft for Comment), or the Draft Regulations on Network Data, was proposed by the CAC for public comments until December 13, 2021. The Draft Regulations on Network Data requires data processors to apply for cybersecurity review in accordance with the relevant laws and regulations for carrying out activities including but not limited to: (i) a merger, reorganization, or division to be conducted by an internet platform operator who has amassed a substantial amount of data resources that concern national security, economic development or the public interest, which will or may impact national security; (ii) an overseas initial public offering to be conducted by a data processor processing the personal information of more than one million individuals; (iii) an initial public offering in Hong Kong to be conducted by a data processor, which will or may impact national security; and (iv) other data processing activities that will or may have an impact on national security. Any failure to comply with such requirements may subject us to, among others, suspension of services, fines, revoking relevant business permits or business licenses and penalties. However, the Draft Regulations on Network Data provides no further explanation or interpretation as to how to determine what "may affect national security," and there remain uncertainties as to whether we would be subject to the cybersecurity review for the listing of our securities in the United States and Hong Kong pursuant to the Draft Regulations on Network Data. As of the date of this annual report, there was no schedule as to when the Draft Regulations on Network Data will be enacted. Uncertainties remain as to its enactment timeline, final content, interpretation and implementation. We cannot predict the impact of the Draft Regulations on Network Data, if any, at this stage, and we will closely monitor and assess any development in the rule-making process. If the enacted versions of the Draft Regulations on Network Data mandate clearance of cybersecurity review and other specific actions to be completed by China-based companies listed on a U.S. stock exchange, including us, we face uncertainties as to whether such clearance can be timely obtained, or at all.

On February 6, 2023, the MIIT issued the Notice on Further Improving the Service Capability of Mobile Internet Apps, or the Mobile Internet Apps Notice. The Mobile Internet Apps Notice requires further enhancement of the service capability of mobile internet apps and reiterates the need to protect the legitimate rights and interests of the users and create a healthy service ecology. Specifically, the Mobile Internet Apps Notice emphasizes, among other things, the regulation of installation and unloading activities, the optimization of service experience, strengthening personal information protection, responding to users' demands and the implementation of responsibilities of the developer and operator of mobile apps. However, since such notice is relatively new, uncertainty remains as to its interpretation and implementation in practice, as well as its ultimate impact on our business and results of operations in the long term. Failure to comply with such requirements may subject us to penalties and adversely affect our business, financial condition and results of operations.

We believe, to the best of our knowledge, that our and the VIEs' business operations do not violate any of the above PRC laws and regulations currently in force in all material aspects except for the risks and uncertainties as disclosed in this annual report. We have been taking and will continue to take reasonable measures to comply with such laws, regulations, announcement, provisions and inspection requirements. However, since these laws and regulations in China are relatively new, uncertainties still exist in relation to their interpretation and implementation. Any change in laws and regulations relating to privacy, data protection and information security and any enhanced and scrutinized enforcement action of such laws and regulations could greatly increase our cost in providing our products and services, limit their use or adoption or require certain changes to be made to our operations. We cannot assure you that we will be compliant with these new laws and regulations described above in all respects, and we may be ordered to rectify and terminate any actions that are deemed illegal by the regulatory authorities and become subject to fines and other regulatory sanctions, which may materially and adversely affect our business, financial condition, and results of operations. Evolving interpretations of such laws, regulations, announcements and provisions or any future regulatory changes might impose additional restrictions on or obligations of us and the VIEs generating and processing personal information and other data. We and the VIEs may be subject to additional regulations, laws and policies adopted by the PRC regulators. In response to these additional regulations, laws and policies, we and the VIEs may apply more stringent social and ethical standards in our cybersecurity and data privacy policies. To the extent that we need to alter our and the VIEs' business model or practices to adapt to these announcement and provisions and future regulations, laws and policies, we could incur additional expenses.

In addition, if and to the extent we expand our operations into Europe, we may be required to comply with various laws and regulations, including the European Union ("EU") General Data Protection Regulation ("GDPR") or the United Kingdom ("UK") General Data Protection Regulation ("UK GDPR"), which impose stringent obligations regarding the collection, control, use, sharing, disclosure and other processing of personal data, including obligations to notify relevant data protection authorities and affected individuals within strict time periods of applicable personal data breaches. Failure to comply with the GDPR or UK GDPR can result in significant fines and other liability, including fines up to EUR 20 million (or GBP 17.5 million under the UK GDPR) or 4% of worldwide annual turnover of the preceding financial year, whichever is greater. Furthermore, any violation of the GDPR or UK GDPR by service providers that are acting as our data processors (i.e., processing personal data on our behalf) could also mean that we are subject to these fines and are required to comply with the notification obligations described above. While the UK GDPR currently imposes substantially the same obligations as the GDPR, the UK GDPR will not automatically incorporate changes to the GDPR going forward (which would need to be specifically incorporated by the UK government), which creates a risk of divergent parallel regimes and related uncertainty. Legal developments in the European Economic Area ("EEA") have also created complexity and uncertainty regarding processing and transfers of personal data from the EEA and UK to so-called third countries. Complying with the GDPR, UK GDPR and other applicable regulatory requirements may cause us to incur substantial expenses or require us to alter or change our practices in a manner that could harm our business.

Further, if and to the extent we expand our operations into the United States, we may become subject to numerous federal, state and local privacy and data security laws and regulations governing the collection, sharing, use, retention, disclosure, protection, transfer and other processing of personal information. For example, at the federal level, Section 5 of the Federal Trade Commission Act prohibits unfair or deceptive acts or practices in or affecting commerce (which extends to privacy and data security practices). At the state level, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, "CCPA"), broadly defines personal information and provides California residents expanded privacy rights and protections, including the right to opt out of certain sharing and sales of their personal information. Numerous other states also have enacted, or are considering enacting, comprehensive state-level privacy and data security laws that share similarities with the CCPA, with at least four such laws (in Virginia, Colorado, Connecticut and Utah) having taken effect, or scheduled to take effect, in 2023. In addition, laws in all 50 U.S. states require businesses to provide notice under certain circumstances to consumers whose personal information has been disclosed as a result of a data breach. There is also discussion in the United States Congress of a new comprehensive federal data privacy law. We may be required to expend considerable resources to comply with applicable laws and regulations if and to the extent we expand our operations into the United States.

Moreover, while we strive to publish and prominently display privacy policies that are accurate, comprehensive, and compliant with applicable laws, regulations, industry standards and other obligations, we cannot ensure that our privacy policies and other statements regarding our practices will be sufficient to protect us from claims, proceedings, liability or adverse publicity relating to privacy and data security. Although we endeavor to comply with our privacy policies, we may at times fail to do so or be alleged to have failed to do so. If our public statements about our use, collection, disclosure and other processing of personal information, whether made through our privacy policies, information provided on our website, press statements or otherwise, are alleged to be deceptive, unfair or misrepresentative of our actual practices, we may be subject to potential government or legal investigation or action.

Regulatory requirements regarding privacy and data security are constantly evolving, making the extent of our responsibilities in that regard uncertain. Any failure, or perceived failure, by us or the VIEs, or by our third-party partners, to maintain the security of personal data or to comply with applicable privacy or data security laws, regulations, policies, contractual provisions, industry standards, and other requirements, may result in civil or regulatory liability, including actions and investigations, fines, penalties, enforcement orders requiring us to cease operating in a certain way, litigation, or adverse publicity, and may require us or the VIEs to expend significant resources in responding to and defending against allegations and claims. Moreover, claims or allegations that we and/or the VIEs have failed to adequately protect personal data, or otherwise violated applicable privacy and data security laws, regulations, policies, contractual provisions, industry standards, or other requirements, may result in damage to our reputation and a loss of confidence in us and/or the VIEs by users or partners, potentially causing us and/or the VIEs to lose users, advertisers, content providers, other business partners and revenues, which could have a material adverse effect on our business, financial condition and results of operations and could cause the market price of our Class A ordinary shares and/or ADSs to drop significantly.

***Our business expansion subjects us to increased business, legal, financial, reputational, and competitive risks.***

As part of our growth strategy, we have continued to expand our offerings and explore new, innovative ways to attract and engage with users. For example, we have in recent years upgraded our content offerings with innovative products and entered new verticals in social entertainment, such as audio live streaming and virtual interactive product offerings. Our business expansion involves numerous risks and challenges, including increased capital requirements, new competitors, and the need to develop new strategic relationships. The implementation of our expansion strategy may require additional changes to our existing business model and cost structure, modifications to our infrastructure, and exposure to new regulatory, legal and reputational risks, including infringement liability, any of which may require additional expertise that we currently may not have. There is no guarantee that we will be able to generate sufficient revenue from these new strategic ambitions to offset the associated costs and expenses. If we fail to successfully monetize and generate revenues from new businesses, or if we fail to effectively manage the numerous risks and challenges associated with such expansion, our business, operating results, and financial condition could be adversely affected.

***A severe or prolonged downturn in the PRC or global economy could materially and adversely affect our business and our financial condition.***

The global macro-economic environment is facing challenges. There is considerable uncertainty over the monetary and fiscal policies adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China, and their near- or long-term impacts of the Chinese and global economies. There have been concerns over unrest and terrorist threats in the Middle East, Europe and Africa and over the conflicts involving Ukraine, Syria and North Korea. Recently, the Russia-Ukraine conflict has caused, and continues to intensify, significant geopolitical tensions in Europe and across the world. The subsequent economic and trade sanctions imposed by the North Atlantic Treaty Organization and the European Union countries, the United States and certain other countries against Russia and Belarus are expected to have significant impact on the economic conditions of the targeted countries and markets. There have also been concerns on the relationship and the trade disputes between the United States and China. We are also subject to the risks of potential loss of our deposits in the event of the closure or systematic failures of banks and other financial institutions, as well as the risks they pose to the stability of the financial system. Such closures or failure may occur due to a variety of reasons, including bankruptcy, fraud, or insolvency. The consequences of these closures can be far-reaching and may have a negative impact on the economy as a whole. Additionally, our business, financial condition and results of operations may be negatively influenced to the extent that COVID-19 continues to affect the Chinese economy, and continues to remain as a worldwide health crisis. See “— We face risks related to accidents, disasters and public health challenges in China and globally.” It is unclear whether these challenges and uncertainties will be contained or resolved, and what effects they may have on the global political and economic conditions in the long term.

Economic conditions in China are sensitive to global economic conditions, changes in domestic economic and political policies and the expected or perceived overall economic growth rate in China. While China's economic growth remained relatively stable, it may be hard to predict its long-term development given various uncertainties including the impact from the COVID-19 pandemic. Any severe or prolonged slowdown in the global or PRC economy may materially and adversely affect our business, results of operations and financial condition.

*We depend on our senior management and highly skilled personnel. If we are unable to attract, retain and motivate a sufficient number of them, our ability to grow our business could be harmed.*

We believe that our future success depends significantly on our continuing ability to attract, develop, motivate and retain our senior management and a sufficient number of experienced and skilled employees. Qualified individuals are in high demand, particularly in the internet content and entertainment industries, and we may have to incur significant costs to attract and retain them. Additionally, we use share-based awards to attract talented employees, and if our Class A ordinary shares and/or ADSs decline in value, we may have difficulties recruiting and retaining qualified employees.

In particular, we cannot ensure that we will be able to retain the services of our senior management and key executive officers. The loss of any key management or executive could be highly disruptive and adversely affect our business operations and future growth. Moreover, if any of these individuals joins a competitor or forms a competing business, we may lose crucial business secrets, technological know-how and other valuable resources. Although our senior management and executive officers have non-compete agreements with us, we cannot assure you that they will comply with such agreements or that we will be able to effectively enforce such agreements.

*Compliance with the laws or regulations governing virtual currency may result in us having to obtain additional approvals or licenses or change our current business model.*

The Circular on Strengthening the Administration of Online Game Virtual Currency, or the Virtual Currency Circular, jointly issued by the Ministry of Culture and the MOFCOM in 2009, broadly defined virtual currency as a type of virtual exchange instrument issued by internet game operation enterprises, purchased directly or indirectly by the game users by exchanging legal currency at a certain exchange rate, saved outside the game programs, stored in servers provided by the internet game operation enterprises in electronic record format and represented by specific numeric units. Virtual currency is used to exchange internet game services provided by the issuing enterprise for a designated extent and time, and is represented by several forms, such as online prepaid game cards, prepaid amounts or internet game points, and does not include game props obtained from playing online games. In addition, the Virtual Currency Circular defines "issuing enterprise" and "transaction enterprise" and stipulates that a single enterprise may not operate both types of business. Online game operators are further prohibited from distributing virtual gifts or virtual currencies to users paying cash or virtual currency through random selection methods such as lotteries, gambling or prize drawing. See "Item 4. Information on the Company — 4.B. Business Overview — Regulations — Regulations on Virtual Currency."

Although we issue virtual currencies to users for cash, as advised by our PRC legal counsel, our service does not constitute virtual currency transaction services because users cannot transfer or trade these currencies among themselves. However, given the uncertainties of the interpretation and enforcement of the virtual currency related laws, regulations and policies, we cannot assure you that internet platforms, including us, will not be subject to liabilities due to the activities of third parties, including our users. On May 14, 2019, the Ministry of Culture and Tourism issued the Notice on Adjustment of Approval Scope of the Internet Culture Operation License and Further Regulation on Approval, pursuant to which Ministry of Culture and Tourism no longer assumes the responsibility for the administration of online games industry. As of the date of this annual report, no PRC laws and regulations had been officially promulgated to specify whether the responsibility of the Ministry of Culture and Tourism for supervising the online games and virtual currency will be undertaken by another regulatory authority, so it is still unclear as to whether such supervision responsibility will be re-designated to another regulatory authority or whether such regulatory authority taking on the responsibility will require similar or new supervision requirements for the issuance of virtual currencies. If there are similar or new supervision requirements for the issuance of virtual currencies or the sale, exchange or circulation of virtual gifts in the future, there is no assurance that we can meet all such supervision requirements in a timely or cost-effective manner. We cannot assure you that the PRC regulatory authorities will not take stricter actions against all internet platforms conducting business operations involving virtual currencies, including us, or will not take a view contrary to ours or consider any other aspects of our business operations involving virtual currencies as virtual currency transactions or otherwise subject such transactions to the PRC regulatory regime on online games. If the PRC regulatory authorities deem any transfer or exchange on our platform to be a virtual currency transaction, or if our platform is deemed to be engaged in illegal or inappropriate activities relating to third parties' misuse, we may be deemed to be engaging in the issuance of virtual currency and providing transaction platform services that enable the trading of such virtual currency. Simultaneously engaging in both of these activities is prohibited under PRC law. We may be required to cease either our virtual currency issuance activities or such deemed "transaction service" activities and may be subject to certain penalties, including mandatory corrective measures and fines. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition and results of operations.

*We require a significant amount of capital to fund our content acquisitions, user acquisitions and technology investments. If we cannot obtain sufficient capital, our business, financial condition and prospects may be materially and adversely affected.*

Operating our online platforms requires significant, continuous investment in acquiring content, users and technology. Acquiring licenses to music, long-form audio and other types of digital content can be costly. Historically, we have financed our operations primarily with operating cash flows, securities offerings and shareholder contributions. As part of our growth strategies, we expect to continue to require substantial capital in the future to cover, among other things, the costs to license content and innovate our technologies, which requires us to obtain additional equity or debt financing. Our ability to obtain additional financing in the future is subject to uncertainties, including those relating to:

- our future business development, financial condition and results of operations;
- general market conditions for financing activities;
- macro-economic and other conditions in China and elsewhere; and
- our relationship with Tencent, our controlling shareholder.

Although we strive to diversify our sources of capital, we cannot assure you that such efforts will be successful. If we cannot obtain sufficient capital, we may not be able to implement our growth strategies, and our business, financial condition and prospects may be materially and adversely affected.

*If we fail to attract more advertisers to our platform or if advertisers are less willing to advertise with us, our business, financial condition and results of operations may be adversely affected.*

Our advertising revenues depend on the overall growth of the online advertising industry in China and advertisers' continued willingness to deploy online advertising as part of the advertising spend. In addition, advertisers may choose more established Chinese internet portals or search engines over our platform. If the online advertising market does not continue to grow, or if we are unable to capture and retain a sufficient share of that market, our ability to grow our advertising revenues may be materially and adversely affected. Furthermore, our key and long-term priority of optimizing user experience and satisfaction may limit our ability to significantly grow our advertising revenues. To the extent our philosophy of prioritizing user experience negatively impacts our relationships with advertisers, or does not deliver the long-term benefits that we expect, the success of our business, financial condition and results of operations could be materially and adversely affected.

Our ability to attract or retain direct advertisers or advertising agencies may be negatively impacted by the changing regulatory environment. As an online music and audio entertainment platform, we are subject to various PRC regulations governing online advertising. For example, the MIIT promulgated the Notice of the Ministry of Industry and Information Technology on Launching the Action for Improvements to the Perception of Information and Communications Services, or the MIIT Notice. Under the MIIT Notice, internet enterprises shall set obvious and effective close buttons in the splash ads of their APPs. Moreover, since the second half of 2021, the MIIT has launched a series of regulatory campaigns which imposed certain restrictions on splash ads in order to improve user experience on online platforms, including restricting the use of splash ads to redirect user traffic and allowing users to skip splash ads. Such restrictions have generally compromised advertising effectiveness of splash ads on China's online platforms, which in turn led to a decrease in our advertising revenues. On February 25, 2023, the Administrative Measures for Internet Advertising, or the Internet Advertising Measures, was published by the SAMR which will become effective from May 1, 2023. The Internet Advertising Measures emphasizes, among other things, the responsibilities of internet advertising operators and publishers. Since the Internet Advertising Measures was recently promulgated, there remain uncertainties as to the interpretation and implementation in practice, as well as their ultimate impact on our business and results of operations in the long term. Failure to comply with such requirements may subject us to penalties and adversely affect our business, financial condition and results of operations.

Additionally, we may continue to expand our online advertising service offerings to monetize our large user base. There is no guarantee that such new advertising initiatives would be well accepted by users. Our users may not choose to continue to use our products or services if they find any of our new advertising methods or formats substantially reduce their user experience. If this were to occur, we may not be able to attract or retain direct advertisers or advertising agencies. If we fail to retain and enhance our business relationships with these advertisers or third-party advertising agencies, we may suffer from a loss of advertisers and our business and results of operations may be materially and adversely affected. If we fail to retain existing advertisers and advertising agencies or attract new direct advertisers and advertising agencies or any of our current advertising methods or promotion activities becomes less effective, our business, financial condition and results of operations may be materially and adversely affected.

***Our operating metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may harm our reputation and our business.***

We regularly review MAUs, number of paying users, ARPPU and other metrics to evaluate growth trends, measure our performance and make strategic decisions. These metrics are calculated using our internal data and have not been validated by an independent third party. While these numbers are based on what we believe to be reasonable estimates of our user base for the applicable period of measurement, there are inherent challenges in measuring how our services are used across large populations in China. For example, individuals who have multiple accounts and devices registered with our platform could result in an overstatement of the number of our users. We are also subject to the risk associated with artificial manipulation of data, such as stream counts on our platform. Any errors or inaccuracies in these metrics could result in less informed business decisions and operational inefficiencies. For example, if our user base is overstated by MAU and other user engagement metrics we track, we may fail to make the right strategic choices needed to expand our user base and achieve our growth strategies.

***We are subject to payment processing risk.***

Our users pay for our membership services, content offered on our platforms, virtual gifts and any other music and long-form audio-related services or merchandises offered by us through a variety of online payment solutions. We rely on third parties to process such payments. Acceptance and processing of these payment methods are subject to certain rules and regulations and require payment of interchange and other fees. To the extent there are increases in payment processing fees, material changes in the payment network, such as delays in receiving payments from processors and/or changes in the rules or regulations concerning payment processing, our ability to provide superior user experience, including convenient payment options, may be undermined, and our revenue, operating expenses and results of operations could be adversely impacted.

***Our ability to expand our user base depends in part on users being able to access our services, which may be affected by third-party interference beyond our control.***

Access to our services may be affected by restrictions on the ability of our users to access websites, mobile apps and client-based desktop applications via the internet. Corporations, professional organizations and regulatory agencies could block access to the internet or our online platforms as a competitive strategy or for other reasons, such as security or confidentiality concerns, or regulatory or compliance reasons. In any of these occurrences, users may not be able to access our services, and user engagement and monetization of our services may be adversely affected.

Additionally, we offer our mobile apps via smartphone and tablet apps stores operated by third parties. Some of these third parties are now, and others may in the future become, competitors of ours, and could stop allowing or supporting access to our mobile apps through app stores, increase access costs or change the terms of access in a way that makes our apps less desirable or harder to access. Furthermore, since the mobile devices that provide users with access to our services are not manufactured and sold by us, we cannot guarantee that such devices will perform reliably, and any faulty connection between these devices and our services may result in user dissatisfaction toward us. As a result, our brand and reputation, business, financial condition and results of operations may be materially and adversely affected.

***Negative media coverage could adversely affect our business.***

Negative publicity about us or our business, shareholders, affiliates, directors, officers or other employees, as well as the industry in which we operate, can harm our operations. Such negative publicity could be related to a variety of matters, including:

- alleged misconduct or other improper activities committed by our shareholders, affiliates, directors, officers and other employees;
- false or malicious allegations or rumors about us or our shareholders, affiliates, directors, officers and other employees;
- user complaints about the quality of our products and services;
- copyright infringements involving us and content offered on our platform;
- security breaches of confidential user information; and
- regulatory investigations or penalties resulting from failure of us or our related parties to comply with applicable laws and regulations.



In addition to traditional media, there has been increasing use of social media platforms and similar devices in China, including instant messaging applications, such as *Weixin*, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience of users and other interested persons. The availability of information on instant messaging applications and social media platforms is virtually immediate and as such, does not afford us an opportunity for redress or correction. The opportunity for dissemination of information, including inaccurate information, is seemingly limitless and readily available. Information concerning our company, shareholders, directors, officers and employees may be posted on such platforms at any time. The risks associated with any such negative publicity or incorrect information cannot be completely eliminated or mitigated and may materially harm our reputation, business, financial condition and results of operations.

***Future strategic transactions or acquisitions may have a material and adverse effect on our business, financial condition and results of operations.***

To the extent permitted by applicable laws and regulations, we may enter into strategic transactions, including joint ventures or equity investments, with various third parties to further our business purpose from time to time. These transactions could subject us to a number of risks, including risks associated with sharing proprietary information, non-performance by third parties and increased expenses in establishing new strategic alliances, any of which may materially and adversely affect our business. We may have limited ability to monitor or control the actions of these third parties and, to the extent any of these strategic third parties suffer negative publicity or harm to their reputation from events relating to their business, we may also suffer negative publicity or harm to our reputation by virtue of our association with any such third parties.

In addition, when appropriate opportunities arise, we may acquire additional assets, products, technologies or businesses that are complementary to our existing business. In addition to possible shareholders' approval, we may also have to obtain approvals and licenses from relevant regulatory authorities for the acquisitions and to comply with any applicable laws and regulations in different jurisdictions, which could result in increased delay and costs, and may derail our business strategy if we fail to do so. Furthermore, past and future acquisitions and the subsequent integration of new assets and businesses require significant attention from our management and could result in a diversion of resources from our existing business, which in turn could have an adverse effect on our business operations. Acquired assets or businesses may not generate the financial results we expect. Acquisitions could result in the use of substantial amounts of cash, potentially dilutive issuances of equity securities, the occurrence of significant goodwill impairment charges, amortization expenses for other intangible assets and exposure to potential unknown liabilities of the acquired business. Moreover, the costs of identifying and consummating acquisitions may be significant. Furthermore, our equity investees may generate significant losses arising from factors that may be out of our control, such as economic downturns, geopolitical tensions and closures of banks or other financial institutions, a portion of which will be shared by us in accordance with IFRS. Any such negative developments could have a material adverse effect on our business, financial condition and results of operations.

***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 the format of the advertisements and the way they are presented are in full compliance with applicable laws and regulations. See "Item 4. Information on the Company — 4.B. Business Overview — Regulation — Regulations on Online Advertising Services." Violation of these laws and regulations may subject us to penalties, including fines, confiscation of our advertising income, orders to cease dissemination of the advertisements and orders to publish an announcement correcting the misleading information. Compliance with the applicable laws and regulations regarding the format of the advertisements and the way they are presented may also adversely affect our advertising revenues. Moreover, a majority of the advertisements shown on our platform are provided to us by third parties. While we have implemented a combination of automated monitoring and manual review to ensure that the advertisements shown on our platform are in compliance with applicable 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 application of such laws and regulations. In addition, advertisers may, through illegal technology, evade our content monitoring procedures to show advertisements on our platform that do not comply with applicable laws and regulations. The inability of our systems and procedures to adequately and timely discover such evasions may subject us to regulatory penalties or administrative sanctions.

*Programming errors could adversely affect our user experience and market acceptance of our content, which may materially and adversely affect our business and results of operations.*

Our platform or content on our platform may contain programming errors that adversely affect our user experience and market acceptance of our content. We have from time to time received user feedback pertaining to programming errors. While we generally have been able to resolve such errors in a timely manner, we cannot assure you that we will be able to detect and resolve all these programming errors effectively. Programming errors or defects may adversely affect user experience, cause users to refrain from subscribing for our services, or cause our advertising customers to reduce their use of our services, any of which could materially and adversely affect our business and results of operations.

*We have granted, and may continue to grant, share incentives, which may result in increased share-based compensation expenses and cause shareholding dilution to our existing shareholders.*

We have adopted various equity incentive plans, including a share incentive plan adopted in 2014 and a share option plan and a restricted share award plan adopted in 2017. We account for compensation costs for all share-based awards using a fair-value based method and recognize expenses in our consolidated statements of comprehensive income in accordance with IFRS. Under such plans, we are authorized to grant options, stock appreciation rights, restricted shares, restricted stock units and other types of awards as the administrator of such plans may decide. The maximum aggregate number of shares that we are authorized to issue pursuant to the equity awards granted under such plans is 436,999,865 shares as of the date of this annual report. As of April 18, 2023, 52,005,038 restricted shares and the options to purchase a total of 49,140,870 Class A ordinary shares have been granted and are outstanding, under such plans. In 2020, 2021 and 2022, we recorded RMB569 million, RMB752 million and RMB823 million (US\$119 million), respectively, in share-based compensation expenses. We believe the granting of share-based awards is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share-based awards in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations. In addition, issuance of additional shares with respect to share-based awards may dilute the shareholding percentage of our existing shareholders.

*If we fail to maintain an effective system of internal control over financial reporting, we may be unable to accurately report our financial results or prevent fraud, and investor confidence in our company and the market price of our Class A ordinary shares and/or ADSs may be adversely affected.*

The SEC, as required by Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, adopted rules requiring most public companies to include a management report on such company's internal control over financial reporting in its annual report, which contains the management's assessment of the effectiveness of the company's internal control over financial reporting. In addition, when a company meets the SEC's criteria, an independent registered public accounting firm must report on the effectiveness of the company's internal control over financial reporting.

Our management and independent registered public accounting firm have concluded that our internal control over financial reporting as of December 31, 2022 was effective. However, we cannot assure you that in the future our management or our independent registered public accounting firm will not identify material weaknesses during the Section 404 of the Sarbanes-Oxley Act audit process. In addition, because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our 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 the Class A ordinary shares and/or ADSs. 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. Furthermore, we have incurred and expect to continue to incur considerable costs and to use significant management time and the other resources in an effort to comply with Section 404 and other requirements of the Sarbanes-Oxley Act which can significantly divert our management's attention from operating our business.

*Increasing focus with respect to environmental, social and governance matters may impose additional costs on us or expose us to additional risks. Failure to comply with the laws and regulations on environmental, social and governance matters may subject us to penalties and adversely affect our business, financial condition and results of operations.*

The PRC regulators and public advocacy groups have been increasingly focused on environment, social and governance, or ESG, issues in recent years, making our business more sensitive to ESG issues and changes in regulatory policies and laws and regulations associated with environment protection and other ESG-related matters. Investor advocacy groups, certain institutional investors, investment funds, and other influential investors are also increasingly focused on ESG practices and in recent years have placed increasing importance on the implications and social cost of their investments. Regardless of the industry, increased focus from investors and the regulatory authorities on ESG and similar matters may hinder access to capital, as investors may decide to reallocate capital or to not commit capital as a result of their assessment of a company's ESG practices. Any ESG concern or issue or potential changes in social trend and political policies relating to ESG could increase our regulatory compliance costs or require us to alter our practices in a way that could harm our business. If we do not adapt to or comply with the evolving expectations and standards on ESG matters from investors and the regulatory authorities or are perceived to have not responded appropriately to the growing concern for ESG issues, regardless of whether there is a legal requirement to do so, we may suffer from reputational damage and the business, financial condition, and the price of our Class A ordinary shares and/or ADSs could be materially and adversely affected.

#### **Risks Related to Our Relationship with Tencent**

*If we are no longer able to benefit from our business cooperation with Tencent, our business may be adversely affected.*

Our ultimate controlling shareholder and a strategic partner, Tencent, is one of the largest internet companies in the world. Our business has benefited significantly from Tencent's brand name and strong market position in China. In addition, we have benefited from distributing our content through Tencent's extensive social network, which provides Tencent's large number of users with access to our content. We also cooperate with Tencent in a number of other areas, such as user traffic acquisition, advertising, technology and IT infrastructure. We cannot assure you that we will continue to benefit from our cooperation with Tencent and its subsidiaries in the future. To the extent we cannot maintain our cooperative relationships with Tencent on terms favorable to us or at all, we will need to source other business partners to provide services such as distribution channels, promotion services, as well as IT and payment services, and we may lose access to key strategic assets, which could result in material and adverse effects on our business and results of operations.

*Any negative development in Tencent's market position, brand recognition or financial condition may materially and adversely affect our user base, marketing efforts and the strength of our brand.*

We have benefited significantly and expect to continue to benefit significantly from Tencent's strong brand recognition, broad user base, and its content ecosystem, which enhances our reputation and credibility. If Tencent loses its market position, the effectiveness of our marketing efforts through our association with Tencent may be materially and adversely affected. In addition, any negative publicity associated with Tencent or any negative development with respect to Tencent's market position, financial condition, or compliance with legal or regulatory requirements in China, will likely have an adverse impact on our user traffic and engagement as well as our reputation and brand.

*Tencent, our controlling shareholder, has had and will continue to have effective control over the outcome of shareholder actions in our company. The interests of Tencent may not be aligned with the interests of our other shareholders and holders of the ADSs.*

As of April 18, 2023, Tencent beneficially owns 9.1% of our outstanding Class A ordinary shares and 98.5% of our outstanding Class B ordinary shares, representing in the aggregate 92.6% of our total voting power (calculating using the beneficial ownership information reported in the Amendment No. 3 to Schedule 13G filed by Tencent with the SEC on February 10, 2023). Tencent's voting power gives it the power to control certain actions that require shareholder approval under Cayman Islands law, our Articles of Association and New York Stock Exchange requirements, including approval of mergers and other business combinations, changes to our Articles of Association, the number of shares available for issuance under any share incentive plans, and the issuance of significant amounts of our ordinary shares in private placements.

Tencent's voting control may cause transactions to occur that might not be beneficial to you as a holder of the Class A ordinary shares and/or ADSs and may prevent transactions that would be beneficial to you. For example, Tencent's voting control may prevent a transaction involving a change of control in us, including transactions in which you as a holder of the Class A ordinary shares and/or ADSs might otherwise receive a premium for the Class A ordinary shares and/or ADSs over the then-current market price. In addition, Tencent is not prohibited from selling the controlling interest in us to a third party and may do so without your approval and without providing for a purchase of your Class A ordinary shares and/or ADSs. If Tencent is acquired, otherwise undergoes a change of control or is subject to a corporate restructuring, an acquirer, successor or other third party may be entitled to exercise the voting control and contractual rights of Tencent, and may do so in a manner that could vary significantly from that of Tencent currently.

*We may have conflicts of interest with Tencent and, because of Tencent's controlling ownership interest in our company, we may not be able to resolve such conflicts on terms favorable to us.*

Conflict of interest may arise between Tencent and us in a number of areas relating to our ongoing relationships. Potential conflicts of interest that we have identified mainly include the following:

- *Agreements with Tencent.* We entered into a master business cooperation agreement in July 2018. Tencent may use its control over us to prevent us from bringing a legal claim against it in the event of a contractual breach by Tencent, notwithstanding our contractual rights under the master business cooperation agreement and any other agreement we may enter into with Tencent from time to time.
- *Allocation of business opportunities.* There may arise business opportunities in the future that both we and Tencent are interested in and which may complement each of our respective businesses. Tencent holds a large number of business interests, some of which may directly or indirectly compete with us. Tencent may decide to take up such opportunities itself, which would prevent us from taking advantage of those opportunities.
- *Employee recruiting and retention.* We may compete with Tencent in the hiring of employees, especially computer programmers, engineers, sales and other employees with experience or an interest in the internet industry.
- *Sale of shares in our company.* Tencent may decide to sell all or a portion of the shares that it holds in our company to a third party, including to one of our competitors, thereby giving that third party substantial influence over our business and our affairs. Such a sale could be contrary to the interests of our employees or our other shareholders or holders of the ADSs.
- *Developing business relationships with Tencent's competitors.* We may be limited in our ability to do business with Tencent's competitors, which may limit our ability to serve the best interests of our company and our other shareholders or holders of the ADSs.
- *Our directors may have conflicts of interest.* Certain of our directors are also employees of Tencent. These relationships could create, or appear to create, conflicts of interest when these persons are faced with decisions with potentially different implications for Tencent and us.

Our financial contribution to Tencent was not material during the periods presented in this annual report, and Tencent may from time to time make strategic decisions that it believes are in the best interests of its business as a whole, which may be different from the decisions that we would have made on our own. Tencent's decisions with respect to us or our business may favor Tencent and therefore the Tencent shareholders, which may not necessarily be aligned with our interests and the interests of our other shareholders. Moreover, Tencent may make decisions, or suffer adverse trends, that may disrupt or discontinue our collaborations with Tencent or our access to Tencent's user base. Although we are now a stand-alone public company and we have an audit committee, consisting of independent non-executive directors, to review and approve all proposed related party transactions, we may not be able to resolve all potential conflicts of interest, and even if we do so, the resolution may be less favorable to us than if we were dealing with a non-controlling shareholder.

## Risks Related to the Group's Corporate Structure

*Uncertainties remain as to the interpretation and application of current and future PRC laws, regulations, and rules relating to the agreements that establish the VIE structure for the Group's operations in China, including potential future actions by the PRC regulators, which could affect the enforceability of our contractual arrangements with the VIEs and, consequently, significantly affect our financial condition and results of operations. If the PRC regulators find such agreements non-compliant with relevant PRC laws, regulations, and rules, or if these laws, regulations, and rules or the interpretation thereof change in the future, we could be subject to severe penalties or be forced to relinquish our interests in the VIEs.*

Foreign investment in the value-added telecommunication services industry and internet cultural service industry in China is extensively regulated and subject to numerous restrictions. Pursuant to the Special Administrative Measures for Entrance of Foreign Investment (Negative List) (2021 Version), or the Negative List, published by the MOFCOM and the NDRC on December 27, 2021 and became effective on January 1, 2022 with a few exceptions, foreign investors are not allowed to own more than 50% of the equity interests in a value-added telecommunication service provider. On March 29, 2022, the Decision of the State Council on Revising and Repealing Certain Administrative Regulations, which took effect on May 1, 2022, was promulgated to amend certain provisions of regulations including the Provisions on the Administration of Foreign-Invested Telecommunications Enterprises (2016 Revision), whereby the requirement for major foreign investor to demonstrate a good track record and experience in operating value-added telecommunications businesses is deleted. However, as this promulgation is relatively new and no detailed guidance or implementation measure has been issued, uncertainty still remains as to how it should be interpreted and implemented. As advised by our PRC legal counsel, such regulatory development does not invalidate our ICP licenses or require us to modify our current contractual arrangements according to PRC laws and regulations. In addition, foreign investors are prohibited from investing in companies engaged in online publishing businesses, internet audio-video programs businesses, internet culture businesses (except for music), and radio and television program production businesses. See "Item 4. Information of the Company — 4.B. Business Overview — Regulations — Regulations on Foreign Investment."

We are a Cayman Islands company and our wholly-owned PRC subsidiaries are currently considered foreign-invested enterprise. Accordingly, our PRC subsidiaries are not eligible to provide value-added telecommunication services (except for a few exceptions), internet audio-video program services, online publishing businesses, internet culture businesses, radio and television program production businesses and other related businesses in China. To ensure strict compliance with the PRC laws and regulations, the Group conducts such business activities through the VIEs and their respective subsidiaries in the PRC. Our wholly-owned subsidiaries in China have entered into a series of contractual arrangements with the VIEs and their shareholders or partners, as the case may be, which enable us to (i) direct the activities of the VIEs that most significantly impact the VIEs' economic performance, (ii) receive substantially all of the economic benefits of the VIEs, and (iii) have an exclusive option to purchase all or part of the equity interests and assets in the VIEs when and to the extent permitted by PRC law. As a result of these contractual arrangements, we are the primary beneficiary of the VIEs and hence consolidate their financial results under IFRS. See "Item 4. Information on the Company — 4.C. Organizational Structure — Contractual Arrangements with the VIEs and Their Respective Shareholders or Partners" for further details.

If the regulatory authorities find that our contractual arrangements do not comply with their restrictions on foreign investment in the value-added telecommunication services, internet cultural services, internet audio-video program services and certain other businesses and related business, or if the regulatory authorities otherwise find that we, the VIEs or any of their respective subsidiaries are in violation of PRC laws or regulations or lack the necessary permits or licenses to operate our business, the relevant PRC regulatory authorities would have broad discretion in dealing with such violations or failures, including, without limitation:

- revoking the business licenses and/or operating licenses of such entities;
- discontinuing or placing restrictions or onerous conditions on our operation through any transactions between our PRC subsidiaries and the VIEs;
- imposing fines, confiscating the income from our PRC subsidiaries or the VIEs, or imposing other requirements with which we or the VIEs may not be able to comply;
- requiring us to restructure our ownership structure or operations, including terminating the contractual arrangements with the VIEs and deregistering the equity pledges of the VIEs, which in turn would affect our ability to consolidate, derive economic interests from the VIEs; or
- restricting or prohibiting our use of the proceeds of financing activities to finance our business and operations in China.

Any of these actions could cause significant disruptions to our business operations and severely damage our reputation, which would in turn materially and adversely affect our business, financial condition and results of operations. In addition, new PRC laws, regulations, and rules may be introduced to impose additional requirements, posing additional challenges to the Group's corporate structure and contractual arrangements. If any of these occurrences results in our inability to direct the activities of the VIEs or our failure to receive the economic benefits from the VIEs and/or our inability to claim our contractual control rights over the assets of the VIEs that conduct substantially all of our operations in China, we may not be able to consolidate the entity in our consolidated financial statements in accordance with IFRS which could materially and adversely affect our financial condition and results of operations and cause our Class A ordinary shares and/or ADSs to significantly decline in value or become worthless.

*Any failure by the VIEs or their shareholders or partners to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business.*

Since PRC laws prohibit or restrict foreign equity ownership in certain kinds of business in China, we have relied and expect to continue to rely on the contractual arrangements with the VIEs and their shareholders or partners, as the case may be, to operate our business in China. However, these contractual arrangements may not be as effective as direct ownership in providing us with control over our affiliated entities. Any of our affiliated entities, including the VIEs and their shareholders or partners, as the case may be, could breach their contractual arrangements with us by, among other things, failing to conduct their operations in an acceptable manner or taking other actions that are detrimental to our interests. In the event that the shareholders or partners of the VIEs breach the terms of these contractual arrangements and voluntarily liquidate the VIEs, or the VIEs declare bankruptcy and all or part of their assets become subject to liens or rights of third-party creditors, or are otherwise disposed of without our consent, we may be unable to conduct some or all of our business operations or otherwise benefit from the assets held by our affiliated entities, which could have a material adverse effect on our business, financial condition and results of operations. The enforceability of the contractual agreements between us, the VIEs and their shareholders or partners depends to a large extent upon whether the VIEs and their shareholders or partners will fulfill these contractual agreements. Their interests in enforcing these contractual agreements may not align with our interests or the interests of our shareholders. If their interest diverges from that of the company and other shareholders, it may potentially increase the risk that they could seek to act contrary to these contractual arrangements. If the VIEs or their shareholders or partners fail to perform their respective obligations under the contractual arrangements, we may have to incur substantial costs and expend additional resources to enforce such arrangements. We may also have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief, and contractual remedies, which we cannot assure you will be sufficient or effective under PRC law. Our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these agreements would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. There remain uncertainties under PRC laws and regulations with respect to the enforceability of our contractual arrangements. Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a consolidated variable interest entity should be interpreted or enforced under PRC law. There remain significant uncertainties regarding the ultimate outcome of such adjudication should legal action become necessary. In the event that we are unable to enforce these contractual arrangements, or if we suffer significant delay or other obstacles in the process of enforcing these contractual arrangements, we may not be able to direct the activities of the VIEs that most significantly impact the VIEs' economic performance, and our ability to conduct our business may be negatively affected.

*The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC regulatory authorities may be required under PRC law in connection with any future issuance of securities overseas, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing.*

The Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, purport to require offshore special purpose vehicles that are controlled by PRC companies or individuals and that have been formed for the purpose of seeking a public listing on an overseas stock exchange through acquisitions of PRC domestic companies or assets to obtain China Securities Regulatory Commission, or the CSRC approval prior to publicly listing their securities on an overseas stock exchange. The interpretation and application of the regulations remain unclear. If CSRC approval under the M&A Rules is required, it is uncertain whether it would be possible for us to obtain the approval, and any failure to obtain or delay in obtaining CSRC approval for our future issuance of securities overseas would subject us to sanctions imposed by the CSRC and other PRC regulatory agencies.

Furthermore, the recently issued Opinions on Strictly Cracking Down on Illegal Securities Activities emphasized the need to strengthen the administration over "illegal securities activities" and the supervision on overseas listings by China-based companies, and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based, overseas-listed companies, although such opinions did not specify the definition of "illegal securities activities."

On February 17, 2023, the CSRC promulgated the Trial Administrative Measures of the Overseas Securities Offering and Listing by Domestic Companies, or the Trial Measures, and five supporting guidelines, which took effect on March 31, 2023. Pursuant to the Trial Measures, PRC domestic companies that directly or indirectly seek to offer or list their securities overseas are required to fulfill the filing procedure with the CSRC and report relevant information to the CSRC. Specifically, the overseas securities offering and listing of any issuer will be deemed as indirect overseas offering by PRC domestic companies if the following conditions are met: (i) 50% or more of any of the issuer's operating revenue, total profit, total assets or net assets as documented in its audited consolidated financial statements for the most recent fiscal year is accounted for by PRC domestic companies; and (ii) the main parts of the issuer's business activities are conducted in mainland China, or its main place(s) of business are located in mainland China, or the majority of senior management staff in charge of its business operations and management are PRC citizens or have their usual place(s) of residence located in mainland China. In addition, pursuant to the Trial Measures, an overseas offering and listing of the securities of a PRC domestic company is prohibited under any of the following circumstances, if (i) such securities offering and listing is explicitly prohibited by provisions in laws, administrative regulations and relevant state rules; (ii) the intended securities offering and listing may endanger national security as reviewed and determined by competent authorities under the State Council in accordance with law; (iii) the PRC domestic company intending to make the securities offering and listing, or its controlling shareholder(s) and the actual controller, have committed crimes such as corruption, bribery, embezzlement, misappropriation of property or undermining the order of the socialist market economy during the latest three years; (iv) the PRC domestic company intending to make the securities offering and listing is currently under investigations for suspicion of criminal offenses or major violations of laws and regulations, and no clear conclusion has yet been made thereof; or (v) there are material ownership disputes over equity interests held by the PRC domestic company's controlling shareholder(s) or by other shareholder(s) that are controlled by the controlling shareholder(s) and/or actual controller. Further, at the press conference held for the Trial Measures on February 17, 2023, officials from the CSRC clarified that the PRC domestic companies that have already been listed overseas on or before the effective date of the Trial Measures (i.e., March 31, 2023) shall be deemed as existing issuers, or the Existing Issuers. Existing Issuers are not required to complete the filing procedures immediately but shall carry out filing procedures as required if they conduct refinancing or are involved in other circumstances that require filing with the CSRC. The officials from the CSRC have also confirmed that for the PRC domestic companies that seek to list overseas with VIE structure, the CSRC will solicit opinions from relevant regulatory authorities and complete the filing of the overseas listing of companies with VIE structure which meet the compliance requirements.

However, given that the Trial Measures were recently promulgated, uncertainties remain as to the implementation and interpretation, and how they will affect our future financing. If we fail to complete the filing with the CSRC in a timely manner or at all, for any future offering or any other financing activities which are subject to the filing requirements under the Trial Measures, our ability to raise or utilize funds and our operations could be materially and adversely affected.

On February 24, 2023, the CSRC, Ministry of Finance, National Administration of State Secrets Protection and National Archives Administration of China promulgated the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies, or the Archives Rules, which took effect on March 31, 2023. Pursuant to the Archives Rules, PRC domestic companies (which may refer to either a joint-stock company incorporated domestically that conducts direct overseas offering and listing, or a domestic operating entity that conducts indirect overseas offering and listing) that seek overseas offering and listing shall strictly abide by applicable laws and regulations of the PRC and the Archives Rules, enhance legal awareness of keeping state secrets and strengthening archives administration, institute a sound confidentiality and archives administration system, and take necessary measures to fulfill confidentiality and archives administration obligations. Such domestic companies shall not leak any state secret and working secret of government agencies, or harm national security and public interest. Furthermore, a PRC domestic company that plans to, either directly or through its overseas listed entity, publicly disclose or provide to relevant individuals or entities including securities companies, securities service providers and overseas regulators, any document and materials that contain state secrets or working secrets of government agencies, shall first obtain approval from competent authorities according to law, and file with the secrecy administrative department at the same level. Moreover, a PRC domestic company that plans to, either directly or through its overseas listed entity, publicly disclose or provide to relevant individuals and entities including securities companies, securities service providers and overseas regulators, any other documents and materials that, if leaked, will be detrimental to national security or public interest, shall strictly fulfill relevant procedures stipulated by applicable national regulations. A PRC domestic company that provides documents and materials to securities companies and securities service providers shall abide by applicable national regulations on confidentiality in handling such documents and materials, and provide at the same time to the securities companies and securities service providers a written statement on the company's implementation of the requirements according to the Archives Rules. Further, where a PRC domestic company, after fulfilling relevant procedures, provides to securities companies, securities service providers and other entities with any documents and materials that contain state secrets or working secrets of government agencies, or any other documents and materials that will be detrimental to national security or public interest if leaked, a non-disclosure agreement shall be signed between the provider and receiver of such information according to the Law of the PRC on Guarding State Secrets, other laws and regulations and the Archives Rules. The Archives Rules also stipulate that a PRC domestic company that provides accounting archives or copies of accounting archives to any entities including securities companies, securities service providers and overseas regulators and individuals shall fulfill due procedures in compliance with applicable national regulations. However, given that the Archives Rules was recently promulgated, uncertainties remain as to the implementation and interpretation.

In addition, on December 28, 2021, the CAC and several other regulatory authorities in China jointly promulgated the Cybersecurity Review Measures, which came into effect on February 15, 2022. Pursuant to the Cybersecurity Review Measures, (i) a CIO that purchases network products and services, or an internet platform operator that conducts data processing activities, which affects or may affect national security, shall be subject to the cybersecurity review, (ii) an application for cybersecurity review shall be made by an issuer which is an internet platform operator holding personal information of more than one million users before such issuer applies to list its securities in a foreign country, and (iii) relevant regulatory authorities in the PRC may initiate cybersecurity review if they determine an operator's network products or services or data processing activities affect or may affect national security. As the Cybersecurity Review Measures was newly issued, there remain uncertainties as to how it would be interpreted and enforced, and to what extent it may affect us. If the CSRC or other relevant PRC regulatory agencies subsequently determine that prior approval is required for any of our future offerings of securities overseas or to maintain the listing status of our securities overseas, we cannot guarantee that we will be able to obtain such approval in a timely manner, or at all. The CSRC or other PRC regulatory agencies also may take actions requiring us, or making it advisable for us, not to proceed with such offering or maintain the listing status of our Class A ordinary shares and/or ADSs. If we proceed with any of such offering or maintain the listing status of our Class A ordinary shares and/or ADSs without obtaining these regulatory agencies' approval to the extent it is required, or if we are unable to comply with any new approval requirements which might be adopted for offerings that we have completed prior to the publication of the above-referenced opinions, we may face regulatory actions or other sanctions from these regulatory agencies. These regulatory agencies may impose fines and penalties on our operations in China, limit our ability to pay dividends outside of China, limit our operating privileges in China, delay or restrict the repatriation of the proceeds from offering of securities overseas into China or take other actions that could have a material adverse effect on our business, financial condition, results of operations and prospects, as well as the trading price of the Class A ordinary shares and/or ADSs.

Furthermore, if there are any other approvals, filings and/or other administration procedures to be obtained from or completed with the CSRC or other PRC regulatory agencies as required by any new laws and regulations for any of our future proposed offering or listing of securities overseas or to maintain the listing status of the Class A ordinary shares and/or ADSs, we cannot assure you that we can obtain the required approval or complete the required filings or other regulatory procedures in a timely manner, or at all. Any failure to obtain the relevant approvals or complete the filings and other relevant regulatory procedures may subject us to regulatory actions or other sanctions from the CSRC or other PRC regulatory agencies, which may have a material adverse effect on our business, financial condition or results of operations.

***Uncertainties remain as to the interpretation and implementation of the Foreign Investment Law of the PRC and how it may impact the viability of the Group's current corporate structure, corporate governance and business operations.***

On March 15, 2019, the National People's Congress adopted the Foreign Investment Law of the PRC, which became effective on January 1, 2020 and replaced three existing laws regulating foreign investment in China, namely, the Wholly Foreign-Invested Enterprise Law of the PRC, the Sino-Foreign Cooperative Joint Venture Enterprise Law of the PRC and the Sino-Foreign Equity Joint Venture Enterprise Law of the PRC, together with their implementation rules and ancillary regulations. The Foreign Investment Law of the PRC embodies 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. However, since it is relatively new, uncertainties still exist in relation to its interpretation and implementation. For example, the Foreign Investment Law of the PRC adds a catch-all clause to the definition of "foreign investment" so that foreign investment, by its definition, includes "investments made by foreign investors in China through other means defined by other laws or administrative regulations or provisions promulgated by the State Council" without further elaboration on the meaning of "other means." The Implementing Regulation of the Foreign Investment Law Regulations, or the FIL Interpretations, adopted by the State Council on December 12, 2019 also did not provide further clarification for such "other means." In accordance with the FIL Interpretations, where a party concerned claims an investment agreement to be invalid on the basis that it is for investment in prohibited industries under the negative list or it is for investment in restricted industries under the negative list and violates the restrictions set out therein, the courts should support such claim. It leaves leeway for future legislations to be promulgated by competent PRC legislative institutions to provide for contractual arrangements as a form of foreign investment.

The Guideline No.2 on the Application of Regulatory Rules on Overseas Securities Offerings and Listings, or the Guideline No.2, as one of the supporting guidelines for the Trial Measures, provides that the filing documents submitted to the CSRC shall specify, among other things: (i) whether the issuer's business, licenses or qualifications are not allowed to be controlled by way of contractual arrangements by PRC laws, administrative regulations or relevant provisions; and (ii) whether the domestic operating entities controlled by way of contractual arrangements are subject to any restricted or prohibited industries for foreign investments. The officials from the CSRC clarified at the press conference held for the Trial Measures on February 17, 2023 that, the CSRC will solicit opinions from relevant regulatory authorities and complete the filing of the overseas listing of companies with VIE structure which meet the compliance requirements. Uncertainty still remains on how such rules will be interpreted and implemented and whether the Group's corporate structure will be seen as violating current foreign investment rules as we leverage contractual arrangements to operate certain businesses in which foreign investors are prohibited from or restricted in investing. Furthermore, if future legislations prescribed by the State Council mandate further actions to be taken by companies with respect to existing



contractual arrangements, we may face uncertainties as to whether we can complete such actions in a timely manner, or at all. If we fail to take appropriate and timely measures to comply with any of these or similar regulatory compliance requirements, the Group's current corporate structure, corporate governance and business operations could be materially and adversely affected.

***We rely on contractual arrangements with the VIEs and their respective shareholders or partners for a large portion of the Group's business operations, which may not be as effective as direct ownership in providing operational control.***

We have relied and expect to continue to rely on contractual arrangements with the VIEs and their respective shareholders or partners, as the case may be, as well as certain of the VIEs' subsidiaries to operate the Group's business in China. These contractual arrangements may not be as effective as direct ownership in providing us with control over the VIEs. For example, the VIEs and their respective shareholders or partners could breach their contractual arrangements with us by, among other things, failing to conduct their operations in an acceptable manner or taking other actions that are detrimental to our interests. The revenues contributed by the VIEs and their subsidiaries constituted substantially all of our revenues in 2020, 2021 and 2022.

If we had direct ownership of the VIEs, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of the VIEs that are companies, which in turn could implement changes, subject to any applicable fiduciary obligations, at the management and operational level, and to exercise our rights as a managing partner to effect changes of the management and executives of the VIEs that are partnerships. However, under the current contractual arrangements, we rely on the performance by the VIEs and their respective shareholders or partners of their respective obligations under the contracts to direct the activities of the VIEs that most significantly impact the VIEs' economic performance. The shareholders or partners of the VIEs may not act in the best interests of the company or may not perform their obligations under these contracts. Such risks exist throughout the period in which we intend to operate certain portion of our business through the contractual arrangements with the VIEs and their respective shareholders or partners. If any dispute relating to these contracts remains unresolved, we will have to enforce our rights under these contracts through the operations of PRC law and arbitration, litigation or other legal proceedings. See "— Any failure by the VIEs or their shareholders or partners to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business." Therefore, our contractual arrangements with the VIEs and their respective shareholders or partners may not be as effective in controlling our business operations as direct ownership.

***All the agreements under our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC law, and any disputes would be resolved in accordance with PRC legal procedures.***

All the agreements under our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. There remain uncertainties under PRC laws and regulations with respect to the enforceability of our contractual arrangements. Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a VIE should be interpreted or enforced under PRC law. There remain significant uncertainties regarding the ultimate outcome of such arbitration should legal action become necessary. In addition, under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and if the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would require additional expenses and delay. In the event we are unable to enforce these contractual arrangements, or if we suffer significant delay or other obstacles in the process of enforcing these contractual arrangements, we may not be able to direct the activities of the VIEs that most significantly impact the VIEs' economic performance, and our ability to conduct our business may be negatively affected. See "— Risks Related to Doing Business in China — Uncertainties regarding the enforcement of laws, and changes in policies, laws and regulations could materially and adversely affect us."

*Contractual arrangements in relation to the VIEs may be subject to scrutiny by the PRC tax authorities and they may determine that we or the VIEs owe additional taxes, which could negatively affect our financial condition and the value of your investment.*

Under applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities within ten years after the taxable year when the transactions are conducted. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements between us and the VIEs were not entered into on an arm's-length basis in such a way as to result in an impermissible reduction in taxes under applicable PRC laws, rules and regulations, and adjust the income of the VIEs in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction of expense deductions recorded by the VIEs for PRC tax purposes, which could in turn increase its tax liabilities without reducing our PRC subsidiary's tax expenses. In addition, the PRC tax authorities may impose late payment fees and other penalties on the VIEs for the adjusted but unpaid taxes according to the applicable regulations. Our financial position could be materially and adversely affected if the VIEs' tax liabilities increase or if it is required to pay late payment fees and other penalties.

*The shareholders or partners of the VIEs may have actual or potential conflicts of interest with us, which may materially and adversely affect our business and financial condition.*

The shareholders or partners of the VIEs may have actual or potential conflicts of interest with us. These shareholders or partners may breach, or cause the VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and the VIEs, which would have a material and adverse effect on our ability to effectively control the VIEs and receive economic benefits from them. For example, the shareholders or partners may be able to cause our agreements with the VIEs to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise any or all of these shareholders or partners will act in the best interests of our company or such conflicts will be resolved in our favor. Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders or partners and our company. If we cannot resolve any conflict of interest or dispute between us and these shareholders or partners, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to uncertainties as to the outcome of any such legal proceedings.

*We may lose the ability to use, or otherwise benefit from, the licenses, permits and assets held by the VIEs.*

As part of our contractual arrangements with the VIEs, the VIEs hold certain assets, licenses and permits that are material to our business operations, including the ICP License, the AVSP and the ICO License. The contractual arrangements contain terms that specifically obligate the VIEs' shareholders or partners to ensure the valid existence of the VIEs and restrict the disposal of material assets of the VIEs. However, in the event the VIEs' shareholders or partners breach the terms of these contractual arrangements and voluntarily liquidate any of the VIEs, or any of the VIEs declares bankruptcy and all or part of its assets become subject to liens or rights of third-party creditors, or are otherwise disposed of or encumbered without our consent, we may be unable to conduct some or all of our business operations or otherwise benefit from the assets held by the VIEs, which could have a material adverse effect on our business, financial condition and results of operations. Furthermore, under the contractual arrangements, the VIEs may not, in any manner, sell, transfer, mortgage or dispose of their material assets or legal or beneficial interests in the business without our prior consent. If any of the VIEs undergoes a voluntary or involuntary liquidation proceeding, its shareholders or partners or unrelated third-party creditors may claim rights to some or all of the assets of the VIEs, thereby hindering our ability to operate our business as well as constrain our growth.

## Risks Related to Doing Business in China

### *Uncertainties regarding the enforcement of laws, and changes in policies, laws and regulations could materially and adversely affect us.*

In 1979, the PRC began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past three decades has significantly enhanced the protections afforded to various forms of foreign investments in China. In particular, the PRC legal system is a civil law system based on written statutes. Unlike some other law systems, prior court decisions under the civil law system may be cited for reference but have limited precedential value. Our PRC subsidiaries, the VIEs and their subsidiaries are subject to laws and regulations applicable to foreign-invested enterprises as well as various Chinese laws and regulations generally applicable to companies incorporated in China. Since these laws and regulations are relatively new and the PRC legal system continues to rapidly evolve, the interpretations of many laws, regulations and rules and the enforcement of these laws, regulations and rules involve uncertainties. These uncertainties may affect our judgment on the relevance of legal requirements and our ability to enforce our contractual rights or tort claims. In addition, the regulatory uncertainties may be exploited by third parties through unmerited or frivolous legal actions or threats in attempts to extract payments or benefits from us. Furthermore, any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention.

The regulatory authorities have significant oversight over our business and may influence our operations as the regulatory authorities deem appropriate to further regulatory, political and societal goals. The regulatory authorities have recently published new policies that affected our industry and our business, and we cannot rule out the possibility that it will in the future further release regulations or policies regarding our industry that could further adversely affect our business, financial condition and results of operations. Furthermore, the regulatory authorities have also recently published new regulations and guidance to exert more oversight and control over securities offerings and other capital markets activities that are conducted overseas and foreign investment in China-based companies like us. Any such action, once taken by the regulatory authorities, could significantly limit or completely hinder our ability to offer or continue to offer securities to investors and cause the value of such securities to significantly decline or in extreme cases, become worthless. We cannot assure you that we will be able to comply with these new laws and regulations in all respects, and we may be ordered to rectify, suspend or terminate any actions or services that are deemed illegal by the regulatory authorities and become subject to material penalties, which may materially harm our business, financial condition, results of operations and prospects.

In addition, PRC laws and regulations relating to the provision of online music and audio content are developing and evolving. Although we have taken measures to comply with the laws and regulations that are applicable to our business operations and avoid conducting any non-compliant activities under the applicable laws and regulations, the PRC regulatory authorities may promulgate new laws and regulations regulating the provision of online music and audio content in the future. We cannot assure you that our practice would not be deemed to violate any new PRC laws or regulations relating to the provision of online music and audio content. Moreover, developments in the market for online music and audio content may lead to changes in PRC laws, regulations and policies or in the interpretation and application of existing laws, regulations and policies that may limit or restrict online music and audio entertainment platforms like us, which could materially and adversely affect the Group's business and operations as well as the value of our ADSs and/or Class A ordinary shares.

### *The custodians or authorized users of our controlling non-tangible assets, including chops and seals, may fail to fulfill their responsibilities, or misappropriate or misuse these assets.*

Under PRC law, legal documents for corporate transactions, including agreements and contracts are executed using the chop or seal of the signing entity or with the signature of a legal representative whose designation is registered and filed with relevant PRC market regulation administrative authorities.

In order to secure the use of our chops and seals, we have established internal control procedures and rules for using these chops and seals. In any event that the chops and seals are intended to be used, the responsible personnel will submit the application through our office automation system and the application will be verified and approved by authorized employees in accordance with our internal control procedures and rules. In addition, in order to maintain the physical security of our chops, we generally have them stored in secured locations accessible only to authorized employees. Although we monitor such authorized employees, the procedures may not be sufficient to prevent all instances of abuse or negligence. There is a risk that our employees could abuse their authority, for example, by entering into a contract not approved by us or seeking to gain control of one of our subsidiaries or the VIEs. If any employee obtains, misuses or misappropriates our chops and seals or other controlling non-tangible assets for whatever reason, we could experience disruption to our normal business operations. We may have to take corporate or legal action, which could involve significant time and resources to resolve and divert management from our operations.

***Our operations depend on the performance of the internet infrastructure and telecommunications networks in China, which are in large part operated and maintained by state-owned operators.***

The successful operation of our business depends on the performance of the internet infrastructure and telecommunications networks in China. Almost all access to the internet is maintained through state-owned telecommunications operators under the administrative control and regulatory supervision of the MIIT. We have limited access to alternative networks or services in the event of disruptions, failures or other problems with China's internet infrastructure or the telecommunications networks provided by telecommunications service providers. Internet traffic in China has experienced significant growth during the past few years. Our platform regularly serves a large number of users. With the expansion of our business, we may be required to upgrade our technology and infrastructure to keep up with the increasing traffic on our platform. We cannot assure you that the internet infrastructure and telecommunications networks in China will be able to support the demands associated with the continued growth in internet usage. If we were unable to increase our online content and service delivering capacity accordingly, we may not be able to continuously grow our internet traffic and the adoption of our products and services may be hindered, which could adversely impact our business and our share price.

In addition, we generally have no control over the costs of the services provided by telecommunications service providers. If the prices we pay for telecommunications and internet services rise significantly, our results of operations may be materially and adversely affected. If internet access fees or other charges to internet users increase, our user traffic may decline and our business may be harmed.

***Changes in China's economic, political and social conditions as well as government policies could have a material adverse effect on our business and prospect.***

Substantially all of our operations are located in China. Accordingly, our business, prospect, financial condition and results of operations may be influenced to a significant degree by political, economic and social conditions in China generally, and by continued economic growth in China as a whole. The Chinese economy differs from the economies of most developed countries in many aspects, including the degree of level of development, growth rate, control of foreign exchange and allocation of resources. In addition, the Chinese regulators continue to play a significant role in regulating industry development by imposing industrial policies. The Chinese regulators also have significant influence over China's economic growth through allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies.

Any adverse changes in economic conditions in China, in the policies promulgated by the Chinese regulators 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 a reduction in demand for our services and adversely affect our competitive position. The Chinese regulators have implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by regulations over capital investments or changes in tax regulations. In addition, in the past the Chinese regulators have implemented certain measures, including interest rate adjustment, to control the pace of economic growth. These measures may impact economic activity in China. Any prolonged slowdown in the Chinese economy may reduce the demand for our services and influence our business and operating results.

***We face risks related to accidents, disasters and public health challenges in China and globally.***

Accidents, disasters and public health challenges in China and globally could impact our business and results of operations. These types of events could negatively impact user activity and our local operations, if any, in the affected regions, or, depending upon the severity, across China or globally, which could adversely impact our business and results of operations. For example, the outbreak of coronavirus, or COVID-19, had caused us to take specific precautionary measures intended to minimize the risks of COVID-19 to our employees, users, artists and business partners, including temporarily requiring our employees to work remotely and canceling or postponing sponsored offline events and activities, thus compromising our efficiency and productivity during such periods, and requiring us to incur additional costs, slow down our branding and marketing efforts, and resulting in short-term fluctuations in our results of operations. China began to modify its COVID-19 policy in late 2022, and most of the travel and other public health restrictions were lifted in December 2022. There were surges of COVID-19 cases in many cities in China during this time, which disrupted normal business activities. Our results of operations may be adversely affected to the extent that COVID-19 continues to affect the Chinese economy in general. Additionally, as COVID-19 has evolved into a worldwide health crisis that has adversely affected the economies and financial markets of countries other than China, it may potentially result in an economic downturn that could affect demand for our users, business partners and services and therefore materially adversely affect our business, financial condition and results of operations.

***Regulation on information disseminated over the internet in China may adversely affect our business and reputation and subject us to liability for information displayed on our website.***

The PRC regulators have adopted regulations governing the distribution of news and other information over the internet. Under these regulations, internet content providers and internet publishers are prohibited from posting or displaying over the internet content that, among other things, violates PRC laws and regulations, or is reactionary, obscene, superstitious, fraudulent or defamatory. Failure to comply with these requirements may result in the revocation of licenses to provide internet content and other licenses, and the closure of the concerned websites. The website operator may also be held liable for such information displayed on or linked to the websites. If our website is found to be in violation of any such requirements, we may be penalized by relevant authorities, and our operations or reputation could be adversely affected.

***We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us and any tax we are required to pay could have a material and adverse effect on our ability to conduct our business.***

We are a Cayman Islands holding company and, other than external financing, we rely principally on dividends and other distributions on equity from our PRC subsidiaries for our cash requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and for services of any debt we may incur. Our PRC subsidiaries' ability to distribute dividends is based upon their distributable earnings. Current PRC regulations permit our PRC subsidiaries to pay dividends to their respective shareholders only out of their accumulated profits, if any, determined in accordance with PRC accounting standards and regulations. In addition, each of our PRC subsidiaries, the VIEs and their subsidiaries are required to set aside at least 10% of their after-tax profits each year, if any, to fund a statutory reserve until such reserve reaches 50% of their registered capital. These reserves are not distributable as cash dividends. 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 payments to us. Any limitation on the ability of our PRC subsidiaries to distribute dividends or other payments to their respective shareholders could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our businesses, pay dividends or otherwise fund and conduct our business.

Under the Enterprise Income Tax Law of the PRC and related regulations, dividends, interests, rent or royalties payable by a foreign-invested enterprise, such as our PRC subsidiaries, to any of its foreign non-resident enterprise investors, and proceeds from any such foreign enterprise investor's disposition of assets (after deducting the net value of such assets) are subject to a 10% withholding tax, unless the foreign enterprise investor's jurisdiction of incorporation has a tax treaty with China that provides for a reduced rate of withholding tax.

In response to the persistent capital outflow and the RMB's depreciation against the U.S. dollar in the fourth quarter of 2016, the PBOC and the SAFE, have implemented a series of capital control measures in the subsequent months, including stricter vetting procedures for China-based companies to remit foreign currency for overseas acquisitions, dividend payments and shareholder loan repayments. For instance, the PBOC issued the Circular on Further Clarification of Relevant Matters Relating to Offshore RMB Loans Provided by Domestic Enterprises, or PBOC Circular 306, on November 26, 2016, which provides that offshore RMB loans provided by a domestic enterprise to offshore enterprises with which it has an equity relationship shall not exceed 30% of the domestic enterprise's most recent audited owner's equity. PBOC Circular 306 may constrain our PRC subsidiaries' ability to provide offshore loans to us. The PRC regulators may continue to strengthen its capital controls and our PRC subsidiaries' dividends and other distributions may be subject to tighter scrutiny in the future. 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.

***PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and regulatory control of currency conversion may delay or prevent us from using the proceeds of our financing activities to make loans to or make additional capital contributions to our PRC subsidiaries, which could materially and adversely affect our liquidity and our ability to fund and expand our business.***

Any transfer of funds by us to our PRC subsidiaries, either as a shareholder loan or as an increase in registered capital, are subject to PRC regulations. Capital contributions to our PRC subsidiaries are subject to the approval of or filing with the MOFCOM in its local branches and registration with a local bank authorized by the SAFE. Any foreign loan procured by our PRC subsidiaries is required to be registered or filed with the SAFE or its local branches or satisfy relevant requirements as provided in SAFE Circular 28. Any medium- or long-term loan to be provided by us to the VIEs must be registered with the NDRC and the SAFE or its local branches. We may not be able to obtain these government approvals or complete such registrations on a timely basis, if at all, with respect to future capital contributions or foreign loans by us to our PRC subsidiaries. If we fail to receive such approvals or complete such registration or filing, our ability to use the proceeds of our financing activities and to capitalize our PRC operations may be negatively affected, which could adversely affect our liquidity and our ability to fund and expand our business. There is, in effect, no statutory limit on the amount of capital contribution that we can make to our PRC subsidiaries, provided that the PRC subsidiaries

complete the relevant filing and registration procedures. With respect to loans to the PRC subsidiaries by us, (i) if the relevant PRC subsidiaries adopt the traditional foreign exchange administration mechanism, or the Current Foreign Debt Mechanism, the outstanding amount of the loans shall not exceed the difference between the total investment and the registered capital of the PRC subsidiaries; and (ii) if the relevant PRC subsidiaries adopt the Notice No. 9 Foreign Debt Mechanism, the outstanding amount of the loans shall not exceed 200% of the net asset of the relevant PRC subsidiary.

In addition, on October 23, 2019, the SAFE promulgated the Circular on Further Promoting the Facilitation of Cross-Border Trade and Investment, or SAFE Circular 28, pursuant to which, our PRC subsidiaries established in the pilot regions, which refers to the Guangdong-Hong Kong-Macao Greater Bay Area and Hainan province, are not required to register each of their foreign debts with the SAFE or its local branches but to complete foreign debts registration with the SAFE or its local branches in the amount of 200% of the net asset of the relevant PRC subsidiary. Upon such registrations, our relevant PRC subsidiaries will be allowed to procure foreign loans within the registered amount and complete the formalities for inward and outward remittance of funds, purchase and settlement of foreign currency directly with a bank, and are required to make declaration of international balance of payments pursuant to applicable regulations. However, since it is relatively new, uncertainties still exist in relation to its interpretation and implementation.

According to the Notice of the PBOC on Matters concerning the Macro-Prudential Management of Full-Covered Cross-Border Financing, or PBOC Notice No. 9, after a transition period of one year since the promulgation of PBOC Notice No. 9, the PBOC and the SAFE will determine the cross-border financing administration mechanism for the foreign-invested enterprises after evaluating the overall implementation of PBOC Notice No. 9. As of the date of this annual report, neither the PBOC nor the SAFE has promulgated and made public any further rules, regulations, notices or circulars in this regard. It is uncertain which mechanism will be adopted by the PBOC and the SAFE in the future and what statutory limits will be imposed on us when providing loans to our PRC subsidiaries. Currently, our PRC subsidiaries have the flexibility to choose between the Current Foreign Debt Mechanism and the Notice No. 9 Foreign Debt Mechanism. However, if a more stringent foreign debt mechanism becomes mandatory, our ability to provide loans to our PRC subsidiaries or the VIEs may be significantly limited, which may adversely affect our business, financial condition and results of operations. Despite neither the Foreign Investment Law nor its Implementing Regulation prescribes whether the certain concept "total investment amount" with respect to foreign-invested enterprises will still be applicable, no PRC laws and regulations have been officially promulgated to abolish the Current Foreign Debt Mechanism.

The Circular on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-Invested Enterprises, or SAFE Circular 19, effective as of June 1, 2015, as amended by Circular of the State Administration of Foreign Exchange on Reforming and Regulating Policies on the Control over Foreign Exchange Settlement under the Capital Account, or SAFE Circular 16, effective on June 9, 2016, allows FIEs to settle their foreign exchange capital at their discretion, but continues to prohibit FIEs from using the Renminbi fund converted from their foreign exchange capitals for expenditure beyond their business scopes, and also prohibit FIEs from using such Renminbi fund to provide loans to persons other than affiliates unless otherwise permitted under its business scope. As a result, we are required to apply Renminbi funds converted from the net proceeds we received from our financing activities within the business scopes of our PRC subsidiaries. SAFE Circular 19 and SAFE Circular 16 may significantly limit our ability to use Renminbi converted from the net proceeds of our financing activities to fund the establishment of new entities in China by the VIEs or their respective subsidiaries, to invest in or acquire any other PRC companies through our PRC subsidiaries, or to establish new consolidated VIEs in China, which may adversely affect our business, financial condition and results of operations. Even though SAFE Circular 28 allows all FIEs (including those without an investment business scope) to utilize and convert their foreign exchange capital for making equity investment in China if certain requirements prescribed therein are satisfied, uncertainties still exist in relation to its interpretation and implementation.

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

The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions in China and by China's foreign exchange policies. On July 21, 2005, the PRC regulators changed its decade-old policy of pegging the value of the Renminbi to the U.S. dollar, and the Renminbi appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, the Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. On November 30, 2015, the Executive Board of the International Monetary Fund ("IMF") completed the regular five-year review of the basket of currencies that make up the Special Drawing Right, or the SDR, and decided that with effect from October 1, 2016, Renminbi is determined to be a freely usable currency and will be included in the SDR basket as a fifth currency, along with the U.S. dollar, the Euro, the Japanese yen and the British pound. In the fourth quarter of 2016, the Renminbi has depreciated significantly in the backdrop of a surging U.S. dollar and persistent capital outflows of China. With the development of the foreign exchange market and progress towards interest rate liberalization and Renminbi internationalization, the PRC regulatory authorities may in the future announce further changes to the exchange rate system and we cannot assure you that the 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 the Renminbi and the U.S. dollar in the future.

Significant revaluation of the Renminbi may have a material and adverse effect on your investment. For example, to the extent that we need to convert U.S. dollars we receive from our financing activities 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 Class A 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.

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.

***Foreign exchange controls may limit our ability to utilize our revenues effectively and affect the value of your investment.***

The regulatory authorities in China impose foreign exchange controls on the convertibility of the Renminbi, 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 the SAFE by complying with certain procedural requirements. Specifically, under the existing exchange restrictions, without prior approval of the SAFE, cash generated from the operations of our PRC subsidiaries in China may be used to pay dividends to the company. However, approval from or registration with appropriate regulatory 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. Access to foreign currencies for current account transactions may be further restricted in the future as the applicable laws, regulations and policies evolve. 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 and holders of the ADSs.

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

The Rules on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, adopted by six PRC regulatory agencies in 2006 and amended in 2009, and some other 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, including requirements in some instances that the anti-monopoly law enforcement agency be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise.

The Anti-Monopoly Law of the PRC requires that the anti-monopoly law enforcement agency be notified in advance of any transaction where the parties' turnover in the China market and/or global market exceed certain thresholds and the buyer would obtain control of, or decisive influence over, the target as a result of the business combination. As further clarified by the Provisions of the State Council on the Threshold of Filings for Undertaking Concentrations issued by the State Council in 2008 and amended in September 2018, such thresholds include: (i) the total global turnover of all operators participating in the transaction exceeds RMB10 billion in the preceding fiscal year and at least two of these operators each had a turnover of more than RMB400 million within China in the preceding fiscal year, or (ii) the total turnover within China of all the operators participating in the transaction exceeded RMB2 billion in the preceding fiscal year, and at least two of these operators each had a turnover of more than RMB400 million within China in the preceding fiscal year. There are numerous factors the anti-monopoly law enforcement agency considers in determining "control" or "decisive influence," and, depending on certain criteria, the anti-monopoly law enforcement agency may conduct anti-monopoly review of transactions in respect of which it was notified. On June 24, 2022, the Decision of the Standing Committee of the National People's Congress to Amend the Anti-Monopoly Law of the People's Republic of China was adopted and became effective on August 1, 2022, which stipulates that where a concentration of undertakings does not meet the threshold for declaration set by the State Council, but there is evidence that the concentration of undertakings has or may have the effect of excluding or limiting competition, the law enforcement agencies may order the operators to file the concentration of undertakings.

In particular, the PRC anti-monopoly enforcement agencies have in recent years strengthened enforcement under the PRC Anti-Monopoly Law. In March 2018, the SAMR was formed as a new regulatory agency to take over, among other things, the anti-monopoly enforcement functions from the relevant departments under the MOFCOM, the NDRC and the SAIC, respectively. Since its inception, the SAMR has continued to strengthen anti-monopoly enforcement. On December 28, 2018, the SAMR issued the Notice on Anti-monopoly Enforcement Authorization which grants authorities to its province-level branches to conduct anti-monopoly enforcement within their respective jurisdictions. On September 11, 2020, the SAMR issued the Anti-monopoly Compliance Guideline for Operators, which requires, under the PRC Anti-Monopoly Law, operators to establish anti-monopoly compliance management systems to prevent anti-monopoly compliance risks. In February 2021, the SAMR promulgated the Guidelines to Anti-Monopoly in the Field of Internet Platforms, or the Anti-Monopoly Guidelines for Internet Platforms, aiming to improve anti-monopoly administration on online platforms. The Anti-Monopoly Guidelines for Internet Platforms operate as a compliance guidance under the existing PRC anti-monopoly laws and regulations for platform economy operators. However, considering the uncertainties as to the interpretation and implementation of the Anti-Monopoly Guidelines for Internet Platforms, we may face challenges in addressing its requirements and making necessary changes to our policies and practices, and may incur significant costs and expenses in an effort to do so. Any failure or perceived failure by us to comply with the Anti-Monopoly Guidelines for Internet Platforms and other anti-monopoly laws and regulations may result in regulatory investigations or enforcement actions, litigation or claims against us and could have an adverse effect on our business, financial condition and results of operations. On November 18, 2021, the National Anti-monopoly Bureau was officially established to formulate anti-monopoly institutional measures and guidelines, implement anti-monopoly law enforcement, undertake the guidance for enterprises' anti-monopoly action responding abroad and so on.

In July 2021, the SAMR issued an Administrative Penalty Decision to Tencent regarding its acquisition of CMC in 2016. Pursuant to the decision, we shall implement a rectification plan to, among other things, terminate exclusive music copyright licensing arrangements within 30 days from the date of the decision. We shall also discontinue any arrangement where we offer high advance licensing payment to and seek preferential licensing terms from copyright owners without reasonable grounds. Tencent and we have terminated all existing exclusive music copyright licensing arrangements with the relevant upstream copyright holders subject to certain limited exceptions specified in the decision as of the date of this annual report, and we will pursue nonexclusive collaborations with upstream copyright holders. In light of the uncertainties relating to the interpretation, implementation and enforcement of the Anti-Monopoly Law of the PRC, we cannot assure you that the anti-monopoly law enforcement agency will not deem any other past and future acquisitions or investments involving us to have triggered filing requirement for anti-trust review. If we are found to have violated the Anti-Monopoly Law of the PRC for any failure to file the notification of concentration and request for review or otherwise, we or our parent could be potentially subject to a fine of up to RMB500,000, and the parts of the transaction causing the prohibited concentration could be ordered to be unwound, which may materially and adversely affect our business, financial condition and results of operations. Pursuant to the Decision of the Standing Committee of the National People's Congress to Amend the Anti-Monopoly Law of the People's Republic of China that came into effect on August 1, 2022, the State Council anti-monopoly enforcement agency may order the operators to stop the implementation of the concentration, to dispose of shares, assets, and the business within a period of time, or take other necessary measures to restore the state before the concentration, and impose on it a fine of not more than 10% of its last year's sales revenue, if the concentration of undertakings has or may have an effect of excluding or limiting competition; if the concentration does not have the effect of excluding or limiting competition, a fine up to RMB 5,000,000 may be imposed on operators. On March 24, 2023, the SAMR promulgated four regulations ancillary to the Anti-Monopoly Law, namely the Review Measures of Concentration of Undertakings, the Provisions on the Prohibition of Monopoly Agreements, the Provisions on the Prohibitions of Acts of Abuse of Dominant Market Positions, and the Provisions on Curbing the Abuse of Administrative Power to Exclude or Restrict Competition, all of which took effect from April 15, 2023. These regulations have, among other things, elaborated the specific requirements under the Anti-Monopoly Law, optimized the regulatory and enforcement procedures and imposed more stringent legal responsibilities on the relevant parties. Specifically, the Review Measures of Concentration of Undertakings have clarified the factors to be considered for the recognition of "control" and "implementation of



concentration” under the review mechanism of concentration of undertakings, and elaborate the implementation rules regarding the suspension of review. According to the Review Measures of Concentration of Undertakings, where a concentration of undertakings does not meet the threshold for declaration, but there is evidence that the concentration of undertakings has or may have the effect of excluding or limiting competition, the SAMR may order the operators to file the concentration of undertakings. Since the above-mentioned laws and regulations are relatively new, uncertainty still remains as to the interpretation and implementation of such laws and regulations.

In addition, the Circular of the General Office of the State Council on the Establishment of Security Review System for the Merger and Acquisition of Domestic Enterprises by Foreign Investors that became effective in March 2011, and the Rules on Implementation of Security Review System for the Merger and Acquisition of Domestic Enterprises by Foreign Investors issued by the MOFCOM that became effective in September 2011 specify that mergers and acquisitions by foreign investors that raise “national defense and security” concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise “national security” concerns are subject to strict review by the MOFCOM, and the rules prohibit any activities attempting to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement. 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 the SAMR, the MOFCOM or its local counterparts may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

*PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident beneficial owners or our PRC subsidiaries to liability or penalties, limit our ability to inject capital into our PRC subsidiaries, limit our PRC subsidiaries’ ability to increase their registered capital or distribute profits to us, or may otherwise adversely affect us.*

The SAFE promulgated the Circular on Issues Concerning the Foreign Exchange Administration over the Overseas Investment and Financing and Round-trip Investment by Domestic Residents via Special Purpose Vehicles, or SAFE Circular 37, in July 2014. SAFE Circular 37 requires PRC residents or entities to register with the SAFE or its local branches in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing with such PRC residents or entities’ legally owned assets or equity interests in domestic enterprises or offshore assets or interests. 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 Circular of Further Simplifying and Improving the Policies of Foreign Exchange Administration Applicable to Direct Investment released in February 2015 by the SAFE, 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. See “Item 4. Information on the Company — 4.B. Business Overview — Regulations — Regulations on Foreign Exchange Registration of Offshore Investment by PRC Residents.”

If our shareholders who are PRC residents or entities do not complete their registration with the local SAFE branches, 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 SAFE registration requirements described above could result in liability under PRC laws for evasion of applicable foreign exchange restrictions.

We have notified all PRC residents or entities who directly or indirectly hold shares in our Cayman Islands holding company and who are known to us as being PRC residents to complete the foreign exchange registrations. However, we may not be informed of the identities of all the PRC residents or entities holding direct or indirect interest in our company, nor can we 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, obtain or update 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 PRC subsidiaries’ ability to make distributions or pay dividends to us or affect our ownership structure, which could adversely affect our business and prospects.

Furthermore, as these foreign exchange regulations are still relatively new and their interpretation and implementation have been constantly evolving, it is unclear how these regulations, and any future regulation concerning offshore or cross-border transactions, will be interpreted, amended and implemented by the relevant regulatory authorities. For example, we may be subject to a more stringent review and approval process with respect to our foreign exchange activities, such as remittance of dividends and foreign currency denominated borrowings, which may adversely affect our financial condition and results of operations. In addition, if we decide to acquire a PRC domestic company, we cannot assure you that we or the owners of such company, as the case may be, will be able to obtain the necessary approvals or complete the necessary filings and registrations required by the foreign exchange regulations. This may restrict our ability to implement our acquisition strategy and could adversely affect our business and prospects.

***Any failure to comply with PRC regulations regarding the registration requirements for employee stock incentive 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 may submit applications to the SAFE or its local branches for the foreign exchange registration with respect to offshore special purpose companies. In the meantime, our directors, executive officers and other employees who are PRC citizens or who are non-PRC residents residing in the PRC for a continuous period of not less than one year, subject to limited exceptions, and who have been granted share-based awards by us, may follow the Circular of SAFE on Issues Concerning the Administration of Foreign Exchange Used for Domestic Individuals' Participation in Equity Incentive Plan of Overseas Listed Companies, promulgated by the SAFE in 2012. Pursuant to the circular, PRC citizens and non-PRC citizens who reside in China for a continuous period of not less than one year who participate in any stock incentive plan of an overseas publicly listed company, subject to a few exceptions, are required to register with the SAFE through a domestic qualified agent, which could be the PRC subsidiaries of such overseas listed company, and complete certain other procedures. In addition, an overseas entrusted institution must be retained to handle matters in connection with the exercise or sale of stock options and the purchase or sale of shares and interests. We, our directors, our executive officers and other employees who are PRC citizens or who reside in the PRC for a continuous period of not less than one year and who have been granted share-based awards are subject to these regulations. Failure to complete SAFE registration requirements may subject them to fines, and legal sanctions and may also limit our ability to contribute additional capital into our PRC subsidiaries and limit our PRC subsidiaries' ability to distribute dividends to us. We also face regulatory uncertainties that could restrict our ability to adopt additional incentive plans for our directors, executive officers and employees under PRC law. See "Item 4. Information of the Company — 4.B. Business Overview — Regulations — Regulations on Foreign Exchange Registration of Offshore Investment by PRC Residents — Employee Stock Incentive Plan."

The SAT has issued certain circulars concerning employee share options and restricted shares. 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. Our PRC subsidiaries have obligations to file documents related to employee share options or restricted shares with relevant tax authorities and to withhold individual income taxes of those employees who exercise their share options. 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 regulatory authorities. See "Item 4. Information of the Company — 4.B. Business Overview — Regulations — Regulations on Foreign Exchange Registration of Offshore Investment by PRC Residents — Employee Stock Incentive Plan."

***Our business may be negatively affected by the potential obligations to make additional social insurance and housing fund contributions.***

We are required by PRC laws and regulations to pay various statutory employee benefits, including pensions, housing fund, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to designated regulatory agencies for the benefit of the Group's employees. The relevant regulatory agencies may examine whether an employer has made adequate payments of the requisite statutory employee benefits, and employers who fail to make adequate payments may be subject to late payment fees, fines and/or other penalties. Certain of our PRC subsidiaries and VIEs have historically failed to promptly make social insurance and housing fund contributions in full for their employees. In addition, certain of our PRC subsidiaries and VIEs engage third-party human resources agencies to make social insurance and housing fund contributions for some of their employees, and there is no assurance that such third-party agencies will make such contributions in full in a timely manner, or at all. If the relevant PRC authorities determine that our PRC subsidiaries and VIEs shall make supplemental social insurance and housing fund contributions or that our PRC subsidiaries and VIEs are subject to fines and legal sanctions in relation to failure to make social insurance and housing fund contributions in full for the Group's employees, our business, financial condition and results of operations may be adversely affected.

*We may be classified as a “PRC resident enterprise” for PRC enterprise income tax purposes, which could result in unfavorable tax consequences to us and our non-PRC shareholders and ADS holders and have a material adverse effect on our results of operations and the value of your investment.*

Under the Enterprise Income Tax Law of the PRC and its implementation rules, an enterprise established outside of the PRC with a “de facto management body” within the PRC is considered a “resident enterprise” and will be subject to PRC enterprise income tax on its global income at the rate of 25%. 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, personnel, accounts and properties of an enterprise. In April 2009, the SAT issued a circular, known as SAT 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. Although this circular 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 SAT’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 SAT 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 and will be subject to PRC enterprise income tax on its global income only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in the PRC; (ii) decisions relating to the enterprise’s financial and human resource matters are made or are subject to 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 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.” Since, to our knowledge, a majority of our management members are currently based in China, it remains unclear how the tax residency rule will apply to our case. If the PRC tax authorities determine that our company or any of our subsidiaries outside of China is a PRC resident enterprise for enterprise income tax purposes, we may be subject to PRC enterprise income on our worldwide income at the rate of 25%, which could materially reduce our net income. In addition, we will also be subject to PRC enterprise income tax reporting obligations. Furthermore, 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 the ADSs that are enterprises). In addition, non-resident enterprise shareholders (including the ADS holders) may be subject to PRC tax at a rate of 10% on gains realized on the sale or other disposition of ADSs or ordinary shares, if such income is treated as sourced from within the PRC. Furthermore, if we are deemed a PRC resident enterprise, dividends paid to our non-PRC individual shareholders (including the ADS holders who are individuals) and any gain realized on the transfer of ADSs or ordinary shares by such shareholders 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 dividends or gains are deemed to be from PRC sources. These rates may be reduced by an applicable tax treaty, but it is unclear whether non-PRC shareholders of our company would be able to obtain 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 Class A ordinary shares and/or ADSs.

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

On February 3, 2015, the SAT issued the Circular on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or SAT Circular 7. SAT Circular 7 extends its tax jurisdiction to transactions involving the transfer of taxable assets through offshore transfer of a foreign intermediate holding company. In addition, SAT Circular 7 has introduced safe harbors for internal group restructurings and the purchase and sale of equity through a public securities market. SAT Circular 7 also brings challenges to both foreign transferor and transferee (or other person who is obligated to pay for the transfer) of taxable assets.

On October 17, 2017, the SAT issued the Circular on Issues of Withholding of Income Tax of Non-resident Enterprises at Source, or SAT Circular 37, which came into effect on December 1, 2017. SAT Circular 37 further clarifies the practice and procedure of the withholding of non-resident enterprise income tax.

Where a non-resident enterprise transfers taxable assets indirectly by disposing of the equity interests of an overseas holding company, which is known as an indirect transfer, the non-resident enterprise as either transferor or transferee, or the PRC entity that directly owns the taxable assets, may report such indirect transfer to the relevant tax authority. Using a "substance over form" principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from such indirect transfer may be subject to PRC enterprise income tax, and the transferee or other person who is obligated to pay for the transfer is obligated to withhold the applicable taxes, currently at a rate of 10% for the transfer of equity interests in a PRC resident enterprise. Both the transferor and the transferee may be subject to penalties under PRC tax laws if the transferee fails to withhold the taxes and the transferor fails to pay the taxes.

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 and 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 SAT Circular 7 or SAT Circular 37. For transfer of shares in our company by investors who are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under SAT Circular 7 or SAT Circular 37. As a result, we may be required to expend valuable resources to comply with SAT Circular 7 or SAT Circular 37 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.

*Trading in our securities may be prohibited under the HFCAA and U.S. national securities exchanges, such as the NYSE, may determine to delist our securities if the PCAOB determines that it is unable to inspect or investigate completely our auditor for two consecutive years.*

Our independent registered public accounting firm that issues the audit report included in this annual report, as an auditor of companies that are traded publicly in the United States and a firm registered with the PCAOB, is required by the laws of the United States to undergo regular inspections by the PCAOB to assess its compliance with the laws of the United States and professional standards. Our auditor is located in China, a jurisdiction where the PCAOB was historically unable to conduct inspections and investigations completely, without the approval of the Chinese authorities. The inability of the PCAOB to conduct inspections of auditors in China in the past has made 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. As a result, investors were deprived of the benefits of such PCAOB inspections.

In recent years, U.S. regulatory authorities have continued to express their concerns about challenges in their oversight of financial statement audits of U.S.-listed companies with significant operations in China. More recently, 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 United States enacted the HFCAA in December 2020. Trading in our securities on U.S. markets, including the NYSE, may be prohibited under the HFCAA if the PCAOB determines that it is unable to inspect or investigate completely our auditor for two consecutive years. On December 16, 2021, the PCAOB issued the HFCAA Determination Report to notify the SEC of its determinations that the PCAOB was unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong, or the 2021 Determinations, including our auditor. On May 26, 2022, we were conclusively identified by the SEC under the HFCAA as having filed audit reports issued by a registered public accounting firm that cannot be inspected or investigated completely by the PCAOB in connection with the filing of our 2021 Form 20-F. The inability of the PCAOB to conduct inspections in the past also deprived our investors of the benefits of such inspections. On December 15, 2022, the PCAOB announced that it was able to conduct inspections and investigations completely of PCAOB-registered public accounting firms headquartered in mainland China and Hong Kong in 2022. The PCAOB vacated its previous 2021 Determinations accordingly. As a result, we do not expect to be identified as a "Commission-Identified Issuer" under the HFCAA for the fiscal year ended December 31, 2022 after we file this annual report.

However, whether the PCAOB will continue to conduct inspections and investigations completely to its satisfaction of PCAOB-registered public accounting firms headquartered in mainland China and Hong Kong is subject to uncertainty and depends on a number of factors out of our, and our auditor's, control, including the uncertainties surrounding Sino-U.S. relations. The PCAOB is expected to continue to demand complete access to inspections and investigations against accounting firms headquartered in mainland China and Hong Kong in the future and states that it has already made plans to resume regular inspections in early 2023 and beyond. The PCAOB is required under the HFCAA to make its determination on an annual basis with regards to its ability to inspect and investigate completely accounting firms based in mainland China and Hong Kong. The possibility of being a "Commission-Identified Issuer" and risk of delisting could continue to adversely affect the trading price of our securities.

If the PCAOB determines in the future that it no longer has full access to inspect and investigate accounting firms headquartered in mainland China and Hong Kong and we continue to use such accounting firm to conduct audit work, we would be identified as a "Commission-Identified Issuer" under the HFCAA following the filing of the annual report for the relevant fiscal year. If we were so identified for two consecutive years, trading in our securities on U.S. markets would be prohibited. This would substantially impair your ability to sell or purchase the ADSs when you wish to do so. Furthermore, such trading prohibition would significantly affect our ability to raise capital on terms acceptable to us, or at all, which would have a material adverse impact on our business, financial condition and prospects.

***Proceedings instituted by the SEC against the Big Four PRC-based accounting firms, including our independent registered public accounting firm, could result in 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 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 new or 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 ADSs from the NYSE or the termination of the registration of our 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 the ADSs or our Ordinary Shares**

***If we change the listing venue of our securities, including delisting from either of the NYSE and the Hong Kong Stock Exchange, you may lose the shareholder protection mechanisms afforded under the regulatory regimes of the applicable securities exchange.***

As a company listed on the NYSE and the Hong Kong Stock Exchange, we are subject to various listing standards and requirements that are aimed at protecting your rights as shareholders of our company, subject to certain applicable permitted exceptions. If we choose to change the listing venue of our securities, including delisting from either exchange, you may lose the shareholder protection measures afforded under the regulatory regimes of the applicable securities exchange. In particular, various factors will be taken into consideration by our company in relation to the circumstances under which it may be considered not desirable or viable for the shares to remain listed on a certain stock exchange, such as the then regulatory environment of the listing venue and whether the additional compliance cost arising by remaining listed in a particular stock exchange will be unduly burdensome for our company to further its interest, realize its vision or implementing certain business plans.

***The trading price of our ADSs and Class A ordinary shares is likely to be volatile, which could result in substantial losses to investors.***

The trading price of our ADSs and Class A ordinary shares is likely to be volatile and could fluctuate widely due to multiple factors, many of which are beyond our control. The price and trading volumes for our Class A ordinary shares and/or ADSs may be highly volatile for various factors, including the following:

- variations in our revenues, operating costs and expenses, earnings and cash flow;
- our controlling shareholder's business performance and the trading price of its stock;
- announcements of new investments, acquisitions, strategic partnerships or joint ventures by us or our competitors;

- announcements of new products and services by us or our competitors;
- changes in financial estimates by securities analysts;
- detrimental adverse publicity about us, our shareholders, affiliates, directors, officers or employees, our content offerings, our business model, our services or our industry;
- general economic or political conditions in China or elsewhere in the world;
- announcements of new regulations, rules or policies relevant for our business;
- additions or departures of key personnel;
- any share repurchase program;
- release of lock-up or other transfer restrictions on our outstanding equity securities or sales of additional equity securities; and
- potential litigation or regulatory investigations.

Any of these factors may result in large and sudden changes in the volume and price at which our Class A ordinary shares and/or ADSs will trade.

In addition, the stock market in general, and the market prices for companies with operations in China in particular, have experienced volatility that often has been unrelated to the operating performance of such companies. The securities of some China-based companies that have listed their securities in the United States have experienced significant volatility since their initial public offerings in recent years, including, in some cases, substantial declines in the trading prices of their securities. The trading performances of these companies' securities after their offerings may affect the attitudes of investors towards Chinese companies listed in the United States in general, which consequently may impact the trading performance of our Class A ordinary shares and/or ADSs, regardless of our actual operating performance. Moreover, any negative news or perceptions about inadequate corporate governance practices or fraudulent accounting, corporate structure or other matters of other Chinese companies may also negatively affect the attitudes of investors towards Chinese companies in general, including us, regardless of whether we have engaged in any inappropriate activities. These broad market and industry fluctuations may adversely affect the market price of our Class A ordinary shares and/or ADSs. Volatility or a lack of positive performance in our Class A ordinary shares and/or ADSs price may also adversely affect our ability to retain key employees, most of whom have been granted options or other equity incentives.

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

The trading market for our Class A ordinary shares and/or 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 Class A ordinary shares and/or ADSs, the trading price for our Class A ordinary shares and/or 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 market price or volume for our Class A ordinary shares and/or ADSs to decline.

***Our dual-class voting structure will limit the holders of our Class A ordinary shares and ADSs to influence corporate matters, provide certain shareholders of ours with substantial influence and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and ADSs may view as beneficial.***

We have adopted a dual-class voting structure such that our ordinary shares consist of Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares and Class B ordinary shares have the same rights other than voting and conversion rights. Each holder of our Class A ordinary shares is entitled to one vote per share and each holder of our Class B ordinary shares is entitled to 15 votes per share. Our Class A ordinary shares and Class B 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. Each Class B ordinary share is convertible into one Class A ordinary share, whereas Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon (i) any sale, transfer, assignment or disposition of any Class B ordinary shares by a holder thereof to any person or entity which is not an affiliate of such holder, or (ii) a change of beneficial ownership of any Class B ordinary shares as a result of which any person who is not an affiliate of registered holders of such Class B ordinary shares becomes a beneficial owner of such Class B ordinary shares, each of such Class B ordinary shares will be automatically and immediately converted into one Class A ordinary share. There is no limit on the circumstances where holders of Class B ordinary shares may transfer or otherwise dispose of their Class B ordinary shares.

As of April 18, 2023, Tencent, together with its affiliates, beneficially owned 9.1% of our outstanding Class A ordinary shares and 98.5% of our outstanding Class B ordinary shares, and held in the aggregate 92.6% of our total voting power. As a result of this dual-class share structure, Tencent will have complete control over the outcome of matters put to a vote of shareholders and have significant influence over our business, including decisions regarding mergers, consolidations, liquidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. This concentrated control will limit the ability of the holders of our Class A ordinary shares and ADSs to influence corporate matters and could discourage others from pursuing any potential merger, takeover or other change of control transactions that holders of Class A ordinary shares and ADSs may view as beneficial. Moreover, Tencent may increase the concentration of its voting power and/or share ownership in the future, which may, among other consequences, decrease the liquidity in our Class A ordinary shares and ADSs.

***Techniques employed by short sellers may drive down the trading price of our Class A ordinary shares and/or 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 an identical number of 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 listed company 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.

We may be the subject of unfavorable allegations made by short sellers in the future. Any such allegations may be followed by periods of instability in the trading price of our Class A ordinary shares and/or ADSs and negative publicity. If and when we 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 federal or 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 shareholders' equity, and the value of any investment in our Class A ordinary shares and/or ADSs could be greatly reduced or rendered worthless.

***The sale or availability for sale, or perceived sale or availability for sale, of substantial amounts of our Class A ordinary shares and/or ADSs could adversely affect their trading price.***

Sales of substantial amounts of our Class A ordinary shares and/or ADSs in the public market, or the perception that these sales could occur, could adversely affect the trading price of our Class A ordinary shares and/or ADSs 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 Class A ordinary shares and/or ADSs. In addition, certain holders of our existing shares have the right to cause us to register under the Securities Act of 1933, or the Securities Act, the sale of their shares. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the public market, or the perception that such sales could occur, could cause the trading price of our Class A ordinary shares and/or ADSs to decline.

Because we do not expect to pay dividends in the foreseeable future, the holders of our Class A ordinary shares and/or ADSs must rely on price appreciation of our Class A ordinary shares and/or ADSs for return on their investment.

*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, you should not rely on an investment in our Class A ordinary shares and/or 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. Under Cayman Islands law, a Cayman Islands 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 the company being unable to pay its debts as they fall due in the ordinary course of business. 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 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 our Class A ordinary shares and/or ADSs will likely depend entirely upon any future price appreciation of our Class A ordinary shares and/or ADSs. There is no guarantee that our Class A ordinary shares and/or ADSs will appreciate in value or even maintain the price at which the holders of our Class A ordinary shares and/or ADSs purchased the Class A ordinary shares and/or ADSs. The holders of our Class A ordinary shares and/or ADSs may not realize a return on their investment in our Class A ordinary shares and/or ADSs and they may even lose their entire investment in our Class A ordinary shares and/or ADSs.

*Our Articles of Association contain anti-takeover provisions that could have a material adverse effect on the rights of holders of our Class A ordinary shares and ADSs.*

Our Articles of Association contain provisions to limit the ability of others to acquire control of the 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 the company in a tender offer or similar transaction. 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 ordinary shares, in the form of ADSs or otherwise. Preferred shares could be issued quickly with terms calculated to delay or prevent a change in control of the company or make removal of management more difficult. If our board of directors decides to issue preferred shares, the price of our Class A ordinary shares and/or ADSs may fall and the voting and other rights of the holders of our Class A ordinary shares and ADSs may be materially and adversely affected.

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

We are an exempted company incorporated under the laws of the Cayman Islands. Our corporate affairs are governed by our Articles of Association, the Companies Act (As Revised) of the Cayman Islands, 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 duties 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 duties of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some other jurisdictions. In particular, the Cayman Islands has a less developed body of securities laws than the United States or Hong Kong. Under the laws of some jurisdictions in the United States, majority and controlling shareholders generally have certain fiduciary responsibilities to the minority shareholders; shareholder action must be taken in good faith, and actions by controlling shareholders which are obviously unreasonable may be declared null and void. In contrast, Cayman Islands law relating to the interests of minority shareholders may not be as protective in all circumstances as the law protecting minority shareholders in some U.S. jurisdictions. In addition, the circumstances in which a shareholder of a Cayman Islands company may sue the company derivatively, and the procedures and defenses that may be available to the company, may result in the rights of shareholders of a Cayman Islands company being more limited than those of shareholders of a company organized in the United States. Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States or a court in Hong Kong.

Shareholders of Cayman Islands exempted companies like us have no general rights under Cayman Islands law to inspect corporate records (except for our Articles of Association, special resolutions passed by our shareholders and our register of mortgages and charges) or to obtain copies of registers of members of these companies. Our directors have discretion under our 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 our shareholders 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.



Furthermore, our directors have the power to take certain actions without shareholder approval which would require shareholder approval under Hong Kong law or the laws of most U.S. jurisdictions. The directors of a Cayman Islands company, without shareholder approval, may implement a sale of any assets, property, part of the business, or securities of the company. Our ability to create and issue new classes or series of shares without shareholders' approval could have the effect of delaying, deterring or preventing a change in control without any further action by our shareholders, including a tender offer to purchase our ordinary shares at a premium over then current market prices. Furthermore, our Articles of Association are specific to us and include certain provisions that may be different from common practices in Hong Kong, such as (i) director's power to create preferred shares, (ii) director's power to cancel general meeting, (iii) that shares in our company that are beneficially owned by our company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of our outstanding shares at any given time, and (iv) that the quorum necessary for the transaction of the business of our board of directors may be fixed by the directors, and unless so fixed, the quorum shall be a majority of directors then in office and a majority of the directors appointed by Min River.

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

***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 generally are difficult to pursue as a matter of law or practicality in China. There are legal and other restrictions in China to providing information needed for regulatory investigations or litigation initiated outside China. For example, according to Article 177 of the PRC Securities Law, or Article 177, which became effective in March 2020, no overseas securities regulator is allowed to directly conduct investigations or evidence collection activities within the territory of the PRC. The authorities in China are seeking to establish regulatory cooperation mechanisms with the securities regulatory authorities of other countries or regions to implement cross-border supervision and administration. For example, on August 26, 2022, the CSRC and the Ministry of Finance of the PRC signed a Statement of Protocol with the PCAOB, taking the first step toward opening access for the PCAOB to completely inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong. Subsequently on December 15, 2022, the PCAOB announced that it was able to conduct inspections and investigations completely of PCAOB-registered public accounting firms headquartered in mainland China and Hong Kong in 2022. Despite these efforts, there remains uncertainty as to the ability of overseas securities regulators to directly conduct investigations or evidence collection activities within China, which may increase difficulties faced by you in protecting your interests.

***ADS 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 Class A ordinary shares provides that to the fullest extent permitted by law, ADS holders waive the right to a jury trial for any claim they may have against us or the depositary arising out of or relating to our Class A ordinary shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws.

If we or the depositary were to oppose a jury trial based on this waiver, the court would have to determine whether the waiver was enforceable based on the facts and circumstances of the case in accordance with applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by the United States Supreme Court. However, 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, or by a federal or state court in the City of New York, which has non-exclusive jurisdiction over matters arising under the deposit agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver, courts will generally consider whether a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this would be the case with respect to the deposit agreement and the ADSs. It is advisable that the investors consult legal counsel regarding the jury waiver provision before investing in the ADSs.

If any of the holders or beneficial owners of ADSs bring a claim against us or the depositary in connection with matters arising under the deposit agreement or the ADSs, including claims under federal securities laws, such 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 depositary, lead to increased costs to bring a claim, limited access to information and other imbalances of resources between such holder and us, or limit such holder's ability to bring a claim in a judicial forum that such holder finds favorable. If a lawsuit is brought against us and/or the depositary 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 outcomes that could be less favorable to the plaintiff(s) in any such action.

Nevertheless, if this jury trial waiver is not permitted by applicable law, an action could 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 of compliance with any substantive provision of the U.S. federal securities laws and the rules and regulations promulgated thereunder.

***The voting rights of holders of ADSs are limited by the terms of the deposit agreement, and you may not be able to exercise your right to direct the voting of the Class A ordinary shares underlying the ADSs.***

Holders of ADSs do not have the same rights as our registered shareholders. As a holder of the ADSs, you will not have any direct right to attend general meetings of our shareholders or to cast any votes at such meetings. You will only be able to exercise the voting rights which attach to the Class A ordinary shares underlying the ADSs indirectly by giving voting instructions to the depository in accordance with the provisions of the deposit agreement. If we ask for your instructions, then upon receipt of your voting instructions, the depository will try to vote the underlying Class A ordinary shares in accordance with these instructions. If we do not instruct the depository to ask for your instructions, the depository may still vote in accordance with instructions you give, but it is not required to do so. You will not be able to directly exercise any right to vote with respect to the underlying Class A ordinary shares unless you withdraw the shares and become the registered holder of such shares prior to the record date for the general meeting. When a general meeting is convened, you may not receive sufficient advance notice of the meeting to enable you to withdraw the Class A ordinary shares underlying the ADSs and become the registered holder of such shares prior to the record date for the general meeting to allow you to attend the general meeting and to vote directly with respect to any specific matter or resolution to be considered and voted upon at the general meeting. In addition, under our Articles of Association, for the purposes of determining those shareholders who are entitled to attend and vote at any general meeting, our directors may close our register of members and/or fix in advance a record date for such meeting, and such closure of our register of members or the setting of such a record date may prevent you from withdrawing the Class A ordinary shares underlying the ADSs and becoming the registered holder of such shares prior to the record date, so that you would not be able to attend the general meeting or to vote directly. Where any matter is to be put to a vote at a general meeting, upon our instruction, the depository will notify you of the upcoming vote and to deliver our voting materials to you. We cannot assure you that you will receive the voting material in time to ensure you can direct the depository to vote your shares. In the event that the depository does not receive your voting instructions by a certain deadline set out in the voting materials, the depository shall deem you have instructed the depository to give a discretionary proxy to a person designated by our company. In addition, the depository and its agents are not responsible for failing to carry out voting instructions or for their manner of carrying out your voting instructions. This means that you may not be able to exercise your right to direct how the shares underlying the ADSs are voted and you may have no legal remedy if the shares underlying the ADSs are not voted as you requested.

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

Certain shareholder advisory firms have 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 Class A ordinary shares and ADSs representing Class A 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 and/or Class A ordinary shares. 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 and/or Class A ordinary shares.

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

We are a Cayman Islands exempted company and the majority 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 current directors and officers are nationals and residents of countries and jurisdictions other than the United States or Hong Kong. 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 or Hong Kong in the event that such shareholders believe that their rights have been infringed under the U.S. federal securities laws, Hong Kong 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 them 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 New York Stock Exchange corporate governance listing standards. These practices may afford less protection to shareholders than they would enjoy if we complied fully with the New York Stock Exchange corporate governance listing standards.*

As a company listed on the New York Stock Exchange, we are subject to New York Stock Exchange corporate governance listing standards. However, New York Stock Exchange rules 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 New York Stock Exchange corporate governance listing standards. We have followed and intend to follow Cayman Islands corporate governance practices in lieu of the corporate governance requirements of the New York Stock Exchange that listed companies must have: (i) a majority of independent directors; (ii) the establishment of a nominating/corporate governance committee composed entirely of independent directors; (iii) a compensation committee composed entirely of independent directors; and (iv) an audit committee composed of at least three members. As a result of our reliance on the “foreign private issuer” exemptions, our shareholders may be afforded less protection than they otherwise would enjoy under New York Stock Exchange corporate governance listing standards applicable to U.S. domestic issuers.

***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 United States domestic public companies.***

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

- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q or current reports on Form 8-K;
- 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 rules under Regulation FD governing selective disclosure rules of material nonpublic information.

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 New York Stock Exchange. 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 than that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

***We are a “controlled company” within the meaning of the rules of the New York Stock Exchange and, as a result, can rely on exemptions from certain corporate governance requirements that provide protection to shareholders of other companies.***

We are a “controlled company” as defined under the rules of the New York Stock Exchange since Tencent beneficially owns more than 50% of our total voting power. For so long as we remain a controlled company under this definition, we are permitted to elect to rely on certain exemptions from corporate governance rules, including:

- an exemption from the rule that a majority of our board of directors must be independent directors;
- an exemption from the rule that the compensation of our chief executive officer must be determined or recommended solely by independent directors; and
- an exemption from the rule that our director nominees must be selected or recommended solely by independent directors.

As a result, you will not have the same protection afforded to shareholders of companies that are subject to these corporate governance requirements.

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

In general, a non-U.S. corporation is a PFIC for any taxable year in which (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the average value of its assets (generally determined on a quarterly basis) consists of assets that produce, or are held for the production of, passive income. For purposes of the above calculations, a non-U.S. corporation that owns, directly or indirectly, at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, rents, royalties (other than certain rents and royalties derived in an active conduct of a trade or business) and certain gains. Cash is generally a passive asset for these purposes. Goodwill (the value of which may be determined by reference to the excess of the sum of the corporation's market capitalization and liabilities over the value of its assets) is generally characterized as an active asset to the extent it is attributable to activities that produce active income.

Based on the composition of our income and assets and the value of our assets, including goodwill, we believe it is reasonable to take the view that we were not a PFIC for our 2022 taxable year. However, we have not conducted a detailed analysis of the composition or valuation of our assets and therefore cannot provide any assurance that we were not in fact a PFIC for our 2022 taxable year. In addition, our PFIC status for any taxable year is a factual determination that can be made only after the end of that year and depends on the composition of our income and assets and the average value of our assets for the entire year. We hold a substantial amount of cash and financial investments and while this continues to be the case, our PFIC status depends primarily on the average value of our goodwill. The value of our goodwill may be determined, in large part, by reference to our market capitalization, which has been, and may continue to be, volatile. Therefore, even if we were not a PFIC in our 2022 taxable year, if our market capitalization declines we may become a PFIC in our current or future taxable years. Moreover, it is not entirely clear how the contractual arrangements between our wholly-owned subsidiaries, the VIEs and the shareholders of the VIEs will be treated for purposes of the PFIC rules, and we may be or become a PFIC if the VIEs are not treated as owned by us for these purposes. For these reasons there is a risk (which, depending on market conditions, may be substantial) that we will be a PFIC for our current or any future taxable year.

If we are a PFIC for any taxable year during which a U.S. investor owns ADSs or Class A ordinary shares, the U.S. investor generally will be subject to adverse U.S. federal income tax consequences, including increased tax liability on disposition gains and "excess distributions," and additional reporting requirements. This will generally continue to be the case even if we cease to be a PFIC in a later taxable year, unless certain elections are made. See "Item 10. Additional Information — 10.E. Taxation — U.S. Federal Income Taxation — Passive Foreign Investment Company Rules."

***Our ADS holders may experience dilution of their holdings due to inability to participate in rights offerings.***

We may, from time to time, distribute rights to our shareholders, including rights to acquire securities. Under the deposit agreement, the depositary will not distribute rights to holders of ADSs unless the distribution and sale of rights and the securities to which these rights relate are either exempt from registration under the Securities Act with respect to all holders of ADSs or are registered under the provisions of the Securities Act. The depositary may, but is not required to, attempt to sell these undistributed rights to third parties, and may allow the rights to lapse. We may be unable to establish an exemption from registration under the Securities Act, and we are under no obligation to file a registration statement with respect to these rights or underlying securities or to endeavor to have a registration statement declared effective. Accordingly, holders of ADSs may be unable to participate in our rights offerings and may experience dilution of their holdings as a result.

***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 depositary. However, the depositary 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 depositary 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 depositary needs to maintain an exact number of ADS holders on its books for a specified period. The depositary may also close its books in emergencies, and on weekends and public holidays. The depositary may refuse to deliver, transfer or register transfers of our ADSs generally when our share register or the books of the depositary are closed, or at any time if we or the depositary thinks it is advisable to do so because of any requirement of law or of any government or regulatory body, or under any provision of the 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 accounting, legal and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC and the NYSE, have detailed requirements concerning corporate governance practices of public companies, including Section 404 of the Sarbanes-Oxley Act relating to internal controls over financial reporting. Complying with these rules and regulations applicable to public companies has increased our accounting, legal and financial compliance costs, making certain corporate activities more time-consuming and costly. We also incur additional costs as a result of our listing on the Hong Kong Stock Exchange. Our management will be required to devote substantial time and attention to our public company reporting obligations and other compliance matters. We cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. Our reporting and other compliance obligations as a public company may place a strain on our management, operational and financial resources and systems for the foreseeable future. In the past, shareholders of a public company in the United States often brought securities class action suits against the company following periods of instability in the market price of that company's securities. If we were involved in a class action suit, it 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 suit. 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 and adverse effect on our financial condition and results of operations.

***The different characteristics of the capital markets in Hong Kong and the U.S. may negatively affect the trading prices of our Class A ordinary shares and/or ADSs.***

We are subject to Hong Kong and NYSE listing and regulatory requirements concurrently. The Hong Kong Stock Exchange and NYSE have different trading hours, trading characteristics (including trading volume and liquidity), trading and listing rules, and investor bases (including different levels of retail and institutional participation). As a result of these differences, the trading prices of our Class A ordinary shares and our ADSs may not be the same, even allowing for currency differences. Fluctuations in the price of our ADSs due to circumstances peculiar to the U.S. capital markets could materially and adversely affect the price of our Class A ordinary shares, or vice versa. Certain events having significant negative impact specifically on the U.S. capital markets may result in a decline in the trading price of our Class A ordinary shares notwithstanding that such event may not impact the trading prices of securities listed in Hong Kong generally or to the same extent, or vice versa. Because of the different characteristics of the U.S. and Hong Kong capital markets, the historical market prices of our ADSs may not be indicative of the trading performance of our Class A ordinary shares after the Listing.

***Exchange between our Class A ordinary shares and our ADSs may adversely affect the liquidity and/or trading price of each other.***

Our ADSs are currently traded on NYSE. Subject to compliance with U.S. securities law and the terms of the Deposit Agreement, holders of our Class A ordinary shares may deposit Class A ordinary shares with the depository in exchange for the issuance of our ADSs. Any holder of ADSs may also surrender ADSs and withdraw the underlying Class A ordinary shares represented by the ADSs pursuant to the terms of the Deposit Agreement for trading on the Hong Kong Stock Exchange. In the event that a substantial number of Class A ordinary shares are deposited with the depository in exchange for ADSs or vice versa, the liquidity and trading price of our Class A ordinary shares on the Hong Kong Stock Exchange and our ADSs on NYSE may be adversely affected.

***The time required for the exchange between Class A ordinary shares and ADSs might be longer than expected and investors might not be able to settle or effect any sale of their securities during this period, and the exchange of Class A ordinary shares into ADSs involves costs.***

There is no direct trading or settlement between the NYSE and the Hong Kong Stock Exchange on which our ADSs and our Class A ordinary shares are respectively traded. In addition, the time differences between Hong Kong and New York, unforeseen market circumstances or other factors may delay the deposit of Class A ordinary shares in exchange for ADSs or the withdrawal of Class A ordinary shares underlying the ADSs. Investors will be prevented from settling or effecting the sale of their securities during such periods of delay. In addition, there is no assurance that any exchange for Class A ordinary shares into ADSs (and vice versa) will be completed in accordance with the timelines that investors may anticipate. Furthermore, the depository for the ADSs is entitled to charge holders fees for various services including for the issuance of ADSs upon deposit of Class A ordinary shares, cancellation of ADSs, distributions of cash dividends or other cash distributions, distributions of ADSs pursuant to share dividends or other free share distributions, distributions of securities other than ADSs and annual service fees. As a result, shareholders who exchange Class A ordinary shares into ADSs, and vice versa, may not achieve the level of economic return the shareholders may anticipate.

*There is uncertainty as to whether Hong Kong stamp duty will apply to the trading of ADSs or deposits in, or withdrawals from, our ADS facility.*

In connection with our secondary listing by way of introduction in Hong Kong in September 2022, we established a branch register of members in Hong Kong, or the Hong Kong share register. Our Class A ordinary shares that are traded on the Hong Kong Stock Exchange, including those that may be withdrawn from the ADS facility, will be registered on the Hong Kong share register, and the trading of these Class A ordinary shares on the Hong Kong Stock Exchange will be subject to the Hong Kong stamp duty. To facilitate deposits in and withdrawals from the ADS facility and trading between the NYSE and the Hong Kong Stock Exchange, we moved a majority of our Class A ordinary shares represented by ADSs from our register of members maintained in the Cayman Islands to our Hong Kong share register.

Under the Hong Kong Stamp Duty Ordinance, any person who effects any sale or purchase of Hong Kong stock, defined as stock the transfer of which is required to be registered in Hong Kong, is required to pay Hong Kong stamp duty. The stamp duty is currently set at a total rate of 0.26% of the greater of the consideration for, or the value of, shares transferred, with 0.13% payable by each of the buyer and the seller.

To the best of our knowledge, Hong Kong stamp duty has not been levied in practice on the trading of ADSs or deposits in, or withdrawals from, the ADS facility of companies that are listed in both the United States and Hong Kong and that have maintained all or a portion of their ordinary shares, including ordinary shares underlying ADSs, in their Hong Kong share registers. However, it is unclear whether, as a matter of Hong Kong law, the trading of ADSs or deposits in, or withdrawals from, the ADS facility of these dual-listed companies constitutes a sale or purchase of the underlying Hong Kong-registered ordinary shares that is subject to Hong Kong stamp duty. We advise investors to consult their own tax advisers on this matter. If Hong Kong stamp duty is determined by the competent authority to apply to the trading of ADSs or deposits in, or withdrawals from, our ADS facility, the trading price and the value of your investment in our Class A ordinary shares and/or ADSs may be affected.

#### ITEM 4. INFORMATION ON THE COMPANY

##### 4.A. History and Development of the Company

###### *Launch of QQ Music, Kugou, Kuwo, WeSing and Lazy Audio*

•*QQ Music*: In 2003, *QQ*, the social network operated by Tencent, launched its online music services. In 2005, *QQ Music* commenced operations.

•*Kugou*: In 2004, *Kugou Music* was launched. In February 2006, Guangzhou Kugou Computer Technology Co., Ltd., or Guangzhou Kugou, was incorporated in China and commenced the operations of *Kugou Music*. In September 2012, Guangzhou Kugou commenced offering its live streaming services through *Fansing Live*, which was rebranded to *Kugou Live* in December 2016.

•*Kuwo*: In December 2005, Beijing Kuwo Technology Co., Ltd., or Beijing Kuwo, was incorporated in China and commenced its operations of *Kuwo Music*. Beijing Kuwo and its then shareholders subsequently entered into a series of contractual arrangements with Yeelon Online Network Technology (Beijing) Co., Ltd., or Yeelon Online, through which Yeelon Online acquired effective control over Beijing Kuwo. In March 2013, Beijing Kuwo launched *Kuwo Live* to offer live streaming services.

•*WeSing*: In September 2014, *WeSing* commenced offering its online karaoke services.

•*Lazy Audio*: We launched *Kuwo Changing*, our long-form audio app, in April 2020. In April 2021, we integrated *Kuwo Changing* with *Lazy Audio*, a well-established audio platform in China operated by Shenzhen Lanren which we acquired in March 2021, and re-imaged the brand *Lazy Audio* (formerly branded as *Lanren Changing* during the relevant periods).

###### *CMC's Acquisition of Guangzhou Kugou and Beijing Kuwo*

In June 2012, China Music Corporation, or CMC, was incorporated in the Cayman Islands. Between December 2013 and April 2014, through a series of transactions, CMC obtained effective control over, and became the primary beneficiary of, each of Guangzhou Kugou and Beijing Kuwo through which it operated substantially all of its online music entertainment services in the PRC.

#### **Combination of Tencent's Online Music Business with CMC**

Prior to July 2016, Tencent held an approximately 15.8% equity interests in CMC. In July 2016, Tencent acquired control of CMC through a series of transactions, pursuant to which Tencent injected substantially all of its online music business in the PRC (which primarily included *QQ Music* and *WeSing*) into CMC in consideration of certain number of shares issued by CMC. Upon the completion of such transactions, Tencent owned an approximately 61.6% equity interests in CMC, and CMC became a consolidated subsidiary of Tencent. In December 2016, CMC was renamed "Tencent Music Entertainment Group," or TME. Ocean Music Hong Kong Limited was renamed "Tencent Music Entertainment Hong Kong Limited," or TME Hong Kong; and Ocean Interactive (Beijing) Information Technology Co., Ltd. was renamed "Tencent Music (Beijing) Co., Ltd.," or Beijing Tencent Music.

#### **Initial Public Offering**

In December 2018, we completed an initial public offering in which we and certain selling shareholders offered and sold an aggregate of 164,000,000 Class A ordinary shares in the form of ADSs. On December 12, 2018, the ADSs began trading on the New York Stock Exchange under the symbol "TME." We have used all net proceeds from our IPO in the manners set forth in our IPO prospectus, including content acquisition, strategic investments, and other operating and investment purposes.

#### **Issuance of Senior Unsecured Notes**

In September 2020, we completed the public offering of US\$800 million aggregate principal amount of senior unsecured notes consisting of US\$300 million of 1.375% notes due 2025 and US\$500 million of 2.000% notes due 2030. The notes have been registered under the U.S. Securities Act of 1933, as amended, and are listed on the Hong Kong Stock Exchange. We received net proceeds from the offering of approximately US\$792.4 million, after deducting underwriting discounts and commissions and estimated offering expenses. We have used and intend to continue to use the net proceeds from such offering for general corporate purposes.

#### **Transaction with UMG**

In March 2020, through one of our wholly-owned subsidiaries we joined a consortium led by Tencent to acquire a 10% equity stake in Universal Music Group, or UMG, from its parent company, Vivendi S.A., at an enterprise value of EUR30 billion. We invested a 10% equity interest in the consortium. The foregoing transaction is referred to in this annual report as the Initial UMG Transaction and was closed in March 2020. The consortium also has the option to purchase an additional 10% equity stake in UMG at the same enterprise value as in the Initial UMG Transaction pursuant to the terms of the transaction documents. In December 2020, the consortium in the Initial UMG Transaction exercised its call option to acquire an additional 10% equity interest in UMG from Vivendi S.A. at the same enterprise value of EUR30 billion as in the Initial UMG Transaction. This transaction is referred to in this annual report as the Second UMG Transaction. In January 2021, we completed the Second UMG Transaction.

#### **Acquisition of Shenzhen Lanren**

In January 2021, we entered into a definitive agreement to acquire 100% equity interest of Shenzhen Lanren, which operates *Lazy Audio*, a well-established audio platform in China, for a total consideration of RMB2.7 billion, primarily payable in cash, plus certain post-acquisition awards to Shenzhen Lanren's management team. Founded in 2012, Shenzhen Lanren provides entertainment in the forms of audiobooks, Chinese comedy, podcasts and other radio shows to customers via its comprehensive audio platform *Lazy Audio*. It monetizes via different channels, including pay per title, subscription payment for content, and advertising. *Lazy Audio* has developed into a thriving community with strong user interactions and engagement, providing superior content and services to audio users across China. Our acquisition of Shenzhen Lanren was completed in March 2021. In April 2021, we integrated *Kuwo Changting* with *Lazy Audio* and re-branded the brand *Lazy Audio* (formerly branded as *Lanren Changting* during the relevant periods).

#### **Listing on the Hong Kong Stock Exchange**

In September 2022, we completed the secondary listing, by way of introduction, of our Class A ordinary shares on the Main Board of the Hong Kong Stock Exchange. On September 21, 2022, our Class A ordinary shares commenced trading on the Main Board of the Hong Kong Stock Exchange in board lots of 100 Class A ordinary shares under the stock code "1698," and the stock short name is "TME-SW." Since no offering and sale of any additional Class A ordinary shares was made, we did not receive any proceeds from the secondary listing by way of introduction. The Class A ordinary shares listed on the Main Board of the Hong Kong Stock Exchange are fully fungible with the ADSs listed on the NYSE.

#### Corporate Information

Our corporate headquarters is located at Unit 3, Building D, Kexing Science Park, Kejizhongnan Avenue, Hi-Tech Park, Nanshan District, Shenzhen, 518057, the People's Republic of China. Our telephone number at this address is +86-755-8601-3388. Our registered office in the Cayman Islands is located at the office of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

We are subject to the periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. 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 within four months after the end of each fiscal year. The SEC also 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. Such information can also be found on the Company's investor relations website at <https://ir.tencentmusic.com>.

#### 4.B. Business Overview

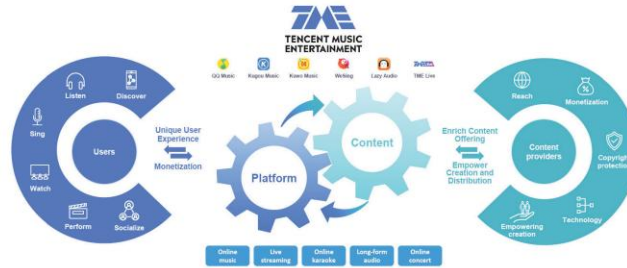
##### Who We Are

Music is a universal passion. No matter who we are, where we come from, we all have our favorite songs, albums or artists. Music enriches our lives by reaching us in deeply personal ways and connecting us with each other through engaging, social and fun experiences. We are pioneering the way people enjoy online music and music-centric social entertainment services.

We offer an all-in-one online entertainment experience for people to discover, listen, sing, watch, perform and socialize around music. To bring a more diversified experience to our users, we have also expanded our platform to offer long-form audio services. We believe music and audio content can deliver experiences that are visual, immersive, interactive, socially engaging and fun.

Just as we value our users, we also respect those who create content. This is why we champion copyright protection and work relentlessly to support our content partners with broad audience outreach and valuable resources and technology. Through years of efforts, we help promote a more sustainable music entertainment industry in China. Our scale, technology, commitment to copyright protection, and ability to promote original works have made us a preferred partner for musicians and content owners.

We are the largest online music entertainment platform in China in terms of MAU as of December 31, 2022.



##### What We Offer on Our Platform

The TME platform is an all-in-one music and audio entertainment destination that allows users to seamlessly engage with a broad range of music and audio content in many ways, including discovering, listening, singing, watching, performing and socializing. We adopt a dual engine content-and-platform strategy to constantly enrich content offerings on our platform, while empowering



content creation and distribution and delivering a compelling user experience. Through our vibrant community, technologies, and visual and interactive features, we enhance our user experience, engagement and retention.

• **Online music services**, primarily our *QQ Music*, *Kugou Music* and *Kuwo Music*, enable users to discover, enjoy and share music in personalized ways. We provide a broad range of features for music discovery, including smart recommendations, music ranking charts, playlists, official music accounts and digital releases. We also offer comprehensive long-form audio content including audiobooks, podcasts and talk shows, as well as music-oriented video content including music videos, live performances and short videos.

• **Social entertainment services** allow our users to sing, watch and socialize on our platform. We deliver online karaoke services primarily through *WeSing*, which enables users to sing along from our vast library of karaoke songs and share their performances either in audio or video formats with friends. We also deliver music-centric live streaming services primarily through the “Live Streaming” tab on *QQ Music*, *Kugou Music*, *Kuwo Music*, *WeSing*, *Kugou Live* and *Kuwo Live*, providing an interactive online stage for performers and users to showcase their talent and engage with a diverse audience base.

#### A Unique Online Music Entertainment Experience

We have four major apps — *QQ Music*, *Kugou Music*, *Kuwo Music* and *WeSing* — through which we provide online music and social entertainment services to address the diverse music entertainment needs of a massive audience in China. We also offer *Lazy Audio*, our dedicated long-form audio app as an effective complement to our flagship music-centric mobile apps. These apps are highly complementary to each other as they focus on different content categories and target diversified groups of audience. Over the years, we have purposely built them to serve the broad user demographics across China with content curation and recommendation that suits their differentiated tastes and preferences.

From a content library perspective, *QQ Music*, *Kugou Music* and *Kuwo Music* are substantially integrated as they share access to all of the tracks that we license from music labels. At the same time, we have a high degree of user overlap between our online music services and social entertainment services as a result of the complementary nature of our products that organically direct user traffic from our online music services to our social entertainment services, and vice versa. We also adopt a holistic approach in operating our online music services and social entertainment services in terms of content sharing, user engagement, technology development and support, and monetization.

Besides our major apps, we also offer certain ancillary products, services and initiatives designed to engage both users and content creators through diversified music formats and mediums. All of these form part of our broader music entertainment ecosystem, which distinguishes us from our peers. For example, we offer *TME Live*, our proprietary online-and-offline music concert initiative, as well as *Tencent Musician Platform*, an online service for selected aspiring musicians to showcase their talent, passion and original works for the broadest possible audience. We have also launched AIGC tools to empower music-related content creation and enhance production efficiency. In 2022, we unveiled our virtual pop idols, who we brought to life with original content, unique voices, dance moves, and more. Our virtual performers can generate a record-grade vocal print, which is developed by TME LYRA LAB’s *LyraSinger Engine*. These ancillary services and initiatives were developed to serve our large, growing network of content creators, including both established and emerging artists. Through these ancillary services and initiatives, we are able to continuously diversify our content offerings, strengthening the bonding between artists and their audience. See “—Our Content — Our Content Strategies — Cultivating Aspiring Artists” for more information about *Tencent Musician Platform*. We currently do not rely on these ancillary services and initiatives to generate any material revenues or profits. However, by allowing users to listen, sing, watch and share music in different ways and in a variety of use cases, they greatly complement our major music apps and form an essential part of the all-in-one music and audio entertainment ecosystem that offers a one-stop experience to all users.

#### Online Music Services

We deliver our online music services primarily through *QQ Music*, *Kugou Music* and *Kuwo Music*, each of which has attracted a large and avid user base. We purposely built these mobile apps to serve the different user demographics across China with music that suits their differentiated tastes and preferences. Through *QQ Music*, we offer a comprehensive music library and a broad range of music-oriented video content, with a focus on popular artists and leading hits for younger music lovers in metropolises in China. *Kugou Music* offers a broad set of entertainment features, with a mass market focus and strong user penetration in broader geographies. *Kuwo Music* primarily focuses on selected genres and segments, such as DJ mixes and children’s songs, to cater to users’ diverse music preferences. While maintaining complementary focuses of content curation and recommendation, *QQ Music*, *Kugou Music* and *Kuwo Music* are substantially integrated in terms of our comprehensive content library as they share access to the tracks that we license from music labels.

Users may use basic features on *QQ Music*, including streaming, without logging in. To purchase subscription packages and enjoy additional features, such as creating personal playlists, users need to log into *QQ Music*, which requires a *Weixin* or *QQ* account. Users may register with and access our online music services on *Kugou Music* and *Kuwo Music* using their mobile phone numbers, or through their *Weixin* or *QQ* accounts.

We make enjoying to music simple and fun through discovery and personalization:

•**Listening experience and beyond.**

•**Advanced music player.** We offer various functions to enhance user experience, such as sound quality optimization, shuffle play, day/night modes and music caching. We have also developed a variety of audio settings that fit different songs, use cases, moods and output devices. Our cloud-based services enable users to synchronize their playlists on different devices. A wide selection of proprietary sound effects is at users' option, catering to their diverse music tastes and preferences. For instance, *Kugou Viper Sound* innovatively developed a three-dimensional sound effect to resemble music live, offering users a novel and fun listening experience. Moreover, we are the first music platform in China to offer *Dolby Surround Sound* effect to our Super VIP Membership subscribers and in-car users, offering them immersive audio experience. In addition, we provide an innovative feature called *Muse Engine* that facilitates automated production of music posters on a large scale, utilizing melody and lyrics as the input.

•**Attractive video content.** As our collaboration with *Weixin Video Accounts* grows stronger, we are consistently enriching the music video content on both TME platforms and *Weixin Video Accounts*. This in-depth collaboration in music promotion is proving to be highly valuable for our musicians. Based on our understanding of user preferences, the music-related video content we provide to *Weixin Video Accounts* is immensely popular among *Weixin* users, and ranks among the best in the music category of *Weixin Video Accounts*. We encourage user engagement by allowing *Weixin* users to share their own music video performances on *Weixin Video Accounts*. Additionally, to make music listening more fun, we added visual elements to our content offerings, allowing users to enjoy a visual feast while playing a song. For example, by embedding music videos in music streaming pages, we created video-based music products, further catering to the needs of users for consuming music videos and bringing in a more immersive audio-video experience.

•**Personal homepage.** Users have their own customized homepages where they can manage their playlists and access recently downloaded and/or streamed music content. It also provides various functions, such as following artists, purchasing subscription packages, tracking activity data and changing app themes.

•**Music discovery.**

•**Search.** Users can discover music content through our powerful search engine. They can search music content across playlists, music charts, artists and genres. Our award-winning song recognition tool allows users to discover a randomly heard track of music without having to know a single key word.

•**Smart recommendations.** With our algorithms that intelligently detect users' evolving music tastes, we then recommend music to users as part of their search as well as through daily songs, new songs, music radios and users' favorite songs based on what they listen to. We have been improving the efficiency in content curation and accuracy of smart recommendations by utilizing deep learning and data analytics, which has resulted in a substantial increase in average daily streams and user engagements for both online music and social entertainment services. As we expand our content library, we continue to improve our knowledge about music and users' preferences by refining our music metadata tagging. This allows us to further enhance our music discovery and recommendation capabilities.

•**Music charts.** As part of our dedication to promoting healthy and sustainable industry development, we strive to establish inclusive and professional music charts that accurately assess and reflect China's music industry. To achieve this, we have created the *TME Chart*, which is supported by our data-driven *TME Uni Chart* and our expert review-based *TME Wave Chart*. Together, they form a robust music rating infrastructure that aligns with our mission.

•**Curated playlists.** We offer curated playlists covering a wide variety of genres, themes, languages and moods. We are also adapting to the preferences of younger music users by adding genres such as urban, electronic dance music ("EDM"), animation, comic and gaming, as well as Chinese Ancient Style. Our extensive playlist offerings include curated playlists created by our music editorial team, machine-generated playlists, and user-generated playlists. We also encourage users to create their own playlists to share, thereby further amplifying their exposure within our online music community. Our interactive playlists can be jointly built and edited by multiple users,

allowing users to break through the barriers of time and place while dynamically integrating listening with social interaction.

•*Official music accounts.* Users can subscribe to their favorite official music accounts operated by both established and aspiring artists, columnists and other music industry key opinion leaders. Through their official music accounts, owners can upload and share songs, videos, literature, photos and other music-oriented content.

•*Social experience.*

•*Facilitate interactions among friends.* Our platform delivers a superior and unique social music experience. Users can share their songs or playlists via *Weixin* or *QQ* and other major social platforms. Furthermore, we have upgraded the synchronized listening feature in *QQ Music* to encourage interactions among friends. While listening to a song, users can interact with others listening to the same song by posting and exchanging comments. They can also create their own lyrics posters and share them with friends.

•*Help users connect with those sharing common interests.* We provide users with various exciting ways to interact with their favorite artists, including enjoying digital singles and albums released by artists. As we aspire to connect people through music, our social and community-building efforts also focus on interactions among not only friends and families but also strangers with a shared passion for music. We also launched an entertainment feature on *QQ Music, Tan Go*, which allows users to play with and truly feel the rhythm of selected songs by touching the keypads on the screen and following the tempo of the songs. Additionally, we introduced VR Listen Together on *TME LAND*, which enables users to gather their avatars in virtual settings such as camping, rooftop chats, and New Year celebrations to listen to content together. We also offer the *Leap of Heart* function to enable a user to listen to songs another user is listening to with just a single click. These efforts have enabled users to stay connected with their friends and even strangers through music, to discover music that is trending around them and to share music with those they care about. This in turn allows us to gain useful insight to improve music discovery and recommendations for our users.

*Our Long-form Audio Offerings*

We provide extensive, diverse long-form audio content offerings covering a broad range of selected genres and segments such as audiobooks, podcasts, cross talks and talk shows. In an effort to expand and diversify our long-form audio content, we have enriched our podcast ecosystem and bolstered our joint content operations with popular IPs. As a result, mid- and long-tail podcast hosts are flourishing within the TME ecosystem. To further strengthen our long-form audio content offerings, we have added more audiobooks based on novel IPs, as well as self-produced paid children's literature. In addition, we have enhanced our Text-to-Sound (TTS) technology to facilitate and supplement podcast content production.

As we grow our long-form audio offerings, we have designed our products to unlock significant value from both music and standalone long-form audio apps. This approach allows us to leverage our massive existing music user base to drive penetration of our long-form audio content offerings.

*Social Entertainment Services*

As users are increasingly looking for a variety of entertainment that goes beyond listening to music on our platform, we offer users simple and entertaining ways to sing, watch and socialize, whether it is with a friend, a group of friends, or other users on our platform. Our music-centric social entertainment services include online karaoke social community and live streaming of music performances.

*Online Karaoke Social Community*

Karaoke is a popular way of enjoying music in China, whether at a weekend party, a family event or a simple social gathering. This is what inspired us to introduce our online karaoke social community in 2014 — to make it easier for users to sing and have fun with friends. Our online karaoke social community is a platform for users who want a simple stage to share their love of music and singing, or a springboard to launch their careers as the stars of tomorrow.

We deliver online karaoke services primarily through *WeSing*, China's leading online karaoke social community, as well as the "Sing" function on *Kugou Music*. We currently offer millions of karaoke songs covering a broad range of genres, and we continue to review and update our karaoke song library to keep it fresh, current and popular. Over these years, we have continued to establish *WeSing* as a social entertainment platform with singing at its core. Our focus is to engage users by demonstrating the power of singing in socializing, celebrating and supporting our community in a meaningful way, and creating tools that deliver a more personalized and enjoyable singing experience. We currently require users to register with and access services and functions on *WeSing* using their

*Weixin* or *QQ* accounts, as *WeSing* is primarily used by users to socialize with their friends on *Weixin* or *QQ* through music. Such linkage between *WeSing* and *Weixin* or *QQ* has in turn also enriched Tencent's content ecosystem by providing *Weixin* or *QQ* users with convenient access to our content. We also offer the *WeSing Lite* app with streamlined functionality designed to attract users who may appreciate a simpler interface.

Users can sing along from our vast library of karaoke songs and share their performances, either in audio or video formats, with users connected on *Weixin* or *QQ*. Karaoke songs recorded by users significantly augment our user-generated music content library.

*WeSing* has functions and features designed to drive user engagement, social interaction and entertainment, including:

- **Singing features.** Users can record their karaoke songs in audio and video formats. They can not only sing alone, but also sing duets with celebrities or other users and then make a complete song to share with their friends. Users also receive a system-generated assessment of their performance which helps them continue improving their singing. In addition, users may edit recordings of karaoke songs with a large selection of special audio and visual effects, or record songs at offline mini-KTV booths and share their performances online. To make the singing functions more accessible to mass users and improve recording performance and online singing experience, we have continuously upgraded the audio and video recording tools, including multi-genre remix, auto-tune and quick sing, making it simpler and fun for users to create and publish recordings. *WeSing* also pioneered the industry's voice synthesis technology, allowing music rookies to create a virtual singer based on their own voice.
- **Virtual karaoke rooms.** Users can create virtual karaoke rooms and invite their friends or others to join an online karaoke party anytime and anywhere. In a singing room, users can sing and interact with each other by voice and text chatting, sending virtual gifts and holding sing-offs for most likes and gifts. In addition, *WeSing's* multi-person singing rooms, available in both video and audio formats, have consistently enhanced real-time interaction scenarios on the platform. Our *Friend Karaoke Room* also enables families and friends to sing, chat, play and socialize, bringing the offline karaoke experience online for our users to enjoy real-time social interactions. We have also upgraded *WeSing's* online karaoke rooms to offer a broader suite of online singing experience, including different party sizes ranging from solo and duet to small and large groups, as well as catering to different needs, such as singing-on-demand, sing along on demand, singing practice and cross-room activities.
- **Online singing groups.** Users can discover and join a larger online singing group of people sharing common music interests. Online singing groups provide users with a great way to create online music communities, meet new like-minded friends, improve their singing performances and have fun socializing online. We also introduced an online service model featuring on-demand vocal accompaniment. This effectively mobilizes karaoke stars on the platform with potential commercialization opportunities to reward their singing talent.
- **Live performance.** Users can stream their singing performance through interactive live streaming sessions where users can interact with others by chatting and giving virtual gifts.
- **Value-added services.** While users may access our basic karaoke functions free of charge, they can also purchase virtual gifts to send to their favorite singers and subscribe for memberships that come with value-added functions, such as higher soundtrack resolution, additional app themes and access to singing tutorial programs.
- **Multi-media content enrichment.** We use full-screen videos for our user interface design on the recommendation page to make content browsing more immersive and engaging. We also enhanced the recommendation algorithms for greater content exposure and interaction experience. In turn, such technology improvements have incentivized users to publish more content, generating a virtuous cycle for users to create, publish and share content on the platform.
- **Content creation.** We have continued to popularize the music creation process within *WeSing*, encouraging more users to become content creators. We also provide users with a virtual stage background and avatar for video recording, as well as the option to create a personalized short video by simply recording their voices with a semi-finished video supplied by *WeSing*.

#### *Live Streaming of Music Performances*

Live music performances provide real-time interactions compared to recorded content. They can be exciting, exhilarating and engaging. This motivated us to provide a venue for performers to express themselves, share their creative work and for audiences to enjoy a completely different, interactive music entertainment experience.

We offer live streaming of music performances primarily through the “Live Streaming” tab on *QQ Music*, *Kugou Music*, *Kuwo Music*, *WeSing*, *Kugou Live* and *Kuwo Live*. Having these multiple live streaming platforms built in our core music apps allows us to organically attract the massive online music user bases of each of our music apps to our live streaming offerings and seamlessly serve their diversified social entertainment needs for visual and interactive content. Professional artists and other performers alike can stream their singing and other performance to a vast online audience, fostering a vibrant online social music entertainment community.

We offer users the option to register with and access our live streaming services using their *Weixin* or *QQ* accounts. Alternatively, users may also register with and access our live streaming services using their mobile phone numbers, without *Weixin* or *QQ* accounts.

Our live streaming platforms cultivate an engaging and interactive environment for both the live streaming performers and the audience to create, discover, socialize and have fun together, mainly featuring the following:

•**Music-centric live streaming content.** Our live streaming content features a broad range of performance categories such as singing, instrument playing and DJ performances by both professional artists and other performers. Most of our live streaming users also use our online music or online karaoke services. Our data analytics technology enable us to provide recommendations of relevant live streaming content based on what our users are listening to or singing on our platform. For example, when a live streaming performer on *Kugou Live* performs a song, a message bubble pops up instantaneously on *Kugou Music* notifying users listening to the same song. This allows users to seamlessly access this performer’s live streaming sessions on *Kugou Live*. As an integral part of our international expansion strategy, we will seek to bring our quality live streaming content to international users.

•**Music events and talent shows.** To further diversify our live streaming content offerings, we offer virtual concerts performed by professional artists as well as music events, music variety shows and fan meetings on our live streaming platforms to allow our users to support and interact with their favorite artists through various ways.

•**Social functions.** Our social features make everyone a part of the show. Performers and users interact in various formats, such as voice and text chatting, video chatting, rating a performer’s performance and sending virtual gifts. On our platforms, live streaming performers can engage in a variety of real-time singing and performance contests against each other, where users can send virtual gifts to their favorite performers. Users can also request to have a favorite song performed by a live streaming performer by sending a virtual gift. At any time during a live streaming session, users may choose to follow a performer they adore to receive notifications of future performances.

•**Cultivation of music talents.** We believe that our audio livestreaming business, combined with our expertise in artist incubation, provides ample space and support for our musicians to grow. Leveraging our experience in nurturing rising talent, we are creating more opportunities for our indie musicians to develop into promising live streaming performers. For example, in 2022, our self-produced hits such as “Puppetry” and “Echo” drove substantial growth in the number of fans for their respective artists, resulting in increased copyright revenue and live streaming income. We are also fostering a closer connection between audio live streaming and our music platforms. Following the successful expansion of audio live streaming by *QQ Music*, *Kugou Music* has now begun to establish its presence in this field. This has enormous growth potential, given its massive user base for music.

We encourage our live streaming performers to sing and engage in other music performance on our platform. Our live streaming platform becomes a large stage for performers to captivate and engage audience with similar interests and easily access attractive revenue opportunities, enabling them to develop their artist image and pursue their goals of becoming popular artists. Live streaming performers on our platform include professional artists and aspiring performers, as well as ordinary people who want to share their music.

We seek to establish and maintain stable, mutually beneficial relationships with live streaming performers. In particular, as part of our content strategies, we nurture promising live streaming performers and help them reach a wider audience and make a living from their performances. We provide them with performance training and promotion support to increase their exposure. Our platform further provides a differentiated way for live streaming performers to engage with their audiences and reach a larger audience base to raise their profiles in the industry.

We help popular live streaming performers release new singles and albums. This not only enriches our comprehensive music content offerings but also attracts more traffic to both of our music and live streaming services, increasing user engagement and loyalty on our platform.

Live streaming performers are required to enter into a cooperation agreement with us. Such agreements generally contain provisions that require the performer to live stream on our platform with typically a one-to-three-year term. We have a revenue sharing model in which the performers (and their talent agencies, if applicable) share with us a percentage of the virtual gift sales generated from their live streams.

#### **Other Music Services**

We offer other services to drive user traffic, deepen user engagement and increase monetization. Such services primarily include (i) sales of music-related merchandise, including *Kugou* headset, smart speakers, *WeSing* karaoke microphones and Hi-Fi systems, (ii) services that help smart device and automobile makers build and operate their branded music services on their devices and vehicles, and (iii) online music event ticketing services.

In order to provide users a consistent and cohesive listening experience, we started to forge Internet of Things (“IoT”) partnerships with leading manufacturers of cars, smart speakers and smart watches in 2019, which provided further channels for user acquisition. As a new music content consumption channel, IoT enhances our ability to effectively roll out and promote new music content to a wider audience in a broader set of use cases in users’ daily lives, making our services more accessible and more convenient to our users. We also expanded our coverage of a broader set of music usage scenarios, integrating with smart speakers, in-car audio systems, smart watches and TV, and making inroad into the public performance market.

#### **Our Content**

We are dedicated to building a comprehensive and up-to-date content library covering our users’ favorite content across both genres and formats. We have a comprehensive content library with over 150 million music and audio tracks as of December 31, 2022.

#### **Diverse Content Library**

We offer a diverse range of professional as well as user-generated recorded and live content across various formats. Our content generally spans five different types:

##### **•Songs.**

- Features songs performed by both established and aspiring artists in China and around the world.
- Underpinned by a comprehensive original content production system leverages our technology capabilities and deep understanding of music as well as internal and external resources to systematically create, evaluate and promote music.
- Represents a variety of themes such as latest top hits, internet hits, time favorites and movie soundtracks.
- Covers a broad range of music genres, including pop, rock, indie, hip hop, R&B, classical, jazz and electronic music in various languages including Mandarin, Cantonese, English, Korean and Japanese.
- Categorized by listening habits, settings and moods, such as workout, travel, study and work, relaxation and many more.
- Adapts to the preferences of younger music users by covering a wide range of genres such as urban, EDM, animation, comic and gaming, as well as Chinese Ancient Style.

•**Live streaming of music performances.** Professional artists along with aspiring and other performers stream music and other performances in real time to our online audiences. These live streams allow users to experience and enjoy live music performances and interact with the performers in a variety of ways. Additionally, we offer live streaming of more professionally organized online concerts and music events for more established artists.

•**Recorded video and audio.** Various recorded music-oriented video content, such as full-length music videos, short videos, both professionally- and user-generated, behind-the-scenes footage, artist interviews, music-focused variety shows and music awards shows, as well as audiobooks, podcasts and talk shows covering a diverse set of topics on children, education, history and humanity, among other things.

•**Karaoke songs.** Millions of online karaoke songs and the related user comments, which further expand the breadth of our music content offerings, enhancing our user experience and engagement.

•**Reviews and articles.** We supplement our music content offerings through an enormous library of reviews and articles about music and artists, written or curated by our in-house editorial team. We place links to the featured music in the articles to provide users with even more choices of content.

## **Our Content Strategies**

### *Partnering with Music Labels and Leading Industry Players*

Currently, we primarily license top hits and premium content from major domestic and international music labels for a broad audience base. All the tracks that we license from music labels are generally available to users across our online music apps and, to the extent permitted by the terms of our licensing agreements with the licensors, our social entertainment products, except under certain circumstances where the artists or rights owners require us to publish their content under specific subscription packages or in a specific format. See “— Content Sourcing Arrangements.”

Given the reach of our platform and our ability to help users discover music, we have become one of the most preferred and effective platforms for music labels and artists to gain exposure to and gauge the popularity of their music with their audience base. Over the years, we have developed long-term relationships with a broad range of music labels including major domestic and international labels that provide us valuable opportunities to collaborate on new album releases, music events and other initiatives. We also collaborate with established artists and major music labels to promote and release digital albums for our massive user base.

We are continuously diversifying across content type, genres and formats on our platform. Additionally, while broadening our offering of copyrighted music, we have also been working closely with industry participants, artists and other partners to create and produce more differentiated content, and co-produced dozens of chart-topping songs across gaming, film, literature and comic categories.

In addition, we have collaborated with leading music charts and magazines worldwide to increase the exposure of Chinese artists and songs globally. Built on our collaborations with Billboard, we have announced the integration of TME UNI Chart as the only music chart from mainland China on Billboard. Additionally, we jointly released the 2022 Annual Music Report with Billboard, which attracted a record-high number of visitors. We have also supported the growth of Chinese musicians such as Pan Yunqi, who has quickly risen to become a rising star. By partnering with Coca-Cola's music event in the fourth quarter of 2022 and promoting her through Billboard's global network, we were able to help her gain more recognition. Furthermore, Pan Yunqi came in third place in The Voice of China 2022 and was featured on the cover of Billboard's December 2022 issue.

We also seek to deepen our partnerships with the broader Tencent ecosystem to create new music entertainment experiences and content. Throughout 2022, we expanded our collaboration *Weixin Video Accounts* to enrich users' visual experience and explore new avenues to distribute music and video content. For example, we deepened the collaboration between *TME Live* and *Weixin Video Accounts*, allowing a broader user base to participate in concerts and experience innovative online-merge-offline interactions. We also offer a song recognition feature in *Weixin Video Accounts* that can automatically identify the background music of videos from *Weixin Video Accounts*, direct users to *QQ Music* to listen, and allow users to set such music as their Weixin ringtone or use in their own videos.

### *Enhance In-House Original Content Development Capabilities*

We continue to invest in original content production to meet user demands for diverse forms of music entertainment. We have established a comprehensive set of original content production capabilities that leverage our technology capabilities and deep understanding of music as well as internal and external resources to systematically create, evaluate and promote music. For instance, we launched a smart music assistant functionality, enabling creators to quickly make decisions through our proprietary predictive content discovery model (the “PDM”) at key stages of the music production process, such as demo screening, and trade of lyrics and melody. We also rolled out a voice synthesis technology, *Lingyin Engine*, to quickly and vividly replicate singers' voices for use in original songs of any style and language. See “— Technology and Data Capabilities — Technology” for details. Furthermore, we have developed a number of content promotion tools that integrate our internal and external promotion resources, providing a one-stop service to help artists and songs reach the targeted audience and gain popularity. Powered by these advanced tools and technologies, our artists have created quality and popular works, serving a wide range of users' tastes and adding a great complement to our content library.

### *Cultivating Aspiring Artists*

We are not just a platform for established artists but also one for discovering and cultivating rising music talents. We provide opportunities for newer generations of aspiring artists to fulfill their ambitions to sing and perform by supporting them in areas such as content curation, marketing, promotion, monetization and career training. We are proud to have promoted the singing careers of many new music stars who got their start on our platform. We also work closely together with music labels to identify and cultivate aspiring artists on our platform.

Cultivating original works and enriching the indie musician ecosystem through our *Tencent Musician Platform* leads to our content differentiation. *Tencent Musician Platform* is our online service for selected aspiring musicians to showcase their talent, passion and original works for the broadest possible audience. We support our indie musicians with useful tools and collaborative opportunities to realize their full potential, and create, grow, engage and monetize their art and audience base. We do this in part by providing them access to valuable resources, from song production and domestic and overseas promotion, all the way to artist and repertoire development, incentive plans, performance resources, copyright protection and career training. In 2022, we recommended a diverse group of our musicians to various shows and events hosted by TME and sponsored by well-known brands, demonstrating our commitment to amplifying the influence of talented artists. Additionally, by continuously launching smart features and tools for indie musicians to accelerate song composition and release, our *Tencent Musician Platform* has empowered them to create more than 2.3 million musical works by the end of 2022.

*Tencent Musician Platform* has also established the sustainable and diverse monetization models for musicians and the industry. Throughout 2022, we rolled out several incentive programs to help high-quality content and artists gain exposure across our platforms. For example, we introduced a new service to easily mass-distribute musicians' works globally to over 150 popular platforms and disseminated songs to overseas audiences. We also launched *TME Artists' Albums* which helps musicians release digital albums and generate income therefrom.

Our ongoing support to indie musicians resulted in a growing number of indie musicians on our platform. By the end of 2022, the number of indie musicians on the *Tencent Musician Platform* reached 390,000.

#### *Fostering User Content Creation*

To further extend the breadth of our content offerings, we allow users to upload content in the forms of karaoke songs, live streaming performance, short-and long-form videos and other formats of music-oriented content. This user-generated music content further engages users and enhances their experience, both as content creators and as audience.

We leverage our data analytics technologies to recommend content generated by karaoke singers and live streaming performers to help increase their exposure.

Furthermore, we added additional video and long-form audio formats to our content offerings and continued to launch social media initiatives and additional lite versions of our apps to attract a broader group of users. We also developed innovative ways for users to enjoy personalized content by consistently improving our music content tagging process and analyzing our platform's data repository to better fulfill users' music tastes and preferences. We believe that all of these initiatives are strategic, long-term investments that will improve our user experience, attract more customers to contribute to more user-generated content on our platform, driving a virtuous cycle for sustained growth and monetization.

#### *Explore Innovative Content Forms*

We constantly innovate brand new forms of content that our users love. For example, we leverage *TME Live* to create new online-merge-offline music scenarios. Throughout 2022, *TME Live* hosted 63 concerts and continued to innovate in terms of interactive formats and monetization models. *TME Live*'s series of music performances sponsored by e-commerce, automotive and other advertisers, helped brand owners dynamically resonate with users and maximize their brands' emotional impact, while simultaneously fostering new business models.

In addition, we continued to expand music use cases and capture the vast underlying monetization opportunities via *TME LAND*, China's first virtual music carnival that we launched in 2021. Throughout 2022, we teamed up with well-known domestic and overseas brands to build up customized live shows, attracting millions of users joined the events in their avatars.

#### **Content Sourcing Arrangements**

Content is the foundation of our platform. We license from, and pay royalties to, the following major rights holders to obtain the vast majority of the music content offered on our platform.



•**Music labels and music copyright owners**

- We have strong partnerships with a wide range of music labels and other copyright owners. We license musical recording rights and/or music publishing rights underlying music content mainly on terms ranging from one to three years from domestic and international music labels.
- We pay for music labels for licensed music content based on licensing fee and revenue-sharing incentive royalties. Under such fee arrangements, the amounts of licensing fees and incentive royalties depend on multiple factors including the type of content, the popularity of the performers, as well as our relationships with the licensors. Payments under the licenses are generally made in installments throughout the duration of the licenses.
- Our licensing agreements with music labels and music copyright owners are on a non-exclusive basis.
- The licensing agreements will specify whether we have the right to sublicense the content we source from music labels and copyright owners.
- Our licensing agreements with music labels and copyright owners generally expire upon the end of the term, which typically range from one to three years, unless otherwise terminated earlier pursuant to the relevant provisions in certain circumstances, such as a material breach of contract.

•**Individual artists**

- We also enter into licenses with individual artists or their agencies to bring a broader and more diverse range of content offerings on our platform. See “— Our Content Strategies — Cultivating Aspiring Artists” for more information about *Tencent Musician Platform*, an online service designed to nurture aspiring individual artists.
- We typically pay these individual artists performance-based licensing fees. We may also make prepayments and/or pay fixed content fees to certain individual artists, depending on various factors including their historical performance and popularity among users.
- The licensing agreements between us and individual artists are either on a no more than three years’ exclusive basis, or on a non-exclusive basis.
- Subject to the contract terms with specific individual artists, we may sublicense the relevant individual artists’ content to other parties.
- The agreements between individual artists and us generally expire upon the end of the term, which is typically three years, unless otherwise terminated earlier pursuant to the relevant provisions in certain circumstances, such as a material breach of contract.

•**Live streaming performers and their agencies**

- User-generated content from live streaming performers (and their talent agencies, if applicable) is covered by revenue-sharing arrangements, under which they are entitled to a percentage of the revenue generated from sales of virtual gifts attributable to their performance on our live streaming platforms. Payment to live streaming performers (and their talent agencies, if applicable) is typically settled periodically. We generally seek to maintain the revenue sharing ratio at a level that we believe is comparable to those of our peers in the industry.
- Our agreements with live streaming performers (and their talent agencies, if applicable) will specify certain qualitative and quantitative requirements that they must meet in order to be entitled to their share of the revenue.
- Live streaming performers (and their talent agencies, if applicable) own the intellectual property rights of the live streaming content they create, and we are permitted to use such content on our platforms pursuant to our agreements. In addition, users uploading user-generated content on our platform typically agree to grant us the associated copyright of such content. For additional details concerning our copyright protection with respect to user-generated content, see “— Intellectual Property — Copyrights” and “Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — We allow user-generated content to be uploaded on our platform. If users have not obtained all necessary copyright licenses in connection with such uploaded content, we may be subject to potential disputes and liabilities.”
- Our agreements with live streaming performers or their agencies are either on an exclusive or non-exclusive basis.
- Our agreements with live streaming performers (and their talent agencies, if applicable) generally expire upon the end of the term, which usually ranges from one to three years, unless otherwise terminated earlier pursuant to the relevant provisions in certain events, such as a material breach of contract.

## How We Generate Revenues

We generate revenues primarily from (i) online music services and (ii) social entertainment services and others.

### Online Music Services

Our revenues generated from online music services were RMB9,349 million, RMB11,467 million and RMB12,483 million (US\$1,810 million), accounting for 32.1%, 36.7% and 44.0% of our revenues in 2020, 2021 and 2022, respectively.

#### Paid Music and Audio Content

We offer users subscription packages across our *QQ Music*, *Kugou Music* and *Kuwo Music* products to access our content. Subscription packages are available at different prices to provide users with different combinations of features and privileges. For example, users subscribing for our basic subscription package are offered a fixed amount of downloads per month of our music content offerings and access to certain pay-for-streaming content, and users subscribing for our premium memberships have access to add-on features and privileges including additional personalized app themes and avatar designs, more sound effects that enhance listening experiences, and faster streaming and download speed. We also offer users higher-end subscription package Super VIP Membership with a variety of compelling privileges, such as Blu-ray playback of the concert at the highest resolution and cache and projection on TV screens. In addition, we offer certain privileges and benefits that are only available to paying users to encourage user spending and paying user conversion and retention on our platform.

We also operate a “pay-for-streaming” model where selected songs are made available only for streaming (as opposed to streaming and downloading) by paying users during the term of the subscription. We believe that this model has been driving the number of paying users and paying ratio of our online music services. We will continue to implement effective monetization measures as we nurture users’ willingness to pay for premium music content.

In addition to monthly subscription, we also allow users to stream and/or download singles and albums on a paid-on-demand basis. Songs first released on our platforms are available for streaming and/or downloading within a given “promotion” period after the release only by the users who have purchased those songs, and the songs will be made available under the pay-for-streaming model when the promotion period expires under this model.

Furthermore, we also offer users subscription packages to access our audio content. Paying users on our platform are granted unlimited access to certain popular and carefully curated audio content during the subscription period. We also offer our paying users a variety of other privileges and benefits, including priority access to certain audio content and discounts on audiobooks.

As our music library continues to grow in scale, we have been exploring market opportunities to monetize our massive quality music content. For example, we generate revenues through licensing our original music content and distributing certain of our licensed content to other online music platforms in accordance with the terms of the relevant licensing and distribution agreements.

#### Advertising Services

We offer various advertising services to advertisers across our platforms, and we endeavor to continue to innovate and expand our advertising service portfolio. Our advertising offerings mainly include full-screen display ads that automatically appear when a user opens our mobile apps, industry standard banner ads of various sizes and placements on the interfaces of our platform. We also offer an ad-supported mode that allows users to watch or hear an advertisement in order to stream certain of our music content for free that they would otherwise have to pay for.

### Social Entertainment Services and Others

Our revenues generated from social entertainment services and others were RMB19,804 million, RMB19,777 million and RMB15,856 million (US\$2,299 million), accounting for 67.9%, 63.3% and 56.0% of our revenues in 2020, 2021 and 2022, respectively.

Users are attracted to our online karaoke and live streaming platforms for both video and audio primarily by engaging music performances from our online karaoke singers and live streaming performers. We generate revenues from online karaoke and live streaming services primarily from sales and consumption of virtual gifts, including consumable, time-based and durable virtual items. Consumable virtual items are mainly used as gifts sent to online karaoke singers and live streaming performers by the audiences as a way for them to show support and appreciation for the performance. During the live streams, special visual items, such as diamond rings or cars, will be displayed on the screen when these gifts are sent to the singers or performers. Users may also send virtual gifts to online karaoke performers if he or she likes the recordings uploaded by the performers. We also offer users the option to purchase

virtual items which provide them with certain privileges or recognized status over a period of time, such as badges displayed for a certain period of time on the users' profile pages. While purchasing and using these virtual gifts is not a prerequisite for using the features in our products, it provides a way for users to participate in online karaoke and live streaming, which drives user engagement and loyalty.

In addition to virtual gift sales, we also generate revenue from online karaoke and live streaming services through sales of premium memberships and other monetization models. For online karaoke, users can subscribe for memberships to include higher soundtrack resolution and access to video clips of vocal tutorials. For live streaming, selected live streaming performers can produce and sell their own digital albums through our platform if they share a portion of their revenues with us. Revenues generated on our platform are shared with our karaoke singers and live streaming performers or their agents, typically based on a percentage of the revenue generated from the sales of virtual gifts attributable to their performance. Furthermore, similar to the advertisements displayed on our online music apps, we offer various advertising services across our online karaoke platform.

Moreover, we generate revenues from sales of music-related merchandise, including *Kugou* headsets, smart speakers, *WeSing* karaoke microphones and Hi-Fi systems.

#### **Branding, Marketing and Sales**

The focus of our marketing efforts is to further strengthen our brands, including *QQ Music*, *Kugou Music*, *Kuwo Music*, *WeSing*, and *Lazy Audio*, and to expand our entertainment ecosystem to connect more users, artists and content providers. We aim to deliver best-in-class entertainment content and services in order to garner strong word-of-mouth referrals and enhance our brand recognition.

We primarily rely on word-of-mouth referrals and benefit from our strong brands to attract users to our platform. We also engage in diverse marketing activities both online and offline to enhance brand awareness. Specifically, our marketing campaigns increase platform traffic through search engine marketing and social media. Moreover, we host or participate in various forms of music-related events and activities to further boost our brand recognition, such as cooperation with established artists, singing competitions, TV and internet music talent shows, music festivals, campus campaigns, artist tours and fan events, to enhance our brand recognition. We also continue to deepen our presence into schools and college campuses through online and offline activities such as on-campus competitions and graduation ceremonies.

We continue to implement new technologies, introduce new features and tools, as well as improve user experience in order to encourage users to access our platform more frequently and for longer periods of time, and ultimately to increase our monetization efficiency on our platform. We also use direct marketing tools deployed through our platform interfaces to convert our users into paying users.

#### **Content Monitoring**

We are committed to complying with the applicable laws and regulations regarding the provision of content through the internet. We leverage our technology to implement procedures to monitor and remove inappropriate or illegal content from our platform. Text, images and videos are screened by our content monitoring team, aided by systems that periodically filter our platform. For example, our video recognition technology enables us to effectively monitor live streaming for content violations. We have also developed an effective copyright infringement monitoring system that detects potential copyright infringement by other platforms or our users. We have also adopted various public reporting channels to identify and remove illegal or improper content. Our legal team may also take further actions to hold the content creators accountable for any illegal or inappropriate content.

We focus on the monitoring and screening of user-generated content. We require live streaming performers and users to register on a real-name basis to upload content to our platform and require them to agree not to distribute content in violation of any third-party rights or any applicable laws or regulations. We require users and live streaming performers to comply with our terms of service which strictly prohibit inappropriate content across our platform. Our terms of service set forth in detail prohibited content and actions including, but not limited to, provocative or inflammatory language, full or partial nudity, sexually suggestive language and body movements, abusive language or actions towards other users, acts and threats of violence, and information facilitating or promoting illegal transactions or activities. We also monitor live performance delivered on our platform using a combination of human and machine screening in order to identify and remove any illegal or inappropriate content in accordance with applicable laws and regulations, as well as any content that violates the intellectual property rights of other parties. Users can also report any violations of our terms of service or other inappropriate behavior using the "report" function within our mobile apps. As live performances are user-generated content, in order to avail ourselves of the copyright infringement safe harbor, we are required under the PRC copyright laws and regulations to implement "notice and take-down" policies on such content, which mitigates the likelihood of being held liable for copyright infringement as a result of distributing infringing content on our platform. See "— Intellectual Property — Copyright."

Due to the massive amount of content displayed on our platform, we may not always be able to promptly identify content that is illegal, improper or may otherwise be found objectionable by the regulatory authorities. See “Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — The content available on our platform may be found objectionable by the regulatory authorities, which may subject us to penalties and other regulatory or administrative actions.”

## Technology and Data Capabilities

### Technology

We focus on continuously improving our technology to deliver superior user experience and enhance our operational efficiency. Over the years, we have been innovating and improving our technologies to help users discover and enjoy content and help artists find their target audience and realize greater value.

We have a large dataset and we devote substantial resources to analyzing data in order to obtain useful insights into our users’ music entertainment and social behaviors. We believe our technology will allow us to better understand and respond to user preferences, deliver a superior user experience, and further differentiate our services from our competitors.

•**Search and discovery engines.** We provide users with a quality and fun music entertainment experience by leveraging our powerful music search and discovery engines underpinned by strong data analytics capabilities. This not only helps users discover and enjoy music content more easily, but also guides artists to find target audience and realize greater value. At TME platforms, we not only allow users to search for their desired music content in our massive library with high accuracy and relevancy, but also use advanced proprietary technologies to curate and distribute music content catering to their specific tastes and interests. For example, *QQ Music* is the first in China’s online music industry to adopt the PDM with the highest accuracy among its peers. Using the proprietary deep learning content value assessment algorithms, the PDM is capable of predicting the next hit song by analyzing recent popular music trends and user preferences for precise content discovery and distribution to interested users. The extraordinary performance of the PDM was recognized by the MIREX, a global benchmarking event that examines state-of-the-art music information retrieval approaches. In the MIREX 2020 competition, *QQ Music*’s PDM set a new world record of “accuracy rate of predicting the genuine continuation of a music excerpt” in the *Patterns for Prediction* task.

In addition, we also pioneered the song recognition technology in China using advanced audio fingerprinting technology. This cutting-edge technology is capable of automatically recognizing any song embedded in a short video clip or surrounding within seconds. Complementary to our powerful music search engines, this intelligent song recognition technology enables users to discover a randomly heard track of music without having to know a single key word to start a search. This, combined with the smart recommendations for music of similar genres, types and artists, offers users a quality and fun music discovery experience, thereby effectively improving user loyalty. Our song recognition technology has the highest accuracy rate globally, which was evidenced by numerous awards and recognitions. In the 2019 MIREX global competition, our song recognition technology broke the world record in the *Audio Fingerprinting* task.

We have been continuously improving our efficiency in content curation and accuracy of search and discovery engines, which we believe has resulted in a substantial increase in average daily streams and user engagements for our services.

•**User-experience enhancements.** We offer a variety of sound effects to enhance our users’ listening experience. Our award-winning proprietary audio setting, *Kugou Viper Sound*, as well as *QQ Music Premium Sound* and *WeSing Super Voice* audio settings, not only bring superior sound quality and a best-in-class listening experience to users, but also foster a large, growing online community for them to share user feedback about our sound effects. In 2022, we further improved our proprietary technology with the launch of *Premium Master Tape*, *Premium Surround Sound* and *Premium Sound Quality 2.0*, all part of our *QQ Music Premium Sound*. These enhancements were made with the goal of optimizing sound clarity and expressiveness, and continue to set a new standard for high-quality music streaming. In addition, we provide various special visual effects and camera filters to users recording videos on our platform. Our technology makes our products a part of everyday life, such as our *QQ Music Running Station* that recommends music to match a jogger’s running tempo. In 2022, *WeSing* became the first in the industry to offer sound tuning without requiring earbuds, an easy-to-use function that can substantially improve the sound effects of songs recorded without external devices, as well as cloud-based sound mixing, which helps to produce quasi-studio-quality sound mixing within only two minutes after the musical work is uploaded to the cloud. Additionally, as part of our overall videolization initiatives, we strengthened cooperation with *Weixin Video Accounts* to facilitate discovery of music content.

•**Innovative use cases of cutting-edge technologies.** We have expanded the use cases for our patented technology, *Lingyin Engine*, to launch several popular audiobooks read by the synthetic voice of Yang Chaoyue, including “The Grave Robbers’ Chronicles.” Furthermore, we have created synthetic voices in memory of legendary artists such as Teresa Teng and Anita Mui, and established an AI singer lineup with the voices of trending stars. In addition, we are

utilizing state-of-the-art virtual reality technology to offer a brand-new, immersive music entertainment experience. For example, we offer China's first virtual music carnival, *TMELAND*, where users across our different platforms, such as *QQ Music*, *Kugou Music*, and *Kuwo Music*, can use their personalized 3D avatars to socialize in a variety of digital scenarios, including virtual live streaming and concerts. *TMELAND* provides users with a music entertainment experience that merges the real and virtual worlds.

#### **Data Security and Privacy**

We believe data security is critical to our business operation. We have adopted and implemented comprehensive internal rules and policies to govern how we may use and share personal information, as well as a robust suite of protocols, technologies and systems in place to ensure that such information will not be accessed or disclosed improperly. Specifically, we have established privacy policies across our platforms, including *QQ Music Privacy Protection Guidelines*, *Kugou Music Privacy Policy*, *Kuwo Music Privacy Policy* and *WeSing Privacy Protection Guidelines*. These privacy policies provide guidance on the type of personal information we collect, how we use, share and protect users' personal information, and users' privacy rights under applicable laws. In particular, we only collect personal information to the extent necessary to enable us to provide our services in compliance with applicable laws and regulations. All users must acknowledge the terms and conditions of the user agreement, including our privacy policies, before using our products and services.

From an internal policy perspective, we have established a comprehensive suite of platform-wide policies and procedures, including *TME Data Security Management Protocols* and *TME User Information Security Management Protocols*, to guide our data security and privacy protection practices:

- **Data collection.** We collect user data only to the extent necessary for our product functions and services upon receipt of the consent from our users. For example, we collect certain basic information, such as *QQ* or *Weixin* account number or phone number, for user account registration and verification purposes. To enable precise content curation and distribution to offer superb music discovery experience, we may access and analyze users' playlists and listening history on our platforms. In the event that users purchase any paid music and audio content, or music-related merchandise, users need to provide certain personal information, such as name and address, to facilitate the transactions. We notify users of the types, potential uses, duration of data preservation and users' rights, among other things, with respect to the data we collect from them.
- **Data usage.** We fully disclose the potential uses of personal information and data that we collect from users in our privacy policies. In the event that we need to use the personal information and data for purposes other than as disclosed in the privacy policies, we will notify the users and seek their explicit consent before we proceed.
- **Data protection.** We limit access to our servers that store our user and internal data on a "need-to-know" basis. We also adopt an advanced data encryption system designed to ensure the secured storage and transmission of data, and prevent any unauthorized member of the public or third parties from accessing or using our data in any unauthorized manner. Furthermore, we implement comprehensive data masking of user data for the purpose of fending off potential hacking or security attacks. In addition, we have adopted an incident response plan, which provides a well-defined, organized approach for handling any potential threat to servers and data, as well as taking appropriate actions when the data breach concerns personal information. We provide group-wide regular trainings to our employees that focus on cybersecurity awareness topics critical to our business operations, including the best practices to protect data from loss, modification, leakage or theft.
- **Data storage and retention.** We require that personal information and data we collect in China be stored and preserved within China. While we only preserve user data to enable our product functions and services, users have the option to delete their personal information generated when using our products and services, such as listening history and playlists. Upon termination of our products or services, we will destruct or anonymize user data that we collect within a reasonable period in compliance with applicable laws and regulations.
- **Data transmission.** Subject to certain exceptions specified in our privacy policies, transmission of any personal information and data that we collect with our users without their explicit consent is prohibited. For certain services that are jointly provided by our business partners, including Tencent and its associates, and us, we may share the relevant personal information and data with such business partners to the extent necessary to enable our services and improve user experience. We take extensive precautionary measures to ensure the integrity and security of data in transit to our business partners. These measures may include (i) requiring our business partners to handle the personal information and data we transmit in accordance with our standards, requirements and protocols, including providing the same level of protection; (ii) requiring our business partners to deliver written confidentiality undertakings before any data is transmitted; (iii) obtaining internal approval from the personnel in charge of data security; (iv) requiring our business partners to return or delete the personal information and data that we transmitted after the termination of services; and (v) preserving the review log for future inspection.

## Intellectual Property

### Copyrights

We are committed to copyright protection and we strive to continue playing a leadership role in improving China's music and audio copyright environment.

We take various measures to ensure content offered on our platform does not infringe upon copyrights of third parties. Once it is licensed, we closely monitor copyrighted content on our platform for compliance with the scope of the licenses and therefore to attempt to detect and remediate infringement of third-party copyrights on our platform in a timely manner. We also seek additional contractual protection from the agreements between us and the content creators or licensors. For example, we typically require the licensors to represent in the licensing agreement that they have the legitimate right to license the content and require them to indemnify for losses arising from any claims of infringement or violation of laws and regulations. With respect to user-generated content, we also rely on the safe harbor provision for online storage service providers under PRC copyright laws and regulations, and we have adopted measures intended to minimize the likelihood that we may be held liable for copyright infringement as a result of distributing user-generated content on our platform. Such measures include (i) requiring users to acknowledge and agree that they will not upload or perform content which may infringe intellectual property rights; (ii) restricting users on our blacklists from uploading or distributing content; (iii) using best reasonable efforts to seek licenses from the relevant copyright owners once they are identified and verified and adopting contractual protections for works licensed from labels and other copyright owners; and (iv) implementing "notice and take-down" policies to be eligible for the safe harbor exemption for user-generated content. According to the PRC Legal counsel, to the extent these measures, especially the "notice and take-down" policies, are properly implemented in compliance with applicable laws and regulations, our failure to obtain complete copyright licenses for user-generated content does not constitute a violation of current PRC copyright law.

We also actively enforce our rights against third-party platforms that infringe upon our content rights, using a combination of human and machine monitoring to detect unauthorized use of copyrighted content on other platforms. More specifically:

- **Monitoring.** Leveraging our advanced audio and video fingerprinting technology and massive data base, we are able to continuously screen and identify infringing content displayed on third-party platforms in China.
- **Enforcement of our rights.** When our system identifies an infringing use of our content on a third-party platform, our system automatically generates an alert email to our legal and copyright protection personnel, which promptly serves a take-down notice to the infringing platforms requesting that the infringing content be removed. Following the take-down notice, our legal and copyright protection personnel will review the relevant evidence and initiate the removal procedures to ensure timely removal of infringing content, and they may also file complaints with the National Copyright Administration or initiate legal proceedings.
- **Follow-up.** Once a take-down notice is served or a legal proceeding initiated, our copyright system starts to track the relevant platforms to check if the infringing content has been timely removed.

### Other Intellectual Property

In addition to copyrights of our content, other intellectual property is also critical to our business. We rely on a combination of patent, copyright, trademark and trade secret laws in China and other jurisdictions, as well as confidentiality procedures and contractual provisions, to protect the Group's intellectual property rights. As of December 31, 2022, the Group had applied for the registration of 4,406 patents, among which 2,503 patents have been granted by the National Intellectual Property Administration and overseas. One of the Group's patents has been recognized with the Nineteenth China Patent Award and one of the Group's patents has been recognized with the Twenty-second China Design Award by the National Intellectual Property Administration. In addition, one of the Group's patents has been recognized with the Eighth Guangdong Patent Silver Award by the People's Government of Guangdong Province. As of the same date, the Group had applied for 5,857 trademarks, among which 3,998 had been registered with the Trademark Office of the National Intellectual Property Administration and overseas. The Group had also registered 612 software copyright with the Copyright Protection Center of the PRC. The Group's "酷狗" (*Kugou*) trademark has been recognized as a well-known trademark by the Beijing Higher People's Court.

Despite the Group's efforts to protect itself from infringement or misappropriation of its intellectual property rights, unauthorized parties may attempt to copy or otherwise obtain and use the Group's intellectual property in violation of the Group's rights. In the event of a successful claim of infringement against the Group, or its failure or inability to develop non-infringing intellectual property or license the infringed or similar intellectual property on a timely basis, our business could be harmed. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — Failure to protect our intellectual property could substantially harm our business, operating results and financial condition."

#### Permissions Required from the PRC Authorities for Our Operations

The Group conducts its business primarily through our subsidiaries and the VIEs in China. Our operations in China are governed by PRC laws and regulations. As of the date of this annual report, except as disclosed in “Item 3. Key Information—3.D. Risk Factors—Risks Related to Our Business and Industry—China’s internet, music entertainment and long-form audio industries are extensively regulated. Our failure to obtain and maintain requisite licenses or permits or to respond to any changes in policies, laws or regulations may materially and adversely impact our business, financial condition and results of operation,” our PRC subsidiaries and the VIEs have obtained the requisite licenses and permits from the PRC regulatory authorities that are material for the business operations of our subsidiaries and the VIEs in China, including, among others, the Value-Added Telecommunication Business Operating License, AVSP, ICO License, License for Production and Operation of Radio and TV Programs and Commercial Performance License. Given the uncertainties of interpretation and implementation of relevant laws and regulations and the enforcement practice by relevant government authorities, we may be required to obtain additional licenses, permits, filings or approvals for the functions and services of our platform in the future.

If any of our PRC subsidiaries or the VIEs is found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the requisite licenses and permits, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures. In addition, if any of our PRC subsidiaries or the VIEs had inadvertently concluded that such licenses, permits, registrations or filings were not required, or if applicable laws, regulations or interpretations change in a way that requires any of our PRC subsidiaries or the VIEs to obtain such licenses, permits, registrations or filings in the future, the relevant PRC subsidiaries or VIEs may be unable to obtain such necessary licenses, permits, registrations or filings in a timely manner, or at all, and such licenses, permits, registrations or filings may be rescinded even if obtained. Any such circumstance may subject the relevant PRC subsidiaries or VIEs to fines and other regulatory, civil or criminal liabilities, and the relevant PRC subsidiaries or VIEs may be ordered by the competent government authorities to suspend relevant operations, which will materially and adversely affect our business operations.

Furthermore, under current PRC laws, regulations and regulatory rules, we, our PRC subsidiaries and the VIEs may be required to obtain permissions from the CSRC, and may be required to go through cybersecurity review by the CAC, in connection with any future offering and listing in an overseas market. As of the date of this annual report, we have not been subject to any cybersecurity review made by the CAC. If we, our PRC subsidiaries and the VIEs fail to obtain the relevant approval or complete other review or filing procedures for any future offshore offering or listing, we, our PRC subsidiaries and the VIEs may face sanctions by the CSRC or other PRC regulatory authorities, which may include fines and penalties on our operations in China, limitations on our operating privileges in China, restrictions on or prohibition of the payments or remittance of dividends by our subsidiaries in China, restrictions on or delays to our future financing transactions offshore, or other actions that could have a material and adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs and/or Class A ordinary shares.

The PRC regulators have recently indicated an intent to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers. For more detailed information, see “Item 3. Key Information—3.D. Risk Factors—Risks Related to the Group’s Corporate Structure—The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC regulatory authorities may be required under PRC law in connection with any future issuance of securities overseas, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing.”

#### Competition

We compete for users and their time and attention mainly with other online music and audio entertainment providers in China. We also face general competition from online offerings of other forms of content, including long- and short-form videos, karaoke services, live streaming, radio services, literature, and games provided by other online service providers. We compete to attract, engage and retain users based on a number of factors, such as the diversity of content, product features, social interaction features, quality of user experience, brand awareness and reputation. Some of our competitors may have greater financial, marketing or technology resources than we do, which could enable them to respond more quickly to technological innovations or changes in user demands and preferences, license more attractive content, and devote greater resources towards the development, promotion and sale of products than we can. For a discussion of risks related to competition, see “Item 3. Key Information—3.D. Risk Factors—Risks Related to Our Business and Industry—We operate in a competitive industry. If we are unable to compete successfully, we may lose market share to our competitors.”

## Insurance

We do not maintain any liability insurance or property insurance policies covering our equipment and facilities for injuries, death or losses due to fire, earthquake, flood or any other disaster. We do not maintain business interruption insurance, nor do we maintain key-man life insurance.

## Corporate Social Responsibility

We are committed to promoting corporate social responsibility and sustainable development and integrating it into all major aspects of our business operations. Corporate social responsibility is viewed as part of our core growth philosophy that will be pivotal to our ability to create sustainable value for our shareholders by embracing diversity and public interests.

We aim to build a sustainable community with our employees, users, artists and business partners by supporting initiatives that aim to create effective and lasting benefits to the music community, through various initiatives that may include corporate philanthropy, establishing community partnerships, and mobilizing our employees to participate in volunteer work. We are committed to using music to inspire people to understand, care about and contribute to their communities. In June 2018, we launched our Tencent Music Charity Program, a program designed to pass the love and energy via music and achieve a bigger social value of music. The program is centered on an open platform and three strategies: caring for music, cultural heritage and music education. Over the past few years, we have launched a variety of charity events and campaigns under our Tencent Music Charity Program, including producing digital albums on a pro bono basis advocating for different social agenda, preserving and promoting traditional Chinese culture and music heritage, and providing a range of music education to children of ethnic minorities and from remote regions.

As we stay committed to sustainable development of the music industry, we also strive for long-term environmental sustainability. We are committed to reducing our environment footprints and building green low-carbon workplaces. For example, we strictly control the use of printing paper in all workplaces and encourage employees to print double-sided when possible using recycled paper. We also post water conservation stickers, signs and posters in bathrooms, cafeterias and other places where employees congregate. We endeavor to engage stakeholders and the broader public in our environmental sustainability efforts. For example, we collaborate with the Ministry of Natural Resources of the PRC and the World Wide Fund for Nature, the world's leading conservation organization, to offer educational activities designed to arouse public awareness in biodiversity protection through music.

We actively improve internal management systems, regulate corporate behaviors, and have formed a scientific and efficient corporate governance mechanism with well-defined decision-making, execution, and supervisory responsibilities and powers. We implement sustainable development in our operation process, clarify environmental, social and governance ("ESG") management work procedures, and promote the continuous improvement of our ESG management. We periodically review our ESG visions and policies and continue to evaluate, determine and address our ESG-related risks. We have continued to improve our management of ESG matters through a series of measures, including, taking into account ESG matters in strategic planning, conducting and regularly refreshing a materiality assessment to identify and assess major ESG issues, developing and regularly reviewing ESG policies, and regularly monitoring ESG performance against our goals. Our Investor Relations Department is responsible for ESG work coordination and reporting to management and the Board of Directors as appropriate. Comprising business leaders and personnel from various functional departments of the Group, our ESG working group is responsible for daily ESG work and collecting ESG-related data and materials to compile our annual ESG reports.



## Licenses, Permits and Regulatory Approvals

The following table sets out a list of material licenses and permits held by the Group as of the date of this annual report:

License/Permit	Holder	Expiration Date
Value-Added Telecommunication Business Operation License (business type: online data processing and transaction processing business (business e-commerce only), excluding internet financial services categorized as online lending information intermediaries; information services (internet information services only), including culture and audio-video program, excluding information search and inquiry services and instant information interaction services)	Guangzhou Kugou	May 26, 2026
Value-Added Telecommunication Business Operation License (business type: domestic VSAT communication business (nationwide); domestic fixednetwork data transmission business (Beijing, Zhejiang and Guangdong); network hosting business (Beijing, Zhejiang and Guangdong); internet data center business (Beijing, Ningbo and Guangzhou); content distribution network business (Beijing, Zhejiang and Guangdong); domestic internet protocol virtual private network business (Beijing, Zhejiang and Guangdong); internet access services (Beijing, Zhejiang and Guangdong); information services, excluding internet information services (nationwide))	Guangzhou Kugou	September 27, 2023
AVSP	Guangzhou Kugou	February 20, 2025
ICO License	Guangzhou Kugou	May 28, 2025
License for Production and Operation of Radio and TV Programs	Guangzhou Kugou	February 2, 2025
Commercial Performance License	Guangzhou Kugou	September 30, 2024
Publication Business Permit	Guangzhou Kugou	March 31, 2027
Value-Added Telecommunication Business Operation License (business type: information services (internet information services only), excluding information search and inquiry services and instant information interaction services)	Beijing Kuwo	March 5, 2026
Value-Added Telecommunication Business Operation License (business type: information services, excluding internet information services (nationwide))	Beijing Kuwo	July 23, 2024
AVSP	Beijing Kuwo	January 29, 2025
ICO License	Beijing Kuwo	June 27, 2024
License for Production and Operation of Radio and TV Programs	Beijing Kuwo	March 3, 2025
Commercial Performance License	Beijing Kuwo	December 25, 2024
Publication Business Permit	Beijing Kuwo	April 30, 2028
ICO License	Tencent Music Shenzhen	July 16, 2024
Commercial Performance License	Tencent Music Shenzhen	June 26, 2023
Publication Business Permit	Tencent Music Shenzhen	May 31, 2026
Value-Added Telecommunication Business Operation License (business type: information services (internet information services only), including culture, excluding information search and inquiry services, information community services, instant information interaction services and information protection and processing services)	Shenzhen Lanren	September 17, 2024

ICO License	Shenzhen Lanren	September 5, 2023
License for Production and Operation of Radio and TV Programs	Shenzhen Lanren	June 1, 2023
Publication Business Permit	Shenzhen Lanren	May 31, 2026
Certificate for the Pilot Institution of Online Audio and Video Industry in Guangdong	Shenzhen Lanren	N/A

#### Regulations

The Group is subject to a variety of PRC laws, rules and regulations across a number of aspects of its business. The following is a summary of the principal PRC laws and regulations relating to the Group's business and operations within the territory of the PRC.

#### Regulations on Foreign Investment

The Foreign Investment Law of the PRC adopted by the National People's Congress on March 15, 2019 and its Implementing Regulation adopted by the State Council on December 26, 2019 became effective on January 1, 2020. Pursuant to the Foreign Investment Law of the PRC, China will grant national treatment to foreign invested entities, except for those foreign invested entities that operate in industries that fall within "restricted" or "prohibited" categories as prescribed in the "negative list" to be released or approved by the State Council.

The MOFCOM and the NDRC jointly promulgated the Special Administrative Measures for Entrance of Foreign Investment (Negative List) (2021 Version), or the Negative List, on December 27, 2021, which became effective on January 1, 2022. The Negative List stipulates that any PRC domestic enterprise engaging in prohibited industries under the Negative List shall obtain the consent of the relevant competent PRC authorities for overseas listing, and the foreign investors shall not participate in the operation and management of such enterprise, and the shareholding percentage of the foreign investors in such enterprise shall be subject to the relevant administrative provisions of the PRC domestic securities investment by foreign investors.

In December 2020, the NDRC and MOFCOM promulgated the Measures for the Security Review of Foreign Investment, which came into effect on January 18, 2021. Pursuant to such measures, the NDRC establishes a working mechanism office, or the Working Mechanism Office, in charge of the security review of foreign investment, which is led by the NDRC and the MOFCOM. Such measures also define foreign investment as direct or indirect investment by foreign investors in the PRC, including (i) investment in new onshore projects or establishment of wholly foreign owned onshore enterprises or joint ventures with foreign investors; (ii) acquiring equity or asset of onshore enterprises by merger and acquisition; and (iii) onshore investment by and through any other means. Foreign investment in certain key areas with national security concerns, such as important cultural products and services, important information technology and internet products and services, key technologies and others which results in the acquisition of de facto control of the invested companies, shall be filed with the Working Mechanism Office before such investment is carried out. What may constitute "onshore investment by and through any other means" or "de facto control" is not clearly defined under such measures, and could be broadly interpreted. It is likely that control through contractual arrangement be regarded as de facto control based on provisions applied to security review of foreign investment in such measures. Failure to make such filing may subject such foreign investor to rectification within a prescribed period, and the foreign investor will be negatively recorded in the relevant national credit information system, which would then subject such investor to joint punishment as provided by relevant rules. If such investor fails to or refuses to undertake such rectification, it would be ordered to dispose of the equity or asset and to take any other necessary measures so as to restore to the status before the implementation of the investment and to erase the impact to national security.

We are a Cayman Islands company and the Group's businesses by nature in China are mainly value-added telecommunication services and internet cultural services, which are restricted or prohibited for foreign investors by the Negative List. The Group conducts business operations that are restricted or prohibited for foreign investment through the VIEs.

#### Regulations on Value-Added Telecommunication Services and Internet Content Services

##### Licenses for Value-Added Telecommunications Services

The Telecommunications Regulations of the PRC, or the Telecom Regulations, promulgated on September 25, 2000 by the State Council and most recently amended on February 6, 2016, provide a regulatory framework for telecommunications services providers in the PRC. As required by the Telecom Regulations, a commercial telecommunications services provider in the PRC shall obtain an operating license from the MIIT, or its counterparts at provincial level prior to its commencement of operations.

The Telecom Regulations categorize all telecommunication businesses in the PRC as either basic or value-added. The Catalog of Telecommunications Business, or the Telecom Catalog, issued as an attachment to the Telecom Regulations and most recently updated on June 6, 2019, further categorizes value-added telecommunication services into two classes: class I value-added telecommunication services and class II value-added telecommunication services. Information services provided via cable networks, mobile networks, or internet fall within class II value-added telecommunications services.

Pursuant to the Measures on Telecommunications Business Operating Licenses, or the Telecom License Measures, promulgated by the MIIT on March 1, 2009 and last amended on July 3, 2017, any approved telecommunications services provider shall conduct its business in accordance with the specifications in its license for value-added telecommunications services, or VATS License. The Telecom License Measures further prescribes types of VATS Licenses required for operation of different value-added telecommunications services together with qualifications and procedures for obtaining such VATS Licenses.

Pursuant to the Administrative Measures on Internet Information Services, promulgated on September 25, 2000 and amended on January 8, 2011 by the State Council, commercial internet information services providers, which means providers of information or services to internet users with charge, shall obtain a VATS License with the business scope of internet information services, namely the Internet Content Provider License or the ICP License, from competent regulatory authorities before providing any commercial internet content services within the PRC.

Based on the Notice regarding the Strengthening of Ongoing and Post Administration of Foreign Investment Telecommunication Enterprises issued by the MIIT in October 2020, the MIIT no longer issues Examination Letters for Foreign Investment in Telecommunication Business. Foreign-invested enterprises would need to submit relevant foreign investment materials to MIIT for the establishment or change of telecommunication operating permits.

The Group engages in business activities that are value-added telecommunications services as defined in the Telecom Regulations and the Telecom Catalog. To comply with the relevant laws and regulations, each of Shenzhen Lanren, Guangzhou Kugou and Beijing Kuwo holds a valid ICP License, and Tencent Music Shenzhen intends to apply for the ICP License. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — China's internet, music entertainment and long-form audio industries are extensively regulated. Our failure to obtain and maintain requisite licenses or permits or to respond to any changes in policies, laws or regulations may materially and adversely impact our business, financial condition and results of operation."

#### ***Restrictions on Foreign Direct Investment in Value-Added Telecommunications Services***

Foreign direct investment in telecommunications companies in China is governed by the Provisions on the Administration of Foreign-Invested Telecommunications Enterprises (2016 Revision), which was promulgated on December 11, 2001 and amended on September 10, 2008 and February 6, 2016 by the State Council. The regulations require that foreign-invested value-added telecommunications enterprises in China to be established as Sino-foreign equity joint ventures and, with a few exceptions, the foreign investors may acquire up to 50% of the equity interests in such joint ventures. In addition, the major foreign investor, as defined therein, is required to demonstrate a good track record and experience in operating value-added telecommunications businesses. Moreover, foreign investors that meet these requirements must obtain approvals from the MIIT and the MOFCOM, or their authorized local counterparts, which retain considerable discretion in granting such approvals. On March 29, 2022, the Decision of the State Council on Revising and Repealing Certain Administrative Regulations, which took effect on May 1, 2022, was promulgated to amend certain provisions of regulations including the Provisions on the Administration of Foreign-Invested Telecommunications Enterprises (2016 Revision), the requirement for major foreign investor to demonstrate a good track record and experience in operating value-added telecommunications businesses was deleted. However, as this promulgation is relatively new and no detailed guidance or implementation measures have been issued, there remains uncertainty as to how it should be interpreted and implemented.

On July 13, 2006, the Ministry of Information Industry (currently known as the MIIT), or the MII, released the Circular on Strengthening the Administration of Foreign Investment in the Operation of Value-added Telecommunications Business, or the MII Circular. The MII Circular prohibits domestic telecommunications enterprises from leasing, transferring or selling telecommunications business operation licenses to foreign investors in any form, or providing any resources, sites or facilities to any foreign investor for their illegal operation of telecommunications business in China. Furthermore, under the MII Circular, the internet domain names and registered trademarks used by a value-added telecommunications services operator shall be legally owned by that operator (or its shareholders). If a license holder fails to comply with the requirements in the MII Circular and fails to cure such non-compliance within a time limit as required by the competent authority, the MII or its local counterparts have the discretion to take measures against such license holders, including revoking their VATS Licenses.

#### *Regulations on Transmitting Audio-Video Programs through the Internet*

On December 20, 2007, the MII and the State Administration of Radio, Film and Television, or the SARFT (currently known as the NRTA), jointly issued the Administrative Provisions on the Internet Audio-Video Program Service, or the Audio-Video Program Provisions, which came into effect on January 31, 2008 and was amended on August 28, 2015. The Audio-Video Program Provisions defines “internet audio-video program services” as producing, editing and integrating audio-video programs, supplying audio-video programs to the public via the internet, and providing audio-video programs uploading and transmission services to a third party. Entities providing internet audio-video programs services must obtain an Audio and Video Service Permission, or AVSP. Applicants for the AVSP shall be state-owned or state-controlled entities unless an AVSP has been obtained prior to the effectiveness of the Audio-Video Program Provisions in accordance with the then-in-effect laws and regulations. In addition, foreign-invested enterprises are not allowed to engage in the above-mentioned services. According to the Audio-Video Program Provisions and other relevant laws and regulations, audio-video programs provided by the entities supplying internet audio-video program services shall not contain any illegal content or other content prohibited by the laws and regulations, such as any content against the basic principles in the PRC Constitution, any content that jeopardizes the sovereignty of the country or national security, and any content that disturbs social order or undermines social stability. A full copy of any audio-video program that has already been broadcasted shall be retained for at least 60 days. Movies, television programs and other media content used as internet audio-video programs shall comply with applicable administrative regulations on programs transmitting through radio, movie and television channels. Entities providing services related to internet audio-video programs shall immediately remove the audio-video programs violating laws and regulations, keep the relevant records, report to the relevant authorities, and implement other regulatory requirements.

The Categories of the Internet Audio-Video Program Services, or the Audio-Video Program Categories, promulgated by the SARFT on March 17, 2010 and amended on March 10, 2017, classifies internet audio-video programs into four categories: (I) Category I internet audio-video program service, which is carried out with a form of radio station or television station; (II) Category II internet audio-video program service, including (a) re-broadcasting service of current political news audio-video programs; (b) hosting, interviewing, reporting, and commenting service of arts, entertainment, technology, finance and economics, sports, education, and other specialized audio-video programs; (c) producing (interviewing not included) and broadcasting service of arts, entertainment, technology, finance and economics, sports, education, and other specialized audio-video programs; (d) producing and broadcasting service of internet films/dramas; (e) aggregating and broadcasting service of films, television dramas and cartoons; (f) aggregating and broadcasting service of arts, entertainment, technology, finance and economics, sports, education and other specialized audio-video programs; and (g) live audio-video broadcasting service of cultural activities of common social organizations, sport events or other organization activities; (III) Category III internet audio-video program service, including (a) aggregating service of online audio-video content, and (b) re-broadcasting service of the audio-video programs uploaded by internet users; and (IV) Category IV internet audio-video program service, including (a) re-broadcasting of the radio or television program channels; (b) re-broadcasting of internet audio-video program channels; and (c) re-broadcasting of online live audio-video program.

On July 20, 2015, the State Administration of Press, Publication, Radio, Film and Television (the SAPPRFT, currently known as the NRTA) issued the Circular on Relevant Issues Concerning Implementing the Approval Granting for Mobile Internet Audio-Video Program Services, or the Mobile Audio-Video Program Circular. The Mobile Audio-Video Program Circular provides that the mobile internet audio-video program services shall be deemed a type of internet audio-video program services. Entities approved to provide mobile internet audio-video program services may use mobile WAP websites or mobile applications to provide audio-video program services, but the types of the programs operated by such entities shall be within the permitted scope as provided in their AVSPs and the said mobile applications shall be filed with the SAPPRFT. On November 18, 2019, the CAC, the Ministry of Culture and Tourism and the NRTA jointly issued the Administrative Provisions on Internet Audio-Video Information Services, or the Internet Audio-Video Information Services Provisions, which became effective on January 1, 2020. The Internet Audio-Video Information Services Provisions defines the “internet audio-video information services” as providing services regarding audio and video information production, uploading and transmission to the public via internet platforms such as websites and applications. Entities providing internet audio-video information services must obtain relevant licenses subject to applicable PRC laws and regulations and are required to authenticate users’ identities based on their organizational codes, PRC ID numbers, or mobile phone numbers etc.

Beijing Kuwo’s and Guangzhou Kugou’s application for the renewal of its AVSP has been approved by the NRTA. Besides, Guangzhou Kugou had expanded the business scope of its AVSP to cover the provisions of certain types of mobile internet audio and video program services. Tencent Music Shenzhen and Shenzhen Lanren may be required to obtain an AVSP. See “Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — China’s internet, music entertainment and long-form audio industries are extensively regulated. Our failure to obtain and maintain requisite licenses or permits or to respond to any changes in policies, laws or regulations may materially and adversely impact our business, financial condition and results of operation.”

#### ***Regulations on Online Live Streaming***

On November 4, 2016, the CAC issued the Administrative Regulations on Online Live Streaming Services, or the Online Live Streaming Regulations, which came into effect on December 1, 2016. According to the Online Live Streaming Regulations, when providing internet news information services, both online live streaming service providers and online live streaming publishers must obtain the relevant licenses for providing internet news information service and may only carry out internet news information services within the scope of such licenses. All online live streaming service providers (whether or not providing internet news information) must take certain actions to operate their services, including establishing platforms for monitoring live streaming content.

According to the Measures for the Administration of Cyber Performance Business Operations, which was promulgated by the Ministry of Culture on December 2, 2016 and became effective on January 1, 2017, an online performance business entity engaging in online performance business operations shall apply to the cultural administrative department at the provincial level for an Internet Culture Operation License, and the business scope of such license shall include online performance. An online performance business entity shall indicate the license number of its Internet Culture Operation License in a conspicuous place of the homepage of its website.

On November 12, 2020, the NRTA promulgated the Circular on Strengthening the Administration of Live Streaming Web Shows and Live Streaming E-commerce, or the Circular 78, which sets forth registration requirements for platforms providing online show live streaming or e-commerce live streaming as well as requirements for certain live streaming businesses with respect to real-name registration, limits on users' spending on virtual gifting, restrictions on minors from virtual gifting, live streaming review personnel requirements and content tagging requirements, among other things. On February 9, 2021, the CAC, together with six other authorities, jointly issued the Guidance Opinions on the Strengthening the Regulation and Management Work of Internet Streaming, or the Circular 3, which requires internet streaming platforms to set up appropriate caps on the maximum purchase price for each piece of virtual gifts and maximum value of virtual gifts that the users give to the performers each time.

On March 25, 2022, CAC, the State Taxation Administration and SAMR issued Opinions on Further Regulating the For-Profit Activities in Online Live Streaming to Promote a Healthy Development of the Industry, which provides that, among others, live streaming platforms shall report to tax authorities information including but not limited to live streaming publishers' identity, information of the live streaming account and the bank account which receives profits, types of revenue and profits earning information.

On May 7, 2022, CAC, together with three other authorities, jointly issued the Opinions on Regulating Live Streaming Rewards and Strengthening Minor Protections, or the Live Streaming Opinions, which iterates the requirements for live streaming platforms in respect of strengthening real-name registration, prohibiting minors from virtual gifting and restrictions on providing live streamer services to minors.

#### ***Regulations on Online Music***

On November 20, 2006, the Ministry of Culture issued the Several Opinions on the Development and Administration of Online Music, or the Online Music Opinions, which became effective on the same date. The Online Music Opinions provide that, among other things, an internet music product provider must obtain an ICO License. On October 23, 2015, the Ministry of Culture promulgated the Circular on Further Strengthening and Improving the Content Administration of Online Music, effective as of January 1, 2016, which provides that internet music operating entities shall report to a nationwide administrative platform the details of its content self-monitoring activities on a quarterly basis.

In 2010 and 2011, the Ministry of Culture greatly intensified its regulations on online music products by issuing a series of circulars regarding online music industry, such as the Circular on Regulating the Market Order of Online Music Products and Renovating Illegal Conducts of Online Music Websites and the Circular on Investigating Illegal Online Music Websites in 2010. In addition, the Ministry of Culture issued the Circular on Clearing Illegal Online Music Products on January 7, 2011, which clarifies that entities engaging in any of the following conducts will be subject to relevant penalties or sanctions imposed by the Ministry of Culture: (i) providing online music products or relevant services without obtaining corresponding qualifications; (ii) importing online music products that have not been reviewed by the Ministry of Culture; or (iii) providing domestically developed online music products that have not been filed with the Ministry of Culture.

On July 8, 2015, the National Copyright Administration issued the Circular regarding Ceasing Transmitting Unauthorized Music Products by Online Music Service Providers, which requires that (i) all unauthorized music products on the platforms of online music services providers shall be removed prior to July 31, 2015, and (ii) the National Copyright Administration investigate and punish the online music services providers who continue to transmit unauthorized music products following July 31, 2015.

**Regulations on Production and Operation of Radio and Television Programs**

On July 19, 2004, the SARFT promulgated the Regulations on the Administration of Production and Operation of Radio and Television Programs, or the Radio and TV Programs Regulations, which came into effect on August 20, 2004 and was amended on August 28, 2015 and October 29, 2020, respectively. Pursuant to the Radio and TV Programs Regulations, entities engaging in the production of radio and television programs must obtain a License for Production and Operation of Radio and TV Programs from the SARFT or its counterparts at the provincial level. Holders of such licenses must conduct their business operations strictly in compliance within the approved scope as provided in the licenses.

Each of Shenzhen Lanren, Guangzhou Kugou and Beijing Kuwo holds a valid License for Production and Operation of Radio and TV Programs as required by the Radio and TV Programs Regulations.

**Regulations on Publication**

Publishing activities in China are mainly supervised and regulated by the National Press and Publication Administration (previously known as the SAPPRFT). On February 4, 2016, the SAPPRFT and the MIT jointly promulgated the Regulations on the Administration of Online Publishing Services, or the Online Publishing Regulations, which came into effect on March 10, 2016. The Online Publishing Regulations define “online publications” as digital works that are edited, produced or processed to be published and provided to the public through the internet, including (a) original digital works, such as pictures, maps, games and comics; (b) digital works with content that is consistent with the type of content that, prior to being released online, typically was published in offline media such as books, newspapers, periodicals, audiovisual products and electronic publications; (c) digital works in the form of online databases compiled by selecting, arranging and compiling other types of digital works; and (d) other types of digital works identified by the SAPPRFT. In addition, foreign-invested enterprises are not allowed to engage in the distribution of the foregoing online publications through the internet. Under the Online Publishing Regulations, internet operators distributing online publications via internet are required to obtain an Online Publishing Service Permit from the SAPPRFT.

On May 31, 2016, the SAPPRFT and the MOFCOM jointly promulgated the Provisions for the Administration of the Publication Market, or Provisions for Publication, which became effective on June 1, 2016. According to the Provisions for Publication, any entity or individual that intends to engage in wholesale or retail of publications shall obtain a publication business permit. The Administrative Regulations on Publishing (2020 Revised), which was promulgated by the State Council and became effective on November 29, 2020, specifies that entities and individually owned businesses engaging in retail of publications shall obtain a publication business permit.

Each of Guangzhou Kugou, Beijing Kuwo, Tencent Music Shenzhen and Shenzhen Lanren may be required to obtain the Online Publishing Service Permit. See “Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — China’s internet, music entertainment and long-form audio industries are extensively regulated. Our failure to obtain and maintain requisite licenses or permits or to respond to any changes in policies, laws or regulations may materially and adversely impact our business, financial condition and results of operation.”

**Regulations on Internet Culture Activities**

Pursuant to the Interim Administrative Provisions on Internet Culture, or the Internet Culture Provisions, promulgated by the Ministry of Culture on May 10, 2003 and amended on December 15, 2017, internet culture activities include: (i) production, reproduction, import, distribution or broadcasting of internet culture products (such as online music, online game, online performance and cultural products by certain technical means and copied to the internet for spreading); (ii) distribution or publication of cultural products on internet; and (iii) exhibitions, competitions and other similar activities concerning internet culture products. The Internet Culture Provisions further classifies internet cultural activities into commercial internet cultural activities and non-commercial internet cultural activities. Entities engaging in commercial internet cultural activities must apply to the relevant authorities for an ICO License, while non-commercial cultural entities are only required to report to related culture administration authorities within 60 days of the establishment of such entity. If any entity engages in commercial internet culture activities without approval, the cultural administration authorities or other relevant government may order such entity to cease to operate internet culture activities as well as levy penalties including administrative warning and fines up to RMB30,000. In addition, foreign-invested enterprises are not allowed to engage in the above-mentioned services except online music services.

Currently, each of Guangzhou Kugou, Beijing Kuwo, Tencent Music Shenzhen and Shenzhen Lanren holds a valid ICO License.

#### **Regulations on Virtual Currency**

On January 25, 2007, the Ministry of Public Security, the Ministry of Culture, the MII and the GAPP jointly issued the Circular Regarding regulation of Online Gambling Operating order and Ban on Gambling Through Online Gaming which has implications on the issuance and use of virtual currency. To curtail online games that involve online gambling while addressing concerns that virtual currency might be used for money laundering or illicit trade, the circular (a) prohibits online game operators from charging commissions in the form of virtual currency in connection with winning or losing of games; (b) requires online game operators to impose limits on use of virtual currency in guessing and betting games; (c) bans the conversion of virtual currency into real currency or property; and (d) prohibits services that enable game players to transfer virtual currency to other players.

In February 2007, fourteen PRC regulatory authorities jointly issued a circular to further strengthen the oversight of internet cafes and online games. In accordance with the circular, the PBOC has the authority to regulate virtual currency, including: (a) setting limits on the aggregate amount of virtual currency that can be issued by online game operators and the amount of virtual currency that can be purchased by an individual; (b) stipulating that virtual currency issued by online game operators can only be used for purchasing virtual products and services within the online games and not for purchasing tangible or physical products; (c) requiring that the price for redemption of virtual currency shall not exceed the respective original purchase price; and (d) banning the trading of virtual currency.

On June 4, 2009, the Ministry of Culture and the MOFCOM jointly issued the Circular on Strengthening the Administration of Online Game Virtual Currency, or the Virtual Currency Circular. The Virtual Currency Circular requires businesses that (a) issue online game virtual currency (in the form of prepaid cards or pre-payment or prepaid card points), or (b) offer online game virtual currency trading services, to apply for approval from the Ministry of Culture through its provincial branches. Businesses that issue virtual currency for online games are prohibited from offering services of trading virtual currency, or vice versa. Any company that fails to file the necessary application for approval of the Ministry of Culture will be subject to sanctions, including but not limited to mandatory corrective actions and fines.

Under the Virtual Currency Circular, online games virtual currency trading service provider refers to business that provides platform services related to trading virtual currency of online games among game users. The Virtual Currency Circular further requires an online game virtual currency trading service provider to comply with relevant e-commerce regulations issued by the MOFCOM. According to the Guiding Opinions on Online Trading (Interim) issued by the MOFCOM on March 6, 2007, online platform services are trading services provided to online buyers and sellers through a computer information system operated by the service provider. The Virtual Currency Circular regulates, among others, the amount of virtual currency a business can issue, the retention period of user records, the function of virtual currency and the return of unused virtual currency upon the termination of online services. Online game operators are prohibited from distributing virtual items or virtual currencies to players through random selection methods such as lotteries and gambling, and the player directly pays cash or virtual currency. Game operators are prohibited from issuing virtual currency to game players in any way other than legal tender purchases. Any business that provides online game virtual currency trading services is required to adopt technical measures to restrict the transfer of online game virtual currency among accounts of different game players. On May 14, 2019, the Ministry of Culture and Tourism announced that it would no longer assume the responsibility for overseeing online games industry.

In November 2020, the NRTA issued the Circular on Strengthening the Administration of Live Streaming Web Shows and Live Streaming E-Commerce, which requires a live-performance streaming platform to adopt and practically implement the real-name registration system for the performers and the viewers who purchase virtual gifts for the performers by taking measures including real-name verification, face recognition and human review. Viewers who fail to pass the real-name registration shall not be allowed to purchase virtual gifts. Live-performance streaming platforms shall block any mechanism that allows minors to purchase any virtual gifts for the performers. A platform shall set limits on the maximum amount for purchasing virtual gifts for each time, each day and each month. In addition, the live-performance streaming platform shall not adopt operation strategies that encourage viewers to purchase virtual gifts irrationally.

We issue different virtual currencies and prepaid tokens to users on our platform for them to purchase various virtual gifts to be used in live streaming or online game platforms; however, our service does not constitute virtual currency trading services because users may not transfer or trade virtual currency among themselves.

#### **Regulations on Commercial Performances**

The Administrative Regulations on Commercial Performances (2020 Revision) was promulgated by the State Council on August 11, 1997 and last amended with immediate effect on November 29, 2020. According to these regulations, to legally engage in commercial performances, a culture and arts performance group shall have full-time performers and equipment in line with its performing business, and file an application with the culture administrative department of the people's government at the county level for approval. To legally engage in commercial performances, a performance brokerage agency shall have three or more full-time

performance brokers and funds for the relevant business, and file an application with the culture administrative department of the people's government of a province, autonomous region or municipality directly under central government. The culture administrative department shall make a decision within 20 days from the receipt of the application whether to approve the application, and upon approval, will issue a performance permit. Anyone or any entity engaging in commercial performance activities without approval may be imposed a penalty, in addition to being ordered to cease its actions. Such penalty may include confiscation of performance equipment and illegal proceeds, and a fine of 8 to 10 times of the illegal proceeds. Where there are no illegal proceeds or the illegal proceeds are less than RMB10,000, a fine of RMB50,000 to RMB100,000 will be imposed. In addition, the Measures for the Administration of Performance Brokers was promulgated by the Ministry of Culture and Tourism on December 13, 2021 and became effective on March 1, 2022, pursuant to which performance broker shall pass the performance broker exam and acquire a performance broker certificate before engaging in the performance brokerage activities. The Implementing Rules for Administrative Regulations on Commercial Performances, or the Rules for Commercial Performances, which was promulgated on March 5, 1998 by the Ministry of Culture and last amended with immediate effect on May 13, 2022, further stipulates that foreign-invested performance brokerage institution engaged in commercial performance activities shall submit applications in accordance with the Rules for Commercial Performances before conducting such activities. Currently, each of Guangzhou Kugou, Beijing Kuwo and Tencent Music Shenzhen holds a valid Commercial Performance License.

To regulate brokerage activities in the field of radio, television and internet audio-video, the NRTA issued the Administration Measures for Brokerage Agencies in the Field of Radio and Television and Internet Audio-Video, or the Administration Measures for Brokerage Agencies, on May 20, 2022, which became effective on June 30, 2022. The Administration Measures for Brokerage Agencies stipulates that, among others, (i) a brokerage agency shall obtain the consent from minors' legal guardians before providing brokerage services to minors; and (ii) a brokerage agency shall strengthen the daily account maintenance of and supervision over any official fans group and fans club, and shall not appoint any minor to be the group leader or person in charge of such accounts.

#### ***Regulations on Online Advertising Services***

On April 24, 2015, the Standing Committee of the National People's Congress enacted the revised Advertising Law of the PRC, or the Advertising Law, effective on September 1, 2015 which was further amended on October 26, 2018 and April 29, 2021. The Advertising Law increases the potential legal liability of advertising services providers and strengthens regulations of false advertising. The Advertising Law sets forth certain content requirements for advertisements including, among other things, prohibitions on false or misleading content, superlative wording, socially destabilizing content or content involving obscenities, superstition, violence, discrimination or infringement of the public interest.

On July 4, 2016, the State Administration for Industry and Commerce (currently known as the SAMR) issued the Interim Measures on the Administration of Online Advertising, or the SAIC Interim Measures, which came into effect on September 1, 2016. The Advertising Law and the SAIC Interim Measures require that online advertisements may not affect users' normal use of internet and internet pop-up advertisements must display a "close" sign prominently and ensure one-key closing of the pop-up windows. The SAIC Interim Measures provide that all online advertisements must be marked "advertisement" so that consumers can distinguish them from non-advertisement information. Moreover, the SAIC Interim Measures require that, among other things, sponsored search advertisements shall be prominently distinguished from normal search results, and it is forbidden to send advertisements or advertisement links by email without the recipient's permission or induce internet users to click on an advertisement in a deceptive manner.

On February 25, 2023, the Administrative Measures for Internet Advertising, or the Internet Advertising Measures, was published by the SAMR which will become effective from May 1, 2023 and replace the SAIC Interim Measures. According to the Internet Advertising Measures, internet advertising operators and publishers shall establish and improve the management systems regarding acceptance, registration, review and filing of the internet advertising businesses according to the relevant regulations and shall examine, verify and register the identity information of advertisers such as their names, addresses and valid contact details, set up registration files and check and update them on a regular basis. Relevant files shall be kept for not less than three years from the date of termination of the advertisement release. Internet advertising operators and publishers are required to set up advertisement reviewers familiar with advertising laws and regulations or establish a special department responsible for the review of internet advertisements. Where internet advertising is published by means of algorithmic recommendation, the relevant rules and records of such algorithmic recommendation shall be included in the advertising filings. In addition, the advertisers and advertising publishers are required to set obvious buttons in the internet advertisements including the pop-up advertisements to ensure the closing of such advertisements by one click. The Internet Advertising Measures further clarifies that product sellers or service providers promoting products or services through online live streaming which constitutes commercial advertisements shall assume the responsibilities and obligations of an advertiser. Since the Internet Advertising Measures was recently promulgated, there remain uncertainties as to the interpretation and implementation in practice, as well as their ultimate impact on our business and results of operations in the long term.



On November 1, 2021, the MIIT promulgated the Notice of the Ministry of Industry and Information Technology on Launching the Action for Improvements to the Perception of Information and Communications Services, or the MIIT Notice. Under the MIIT Notice, internet enterprises shall set obvious and effective close buttons in the splash ads of their APPs. On September 9, 2022, the Administrative Provisions on Internet Pop-up Window Information Notification Services was issued by the CAC, MIIT and SAMR, effective from September 30, 2022, which requires that splash ads shall be subject to content compliance review and shall be identifiable, prominently marked as “advertisement,” and users shall be notified expressly. Besides, splash ads shall be able to be closed with a single click.

#### **Regulations on Internet Security**

On December 28, 2000, the Standing Committee of the National People’s Congress enacted the Decision on the Protection of Internet Security, as amended on August 27, 2009, which provides that the following activities, among others, conducted through the internet, will be subject to criminal liabilities if constituting a crime: (a) gaining improper entry into any of the computer information networks relating to state affairs, national defensive affairs, or cutting-edge science and technology; (b) spreading rumor, slander or other harmful information via the internet for the purpose of inciting subversion of the state political power; (c) stealing or divulging state secrets, intelligence or military secrets via internet; (d) spreading false or inappropriate commercial information; or (e) infringing on the intellectual property. The Ministry of Public Security issued the Administrative Measures on Security Protection for International Connections to Computer Information Networks on December 16, 1997 and amended it on January 8, 2011, which prohibits using internet to leak state secrets or to spread socially destabilizing content.

On December 13, 2005, the Ministry of Public Security issued the Provisions on the Technical Measures for the Protection of the Security of the Internet, which requires that internet services providers shall have the function of backing up the records for at least 60 days. In addition, internet services providers shall (a) set up technical measures to record and keep the information as registered by users; (b) record and keep the corresponding relation between the internet web addresses and intranet web addresses as applied by users; and (c) record and follow up the net operation and have the functions of security auditing.

On January 21, 2010, the MIIT promulgated the Administrative Measures for Communications Network Security Protection, which requires that all communication network operators including telecommunications services providers and internet domain name service providers divide their own communication networks into units. The unit category shall be classified in accordance with degree of damage to national security, economic operation, social order and public interest. In addition, the communication network operators must file the division and ratings of their communication network with MIIT or its local counterparts. If a communication network operator violates these measures, the MIIT or its local counterparts may order rectification or impose a fine up to RMB30,000 in case such violation is not duly rectified in accordance with the order of the competent authority.

On July 1, 2015, the Standing Committee of the National People’s Congress issued the PRC National Security Law, which came into effect on the same day. The National Security Law provides that the state shall safeguard the sovereignty, security and cyber security 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 April 13, 2020, twelve PRC regulatory authorities including the CAC issued the Cybersecurity Review Measures, with effect from June 1, 2020, which provide detailed cybersecurity review procedures for the purchase of network products and services by operators of “critical information infrastructure.” According to the Measures for Cybersecurity Review, operators of “critical information infrastructure” are operators identified by the regulatory department in charge of the protection of critical information infrastructure, and “network products and services” primarily are core network equipment, high-performance computers and servers, mass storage equipment, large databases and applications, network security equipment, cloud computing services, and other network products and services that may have an important impact on the security of critical information infrastructure.

In addition, the PRC Data Security Law was promulgated by the Standing Committee of the National People’s Congress on June 10, 2021 and took effect on September 1, 2021. The PRC Data Security Law establishes a tiered system for data protection in terms of their importance. Data categorized as “important data,” which will be determined by regulatory authorities in the form of catalogs, are required to be treated with higher level of protection. Specifically, the PRC Data Security Law provides that operators processing “important data” are required to appoint a “data security officer” and a “management department” to take charge of data security. In addition, such operator is required to evaluate the risk of its data activities periodically and file assessment reports with relevant regulatory authorities.

On July 6, 2021, the General Office of the Central Committee of the Communist Party of China and the General Office of the State Council jointly issued the Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law, which request improvement on the laws and regulations related to data security, cross-border data transfer and the management of confidential information, strengthening principal responsibility for the information security of overseas listed companies, strengthening standardized mechanisms for providing cross-border information, and improvement of cross-border audit regulatory cooperation in accordance with the law and the principle of reciprocity.

Regulations on the Security Protection of Critical Information Infrastructure, or the CII Protection Regulations, became effective on September 1, 2021. According to the CII Protection Regulations, critical information infrastructure, or the CII, refers to any important network facilities or information systems of the important industry or field such as public communication and information service, energy, transportation, water conservancy, finance, public services, e-government affairs and national defense science, which may endanger national security, people's livelihood and public interest in the case of damage, function loss or data leakage. Regulators supervising specific industries are required to formulate detailed guidance to recognize the CII in the respective sectors, and a critical information infrastructure operator, or a CIIO, must take the responsibility to protect the CII's security by performing certain prescribed obligations. For example, CIIOs are required to conduct network security test and risk assessment, report the assessment results to relevant regulatory authorities, and timely rectify the issues identified at least once a year. In addition, relevant administration departments of each critical industry and sector shall be responsible to formulate eligibility criteria and determine the CIIO in the respective industry or sector. The operators shall be informed about the final determination as to whether they are categorized as CIIOs.

On November 14, 2021, Regulations on Network Data Security Management (Draft for Comment), or the Draft Regulations on Network Data, was proposed by the CAC for public comments until December 13, 2021. The Draft Measures on Network Data requires data processors to apply for cybersecurity review in accordance with the relevant laws and regulations for carrying out activities including but not limited to: (i) a merger, reorganization, or division to be conducted by an Internet platform operator who has amassed a substantial amount of data resources that concern national security, economic development or the public interest, which will or may impact national security; (ii) an overseas initial public offering to be conducted by a data processor processing the personal information of more than one million individuals; (iii) an initial public offering in Hong Kong to be conducted by a data processor, which will or may impact national security; and (iv) other data processing activities that will or may have an impact on national security. Any failure to comply with such requirements may subject us to, among others, suspension of services, fines, revoking relevant business permits or business licenses and penalties. However, it provides no further explanation or interpretation as to how to determine what "may affect national security." As of the date of this annual report, there is no schedule as to when the Draft Regulations on Network Data will be enacted.

On December 28, 2021, the CAC, the NDRC, the MIIT, and several other PRC regulatory authorities jointly issued the Cybersecurity Review Measures which became effective on February 15, 2022 and replaced the Measures for Cybersecurity Review promulgated on April 13, 2020. Pursuant to the Cybersecurity Review Measures, critical information infrastructure operators that procure internet products and services, and network platform operators engaging in data processing activities, must be subject to the cybersecurity review if their activities affect or may affect national security. The Cybersecurity Review Measures further stipulate that network platform operators holding over one million users' personal information shall apply with the Cybersecurity Review Office for a cybersecurity review before listing in a foreign country. The relevant regulatory authorities may initiate the cybersecurity review against the relevant operators if the authorities believe that the network products or services or data processing activities of such operators affect or may affect national security.

#### **Regulations on Privacy Protection**

On December 29, 2011, the MIIT promulgated the Several Provisions on Regulation of Order of Internet Information Service Market, which prohibit internet information service providers from collecting personal information of any user without prior consent. Internet information service providers shall explicitly inform the users of the means of collecting and processing personal information, the scope of content, and purposes. In addition, internet information service providers shall properly keep the personal information of users, if the preserved personal information of users is divulged or may possibly be divulged, internet information service providers shall immediately take remedial measures and report any actual or potential material leak to the telecommunications regulatory authority.

On December 28, 2012, the Decision on Strengthening Network Information Protection promulgated by the Standing Committee of the National People's Congress emphasizes the need to protect electronic information that contains individual identification information and other private data. The decision requires internet service providers to establish and publish policies regarding the collection and use of electronic personal information and to take necessary measures to ensure the security of the information and to prevent leakage, damage or loss.

In July 2013, the MIIT promulgated the Regulations on Protection of Personal Information of Telecommunications and Internet Users, or the Regulations on Network Information Protection, effective on September 1, 2013, to enhance and enforce legal protection over user information security and privacy on the internet. The Regulations on Network Information Protection require internet operators to take various measures to ensure the privacy and confidentiality of users' information.

Pursuant to the Ninth Amendment to the Criminal Law of the PRC issued by the Standing Committee of the National People's Congress on August 29, 2015, effective on November 1, 2015, any internet service provider that fails to fulfill the obligations related to internet information security as required by applicable laws and refuses to take corrective measures will be subject to criminal liability for (i) any large-scale dissemination of illegal information; (ii) any severe effect due to the leakage of users' personal information; (iii) any serious loss of evidence of criminal activities; or (iv) other severe situations, and any individual or entity that (a) sells or provides personal information to others unlawfully or (b) steals or illegally obtains any personal information will be subject to criminal liability in severe situations.

On November 7, 2016, the Standing Committee of the National People's Congress promulgated the Cybersecurity Law of the PRC, or the Cybersecurity Law, which came into effect on June 1, 2017. Pursuant to the Cybersecurity Law, network operators shall follow their cybersecurity obligations according to the requirements of the classified protection system for cybersecurity, including: (a) formulating internal security management systems and operating instructions, determining the persons responsible for cybersecurity, and implementing the responsibility for cybersecurity protection; (b) taking technological measures to prevent computer viruses, network attacks, network intrusions and other actions endangering cybersecurity; (c) taking technological measures to monitor and record the network operation status and cybersecurity incidents; (d) taking measures such as data classification, and back-up and encryption of important data; and (e) other obligations stipulated by laws and administrative regulations. In addition, network operators shall follow the principles of legitimacy to collect and use personal information and disclose their rules of data collection and use, clearly express the purposes, means and scope of collecting and using the information, and obtain the consent of the persons whose data is gathered.

Pursuant to the Notice of the Supreme People's Court, the Supreme People's Procuratorate and the Ministry of Public Security on Legally Punishing Criminal Activities Infringing upon the Personal Information of Citizens, issued on April 23, 2013, and the Interpretation of the Supreme People's Court and the Supreme People's Procuratorate on Several Issues regarding Legal Application in Criminal Cases Infringing upon the Personal Information of Citizens, which was issued on May 8, 2017 and took effect on June 1, 2017, the following activities may constitute the crime of infringing upon a citizen's personal information: (i) providing a citizen's personal information to specified persons or releasing a citizen's personal information online or through other methods in violation of relevant national provisions; (ii) providing legitimately collected information relating to a citizen to others without such citizen's consent (unless the information is processed, not traceable to a specific person and not recoverable); (iii) collecting a citizen's personal information in violation of applicable rules and regulations when performing a duty or providing services; or (iv) collecting a citizen's personal information by purchasing, accepting or exchanging such information in violation of applicable rules and regulations.

On January 23, 2019, the Office of the Central Cyberspace Affairs Commission and other three authorities jointly issued the Circular on the Special Campaign of Correcting Unlawful Collection and Usage of Personal Information via Apps. Pursuant to this circular, (i) app operators are prohibited from collecting any personal information irrelevant to the services provided by such operator; (ii) information collection and usage policy should be presented in a simple and clear way, and such policy should be consented by the users voluntarily; and (iii) authorization from users should not be obtained by coercing users with default or bundling clauses or making consent a condition of a service. App operators violating such rules may be ordered by authorities to rectify within a given period of time and those that refuse to rectify may be disclosed to the public. Provided that the circumstances are serious, the relevant business may be suspended, the business operation may be terminated for rectification or the relevant business permits or licenses may be revoked in accordance with the law. Such regulatory requirements were emphasized by the Notice on the Special Rectification of Apps Infringing upon User's Personal Rights and Interests, which was issued by MIIT on October 31, 2019. On November 28, 2019, the CAC, the MIIT, the Ministry of Public Security and the SAMR jointly issued the Methods of Identifying Illegal Acts of Apps to Collect and Use Personal Information which further illustrates certain common illegal practices of apps operators in terms of personal information protection, including "failure to publicize rules for collecting and using personal information," "failure to expressly state the purpose, manner and scope of collecting and using personal information," "collection and use of personal information without consent of users of such App," "collecting personal information irrelevant to the services provided by such app in violation of the principle of necessity," "provision of personal information to others without users' consent," "failure to provide the function of deleting or correcting personal information as required by laws" and "failure to publish information such as methods for complaints and reporting."

Furthermore, the Provisions on the Cyber Protection of Children's Personal Information issued by the CAC came into effect on October 1, 2019, which require, among others, that network operators who collect, store, use, transfer and disclose personal information of children under the age of 14 establish special rules and user agreements for the protection of children's personal information, inform the children's guardians in a noticeable and clear manner and shall obtain the consent of the children's guardians.

On May 28, 2020, the National People's Congress adopted the PRC Civil Code, which came into effect on January 1, 2021. Pursuant to the PRC Civil Code, the personal information of a natural person shall be protected by the law. Any organization or individual shall legally obtain such personal information of others and ensure the safety of such information, and shall not illegally collect, use, process or transmit personal information of others, or illegally purchase or sell, provide or make public personal information of others.

On August 20, 2021, the Standing Committee of the National People's Congress promulgated the Personal Information Protection Law of the PRC, or the Personal Information Protection Law, which took effect on November 1, 2021. As the first systematic and comprehensive law specifically for the protection of personal information in the PRC, the Personal Information Protection Law provides, among others, that (i) an individual's consent shall be obtained to use sensitive personal information, (ii) personal information operators using sensitive personal information shall notify individuals of the necessity of such use and impact on the individual's rights, and (iii) where it is necessary for personal information to be provided by a personal information processor to a recipient outside the territory of the PRC due to any business need or any other need, a security assessment organized by the national cyberspace authority shall be passed.

On February 6, 2023, the MIIT issued the Notice on Further Improving the Service Capability of Mobile Internet Apps, or the Mobile Internet Apps Notice. The Mobile Internet Apps Notice requires further enhancement of the service capability of mobile internet apps and reiterates the need to protect the legitimate rights and interests of the users and create a healthy service ecology. Specifically, the Mobile Internet Apps Notice emphasizes, among other things, the regulation of installation and unloading activities, the optimization of service experience, strengthening personal information protection, responding to users' demands and the implementation of responsibilities of the developer and operator of mobile apps.

#### ***Regulations on Infringement upon Intellectual Property Rights via Internet***

The PRC Civil Code, which was adopted by the National People's Congress on May 28, 2020 and became effective on January 1, 2021, provides that (i) an online service provider should be held liable for its own tortious acts in providing online services; (ii) where an internet user engages in tortious conduct through internet services, the obligee shall have the right to notify the internet service provider that it should take necessary action such as by deleting content, screening, breaking links, etc. After receiving the notice, the network service provider shall promptly forward the notice to the relevant network user and take necessary measures in light of the preliminary evidence of infringement and the type of service; if the internet service provider fails to take necessary action after being notified, it shall be jointly and severally liable with the internet user with regard to the additional injury or damage suffered and (iii) where an internet service provider knows or should have known that an internet user is infringing upon other people's civil rights and interests through its internet service but fails to take necessary action, it shall be jointly and severally liable with the internet user.

#### ***Regulations on Algorithm and AI***

On September 17, 2021, the CAC and eight other authorities jointly promulgated the Notice on Promulgation of the Guiding Opinions on Strengthening the Comprehensive Governance of Algorithm-Related Internet Information Services, which provides that, among others, enterprises shall establish an algorithmic security responsibility system and a technology ethics vetting system, improve the algorithmic security management organization, strengthen risk prevention and control as well as potential danger investigation and governance and improve the capacity to respond to algorithmic security emergencies. Enterprises shall also strengthen their sense of responsibility and assume the main responsibility for the results arising from the application of algorithms.

On December 31, 2021, the CAC, the MIIT, the Ministry of Public Security and the SAMR jointly issued the Administration Provisions on Algorithmic Recommendation of Internet Information Services, or the Administration Provisions on Algorithmic Recommendation, which became effective on March 1, 2022. The Administration Provisions on Algorithmic Recommendation stipulates that algorithmic recommendation service providers shall (i) fulfill their responsibilities for algorithm security, (ii) establish and improve management systems for algorithm mechanism examination, ethical vetting in technology, user registration, information release vetting, protection of data security and personal information, anti-telecommunications and internet fraud, security assessment and monitoring, emergency response to security incidents, etc., and (iii) formulate and disclose relevant rules for algorithm recommendation services and be equipped with professional staff and technical support appropriate to the scale of the algorithm recommendation service. The provider of algorithmic recommendation services shall not use the services to (i) engage in any illegal activity which may endanger national security and social public interest, disturb economic and social order, or infringe others' legitimate rights and interest, or (ii) disseminate any information prohibited by laws or regulations.

On November 25, 2022, the CAC, the MIIT and the Ministry of Public Security jointly issued the Administrative Provisions on the Deep Synthesis of Internet Information Services, or the Deep Synthesis Provisions, which became effective on January 10, 2023. According to the Deep Synthesis Provisions, no organization or individual may use deep synthesis services to produce, reproduce, release or disseminate information prohibited by laws and administrative regulations, or to engage in activities that endanger national security and interests, damage the national image, infringe upon social public interests, disrupt the economic and social order or undermine the legitimate rights and interests of others. Specifically, the providers of deep synthesis services shall, among other things, establish and maintain the management systems for algorithmic mechanism review, data security and personal information protection. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — China's internet, music entertainment and long-form audio industries are extensively regulated. Our failure to obtain and maintain requisite licenses or permits or to respond to any changes in policies, laws or regulations may materially and adversely impact our business, financial condition and results of operation."

On April 11, 2023, the CAC published the Administrative Measures on AI-Generated Content Services (Draft for Comments), or the Draft Measures on AIGC, which imposes compliance requirements for providers of generative AI services. The Draft Measures on AIGC provides, among other things, that individuals or organizations that provide generative AI services of text, image or sound shall assume the responsibilities as the producers of such AI-Generated content and shall apply for security assessment and complete the filing formalities of algorithms in accordance with the applicable laws and regulations before providing such services to the public. As of the date of this annual report, there is no schedule as to when the Draft Measures on AIGC will be enacted and there remain uncertainties as to its enactment timetable, final content, interpretation and implementation, as well as their ultimate impact on our business and results of operations in the long term.

#### **Regulations on Intellectual Property Rights**

##### *Copyright*

China has enacted various laws and regulations relating to the protection of copyright. China is also a signatory to some major international conventions on protection of copyright and became a member of the Berne Convention for the Protection of Literary and Artistic Works, the Universal Copyright Convention in October 1992, and the Agreement on Trade-Related Aspects of Intellectual Property Rights upon its accession to the World Trade Organization in December 2001.

The Copyright Law of the PRC, adopted in 1990 and revised in 2001, 2010 and 2020 respectively, or the Copyright Law, and its implementing regulations adopted in 2002 and amended in 2011 and 2013, provide that Chinese citizens, legal persons, or other organizations will, whether published or not, enjoy copyright in their works, which include music works. Copyright will generally be conferred upon the authors, or in case of works made for hire, upon the employer of the author. Copyright holders enjoy personal and economic rights. The personal rights of a copyright holder include rights to publish works, the right to be named as the author of works, the right to amend the works and the right to keep the works intact; while economic rights of a copyright holder include, but are not limited to, reproduction rights, distribution rights, performance rights, information network dissemination rights, etc. In addition, the rights of performers with respect to their performance, rights of publishers with respect to their design of publications, rights of producers with respect to their video or audio productions, and rights of broadcasting or TV stations with respect to their broadcasting or TV programs are classified as copyright-related interest and protected by the Copyright Law. For a piece of music works, it may involve the copyright of lyricist and of composers, which are collectively referred to as "music publishing rights" elsewhere in this annual report, and the copyright-related interests of recording producers and of performers, which can be collectively referred to as "musical recording rights" elsewhere in this annual report.

The copyright holders may license others to exercise or assign all or part of their economic rights attached to their works. The license can be made on an exclusive or non-exclusive basis. With a few exceptions, an exclusive license or an assignment of copyright should be evidenced in a written contract.

Pursuant to the Copyright Law and its implementing regulations, copyright infringers are subject to various civil liabilities, such as stopping infringing activities, issuing apologies to the copyright owners and compensating the copyright owners for damages resulting from such infringement. The damages should be calculated based on the actual loss suffered by the copyrights owner or the illegal income made by the infringer.

The Provisional Measures on Voluntary Registration of Works, promulgated by the National Copyright Administration on December 31, 1994 and effective on January 1, 1995, provides for a voluntary registration system as administered by the National Copyright Administration and its local counterparts.

The Computer Software Copyright Registration Measures, or the Software Copyright Measures, promulgated by the National Copyright Administration on February 20, 2002, regulates registrations of software copyright, exclusive licensing contracts for software copyright and assignment agreements. The National Copyright Administration administers software copyright registration, and the Copyright Protection Center of China is designated as the software registration authority. The Copyright Protection Center of China shall grant registration certificates to the Computer Software Copyright applicants which meet the requirements of both the Software Copyright Measures and the Computer Software Protection Regulations, promulgated by the State Council on June 4, 1991 and last amended on January 30, 2013.

The Measures for Administrative Protection of Copyright Related to Internet, which were jointly promulgated by the National Copyright Administration and the MII on April 29, 2005 and became effective on May 30, 2005, provide that upon receipt of an infringement notice from a legitimate copyright holder, an internet content service provider must take remedial actions immediately by removing or disabling access to the infringing content. If an internet content service provider knowingly transmits infringing content or fails to take remedial actions after receipt of a notice of infringement that harms public interest, the internet content service provider could be subject to administrative penalties, including an order to cease infringing activities, confiscation by the authorities of all income derived from the infringing activities, or payment of fines.

On May 18, 2006, the State Council promulgated the Regulations on the Protection of the Right to Network Dissemination of Information, as amended on January 30, 2013. Under these regulations, an owner of the network dissemination rights with respect to written works or audio or video recordings who believes that information storage, search or link services provided by an internet service provider infringe his or her rights may require that the internet service provider delete, or disconnect the links to, such works or recordings. The internet service provider who provides information storage space to recipients of its services to facilitate the provision by such recipient of works, performances and audio-video content to the public shall not be held liable for losses caused by any alleged infringement, provided that such internet service provider has deleted relevant works, performances and audio-video content after receiving a notice from the purported right holder, and the satisfaction of certain other conditions, including that (i) such internet service provider has specifically indicated that such information storage space is provided for the recipients of its services and the name, contact person information and network address of the network service provider have been made public; (ii) the works, performances and audio-video content provided by the recipients are not altered; (iii) the internet service provider is not aware and has no reason to be aware that the works, performances and audio-video content provided by recipients of its services are infringing; and (iv) the internet service provider does not derive economic benefits directly from the works, performances and audio-video content provided by the recipients of its services. Additionally, according to the Provisions of the Supreme People's Court on Several Issues Concerning the Application of Law to Trial of Civil Dispute Cases of Infringement upon Information Network Transmission Rights promulgated by the Supreme People's Court on December 17, 2012 and amended on December 29, 2020, in cases where the plaintiff in an infringement claim has raised preliminary evidence to prove that an internet service provider has provided works, performances or audio and video products, if such network service provider can prove that it has provided no more than network services and had no fault, the act of such network service provider will not be considered infringement.

#### *National Copyright Administration*

The Copyright Law provides that holders of copyright or copyright-related rights may authorize a collective copyright management organization to exercise their copyright or copyright-related rights. Upon authorization, the collective copyright administration organization is entitled to exercise the copyright or copyright-related rights in its own name for the holders of copyright or copyright-related rights, and participate as a party in court or arbitration proceedings concerning the copyright or copyright-related rights. On December 7, 2013, the State Council promulgated the amended Regulations on Collective Administration of Copyright, or the Collective Administration Regulations. The Collective Administration Regulations clarified that the collective copyright management organization is allowed to (i) enter into license agreement with users of copyright or copyright-related rights, (ii) charge royalty from users, (iii) pay royalty to holders of copyright or copyright-related rights, and (iv) participate in court or arbitration proceedings concerning the copyright or copyright-related rights. Pursuant to the Collective Administration Regulations, performance rights, filming rights, broadcasting rights, rental rights, information network dissemination rights, reproduction rights and other rights stipulated by the Copyright Law which are hard to be exercised effectively by the right holders may be collectively administered by a collective copyright administration organization. Foreigners and stateless persons may, through an overseas collective copyright management organization having a mutual representation contract with the collective copyright management organization in China, authorize the collective copyright management organization in China to manage copyright or copyright-related rights in China. The aforesaid mutual representation contract means a contract under which the collective copyright management organization in China and its overseas peers authorize each other to conduct collective copyright administration within their respective home countries or regions. In 1992, the National Copyright Administration and Chinese Musicians Association jointly established the Music Copyright Society of China.

The Collective Administration Regulations also prescribes that unauthorized establishments of collective administrations or branches and unauthorized collective copyrights administration activities shall be banned by the copyrights administration department or the civil administration department of the State Council in accordance with their respective scope of functions and relevant illegal gains shall be confiscated, meanwhile if the case constitutes a crime, criminal responsibility shall be investigated according to the law.

#### *Trademark*

According to the Trademark Law of the PRC, adopted in 1982 and last amended in 2019, as well as the Implementation Regulation of the Trademark Law of the PRC adopted by the State Council in 2002 and subsequently amended in 2014, registered trademarks are granted a term of ten years which may be renewed for consecutive ten-year periods upon request by the trademark owner. Trademark license agreements shall be filed with the Trademark Office for record. Conducts that shall constitute an infringement of the exclusive right to use a registered trademark include but are not limited to: using a trademark that is identical with or similar to a registered trademark on the same or similar goods without the permission of the trademark registrant, selling goods that violate the exclusive right to use a registered trademark, etc. Pursuant to the Trademark Law of the PRC, in the event of any of the foregoing acts, the infringing party will be ordered to stop the infringement immediately and may be fined; the counterfeit goods will be confiscated. The infringing party may also be held liable for the right holder's damages, which will be equal to gains obtained by the infringing party or the losses suffered by the right holder as a result of the infringement, including reasonable expenses incurred by the right holder for stopping the infringement.

#### *Patent*

In China, the Patent Administrative Department of the State Council is responsible for administering patents, uniformly receiving, examining and approving patent applications. In 1984, the Standing Committee of the National People's Congress adopted the Patent Law of the PRC, which was subsequently amended in 1992, 2000, 2008 and 2020, respectively. In addition, the State Council promulgated the Implementing Rules of the Patent Law in 2001, as amended in 2002 and 2010 respectively, pursuant to which a patentable invention and utility model must meet three conditions: novelty, inventiveness and practical applicability, and designs must be obviously different from current designs or combinations thereof. Patents cannot be granted for scientific discoveries, rules and methods for intellectual activities, methods used to diagnose or treat diseases, animal and plant breeds or substances obtained by means of nuclear transformation. A patent is valid for a term of twenty years with respect to an invention, a term of ten years with respect to a utility model and a term of fifteen years with respect to a design, starting from the application date. Except under certain circumstances specifically provided by law, any third party user must obtain consent or a proper license from the patent owner to use the patent, or else the use will constitute an infringement of the rights of the patent holder.

#### *Domain Names*

In China, the administration of PRC internet domain names is mainly regulated by the MIIT, under supervision of the China Internet Network Information Center, or CNNIC. On August 24, 2017, the MIIT promulgated the Measures on Administration of Internet Domain Names, which became effective as of November 1, 2017 and replaced the Measures on Administration of Domain Names for the Chinese Internet issued by the MIIT on November 5, 2004, which adopt a "first to file" rule to allocate domain names to applicants, and provide that the MIIT shall supervise the domain names services nationwide and publicize PRC's domain name system. On June 18, 2019, the CNNIC issued a circular to authorize a domain name dispute resolution institution acknowledged by the CNNIC to decide relevant disputes. On January 1, 2018, the Circular of the Ministry of Industry and Information Technology on Regulating the Use of Domain Names in Providing Internet-based Information Services issued by the MIIT became effective, which stipulates that an internet access service provider shall, pursuant to requirements stated in the Anti-Terrorism Law of the PRC and the Cybersecurity Law of the PRC, verify the identities of internet-based information service providers, and the internet access service providers shall not provide access services for those who fail to provide their real identity information.

#### *Regulations on Taxation*

##### *Enterprise Income Tax*

On March 16, 2007, the National People's Congress promulgated the PRC Enterprise Income Tax Law which was amended on February 24, 2017 and December 29, 2018; and on December 6, 2007, the State Council enacted the Implementation Regulations for the Enterprise Income Tax Law of the PRC, which was amended on April 23, 2019, or collectively, the PRC EIT Law. Under the PRC EIT Law, both resident enterprises and non-resident enterprises are subject to tax in the PRC. Resident enterprises are defined as enterprises that are established in China in accordance with PRC laws, or that are established in accordance with the laws of foreign countries or regions but whose actual management institutions are in the PRC. Non-resident enterprises are defined as enterprises that are organized under the laws of foreign countries or regions and whose actual management institutions are outside the PRC, but have established institutions or premises in the PRC, or have no such established institutions or premises but have income generated from the PRC. Under the PRC EIT Law and relevant implementing regulations, a uniform enterprise income tax rate of 25% is applied.

However, if non-resident enterprises have not formed permanent establishments or premises in the PRC, or if they have formed permanent establishments or premises in the PRC but there is no actual relationship between the relevant income derived in the PRC and the established institutions or premises set up by them, enterprise income tax is set at the rate of 10% with respect to their income sourced from the PRC.

Pursuant to the PRC EIT Law, the EIT tax rate of a qualified high and new technology enterprise, or HNTE, is 15%. According to the Administrative Measures for the Recognition of HNTEs, effective on January 1, 2008 and amended on January 29, 2016, for each entity accredited as HNTE, its HNTE status is valid for three years if it meets the qualifications for HNTE on a continuing basis during such period. Beijing Kuwo and a subsidiary of the Group, Guangzhou Fanxing Entertainment Information Technology Co., Ltd. ("Fanxing"), have been recognized as HNTE by relevant government authorities and were entitled to a preferential tax rate of 15% for the years ended December 31, 2020, 2021 and 2022. Guangzhou Kugou has also been recognized as HNTE by the relevant government authorities and was entitled to a preferential tax rate of 15% for the years ended December 31, 2020 and subject to the unified CIT rate of 25% for the year ended December 31, 2021 and 2022. For the years ended December 31, 2020 and 2021, Yeelion Online and TME Tech Shenzhen were entitled to a reduced tax rate of 12.5%. For the year ended December 31, 2022, Yeelion Online and TME Tech Shenzhen were recognized as HNTE by relevant government authorities and entitled to a preferential tax rate of 15%.

Pursuant to the PRC EIT Law, a qualified software enterprise, or SE, is entitled to an exemption from income tax for the first two years, commencing from the first profitable year, and a reduction of half tax rate for the next three years. Yeelion Online Network Technology (Tianjin) Co., Ltd. ("Yeelion Online Tianjin") and Guangzhou Shiyinlian Software Technology Co., Ltd. ("Shiyinlian") were qualified as SE and have been entitled to tax holidays for the year ended December 31, 2020 (i.e. their first profitable year in 2019), and they were entitled to a reduced tax rate of 12.5% for the years ended December 31, 2021 and 2022.

Certain subsidiaries of the Group are entitled to other tax concession, mainly include the preferential tax rate of 15% applicable to some subsidiaries located in certain area of PRC upon fulfillment of certain requirements of the respective local government.

Furthermore, certain subsidiaries of the Group are subject to other preferential tax treatment for certain reduced tax rates ranging from 2.5% to 9%.

#### *Value-added Tax*

The Provisional Regulations on Value-added Tax of the PRC were promulgated by the State Council on December 13, 1993 and came into effect on January 1, 1994 which were last amended on November 19, 2017. The Detailed Rules for the Implementation of Provisional Regulations on Value-added Tax of the PRC were promulgated by the Ministry of Finance on December 25, 1993 and subsequently amended on December 15, 2008 and October 28, 2011, or collectively, VAT Law. On November 19, 2017, the State Council promulgated the Order on Abolishing the Provisional Regulations of the PRC on Business Tax and Amending the Provisional Regulations on Value-added Tax of the PRC, or Order 691. According to the VAT Law and Order 691, all enterprises and individuals engaged in the sale of goods, processing, repair and replacement services, sales of services, intangible assets, real property and the importation of goods within the territory of the PRC are the taxpayers of VAT. The VAT rates generally applicable are simplified as 17%, 11% and 6%, and the VAT rate applicable to small-scale taxpayers is 3%.

On April 4, 2018, the Ministry of Finance and the SAT jointly issued the Notice on Adjustment of VAT Rates, which came into effect on May 1, 2018. According to the above-mentioned notice, the taxable goods previously subject to VAT rates of 17% and 11% respectively become subject to lower VAT rates of 16% and 10% respectively. On March 20, 2019, the Ministry of Finance, the SAT and the General Administration of Customs issued the Announcement on Relevant Policies on Deepening the Reform of Value-added Tax, pursuant to which the taxable goods previously subject to VAT rates of 16% and 10% respectively become subject to lower VAT rates of 13% and 9% respectively, effective from April 1, 2019.

As of the date of this annual report, our PRC subsidiaries and the VIEs are generally subject to VAT rates of 3%, 6% or 13% (which was 16% prior to April 1, 2019).

#### *Dividend Withholding Tax*

The PRC EIT Law provides that since January 1, 2008, an enterprise income tax rate of 10% will normally be applicable to dividends declared to non-PRC resident investors which do not have an establishment or place of business in the PRC, or which have such establishment or place of business but whose 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.

Pursuant to the Arrangement Between the Mainland of China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Incomes, or the Double Tax Avoidance



Arrangement and other applicable PRC laws, 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, the 10% withholding tax on the dividends the Hong Kong resident enterprise receives from a PRC resident enterprise may be reduced to 5%. However, based on the Circular on Certain Issues with Respect to the Enforcement of Dividend Provisions in Tax Treaties, or the SAT Circular 81, issued on February 20, 2009 by the SAT if the relevant PRC tax authorities determine, at their discretion, that a company benefits from such reduced income tax rate due to a structure or arrangement that is primarily tax-driven, such PRC tax authorities may adjust the preferential tax treatment. According to the Circular on Several Issues regarding the "Beneficial Owner" in Tax Treaties, which was issued on February 3, 2018 by the SAT, effective as of April 1, 2018, when determining the applicant's status of the "beneficial owner" regarding tax treatments in connection with dividends, interests or royalties in the tax treaties, several factors, including without limitation, whether the applicant is obligated to pay more than 50% of its income in twelve months to residents in a third country or region, whether the business operated by the applicant constitutes actual business activities, and whether the counterparty country or region to the tax treaties does not levy any tax or grant tax exemption on relevant incomes or levy tax at an extremely low rate, will be taken into account, and such factors will be analyzed according to the actual circumstances of the specific cases. This circular further provides that any applicant who intends to prove his or her status as the "beneficial owner" shall submit the relevant documents to the relevant tax bureau according to the Announcement on Issuing the Measures for the Administration of Non-Resident Taxpayers' Enjoyment Treaty Benefits.

#### *Tax on Indirect Transfers*

On February 3, 2015, the SAT issued the Circular on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or SAT Circular 7, which was partially repealed in October and December 2017. Pursuant to SAT Circular 7, an "indirect transfer" of assets, including equity interests in a PRC resident enterprise by non-PRC resident enterprises, may be recharacterized 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. When determining whether there is a "reasonable commercial purpose" for the transaction arrangement, factors to be taken into consideration include, inter alia, whether the main value of the equity interest of the relevant offshore enterprise derives directly or indirectly 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 is mainly derived from China; and 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. According to SAT Circular 7, where the payor fails to withhold any or sufficient tax, the transferor shall 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. SAT Circular 7 does not apply to transactions of sale of shares by investors through a public stock exchange where such shares were acquired on a public stock exchange. On October 17, 2017, the SAT issued the Circular on Issues of Withholding of Income Tax of Non-resident Enterprises at Source, as amended on June 15, 2018, or SAT Circular 37, which further elaborates the relevant implemental rules regarding the calculation, reporting and payment obligations of the withholding tax by the non-resident enterprises. Nonetheless, there remain uncertainties as to the interpretation and application of SAT Circular 7. SAT Circular 7 may be determined by the tax authorities to be applicable to our offshore transactions or sale of our shares or those of our offshore subsidiaries where non-resident enterprises, being the transferors, were involved.

#### **Regulations on Foreign Exchange Registration of Offshore Investment by PRC Residents**

##### *General Rules*

The core regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations of the PRC, promulgated by the State Council in 1996 and most recently amended in August 2008, or the Foreign Exchange Regulations. Under the Foreign Exchange Regulations, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from the SAFE by complying with certain procedural requirements. By contrast, the conversion of Renminbi into other currencies and remittance of the converted foreign currency outside the PRC to pay capital expenses such as the repayment of foreign currency-denominated loans, or if foreign currency is to be remitted into China under the capital account such as a capital increase or foreign currency loans to our PRC subsidiaries, prior approval from or registration with appropriate regulatory authorities is required.

Pursuant to the Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment, or SAFE Circular 59 promulgated by the SAFE on November 19, 2012, which became effective on December 17, 2012, and were further amended on May 4, 2015, October 10, 2018 and December 30, 2019, the opening of various special purpose foreign exchange accounts, such as pre-establishment expenses accounts, foreign exchange capital accounts and guarantee accounts, the reinvestment of Renminbi proceeds by foreign investors in the PRC, and remittance of foreign exchange profits and dividends by a foreign invested enterprise to its foreign shareholders no longer require the approval or verification of the SAFE.

In February 2015, the SAFE promulgated the Circular of Further Simplifying and Improving the Policies of Foreign Exchange Administration Applicable to Direct Investment, or SAFE Circular 13, which became effective on June 1, 2015 and partially repealed on December 30, 2019. SAFE Circular 13 cancels the administrative approval requirements of foreign exchange registration of foreign direct investment and overseas direct investment, and simplifies the procedure of foreign exchange-related registration, and foreign exchange registrations of foreign direct investment and overseas direct investment will be handled by the qualified banks and their branches instead of the SAFE and its branches.

The Circular on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-invested Enterprises, or SAFE Circular 19, which was issued by the SAFE on March 30, 2015 and effective from June 1, 2015 and was partially repealed on December 30, 2019, allows foreign-invested enterprises, within the scope of business, to settle their foreign exchange capital on a discretionary basis according to the actual needs of their business operation and provides the procedures for foreign-invested enterprises to use Renminbi converted from foreign currency-denominated capital for equity investment.

In January 2017, the SAFE promulgated the Circular on Further Improving Reform of Foreign Exchange Administration and Optimizing Genuineness and Compliance Verification, or SAFE Circular 3, which stipulates several capital control measures with respect to the outbound remittance of profit from domestic entities to offshore entities, including (i) under the principle of genuine transaction, banks shall check board resolutions regarding profit distribution, the original of tax filing records and audited financial statements; and (ii) domestic entities shall hold income to account for previous years' losses before remitting the profits. Further, according to SAFE Circular 3, domestic entities shall make detailed explanations of the sources and utilization arrangements of capital, and provide board resolutions, contracts and other proof when applying for completing the registration in connection with an outbound investment and outbound remittance of capitals.

#### *Offshore Investment*

The Circular of SAFE on Issues Concerning the Foreign Exchange Administration over the Overseas Investment and Financing and Round-trip Investment by Domestic Residents via Special Purpose Vehicles, or SAFE Circular 37, which became effective on July 4, 2014, regulates foreign exchange matters in relation to the use of special purpose vehicles, or SPVs, by PRC residents or entities to seek offshore investment and financing or conduct round trip investment in China. Under Circular 37, an SPV refers to offshore enterprises directly established or indirectly controlled by PRC residents for the purpose of seeking offshore equity financing or making offshore investment, using legitimate domestic or offshore assets or interests, while "round trip investment" refers to the direct investment in China by PRC residents or entities through SPVs, namely, establishing foreign-invested enterprises to obtain the ownership, control rights and management rights. SAFE Circular 37 requires that, before making contribution into an SPV, PRC residents or entities are required to register with the local SAFE branch.

Pursuant to SAFE Circular 37 and SAFE Circular 13, PRC residents or entities can register with qualified banks instead of the SAFE or its local branch in connection with their establishment of an SPV.

An amendment to registration or subsequent filing with qualified banks by such PRC resident is also required if there is a material change with respect to the capital of the offshore company, such as any change of basic information (including change of individual shareholder of such PRC residents, change of name and operation term of the SPV), increases or decreases in investment amount, transfers or exchanges of shares, or mergers or divisions. Failure to comply with the registration procedures set forth in SAFE Circular 37, misrepresent on or failure to disclose the actual controllers of foreign-invested enterprise that is established through round-trip investment, may result in bans on the foreign exchange activities of the relevant onshore company, including the payment of dividends and other distributions to its offshore parent or affiliates, and may also subject relevant PRC residents to penalties under the Foreign Exchange Administration Regulations of the PRC.

#### *Employee Stock Incentive Plan*

The SAFE issued the Circular on Issues Concerning the Administration of Foreign Exchange Used for Domestic Individuals' Participation in Equity Incentive Plans of Overseas Listed Companies, or SAFE Circular 7 in 2012. Pursuant to SAFE Circular 7, employees, directors, supervisors and other senior officers who participate in any equity incentive plan of publicly-listed overseas companies and who are PRC citizens or non-PRC citizens residing in China for a consecutive period of no less than one year, subject to a few exceptions, are required to register with the SAFE or its local branches through a domestic qualified agent, which could be a PRC subsidiary of such overseas listed companies, and complete other procedures with respect to the equity incentive plan. In addition, the PRC agent is required to amend SAFE registration with respect to the equity incentive plan if there is any material change to the equity incentive plan, the PRC agent or other material changes. The PRC agent must, on behalf of these individuals who have the right to exercise the employee share options, apply to the SAFE or its local branches for an annual quota for the payment of foreign currencies in connection with these individuals' exercising the employee share options. Such individuals' foreign exchange income received from the sale of stocks and dividends distributed by the overseas listed company and any other income shall be fully remitted into a collective foreign currency account in China opened and managed by the PRC subsidiaries of the overseas listed company or the PRC agent before distribution to such individuals.

The Group and the Group's executive officers and other employees who are PRC citizens or non-PRC citizens residing in China for a consecutive period of not less than one year and having been granted awards are subject to these regulations. Failure of our PRC option holders or restricted shareholders to complete their SAFE registrations may subject us and these employees to fines and other legal sanctions.

In addition, the SAT has issued certain notices concerning employee share options and restricted shares. Under these notices, employees working in China who exercise share options or are granted restricted shares will be subject to PRC individual income tax. Our PRC subsidiaries are required to file documents related to employee share options or restricted shares with relevant tax authorities and to withhold individual income taxes of employees who exercise their share options or purchase restricted shares. If the employees fail to pay or the PRC subsidiaries fail to withhold their income taxes in accordance with relevant laws and regulations, the PRC subsidiaries may face sanctions imposed by the tax authorities or other PRC regulatory authorities.

#### *Loans by Foreign Companies to their PRC Subsidiaries*

Loans made by foreign investors as shareholders in foreign invested enterprises established in China are considered to be foreign debts and are mainly regulated by the Regulation of the People's Republic of China on Foreign Exchange Administration, the Interim Provisions on the Management of Foreign Debts, the Statistical Monitoring of Foreign Debts Tentative Provisions, and the Administrative Measures for Registration of Foreign Debts. Pursuant to these regulations and rules, a shareholder loan in the form of foreign debt made to a PRC entity does not require the prior approval of the SAFE, but such foreign debt must be registered with and recorded by the SAFE or its local branches within 15 business days after such foreign debt contract has been entered into. Under these regulations and rules, the balance of the foreign debts of a foreign invested enterprise shall not exceed the difference between the total investment and the registered capital of the foreign invested enterprise, or the Total Investment and Registered Capital Balance.

The Notice of the People's Bank of China on Matters concerning the Macro-Prudential Management of Full-Covered Cross-Border Financing, or PBOC Notice No. 9, issued by the PBOC on January 12, 2017, provides that within a transition period of one year from January 12, 2017, the foreign invested enterprises may adopt the currently valid foreign debt management mechanism, or the Current Foreign Debt Mechanism, or the mechanism as provided in PBOC Notice No. 9, or the Notice No. 9 Foreign Debt Mechanism, at their own discretion. PBOC Notice No. 9 provides that enterprises may conduct independent cross-border financing in RMB or foreign currencies as required. According to the PBOC Notice No. 9, the outstanding cross-border financing of an enterprise (the outstanding balance drawn, here and below) shall be calculated using a risk-weighted approach, or the Risk-Weighted Approach, and shall not exceed the specified upper limit, namely: risk-weighted outstanding cross-border financing = the upper limit of risk-weighted outstanding cross-border financing. The upper limit of risk-weighted outstanding cross-border financing of an enterprise = its net assets × the leverage rate of cross-border financing × the macro-prudential adjustment parameter, among which the leverage rate of cross-border financing of an enterprise shall be 2 for enterprises, and the macro-prudential adjustment parameter shall be 1. The macro-prudential adjustment parameter was further increased from 1 to 1.25 on October 25, 2022. Therefore, as of the date of this annual report, the upper limit of risk-weighted outstanding cross-border financing of a PRC enterprise is 250% of its net assets, or Net Asset Limits. Enterprises shall file with the SAFE in its capital item information system after entering into a cross-border financing agreement, but no later than three business days before making a withdrawal.

In addition to the foregoing, pursuant to the Notice of the State Administration of Foreign Exchange on Further Promoting the Facilitation of Cross-border Trade and Investment, or the SAFE Circular 28, which was promulgated by the SAFE on October 23, 2019 and came into effect on the same date our PRC subsidiaries established in the pilot regions, which refers to Guangdong-Hong Kong-Macao Greater Bay Area and Hainan province, are not required to register each of their foreign debts with the SAFE or its local branches but to complete foreign debts registration with the SAFE or its local branches in the amount of 200% of the net assets of the

relevant PRC subsidiary. Upon such registrations, our relevant PRC subsidiaries will be allowed to procure foreign loan within the registered amount and complete the formalities for inward and outward remittance of funds, purchase and settlement of foreign currency directly with a bank, and are required to make declaration of international balance of payments pursuant to applicable regulations. However, since it is relatively new, uncertainties still exist in relation to its interpretation and implementation.

Based on the foregoing, if we provide funding to our wholly foreign owned subsidiaries through shareholder loans, the balance of such loans shall not exceed the Total Investment and Registered Capital Balance and we will need to register such loans with the SAFE or its local branches in the event that the Current Foreign Debt Mechanism applies, or the balance of such loans shall be subject to the Risk-Weighted Approach and the Net Asset Limits and we will need to file the loans with the SAFE in its information system in the event that the Notice No. 9 Mechanism applies. Under the PBOC Notice No. 9, after a transition period of one year from January 11, 2017, the PBOC and the SAFE will determine the cross-border financing administration mechanism for the foreign-invested enterprises after evaluating the overall implementation of PBOC Notice No. 9. As of the date hereof, neither the PBOC nor the SAFE has promulgated and made public any further rules, regulations, notices or circulars in this regard. It is uncertain which mechanism will be adopted by the PBOC and the SAFE in the future, and what statutory limits will be imposed on us when providing loans to our PRC subsidiaries. Despite neither the Foreign Investment Law nor its Implementing Regulation prescribes whether the certain concept "total investment amount" with respect to foreign-invested enterprises will still be applicable, no PRC laws and regulations have been officially promulgated to abolish the Current Foreign Debt Mechanism.

#### ***Foreign Debts***

On January 5, 2023, the NDRC promulgated the Administrative Measures for Examination and Registration of Medium and Long-term Foreign Debts of Enterprises, or the Foreign Debts Measures, which became effective on February 10, 2023. For the purpose of the Foreign Debts Measures, medium and long-term foreign debts refer to debt instruments with a maturity of more than one year, denominated in Renminbi or a foreign currency, issued overseas by PRC enterprises and overseas enterprises or branches controlled by them, with the principal repaid and interest accrued as agreed. Enterprises shall, prior to the borrowing of foreign debts, complete the formalities of examination and registration and obtain the certificate of examination and registration. Those that have not completed examination and registration formalities are not allowed to borrow foreign debts. Pursuant to the Foreign Debts Measures, the requirement of the examination and registration formalities also apply to the indirect borrowing of medium and long-term foreign debts by domestic enterprises. The Foreign Debts Measures also provides that an enterprise whose principal business activities are conducted within the territory of China, issues bonds or borrows commercial loans overseas, in the name of an enterprise registered overseas, based on the equity, assets, earnings or other similar rights and interests of the domestic enterprise, shall be deemed as indirect borrowing of foreign debts overseas by domestic enterprises.

#### ***Regulations on Employment and Social Welfare***

##### ***Employment***

The Labor Law of the PRC which was promulgated by the Standing Committee of the National People's Congress on July 5, 1994, effective since January 1, 1995, and were further amended on August 27, 2009 and December 29, 2018, the Labor Contract Law of the PRC which was promulgated by the Standing Committee of the National People's Congress on June 29, 2007 and amended on December 28, 2012, and the Implementing Regulations of the Labor Contract Law of the PRC which was promulgated by the State Council on September 18, 2008, are the principal regulations that govern employment and labor matters in the PRC. Under the above regulations, labor relationships between employers and employees must be executed in written form, and wages shall not be lower than local standards on minimum wages and shall be paid to employees timely. In addition, employers must establish a system for labor safety and sanitation, strictly abide by state standards and provide relevant training to its employees. Employers are also prohibited from forcing employees to work above certain time limit and employers shall pay employees for overtime work in accordance with national regulations.

##### ***Social Insurance and Housing Fund***

According to the Social Insurance Law of the PRC promulgated by the Standing Committee of National People's Congress of the PRC on October 28, 2010, effective since July 1, 2011 and amended on December 29, 2018, together with other relevant laws and regulations, the PRC establishes a social insurance system including basic pension insurance, basic medical insurance, occupational injury insurance, unemployment insurance and maternity insurance. Any employer shall register with the local social insurance agency within 30 days after its establishment and shall register for the employee with the local social insurance agency within 30 days after the date of hiring. An employer shall declare and make social insurance contributions in full and on time. The occupational injury insurance and maternity insurance shall only be paid by employers while the contributions of basic pension insurance, medical insurance and unemployment insurance shall be paid by both employers and employees.

According to the Regulation on the Administration of Housing Fund promulgated by the State Council on April 3, 1999 and amended in 2002 and 2019 respectively, employers are required to register at the designated administrative centers, open bank accounts for depositing employees' housing fund and make housing fund contributions for employees in the PRC. Employer who fails to make housing fund contributions may be ordered to rectify the noncompliance and pay the required contributions within a stipulated deadline.

#### **Regulations on Anti-Monopoly**

The Anti-Monopoly Law of the PRC promulgated by the Standing Committee of the National People's Congress, or the Anti-Monopoly Law, which became effective on August 1, 2008, prohibits undertakings from monopolistic conducts such as:

- Entering into monopolistic agreements, which means agreements or concerted practices to eliminate or restrict competition. For example, agreements for fixing or altering prices of goods, limiting the output or sales volume of goods, fixing the price of goods for resale to third parties, among others, unless such agreements satisfy the specific exemptions prescribed therein, such as improving technologies or increasing the efficiency and competitiveness of small and medium-sized undertakings. Sanctions against such violations include an order to cease the relevant activities, and confiscation of illegal gains and fines (from 1% to 10% of sales revenue in the preceding year, or a fine up to RMB500,000 if the intended monopolistic agreement has not been performed);
- Abuse of dominant market position. For example, selling goods at unfairly high prices or purchasing goods at unfairly low prices, selling goods at prices below cost or refusing to trade with a trading party without any justifiable cause. Sanctions for such violations include an order to cease the relevant activities, confiscation of the illegal gains and fines (from 1% to 10% of sales revenue in the preceding year); and
- Concentration of undertakings which has or may have an effect of eliminating or restricting competition. Pursuant to the Anti-Monopoly Law and the Rules of the State Council on Declaration Threshold for Concentration of Business Undertakings as amended on September 18, 2018, require that the anti-monopoly agency (i.e., the SAMR) shall be notified in advance of any concentration of undertaking if certain filing thresholds (i.e., during the previous fiscal year, (i) the total global turnover of all operators participating in the transaction exceeded RMB10 billion in the preceding fiscal year and at least two of these operators each had a turnover of more than RMB400 million within China in the preceding fiscal year, or (ii) the total turnover within China of all the operators participating in the concentration exceeded RMB2 billion in the preceding fiscal year, and at least two of these operators each had a turnover of more than RMB400 million within China in the preceding fiscal year) are triggered, and no concentration shall be implemented until the anti-monopoly enforcement agency clears the anti-monopoly filing.

In March 2018, the SAMR was formed as a new regulatory agency to take over, among other things, the anti-monopoly enforcement functions from the relevant departments under the MOFCOM, the NDRC and the SAIC, respectively. Since its inception, the SAMR has continued to strengthen its anti-monopoly enforcement. The SAMR issued the Notice on Anti-monopoly Enforcement Authorization on December 28, 2018, which grants authorizations to the SAMR's province-level branches for anti-monopoly enforcement within their respective jurisdictions, and issued the Anti-monopoly Compliance Guideline for Operators on September 11, 2020, which applies to operators under the Anti-Monopoly Law for establishing an anti-monopoly compliance management system and preventing anti-monopoly compliance risks. On November 18, 2021, the National Anti-monopoly Bureau was officially established to formulate anti-monopoly institutional measures and guidelines, implement anti-monopoly law enforcement, undertake the guidance for enterprises' anti-monopoly action responding abroad and so on.

According to the Anti-monopoly Guidelines of the Anti-monopoly Commission under the State Council in the Field of Intellectual Property Rights, which was promulgated and became effective on January 4, 2019, or the Anti-monopoly IP Rights Guidelines, the Anti-Monopoly Law is applicable when the operator abuses intellectual property rights and conducts acts that exclude or restrict competition. Pursuant to the Anti-monopoly IP Rights Guidelines, analysis of whether the operator has abused intellectual property rights to exclude or restrict competition shall follow the following basic principles: (i) the same regulatory standards for other forms of property rights shall be adopted and the relevant provisions of the Anti-monopoly Law of the PRC shall be followed; (ii) the characteristics of intellectual property rights shall be taken into account; (iii) the operator shall not be presumed to have a dominant market position in the relevant market because of its ownership of intellectual property rights; and (iv) the positive impact of relevant behaviors on efficiency and innovation shall be considered on a case-by-case basis.

On June 26, 2019, the SAMR issued the Interim Provisions on the Prohibitions of Acts of Abuse of Dominant Market Positions, which took effect on September 1, 2019 and was amended on March 24, 2022 to further prevent and prohibit the abuse of dominant market positions. On February 7, 2021, the Anti-Monopoly Bureau of the State Council officially promulgated the Guidelines to Anti-Monopoly in the Field of Internet Platforms, or the Anti-Monopoly Guidelines for Internet Platforms. The Anti-Monopoly Guidelines for Internet Platforms mainly covers five aspects, including general provisions, monopoly agreements, abusing market dominance, concentration of undertakings, and abusing of administrative powers eliminating or restricting competition. The Anti-Monopoly Guidelines for Internet Platforms prohibits certain monopolistic acts of internet platforms so as to protect market competition and safeguard interests of users and undertakings participating in the internet platform economy, including without limitation:

(i) prohibiting platforms from reaching monopoly agreements. A monopoly agreement in the field of platform economy refers to any agreement, decision or other concerted conduct by undertakings to exclude or restrict competition. "Other concerted conduct" refers to the conduct whereby undertakings do not explicitly enter into an agreement or decision, but are actually coordinated through data, algorithms, platform rules or other means, except for price following and other parallel conduct conducted by the relevant undertakings based on their independent expression of intent;

(ii) prohibiting the concentration of undertakings that has or may have the effect of eliminating or restricting competition; and

(iii) prohibiting platforms with dominant position from abusing their market dominance. The activities which may constitute the abuse of market dominance include, without limitation, sales of commodities at an unfairly high price or purchases of commodities at an unfairly low price, sales of commodities at a price lower than cost without justified reasons, refusing to enter into transactions with transaction counterparties without justified reasons, limit transactions with transaction counterparties without justified reasons, tie-in sales or attaching unreasonable transaction terms without justified reasons, and differential treatment to the transaction counterparties with identical transaction conditions without justified reasons.

In addition, the Anti-Monopoly Guidelines for Internet Platforms also reinforces anti-monopoly merger review for internet platform related transactions to safeguard market competition.

On June 24, 2022, the Decision of the Standing Committee of the National People's Congress to Amend the Anti-Monopoly Law of the People's Republic of China, or the Decision to Amend the Anti-Monopoly Law, was adopted and became effective on August 1, 2022. The Decision to Amend the Anti-Monopoly Law strengthens the regulation on the internet platforms, requiring that undertakings shall not use data and algorithms, technologies, capital advantages, platform rules, and other means to engage in monopolistic conduct; and also escalates in full scale the administrative penalties for monopolistic conducts, for the failure to notify the anti-monopoly agencies on the proposed concentration of undertakings, the State Council Anti-Monopoly Enforcement Agency may order to reinstate the original status prior to the concentration and impose a fine up to ten percent of the operator's last year's sales revenue, provided that the concentration of undertakings has or may have an effect on excluding or limiting competition; if the concentration does not have the effect of excluding or limiting competition, a fine up to RMB5,000,000 may be imposed on operators. On March 24, 2023, the SAMR promulgated four regulations ancillary to the Anti-Monopoly Law, namely the Review Measures of Concentration of Undertakings, the Provisions on the Prohibition of Monopoly Agreements, the Provisions on the Prohibitions of Acts of Abuse of Dominant Market Positions, and the Provisions on Curbing the Abuse of Administrative Power to Exclude or Restrict Competition, all of which took effect from April 15, 2023. These regulations have, among other things, elaborated the specific requirements under the Anti-Monopoly Law, optimized the regulatory and enforcement procedures and imposed more stringent legal responsibilities on the relevant parties. Specifically, the Review Measures of Concentration of Undertakings have clarified the factors to be considered for the recognition of "control" and "implementation of concentration" under the review mechanism of concentration of undertakings, and elaborate the implementation rules regarding the suspension of review. According to the Review Measures of Concentration of Undertakings, where a concentration of undertakings does not meet the threshold for declaration, but there is evidence that the concentration of undertakings has or may have the effect of excluding or limiting competition, the SAMR may order the operators to file the concentration of undertakings. Since the above-mentioned laws and regulations are relatively new, uncertainty still remains as to their interpretation and implementation.

#### **Regulations on M&A and Overseas Listings**

In 2006, six PRC regulatory agencies, including the CSRC, jointly adopted the Regulations on Mergers of Domestic Enterprises by Foreign Investors, or the M&A Rules, amended in 2009. The M&A Rules purport, among other things, to require an offshore special purpose vehicle controlled by PRC companies or individuals and formed for overseas listing purposes through acquisitions of PRC domestic interest held by such PRC companies or individuals, to obtain the approval from the CSRC prior to publicly listing their securities on an overseas stock exchange. In 2006, the CSRC published a notice on its official website specifying documents and materials required to be submitted to it by the offshore special purpose vehicle seeking CSRC approval of its overseas listing. If the CSRC or other PRC regulatory agencies subsequently determine that prior CSRC approval was required, we may face regulatory actions or other sanctions from the CSRC or other PRC regulatory agencies.

The M&A Rules also establish procedures and requirements that could make some acquisitions of PRC companies by foreign investors more time-consuming and complex, including requirements in some instances that the anti-monopoly law enforcement agency be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise. In addition, the Rules on Implementation of Security Review System for the Merger and Acquisition of Domestic Enterprises by Foreign Investors issued by the MOFCOM in 2011 specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by the MOFCOM, and prohibit any activities attempting to bypass such security review, including by structuring the transaction through a proxy or contractual control arrangement. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — The M&A Rules and certain other PRC regulations establish complex procedures for some acquisitions of Chinese companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China."

On February 17, 2023, the CSRC promulgated the Trial Administrative Measures of the Overseas Securities Offering and Listing by Domestic Companies, or the Trial Measures, and five supporting guidelines, together with five supporting guidelines, which took effect on March 31, 2023. Pursuant to the Trial Measures, PRC domestic companies that directly or indirectly seek to offer or list their securities overseas are required to fulfill the filing procedure with the CSRC and report relevant information to the CSRC. Specifically, the overseas securities offering and listing of any issuer will be deemed as indirect overseas offering by PRC domestic companies if the following conditions are met: (i) 50% or more of any of the issuer's operating revenue, total profit, total assets or net assets as documented in its audited consolidated financial statements for the most recent fiscal year is accounted for by PRC domestic companies; and (ii) the main parts of the issuer's business activities are conducted in mainland China, or its main place(s) of business are located in mainland China, or the majority of senior management staff in charge of its business operations and management are PRC citizens or have their usual place(s) of residence located in mainland China. Where a PRC domestic company fails to fulfill the filing procedure or conceals any material fact or falsifies any major content in its filing documents, such PRC domestic company may be subject to administrative penalties such as rectifications, warnings and fines, and its controlling shareholders, actual controllers, the person directly in charge and other directly liable persons may also be subject to administrative penalties such as warnings and fines.

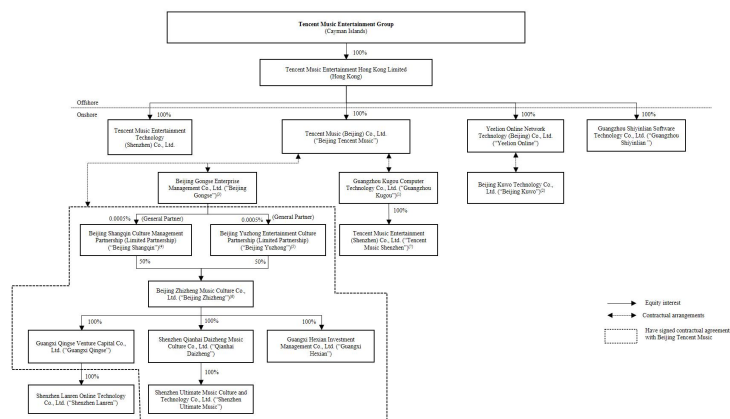
In addition, pursuant to the Trial Measures, an overseas offering and listing of the securities of a PRC domestic company is prohibited under any of the following circumstances, if (i) such securities offering and listing is explicitly prohibited by provisions in laws, administrative regulations and relevant state rules; (ii) the intended securities offering and listing may endanger national security as reviewed and determined by competent authorities under the State Council in accordance with law; (iii) the PRC domestic company intending to make the securities offering and listing, or its controlling shareholder(s) and the actual controller, have committed crimes such as corruption, bribery, embezzlement, misappropriation of property or undermining the order of the socialist market economy during the latest three years; (iv) the PRC domestic company intending to make the securities offering and listing is currently under investigations for suspicion of criminal offenses or major violations of laws and regulations, and no clear conclusion has yet been made thereof; or (v) there are material ownership disputes over equity interests held by the PRC domestic company's controlling shareholder(s) or by other shareholder(s) that are controlled by the controlling shareholder(s) and/or actual controller.

On February 24, 2023, the CSRC, Ministry of Finance, National Administration of State Secrets Protection and National Archives Administration of China promulgated the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies, or the Archives Rules, which took effect on March 31, 2023. Pursuant to the Archives Rules, PRC domestic companies (which may refer to either a joint-stock company incorporated domestically that conducts direct overseas offering and listing, or a domestic operating entity that conducts indirect overseas offering and listing) that seek overseas offering and listing shall strictly abide by applicable laws and regulations of the PRC and the Archives Rules, enhance legal awareness of keeping state secrets and strengthening archives administration, institute a sound confidentiality and archives administration system, and take necessary measures to fulfill confidentiality and archives administration obligations. Such domestic companies shall not leak any state secret and working secret of government agencies, or harm national security and public interest. Furthermore, a PRC domestic company that plans to, either directly or through its overseas listed entity, publicly disclose or provide to relevant individuals or entities including securities companies, securities service providers and overseas regulators, any document and materials that contain state secrets or working secrets of government agencies, shall first obtain approval from competent authorities according to law, and file with the secrecy administrative department at the same level. Moreover, a PRC domestic company that plans to, either directly or through its overseas listed entity, publicly disclose or provide to relevant individuals and entities including securities companies, securities service providers and overseas regulators, any other documents and materials that, if leaked, will be detrimental to national security or public interest, shall strictly fulfill relevant procedures stipulated by applicable national regulations. A PRC domestic company that provides documents and materials to securities companies and securities service providers shall abide by applicable national regulations on confidentiality in handling such documents and materials, and provide at the same time to the securities companies and securities service providers a written statement on the company's implementation of the requirements according to the Archives Rules. Further, where a PRC domestic company, after fulfilling relevant procedures, provides to securities companies, securities service providers and other entities with any documents and materials that contain state secrets or working secrets of government agencies, or any other documents and materials that will be detrimental to national security or public interest if leaked, a non-disclosure agreement shall be signed between the provider and receiver of such

information according to the Law of the PRC on Guarding State Secrets, other laws and regulations and the Archives Rules. The Archives Rules also stipulate that a PRC domestic company that provides accounting archives or copies of accounting archives to any entities including securities companies, securities service providers and overseas regulators and individuals shall fulfill due procedures in compliance with applicable national regulations. However, given that the Archives Rules was recently promulgated, uncertainties remain as to the implementation and interpretation.

#### 4.C. Organizational Structure

The following diagram illustrates the Group's corporate structure as of the date of this annual report, including our significant subsidiaries and the VIEs.



#### Notes:

- (1) Shareholders of Guangzhou Kugou and their respective shareholdings and relationship with our company are as follows: (i) Linzhi Lichuang Information Technology Co., Ltd. (99.47%), an entity controlled by Tencent; (ii) Shenzhen Litong Industry Investment Fund Co., Ltd. (0.08%), an entity controlled by Tencent; and (iii) Qianhai Daizheng (0.45%). Guangzhou Kugou operates *Kugou Music* and *Kugou Live*.
- (2) Shareholders of Beijing Kuwo and their respective shareholdings and relationship with our company are as follows: (i) Linzhi Lichuang Information Technology Co., Ltd. (61.64%), an entity controlled by Tencent; and (ii) Qianhai Daizheng (38.36%). Beijing Kuwo operates *Kuwo Music* and *Kuwo Live*.
- (3) Shareholders of Beijing Gongse and their respective shareholdings and relationship with our company are as follows: (i) Mr. Qihu Yang (20%), our General Counsel; (ii) Mr. Dejun Gu (20%), the head of our human resources department; and (iii) Ms. Xing Chen (20%), Ms. Yueting Luo (20%) and Mr. Yunheng Liang (20%), all of whom are employees of our company.
- (4) Partners of Beijing Shuangqi are Beijing Gongse (0.0005%) (the general partner), Mr. Qihu Yang (19.9999%), Mr. Dejun Gu (19.9999%), Ms. Xing Chen (19.9999%), Ms. Yueting Luo (19.9999%) and Mr. Yunheng Liang (19.9999%).
- (5) Partners of Beijing Yuzhong are Beijing Gongse (0.0005%) (the general partner), Mr. Qihu Yang (19.9999%), Mr. Dejun Gu (19.9999%), Ms. Xing Chen (19.9999%), Ms. Yueting Luo (19.9999%) and Mr. Yunheng Liang (19.9999%).
- (6) Shareholders of Beijing Zhizheng are Beijing Shuangqi (50%) and Beijing Yuzhong (50%).
- (7) Tencent Music Shenzhen operates *QQ Music* and *WeSing*.



#### Contractual Arrangements with the VIEs and Their Respective Shareholders or Partners

Currently, substantially all of the Group's users and business operations are located in the PRC and we do not have plans for any significant overseas expansion in the foreseeable future, as our primary focus is the PRC online music and audio entertainment market, which we believe possesses tremendous growth potential and attractive monetization opportunities.

Current PRC laws and regulations impose certain restrictions or prohibitions on foreign ownership of companies that engage in value-added telecommunication services, internet cultural services, internet audio-video program services and certain other businesses. The Special Administrative Measures for Entrance of Foreign Investment (Negative List) (2021 Version) provides that foreign investors are generally not allowed to own more than 50% of the equity interests in a value-added telecommunication service provider other than providers of e-commerce, domestic multiparty communication, store-and-forward or call center service, and the Provisions on the Administration of Foreign-Invested Telecommunications Enterprises (2016 Revision) require that the major foreign investor in a value-added telecommunication service provider in China must have experience in providing value-added telecommunications services overseas and maintain a good track record. On March 29, 2022, the Decision of the State Council on Revising and Repealing Certain Administrative Regulations, which took effect on May 1, 2022, was promulgated to amend certain provisions of regulations including the Provisions on the Administration of Foreign-Invested Telecommunications Enterprises (2016 Revision), the requirement for major foreign investor to demonstrate a good track record and experience in operating value-added telecommunications businesses is deleted. In addition, foreign investors are prohibited from investing in companies engaged in certain online and culture related businesses. See "4.B. Business Overview — Regulations — Regulations on Foreign Investment." We are a company incorporated in the Cayman Islands. Our PRC subsidiaries, including Beijing Tencent Music and Yeelion Online, among others, are considered foreign-invested enterprises. To comply with the foregoing PRC laws and regulations, the Group primarily conducts its business in China through the VIEs and their respective subsidiaries in the PRC, based on a series of contractual arrangements. As a result of these contractual arrangements, we are considered the primary beneficiary of the VIEs for accounting purposes and are able to consolidate their operating results in our consolidated financial statements under IFRS. These contractual arrangements may not be as effective as direct ownership in providing us with control over the VIEs. If the VIEs or their respective shareholders fail to perform their respective obligations under the contractual arrangements, we could be limited in our ability to enforce the contractual arrangements and may have to incur substantial costs and expend additional resources to enforce such arrangements. We may also have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief, and claiming damages, which we cannot assure will be effective under PRC law. For details of these and other risks associated with our VIE structure, see "Item 3. Key Information — 3.D. Risk Factors — Risks Related to the Group's Corporate Structure."

The following is a summary of the contractual arrangements by and among Yeelion Online, Beijing Kuwo and the shareholders of Beijing Kuwo. The contractual arrangements by and among us (through our wholly-owned PRC subsidiaries) and each of the VIEs as well as their respective shareholders or partners, are substantially similar to the corresponding contractual arrangements discussed below, unless otherwise indicated. In addition, the spouses of certain shareholders or partners of VIEs have also signed spousal consents, the key terms of which are summarized below.

In the opinion of Han Kun Law Offices, our PRC legal counsel:

- the ownership structures of the VIEs and our wholly-owned PRC subsidiaries as of the date of this annual report do not contravene any PRC laws or regulations currently in effect; and
- the contractual arrangements among our wholly-owned PRC subsidiaries, the VIEs and their respective shareholders governed by PRC laws as of the date of this annual report are valid and binding upon each party to such arrangements and enforceable against each party thereto in accordance with their terms and applicable PRC laws and regulations currently in effect.

We have been further advised by our PRC legal counsel that, uncertainties remain as to the interpretation and application of current or future PRC laws and regulations, if the PRC regulators find that the agreements that establish the structure for operating our value-added telecommunication services, internet cultural services, internet audio-video program services and certain other businesses and related business do not comply with PRC regulatory restrictions on foreign investment in such businesses, we could be subject to severe penalties including being prohibited from continuing operations. For a description of the risks related to these contractual arrangements and the Group's corporate structure, please see "Item 3. Key Information — 3.D. Risk Factors — Risks Related to the Group's Corporate Structure."

#### ***Equity Interests Pledge Agreement***

Pursuant to the equity interests pledge agreements dated December 5, 2022 by and among Yeelion Online, Beijing Kuwo and the shareholders of Beijing Kuwo, the shareholders of Beijing Kuwo pledged all of their equity interests in Beijing Kuwo to Yeelion Online, to guarantee Beijing Kuwo's and its shareholders' performance of their obligations under, where applicable, the exclusive option agreement, exclusive technical service agreement and voting trust agreement. If Beijing Kuwo or any of its shareholders breach their contractual obligations under these agreements, Yeelion Online will be entitled to certain rights, including but not limited to the rights to auction or sell the pledged equity interests. Without the prior written consent of Yeelion Online, the shareholders of Beijing Kuwo shall not transfer the pledged equity interests, create or permit to be created any new pledge or any other security interest on the pledged equity interests.

The partners of Beijing Shangqin entered into a series of Share of Property Pledge Agreements with Beijing Tencent Music and Beijing Shangqin, pursuant to which the partners of Beijing Shangqin pledged all of their share of property held in Beijing Shangqin to Beijing Tencent Music. Similarly, the partners of Beijing Yuzhong entered into a series of Share of Property Pledge Agreements with Beijing Tencent Music and Beijing Yuzhong, pursuant to which the partners of Beijing Yuzhong pledged all of their share of property held in Beijing Yuzhong to Beijing Tencent Music.

#### ***Exclusive Option Agreement***

Pursuant to the exclusive option agreement dated December 5, 2022 by and among Yeelion Online, Beijing Kuwo and the shareholders of Beijing Kuwo, the shareholders of Beijing Kuwo irrevocably granted Yeelion Online or its designated person, an exclusive option to purchase at its discretion, all or part of the equity interests held by the shareholders of Beijing Kuwo at the price agreed by the parties to the extent permitted by PRC law. Without the prior written consent of Yeelion Online, the shareholders of Beijing Kuwo shall not transfer or otherwise dispose of, or create any encumbrances or third party interests upon their equity interests in Beijing Kuwo. In addition, Beijing Kuwo irrevocably granted Yeelion Online or its designated party an exclusive option to purchase at its discretion, all or part of the assets held or entitled to be used by Beijing Kuwo, to the extent permitted under PRC law.

#### ***Exclusive Technical Service Agreement or Business Cooperation Agreement***

Pursuant to the exclusive technical service agreement dated July 12, 2016 by and between Yeelion Online and Beijing Kuwo, Yeelion Online or its designated person has the sole and exclusive right to provide specified business support, technical service and consulting service to Beijing Kuwo. Beijing Kuwo agrees to accept such services and, without the prior written consent of Yeelion Online, may not accept the same or similar services provided by any third party during the term of the agreement. Beijing Kuwo agrees to pay to Yeelion Online specified service fees, which represents 90% of the annual net operating income of Beijing Kuwo together with other service fees charged for other ad hoc services provided.

Under the exclusive business cooperation agreement between Beijing Gongse, Beijing Shangqin, Beijing Yuzhong, Beijing Zhizheng, Guangxi Hexian (previously known as Xizang Qiming), Shenzhen Ultimate Music, Guangxi Qingse, or Qianhai Daizheng and our respective and our applicable subsidiary, there is no specific number or percentage of service fees that our subsidiary is entitled to charge for the services provided to each such VIE. Instead, the services fee can be agreed by Beijing Gongse, Beijing Shangqin, Beijing Yuzhong, Beijing Zhizheng, Guangxi Hexian (previously known as Xizang Qiming), Shenzhen Ultimate Music, Guangxi Qingse, or Qianhai Daizheng and our respective applicable subsidiary by taking into account the complexity of services provided, the time consumed and seniority of staff involved and other factors.

#### ***Loan Agreement***

Pursuant to the loan agreement originally dated July 12, 2016 by and among Yeelion Online and certain other parties, and certain other related agreements subsequently entered into by and among Yeelion Online and other parties named therein, Yeelion Online provides loans to Qianhai Daizheng as the borrower solely for the purpose of acquiring equity interests of Beijing Kuwo. Yeelion Online has the sole discretion to determine the method of repayment, including requiring the borrower to transfer their equity interests in Beijing Kuwo to Yeelion Online or its designated person.

#### ***Voting Trust Agreement or Power of Attorney***

Pursuant to the voting trust agreement dated December 5, 2022 by and among Yeelion Online, Beijing Kuwo and the shareholders of Beijing Kuwo, the shareholders of Beijing Kuwo each irrevocably granted Yeelion Online or any person designated by Yeelion Online as their attorney-in-fact to vote on their behalf on all matters of Beijing Kuwo by issuing a voting proxy.

#### *Spousal Consents*

The spouses of certain individual shareholders or partners of the VIEs have each signed a spousal consent letter. Under the spousal consent letter, the signing spouse unconditionally and irrevocably approved the execution by his or her spouse of the above-mentioned equity interests pledge agreement, exclusive option agreement and voting proxy, as applicable, and that his or her spouse may perform, amend or terminate such agreements without his or her consent. Moreover, the spouse confirmed he or she has no rights, and will not assert in the future any right, over the equity interests in the applicable VIEs held by his or her spouse. In addition, in the event that the spouse obtains any equity interest in the applicable VIEs held by his or her spouse for any reason, he or she agrees to be bound by and sign any legal documents substantially similar to the contractual arrangements entered into by his or her spouse, as may be amended from time to time.

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

Our principal executive offices are located in Shenzhen, China. We also have offices in Beijing, Guangzhou and some other cities in China with an aggregate of approximately 91,205 square meters. These facilities are currently accommodating our management headquarters, most of our product development, content acquisition and management, sales and marketing, as well as general and administrative activities. Our main IT infrastructure includes internet data centers (IDC) and content delivery networks (CDN).

We lease all of the facilities that we currently occupy. We believe that the facilities that we currently lease are adequate to meet our needs for the foreseeable future.

In addition, as of the date of this annual report, we owned an aggregate of 9.7 thousand square meters of properties in Guangzhou, China, and we had also entered into an agreement to acquire the land use right for an aggregate of 6.8 thousand square meters of properties in Shenzhen, China.

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

None.

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

You should read the following discussion together with our consolidated financial statements and the related notes included elsewhere in this annual report. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results and timing of events could 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—3.D. Risk Factors” and elsewhere in this annual report.

##### **5.A. Operating Results**

###### **General Factors Affecting Our Results of Operations**

Our business and results of operations are affected by a number of general factors affecting China’s online music and audio entertainment industry, which include:

- our growth strategies;
- our future business development, financial condition and results of operations;
- our ability to retain, grow and engage our user base and expand our content and experience offering;
- expected changes in our revenues, content-related costs and operating margins;
- the evolving regulatory environment;
- our ability to retain key personnel and attract new talent;
- competition in China’s online music and audio entertainment industry; and
- general economic, political, demographic and business conditions in China and globally.

Unfavorable changes in any of these general conditions could negatively affect demand for our services and materially and adversely affect our results of operations.

## Specific Factors Affecting Our Results of Operations

### ***Our ability to maintain our user base and further increase their engagement level***

We generate revenues primarily through the sales of memberships and virtual gifts. Therefore, our ability to generate revenues is in part affected by the number of our users and the levels of their engagement. Our ability to continue to maintain our user base and increase user engagement is driven by various factors, including our ability to increase the breadth and attractiveness of our content offerings, provide smart content recommendations, deliver a differentiated user experience; encourage users to use multiple services across our platform, improve the social interaction features of our platform, and enhance our brand reputation.

We adopt a holistic approach to operating our online music services and social entertainment services to foster the collaboration between them. We leverage our strong product functions and content recommendation and technology capabilities to further enhance product integration between these two services. For example, users can directly access the singing page of a song on our social entertainment apps from the listening page of the song on our online music apps. We also provide real-time recommendations of live streaming content based on what music our users are listening to on our online music apps.

### ***Our ability to increase paying ratio and strengthen our monetization capability***

Our results of operations depend on our ability to convert our vast user base into paying users and drive their spending on our platforms.

The table below sets forth the number of mobile MAUs, paying users, paying ratio and monthly ARPPU for our online music services and social entertainment services for the periods indicated. These figures have not been adjusted to eliminate duplicate access of different products and services by the same user, if any, during any given period.

	2020	For the Year Ended December 31, 2021	2022
Mobile MAUs <sup>(1)</sup> (in millions)			
Online music services	644	622	588
Social entertainment services	240	203	157
Paying users <sup>(1)</sup> (in millions)			
Online music services	49.4	68.6	84.2
Social entertainment services	11.7	10.3	7.8
Paying ratio <sup>(1)</sup>			
Online music services	7.7%	11.0%	14.3%
Social entertainment services	4.9%	5.1%	5.0%
Monthly ARPPU <sup>(1)</sup> (RMB)			
Online music services <sup>(2)</sup>	9.4	8.9	8.6
Social entertainment services <sup>(3)</sup>	141.1	160.0	169.4

Notes:

(1) For definitions, see "Introduction."

(2) The revenues used to calculate the monthly ARPPU of online music services include revenues from subscriptions only. The revenues from subscriptions for the periods indicated were RMB5,560 million, RMB7,333 million and RMB8,699 million (US\$1,261 million), respectively.

(3) The revenues used to calculate the monthly ARPPU of social entertainment services include revenues from social entertainment and others, including advertising services provided on our social entertainment platforms.

Historically, users in China had a relatively lower willingness to pay for online music services as compared with more developed markets, and therefore we, in the past, mainly focused on providing attractive music content and functionalities for our online music services, with a view towards gradually cultivating users' habits and willingness to pay in the long term. Despite the decreases in our already-massive base of mobile MAUs from 2020 to 2022 primarily due to churn of our users and cost optimization measures, we have been able to continuously grow our paying users, paying ratios and revenues for our online music services, thereby creating long-term value for our content partners and China's music industry as a whole. This was because we continued to enhance product features, expand sales channels and diversify premium content offerings of our online music services. In the foreseeable future, we will continue to drive the paying user conversion and revenues of our online music services as the more important contributor to the overall monetization of our platform and we expect the revenues generated from our online music services to steadily increase. In the meantime, we will also endeavor to maintain the competitiveness of our social entertainment services amid the increased market competition and regulatory scrutiny through continuous product innovations and a variety of new initiatives such as audio live streaming and virtual interactive product offerings.

Our ability to continue to monetize our user base is affected by a number of factors, such as our ability to enhance user engagement, our ability to cultivate users' willingness to pay for online music services and social entertainment services, as well as our ability to integrate more monetization models including, for example, the pay-for-streaming model and advertising services, into the overall user experience on our platform. See "Item 4. Information on the Company — 4.B. Business Overview — How We Generate Revenues — Online Music Services" for more information of the pay-for-streaming model. Monetization of our user base is also affected by our ability to optimize our pricing strategy and fee models. We also seek to explore new monetization opportunities by leveraging our comprehensive content offerings, vast user base and strong relationships with music labels and other content providers. Our ability to monetize may also be affected by macroeconomic factors affecting China's economy in general and its online music and audio entertainment industry in particular. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — We face risks related to accidents, disasters and public health challenges in China and globally."

***Our ability to continue to deliver diverse, attractive and relevant content offerings***

We believe that users are attracted to our platform and choose to pay for our services primarily because of the diverse and attractive content we offer. Accordingly, we have focused our content strategies on offering a wide range of content catering to users' tastes and preferences, as well as improving our platform, including our curation and recommendation capabilities.

We currently have a comprehensive library of music content in China across a wide range of content formats, including songs, karaoke songs, live streaming of music performances, recorded video and audio content, as well as reviews and articles. Our continued success largely depends on our ability to stay abreast of users' evolving needs and preferences and dynamics in the entertainment industry. We seek to identify trend-setting and potentially popular content, which in turn allows us to offer more comprehensive content.

We plan to continue to invest in and enrich our content portfolio. We will continuously invest in original content production to meet user demands for diverse forms of music entertainment. We will also continue to provide our indie musicians with useful tools and collaborative opportunities to realize their full potential while differentiating our content offerings.

***Our ability to enhance returns on our spending on content***

Our ability to enhance returns on our spending on content depends on our ability to identify new content and effectively monetize our content while maintaining our commitment to copyright protection.

Our service costs mainly include content-related cost, which mainly comprise: (i) royalties paid to music labels and other content partners for content used to support both our online music services and social entertainment services; and (ii) revenues shared with performers and/or their talent agencies and other content providers which are primarily associated with our social entertainment services. Service costs have historically accounted for the majority of our cost of revenues as we have made substantial investments in building and enriching our portfolio of licensed content and attracting performers to perform on our platform.

Our results of operations and our ability to sustain profitability may also be affected by our obligations to make payments for royalties to the licensors under our license agreements. See "Item 4. Information on the Company — 4.B. Business Overview — Our Content — Content Sourcing Arrangements" for more information about the pricing structure of our licensed content.

We are committed to protecting music copyright, and our leading role in China's music copyright protection efforts has made us a preferred partner for major domestic and international music labels and other content partners. This has helped us maintain long-term collaborative relationships with our content partners, which, in turn, enables us to source content on commercially reasonable terms.

We believe that our collaborative relationships with content partners and our diversified monetization models enable us to maintain and enhance returns on content spending without compromising our commitment to copyright protection.

**Impacts of the COVID-19 Pandemic**

The COVID-19 pandemic has, since its initial outbreak, affected our business and results of operations in different ways but the overall impacts had not been material due to the online, digital nature of our business model and the consumption patterns of online music and audio entertainment services.

With respect to its impacts on our financial performance, we experienced a temporary decrease in revenue from social entertainment services and others in the first quarter of 2020 when the COVID-19 pandemic initially peaked in China. This was attributable primarily to the temporary decrease in users' purchases for online entertainment amid the uncertainty surrounding the COVID-19 outbreak, which was consistent with industry norm. As the COVID-19 situations improved in China after the first quarter of 2020, levels of user activities for social entertainment services and others recovered steadily in the second quarter of 2020, as demonstrated by a year-over-year revenue growth as compared to the same period in 2019.

On the other hand, during the pandemic, people are spending more time online at home, while craving to stay connected with their families and friends. This has created a unique opportunity for our platform to connect people via online music and audio entertainment. For example, our virtual live concerts, offering an online-merge-offline music listening experience, amassed a wide audience amid the COVID-19 pandemic.

There are no comparable recent events that provide guidance on the effect the COVID-19 outbreak as a global pandemic may have, and, as a result, the ultimate impacts of the pandemic are highly uncertain and subject to changes, even though conditions have been gradually improving. Variations of the COVID-19 virus, including notably the Omicron variant, have caused new outbreaks in China and across the world. For example, the resurgence of the Omicron variant in China since the beginning of 2022 resulted in heightened prevention measures adopted across China to curb the outbreak. This caused disruptions to varying degrees to our business operations as well as the levels of activities and spending of our users and customers. China began to modify its COVID-19 policy in late 2022, and most of the travel and other public health restrictions were lifted in December 2022. There were significant surges of COVID-19 cases in many cities in China during this time, which disrupted normal business activities until early 2023. As of this annual report, our business activities have returned to normal levels.

The extent to which the COVID-19 pandemic may continue to impact our business will depend on future developments, which are highly uncertain and unpredictable, such as the duration of the pandemic, the effectiveness of travel restrictions and other measures to contain the outbreak and its impact, such as social distancing. See also "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — We face risks related to accidents, disasters and public health challenges in China and globally."

## Key Components of Results of Operations

### Revenues

We derive our revenues from (i) online music services; and (ii) social entertainment services and others.

The following table sets forth a breakdown of our revenues, in absolute amounts and as percentages of total revenues, for the periods indicated.

	2020		For the Year Ended December 31,				
	RMB	%	2021		2022		
			RMB	%	RMB	US\$	%
	(in millions, except for percentages)						
<b>Revenues</b>							
Online music services	9,349	32.1	11,467	36.7	12,483	1,810	44.0
Social entertainment services and others	19,804	67.9	19,777	63.3	15,856	2,299	56.0
<b>Total revenues</b>	<b>29,153</b>	<b>100.0</b>	<b>31,244</b>	<b>100.0</b>	<b>28,339</b>	<b>4,109</b>	<b>100.0</b>

*Online music services.* We generate revenues from our online music services primarily from subscriptions, namely from paid music and audio through sale of subscription packages for a fixed monthly fee. In 2020, 2021 and 2022, revenue from music subscriptions was RMB5,560 million, RMB7,333 million and RMB8,699 million (US\$1,261 million), respectively. In addition, we also generate online music revenues from: (i) offering display and performance-based advertising solutions on our platform with pricing arrangements based on various factors, including the form and size of the advertisements, level of sponsorship and popularity of the content; (ii) selling digital music singles and albums to users on our platform; (iii) providing long-form audio-related services, (iv) providing various other music services, such as providing integrated and technology-driven music solutions to smart device and automobile manufacturers; and (v) licensing our original music content and distributing music content licensed from content providers to other online music platforms and other third parties.

*Social entertainment services and others.* We generate our social entertainment and other services revenues through live streaming, online karaoke, sales of music-related merchandise and certain other services. We generate revenues from live streaming and online karaoke services primarily through sales of virtual gifts. Generally, a portion of the revenues is shared with the content creators, including live streaming performers and their agents, based on an agreed-upon percentage. We also generate a small portion of the revenues from offering display and performance-based advertising solutions on our platform and selling premium memberships to our users. We expect that the growth in our revenue from social entertainment services and others will moderate, and such revenue may be subject to downward pressure in the foreseeable future, due to a combination of multiple factors. These factors include the evolving macro environment, increased competition from other platforms and the impact related to COVID-19. See also “Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — Our business operations may be adversely affected by the heightened regulatory oversight and scrutiny on live streaming platforms and performers.” We are working to increase our competitiveness through ongoing product innovations and by building additional verticals in social entertainment such as audio live streaming, international expansion and virtual interactive product offerings.

In addition, we generate a small portion of revenues through the sales of music-related merchandise, including headsets, smart speakers and other hardware products. See “Item 4. Information on the Company — 4.B. Business Overview — A Unique Online Music Entertainment Experience — Other Music Services.”

Our chief operating decision maker has determined that we have only one reportable segment.

#### Cost of revenues

The following table sets forth the components of our cost of revenues, in absolute amounts and as percentages of total cost of revenues, for the periods indicated.

	2020		For the Year Ended December 31, 2021		2022		
	RMB	%	RMB	%	RMB	US\$	
			(in millions, except for percentages)				
<b>Cost of revenues</b>							
Service costs	17,478	88.0	18,992	87.0	16,540	2,398	
Other cost of revenues	2,373	12.0	2,848	13.0	3,026	439	
<b>Total cost of revenues</b>	<b>19,851</b>	<b>100.0</b>	<b>21,840</b>	<b>100.0</b>	<b>19,566</b>	<b>2,837</b>	

Our cost of revenues primarily includes service costs, which mainly comprise (i) content costs, which primarily consist of royalties paid to music labels and other content partners and our in-house production costs. Such costs are used to support both our online music services and social entertainment services; (ii) fees paid to content creators pursuant to revenue sharing arrangements associated with our social entertainment services, including live streaming performers, their agencies and other users who perform on our platform; and (iii) content delivery costs relating primarily to server, cloud services and bandwidth costs paid to telecommunications carriers and other related service providers which are used to support both our online music services and social entertainment services.

Other cost of revenues includes employee benefits expenses, advertising agency fees and others. Employee benefit expenses consist primarily of the salaries and other benefits paid to our employees supporting the operations of our platform. Advertising agency fees consist primarily of commissions paid to advertising agencies. Others mainly include fees paid to online payment gateways and costs associated with sales of music-related merchandise.

Our music content is critical to expanding our product offerings, attracting users and driving monetization for our online music services over time and we will continue to invest in content. Music content also drives the growth of our social entertainment services. For example, users may engage in online karaoke singing of a track that they discover through listening to music via our online music services. As such, we believe music content helps drive user engagement and monetization opportunities for our social entertainment services.

We expect that our cost of revenues including, in particular, our service costs, will fluctuate in absolute amount in the foreseeable future as it is affected by various factors as discussed above. In terms of our social entertainment services in particular, we may continue to experience fluctuations in the fees paid to content creators as we continually optimize our revenue sharing arrangements with them in order to enhance our competitive edge amid evolving competitive landscape and macro headwind. We will continue to focus on cost control with a view to improving our returns on service costs as part of our cost of revenues.

### Operating expenses

The following table sets forth a breakdown of our operating expenses, in absolute amounts and as percentages of total operating expenses, for the periods indicated.

	2020		For the Year Ended December 31,				
	RMB	%	2021		2022		
			RMB	%	RMB	US\$	%
	(in millions, except for percentages)						
<b>Operating expenses</b>							
Selling and marketing expenses	2,475	44.4	2,678	40.0	1,144	166	20.6
General and administrative expenses <sup>(1)</sup>	3,101	55.6	4,009	60.0	4,413	640	79.4
<b>Total operating expenses</b>	<b>5,576</b>	<b>100.0</b>	<b>6,687</b>	<b>100.0</b>	<b>5,557</b>	<b>806</b>	<b>100.0</b>

Note:

(1) Includes R&D expenses of RMB1,667 million, RMB2,339 million and RMB2,580 million (US\$374 million) in 2020, 2021 and 2022, respectively.

*Selling and marketing expenses.* Our selling and marketing expenses consist primarily of (i) branding and user acquisition costs; (ii) salaries and other benefits paid to our sales and marketing personnel; and (iii) amortization of intangible assets resulting from acquisitions. We will continue to manage selling and marketing expenses as we keep on managing external promotion channels' efficiency and better utilizing internal traffic to attract users and promote our brand.

*General and administrative expenses.* Our general and administrative expenses consist primarily of (i) R&D expenses, including salaries and other benefits paid to our R&D personnel; (ii) salaries and other benefits paid to our general and administrative personnel; (iii) fees and expenses associated with the legal, accounting and other professional services; and (iv) amortization of intangible assets resulting from acquisitions. We will continue to manage our general and administrative expenses as we continue to improve our operational efficiencies while continuously investing in research and development to expand our competitive advantages in product and technology innovations.

### Other gains, net

Our other gains, net primarily include tax rebates, gains and losses from investments and fair value change, and government grants. We had other gains, net, of RMB362 million, RMB553 million and RMB516 million (US\$75 million) in 2020, 2021 and 2022, respectively.

### Taxation

We had income tax expense of RMB456 million, RMB417 million and RMB534 million (US\$77 million) in 2020, 2021 and 2022, respectively. We are subject to various rates of income tax under different jurisdictions. The following summarizes major factors affecting our applicable tax rates in the Cayman Islands, Hong Kong and the PRC.

### Cayman Islands

We are incorporated in the Cayman Islands. Under the current laws of the Cayman Islands, we are not subject to tax on income or capital gains in the Cayman Islands. Additionally, upon payment of dividends by us to our shareholders, no Cayman Islands withholding tax will be imposed.

### Hong Kong

Our subsidiaries in Hong Kong, including Tencent Music Entertainment Hong Kong Limited, our wholly-owned subsidiary, are subject to Hong Kong profits tax on their taxable income generated from the operations in Hong Kong at a uniform tax rate of 16.5%. Under the current tax laws of Hong Kong, our subsidiaries in Hong Kong are exempted from income tax on their foreign-derived income and there is no withholding tax in Hong Kong on remittance of dividends. Dividends from Tencent Music Entertainment Hong Kong Limited is not subject to Hong Kong profits tax.



## PRC

Under the Corporate Income Tax ("CIT") Law in the PRC, foreign invested enterprises and domestic enterprises are subject to a unified CIT rate of 25%, except for available preferential tax treatments, including tax concession for enterprise approved as "High and New Technology Enterprise" ("HNTE"), "Software Enterprise" ("SE") and "Key Software Enterprise" ("KSE"), and enterprise established in certain special economic development zones. Qualified HNTE is eligible for a preferential tax rate of 15%, qualified SE is entitled to an exemption from income tax for the first two years, commencing from the end of the first profitable year, and a reduction of half tax rate for the following three years and qualified KSE is eligible for a preferential tax rate of 10%.

Our PRC subsidiaries and the VIEs in China are companies incorporated under PRC law and, as such, are subject to PRC enterprise income tax on their taxable income in accordance with the relevant PRC income tax laws. Pursuant to the PRC CIT Law, which became effective on January 1, 2008, a uniform 25% enterprise income tax rate is generally applicable to both foreign-invested enterprises and domestic enterprises, except where a special preferential rate applies. The enterprise income tax is calculated based on the entity's global income as determined under PRC tax laws and accounting standards.

Beijing Kuwo and a subsidiary of the Group, Guangzhou Fanxing Entertainment Information Technology Co., Ltd. ("Fanxing"), have been recognized as HNTE by relevant government authorities and were entitled to a preferential tax rate of 15% for the years ended December 31, 2020, 2021 and 2022. Guangzhou Kugou has also been recognized as HNTE by the relevant government authorities and was entitled to a preferential tax rate of 15% for the year ended December 31, 2020 and subject to the unified CIT rate of 25% for the years ended December 31, 2021 and 2022. For the years ended December 31, 2020 and 2021, Yeelion Online and TME Tech Shenzhen were entitled to a reduced tax rate of 12.5%. For the year ended December 31, 2022, Yeelion Online and TME Tech Shenzhen were recognized as HNTE by relevant government authorities and entitled to a preferential tax rate of 15%. Yeelion Online Network Technology (Tianjin) Co., Ltd. and Guangzhou Shiyinlian Software Technology Co., Ltd. were qualified as SE and have been entitled to tax holidays for the year ended December 31, 2020 (i.e., their first profitable year in 2019), and they were entitled to a reduced tax rate of 12.5% for the years ended December 31, 2021 and 2022.

Certain subsidiaries of the Group are entitled to other tax concession, mainly include the preferential tax rate of 15% applicable to some subsidiaries located in certain area of PRC upon fulfillment of certain requirements of the respective local government.

Furthermore, certain subsidiaries of the Group are subject to other preferential tax treatment for certain reduced tax rates ranging from 2.5% to 9%.

As a Cayman Islands holding company, we may receive dividends from our PRC subsidiaries through Tencent Music Entertainment Hong Kong Limited. The PRC EIT Law and its implementing rules provide that dividends paid by a PRC entity to a non-resident enterprise for income tax purposes is subject to PRC withholding tax at a rate of 10%, subject to reduction by an applicable tax treaty with China. Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, the withholding tax rate in respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise may be reduced to 5% from a standard rate of 10% if the Hong Kong enterprise directly holds at least 25% of the PRC enterprise. Pursuant to the Circular on Certain Issues with Respect to the Enforcement of Dividend Provisions in Tax Treaties, or SAT Circular 81, a Hong Kong resident enterprise must meet the following conditions, among others, in order to apply the reduced withholding tax rate: (i) it must be a company; (ii) it must directly own the required percentage of equity interests and voting rights in the PRC resident enterprise; and (iii) it must have directly owned such required percentage in the PRC resident enterprise throughout the 12 months prior to receiving the dividends. In August 2015, the SAT promulgated the Administrative Measures for Non-resident Taxpayers to Enjoy Treatment under Tax Treaties, or SAT Circular 60, which became effective on November 1, 2015. SAT Circular 60 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, and file necessary forms and supporting documents when performing tax filings, which will be subject to post-tax filing examinations by the relevant tax authorities. Accordingly, Tencent Music Entertainment Hong Kong Limited may be able to benefit from the 5% withholding tax rate for the dividends it receives from its PRC subsidiaries, if it satisfies the conditions prescribed under SAT Circular 81 and other relevant tax rules and regulations. However, according to SAT Circular 81 and SAT Circular 60, if the relevant tax authorities consider the transactions or arrangements we have are for the primary purpose of enjoying a favorable tax treatment, the relevant tax authorities may adjust the favorable withholding tax in the future.

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 — 3.D. Risk Factors — Risks Related to Doing Business in China — We may be classified as a "PRC resident enterprise" for PRC enterprise income tax purposes, which could result in unfavorable tax consequences to us and our non-PRC shareholders and ADS holders and have a material adverse effect on our results of operations and the value of your investment."

## Results of Operations

The following table summarizes our consolidated results of operations and as percentages of total revenues for the periods presented.

	2020		For the Year Ended December 31, 2021		2022	
	RMB	%	RMB	%	RMB	US\$
	(in millions, except for percentages)					
<b>Revenues</b>						
Online music services	9,349	32.1	11,467	36.7	12,483	1,810
Social entertainment services and others	19,804	67.9	19,777	63.3	15,856	2,299
<b>Total revenues</b>	<b>29,153</b>	<b>100.0</b>	<b>31,244</b>	<b>100.0</b>	<b>28,339</b>	<b>4,109</b>
<b>Cost of revenues<sup>(1)</sup></b>	<b>(19,851)</b>	<b>(68.1)</b>	<b>(21,840)</b>	<b>(69.9)</b>	<b>(19,566)</b>	<b>(2,837)</b>
<b>Gross profit</b>	<b>9,302</b>	<b>31.9</b>	<b>9,404</b>	<b>30.1</b>	<b>8,773</b>	<b>1,272</b>
<b>Operating expenses</b>						
Selling and marketing expenses <sup>(1)</sup>	(2,475)	(8.5)	(2,678)	(8.6)	(1,144)	(166)
General and administrative expenses <sup>(1)</sup>	(3,101)	(10.6)	(4,009)	(12.8)	(4,413)	(640)
<b>Total operating expenses</b>	<b>(5,576)</b>	<b>(19.1)</b>	<b>(6,687)</b>	<b>(21.4)</b>	<b>(5,557)</b>	<b>(806)</b>
Interest income	622	2.1	530	1.7	711	103
Other gains, net	362	1.2	553	1.8	516	75
<b>Operating profit</b>	<b>4,710</b>	<b>16.2</b>	<b>3,800</b>	<b>12.2</b>	<b>4,443</b>	<b>644</b>
Share of net profit/(loss) of investments accounted for using equity method	19	0.1	(47)	(0.2)	38	6
Finance cost <sup>(2)</sup>	(97)	(0.3)	(121)	(0.4)	(108)	(16)
<b>Profit before income tax</b>	<b>4,632</b>	<b>15.9</b>	<b>3,632</b>	<b>11.6</b>	<b>4,373</b>	<b>634</b>
Income tax expense	(456)	(1.6)	(417)	(1.3)	(534)	(77)
<b>Profit for the year</b>	<b>4,176</b>	<b>14.3</b>	<b>3,215</b>	<b>10.3</b>	<b>3,839</b>	<b>557</b>

Note:

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

	2020	For the Year Ended December 31,		2022
	RMB	2021	RMB	US\$
	(in millions)			
Cost of revenues	41	56	74	11
Selling and marketing expenses	24	31	43	6
General and administrative expenses	504	665	706	102
<b>Total</b>	<b>569</b>	<b>752</b>	<b>823</b>	<b>119</b>

(2) Finance cost mainly comprises interest on notes we issued and lease liabilities.

## Year Ended December 31, 2022 Compared to Year Ended December 31, 2021

### Revenues

Our revenues decreased by 9.3% from RMB31,244 million in 2021 to RMB28,339 million (US\$4,109 million) in 2022.

#### Online music services

Our revenues generated from online music services increased by 8.9% from RMB11,467 million in 2021 to RMB12,483 million (US\$1,810 million) in 2022, mainly driven by strong growth in music subscription revenues, supplemented by growth in revenues from long-form audio, partially offset by decreases in content licensing and distribution revenues and advertising revenues. Nonetheless, revenues from advertising continued to recover quarter-over-quarter in 2022, as ad-supported mode achieved strong growth. See "Item 4. Information on the Company — 4.B. Business Overview — How We Generate Revenues — Advertising Services."

Our revenues generated from music subscriptions increased by 18.6% from RMB7,333 million in 2021 to RMB8,699 million (US\$1,261 million) in 2022, which was mainly due to the increase in the number of paying users by 22.7%, partially offset by a decrease in monthly ARPPU from RMB8.9 in 2021 to RMB8.6 in 2022 due to the relatively lower ARPPU in the first half of 2022. Nevertheless, our monthly ARPPU for music subscriptions continued to improve over the four quarters during 2022. The strong growth in music subscription revenues was driven by the optimized content quality, more attractive member privileges, broadened sales channels, and more effective promotions as we took a balanced approach to grow our music subscription paying users and monthly ARPPU.

*Social entertainment services and others*

Our revenues generated from social entertainment services and others decreased by 19.8% from RMB19,777 million in 2021 to RMB15,856 million (US\$2,299 million) in 2022. On a year-over-year basis, monthly ARPPU increased by 5.9% in year 2022 while paying users decreased by 24.3%. The decrease in revenue and paying users was mainly due to the impact of the evolving macro environment, increased competition from other platforms and the impact related to COVID-19.

**Cost of revenues**

Our cost of revenues decreased by 10.4% from RMB21,840 million in 2021 to RMB19,566 million (US\$2,837 million) in 2022, primarily due to the decrease in service costs by 12.9% from RMB18,992 million in 2021 to RMB16,540 million (US\$2,398 million) in 2022. The declined revenues from social entertainment services led to the decrease in revenue sharing fees, which was the primary reason for the overall decrease in service costs. Content royalty costs also decreased primarily due to reduced spending related to variety shows as a result of our effective cost control.

Other cost of revenues increased by 6.3% from RMB2,848 million in 2021 to RMB3,026 million (US\$439 million) in 2022, which was primarily attributable to higher payment channel fees.

**Gross profit**

As a result of the foregoing, our gross profit decreased by 6.7% from RMB9,404 million in 2021 to RMB8,773 million (US\$1,272 million) in 2022. Our gross margin increased from 30.1% in 2021 to 31.0% in 2022. This increase in gross margin was primarily due to the effective control and optimization of content costs including decreased revenue sharing fees for live streaming business.

**Operating expenses**

Our operating expenses decreased by 16.9% from RMB6,687 million in 2021 to RMB5,557 million (US\$806 million) in 2022.

*Selling and marketing expenses*

Our selling and marketing expenses decreased by 57.3% from RMB2,678 million in 2021 to RMB1,144 million (US\$166 million) in 2022, which was primarily due to optimization of the overall promotion structure and the effective control over marketing expenses.

*General and administrative expenses*

Our general and administrative expenses increased by 10.1% from RMB4,009 million in 2021 to RMB4,413 million (US\$640 million) in 2022 primarily due to (i) increased investment in research and development to further empower music-related content creation, develop innovative products and services, enhance production efficiency and improve sound quality and effects, as well as to support our international expansion and (ii) expenses related to our secondary listing by way of introduction on the Main Board of the Hong Kong Stock Exchange.

**Interest income**

Our interest income was RMB711 million (US\$103 million) in 2022, as compared to RMB530 million in 2021. The increase was primarily due to increased balances of our cash and cash equivalents and term deposits.

***Other gains, net***

Our other gains, net, were RMB516 million (US\$75 million) in 2022, as compared to other gains, net, of RMB553 million in 2021. The decrease was mainly attributable to the decrease in fair value change of investments, government grants and tax rebates, partially offset by gains on step-up acquisition arising from business combination.

***Operating profits***

As a result of the foregoing, our operating profit for the year increased by 16.9% to RMB4,443 million (US\$644 million) in 2022 from RMB3,800 million in 2021. Operating margin increased to 15.7% in 2022 from 12.2% in 2021.

***Finance cost***

Our finance cost was RMB108 million (US\$16 million) in 2022, as compared to RMB121 million in 2021. The decrease was primarily due to the fluctuation of foreign exchange rate.

***Income tax expense***

We had an income tax expense of RMB534 million (US\$77 million) and RMB417 million in 2022 and 2021, respectively. Our effective tax rate was 12.2% in 2022, as compared to 11.5% in 2021. The higher effective tax rate in 2022 was because some of our entities were entitled to different tax benefits in 2021 and 2022.

***Profit for the year***

As a result of the foregoing, our profit for the year increased from RMB3,215 million in 2021 to RMB3,839 million (US\$557 million) in 2022.

**Year Ended December 31, 2021 Compared to Year Ended December 31, 2020**

For a detailed description of the comparison of our operating results for the year ended December 31, 2021 to the year ended December 31, 2020, see "Item 5.A. Operating Results — Results of Operations — Year Ended December 31, 2021 Compared to Year Ended December 31, 2020" of our annual report on Form 20-F for the fiscal year ended December 31, 2021 filed with the Securities and Exchange Commission on April 26, 2022.

**Non-IFRS Financial Measure**

We use adjusted profit for the year, which is a Non-IFRS financial measure, in evaluating our operating results and for financial and operational decision-making purposes. We believe that adjusted profit for the year helps identify underlying trends in our business that could otherwise be distorted by the effect of certain expenses that we include in our profit for the year. We believe that adjusted profit for the year provides useful information about our results of operations, enhances the overall understanding of our past performance and future prospects and allows for greater visibility with respect to key metrics used by our management in its financial and operational decision-making.

Adjusted profit for the year should not be considered in isolation or construed as an alternative to operating profit, profit for the year or any other measure of performance or as an indicator of our operating performance. Investors are encouraged to review adjusted profit for the year and the reconciliation to its most directly comparable IFRS measure. Adjusted profit for the year presented here may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to our data. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

Adjusted profit for the year represents profit for the year excluding amortization of intangible and other assets arising from acquisitions, share-based compensation, gains/losses from investments, fair value change on puttable shares, and income tax effects. The table below sets forth a reconciliation of our profit for the year to adjusted profit for the years indicated.

	2020 RMB	For the Year Ended December 31,		2022	US\$
		2021 RMB	RMB		
	(in millions, except for share and per share data)				
<b>Profit for the year</b>	<b>4,176</b>	<b>3,215</b>	<b>3,839</b>	<b>557</b>	
Adjustments:					
Amortization of intangible and other assets arising from acquisitions <sup>(1)</sup>	392	484	498	72	
Share-based compensation	570	753	834	121	
(Gains)/losses from investments <sup>(2)</sup>	(101)	51	(141)	(20)	
Fair value change on puttable shares <sup>(3)</sup>	37	—	—	—	
Income tax effects <sup>(4)</sup>	(103)	(171)	(123)	(18)	
<b>Adjusted profit for the year (Non-IFRS financial measure)</b>	<b>4,971</b>	<b>4,332</b>	<b>4,907</b>	<b>711</b>	
Attributable to					
Non-IFRS equity holders of the Company	4,950	4,146	4,745	688	
Non-controlling interests	21	186	162	23	
<b>Earnings per share for Class A and Class B ordinary shares (Non-IFRS financial measure)</b>					
Basic	1.49	1.25	1.48	0.21	
Diluted	1.47	1.23	1.47	0.21	
<b>Shares used in earnings per Class A and Class B ordinary share computation</b>					
Basic	3,313,527,847	3,321,067,177	3,203,995,973	3,203,995,973	
Diluted	3,360,460,759	3,363,045,757	3,234,507,356	3,234,507,356	
<b>Earnings per ADS (Non-IFRS financial measure)<sup>(5)</sup></b>					
Basic	2.99	2.50	2.96	0.43	
Diluted	2.95	2.47	2.93	0.43	
<b>ADS used in earnings per ADS computation</b>					
Basic	1,656,763,924	1,660,533,589	1,601,997,986	1,601,997,986	
Diluted	1,680,230,380	1,681,522,878	1,617,253,678	1,617,253,678	

Notes:

- (1) Represents the amortization of identifiable assets, including intangible assets and prepayments for music content, resulting from acquisitions.
- (2) Includes the net losses/gains on deemed disposals/disposals of investments, fair value changes arising from investments, impairment provision of investments and other expenses in relation to equity transactions of investments.
- (3) Represents the fair value changes on the put liability of certain shares issued in 2018.
- (4) Represents the income tax effects of Non-IFRS adjustments.
- (5) Each ADS represents two of our Class A ordinary shares.

**Recent Accounting Pronouncements**

For detailed discussion on recent accounting pronouncements, see Note 2.2 to the consolidated financial statements of Tencent Music Entertainment Group included elsewhere in this annual report.

**5.B. Liquidity and Capital Resources**

*Cash Flows and Working Capital*

Our principal sources of liquidity have been cash generated from operating activities and funds raised from financing activities. As of December 31, 2022, we had RMB9,555 million (US\$1,385 million) in cash and cash equivalents. Our cash and cash equivalents consist primarily of bank deposits and highly liquid investments, which have original maturities of three months or less when purchased. We believe that our current cash and anticipated cash flow from operations will be sufficient to meet our anticipated cash needs, including our cash needs for working capital and capital expenditures, for at least the next 12 months.

On December 17, 2019, we announced a share repurchase program under which we may repurchase up to US\$400 million of our Class A ordinary shares in the form of ADSs pursuant to relevant SEC rules during a twelve-month period commencing on December 15, 2019 (the "2019 Share Repurchase Program"). On March 28, 2021, we announced another share repurchase program under which we may repurchase up to US\$1 billion of our Class A ordinary shares in the form of ADSs pursuant to the relevant SEC rules (the "2021 Share Repurchase Program"). Our board of directors has recently authorized another share repurchase program under which we may repurchase up to US\$500 million of our Class A ordinary shares in the form of ADSs during a two-year period commencing from March 2023 (the "2023 Share Repurchase Program"). Up to the date of this annual report, we have repurchased ADSs from the open market for an aggregate amount of approximately US\$19 million in cash pursuant to the 2019 Share Repurchase Program, approximately US\$1 billion in cash pursuant to the 2021 Share Repurchase Program and nil pursuant to the 2023 Share Repurchase Program. We may make additional share repurchase depends on the market conditions.

On September 3, 2020, we issued an aggregate of US\$300 million senior unsecured notes due in 2025 (the "2025 Notes"), with annual interest rate of 1.375%, and an aggregate of US\$500 million senior unsecured notes due in 2030 (the "2030 Notes," together with the 2025 Notes, the "Senior Unsecured Notes"), with annual interest rate of 2.000%. The net proceeds from the notes offering were used for general corporate purposes. Both the 2025 Notes and the 2030 Notes remained outstanding as of the date of this annual report. We are not subject to any financial covenants or other significant restrictions under these notes. In 2022, we paid an aggregate of US\$14 million in interest payments related to these notes.

We intend to finance our future working capital requirements and capital expenditures from cash generated from operating activities. We may, however, require additional cash due to changing business conditions or other future developments, including any investments or acquisitions we may decide to pursue. If our existing cash is insufficient to meet our requirements, we may seek to issue debt or equity securities or obtain additional credit facilities. Financing may be unavailable in the amounts we need or on terms acceptable to us, if at all. Issuance of additional equity securities, including convertible debt securities, would dilute our earnings per share. The incurrence of debt would divert cash for working capital and capital expenditures to service debt obligations and could result in operating and financial covenants that restrict our operations and our ability to pay dividends to our shareholders. If we are unable to obtain additional equity or debt financing as required, our business operations and prospects may suffer.

As a holding company with no material operations of our own, we conduct our operations primarily through our PRC subsidiaries and the VIEs in China. We are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries in China through capital contributions or loans, subject to the approval of government authorities and limits on the amount of capital contributions and loans. In addition, our subsidiaries in China may provide Renminbi funding to the VIEs only through entrusted loans. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and regulatory control of currency conversion may delay or prevent us from using the proceeds of our financing activities to make loans to or make additional capital contributions to our PRC subsidiaries, which could materially and adversely affect our liquidity and our ability to fund and expand our business" and "Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds." The ability of our subsidiaries in China to make dividends or other cash payments to us is subject to various restrictions under PRC laws and regulations. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us and any tax we are required to pay could have a material and adverse effect on our ability to conduct our business" and "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — We may be classified as a 'PRC resident enterprise' for PRC enterprise income tax purposes, which could result in unfavorable tax consequences to us and our non-PRC shareholders and ADS holders and have a material adverse effect on our results of operations and the value of your investment."

The following table presents our selected consolidated cash flow data for the periods indicated.

	2020 RMB	For the Year Ended December 31,		2022	US\$
		2021 RMB	(in millions)		
<b>Selected Consolidated Cash Flow Data:</b>					
Net cash generated from operating activities	4,885	5,239		7,481	1,085
Net cash used in investing activities	(14,206)	(5,999)		(1,446)	(210)
Net cash generated from/(used in) financing activities	5,292	(3,710)		(3,419)	(496)
Net (decrease)/increase in cash and cash equivalents	(4,029)	(4,470)		2,616	379
Cash and cash equivalents at beginning of the year	15,426	11,128		6,591	956
Exchange differences on cash and cash equivalents	(269)	(67)		348	50
<b>Cash and cash equivalents at end of the year</b>	<b>11,128</b>	<b>6,591</b>		<b>9,555</b>	<b>1,385</b>

The paragraphs below set forth a detailed cashflow analysis for the year ended December 31, 2022. For a detailed cashflow analysis for the years ended December 31, 2020 and 2021, see “5.B. Liquidity and Capital Resources” of our annual report on Form 20-F for the fiscal year ended December 31, 2021 filed with the Securities and Exchange Commission on April 26, 2022.

***Operating activities***

Net cash generated from operating activities was RMB7,481 million (US\$1,085 million) in 2022. The difference between our profit before income tax of RMB4,373 million (US\$634 million) and the net cash generated from operating activities was mainly due to (i) the increase in accounts payable and other liabilities of RMB1,322 million (US\$192 million); (ii) depreciation and amortization of RMB1,160 million (US\$168 million); (iii) the decrease in accounts receivable of RMB906 million (US\$131 million); and (iv) non-cash share-based compensation expense of RMB665 million (US\$96 million); partially offset by (i) the income tax paid of RMB733 million (US\$106 million) and (ii) the step acquisition gain of RMB141 million (US\$20 million).

***Investing activities***

Net cash used in investing activities was RMB1,446 million (US\$210 million) in 2022, which was primarily attributable to (i) placement of term deposits with initial terms of over three months of RMB33,919 million (US\$4,918 million); (ii) purchase of land use right of RMB526 million (US\$76 million); (iii) payments for equity investments of RMB473 million (US\$69 million); (iv) purchase of intangible assets of RMB442 million (US\$64 million); (v) and payments for business combinations of RMB165 million (US\$24 million); partially offset by (i) receipt from maturity of term deposits with initial terms of over three months of RMB33,170 million (US\$4,809 million); and (ii) receipt from short-term investments of RMB1,215 million (US\$176 million).

***Financing activities***

Net cash used in financing activities in 2022 was RMB3,419 million (US\$496 million), which was mainly due to (i) payment for repurchase of ordinary shares of RMB3,127 million (US\$453 million); (ii) payment for lease liabilities of RMB130 million (US\$19 million); and (iii) payments for interests of RMB115 million (US\$17 million).

**Material Cash Requirements**

Our material cash requirements as of December 31, 2022 and any subsequent interim period primarily include our capital expenditures, commitments, share repurchase and long-term debt obligation under our 2025 Notes and 2030 Notes. 2025 Notes represents future maximum commitment relating to the principal amount and interests in connection with the issuance of US\$300 million in aggregate principal amount of senior notes bearing an annual interest rate of 1.375% which will mature on September 3, 2025. 2030 Notes represents future maximum commitment relating to the principal amount and interests in connection with the issuance of US\$500 million in aggregate principal amount of senior notes bearing an annual interest rate of 2.000%, which will mature on September 3, 2030.

We intend to fund our existing and future material cash requirements with our existing cash balance and cash generated from operating activities. We will continue to make cash commitments, including capital expenditures, to support the growth of our business.

***Capital Expenditures***

Our capital expenditures are incurred primarily in connection with purchases of property, plant and equipment, land use rights and intangible assets. Our capital expenditures were RMB501 million, RMB2,758 million and RMB1,053 million (US\$153 million), in 2020, 2021 and 2022, respectively. We intend to fund our future capital expenditures with our existing cash balance and cash generated from operating activities. We will continue to make capital expenditures to meet the expected growth of our business.

## Commitments

The following table sets forth our commitments as of December 31, 2022.

	Total		Payment due by period							
	RMB	US\$	Less than 1 year		1 – 3 years		3 – 5 years		More than 5 years	
			RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
Operating commitments <sup>(1)</sup>	79	11	61	9	18	3	—	—	—	—
Content royalties <sup>(2)</sup>	2,093	304	1,743	253	344	50	6	1	—	—
Investment commitments <sup>(3)</sup>	13	2	13	2	—	—	—	—	—	—
Capital commitments	3	—	3	—	—	—	—	—	—	—

### Notes:

- (1) Represents our future minimum commitments under non-cancelable operating arrangements, which are mainly related to property management and other services.
- (2) Represents the minimum royalty payments associated with license agreements to which we are subject.
- (3) Represents commitments to acquire the equity interests in certain entities.

## Share Repurchase

Our share repurchase may be made from time to time through open market transactions at prevailing market prices, in privately negotiated transactions, in block trades and/or through other legally permissible means, depending on the market conditions. We repurchased ADSs from the open markets at an aggregate consideration of approximately US\$19 million, US\$553 million and US\$447 million under our share repurchase programs in 2020, 2021 and 2022. Our board of directors has recently authorized the 2023 Share Repurchase Program under which we may repurchase up to US\$500 million of our Class A ordinary shares in the form of ADSs during a two-year period commencing from March 2023. We generally fund our share repurchase with our existing cash and may make additional share repurchase depending on the market conditions.

## Off-Balance Sheet Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. We currently do not maintain any derivative contracts that are indexed to our shares and classified as shareholder's equity and are not reflected in our consolidated financial statements and the notes thereto. 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. We did not have any off-balance sheet arrangements as of December 31, 2022.

## Holding Company Structure

Tencent Music Entertainment Group is a holding company with no material operations of its own. The Group conducts its operations primarily through our PRC subsidiaries and the VIEs. As a result, our ability to pay dividends depends upon dividends paid by our subsidiaries which, in turn, depends on the payment of the service fees and royalty payments to our PRC subsidiaries by the VIEs in the PRC pursuant to certain contractual arrangements. See "Item 4. Information on the Company — 4.C. Organizational Structure — Contractual Arrangements with the VIEs and Their Respective Shareholders or Partners." In 2020, 2021 and 2022, the amount of Service Charges paid to our PRC subsidiaries from the VIEs was RMB15,372 million, RMB17,743 million and RMB16,415 million (US\$2,380 million), respectively. We expect that the amounts of such service fees and royalty payments will increase in the foreseeable future as our business continues to grow. If our subsidiaries or any newly formed subsidiaries 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 subsidiaries in China are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with the Accounting Standards for Business Enterprise as promulgated by the Ministry of Finance, or PRC GAAP. In accordance with PRC company laws, our PRC subsidiaries and the VIEs in China must make appropriations from their after-tax profit 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 our PRC subsidiaries and the VIEs. Appropriation to discretionary surplus fund is made at the discretion of our PRC subsidiaries and the VIEs.



As an offshore holding company, we are permitted under PRC laws and regulations to provide funding from the proceeds of our offshore fund raising activities to our PRC subsidiaries only through loans or capital contributions, and to the VIEs only through loans, in each case subject to the satisfaction of the applicable government registration and approval requirements. See “Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and regulatory control of currency conversion may delay or prevent us from using the proceeds of our financing activities to make loans to or make additional capital contributions to our PRC subsidiaries, which could materially and adversely affect our liquidity and our ability to fund and expand our business.” As a result, there is uncertainty with respect to our ability to provide prompt financial support to our PRC subsidiaries and the VIEs when needed. Notwithstanding the foregoing, our PRC subsidiaries may use their own retained earnings (rather than Renminbi converted from foreign currency denominated capital) to provide financial support to the VIEs either through entrustment loans from our PRC subsidiaries to the VIEs or direct loans to such VIEs’ nominee shareholders, which would be contributed to the consolidated variable entity as capital injections. Such direct loans to the nominee shareholders would be eliminated in our consolidated financial statements against the VIE’s share capital. In 2022, our wholly-owned PRC subsidiaries only generated a minimal portion of our total revenues because substantially all of our businesses are subject to foreign investment restrictions under PRC law and therefore can only be conducted through the VIEs. In contrast, most of our assets are held by our offshore incorporated entities and wholly-owned PRC subsidiaries, mostly in the forms of goodwill and cash that do not generate revenues.

For more information about the financial contribution of the VIEs to the Group, see “Item 3. Key Information — Transfer of Funds and Other Assets” and “Item 3. Key Information — Condensed Consolidating Schedule.”

#### 5.C. Research and Development

We have focused on and will continue to invest in our technology system, which supports all key aspects of our online platform and is designed to optimize for scalability and flexibility.

Our R&D expenses were RMB1,667 million, RMB2,339 million and RMB2,580 million (US\$374 million) in 2020, 2021 and 2022, respectively.

#### 5.D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the year ended December 31, 2022 that are reasonably likely to have a material and adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future results of operations or financial condition.

#### 5.E. Critical Accounting Estimates

We prepare our consolidated financial statements in accordance with IFRS as issued by the IASB. Preparing these financial statements in conformity with IFRS as issued by the IASB requires us to exercise estimates that affect the reported amounts of assets, liabilities and disclosures of contingent assets and liabilities at the balance sheet dates, as well as the reported amounts of revenues and expenses during the reporting periods. To the extent that there are material differences between these estimates and actual results, our financial condition or results of operations would be affected. We base our estimates on our own historical experience and other assumptions that we believe are reasonable after taking account of our circumstances and expectations for the future based on available information. We evaluate these estimates on an ongoing basis.

We consider an accounting estimate to be critical if: (i) the accounting estimate requires us to make assumptions about matters that were highly uncertain at the time the accounting estimate was made, and (ii) changes in the estimate that are reasonably likely to occur from period to period or use of different estimates that we reasonably could have used in the current period, would have a material impact on our financial condition or results of operations. There are other items within our financial statements that require estimation but are not deemed critical, as defined above. Changes in estimates used in these and other items could have a material impact on our financial statements. For a detailed discussion of our significant accounting policies and related judgments, see “Notes to Consolidated Financial Statements – Note 4 Critical Accounting Estimates and Judgments.”

The critical accounting estimates that we believe to have the most significant impact on our consolidated financial statements are described below.

#### ***The estimates of the lifespans of durable virtual gifts***

Users purchase certain durable virtual gifts on our online karaoke and live streaming platforms and the relevant revenue is recognized based on the estimated lifespans of the virtual gifts. The estimated lifespans are determined by us based on the expected service period derived from historical data of user relationship period.

Significant judgements are required in determining the expected service periods, including but not limited to users' historical activities patterns and churn rates. We have adopted a policy of assessing the estimated lifespans of virtual gifts on a regular basis whenever there is any indication of change in the expected service periods.

Any change in the estimates may result in the revenue being recognized on a different basis from that in prior periods.

#### ***Recoverability of non-financial assets***

We test annually whether goodwill has suffered any impairment. Goodwill and other non-financial assets, mainly including property, plant and equipment, right-of-use assets, intangible assets, as well as investments accounted for using equity method are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The recoverable amounts have been determined based on value-in-use calculations or fair value less costs to sell. These calculations require the use of judgments and estimates.

Our judgment is required in the area of asset impairment, particularly in assessing: (i) whether an event has occurred that may indicate that the related asset values may not be recoverable; (ii) whether the carrying value of an asset can be supported by the recoverable amount, being the higher of fair value less costs to sell and net present value of future cash flows which are estimated based upon the continued use of the asset in the business; (iii) the selection of the most appropriate valuation technique, e.g. the market approach, the income approach, as well as a combination of approaches, including the adjusted net asset method; and (iv) the appropriate key assumptions to be applied in the adopted valuation models, including discounted cash flows and market approach. Changing the assumptions selected by us in assessing impairment, including the revenue growth rates and pre-tax discount rates assumptions in the cash flow projections and selection of comparable companies adopted in the market approach, could materially affect the net present value used in the impairment test and as a result affect our financial condition and results of operations. If there is a significant adverse change in the key assumptions applied, it may be necessary to take an impairment charge to income statement.

#### ***Income taxes***

We are subject to income taxes in numerous jurisdictions. Significant judgement is required in determining the worldwide provision for income taxes. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact current income tax and deferred income tax in the period in which such determination is made.

#### ***Share-based compensation expenses and valuation of our ordinary shares***

##### ***Share-based compensation relating to TME Incentive Plans***

We maintain three share-based compensation plans, namely, the 2014 Share Incentive Plan (the "2014 Share Incentive Plan") that was adopted in 2014 and the 2017 Option Plan and 2017 Restricted Share Scheme that were adopted in 2017 (together with the 2014 Share Incentive Plan, the "TME Incentive Plans"). The share-based equity awards granted under the TME Incentive Plans are measured at fair value and recognized as an expense, net of estimated forfeitures, over the vesting period, which is the period over which all of the specified vesting conditions are to be satisfied, and credited to equity. Forfeitures are estimated at the time of grant and revised in the subsequent periods if actual forfeitures differ from those estimates.

##### ***2014 Share Incentive Plan***

The 2014 Share Incentive Plan was approved by the then board of directors of our company in October 2014 prior to Tencent's acquisition of CMC. As of April 18, 2023, according to the 2014 Share Incentive Plan, 101,785,456 ordinary shares have been reserved to be issued to qualified employees, directors, non-employee directors and consultants as determined by the board of directors of our company. The options granted pursuant to the 2014 Share Incentive Plan will be exercisable only if the option holder continues employment or provides services through each vesting date. The maximum term of any issued stock option is ten years from the grant date.

2017 Option Plan and 2017 Restricted Share Scheme

Binomial model is used to measure the fair value of equity awards granted pursuant to the 2017 Option Plan and 2017 Restricted Share Scheme. 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, expected forfeiture rate, risk-free interest rates, contract life and expected dividends.

Assumptions used in such determination of fair value are presented below.

	2020	Granted in 2021	2022
Risk free interest rate	0.71%-0.91%	1.22%-1.63%	2.15%-2.92%
Expected dividend yield	0%	0%	0%
Expected volatility range	40%-42.5%	43.5%-50%	55%-60%
Exercise multiples	2.2-2.8	2.2-2.8	2.2-2.8
Contractual life	10 years	10 years	10 years

Subsequent to our initial public offering in December 2018, the market price of our publicly traded ADSs is used as an indicator of fair value of our ordinary shares for purposes of recording share-based compensation in connection with the equity awards granted pursuant to the 2017 Option Plan and the 2017 Restricted Share Scheme.

**Share-based compensation relating to Tencent Incentive Plans**

Prior to July 2016, certain of the employees associated with Tencent's online music business in the PRC were granted equity awards pursuant to certain share-based compensation plans of Tencent (collectively, the "Tencent Incentive Plans"). In July 2016, after Tencent acquired the control of CMC, Tencent's online music business in the PRC, together with the associated employees, was transferred to us and, accordingly, the share-based compensation expense arising from such grants was allocated to us and recognized as share-based compensation expense in our consolidated financial statements. Equity awards granted to our employees pursuant to the Tencent Incentive Plans are measured at the grant date based on the fair value of equity instruments and are recognized as an expense over the vesting period, which is the period over which all of the specified vesting conditions are to be satisfied, and credited to "contribution from shareholder" under equity.

For share options granted to our employees under the Tencent Incentive Plans, the total amount to be expensed is determined by reference to the fair value of the share options granted by using the binomial model.

The determination of the fair value of share options is affected by the share price as well as assumptions regarding a number of complex and subjective variables, including the expected share price volatility, expected forfeiture rate, risk-free interest rates, contract life and expected dividends. These assumptions involve inherent uncertainty. Had different assumptions and estimates been used, the resulting fair value of the share options and the resulting share-based compensation expenses could have been different.

## ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

### 6.A. Directors and Senior Management

The following table sets forth information regarding our directors and executive officers as of April 18, 2023.

Directors and Executive Officers	Age	Position/Title
Cussion Kar Shun Pang	49	Executive Chairman
Zhu Liang	47	Chief Executive Officer, Director
Zhenyu Xie	48	President, Chief Technology Officer, Director
James Gordon Mitchell	49	Director
Brent Richard Irvin	50	Director
Matthew Yun Ming Cheng	53	Director
Edith Manling Ngan	58	Independent Director
Adrian Yau Kee Mak	62	Independent Director
Jeanette Kim Yum Chan	64	Independent Director
Min Hu	51	Chief Financial Officer
Cheuk Tung Tony Yip	42	Chief Strategy Officer
Linlin Chen	42	Group Vice President, Head of Kugou Business Unit
Lixue Shi	48	Group Vice President, Head of Kuwo Business Unit
Tsai Chun Pan	48	Group Vice President, Head of Content Cooperation Business

*Cussion Kar Shun Pang* has served as our Executive Chairman since April 2021. He has been a member of our board of directors since May 2014 and served as our Chief Executive Officer from July 2016 to April 2021. Mr. Pang is responsible for setting our long term strategy, overall coordination and management of the Board and the Company, as well as serving as the head of content ecosystem business. Mr. Pang joined Tencent (HKEX: 0700) in 2008 and was appointed as the corporate vice president of Tencent in 2013. He has extensive experience across multiple businesses within Tencent including online games, e-commerce and social networking. Prior to joining Tencent, Mr. Pang worked for a number of publicly listed companies in telecommunications, internet and media industries, such as PCCW Limited (HKEX: 0008). Mr. Pang is an internet industry leader with over 25 years of experience and serves as a Standing Council Member of the Internet Society of China. Mr. Pang received a bachelor's degree in mathematics (honors), business administration and information systems from University of Waterloo, Canada.

*Zhu Liang* has served as our Chief Executive Officer and a member of our board of directors since April 2021, and oversees our *QQ Music*, *Kugou Music*, *Kuwo Music*, *WeSing* and long-form audio business. Prior to this appointment, Mr. Liang joined Tencent (HKEX: 0700) in 2003 and served as the corporate vice president of Tencent since 2016. Prior to that role, Mr. Liang was the general manager of *QQ Music* from 2014 to 2016. Prior to joining Tencent, Mr. Liang worked for Huawei Technology Co., Ltd. Mr. Liang received a doctor's degree in signal and information processing from Tianjin University in 2003.

*Zhenyu Xie* has served as our President and Chief Technology Officer and has been a member of our Board of Directors since April 2014 and currently oversees our *Kugou* business. Mr. Xie founded *Kugou Music* in 2004 and has been committed to Internet technology innovation and the development of the digital music industry for more than a decade. Before founding *Kugou Music*, he founded Shenzhen SoGua Network Technology Co., Ltd. in 2001, which was the first digital music search engine in China. Mr. Xie also served as a senior technical engineer from 1998 to 2001 at China Merchants Bank Co., Ltd. and graduated from Sun-Yat Sen University in 1997 with a bachelor's degree in computer science.

*James Gordon Mitchell* has served as a member of our board of directors since December 2018, and chairs the compensation committee of the Board. Mr. Mitchell is Chief Strategy Officer and a Senior Executive Vice President of Tencent, where he has worked since July 2011. Mr. Mitchell also serves as the chairman and non-executive director of the board of China Literature Limited (HKEX: 0772) since June 2017. He is a director of certain other listed companies, including Frontier Developments Plc (AIM: FDEV), NIO Inc. (NYSE: NIO, HKEX: 9866, SGX: NIO) and Universal Music Group (EURONEXT: UMG), and of various unlisted companies. Prior to joining Tencent, Mr. Mitchell was a managing director at Goldman Sachs. He received a degree from Oxford University and holds a Chartered Financial Analyst Certification.

*Brent Richard Irvin* has served as a member of our board of directors since July 2016. Mr. Irvin joined Tencent in January 2010 and currently serves as the corporate vice president and the general counsel of Tencent. He is also the President of Tencent America, responsible for the operation of the Tencent's U.S. offices. Mr. Irvin also serves as a member of Stanford Law School's board of visitors. Mr. Irvin is also a non-executive director of Tongcheng Travel Holdings Limited (HKEX: 0780) since March 2018. Prior to that, Mr. Irvin worked as a corporate lawyer in Silicon Valley from 2003 to 2009, first at Shearman & Sterling and later at Wilson Sonsini Goodrich & Rosati. Mr. Irvin received a bachelor's degree in history from Carleton College in 1994, a master's degree in Asian Studies from Yale University in 1995, and a juris doctorate degree from Stanford Law School in 2003.

*Matthew Yun Ming Cheng* has been serving as our director since May 2022. Mr. Cheng joined the Tencent Group in November 2010, and currently serves as the corporate vice president of the Tencent Group. Mr. Cheng also currently serves as a non-executive director of China Literature Limited (HKEX: 0772) since November 2019. Prior to joining the Tencent Group, Mr. Cheng worked at Price Waterhouse, an accounting firm currently known as PricewaterhouseCoopers, from 1992 to 1997, China Everbright Technology Limited (currently known as Citychamp Watch & Jewellery Group Limited, HKEX: 0256), a company principally engaged in manufacturing of computer peripherals, from 1997 to 2000 and various companies assuming financial management functions. Mr. Cheng is a fellow member of the Association of Chartered Certified Accountants. He has obtained a bachelor's degree in accountancy from the Hong Kong Polytechnic (currently known as the Hong Kong Polytechnic University) in October 1992.

*Edith Manling Ngan* has served as a member of our board of directors, and, for the purposes of the Hong Kong Listing Rules, an independent non-executive director, since December 2018, and is a member of the audit committee and the compensation committee of our Board. Ms. Ngan currently serves as an independent non-executive director of the board, Audit Committee Chair and a member of the remuneration committee for Blue Moon Group Holdings Limited (HKEX: 6993) since December 2020, an independent non-executive director, Audit Committee Chair and a member of the nomination committee, remuneration committee, risk committee and compliance committee for the Asia Financial Holdings Limited (HKEX: 0662) since May 2022, an independent non-executive director of Swire Pacific Limited (HKEX: 0019 and 0087) since June 2022, and an independent non-executive director, ESG Committee Chair and a member of the audit committee, nomination committee and remuneration committee for HKBN Ltd. (HKEX: 1310) since September 2022. She also sits on various investment committees of government funds. Prior to her retirement in 2017 as regional managing director, East Asia of the Royal Institute of Chartered Surveyors (RICS), a global leading professional body for qualifications and standards in land, property, infrastructure and construction, she was chief executive from 2012 to 2016 of the Hong Kong Securities and Investment Institute, which sets and administers the licensing examinations for the Hong Kong Securities and Futures Commission. Between 1996 and 2010, Ms. Ngan had worked in financial institutions including Invesco Asia Limited, Principal International (Asia) Ltd. and ABN AMRO Fund Services (Asia) Ltd. in regional management roles before she moved to non-profits and served as an executive director of Asia Society Hong Kong Center between 2010 and 2012. Ms. Ngan received her bachelor's degree in industrial engineering and engineering management from Stanford University and is a fellow of the Institute of Chartered Accountants in England and Wales (ICAEW), the Hong Kong Institute of Certified Public Accountants (HKICPA) and the Hong Kong Institute of Directors (HKIoD).

*Adrian Yau Kee Mak* has served as a member of our board of directors, and, for purposes of the Hong Kong Listing Rules, an independent non-executive director, since October 2020, and is the chairman of the audit committee of the Board. Mr. Mak is primarily responsible for supervising and providing independent judgment to the Board. He previously was the chief financial officer and the company secretary of Television Broadcasts Limited (HKEX: 0511) from 2004 until his retirement in December 2021. Prior to that, Mr. Mak was CFO of Global Digital Creations Holdings Limited (HKEX: 8271), a company listed on the GEM of the Stock Exchange of Hong Kong, between 2002 and 2004, and CFO of CyberCity Holdings Limited between 2000 and 2002. Between 1992 and 2000, Mr. Mak served as an associate director in the Corporate Finance Division at the Securities and Futures Commission. Between 1983 and 1992, Mr. Mak served as a deputy manager of audit at various offices of KPMG (Hong Kong, London and Birmingham). Mr. Mak is a fellow member of the Institute of Chartered Accountants in England and Wales (FCA) and the Hong Kong Institute of Certified Public Accountants (FCPA). He is also a fellow member of the Hong Kong Investor Relations Association. Mr. Mak obtained a bachelor's degree in chemical engineering from the University of Birmingham in the United Kingdom in July 1983.

*Jeanette Kim Yum Chan* has served as a member of our board of directors, and, for purposes of the Hong Kong Listing Rules, an independent non-executive director, since September 2022. Ms. Chan has been working in Airwallex (Cayman) Limited ("Airwallex"), a global cross-border payments company, since 2019, and is currently the chief legal, compliance and risk officer of the group of Airwallex. Prior to Airwallex, she served as the managing partner of the China practice at Paul, Weiss, Rifkind, Wharton & Garrison LLP, an international law firm where her practice focused on cross-border mergers and acquisitions and private equity investments, with an emphasis on joint venture transactions and in the telecommunications, IT and media markets in the Asia Pacific region from 1986 to 2019. She is an independent non-executive director of AirPower Technologies Limited. She has served as an independent non-executive director and a member of the audit committee, remuneration committee and nomination committee of Interra Acquisition Corporation. Ms. Chan is qualified to practice law in New York, British Columbia (Canada) and Hong Kong and is a non-practising solicitor of England and Wales. She obtained a Bachelor of Arts from the University of Toronto in Canada in 1980, a Bachelor of Laws from the University of British Columbia in Canada in May 1983, and a Master's degree in Law from Harvard University in the United States in June 1986.

*Min Hu* currently serves as our Chief Financial Officer, in charge of our finance and corporate IT functions. Ms. Hu served various controller roles in Tencent's business groups, including the Interactive Entertainment Group, the Mobile Internet Group, the Social Network Group and the Technology and Engineering Group from 2007 to 2016. Prior to joining Tencent, Ms. Hu served as the director of internal audit department at Huawei Technology Co., Ltd. Ms. Hu has more than 20 years of comprehensive experience in finance, such as financial management, capital operation, operation management, mergers and acquisitions, internal control and internal audit. Ms. Hu is a member of Chartered Institute of Management Accountants (CIMA), CPA Australia, China Institute of Certified Public Accountants (CICPA), and a Certified Internal Auditor (CIA). Ms. Hu received a bachelor's degree in Industrial Foreign Trade from Xi'an Jiaotong University in China and a master's degree in system engineering from Beijing Jiaotong University in China.

*Cheuk Tung Tony Yip* currently serves as our Chief Strategy Officer and is responsible for overseeing our overall strategic development, investment strategy, investor relations, and capital markets activities. Mr. Yip also oversees Ultimate Music, our business unit that provides online music services to smart device manufacturers. Prior to joining us, Mr. Yip was vice president of Baidu, Inc. (NASDAQ: BIDU, HKEX: 9888) since September 2015, where he served as the chief financial officer of Baidu's search business group and Baidu's head of investments, mergers and acquisitions. Mr. Yip served on the board of directors of Ctrip.com International, Ltd. (NASDAQ: TCOM, HKEX: 9961) from 2015 to 2017. Prior to that, Mr. Yip worked at Goldman Sachs since 2007 and served as a managing director in technology, media and telecom investment banking. Mr. Yip has 20 years of experience in corporate finance and development including strategic partnerships, initial public offerings, mergers and acquisitions, divestitures, corporate restructurings, and equity and debt financings. Mr. Yip obtained his bachelor of commerce degree in finance and accounting from University of Queensland in Australia.

*Linlin Chen* is one of the founding members of *Kugou*, who currently serves as our Group Vice President and oversees our *Kugou* business. Ms. Chen has extensive management experience in product operations, marketing and corporate governance. Ms. Chen holds an EMBA degree from Sun-Yat Sen University.

*Lixue Shi* currently serves as our Group Vice President and currently oversees our Kuwo business and long-form audio business. Prior to joining us in November 2012, Mr. Shi served as the assistant general manager of the Online Media Group at Tencent from 2008 to 2012. Mr. Shi graduated from Tsinghua University in 1998 with a bachelor's degree in mechanical engineering.

*Tsai Chun Pan* is currently responsible for the overall strategies and daily management of our content cooperation business. Prior to joining us as a Group Vice President, Mr. Pan worked as the head of entertainment services for Nokia Greater China from 2005 to 2013, and in 2014, he established Ultimate Music, which was acquired by TME in 2017. Mr. Pan graduated from the School of Oriental and African Studies, University of London, with a bachelor's degree in Japanese studies in 1999 and obtained a master's degree in marketing management from Cranfield University in the UK in 2000.

## **6.B. Compensation**

### **Compensation**

In 2022, we paid an aggregate cash compensation of approximately RMB69 million (US\$10 million) to our directors and executive officers. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our directors and executive officers. Our PRC subsidiaries and the 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. Our board of directors may determine compensation to be paid to the directors and the executive officers. The compensation committee will assist the directors in reviewing and approving the compensation structure for the directors and the executive officers.

#### **Employment Agreements and Indemnification Agreements**

We have entered into employment agreements with each of our executive officers. Each of our executive officers is employed for a specified time period, which can be renewed upon both parties' agreement before the end of the current employment term. We may terminate an executive officer's employment for cause at any time without advance notice in certain events. We may terminate an executive officer's employment by giving a prior written notice or by paying certain compensation. An executive officer may terminate his or her employment at any time by giving prior written notice.

Each executive officer has agreed to hold, unless expressly consented to by us, at all times during and after the termination of his or her employment agreement, in strict confidence and not to use, any of our confidential information or the confidential information of our customers and suppliers. In addition, each executive officer has agreed to be bound by certain noncompetition and non-solicitation restrictions during the term of his or her employment and for two years following the last date of employment.

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 Plans**

##### ***2014 Share Incentive Plan***

Prior to Tencent's acquisition of CMC, CMC adopted an employee share incentive plan on October 22, 2014, or the 2014 Share Incentive Plan. The purpose of the 2014 Share Incentive Plan is to promote the long-term success of the company and the creation of shareholder value by offering employees, officers, directors and consultants the opportunity to share in such long-term success by acquiring a proprietary interest in the company. Tencent's acquisition of CMC in July 2016 constituted a "change of control" for the purpose of the 2014 Share Incentive Plan in which case, pursuant to the 2014 Share Incentive Plan, all the outstanding awards granted thereunder shall be subject to applicable agreement of merger or reorganization. Pursuant to the share subscription agreement entered into by and between CMC and Min River on July 6, 2016 in connection with Tencent's acquisition of CMC, all the outstanding awards granted under the 2014 Share Incentive Plan shall remain and continue to be subject to the original vesting schedules under such awards and shall not be accelerated.

Under the 2014 Share Incentive Plan, the maximum aggregate number of ordinary shares we are authorized to issue pursuant to all awards is 101,785,456 ordinary shares. As of April 18, 2023, options to purchase a total of 1,108,152 ordinary shares are outstanding under the 2014 Share Incentive Plan.

The following paragraphs summarize the terms of the 2014 Share Incentive Plan.

***Types of Awards.*** The 2014 Share Incentive Plan permits the awards of options (including incentive share options and non-statutory share options), share appreciation rights, share grants and restricted share units, or RSUs.

***Plan Administration.*** The 2014 Share Incentive Plan shall be administered by our board or a committee appointed by the board. Members of any such committee shall serve for such period of time as the board may determine and shall be subject to removal by the board at any time. The board may also at any time terminate the functions of the committee and reassume all powers and authority previously delegated to the committee. With respect to the awards granted to non-employee directors, the board shall administer the 2014 Share Incentive Plan.

***Eligibility.*** Our employees, directors, non-employee directors and consultants are eligible to participate in the 2014 Share Incentive Plan.

***Award Agreement.*** Each award under the 2014 Share Incentive Plan shall be evidenced and governed exclusively by an award agreement executed by the company and the grantees, including any amendments thereto. The provisions of the various award agreements entered into under the 2014 Share Incentive Plan need not be identical.

***Conditions of Award.*** The plan administrator of the 2014 Share Incentive Plan shall determine the provisions, terms and conditions of each award, including, but not limited to, the award vesting schedule, number of options or shares to be granted, exercise price and form of payment upon settlement of the award.

***Acceleration of Awards upon Change in Control.*** The plan administrator may determine, at the time of grant or thereafter, that an award shall become vested and exercisable, in full or in part, in the event that a change in control of the company occurs.

**Protection against Dilution.** In the event of a subdivision of the outstanding shares of our company, a declaration of a dividend payable in our shares, a declaration of a dividend payable in a form other than shares in an amount that has a material effect on the price of our shares, a combination or consolidation of our outstanding shares (by reclassification or otherwise) into a lesser number of shares, a recapitalization, a spin-off or a similar occurrence, the plan administrator shall make appropriate adjustments to protect the participants from dilution.

**Transfer Restrictions.** Except as otherwise provided in the applicable award agreement and then only to the extent such transfer is otherwise permitted by applicable laws, no awards or interest therein shall be transferred, assigned, pledged or hypothecated by the participant during his or her lifetime, whether by operation of law or otherwise, or be made subject to execution, attachment or similar process, other than by will or by the laws of descent and distribution.

**Amendment, Suspension or Termination of the 2014 Share Incentive Plan.** The 2014 Share Incentive Plan shall terminate on October 22, 2024 provided that our board may amend or terminate the 2014 Share Incentive Plan at any time and for any reason. Any such termination of the 2014 Share Incentive Plan, or any amendment thereof, shall not impair any award previously granted under the 2014 Share Incentive Plan. An amendment of the 2014 Share Incentive Plan shall be subject to the approval of our shareholders only to the extent such approval is required by applicable laws, regulations or rules.

#### **2017 Option Plan**

We adopted an employee share incentive plan, or the 2017 Option Plan, on April 15, 2017. The purpose of the 2017 Option Plan is to motivate and reward our employees and other individuals who are expected to contribute significantly to our success to perform at the highest level and to further the best interests of the company and our shareholders.

The maximum aggregate number of ordinary shares authorized to issue pursuant to equity awards granted under the 2017 Share Option Plan is 118,884,829 ordinary shares. As of April 18, 2023, options to purchase a total of 48,032,718 ordinary shares are outstanding under the 2017 Option Plan, and 18,547,090 of such options had vested and become exercisable. In April 2022, our board of directors authorized the reservation of an additional 20,933,591 Class A ordinary shares for future issuances under equity awards granted under the 2017 Share Option Plan, which has been approved by the board of directors and shareholders of Tencent.

The following paragraphs summarize the terms of the 2017 Option Plan.

**Types of Awards.** The 2017 Option Plan permits the awards of options.

**Plan Administration.** The 2017 Option Plan shall be administered by the board or the compensation committee of the board, or such other committee as may be designated by the board.

**Eligibility.** Any employee or any other individual who provides services to us or our affiliates as determined by the plan administrator and holders of options and other types of awards granted by a company acquired by us or with which we combine shall be eligible to be selected to receive an award under the 2017 Option Plan, to the extent an offer of an award or a receipt of such award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

**Award Agreement.** Each award under the 2017 Option Plan shall be evidenced and governed exclusively by an award agreement executed by the company and the participants, including any amendments thereto. The provisions of the various award agreements entered into under the 2017 Option Plan need not be identical.

**Conditions of Award.** The administrator of the 2017 Option Plan shall determine the provisions, terms and conditions of each award, including, but not limited to, the types of awards, award vesting schedule, number of shares to be covered by the awards, exercise price, noncompetition requirements and term of each award.

**Acceleration of Awards upon Change in Control.** The plan administrator may cause an award to be canceled in consideration of the full acceleration of such award or the grant of a substitute award, in the event that a change in control of our company occurs.

**Protection against Dilution.** In the event of any division or other distribution (whether in the form of cash, shares or other securities), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the company, issuance of warrants or other rights to purchase shares or other securities of the company, or other similar corporate transaction or event affecting the shares, or of changes in applicable laws, regulations or accounting principles, the plan administrator may make appropriate equitable adjustments to the outstanding awards as well as number and types of shares available for future awards to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the 2017 Option Plan.



**Transfer Restrictions.** Except as may be permitted by the plan administrator or as specifically provided in an award agreement, no award and no right under any award shall be assignable, alienable, saleable or transferable by a grantee other than by will or by designating a beneficiary following procedures approved or accepted by the plan administrator.

**Amendment, Suspension or Termination of the 2017 Option Plan.** Except to the extent prohibited by applicable law and unless otherwise expressly provided in an award agreement or in the 2017 Option Plan, the plan administrator may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; provided, however, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is required by applicable law or the rules of the stock exchange, if any, on which the Shares are principally quoted or trade; or (ii) the consent of the affected grantee, if such action would materially and adversely affect the rights of such grantee under any outstanding Award.

#### **2017 Restricted Share Scheme**

We adopted a restricted share award scheme, or the 2017 Restricted Share Scheme, on May 17, 2017, which was amended on May 15, 2018. The purpose of the 2017 Restricted Share Scheme is to attract, motivate and reward suitable personnel with a view to achieving the objectives of increasing the value of the company and aligning the interests of the selected personnel directly to the shareholders of the company through ownership of equity interests. The maximum aggregate number of ordinary shares we are authorized to issue pursuant to equity awards granted under the 2017 Restricted Share Scheme is 216,329,580 ordinary shares. As of April 18, 2023, a total of 52,005,038 restricted shares are outstanding under the 2017 Restricted Share Scheme. In April 2022, our board of directors authorized the reservation of an additional 104,627,958 Class A ordinary shares for future issuances under equity awards granted under the 2017 Restricted Share Scheme, which has been approved by the board of directors of Tencent.

The following paragraphs summarize the terms of the 2017 Restricted Share Scheme.

**Types of Awards.** The 2017 Restricted Share Scheme permits the awards of restricted shares.

**Scheme Administration.** The 2017 Restricted Share Scheme shall be administrated by the board and the management committee established by the board. The board and the management committee may appoint an independent trustee to assist in the administration of the 2017 Restricted Share Scheme.

**Eligibility.** Any employee (whether full time or part time), executives or officers, directors (including executive, non-executive and independent non-executive directors), consultants, advisers or agents of any member of our group or any entity in which any member of our group holds an equity interest, have contributed or will contribute to the growth and development of our group or any of our invested entity, to the extent an offer of an award or a receipt of such award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

**Grant Letter.** Each award under the 2017 Restricted Share Scheme shall be evidenced by a written grant letter issued by the scheme administrator. The grantees are required to confirm their acceptance of the award by returning to the scheme administrator a notice of acceptance duly executed by them within 28 days after the date of grant.

**Conditions of Award.** The administrator of the 2017 Restricted Share Scheme shall determine the provisions, terms and conditions of each award, including, but not limited to, vesting schedule, number of restricted shares to be granted, exercise price and term of each award.

**Protection against Dilution.** In the event of any division or other distribution (whether in the form of cash, shares or other securities), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the company, issuance of warrants or other rights to purchase shares or other securities of the company, or other similar corporate transaction or event affecting the shares, or of changes in applicable laws, regulations or accounting principles, the plan distributor may make appropriate equitable adjustments to the outstanding or vested awards, as well as number and types of shares available for future awards, to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the 2017 Restricted Share Scheme.

**Transfer Restrictions.** Any award is personal to the grantee to whom it is made and is not assignable and no grantee may in any way sell, transfer, charge, mortgage, encumber or create any interest in favor of any other person over or in relation to the restricted shares referable to him pursuant to such award under the 2017 Restricted Share Scheme.

**Amendment of the 2017 Restricted Share Scheme.** The 2017 Restricted Share Scheme may be amended in any respect by a resolution of the plan administrator provided that no such amendment may operate to affect adversely any subsisting rights of any grantees under the Scheme unless (i) the written consent of the relevant grantees is obtained; or (ii) the sanction of a special resolution is passed at a meeting of the grantees.

**Term and Termination of the 2017 Restricted Share Scheme.** The 2017 Restricted Share Scheme shall remain valid and effective unless and until being terminated on the earlier of: (i) the 10th anniversary date of the date it was adopted; or (ii) such date of early termination as determined by the scheme administrator provided that such termination does not affect any subsisting rights of any grantees.

The following table summarizes, as of April 18, 2023, the number of Class A ordinary shares under outstanding options, restricted shares and other equity awards that we granted to our directors and executive officers.

	Ordinary Shares Underlying Equity Awards Granted	Exercise Price (US\$/Share)	Date of Grant	Date of Expiration
Cussion Kar Shun Pang	*	0 to 7.1411	various dates from June 16, 2017 to March 15, 2023	various dates from June 16, 2027 to March 15, 2033
Zhu Liang	*	0 to 7.605	various dates from May 15, 2021 to March 15, 2023	various dates from May 15, 2031 to March 15, 2033
Zhenyu Xie	*	0 to 7.1411	various dates from October 17, 2018 to March 15, 2023	various dates from October 17, 2028 to March 15, 2033
James Gordon Mitchell	—	—	—	—
Brent Richard Irvin	—	—	—	—
Matthew Yun Ming Cheng	—	—	—	—
Edith Manling Ngan	*	0	December 15, 2022	December 15, 2032
Adrian Yau Kee Mak	*	0	November 15, 2022	November 15, 2032
Jeanette Kim Yum Chan	*	0	October 15, 2022	October 15, 2032
Min Hu	*	0 to 7.1411	various dates from December 20, 2017 to March 15, 2023	various dates from December 20, 2027 to March 15, 2033
Cheuk Tung Tony Yip	*	0 to 7.1411	various dates from April 16, 2018 to March 15, 2023	various dates from April 16, 2028 to March 15, 2033
Linlin Chen	*	0 to 7.1411	various dates from October 17, 2018 to March 15, 2023	various dates from October 17, 2028 to March 15, 2033
Lixue Shi	*	0 to 7.1411	various dates from October 17, 2018 to March 15, 2023	various dates from October 17, 2028 to March 15, 2033
Tsai Chun Pan	*	0 to 6.2	various dates from January 19, 2020 to March 15, 2023	various dates from January 19, 2030 to March 15, 2033
<b>All directors and executive officers as a group</b>	*	0 to 7.605	Various dates from June 16, 2017 to March 15, 2023	Various dates from June 16, 2027 to March 15, 2033

Notes:

\*Less than 1% of our total outstanding shares.

As of April 18, 2023, our employees other than members of our senior management as a group held options to purchase 27,556,806 ordinary shares, with exercise prices ranging from US\$0.000076 per share to US\$9.525 per share.

For discussions of our accounting policies and estimates for awards granted pursuant to the 2014 Share Incentive Plan, 2017 Option Plan and the 2017 Restricted Share Scheme, see "Item 5. Operating and Financial Review and Prospects — 5.E. Critical Accounting Estimates — Share-based compensation expenses and valuation of our ordinary shares — Share-based compensation relating to TME Incentive Plans."

## 6.C. Board Practices

### Board of Directors

Our board of directors consists of nine directors, including three independent directors within the meaning of Section 303A of the Corporate Governance Rules of the NYSE, namely Ms. Edith Manling Ngan, Mr. Adrian Yau Kee Mak and Ms. Jeanette Kim Yum Chan. A director is not required to hold any shares in our company to qualify to serve as a director. The Corporate Governance Rules of the NYSE generally require that a majority of an issuer's board of directors must consist of independent directors. However, the Corporate Governance Rules of the NYSE permit foreign private issuers like us to follow "home country practice" in certain corporate governance matters. We rely on this "home country practice" exception and do not have a majority of independent directors serving on our board of directors. We have also determined that each of Ms. Edith Manling Ngan, Mr. Adrian Yau Kee Mak and Ms. Jeanette Kim Yum Chan qualifies as an independent non-executive director for purposes of the Hong Kong Listing Rules.

A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with our company is required to declare the nature of his or her interest at a meeting of our directors. A general notice given to the directors by any director to the effect that he or she is a member, shareholder, director, partner, officer or employee of any specified company or firm and is to be regarded as interested in any contract or transaction with that company or firm shall be deemed a sufficient declaration of interest for the purposes of voting on a resolution in respect to a contract or transaction in which he or she has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction. A director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he or she may be interested therein and, if he or she does so, his or her vote shall be counted and he or she may be counted in the quorum at any meeting of the directors at which any such contract or proposed contract or arrangement is considered, subject to any separate requirement for audit committee approval under applicable law or the Corporate Governance Rules of NYSE. Our board of directors may exercise all of the powers of our company to borrow money, to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock or other securities whenever money is borrowed or as security for any debt, liability or obligation of our company or of any third party. None of our directors has a service contract with us that provides for benefits upon termination of service as a director.

Certain of our directors are also employees of Tencent. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Relationship with Tencent — We may have conflicts of interest with Tencent and, because of Tencent's controlling ownership interest in our company, we may not be able to resolve such conflicts on terms favorable to us."

### Board Committees of the Board of Directors

We have established an audit committee and a compensation committee under our board of directors. We have adopted a charter for each committee. Each committee's members and functions are described below.

**Audit Committee.** Our audit committee consists of Mr. Adrian Yau Kee Mak and Ms. Edith Manling Ngan, and one nonvoting observer, namely Mr. Matthew Yun Ming Cheng, and is chaired by Mr. Adrian Yau Kee Mak. We have determined that each of Ms. Edith Manling Ngan and Mr. Adrian Yau Kee Mak satisfies the requirements of Section 303A of the Corporate Governance Rules of the NYSE and meets the independence standards under Rule 10A-3 under the Securities Exchange Act of 1934, as amended. We have determined that each of Ms. Edith Manling Ngan and Mr. Adrian Yau Kee Mak qualifies as an "audit committee consolidated financial expert." The audit committee oversees our accounting and financial reporting processes, the audits of the financial statements and the related party transactions of our company. The audit committee is responsible for, among other things:

- reviewing and recommending to our board for approval, the appointment, reappointment or removal of the independent registered public accounting firm, after considering its annual performance evaluation of the independent registered public accounting firm;
- approving the remuneration and terms of engagement of the independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by our independent registered public accounting firm;
- obtaining a written report from our independent registered public accounting firm describing matters relating to its independence and quality control procedures;
- reviewing with the independent registered public accounting firm any audit problems or difficulties and any significant disagreements with the management;
- discussing with our independent registered public accounting firm, among other things, the audits of the financial statements, including whether any material information should be disclosed, and issues regarding accounting and auditing principles and practices;

- reviewing and approving all proposed related party transactions, including those to be entered into with Tencent entities, subject to further approvals by our board pursuant to the terms of the committee charter;
- reviewing and recommending the financial statements for inclusion within our quarterly and interim earnings releases and to our board for inclusion in our annual reports;
- discussing the annual audited financial statements with management and the independent registered public accounting firm;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any special steps taken to monitor and control major financial risk exposures;
- reviewing and reassessing the adequacy of the committee charter;
- at least annually, approving annual audit plans, and undertaking an annual performance evaluation of the internal audit function;
- overseeing and evaluating procedures for the handling of complaints and whistleblowing;
- meeting separately and periodically with management, the internal auditors (or other personnel responsible for the internal audit function) and the independent registered public accounting firm;
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance and reporting on such compliance to our board of directors; and
- reporting regularly to the board of directors.

**Compensation Committee.** Our compensation committee consists of Mr. James Gordon Mitchell and Ms. Edith Manling Ngan and is chaired by Mr. James Gordon Mitchell. We have determined that Ms. Edith Manling Ngan satisfies the “independence” requirements of Section 303A of the Corporate Governance Rules of the NYSE. 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. The compensation committee is responsible for, among other things:

- overseeing the development and implementation of management succession planning in consultation with our chief executive officer;
- at least annually, reviewing and approving, or recommending to the board for its approval, the compensation for our executive officers;
- at least annually, reviewing periodically and approving our company’s executive compensation and benefits policies, including any incentive compensation or equity plans, programs or other similar arrangements;
- at least annually, leading our board of directors in a self-evaluation to determine whether it and its committees are functioning effectively;
- at least annually, reviewing and reassessing the adequacy of the committee charter;
- selecting a compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person’s independence from management; and
- reporting regularly to the board of directors.

We will rely on the “foreign private issuer” exemption and will not have a standing nominating and corporate governance committee, though we intend to form a corporate governance and nominating committee as and when required to do so by law or NYSE rules. As there is no standing nominating and corporate governance committee, we do not have a nominating and corporate governance committee charter in place.

**Duties of Directors**

Under Cayman Islands law, our directors owe fiduciary duties to our company, including a duty of loyalty, a duty to act honestly and a duty to act in what they consider in good faith to be in our best interests. Our directors must also exercise their powers only for a proper purpose. Our directors also owe to our company a duty to exercise the skill they actually possess and such care and diligence that a reasonable prudent person would exercise in comparable circumstances. 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. In fulfilling their duty of care to us, our directors must ensure compliance with our Articles of Association, and the class rights vested thereunder in the holders of the shares. Our company

has the right to seek damages if a duty owed by our directors is breached. In limited exceptional circumstances, a shareholder may have the right to seek damages in our name if a duty owed by our directors is breached. In accordance with our Articles of Association, the functions and powers of our board of directors include, among others, (i) convening shareholders' annual general meetings and reporting its work to shareholders at such meetings, (ii) declaring dividends, (iii) appointing officers and determining their terms of offices and responsibilities and (iv) approving the transfer of shares of our company, including the registering of such shares in our register of members.

#### Terms of Directors and Officers

Our officers are elected by and serve at the discretion of the board. Our directors are appointed by ordinary resolution of our shareholders. The board may also, by the affirmative vote of a simple majority of the remaining directors present and voting at a board meeting, appoint any person as a director, to fill a casual vacancy on the board or as an addition to the existing board. Each director is not subject to a term of office and holds office until such time as his successor takes office or until the earlier of his death, resignation or removal from office by ordinary resolution or the affirmative vote of a simple majority of the other directors present and voting at a board meeting. 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; (ii) dies or is found by our company to be of unsound mind; (iii) resigns by notice in writing to our company; (iv) is prohibited by law or the Corporate Governance Rules of NYSE from being a director; or (v) is removed from office pursuant to any other provisions of our Articles of Association.

#### 6.D. Employees

Our employees are caring, talented, creative and open. Our employees love music and developing technology to allow people to interact with music in innovative ways. We believe that creativity and innovation is core to our corporate culture, which allows us to attract highly talented professionals.

We had 4,769, 5,966 and 5,805 full-time employees as of December 31, 2020, 2021 and 2022, respectively. Substantially all of our employees are based in China. The following table sets forth the number of our full-time employees as of December 31, 2022.

Function	Number of employees
Research and development	3,071
Content management and operation	1,518
Sales and marketing	475
Management and administration	741
<b>Total</b>	<b>5,805</b>

We enter into employment contracts with our full-time employees which contain standard confidentiality and non-compete provisions. In addition to salaries and benefits, we provide performance-based bonuses for our full-time employees and commission-based compensation for our sales and marketing force.

Under PRC law, we participate in various employee social security plans that are organized by municipal and provincial governments for our PRC-based full-time employees, including pension, unemployment insurance, work-related injury insurance, medical insurance and housing insurance. We are required under PRC law to make contributions from time to time to employee benefit plans for our PRC-based full-time employees at specified percentages of the salaries, bonuses and certain allowances of such employees, up to a maximum amount specified by the local governments in China.

We believe that we maintain a good working relationship with our employees, and we have not experienced any material labor disputes in the past. None of our employees is represented by labor unions.

#### 6.E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares, as of April 18, 2023, by:

- each of our directors and executive officers;
- all of our directors and executive officers as a group; and
- each person known to us to own beneficially more than 5% of our ordinary shares.

We have adopted a dual-class ordinary share structure. The calculations in the table below are based on 3,432,154,261 outstanding ordinary shares (consisting of 1,767,205,006 Class A ordinary shares and 1,664,949,255 Class B ordinary shares) as of April 18, 2023.

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 of the date of this annual report, 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.

	Class A Ordinary Shares		Ordinary Shares Beneficially Owned as of April 18, 2023				Percentage of aggregate voting power***
	Class B Ordinary Shares		Total ordinary shares				
	Number	%	Number	%		Number	
<b>Directors and Executive Officers†</b>							
Cussion Kar Shun Pang	*	*	—	—	*	*	—
Zhu Liang	*	*	—	—	*	*	—
Zhenyu Xie	*	*	*	*	*	*	*
James Gordon Mitchell	*	*	—	—	*	*	*
Brent Richard Irvin	*	*	—	—	*	*	*
Matthew Yun Ming Cheng	—	—	—	—	—	—	—
Edith Manling Ngan	*	*	—	—	*	*	*
Adrian Yau Kee Mak	—	—	—	—	—	—	—
Jeanette Kim Yum Chan	—	—	—	—	—	—	—
Min Hu	*	*	—	—	*	*	—
Cheuk Tung Tony Yip	*	*	—	—	*	*	—
Linlin Chen	*	*	*	*	*	*	*
Lixue Shi	*	*	*	*	*	*	*
Tsai Chun Pan	*	*	—	—	*	*	*
All directors and executive officers as a group	*	*	*	*	*	*	*
<b>Principal Shareholders:</b>							
Tencent <sup>(1)</sup>	159,996,879	9.1	1,640,456,882	98.5	1,800,453,761	52.5	92.6
Spotify <sup>(2)</sup>	282,830,698	16.0	—	—	282,830,698	8.2	—

Notes:

\* Less than 1% of our total outstanding shares.

\*\* For each person and group included in this table, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group by the sum of (i) 3,432,154,261, being the number of ordinary shares outstanding (consisting of 1,767,205,006 Class A ordinary shares and 1,664,949,255 Class B ordinary shares) as of April 18, 2023, and (ii) the number of ordinary shares underlying share options held by such person or group that are exercisable within 60 days after the date of this annual report.

\*\*\* 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 ordinary shares as a single class.

† Except for Mr. Zhu Liang, Mr. James Gordon Mitchell, Mr. Brent Richard Irvin, Mr. Matthew Yun Ming Cheng, Ms. Edith Manling Ngan, Mr. Adrian Yau Kee Mak and Ms. Jeanette Kim Yum Chan, the business address of our directors and executive officers is Unit 3, Building D, Kexing Science Park, Kejizhongshan Avenue, Hi-Tech Park, Nanshan District, Shenzhen, 518057, the People's Republic of China. The business address of Mr. Zhu Liang is FIYTA Hi-tech Building, Gaoxin South 1st Road, Nanshan District, Shenzhen City, Guangdong Province, China. The business address of Mr. James Gordon Mitchell and Mr. Brent Richard Irvin is Tencent Building, Kejizhongyi Road, Hi-tech Park, Nanshan District, Shenzhen, 518057, China. The business address of Mr. Matthew Yun Ming Cheng is 37/F, Gateway Tower 5, 15 Canton Road, Tsim Sha Tsui, Hong Kong. The business address of Ms. Edith Manling Ngan is Wu Yee Sun College Master's Lodge, Chinese University of Hong Kong, Shatin, Hong Kong. The business address of Mr. Adrian Yau Kee Mak is Rm C, 9/F, 1 Homantin Hill, 1 Homantin Hill Road, Kowloon, Hong Kong. The business address of Ms. Jeanette Kim Yum Chan is Suites 6308-10, 63/F, One Island East, 18 Westlands Road, Quarry Bay, Hong Kong.

(1)The number of ordinary shares beneficially owned represents the sum of (i) 1,640,456,882 Class B ordinary shares held by Min River Investment Limited, a company incorporated in the British Virgin Islands, which is beneficially owned and controlled by Tencent; (ii) 141,415,349 Class A ordinary shares, or 50% of the 282,830,698 Class A ordinary shares held of record by Spotify AB; the voting power of such 141,415,349 Class A ordinary shares held of record by Spotify AB is vested with Tencent pursuant to the Spotify Investor Agreement and the Tencent Voting Undertaking, therefore Tencent is deemed to beneficially own such ordinary shares (pursuant to the Spotify Investor Agreement, Spotify has given Tencent a sole and exclusive right to vote our securities beneficially owned by Spotify and its affiliates, while pursuant to the Tencent Voting Undertaking, Tencent is obligated to vote 50% of the securities subject to the foregoing proxy from Spotify in proportion to votes cast for and against by non-Spotify shareholders); and (iii) an aggregate of 18,581,530 Class A ordinary shares held of record by certain minority shareholders of our company; the voting power of these ordinary shares is vested with Tencent and therefore Tencent may be deemed to beneficially own these Class A ordinary shares. Tencent disclaims pecuniary ownership for the foregoing securities subject to the Tencent Voting Undertaking and the foregoing 18,581,530 ordinary shares held by record by the minority shareholders. The foregoing beneficial ownership information of Tencent is based on the Amendment No. 3 to Schedule 13G filed by Tencent with the SEC on February 10, 2023. Tencent is deemed to have economic interest in the foregoing 1,640,456,882 Class B ordinary shares held of record by Min River Investment Limited, representing approximately 47.8% of the total outstanding ordinary shares of our company as of April 18, 2023. The registered address of Min River Investment Limited is P.O. Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands.

(2)The number of Class A ordinary shares beneficially owned represents 282,830,698 Class A ordinary shares held by Spotify AB, a company incorporated in Sweden, which is beneficially owned and controlled by Spotify Technology S.A. (NYSE: SPOT). See Note (2) above for a description of the voting proxy granted by Spotify AB with respect to such ordinary shares. The registered address of Spotify AB is Birger Jarlsgatan 61, 11356 Stockholm, Sweden.

As of April 18, 2023, 50,962,898 of our Class A outstanding ordinary shares were held by one record holder in the United States, which is the depository of our ADS program, representing 1.5% of our total issued and outstanding ordinary shares as of such date. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

#### **6.F. Disclosure of a Registrant's Action to Recover Erroneously Awarded Compensation**

Not applicable.

### **ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**

#### **7.A. Major Shareholders**

Please refer to “Item 6. Directors, Senior Management and Employees—6.E. Share Ownership.”

#### **7.B. Related Party Transactions**

##### **Transactions with Tencent**

###### ***Tencent Business Cooperation***

We had a master business cooperation agreement with Tencent beginning in July 2016 when Tencent acquired CMC that expired on July 12, 2018. We then entered into a new master business cooperation agreement with Tencent, which became effective upon execution.

###### ***Co-investment in Spotify***

In December 2017, (i) we issued 282,830,698 ordinary shares to Spotify AB (a wholly owned subsidiary of Spotify Technology S.A., or Spotify), and (ii) Spotify, in exchange, issued 8,552,440 ordinary shares (after giving effect to a 40-to-one share split of Spotify's ordinary shares) to TME Hong Kong. In connection with its acquisition of our ordinary shares, Spotify agreed not to transfer our ordinary shares for a period of three years from December 15, 2017, subject to limited exceptions described elsewhere in this annual report. We held an approximately 2.5% equity interest in Spotify immediately following our investment in Spotify.

In connection with our investment in Spotify, on December 15, 2017, an investor agreement was entered into by and among Spotify, TME, TME Hong Kong, Tencent and a wholly owned subsidiary of Tencent (together with TME, TME Hong Kong and Tencent, the “Tencent Investors”) and certain Spotify parties, pursuant to which Spotify's co-founder has the sole and exclusive right to vote, in his sole and absolute discretion, any of Spotify's securities beneficially owned by the Tencent Investors or their controlled affiliates.



#### **Co-investment in Universal Music Group**

In March 2020, through one of our wholly owned subsidiaries, we joined a consortium led by Tencent to acquire a 10% equity stake in Universal Music Group, or UMG, from its parent company, Vivendi S.A., at an enterprise value of EUR30 billion. We invested a 10% equity interest in the consortium. The foregoing transaction is referred to in this annual report as the Initial UMG Transaction and was closed in March 2020. The consortium also has the option to purchase an additional 10% equity stake in UMG at the same enterprise value as in the Initial UMG Transaction pursuant to the terms of the transaction documents. In December 2020, the consortium in the Initial UMG Transaction exercised its call option to acquire an additional 10% equity interest in UMG from Vivendi S.A. at the same enterprise value of EUR30 billion as in the Initial UMG Transaction. This transaction is referred to in this annual report as the Second UMG Transaction. In January 2021, we closed the Second UMG Transaction.

#### **Strategic Partnership with China Literature**

In March 2020, we signed a five-year strategic partnership with China Literature, which is a subsidiary of our parent company Tencent. Through this partnership arrangement, we are granted a global license to produce derivative content in the form of audiobooks of online literary works for which China Literature has the rights or the license to adapt, and the rights to sublicense, as well as the ability to distribute, existing audiobooks in China Literature's portfolio.

#### **Acquisition of Shenzhen Lanren**

In January 2021, we, through one of our PRC entities, entered into a definitive agreement to acquire 100% equity interest in Shenzhen Lanren, which operates *Lazy Audio*, a well-established audio platform in China, for a total consideration of RMB2.7 billion, primarily payable in cash, plus certain post-acquisition equity-settled awards to Shenzhen Lanren's management team. The then shareholders of Shenzhen Lanren include China Literature, which is a subsidiary of our parent company Tencent, Shenzhen Lanren's management team and other financial investors. Our acquisition of Shenzhen Lanren was completed in March 2021.

#### **Contractual Arrangements**

See "Item 4. Information on the Company — 4.C. Organizational Structure" for a description of the contractual arrangements between our PRC subsidiaries, the VIEs and their respective shareholders.

#### **Employment Agreements and Indemnification Agreements**

See "Item 6. Directors, Senior Management and Employees — 6.B. Compensation — Employment Agreements and Indemnification Agreements."

#### **Share Incentives**

See "Item 6. Directors, Senior Management and Employees — 6.B. Compensation—Share Incentive Plans."

#### **Other Related Party Transactions**

In the ordinary course of business, from time to time, we carry out transactions and enter into arrangements with related parties, none of which is considered to be material.

The table below sets forth the major related parties and their relationships with us as of December 31, 2022.

<u>Name of related parties</u>	<u>Relationship with the Group</u>
Tencent and its subsidiaries other than the entities controlled by the Group ("Tencent Group")	The Group's principal owner
China Literature Limited ("China Literature")	Tencent's subsidiary

The table below sets forth our significant related party transactions for the periods indicated.

	For the Year Ended December 31,			
	2020 RMB	2021 RMB	2022 RMB	US\$
		(in millions)		
<b>Revenues</b>				
Online music services to Tencent Group <sup>(1)</sup>	277	364	338	49
Online music services to the Company's associates and associates of Tencent Group	206	412	276	40
Social entertainment services and others to Tencent Group, the Company's associates and associates of Tencent Group	213	170	71	10
<b>Expenses</b>				
Operation expenses recharged by Tencent Group <sup>(2)</sup>	1,082	1,260	1,272	184
Advertising agency cost to Tencent Group <sup>(3)</sup>	440	652	556	81
Content royalties to Tencent Group, the Company's associates and associates of Tencent Group <sup>(4)</sup>	306	541	612	89
Other costs to the Company's associates and associates of Tencent Group	48	176	68	10

Notes:

(1) Primarily include revenue from content sublicensing, online advertising and subscriptions provided to Tencent Group pursuant to the Business Cooperation Agreement.

(2) Primarily include expenses associated with cloud services and certain administrative functions provided to us by Tencent Group.

(3) Primarily include advertising fees paid to Tencent Group for our advertising services sold through Tencent Group.

(4) Primarily include content royalty we paid to Tencent Group and music labels who are our associates or the associates of Tencent Group. In March 2020, we signed a five-year strategic partnership with China Literature, a subsidiary of Tencent, with an aggregate minimum guarantee of RMB250 million, and any excess portion will be shared based on a predetermined percentage. The present value of the minimum guarantee of RMB227 million was recognized as intangible assets in March 2020. In September 2022, we updated the strategic partnership arrangement with China Literature, the residual minimum guarantee profit sharing payable amounted to RMB150 million was cancelled, and intangible assets was derecognized correspondingly. Amortization expense for the year ended December 31, 2020, 2021 and 2022 was included in the content royalties to Tencent Group presented above.

The table below sets forth the balances with our related parties as of the dates indicated.

	As of December 31,			
	2020 RMB	2021 RMB	2022 RMB	US\$
		(in millions)		
<b>Included in accounts receivable from related parties:</b>				
Tencent Group	1,993	2,510	1,760	255
The Company's associates and associates of Tencent Group	48	90	84	12
<b>Included in prepayments, deposits and other assets from related parties:</b>				
Tencent Group	39	51	72	10
The Company's associates and associates of Tencent Group	64	142	87	13
<b>Included in accounts payable to related parties:</b>				
Tencent Group	763	719	1,231	178
The Company's associates and associates of Tencent Group	37	198	190	28
<b>Included in other payables and accruals to related parties:</b>				
Tencent Group	237	440	469	68
The Company's associates and associates of Tencent Group	46	55	22	3

Outstanding balances are unsecured and are payable on demand.

The table below sets forth our key management personnel compensations for the periods indicated.

	For the Year Ended December 31,			
	2020 RMB	2021 RMB (in millions)	2022 RMB	US\$
Short-term employee benefits	62	70	69	10
Share-based compensation	205	153	135	20
	<u>267</u>	<u>223</u>	<u>204</u>	<u>30</u>

#### 7.C. Interests of Experts and Counsel

Not applicable.

### ITEM 8. FINANCIAL INFORMATION

#### 8.A. Consolidated Statements and Other Financial Information

We have appended consolidated financial statements filed as part of this annual report.

#### Litigation

The Group has been and may become a party to various legal or administrative proceedings arising in the ordinary course of its business, including matters relating to copyright infringement, commercial disputes and competition. As of December 31, 2022, there were 923 lawsuits pending in connection with alleged copyright infringement on our platform against us or our affiliates with an aggregate amount of damages sought of approximately RMB257.7 million (US\$37.4 million). The Group is currently not a party to, and we are not aware of any threat of, any such legal or administrative proceedings that, in the opinion of our management, are likely to have any material and adverse effect on our business, financial condition, cash flow or results of operations. See also "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — Pending or future litigation or regulatory proceedings could have a material and adverse impact on our reputation, business, financial condition and results of operations."

On December 6, 2018, we became aware of an arbitration (the "Arbitration") filed by an individual named Mr. Hanwei Guo (the "Claimant") before the China International Economic and Trade Arbitration Commission, or CIETAC. The Arbitration named Mr. Guomin Xie, who previously served as our Co-President and a director, CMC, and certain affiliates of CMC as respondents. In addition, on December 5, 2018, the Claimant filed an Application and Petition for an Order to Take Discovery for Use in a Foreign Proceeding Pursuant to 28 U.S.C. § 1782 (the "Discovery Petition") in the U.S. District Court of the Southern District of New York (the "District Court"), whereby he seeks permission to serve subpoenas for production of documents on Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Morgan Stanley & Co. LLC, each of which is an underwriter in our initial public offering, for use in the Arbitration. We and the underwriters opposed the Claimant's Discovery Petition by filing Oppositions in the District Court on December 21, 2018. On February 25, 2019, the Discovery Petition was denied by the District Court. On March 27, 2019, the Claimant filed a notice of appeal with the United States Court of Appeals for the Second Circuit regarding the denial of the Discovery Petition. On July 8, 2020, the U.S. Court of Appeals for the Second Circuit affirmed the district court's denial of the Claimant's petition. In April 2021, CIETAC entered an award for the Arbitration. The award dismissed substantially all of the Claimant's claims, including those against CMC, except that Mr. Xie shall pay damages in an amount of RMB661 million (US\$95.8 million) to the Claimant. Mr. Xie subsequently applied in court to set aside the CIETAC's award. CIETAC has, upon the notification of the court, decided to re-arbitrate on September 30, 2022. As of the date of this annual report, no award has been made by CIETAC for the re-arbitration. See also "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — We, certain of our consolidated entities in the PRC and Mr. Guomin Xie, our former co-president and director, were named as respondents in an arbitration proceeding in the PRC."

From time to time, we may be involved in legal proceedings in the ordinary course of our business. In September 2019 and October 2019, respectively, the Company and certain of its current and former directors and officers were named as defendants in two putative securities class actions filed in the U.S. District Court for the Eastern District of New York (the "Federal Court Action") and the Supreme Court of the State of New York, County of New York (the "State Court Action"). Amended complaints in both actions were filed in February 2020, at which time Tencent, based on its status as our controlling shareholder, was named as a defendant in the Federal Court Action, and the Company's underwriters in its initial public offering were added as defendants in both actions. Both actions, purportedly brought on behalf of a class of persons who allegedly suffered damages as a result of their trading in the ADSs, allege that our Registration Statement dated December 12, 2018 and our annual report dated April 19, 2019 on Form 20-F contained material misstatements and omissions in violation of the U.S. federal securities laws. On April 14, 2020, the Company served a motion to dismiss the Federal Court Action, which was fully briefed and submitted to the court on May 15, 2020. On May 8, 2020, the

Company filed a motion to dismiss, or in the alternative, stay, the State Court Action. By order dated August 21, 2020, the State Court Action was stayed in all respects, pending resolution of the motion to dismiss the Federal Court Action. On March 31, 2021, the Company's motion to dismiss the Federal Court Action was granted by the U.S. District Court for the Eastern District of New York. On April 29, 2021, the plaintiffs in the Federal Court Action filed a motion for leave to file a second amended complaint, which was granted on December 27, 2021. A second amended complaint was filed in the Federal Court Action on January 10, 2022. On February 18, 2022, the Company served a motion to dismiss the second amended complaint filed in the Federal Court Action, which was fully brief and submitted to the court on March 11, 2022. On March 31, 2023, the Company's motion to dismiss the second amended complaint in the Federal Court Action was granted, and a judgment was entered on the same day dismissing the Federal Court Action. On April 24, 2023, the plaintiff in the State Court Action filed a stipulation of voluntary discontinuance, discontinuing the action in its entirety. For risks and uncertainties relating to lawsuits against us, please see "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Our Business and Industry — We and certain of our directors and officers may be named as defendants in shareholder class action lawsuits, which could have a material adverse impact on our business, financial condition, results of operation, cash flows and reputation."

#### **Dividend Policy**

We currently have no plan to declare or pay any dividends in the near future on our shares or ADSs, as we currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

In December 2017, our board of directors resolved to distribute 255,185,879 ordinary shares as a fully paid share dividend to all of our shareholders on a pro rata basis. After giving effect to the waiver from Spotify and Tencent to receive such share dividend, we distributed to our then existing shareholders (other than Min River Investment Limited and Spotify AB) a share dividend of a total of 88,726,036 of our ordinary shares. Subsequently, in consideration for the above-mentioned waiver from Tencent, a certain number of the ordinary shares of Spotify that we acquired in the foregoing transactions were transferred to a wholly owned subsidiary of Tencent for a nominal consideration of US\$1, which was accounted for as a distribution to Tencent and recognized in equity.

We are a holding company incorporated in the Cayman Islands. We rely principally on dividends from our PRC subsidiaries 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 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — Foreign exchange controls may limit our ability to utilize our revenues effectively and affect the value of your investment."

Our board of directors has discretion as to whether to distribute dividends, subject to certain requirements of Cayman Islands law. Under Cayman Islands law, a Cayman Islands 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 the company being unable to pay its debts as they fall due in the ordinary course of business. 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. If we pay any dividends on our ordinary shares, we will pay those dividends which are payable in respect of the Class A ordinary shares underlying the ADSs to the depository, as the registered holder of such Class A ordinary shares, and the depository then will pay such amounts to the ADS holders in proportion to the Class A 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.

#### **8.B. Significant Changes**

Except as otherwise disclosed in this report, we have not experienced any significant changes since the date of the annual financial statements included herein.

### **ITEM 9. THE OFFER AND LISTING**

#### **9.A. Offer and Listing Details**

Our ADSs representing our Class A ordinary shares have been listed on the New York Stock Exchange since December 12, 2018 under the symbol "TME." Each ADS represents two ordinary shares, par value US\$0.000083 per share.

Our Class A ordinary shares have been listed on the Hong Kong Stock Exchange since September 15, 2022 under the stock code "1698."

#### **9.B. Plan of Distribution**

Not applicable.

**9.C. Markets**

The ADSs representing our Class A ordinary shares have been listed on the New York Stock Exchange since December 12, 2018 under the symbol “TME.”

Our Class A ordinary shares have been listed on the Hong Kong Stock Exchange since September 15, 2022 under the stock code “1698.”

**9.D. Selling Shareholders**

Not applicable.

**9.E. Dilution**

Not applicable.

**9.F. Expenses of the Issue**

Not applicable.

**ITEM 10. ADDITIONAL INFORMATION**

**10.A. Share Capital**

Not applicable.

**10.B. Memorandum and Articles of Association**

We are a Cayman Islands company and our affairs are governed by our Articles of Association and the Companies Act (As Revised) of the Cayman Islands, which we refer to as the “Companies Act” below, and the common law of the Cayman Islands.

We filed herewith this annual report our current seventh Articles of Association. Our shareholders adopted our seventh Articles of Association by a special resolution on December 30, 2022.

The following are summaries of material provisions of our seventh Articles of Association and the Companies Act as they relate to the material terms of our ordinary shares.

**Registered Office and Objects**

Our registered office in the Cayman Islands is at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104.

According to Clause 3 of our Articles of Association, the objects for which we are established are unrestricted and we have full power and authority to carry out any object not prohibited by the Companies Act or any other law of the Cayman Islands.

**Board of Directors**

See “Item 6. Directors, Senior Management and Employees.”

**Ordinary Shares**

**General.** Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of our Class A ordinary shares and Class B ordinary shares will have the same rights except for voting and conversion rights. All of our issued and outstanding ordinary shares are fully paid and non-assessable. Our ordinary shares are issued in registered form and are issued when registered in our register of members. We may not issue share to bearer. Our shareholders who are nonresidents of the Cayman Islands may freely hold and transfer their ordinary shares.

**Dividends.** The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors subject to our Articles of Association and the Companies Act. Our Articles of Association provides 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. No dividend may be declared and paid unless our board of directors determine that, immediately after the payment, we will be able to pay our debts as they become due in the ordinary course of business and we have funds lawfully available for such purpose.

**Conversion.** Class B ordinary shares may be converted into the same number of Class A ordinary shares by the holders thereof at any time, while Class A ordinary shares cannot be converted into Class B ordinary shares under any circumstances. Upon (i) any sale, transfer, assignment or disposition of any Class B ordinary shares by a holder thereof to a person or an entity which is not an affiliate (in the case of Min River as the holder of Class B Ordinary Shares, "Affiliate" shall mean Tencent or Tencent Affiliate) of such holder, or (ii) a change of beneficial ownership of any Class B ordinary shares as a result of which any person who is not an affiliate (in the case of Min River as the holder of Class B Ordinary Shares, "Affiliate" shall mean Tencent or Tencent Affiliate) of registered holders of such Class B ordinary shares becomes a beneficial owner of such Class B ordinary shares, each of such Class B ordinary shares will be automatically and immediately converted into one Class A ordinary share. There is no limit on the circumstances where holders of Class B ordinary shares may transfer or otherwise dispose of their Class B ordinary shares.

**Voting Rights.** Holders of Class A ordinary shares and Class B ordinary shares shall, at all times, vote together as one class on all matters submitted to a vote by the shareholders at any such general meeting. Each Class A ordinary share shall be entitled to one vote on all matters subject to a vote at general meetings of the shareholders, and each Class B ordinary share shall be entitled to 15 votes on all matters subject to a vote at general meetings of the shareholders.

A quorum required for a meeting of shareholders consists of one or more shareholders holding not less than one-third of the voting rights (on a one vote per share basis) in our company's share capital. As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our Articles of Association provides that we shall in each financial year hold a general meeting as our annual general meeting in which case we will specify the meeting as such in the notices calling it, and the annual general meeting will be held at such time and place as may be determined by our board of directors. Each general meeting, other than an annual general meeting, shall be an extraordinary general meeting. Shareholders' annual general meetings and any other general meetings of our shareholders may be called by a majority of our board of directors or our chairman of the board or upon a requisition of shareholders holding at the date of deposit of the requisition in aggregate not less than one-tenth (1/10) of the aggregate number of votes attaching to all issued and outstanding shares of our company as of that date, on a one vote per share basis, that carries the right of voting at general meetings, in which case our board of directors are obliged to call such meeting and to put the resolutions so requisitioned to a vote at such meeting; however, our Articles of Association does not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders. Advance notice of not less than 21 days' notice in writing is required for the convening of our annual general meeting and any extraordinary general meeting shall be called by not less than 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given.

An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes cast by those shareholders entitled to vote who are present in person or by proxy at a general meeting, while a special resolution (a) in respect of (i) any amendment to the Articles of Association, or (ii) the voluntarily liquidation or winding up of the Company, requires the affirmative vote of a majority of no less than three-fourths of the votes attaching to the ordinary shares cast by those shareholders entitled to vote who are present in person or by proxy at a general meeting, (b) in respect of any matter that requires a special resolution (other than those specified in (a) above), requires the affirmative vote of a majority of no less than two-thirds of the votes attaching to the ordinary shares cast by those shareholders entitled to vote who are present in person or by proxy at a general meeting.

**Transfer of Ordinary Shares.** Subject to the restrictions in our Articles of Association as set out below, any of our shareholders may transfer all or any of its, his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors.

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 shares;
- the instrument of transfer is properly stamped, if required;

- 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 Designated Stock Exchange (as defined in the Articles of Association) may determine to be payable or such lesser sum as our board of directors may from time to time require, is paid to us in respect thereof.

If our board of directors refuses to register a transfer it shall, within two calendar months after the date on which the instrument of transfer was lodged with us, 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 Designated Stock Exchange Rules (as defined in the Articles of Association), be suspended and our register of members closed at such times and for such periods as our board of directors may from time to time determine; provided always that the registration of transfers shall not be suspended nor our register of members closed for more than 30 calendar days in any calendar year.

**Liquidation.** On a winding up, if the assets available for distribution among 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 among 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 the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by our shareholders in proportion to the par value of the shares held by them. Any distribution of assets or capital to a holder of ordinary shares will be the same in any liquidation event.

**Calls on Ordinary Shares and Forfeiture of Ordinary Shares.** Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their ordinary shares in a notice served to such shareholders at least 14 calendar days prior to the specified time of payment. The ordinary shares that have been called upon and remain unpaid are subject to forfeiture.

**Redemption, Repurchase and Surrender of Ordinary Shares.** We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders thereof, on such terms and in such manner as may be determined, before the issuance of such shares, by our board of directors. We may also repurchase any of our shares (including redeemable shares) provided that the manner and terms of such purchase have been approved by our board of directors, or are otherwise authorized by our Articles of Association. Under the Companies Act, the redemption or repurchase of any share may be paid out of our profits or out of the proceeds of a fresh issuance of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if we can, immediately following such payment, pay our 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 (i) unless it is fully paid up, (ii) if such redemption or repurchase would result in there being no shares outstanding or (iii) if we have commenced liquidation. In addition, we may accept the surrender of any fully paid up 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 may, subject to any rights or restrictions for the time being attached to any class of shares, be materially adversely varied or abrogated with the consent in writing of the holders of not less than three-fourths (3/4) of the issued shares of the relevant class, or with the sanction of a resolution passed at a separate meeting by the holders of a majority of no less than three-fourths (3/4) of the shares of such class present and voting at such a meeting. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the shares of that class, be deemed to be materially adversely varied or abrogated by, inter alia, the creation, allotment or issue of further shares ranking *pari passu* with or subsequent to such existing class of shares or the redemption or purchase of any shares of any class by us.

**Inspection of Books and Records.** Holders of our ordinary shares have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records (other than our Articles of Association and any special resolutions passed by our shareholders, and the register of mortgages and charges of our company).

**Issuance of Additional Shares.** Our Articles of Association authorizes our board of directors to issue additional ordinary shares, to the extent authorized but unissued, from time to time as our board of directors shall determine.

Our Articles of Association also authorizes our board of directors to establish from time to time one or more series of preferred shares and to determine, with respect to any series of preferred 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 and voting rights; and

•the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preferred 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.

**Anti-Takeover Provisions.** Some provisions of our 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 preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our 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 resident 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 a 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 that shareholder's shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

#### **10.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 this annual report.

#### **10.D. Exchange Controls**

The Cayman Islands currently has no exchange control regulations or currency restrictions.

#### **10.E. Taxation**

The following discussion of Cayman Islands, Hong Kong, PRC and United States federal income tax consequences of an investment in the ADSs or Class A ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this annual report, all of which are subject to change. This discussion does not deal with all possible tax consequences relating to an investment in the ADSs or Class A ordinary shares, such as the tax consequences under state, local and other tax laws. To the extent that the discussion relates to matters of Cayman Islands tax law, it represents the opinion of Maples and Calder (Hong Kong) LLP, our Cayman Islands counsel. To the extent that the discussion relates to matters of PRC tax law, it represents the opinion of Han Kun Law Offices, our PRC legal counsel.

#### **Cayman Islands Taxation**

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 or holders of



the ADSs or Class A ordinary shares levied by the government of the Cayman Islands, except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of, 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 Class A 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 Class A ordinary shares, nor will gains derived from the disposal of the ADSs or Class A ordinary shares be subject to Cayman Islands income or corporation tax.

#### **Hong Kong Taxation**

In connection with our secondary listing by way of introduction in Hong Kong in September 2022, we have established a Hong Kong share register. Dealings in our ordinary shares registered on our Hong Kong share register will be subject to Hong Kong stamp duty. The stamp duty is charged to each of the seller and purchaser at the ad valorem rate of 0.13% of the consideration for, or (if greater) the value of, our ordinary shares transferred. In other words, a total of 0.26% is currently payable on a typical sale and purchase transaction of our ordinary shares. In addition, a fixed duty of HK\$5.00 is charged on each instrument of transfer (if required). To facilitate ADS-ordinary share conversion and trading between the NYSE and the Hong Kong Stock Exchange, we have also moved a portion of our issued ordinary shares from our Cayman share register to our Hong Kong share register. It is unclear whether, as a matter of Hong Kong law, the trading or conversion of ADSs constitutes a sale or purchase of the underlying Hong Kong-registered ordinary shares that is subject to Hong Kong stamp duty. We advise investors to consult their own tax advisors on this matter. See "Risk Factors—Risks Related to the ADSs or our Ordinary Shares — There is uncertainty as to whether Hong Kong stamp duty will apply to the trading of ADSs or deposits in, or withdrawals from, our ADS facility."

#### **People's Republic of China Taxation**

Under the PRC EIT Law, which became effective on January 1, 2008, and was further amended on February 24, 2017 and December 29, 2018, an enterprise established outside the PRC with "de facto management bodies" within the PRC is considered a "resident enterprise" for PRC enterprise income tax purposes and is generally subject to a uniform 25% enterprise income tax rate on its worldwide income. Under the implementation rules to the PRC EIT Law, a "de facto management body" is defined as a body that has material and overall management and control over the manufacturing and business operations, personnel and human resources, finances and properties of an enterprise.

In addition, the SAT Circular 82 issued by the SAT in April 2009 specifies that certain offshore incorporated enterprises controlled by PRC enterprises or PRC enterprise groups will be classified as PRC resident enterprises if the following are located or resided in the PRC: (a) senior management personnel and departments that are responsible for daily production, operation and management; (b) financial and personnel decision-making bodies; (c) key properties, accounting books, company seal, minutes of board meetings and shareholders' meetings; and (d) half or more of the senior management or directors having voting rights. Our company is incorporated outside the PRC. 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 the PRC. As such, we do not believe that our company meets all of the conditions above or is a PRC resident enterprise for PRC tax purposes. For the same reasons, we believe that our other entities outside of China are not PRC resident enterprises either. 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." There can be no assurance that the PRC regulators will ultimately take a view that is consistent with us. If the PRC tax authorities determine that our Cayman Islands holding company is a PRC resident enterprise for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow. For example, a 10% withholding tax would be imposed on dividends we pay to our non-PRC enterprise shareholders (including the ADS holders). In addition, nonresident enterprise shareholders (including the ADS holders) may be subject to PRC tax on gains realized on the sale or other disposition of ADSs or Class A ordinary shares, if such income is treated as sourced from within the PRC. Furthermore, if we are deemed a PRC resident enterprise, dividends paid to our non-PRC individual shareholders (including the ADS holders) and any gain realized on the transfer of ADSs or Class A ordinary shares by such shareholders may be subject to PRC tax at a rate of 20% (which, in the case of dividends, may be withheld at source by us). These rates may be reduced by an applicable tax treaty, but it is unclear whether non-PRC shareholders of our company 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. See "Item 3. Key Information — 3.D. Risk Factors — Risks Related to Doing Business in China — We may be classified as a 'PRC resident enterprise' for PRC enterprise income tax purposes, which could result in unfavorable tax consequences to us and our non-PRC shareholders and ADS holders and have a material adverse effect on our results of operations and the value of your investment."

#### U.S. Federal Income Taxation

The following are material U.S. federal income tax consequences to the U.S. Holders described below of owning and disposing of our ADSs or Class A ordinary shares, but this discussion does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a particular person's decision to hold ADSs or Class A ordinary shares.

This discussion applies only to a U.S. Holder that holds ADSs or Class A ordinary shares as capital assets for U.S. federal income tax purposes. In addition, it does not describe all of the tax consequences that may be relevant in light of a U.S. Holder's particular circumstances, including the alternative minimum tax, the Medicare contribution tax on net investment income and tax consequences applicable to U.S. Holders subject to special rules, such as:

- certain financial institutions;
- dealers or traders in securities that use a mark-to-market method of tax accounting;
- persons holding ADSs or Class A ordinary shares as part of a straddle, conversion transaction, integrated transaction or similar transaction;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- entities classified as partnerships for U.S. federal income tax purposes and their partners;
- tax-exempt entities, including "individual retirement accounts" or "Roth IRAs";
- persons that own or are deemed to own ADSs or Class A ordinary shares representing 10% or more of our voting power or value;
- persons who acquire our ADSs or Class A ordinary shares pursuant to the exercise of an employee stock option or otherwise as compensation; or
- persons holding ADSs or Class A ordinary shares in connection with a trade or business outside the United States.

If a partnership (or other entity that is classified as a partnership for U.S. federal income tax purposes) owns ADSs or Class A ordinary shares, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships owning ADSs or Class A ordinary shares and their partners should consult their tax advisers as to the particular U.S. federal income tax consequences of owning and disposing of ADSs or Class A ordinary shares.

This discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), administrative pronouncements, judicial decisions, final, temporary and proposed Treasury regulations, and the income tax treaty between the United States and the PRC (the "Treaty"), all as of the date hereof, any of which is subject to change, possibly with retroactive effect.

As used herein, a "U.S. Holder" is a person that is, for U.S. federal income tax purposes, a beneficial owner of our ADSs or Class A ordinary shares and

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

In general, a U.S. Holder who owns ADSs will be treated as the owner of the underlying shares represented by those ADSs for U.S. federal income tax purposes. Accordingly, no gain or loss will be recognized if a U.S. Holder exchanges ADSs for the underlying Class A ordinary shares represented by those ADSs.

U.S. Holders should consult their tax advisers concerning the U.S. federal, state, local and non-U.S. tax consequences of owning and disposing of ADSs or Class A ordinary shares in their particular circumstances.

#### ***Passive Foreign Investment Company Rules***

In general, a non-U.S. corporation is a passive foreign investment company (a "PFIC") for any taxable year in which (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the average value of its assets (generally determined on a quarterly basis) consists of assets that produce, or are held for the production of, passive income. For purposes of the above calculations, a non-U.S. corporation that owns, directly or indirectly, at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, rents, royalties (other than certain rents and royalties derived in an active conduct of a trade or business) and certain gains. Cash is generally a passive asset for these purposes. Goodwill (the value of which may be determined by reference to the excess of the sum of the corporation's market capitalization and liabilities over the value of its assets) is generally characterized as an active asset to the extent it is attributable to activities that produce active income.

Based on the composition of our income and assets and the value of our assets, including goodwill, we believe it is reasonable to take the view that we were not a PFIC for our 2022 taxable year. However, we have not conducted a detailed analysis of the composition or valuation of our assets and therefore cannot provide any assurance that we were not in fact a PFIC for our 2022 taxable year. In addition, our PFIC status for any taxable year is a factual determination that can be made only after the end of that year and depends on the composition of our income and assets and the average value of our assets for the entire year. We hold a substantial amount of cash and financial investments and while this continues to be the case, our PFIC status depends primarily on the average value of our goodwill. The value of our goodwill may be determined, in large part, by reference to our market capitalization, which has been, and may continue to be, volatile. Therefore, even if we were not a PFIC in our 2022 taxable year, if our market capitalization declines we may become a PFIC in our current or future taxable years. Moreover, it is not entirely clear how the contractual arrangements between our wholly-owned subsidiaries, the VIEs and the shareholders of the VIEs will be treated for purposes of the PFIC rules, and we may be or become a PFIC if the VIEs are not treated as owned by us for these purposes. For these reasons there is a risk (which, depending on market conditions, may be substantial) that we will be a PFIC for our current or any future taxable year.

If we are a PFIC for any taxable year and any of our subsidiaries, VIEs or other companies in which we own or are treated as owning equity interests is also a PFIC (any such entity, a "Lower-tier PFIC"), U.S. Holders will be deemed to own a proportionate amount (by value) of the shares of each Lower-tier PFIC and will be subject to U.S. federal income tax according to the rules described in the subsequent paragraph on (i) certain distributions by a Lower-tier PFIC and (ii) dispositions of shares of Lower-tier PFICs, in each case as if the U.S. Holders owned such shares directly, even though the U.S. Holders will not receive the proceeds of those distributions or dispositions.

In general, if we are a PFIC for any taxable year during which a U.S. Holder owns ADSs or Class A ordinary shares, gain recognized by such U.S. Holder on a sale or other disposition (including certain pledges) of its ADSs or Class A ordinary shares will be allocated ratably over that U.S. Holder's holding period. The amounts allocated to the taxable year of the sale or disposition and to any year before we became a PFIC will be taxed as ordinary income. The amount allocated to each other taxable year will be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge will be imposed on the resulting tax liability for each such year. Furthermore, to the extent that distributions received by a U.S. Holder in any

taxable year on its ADSs or Class A ordinary shares exceed 125% of the average of the annual distributions on the ADSs or Class A ordinary shares received during the preceding three years or the U.S. Holder's holding period, whichever is shorter, the excess distributions will be subject to taxation in the same manner. In addition, if we are a PFIC (or, with respect to a particular U.S. Holder, are treated as a PFIC) for a taxable year in which we pay a dividend or for the prior taxable year, the favorable tax rates described above with respect to dividends paid to certain non-corporate U.S. Holders will not apply. If we are a PFIC for any taxable year during which a U.S. Holder owns ADSs or Class A ordinary shares, we will generally continue to be treated as a PFIC with respect to such U.S. Holder for all succeeding taxable years during which the U.S. Holder owns ADSs or Class A ordinary shares, even if we cease to meet the threshold requirements for PFIC status. If we are a PFIC for any taxable year but cease to be PFIC for subsequent years, U.S. Holders should consult their tax advisers regarding the advisability of making a "deemed sale" election that would allow them to eliminate the continuing PFIC status under certain circumstances, in which case any gain on the deemed sale will be taxed under the PFIC rules described above.

Alternatively, if we are a PFIC and if the ADSs or Class A ordinary shares, as applicable, are "regularly traded" on a "qualified exchange," a U.S. Holder could make a mark-to-market election that would result in tax treatment different from the general tax treatment for PFICs described in the preceding paragraph. The ADSs or Class A ordinary shares will be treated as "regularly traded" for any calendar year in which more than a *de minimis* quantity of the ADSs or Class A ordinary shares are traded on a qualified exchange on at least 15 days during each calendar quarter. If a U.S. Holder makes the mark-to-market election, the U.S. Holder generally will recognize as ordinary income any excess of the fair market value of the ADSs or Class A ordinary shares at the end of each taxable year over their adjusted tax basis, and will recognize an ordinary loss in respect of any excess of the adjusted tax basis of the ADSs or Class A ordinary shares over their fair market value at the end of the taxable year (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). If a U.S. Holder makes the election, the U.S. Holder's tax basis in the ADSs or Class A ordinary shares will be adjusted to reflect the income or loss amounts recognized. Any gain recognized on the sale or other disposition of ADSs or Class A ordinary shares in a year in which we are a PFIC will be treated as ordinary income and any loss will be treated as an ordinary loss (but only to the extent of the net amount of income previously included as a result of the mark-to-market election, with any excess loss treated as a capital loss). If a U.S. Holder makes the mark-to-market election, distributions paid on ADSs or Class A ordinary shares will be treated as discussed under "*Taxation of Distributions*" below. U.S. Holders should consult their tax advisers regarding the availability and advisability of making a mark-to-market election in their particular circumstances. U.S. Holders should note that there is no provision in the Code, Treasury regulations or other official guidance that provides for a right to make a mark-to-market election with respect to any Lower-tier PFIC the shares of which are not regularly traded. Therefore, the general rules applicable to ownership of a PFIC described in the preceding paragraph may continue to apply with respect to any Lower-tier PFIC even if a U.S. Holder made a mark-to-market election with respect to the ADS or Class A ordinary shares.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections, which if available could materially affect the tax consequences of the ownership and disposition of ADSs or Class A ordinary shares if we are a PFIC for any taxable year.

If we are a PFIC for any taxable year during which a U.S. Holder owns any ADSs or Class A ordinary shares, the U.S. Holder will generally be required to file annual reports on Internal Revenue Service Form 8621 with respect to us and any Lower-tier PFICs, generally with the U.S. Holder's federal income tax return for that year.

U.S. Holders should consult their tax advisers regarding the determination of whether we are a PFIC for any taxable year and the potential application of the PFIC rules to their ownership of ADSs or Class A ordinary shares.

#### ***Taxation of Distributions***

The following is subject to the discussion under "*Passive Foreign Investment Company Rules*" above.

Distributions (if any) paid on the ADSs or Class A ordinary shares, other than certain pro rata distributions of ADSs or Class A ordinary shares, will be treated as dividends to the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Because we do not maintain calculations of our earnings and profits under U.S. federal income tax principles, it is expected that distributions generally will be reported to U.S. Holders as dividends. Dividends will not be eligible for the dividends-received deduction generally available to U.S. corporations under the Code. Subject to applicable limitations, and provided that we are not a PFIC for the year of distribution or the preceding taxable year, dividends paid to certain non-corporate U.S. Holders may be taxable at favorable rates. Non-corporate U.S. Holders should consult their tax advisers regarding the availability of these favorable rates generally and in their particular circumstances.

Dividends will be included in a U.S. Holder's income on the date of the U.S. Holder's, or in the case of ADSs, the depository's, receipt. The amount of any dividend income paid in foreign currency will be the U.S. dollar amount calculated by reference to the spot rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars on such date. If the dividend is converted into U.S. dollars on the date of receipt, a U.S. Holder generally should not be required to recognize foreign currency gain or loss in respect of the amount received. A U.S. Holder may have foreign currency gain or loss if the dividend is converted into U.S. dollars after the date of receipt.

Dividends will be treated as foreign-source income for foreign tax credit purposes. As described in "—People's Republic of China Taxation," dividends paid by us may be subject to PRC withholding tax. For U.S. federal income tax purposes, the amount of the dividend income will include any amounts withheld in respect of PRC taxes. Subject to applicable limitations, which vary depending upon the U.S. Holder's circumstances, and the discussion below regarding certain Treasury regulations, PRC taxes withheld from dividend payments (at a rate not exceeding the applicable rate provided in the Treaty in the case of a U.S. Holder that is eligible for the benefits of the Treaty) generally will be creditable against a U.S. Holder's U.S. federal income tax liability. The rules governing foreign tax credits are complex. For example, Treasury regulations provide that, in the absence of an election to apply the benefits of an applicable income tax treaty, in order for foreign income taxes to be creditable the relevant foreign income tax rules must be consistent with certain U.S. federal income tax principles, and we have not determined whether the PRC income tax system meets these requirements. U.S. Holders should consult their tax advisers regarding the creditability of foreign tax credits in their particular circumstances. In lieu of claiming a credit, a U.S. Holder may be able to elect to deduct such PRC taxes in computing its taxable income, subject to applicable limitations. An election to deduct non-U.S. taxes instead of claiming foreign tax credits applies to all creditable non-U.S. taxes paid or accrued in the taxable year.

#### ***Sale or Other Taxable Disposition of ADSs or Class A Ordinary Shares***

The following is subject to the discussion under "—Passive Foreign Investment Company Rules" above.

A U.S. Holder will generally recognize capital gain or loss on a sale or other taxable disposition of ADSs or Class A ordinary shares in an amount equal to the difference between the amount realized on the sale or disposition and the U.S. Holder's tax basis in the ADSs or Class A ordinary shares disposed of, in each case as determined in U.S. dollars. The gain or loss will be long-term capital gain or loss if, at the time of the sale or disposition, the U.S. Holder has owned the ADSs or Class A ordinary shares for more than one year. Long-term capital gains recognized by non-corporate U.S. Holders may be subject to tax rates that are lower than those applicable to ordinary income. The deductibility of capital losses is subject to limitations.

As described in "—People's Republic of China Taxation," gains on the sale of ADSs or Class A ordinary shares may be subject to PRC taxes. Under the Code, capital gains of U.S. persons are generally treated as U.S.-source income. However, a U.S. Holder that is eligible for Treaty benefits may be able to elect to treat gains on the disposition of ADSs or Class A ordinary shares as foreign-source income under the Treaty and claim foreign tax credit in respect of any PRC taxes on such disposition gains. Under certain Treasury regulations, a U.S. Holder will generally be precluded from claiming a foreign tax credit with respect to PRC income taxes on gains from dispositions of ADSs or Class A ordinary shares unless the U.S. Holder is eligible for Treaty benefits and elects to apply them. However, if a U.S. Holder is so precluded from claiming a foreign tax credit, it is possible that any PRC taxes on disposition gains may either be deductible or reduce the amount realized on the disposition. In addition, Hong Kong stamp duty imposed on dealings in our Class A ordinary shares or ADSs (see "—Hong Kong Taxation" above) will not be creditable against a U.S. Holder's U.S. federal income tax liability. However, such tax may reduce the amount realized by a U.S. Holder upon a disposition of ADSs or Class A Ordinary Shares. The rules governing foreign tax credits and deductibility of non-U.S. taxes are complex. U.S. Holders should consult their tax advisers regarding the consequences of the imposition of any non-U.S. tax on disposition gains, including the Treaty's rescoring rule, any reporting requirements with respect to a Treaty-based return position and the creditability or deductibility of any non-U.S. taxes on disposition gains in their particular circumstances (including any applicable limitations).

#### ***Information Reporting and Backup Withholding***

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries may be subject to information reporting and backup withholding, unless (i) the U.S. Holder is a corporation or other "exempt recipient" or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle it to a refund, provided that the required information is timely furnished to the Internal Revenue Service.

**10.F. Dividends and Paying Agents**

Not applicable.

**10.G. Statement by Experts**

Not applicable.

**10.H. Documents on Display**

We previously filed with the SEC a registration statement on Form F-1 (File Number 333-227656), as amended to register our Class A ordinary shares in relation to our initial public offering. We also filed with the SEC a related registration statement on Form F-6 (File Number 333-228610) to register the ADSs representing our Class A ordinary shares.

We are subject to the periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. 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 within four months after the end of each fiscal year. The SEC also 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. As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

We will furnish The Bank of New York Mellon, the depository of the ADSs, with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with IFRS, and all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depository 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 depository from us.

**10.I. Subsidiary Information**

Not applicable.

**10.J. Annual Report to Security Holders**

Not applicable.

**ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*****Interest rate risk***

Other than term deposits with initial terms of over three months and cash and cash equivalents, we have no other significant interest-bearing assets. Our exposure to changes in interest rates is attributable to our notes payable issued during the year ended December 31, 2022, which carried at fixed rates and do not expose us to cash flow interest-rate risk. Accordingly, we do not anticipate any significant impact on our financial performance resulting from changes in interest rates.

#### **Foreign exchange risk**

Substantially all of our revenues are denominated in Renminbi. The Renminbi is not freely convertible into foreign currencies for capital account transactions. The value of the 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. In July 2005, the PRC regulators changed the decades-old policy of pegging the value of the Renminbi to the U.S. dollar, and the Renminbi appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation subsided and the exchange rate between the Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, the Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. The Renminbi appreciated approximately 6% against the U.S. dollar in 2020, appreciated approximately 2% against U.S. dollar in 2021, and depreciated approximately 9% against U.S. dollar in 2022. In addition, since October 1, 2016, the RMB has joined the International Monetary Fund's basket of currencies that make up the Special Drawing Right, along with the U.S. dollar, the Euro, the Japanese yen and the British pound. With the development of the foreign exchange market and progress towards interest rate liberalization and Renminbi internationalization, the PRC regulators may in the future announce further changes to the exchange rate system and there is no guarantee that the RMB 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 the Renminbi and the U.S. dollar in the future.

To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. 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.

We have performed sensitivity analysis based on the net exposure to each of the exposure arising from U.S. dollar and RMB at end of each reporting period. As of December 31, 2022, the impact on the post-tax profit of the Group arising from a reasonable change in the foreign exchange rates of U.S. dollar and RMB is immaterial and therefore no quantitative impact of the sensitivity analysis is presented for foreign exchange risk.

#### **Inflation risk**

Since our inception, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2020, 2021 and 2022 were increases of 0.2%, 1.5% and 1.8%, respectively. Although we have not in the past been materially affected by inflation since our inception, we can provide no assurance that we will not be affected in the future by higher rates of inflation in China.

## **FEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES**

### **12.A. Debt Securities**

Not applicable.

### **12.B. Warrants and Rights**

Not applicable.

### **12.C. Other Securities**

Not applicable.

## 12.D. American Depositary Shares

**Persons depositing or withdrawing shares or ADS holders must pay:**

- US\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)
- US\$0.05 (or less) per ADS
- A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs
- US\$0.05 (or less) per ADS per calendar year
- Registration or transfer fees
- Expenses of the depositary
- Taxes and other governmental charges the depositary or the custodian has to pay on any ADSs or shares underlying ADSs, such as stock transfer taxes, stamp duty or withholding taxes
- Any charges incurred by the depositary or its agents for servicing the deposited securities

The depositary collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable (or by selling a portion of securities or other property distributable) to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.

From time to time, the depositary may make payments to us to reimburse us for costs and expenses generally arising out of establishment and maintenance of the ADS program, waive fees and expenses for services provided to us by the depositary or share revenue from the fees collected from ADS holders. In performing its duties under the deposit agreement, the depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the depositary and that may earn or share fees, spreads or commissions.

The depositary may convert currency itself or through any of its affiliates and, in those cases, acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the deposit agreement and the rate that the depositary or its affiliate receives when buying or selling foreign currency for its own account. The depositary makes no representation that the exchange rate used or obtained in any currency conversion under the deposit agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to ADS holders, subject to the depositary's obligations under the deposit agreement. The methodology used to determine exchange rates used in currency conversions is available upon request.

**For:**

- Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property
- Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
- Any cash distribution to ADS holders
- Distribution of securities distributed to holders of deposited securities (including rights) that are distributed by the depositary to ADS holders
- Depositary services
- Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares
- Cable and facsimile transmissions (when expressly provided in the deposit agreement)
- Converting foreign currency to U.S. dollars
- As necessary
- As necessary



**ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None.

**ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS**

See “Item 10. Additional Information” for a description of the rights of shareholders, which remain unchanged.

The following “Use of Proceeds” information relates to the registration statement on Form F-1 (File No. 333-227656), as amended, including the annual report contained therein, which registered 164,000,000 Class A ordinary shares represented by 82,000,000 ADSs and was declared effective by the SEC on December 11, 2018, for our initial public offering, which closed in December 2018. Morgan Stanley & Co. LLC, Goldman Sachs (Asia) L.L.C., J.P. Morgan Securities LLC, Deutsche Bank Securities Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated were the representatives of the underwriters. We received net proceeds of approximately US\$509 million in the aggregate from the initial public offering after deducting underwriting discounts and commissions and estimated offering expenses payable by us, and received additional net proceeds of US\$1.8 million from the concurrent private placement to Tencent to effect its Assured Entitlement Distribution.

For the period from December 11, 2018, the date that the registration statement on Form F-1 was declared effective by the SEC, to December 31, 2022, the total expenses incurred for our company’s account in connection with our initial public offering was approximately US\$45.6 million, which included US\$42.6 million in underwriting discounts and commissions for the initial public offering and approximately US\$3.0 million in other costs and expenses for our initial public offering. None of the transaction expenses included payments to directors or officers of our company or their associates, persons owning 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 December 11, 2018, the date that the registration statement on Form F-1 was declared effective by the SEC, to the date of this annual report, we have used all net proceeds from our IPO in the manners set forth in our IPO prospectus, including for content acquisition, strategic investments and for other operating and investment purposes.

**ITEM 15. CONTROLS AND PROCEDURES****Disclosure Controls and Procedures**

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report, as required by Rule 13a-15(b) under the Exchange Act.

Based upon that evaluation, our management has concluded that, as of December 31, 2022, 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 is accumulated and communicated to our management, including our chief executive officer and chief financial officer, 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) and 15d-15(f) under the Exchange Act. As required by Rule 13a-15(c) of the Exchange Act, our management conducted an evaluation of our company’s internal control over financial reporting as of December 31, 2022 based on 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 concluded that our internal control over financial reporting was effective as of December 31, 2022.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness of our internal control over financial reporting to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

#### Attestation Report of the Registered Public Accounting Firm

Our independent registered public accounting firm, PricewaterhouseCoopers Zhong Tian LLP, has audited the effectiveness of our internal control over financial reporting as of December 31, 2022, as stated in its report, which appears on page F-2 of this annual report.

#### Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the period covered by this annual report on Form 20-F that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

#### ITEM 16. RESERVED

##### ITEM 16.A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that each of Mr. Adrian Yau Kee Mak, an independent director and the chairperson of our audit committee, and Ms. Edith Manling Ngan, an independent director of our audit committee, qualifies as an “audit committee financial expert” within the meaning of the SEC rules and possesses financial sophistication within the meaning of the Listing Rules of the New York Stock Exchange. Mr. Adrian Yau Kee Mak and Ms. Edith Manling Ngan satisfy the “independence” requirements of Rule 10A-3 under the Securities Exchange Act of 1934, as amended, and Section 303A of the Corporate Governance Rules of the NYSE.

##### ITEM 16.B. CODE OF ETHICS

Our board of directors has adopted a code of business conduct and ethics that applies to all of our directors, officers and employees, including certain provisions that specifically apply to our principal executive officer, principal financial officer, principal accounting officer or controller and any other persons who perform similar functions for us. We have filed our code of business conduct and ethics as Exhibit 99.1 of our registration statement on Form F-1 (file No. 333-227656) filed with the SEC on October 2, 2018 and posted a copy of our code of business conduct and ethics on our website at <https://ir.tencentmusic.com>. We hereby undertake to provide to any person without charge, a copy of our code of business conduct and ethics within ten working days after we receive such person’s written request.

##### ITEM 16.C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

###### Auditor Fees

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 independent registered public accounting firm, for the periods indicated.

Services	Year Ended December 31,		
	2020 RMB	2021 RMB (in thousands)	2022 RMB
Audit Fees <sup>(1)</sup>	16,000	17,500	11,880
Audit-Related Fees <sup>(2)</sup>	2,500	—	11,220
Other Fees <sup>(3)</sup>	880	1,800	1,545
Total	<u>19,380</u>	<u>19,300</u>	<u>24,645</u>

###### Notes:

(1) *Audit Fees*. Audit fees mean the aggregate fees billed for professional services rendered by our principal auditors for the audit or review of our annual or quarterly financial statements.

(2) *Audit-related Fees*. Audit-related fees mean the aggregate fees billed for professional services rendered by our principal auditors for the assurance and related services in connection with our (i) offering of senior unsecured notes in September 2020, (ii) listing, by introduction, of our Class A ordinary shares on the Main Board of the Stock Exchange of Hong Kong Limited in September 2022, which were not included under Audit Fees above.

(3) *Other Fees*. Other fees mean fees billed 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, our independent registered public accounting firm, including audit services and audit-related services as described above, other than those for de minimis services which are approved by the audit committee prior to the completion of the audit.

**ITEM 16.D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES**

Not applicable.

**ITEM 16.E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS**

In March 2021, our board of directors authorized the 2021 Share Repurchase Program, under which we may repurchase up to US\$1 billion of our Class A ordinary shares in the form of ADSs. The first half of the 2021 Share Repurchase Program was approved to perform during a twelve-month period commencing on March 29, 2021, while the second half was approved to perform during a twelve-month period commencing on December 15, 2021. As of December 31, 2022, we had completed the US\$1 billion 2021 Share Repurchase Program and repurchased approximately 133.8 million ADSs from the open market. Our board of directors has recently authorized the 2023 Share Repurchase Program under which we may repurchase up to US\$500 million of our Class A ordinary shares in the form of ADSs during a two-year period commencing from March 2023.

The table below is a summary of the shares repurchased by us from April 1, 2022 to March 31, 2023. All shares were repurchased in the open market pursuant to such share repurchase programs.

Period	Total Number of ADSs Purchased	Average Price Paid Per ADS	Total Number of ADSs Purchased as Part of the Publicly Announced Plans <sup>(1)</sup>	Approximate Dollar Value of ADSs that May Yet Be Purchased Under the Plans <sup>(1)</sup>
April 2022	17,040,071	4.96	73,349,802	325,687,216.10
May 2022	—	—	73,349,802	325,687,216.10
June 2022	13,489,404	4.52	86,839,206	264,774,380.55
July 2022	12,262,680	4.61	99,101,886	208,248,875.13
August 2022	4,922,034	4.28	104,023,920	187,179,567.50
September 2022	9,981,382	4.74	114,005,302	139,881,256.41
October 2022	—	—	114,005,302	139,881,256.41
November 2022	3,551,062	5.85	117,556,364	119,097,654.80
December 2022	16,270,651	7.31	133,827,015	81,268.15
January 2023	—	—	—	500,000,000.00
February 2023	—	—	—	500,000,000.00
March 2023	—	—	—	500,000,000.00

*Note:*

(1) Total number of ADSs purchased and approximate dollar value of ADSs that may yet be purchased up till December 2022 represent numbers under the 2021 Share Repurchase Program, whereas total number ADSs purchased and approximate dollar value of ADSs that may yet be purchased from January 2023 represent numbers under the 2023 Share Repurchase Program.

**ITEM 16.F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT**

Not applicable.

**FEM 16.G. CORPORATE GOVERNANCE**

As a company listed on the New York Stock Exchange, we are subject to the New York Stock Exchange corporate governance listing standards. However, NYSE rules 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 NYSE corporate governance listing standards. We currently follow and intend to continue to follow Cayman Islands corporate governance practices in lieu of the corporate governance requirements of the New York Stock Exchange that listed companies must have: (i) a majority of independent directors; and (ii) a compensation committee composed entirely of independent directors. To the extent we choose to follow home country practice in the future, our shareholders may be afforded less protection than they otherwise would enjoy under New York Stock Exchange corporate governance listing standards applicable to U.S. domestic issuers. See “Item 3. Key Information — 3.D. Risk Factors — Risks Related to the ADSs or our Ordinary Shares — 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 New York Stock Exchange corporate governance listing standards. These practices may afford less protection to shareholders than they would enjoy if we complied fully with the New York Stock Exchange corporate governance listing standards.”

**FEM 16.H. MINE SAFETY DISCLOSURE**

Not applicable.

**ITEM 16.I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

On May 26, 2022, we were conclusively identified by the SEC under the HFCAA as having filed audit reports issued by a registered public accounting firm that cannot be inspected or investigated completely by the PCAOB in connection with our filing of our annual report on the Form 20-F for the fiscal year ended December 31, 2021. Our registered public accounting firm is headquartered in mainland China.

As of the date of this annual report and to our best knowledge:

- (i) none of our shares or the shares of our material operating entities are owned by governmental entities in the jurisdiction in which we or such material operating entities are incorporated or otherwise organized;
- (ii) none of the governmental entities in the applicable foreign jurisdiction with respect to our registered public accounting firm have a controlling financial interest in us or any of our material operating entities;
- (iii) none of the members of our board of directors or the board of directors of our material operating entities is an official of the Chinese Communist Party; and
- (iv) the currently effective Articles of Association of our company or equivalent organizing documents of our material operating entities do not contain any charter of the Chinese Communist Party, including the text of any such articles or organizing documents.

**FEM 16.J. INSIDER TRADING POLICIES**

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 Tencent Music Entertainment Group are included at the end of this annual report.

ITEM 19. EXHIBITS

Exhibit Number	Description of Document
1.1*	<a href="#">The Seventh Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect</a>
2.1	<a href="#">Form of Registrant's Specimen American Depositary Receipt (incorporated herein by reference to Exhibit 4.1 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
2.2	<a href="#">Registrant's Specimen Certificate for Class A Ordinary Shares (incorporated herein by reference to Exhibit 4.2 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
2.3*	<a href="#">Amended and Restated Deposit Agreement among the Registrant, the depository and holders of the American Depositary Shares</a>
2.4	<a href="#">Description of Registrant's American Depositary Shares and Class A ordinary shares (incorporated herein by reference to Exhibit 2.4 to the annual report for the fiscal year ended December 31, 2019 filed with the SEC on March 25, 2020)</a>
2.5	Description of the Registrant's US\$300,000,000 1.375% Notes due 2025 and US\$500,000,000 2.000% Notes due 2030 (incorporated herein by reference to (i) the section titled "Description of Debt Securities" in the Registrants' registration statement on <a href="#">Form F-3 (File No. 333-248253)</a> filed with the SEC on August 24, 2020 and (ii) <a href="#">the section titled "Description of the Notes" in the prospectus supplement</a> , in the form filed by the Registrant with the SEC on August 27, 2020 pursuant to Rule 424(b) under the Securities Act of 1933, as amended)
4.1	<a href="#">Form of Indemnification Agreement between the Registrant and its directors and executive officers (incorporated herein by reference to Exhibit 10.1 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.2	<a href="#">Form of Employment Agreement between the Registrant and executive officers of the Registrant (incorporated herein by reference to Exhibit 10.2 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.3	<a href="#">The 2014 Share Incentive Plan (incorporated herein by reference to Exhibit 10.3 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.4	<a href="#">The 2017 Share Option Plan (incorporated herein by reference to Exhibit 10.4 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>

Exhibit Number	Description of Document
4.5	<a href="#">The 2017 Restricted Share Award Scheme (as amended and restated) (incorporated herein by reference to Exhibit 10.5 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.6	<a href="#">Investor Agreement by and among the Registrant, Tencent Holdings Limited, Spotify Technology S.A. and Spotify AB dated December 15, 2017 (incorporated herein by reference to Exhibit 10.14 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.7	<a href="#">Amendment Agreement dated as of September 26, 2018 to the Third Amended and Restated Shareholders Agreement among the Registrant, the shareholders of the Registrant and certain other parties named therein (incorporated herein by reference to Exhibit 10.25 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.8	<a href="#">English translation of Exclusive Technical Service Agreement between Beijing Tencent Music and Xizang Qiming (currently known as Guangxi Hexian) dated February 8, 2018 (incorporated herein by reference to Exhibit 10.28 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.9	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Xizang Qiming (currently known as Guangxi Hexian) and Beijing Zhizheng dated March 10, 2021 (incorporated herein by reference to Exhibit 4.9 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.10	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Xizang Qiming (currently known as Guangxi Hexian) and Beijing Zhizheng dated March 10, 2021 (incorporated herein by reference to Exhibit 4.10 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.11	<a href="#">English translation of Power of Attorney granted by Beijing Zhizheng, shareholder of Xizang Qiming (currently known as Guangxi Hexian) dated March 10, 2021 (incorporated herein by reference to Exhibit 4.11 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.12	<a href="#">English translation of Loan Agreement between Beijing Tencent Music and Beijing Zhizheng dated March 10, 2021 (incorporated herein by reference to Exhibit 4.12 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.13	<a href="#">English translation of Debt Assignment and Offset Agreement among Beijing Zhizheng, Beijing Tencent Music and Mr. Qihu Yang dated March 10, 2021 (incorporated herein by reference to Exhibit 4.13 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.14	<a href="#">English translation of Debt Assignment and Offset Agreement among Beijing Zhizheng, Beijing Tencent Music and Mr. Dejun Gu dated March 10, 2021 (incorporated herein by reference to Exhibit 4.14 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.15	<a href="#">English translation of Debt Assignment and Offset Agreement among Ms. Min Hu, Mr. Dejun Gu and Beijing Tencent Music dated September 12, 2019 (incorporated herein by reference to Exhibit 4.34 to the annual report for the fiscal year ended December 31, 2019 filed with the SEC on March 25, 2020)</a>

Exhibit Number	Description of Document
4.16*	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Guangzhou Kugou and the shareholders of Guangzhou Kugou dated January 16, 2023</a>
4.17*	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Guangzhou Kugou and the shareholders of Guangzhou Kugou dated January 16, 2023</a>
4.18	<a href="#">English translation of Exclusive Technical Service Agreement between Beijing Tencent Music and Guangzhou Kugou dated March 26, 2018 (incorporated herein by reference to Exhibit 10.35 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.19*	<a href="#">English translation of Voting Trust Agreement among Beijing Tencent Music, Guangzhou Kugou and the shareholders of Guangzhou Kugou dated January 16, 2023</a>
4.20	<a href="#">English translation of Loan Agreement among Mr. Guomin Xie, Mr. Xiaotao Chen and Ocean Interactive (Beijing) Information Technology Co., Ltd. (currently known as Beijing Tencent Music) dated April 21, 2014 (incorporated herein by reference to Exhibit 10.37 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.21	<a href="#">English translation of Debt Assignment and Offset Agreement among Mr. Xiaotao Chen, Mr. Zhongwei Qiu and Ocean Interactive (Beijing) Information Technology Co., Ltd. (currently known as Beijing Tencent Music) dated April 11, 2017 (incorporated herein by reference to Exhibit 10.38 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.22	<a href="#">English translation of Debt Assignment and Offset Agreement among Ms. Meiqi Wang, Mr. Guomin Xie and Beijing Tencent Music dated May 11, 2020 (incorporated herein by reference to Exhibit 4.22 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.23*	<a href="#">English translation of Debt Assignment and Offset Agreement among Ms. Meiqi Wang, Qianhai Daizheng and Beijing Tencent Music dated January 16, 2023</a>
4.24*	<a href="#">English translation of Debt Assignment and Offset Agreement among Mr. Zhongwei Qiu, Qianhai Daizheng and Beijing Tencent Music dated January 16, 2023</a>
4.25*	<a href="#">English translation of Equity Interest Pledge Agreement among Yeelion Online, Beijing Kuwo and Linzhi Lichuang Information Technology Co., Ltd. dated December 5, 2022</a>
4.26*	<a href="#">English translation of Equity Interest Pledge Agreement among Yeelion Online, Beijing Kuwo and Qianhai Daizheng dated December 5, 2022</a>
4.27*	<a href="#">English translation of Exclusive Option Agreement among Yeelion Online, Beijing Kuwo and the shareholders of Beijing Kuwo dated December 5, 2022</a>
4.28	<a href="#">English translation of Exclusive Technical Service Agreement between Yeelion Online and Beijing Kuwo dated July 12, 2016 (incorporated herein by reference to Exhibit 10.47 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.29*	<a href="#">English translation of Voting Trust Agreement among Yeelion Online, Beijing Kuwo and shareholders of Beijing Kuwo dated December 5, 2022</a>
4.30	<a href="#">English translation of Loan Agreement among Yeelion Online, Mr. Guomin Xie and certain other party named therein dated July 12, 2016 (incorporated herein by reference to Exhibit 10.49 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.31†	<a href="#">English translation of Debt Assignment and Offset Agreement among Mr. Guomin Xie, Ms. Meiqi Wang and Yeelion Online dated August 20, 2019 (incorporated herein by reference to Exhibit 4.35 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.32*	<a href="#">English translation of Debt Assignment and Offset Agreement among Ms. Meiqi Wang, Qianhai Daizheng and Yeelion Online dated August 1, 2022</a>
4.33†	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Qianhai Daizheng, and Shenzhen Ultimate Music dated November 19, 2021 (incorporated herein by reference to Exhibit 4.37 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>

Exhibit Number	Description of Document
4.34†	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Qianhai Daizheng, and Shenzhen Ultimate Music dated November 19, 2021 (incorporated herein by reference to Exhibit 4.38 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.35†	<a href="#">English translation of Exclusive Business Cooperation Agreement between Beijing Tencent Music and Shenzhen Ultimate Music dated November 19, 2021 (incorporated herein by reference to Exhibit 4.39 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.36†	<a href="#">English translation of Loan Agreement between Beijing Tencent Music and Qianhai Daizheng dated November 19, 2021 (incorporated herein by reference to Exhibit 4.40 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.37	<a href="#">English translation of Power of Attorney granted by Qianhai Daizheng dated November 19, 2021 (incorporated herein by reference to Exhibit 4.41 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.38	<a href="#">English translation of Exclusive Business Cooperation Agreement between Beijing Tencent Music and Beijing Gongse dated June 22, 2020 (incorporated herein by reference to Exhibit 4.51 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>



Exhibit Number	Description of Document
4.39	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Gongse and the shareholders of Beijing Gongse dated June 22, 2020 (incorporated herein by reference to Exhibit 4.52 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>
4.40†	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Gongse and Ms. Yueting Luo dated November 25, 2021 (incorporated herein by reference to Exhibit 4.44 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022).</a>
4.41	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Beijing Gongse and shareholders of Beijing Gongse dated June 22, 2020 (incorporated herein by reference to Exhibit 4.53 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>
4.42†	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Beijing Gongse and Ms. Yueting Luo dated November 25, 2021 (incorporated herein by reference to Exhibit 4.46 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022).</a>
4.43	<a href="#">English translation of each Loan Agreement between Mr. Oihu Yang, Mr. Dejun Gu, Mr. Jie Zhou, Ms. Xing Chen, Mr. Yunheng Liang and Beijing Tencent Music dated June 22, 2020 (incorporated herein by reference to Exhibit 4.54 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>
4.44†	<a href="#">English translation of Loan Agreement between Ms. Yueting Luo and Beijing Tencent Music dated November 25, 2021 (incorporated herein by reference to Exhibit 4.48 to the annual report for the fiscal year ended December 31, 2021, filed with the SEC on April 26, 2022).</a>
4.45	<a href="#">English translation of each Power of Attorney granted by Mr. Oihu Yang, Mr. Dejun Gu, Mr. Jie Zhou, Ms. Xing Chen and Mr. Yunheng Liang, as shareholder of Beijing Gongse dated June 22, 2020 (incorporated herein by reference to Exhibit 4.55 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>
4.46†	<a href="#">English translation of Power of Attorney granted by Ms. Yueting Luo, as a shareholder of Beijing Gongse dated November 25, 2021 (incorporated herein by reference to Exhibit 4.50 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022).</a>
4.47	<a href="#">English translation of Exclusive Business Cooperation Agreement between Beijing Tencent Music and Beijing Shangqin dated July 14, 2020 (incorporated herein by reference to Exhibit 4.56 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>
4.48	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Shangqin and the partners of Beijing Shangqin dated July 14, 2020 (incorporated herein by reference to Exhibit 4.57 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>
4.49†	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Shangqin and Ms. Yueting Luo dated November 29, 2021 (incorporated herein by reference to Exhibit 4.53 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022).</a>
4.50	<a href="#">English translation of Share of Property Pledge Agreement among Beijing Tencent Music, Beijing Shangqin and the partners of Beijing Shangqin dated July 14, 2020 (incorporated herein by reference to Exhibit 4.58 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>
4.51†	<a href="#">English translation of Partnership Interest Pledge Agreement among Beijing Tencent Music, Beijing Shangqin and Ms. Yueting Luo dated November 29, 2021 (incorporated herein by reference to Exhibit 4.55 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022).</a>
4.52	<a href="#">English translation of each Loan Agreement between Beijing Gongse, Mr. Oihu Yang, Mr. Dejun Gu, Mr. Jie Zhou, Ms. Xing Chen and Mr. Yunheng Liang and Beijing Tencent Music dated July 14, 2020 (incorporated herein by reference to Exhibit 4.59 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021).</a>

Exhibit Number	Description of Document
4.53†	<a href="#">English translation of Loan Agreement between Ms. Yueting Luo and Beijing Tencent Music dated November 29, 2021 (incorporated herein by reference to Exhibit 4.57 to the annual report for the fiscal year ended December 31, 2021, filed with the SEC on April 26, 2022)</a>
4.54	<a href="#">English translation of each Power of Attorney granted by Beijing Gongse, Mr. Qihu Yang, Mr. Dejun Gu, Mr. Jie Zhou, Ms. Xing Chen and Mr. Yunheng Liang, as partner of Beijing Shangqin dated July 14, 2020 (incorporated herein by reference to Exhibit 4.60 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.55†	<a href="#">English translation of Power of Attorney granted by Ms. Yueting Luo, as partner of Beijing Shangqin dated November 29, 2021 (incorporated herein by reference to Exhibit 4.59 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.56	<a href="#">English translation of Exclusive Business Cooperation Agreement between Beijing Tencent Music and Beijing Yuzhong dated July 14, 2020 (incorporated herein by reference to Exhibit 4.61 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.57	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Yuzhong and the partners of Beijing Yuzhong dated July 14, 2020 (incorporated herein by reference to Exhibit 4.62 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.58†	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Yuzhong and Ms. Yueting Luo dated November 29, 2021 (incorporated herein by reference to Exhibit 4.62 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.59	<a href="#">English translation of Share of Property Pledge Agreement among Beijing Tencent Music, Beijing Yuzhong and the partners of Beijing Yuzhong dated July 14, 2020 (incorporated herein by reference to Exhibit 4.63 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.60†	<a href="#">English translation of Partnership Interest Pledge Agreement among Beijing Tencent Music, Beijing Yuzhong and Ms. Yueting Luo dated November 29, 2021 (incorporated herein by reference to Exhibit 4.64 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.61	<a href="#">English translation of each Loan Agreement between Beijing Gongse, Mr. Qihu Yang, Mr. Dejun Gu, Mr. Jie Zhou, Ms. Xing Chen, Mr. Yunheng Liang and Beijing Tencent Music dated July 14, 2020 (incorporated herein by reference to Exhibit 4.64 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.62†	<a href="#">English translation of Loan Agreement between Ms. Yueting Luo and Beijing Tencent Music dated November 29, 2021 (incorporated herein by reference to Exhibit 4.66 to the annual report for the fiscal year ended December 31, 2021, filed with the SEC on April 26, 2022)</a>
4.63	<a href="#">English translation of each Power of Attorney granted by Beijing Gongse, Mr. Qihu Yang, Mr. Dejun Gu, Mr. Jie Zhou, Ms. Xing Chen and Mr. Yunheng Liang, as partner of Beijing Yuzhong dated July 14, 2020 (incorporated herein by reference to Exhibit 4.65 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.64†	<a href="#">English translation of Power of Attorney granted by Ms. Yueting Luo, as partner of Beijing Yuzhong dated November 29, 2021 (incorporated herein by reference to Exhibit 4.68 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.65	<a href="#">English translation of Exclusive Business Cooperation Agreement between Beijing Tencent Music and Beijing Zhizheng dated July 28, 2020 (incorporated herein by reference to Exhibit 4.66 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.66	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Zhizheng and the shareholders of Beijing Zhizheng dated July 28, 2020 (incorporated herein by reference to Exhibit 4.67 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>

Exhibit Number	Description of Document
4.67	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Beijing Zhizheng and the shareholders of Beijing Zhizheng dated July 28, 2020 (incorporated herein by reference to Exhibit 4.68 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.68	<a href="#">English translation of each Loan Agreement between Beijing Shangqin, Beijing Yuzhong and Beijing Tencent Music dated July 28, 2020 (incorporated herein by reference to Exhibit 4.69 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.69	<a href="#">English translation of each Power of Attorney granted by Beijing Shangqin and Beijing Yuzhong, as shareholder of Beijing Zhizheng dated July 28, 2020 (incorporated herein by reference to Exhibit 4.70 to the annual report for the fiscal year ended December 31, 2020 filed with the SEC on April 9, 2021)</a>
4.70†	<a href="#">English translation of Exclusive Business Cooperation Agreement between Beijing Tencent Music and Guangxi Qingshe dated September 8, 2020 (incorporated herein by reference to Exhibit 4.74 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.71†	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Zhizheng and Guangxi Qingshe dated September 8, 2020 (incorporated herein by reference to Exhibit 4.75 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.72†	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Beijing Zhizheng and Guangxi Qingshe dated September 8, 2020 (incorporated herein by reference to Exhibit 4.76 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.73†	<a href="#">English translation of Loan Agreement between Beijing Zhizheng and Beijing Tencent Music dated September 8, 2020 (incorporated herein by reference to Exhibit 4.77 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.74	<a href="#">English translation of Power of Attorney granted by Beijing Zhizheng dated September 8, 2020 (incorporated herein by reference to Exhibit 4.78 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.75†	<a href="#">English translation of Exclusive Business Cooperation Agreement between Beijing Tencent Music and Qianhai Daizheng dated September 25, 2020 (incorporated herein by reference to Exhibit 4.79 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.76†	<a href="#">English translation of Exclusive Option Agreement among Beijing Tencent Music, Beijing Zhizheng and Qianhai Daizheng dated September 25, 2020 (incorporated herein by reference to Exhibit 4.80 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.77†	<a href="#">English translation of Equity Interest Pledge Agreement among Beijing Tencent Music, Beijing Zhizheng and Qianhai Daizheng dated September 25, 2020 (incorporated herein by reference to Exhibit 4.81 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.78†	<a href="#">English translation of Loan Agreement between Beijing Zhizheng and Beijing Tencent Music dated September 25, 2020 (incorporated herein by reference to Exhibit 4.82 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.79	<a href="#">English translation of Power of Attorney granted by Beijing Zhizheng dated September 25, 2020 (incorporated herein by reference to Exhibit 4.83 to the annual report for the fiscal year ended December 31, 2021 filed with the SEC on April 26, 2022)</a>
4.80	<a href="#">English translation of Master Business Cooperation Agreement between certain affiliates of Tencent and the Registrant dated July 12, 2018 (incorporated herein by reference to Exhibit 10.57 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.81	<a href="#">Registration Rights Agreement among the Registrant, the shareholders of the Registrant and certain other parties named therein dated November 16, 2018 (incorporated herein by reference to Exhibit 10.59 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
4.82	<a href="#">Form of Indenture between the Registrant and The Bank of New York Mellon, as trustee (incorporated herein by reference to Exhibit 4.1 to the registration statement on Form F-3 (File No. 333-248253) filed by the Registrant with the Securities and Exchange Commission on August 24, 2020)</a>

Exhibit Number	Description of Document
4.83	<a href="#">First Supplemental Indenture, dated as of September 3, 2020, between the Registrant and The Bank of New York Mellon (incorporated herein by reference to Exhibit 4.1 to the current report on Form 6-K (File No. 001-38751) furnished to the SEC on September 4, 2020).</a>
4.84	<a href="#">Form of US\$300,000,000 1.375% Notes due 2025 (incorporated herein by reference to Exhibit 4.1 to the current report on Form 6-K (File No. 001-38751) furnished to the SEC on September 4, 2020)</a>
4.85	<a href="#">Form of US\$500,000,000 2.000% Notes due 2030 (incorporated herein by reference to Exhibit 4.1 to the current report on Form 6-K (File No. 001-38751) furnished to the SEC on September 4, 2020)</a>
8.1*	<a href="#">Significant Subsidiaries, VIEs and Subsidiaries of VIEs of the Registrant</a>
11.1	<a href="#">Code of Business Conduct and Ethics of the Registrant (incorporated herein by reference to Exhibit 99.1 to the registration statement on Form F-1 (File No. 333-227656), as amended, initially filed with the SEC on October 2, 2018)</a>
12.1*	<a href="#">Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
12.2*	<a href="#">Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
13.1**	<a href="#">Certification by Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
13.2**	<a href="#">Certification by Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
15.1*	<a href="#">Consent of Han Kun Law Offices</a>
15.2*	<a href="#">Consent of Maples and Calder (Hong Kong) LLP</a>
15.3*	<a href="#">Consent of PricewaterhouseCoopers Zhong Tian LLP, Independent Registered Public Accounting Firm</a>
15.4**	<a href="#">Submission under Item 16(a) of Form 20-F in relation to the Holding Foreign Companies Accountable Act</a>
101.INS	Inline XBRL Instance Document- the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema 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 (formatted as inline XBRL and contained in Exhibit 101)

\* Filed herewith

\*\* Furnished herewith

† Portions of this exhibit have been omitted in reliance of the revised Item 601 of Regulation S-K.

**SIGNATURES**

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Tencent Music Entertainment Group

By: /s/ Zhu Liang

Name: Zhu Liang  
Title: Chief Executive Officer

Date: April 25, 2023

TENCENT MUSIC ENTERTAINMENT GROUP  
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**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholders of Tencent Music Entertainment Group

***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Tencent Music Entertainment Group and its subsidiaries (the "Company") as of December 31, 2022 and 2021, and the related consolidated income statements, and statements of comprehensive income, of changes in equity and of cash flows for each of the three years in the period ended December 31, 2022, 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, 2022, 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, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, 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 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 matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate 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 matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

*Revenue recognition from social entertainment services in relation to sales of durable virtual gifts*

As described in Notes 2.24(b) and 4(b) to the consolidated financial statements, revenue from social entertainment services and others in the amount of RMB15,856 million for the year ended December 31, 2022 included revenue derived from the sales of durable virtual gifts on the Company's online karaoke and live streaming platforms. Management recognizes the revenue for sales of durable virtual gifts over their estimated lifespans of no longer than six months, which are determined by the management based on the expected service periods derived from historical data of the Company's user relationship periods, given there is an implicit obligation of the Company to maintain the virtual gifts operating on its platforms. Significant judgments are required in determining those expected service periods including, but not limited to users' historical activities patterns and churn rates. Management assesses the estimated lifespans of the virtual gifts whenever there is any indication of changes in the expected service periods.

The principal considerations for our determination that performing procedures relating to revenue recognition of social entertainment services in relation to sales of durable virtual gifts is a critical audit matter are the significant judgment made by management in determining the expected service periods. This in turn led to a high degree of audit judgment and effort in evaluating the assumptions used by management.

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 understanding and testing the effectiveness of controls relating to the determination of the expected user relationship periods for revenue recognition from social entertainment services in relation to sales of durable virtual gifts; and information systems' general and automated controls over the Company's online platforms. These procedures also included, among others, (i) evaluating management's judgment of key assumptions adopted in determining the estimated lifespans of the durable virtual gifts by comparing assumptions to actual historical results; (ii) testing the data integrity of historical users' activity patterns and calculation of their respective churn rates; and (iii) evaluating the consideration made by management with regard to the continuing relevance of historical data of the Company's user relationship periods and management's periodic reassessment on any indication of changes in the expected service periods with reference to operating and marketing data of the relevant platforms.



*Impairment assessments of goodwill*

As described in Notes 2.9, 4(c) and 16 to the consolidated financial statements, the Company's consolidated goodwill balance was RMB19,493 million as of December 31, 2022. Management conducts an annual goodwill impairment test or when there are indications the carrying value may be impaired. For purposes of impairment testing, management allocates its goodwill to the relevant cash-generating units ("CGUs"), and compares the recoverable amounts of these CGUs to their respective carrying amounts. Management determined the recoverable amounts of these CGUs based on the higher of (i) their respective value in use ("VIU") and (ii) their fair value less costs of disposal. VIU was calculated based on discounted cash flows expected to be derived from the respective CGUs. Fair value less costs of disposal was determined based on market approach. Management made significant judgments and key assumptions relating to revenue growth rates and pre-tax discount rates for the cash flow projections and selection of comparable companies for market approach.

The principal considerations for our determination that performing procedures relating to impairment assessments of goodwill is a critical audit matter are the significant judgments made by management when determining the recoverable amount of the related CGUs. This in turn led to a high degree of auditor judgment and effort in performing procedures and in evaluating management's key assumptions, including revenue growth rates, pre-tax discount rates and selection of comparable companies for market approach. In addition, the audit effort also involved the use of professionals with specialized skills and knowledge to assist in performing these procedures and evaluating the audit evidence obtained.

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 relating to management's goodwill impairment assessment, including controls over the determination of the recoverable amounts of the Company's CGUs. These procedures also included, among others, (i) evaluating the appropriateness of the valuation models used in management's impairment assessments; (ii) performing the retrospective review of the significant judgments and key assumptions used in management's cash flow forecast by comparing the prior period's estimates to actual results to determine whether management's significant judgments and key assumptions indicate a possible bias on the part of management; (iii) testing the completeness, accuracy, and relevance of underlying data used in the models; and (iv) evaluating the reasonableness of the key assumptions used in management's cash flow forecast related to revenue growth rates by considering the current and past performance of the CGUs and consistency with relevant industry forecasts and market developments. Professionals with specialized skills and knowledge were used to assist in evaluating the appropriateness of the cash flow models and the reasonableness of certain key assumptions, including pre-tax discount rates used in management's cash flow forecast and selection of comparable companies for the market approach.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
Shenzhen, the People's Republic of China  
April 25, 2023

We have served as the Company's auditor since 2018.

TENCENT MUSIC ENTERTAINMENT GROUP  
CONSOLIDATED INCOME STATEMENTS

	Note	Year ended December 31,		
		2020 RMB'million	2021 RMB'million	2022 RMB'million
Revenue from online music services		9,349	11,467	12,483
Revenue from social entertainment services and others		19,804	19,777	15,856
<b>Total revenues</b>	5	29,153	31,244	28,339
Cost of revenues		(19,851)	(21,840)	(19,566)
<b>Gross profit</b>		9,302	9,404	8,773
Selling and marketing expenses		(2,475)	(2,678)	(1,144)
General and administrative expenses		(3,101)	(4,009)	(4,413)
Total operating expenses		(5,576)	(6,687)	(5,557)
Interest income	6	622	530	711
Other gains, net	7	362	553	516
<b>Operating profit</b>		4,710	3,800	4,443
Share of net profit/(loss) of investments accounted for using equity method	17	19	(47)	38
Finance costs	9	(97)	(121)	(108)
<b>Profit before income tax</b>		4,632	3,632	4,373
Income tax expense	10(a)	(456)	(417)	(534)
<b>Profit for the year</b>		4,176	3,215	3,839
<b>Attributable to:</b>				
Equity holders of the Company		4,155	3,029	3,677
Non-controlling interests		21	186	162
		4,176	3,215	3,839
		<b>RMB</b>	<b>RMB</b>	<b>RMB</b>
<b>Earnings per share for Class A and Class B ordinary shares</b>	11			
Basic		1.25	0.91	1.15
Diluted		1.24	0.90	1.14
<b>Earnings per ADS (2 Class A shares equal to 1 ADS)</b>				
Basic		2.51	1.82	2.30
Diluted		2.47	1.80	2.27

The accompanying notes are an integral part of these consolidated financial statements.

TENCENT MUSIC ENTERTAINMENT GROUP  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Year ended December 31,		
	2020	2021	2022
	RMB'million	RMB'million	RMB'million
<b>Profit for the year</b>	4,176	3,215	3,839
<b>Other comprehensive income, net of tax:</b>			
<i>Items that will not be reclassified subsequently to profit or loss</i>			
Fair value changes on financial assets at fair value through other comprehensive income	5,219	(2,128)	(4,517)
Currency translation differences	(1,363)	(397)	1,050
<i>Items that may be subsequently reclassified to profit or loss</i>			
Currency translation differences	77	19	(134)
Share of other comprehensive (loss)/income of associates	(9)	4	75
<b>Total comprehensive income for the year</b>	<b>8,100</b>	<b>713</b>	<b>313</b>
<b>Attributable to:</b>			
Equity holders of the Company	8,079	527	151
Non-controlling interests	21	186	162
	<b>8,100</b>	<b>713</b>	<b>313</b>

The accompanying notes are an integral part of these consolidated financial statements.

TENCENT MUSIC ENTERTAINMENT GROUP  
CONSOLIDATED BALANCE SHEETS

		As at December 31,	
	Note	2021 RMB'million	2022 RMB'million
<b>ASSETS</b>			
<b>Non-current assets</b>			
Property, plant and equipment	12	243	323
Land use rights	13	1,495	2,480
Right-of-use assets	14	283	398
Intangible assets	15	2,829	2,368
Goodwill	16	19,121	19,493
Investments accounted for using equity method	17	3,599	4,330
Financial assets at fair value through other comprehensive income	18(a)	7,302	3,168
Other investments	18(b)	199	304
Prepayments, deposits and other assets	19	743	709
Deferred tax assets	10(b)	346	347
Term deposits	21(a)	4,303	6,530
		40,463	40,450
<b>Current assets</b>			
Inventories		24	14
Accounts receivable	20	3,610	2,670
Prepayments, deposits and other assets	19	2,731	2,958
Other investments	18(b)	37	37
Short-term investments	18(c)	1,029	-
Term deposits	21(a)	12,769	11,291
Restricted cash	21(b)	-	34
Cash and cash equivalents	21(c)	6,591	9,555
		26,791	26,559
		67,254	67,009
<b>Total assets</b>			
<b>EQUITY</b>			
<b>Equity attributable to equity holders of the Company</b>			
Share capital	22	2	2
Additional paid-in capital	22	36,238	36,456
Shares held for share award schemes	22	(183)	(202)
Treasury shares	22	(3,660)	(6,349)
Other reserves	23	3,726	6,140
Retained earnings		14,194	12,052
		50,317	48,099
		738	1,028
		51,055	49,127
<b>Non-controlling interests</b>			
		-	-
<b>Total equity</b>			
<b>LIABILITIES</b>			
<b>Non-current liabilities</b>			
Notes payable	25	5,062	5,536
Accounts payable		93	-
Other payables and other liabilities	26	32	6
Deferred tax liabilities	10(b)	271	211
Lease liabilities		205	306
Deferred revenue	27	86	106
		5,749	6,165
<b>Current liabilities</b>			
Accounts payable		4,329	4,998
Other payables and other liabilities	26	3,832	4,022
Current tax liabilities		363	404
Lease liabilities		92	123
Deferred revenue	27	1,834	2,170
		10,450	11,717
		16,199	17,882
<b>Total liabilities</b>			
<b>Total equity and liabilities</b>			
		67,254	67,009

The accompanying notes are an integral part of these consolidated financial statements.

TENCENT MUSIC ENTERTAINMENT GROUP  
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

	Note	Attributable to equity holders of the Company							Non-controlling interests RMB'million	Total equity RMB'million
		Share capital RMB'million	Additional paid-in capital RMB'million	Shares held for share award schemes RMB'million	Treasury shares RMB'million	Other reserves RMB'million	Retained earnings RMB'million	Total RMB'million		
<b>Balance at January 1, 2020</b>		2	34,425	(31)	-	2,187	7,007	43,590	88	43,678
Profit for the year		-	-	-	-	-	4,155	4,155	21	4,176
Fair value changes on financial assets at fair value through other comprehensive income		-	-	-	-	5,219	-	5,219	-	5,219
Share of other comprehensive loss of associates		-	-	-	-	(9)	-	(9)	-	(9)
Currency translation differences		-	-	-	-	(1,286)	-	(1,286)	-	(1,286)
<b>Total comprehensive income for the year</b>		-	-	-	-	3,924	4,155	8,079	21	8,100
<b>Transactions with equity holders:</b>										
Exercise of share options/ Restricted share units ("RSUs")	22,23	-	619	-	-	(429)	-	190	-	190
Non-controlling interests arising from business combination		-	-	-	-	-	-	-	367	367
Share-based compensation - value of employee services	23,24	-	-	-	-	569	-	569	-	569
Shares held for share award schemes	22	-	-	(47)	-	-	-	(47)	-	(47)
Repurchase of shares		-	-	-	(134)	-	-	(134)	-	(134)
Additional investments in non-wholly owned subsidiaries		-	-	-	-	(2)	-	(2)	-	(2)
Disposal of a subsidiary		-	-	-	-	-	-	-	10	10
Appropriations to statutory reserves		-	-	-	-	51	(51)	-	-	-
<b>Total transactions with equity holders at their capacity as equity holders for the year</b>		-	619	(47)	(134)	189	(51)	576	377	953
<b>Balance at December 31, 2020</b>		2	35,044	(78)	(134)	6,300	11,111	52,245	486	52,731

TENCENT MUSIC ENTERTAINMENT GROUP  
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY(CONTINUED)

	Note	Attributable to equity holders of the Company							Non-controlling interests RMB'million	Total equity RMB'million
		Share capital RMB'million	Additional paid-in capital RMB'million	Shares held for share award schemes RMB'million	Treasury shares RMB'million	Other reserves RMB'million	Retained earnings RMB'million	Total RMB'million		
<b>Balance at January 1, 2021</b>		2	35,044	(78)	(134)	6,300	11,111	52,245	486	52,731
Profit for the year		-	-	-	-	-	3,029	3,029	186	3,215
Fair value changes on financial assets at fair value through other comprehensive income		-	-	-	-	(2,128)	-	(2,128)	-	(2,128)
Share of other comprehensive income of associates		-	-	-	-	4	-	4	-	4
Currency translation differences		-	-	-	-	(378)	-	(378)	-	(378)
<b>Total comprehensive income for the year</b>		-	-	-	-	(2,502)	3,029	527	186	713
Transfer of gains on disposal of financial instruments to retained earnings		-	-	-	-	(56)	56	-	-	-
<b>Transactions with equity holders:</b>										
Expiry of put right of puttable ordinary shares	22	-	535	-	-	-	-	535	-	535
Exercise of share options/ RSUs	22,23	-	659	-	35	(646)	-	48	-	48
Non-controlling interests arising from business combination		-	-	-	-	-	-	-	75	75
Share-based compensation - value of employee services	23,24	-	-	-	-	647	-	647	-	647
Shares held for share award schemes	22	-	-	(105)	-	-	-	(105)	-	(105)
Repurchase of shares		-	-	-	(3,561)	-	-	(3,561)	-	(3,561)
Additional investments in a non-wholly owned subsidiary		-	-	-	-	(19)	-	(19)	-	(19)
Disposal of subsidiaries		-	-	-	-	-	-	-	(6)	(6)
Appropriations to statutory reserves		-	-	-	-	2	(2)	-	-	-
Dividend to non-controlling interests		-	-	-	-	-	-	-	(3)	(3)
<b>Total transactions with equity holders at their capacity as equity holders for the year</b>		-	1,194	(105)	(3,526)	(16)	(2)	(2,455)	66	(2,389)
<b>Balance at December 31, 2021</b>		2	36,238	(183)	(3,660)	3,726	14,194	50,317	738	51,055

TENCENT MUSIC ENTERTAINMENT GROUP  
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (CONTINUED)

	Note	Attributable to equity holders of the Company							Non-controlling interests RMB'million	Total equity RMB'million
		Share capital RMB'million	Additional paid-in capital RMB'million	Shares held for share award schemes RMB'million	Treasury shares RMB'million	Other reserves RMB'million	Retained earnings RMB'million	Total RMB'million		
<b>Balance at January 1, 2022</b>		2	36,238	(183)	(3,660)	3,726	14,194	50,317	738	51,055
Profit for the year		-	-	-	-	-	3,677	3,677	162	3,839
Fair value changes on financial assets at fair value through other comprehensive income		-	-	-	-	(4,517)	-	(4,517)	-	(4,517)
Share of other comprehensive income of associates		-	-	-	-	75	-	75	-	75
Currency translation differences		-	-	-	-	916	-	916	-	916
<b>Total comprehensive income for the year</b>		-	-	-	-	(3,526)	3,677	151	162	313
Capitalization of retained earnings of a subsidiary under a group restructuring		-	-	-	-	5,750	(5,750)	-	-	-
<b>Transactions with equity holders:</b>										
Exercise of share options/ RSUs	22,23	-	218	-	356	(569)	-	5	-	5
Non-controlling interests arising from business combination		-	-	-	-	-	-	-	221	221
Share-based compensation - value of employee services	23,24	-	-	-	-	665	-	665	-	665
Shares held for share award schemes	22	-	-	(19)	-	-	-	(19)	-	(19)
Repurchase of shares		-	-	-	(3,045)	-	-	(3,045)	-	(3,045)
Additional investments in a non-wholly owned subsidiary		-	-	-	-	(50)	-	(50)	(23)	(73)
Appropriations to statutory reserves		-	-	-	-	69	(69)	-	-	-
Dividend to non-controlling interests		-	-	-	-	-	-	-	(70)	(70)
Other equity transaction	22,23	-	-	-	-	75	-	75	-	75
<b>Total transactions with equity holders at their capacity as equity holders for the year</b>		-	218	(19)	(2,689)	190	(69)	(2,369)	128	(2,241)
<b>Balance at December 31, 2022</b>		2	36,456	(202)	(6,349)	6,140	12,052	48,099	1,028	49,127

The accompanying notes are an integral part of these consolidated financial statements.

TENCENT MUSIC ENTERTAINMENT GROUP  
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Note	Year ended December 31,		
		2020 RMB'million	2021 RMB'million	2022 RMB'million
<b>Cash flows from operating activities</b>				
Cash generated from operations	29(a)	4,945	5,370	7,627
Interest received		577	458	587
Income taxes paid		(637)	(589)	(733)
<b>Net cash inflow from operating activities</b>		<b>4,885</b>	<b>5,239</b>	<b>7,481</b>
<b>Cash flows from investing activities</b>				
Net cash payment for business combination		(540)	(2,078)	(165)
Purchase of property, plant and equipment		(108)	(159)	(85)
Purchase of intangible assets		(393)	(1,095)	(442)
Purchase of land use right		-	(1,504)	(526)
Placement of short-term investments		-	(5,616)	(160)
Receipt from short-term investments		6	4,739	1,215
Placement of term deposits with initial terms of over three months		(30,643)	(15,153)	(33,919)
Receipt from maturity of term deposits with initial terms of over three months		20,332	15,892	33,170
Proceeds from disposal of subsidiaries		15	3	-
Proceeds from disposal of investments accounted for as financial assets at fair value through profit or loss or other comprehensive income		-	363	-
Payments for acquisition of investments accounted for using equity method		(2,002)	(1,480)	(473)
Payments for acquisition of investments accounted for as financial assets at fair value through profit or loss		(211)	-	(160)
Payments for acquisition of investments accounted for as financial assets at fair value through other comprehensive income		(708)	-	-
Receipts from repayments of loans to a third party		45	1	-
Dividend received		-	88	74
Capital reduction of an associate		-	-	21
Other investing activities		1	-	4
<b>Net cash outflow from investing activities</b>		<b>(14,206)</b>	<b>(5,999)</b>	<b>(1,446)</b>
<b>Cash flows from financing activities</b>				
Loans from non-controlling interests		10	-	-
Proceeds from exercise of share options		163	104	3
Payments for acquisition of non-controlling interests in non-wholly owned subsidiaries		(6)	(19)	(40)
Shares withheld for share award schemes	22	(46)	(105)	(18)
Payment for repurchase of ordinary shares		(134)	(3,479)	(3,127)
Dividends paid to non-controlling interests		-	(3)	(70)
Proceeds from issuance of additional equity of non-wholly owned subsidiaries		-	13	3
Payments for interests		(15)	(105)	(115)
Principal elements of lease payments	14	(78)	(116)	(130)
Net proceeds from issuance of notes	25	5,400	-	-
Repayment for loan from non-controlling interests		(2)	-	-
Proceeds from other equity transactions	22	-	-	75
<b>Net cash inflow/(outflow) from financing activities</b>		<b>5,292</b>	<b>(3,710)</b>	<b>(3,419)</b>
<b>Net (decrease)/increase in cash and cash equivalents</b>		<b>(4,029)</b>	<b>(4,470)</b>	<b>2,616</b>
Cash and cash equivalents at beginning of the year		15,426	11,128	6,591
Exchange differences on cash and cash equivalents		(269)	(67)	348
<b>Cash and cash equivalents at end of the year</b>		<b>11,128</b>	<b>6,591</b>	<b>9,555</b>

The accompanying notes are an integral part of these consolidated financial statements.



**TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

**1. General information and organization**

**1.1. General information**

Tencent Music Entertainment Group (the “Company” or “TME”), formerly known as China Music Corporation (“CMC”), was incorporated under the laws of the Cayman Islands on June 6, 2012 as an exempted company with limited liability under the Companies Law (2010 Revision) of the Cayman Islands. Our registered office in the Cayman Islands is located at the office of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The Company is controlled by Tencent Holdings Limited (“Tencent”), a company incorporated in the Cayman Islands with limited liability whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited. The Company’s American Depositary Shares (“ADSs”) have been listed on the New York Stock Exchange since December 12, 2018. The Company’s Class A ordinary shares have been listed, by way of introduction, on the Hong Kong Stock Exchange since September 15, 2022. Each ADS of the Company represents two ordinary shares, remain primarily listed and traded on the New York Stock Exchange. The Class A ordinary shares listed on the Main Board of the Hong Kong Stock Exchange are fully fungible with the ADSs listed on the NYSE.

The Company, its subsidiaries, its controlled structured entities (“Variable interest entities”, or “VIE”) and their subsidiaries (“Subsidiaries of VIEs”) are collectively referred to as the “Group”. The Group is principally engaged in operating online music entertainment platforms to provide music streaming, online karaoke and live streaming services in the People’s Republic of China (“PRC”). The Company does not conduct any substantive operations of its own but conducts its primary business operations through its wholly-owned subsidiaries, VIEs and subsidiaries of VIEs in the PRC.

In July 2016, Tencent acquired control of the Company through a series of transactions, pursuant to which Tencent injected substantially all of its online music business in the mainland China (“Tencent Music Business”) into the Company in exchange for certain number of shares issued by the Company (“Merger”). Upon the completion of such transactions, the Company became a subsidiary of Tencent and was renamed to its current name in December 2016. The Merger was accounted for as a reverse acquisition under which Tencent Music Business is regarded as the acquirer, and accordingly these consolidated financial statements have been presented as a continuation of the financial statements of Tencent Music Business.

**1.2. Organization and principal activities**

The PRC laws and regulations prohibit or restrict foreign ownership of companies that provide Internet-based business, which include activities and services provided by the Group. The Group operates its business operations in the PRC through a series of contractual arrangements (“Structure Contracts”) entered into among the Company, its wholly-owned subsidiaries (“WOFEs”), VIEs that are legally owned by individuals (“Nominee Shareholders”) authorized by the Group (collectively, “Contractual Arrangements”) and the Nominee Shareholders. The Structure Contracts including Exclusive Technology Services Agreement, Exclusive Business Cooperation Agreement, Loan Agreement, Exclusive Purchase Option Agreement, Equity Interest Pledge Agreement, and Powers of Attorney Agreement.

Under the Contractual Arrangements, the Company has the power to control the management, and financial and operating policies of the VIEs, has exposure or rights to variable returns from its involvement with the VIEs, and has the ability to use its power over the VIEs to affect the amount of the returns. As a result, all these VIEs are accounted for as consolidated structured entities of the Company and their financial statements have been consolidated by the Company.

The Structured Contracts had been in place throughout the years presented, and, there was no change to the principal terms of the Structured Contracts. The principal terms of the Structured Contracts are further described below:

**(i) Voting Trust Agreement**

Pursuant to the Voting Trust Agreement, the shareholders of the VIEs each irrevocably granted the WOFEs or any individual designated by the WOFEs in writing as their attorney-in-fact to vote, the rights to vote on their behalf on all matters of the VIEs requiring shareholder approval under the PRC laws and regulations and the VIEs’ articles of association. The term of this agreement will remain effective as long as the shareholders continue to hold equity interests in the VIEs.

**(ii) Exclusive Technical Service Agreement**

Pursuant to the exclusive technical service agreement between the WOFEs and the VIEs, the WOFEs or their designated party has the exclusive right to provide business support, technical services and consulting services in return for a service fee, which represents 90% of net operating income of the VIEs together with other service fees charged for other ad hoc services provided.

**TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

The WOFEs have the discretion to change the charge rate. During the term of the agreement, without the WOFEs' prior written consent, the VIEs shall not engage any third party for rendering any of such services defined under this agreement.

(iii) Loan agreement

Under the loan agreement between the WOFEs and the shareholders of the VIEs, the WOFEs provided interest-free loans to the shareholders of the VIEs solely for the subscription of newly registered capital of the VIEs. The WOFEs have the sole discretion to determine the way of repayment, including requiring the shareholders to transfer their equity shares in the VIEs to the WOFEs according to the terms indicated in the Exclusive Share Purchase Option as mentioned below.

(iv) Exclusive option agreement

Pursuant to the exclusive purchase option agreement amongst the WOFEs, the VIEs and their shareholders, the shareholders of the VIEs granted the WOFEs or their designated party, an exclusive irrevocable option to purchase, all or part of the equity interests held by its shareholders, when and to the extent permitted under PRC law, at a price equal to the proportional amount of registered capital of the VIEs. Without the consent of the WOFEs or their designated party, the shareholders of the VIEs may not transfer, donate, pledge, or otherwise dispose of their equity shareholdings in any way. The exclusive purchase option agreement remains effective until the options are exercised.

(v) Equity interest pledge agreement

Pursuant to the equity interest pledge agreement enacted amongst the WOFEs, the VIEs and their shareholders, the shareholders of the VIEs pledge all of their equity interests in the VIEs to the WOFEs, to guarantee the VIEs and their shareholders' performance of their obligations under exclusive purchase option agreement, exclusive business cooperation agreement, loan agreement, and powers of attorney. If the VIEs and/or any of their shareholders breach their contractual obligations under this agreement, the WOFEs, as pledgee, will be entitled to certain rights, including the right to sell the pledged equity interests. Without the WOFEs' prior written consent, shareholders of the VIEs shall not transfer or assign the pledged equity interests, or create or allow any encumbrance that would prejudice the WOFEs' interests.

During the term of this agreement, the WOFEs are entitled to receive all of the dividends and profits paid on the pledged equity interests. The equity interest pledge were effective upon the completion of the registration of the pledge with the local branch of the State Administration for Industry and Commerce ("SAIC"), and remain effective until the VIEs and its shareholders discharge all their obligations under the Contractual Arrangements.

**TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

As at December 31, 2022, the Company's significant subsidiaries, VIEs, and subsidiaries of VIEs were as follows:

	Place of incorporation	Date of Incorporation or acquisition	Equity Interest Held (direct or indirect)	Principal activities
<b>Subsidiaries</b>				
Tencent Music Entertainment Hong Kong Limited ("TME Hong Kong") (formerly known as "Ocean Music Hong Kong Limited")	Hong Kong	July 2016*	100 %	Investment holding and music content distribution
Tencent Music (Beijing) Co., Ltd. ("Beijing Tencent Music") (formerly known as "Ocean Interactive (Beijing) Information Technology Co., Ltd.")	PRC	July 2016*	100 %	Technical support and consulting services
Yeelon Online Network Technology (Beijing) Co., Ltd. ("Yeelon Online")	PRC	July 2016*	100 %	Technical support and consulting services
Tencent Music Entertainment Technology (Shenzhen) Co., Ltd. ("TME Tech Shenzhen")	PRC	February 2017	100 %	Technical support and consulting services
Guangzhou Shiyinlian Software Technology Co., Ltd. ("Guangzhou Shiyinlian")	PRC	October 2019	100 %	Technical support and consulting services
<b>Variable Interest Entities</b>				
Guangzhou Kugou Computer Technology Co., Ltd. ("Guangzhou Kugou")	PRC	July 2016*	100 %	Online music and entertainment related services
Beijing Kuwo Technology Co., Ltd. ("Beijing Kuwo")	PRC	July 2016*	100 %	Online music and entertainment related services
<b>Subsidiaries of Variable Interest Entities</b>				
Tencent Music Entertainment (Shenzhen) Co., Ltd. ("TME Shenzhen")	PRC	July 2016*	100 %	Online music and entertainment related services
Shenzhen Lanren Online Technology Co., Ltd. ("Shenzhen Lanren")	PRC	March 2021	100 %	Audio platform

\* Representing the entities acquired by the Group on July 12, 2016.

**Risks in relation to the VIEs**

In the opinion of the Company's management, the contractual arrangements discussed above have resulted in the Company, and the WOFE having the power to direct activities that most significantly impact the VIEs, including appointing key management, setting up operating policies, exerting financial controls and transferring profit or assets out of the VIEs at its discretion. The Company has the power to direct activities of the VIEs and can have assets transferred out of the VIEs under its control. Therefore, the Company considers that there is no asset in any of the VIEs that can be used only to settle obligations of the VIEs, except for registered capital, capital reserve and PRC statutory reserves of the VIEs totaling RMB4,069 million and RMB9,793 million as at December 31, 2021 and 2022, respectively.

Currently there is no contractual arrangement that could require the Company to provide additional financial support to the VIEs. As the Company is conducting its Internet-related business mainly through the VIEs, the Company may provide such support on a discretionary basis in the future, which could expose the Company to a loss. As the VIEs organized in the PRC were established as limited liability companies under PRC law, their creditors do not have recourse to the general credit of the WOFE for the liabilities of the VIEs, and the WOFE does not have the obligation to assume the liabilities of these VIEs.

**TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

The Company, based on the advice from its PRC legal counsel, determines that the Contractual Arrangements are in compliance with PRC law and are legally enforceable. However, uncertainties in the PRC legal system could limit the Group's ability to enforce the Contractual Arrangements.

On January 19, 2015, the Ministry of Commerce of the PRC ("MOFCOM"), released for public comment a proposed PRC law, the Draft FIE Law, that appears to include Consolidated VIEs within the scope of entities that could be considered as foreign invested enterprises, or FIEs, that would be subject to restrictions under existing PRC law on foreign investment in certain categories of industry. Specifically, the Draft FIE Law introduces the concept of "actual control" for determining whether an entity is considered to be an FIE. In addition to control through direct or indirect ownership or equity, the Draft FIE Law includes control through contractual arrangements within the definition of "actual control". The Draft FIE Law includes provisions that would exempt from the definition of foreign invested enterprises entities where the ultimate controlling shareholders are either entities organized under PRC law or individuals who are PRC citizens. The Draft FIE Law is silent as to what type of enforcement action might be taken against existing entities that operate in restricted or prohibited industries and are not controlled by entities organized under PRC law or individuals who are PRC citizens. If the restrictions and prohibitions on foreign invested enterprises included in the Draft FIE Law are enacted and enforced in their current form, the Company's ability to use the Contractual Arrangements and the Company's ability to conduct business through them could be severely limited.

The Company's ability to control VIEs also depends on rights provided to the WOFE, under the powers of attorney agreement, to vote on all matters requiring shareholder approval. As noted above, the Company believes these powers of attorney agreements are legally enforceable, but they may not be as effective as direct equity ownership. In addition, if the corporate structure of the Group or the contractual arrangements between the or the WOFE, the VIEs and their respective shareholders were found to be in violation of any existing PRC laws and regulations, the relevant PRC regulatory authorities could:

- revoke the Group's business and operating licenses;
- require the Group to discontinue or restrict its operations;
- restrict the Group's right to collect revenues;
- block the Group's websites;
- require the Group to restructure the operations, re-apply for the necessary licenses or relocate its 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 following are major financial statements amounts and balances of the Group's VIEs and subsidiaries of VIEs on a combined basis.

	As at December 31,		
	2021	2022	
	RMB'million	RMB'million	
Total current assets	9,395	10,351	
Total non-current assets	8,722	7,420	
Total assets	18,117	17,771	
Total current liabilities	(6,670)	(6,704)	
Total non-current liabilities	(416)	(329)	
Total liabilities	(7,086)	(7,033)	

	Year ended December 31,		
	2020	2021	2022
	RMB'million	RMB'million	RMB'million
Total revenues	29,094	30,949	27,426
Net profit/(loss)	1,625	(209)	(432)
Net cash inflow/(outflow) from operating activities*	454	(671)	(17)
Net cash outflow from investing activities	(1,099)	(3,554)	(379)
Net cash inflow from financing activities*	715	3,462	252
Net increase/(decrease) in cash and cash equivalents	70	(763)	(144)
Cash and cash equivalents, beginning of the year	1,327	1,397	634
Cash and cash equivalents, end of the year	1,397	634	490

**TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

\* Amounts previously reported for 2020 have been revised to reflect the impact of revisions of intercompany fund transfers from operating to financing activities, which were eliminated in the Company's consolidated financial statements. The amounts of cash flow activities of the Group's VIEs for the year ended December 31, 2020 have been revised to reflect adjustments with a decrease of RMB768 million in cash provided by operating activities, and an increase of RMB768 million, in cash provided by financing activities. There is no impact on the previous reported consolidated financial positions and results of operations or cash flows.

The above combined financial statements amounts and balances included intercompany transactions which have been eliminated in the Company's consolidated financial statements.

As at December 31, 2021 and 2022, the total assets of Group's VIEs mainly consisted of cash and cash equivalents, accounts receivable, prepayments, deposits and other current assets, intangible assets, and land use rights, as applicable.

As at December 31, 2021 and 2022, the total liabilities of VIEs mainly consisted of accounts payable, accrued expenses and other current liabilities.

The recognized revenue-producing assets held by the Group's VIEs include intangible assets acquired through business combinations, prepaid content royalties and domain names and servers. The balances of these assets as at December 31, 2021 and 2022 were included in the line of "Total non-current assets" in the table above.

The unrecognized revenue-producing assets held by the Group's VIEs mainly consist of internally generated intellectual property, licenses, and trademarks that the Group relies on to operate its businesses.

**2.Summary of significant accounting policies**

The principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

**2.1.Basis of preparation**

The consolidated financial statements of the Group have been prepared in accordance with the International Financial Reporting Standards ("IFRSs") as issued by International Accounting Standards Board ("IASB"). The consolidated financial statements have been prepared under the historical cost convention, as modified by the revaluation of other investments, financial assets at fair value through other comprehensive income, short-term investments, other financial liabilities which are carried at fair value.

The preparation of financial statements in conformity with IFRSs requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the Group's accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the consolidated financial statements are disclosed in Note 4.

**2.2.New and amendments to the accounting standards adopted and recent accounting pronouncements**

**(a)New and amendments to the accounting standards adopted**

The following standards and amendments have been adopted by the Group for the first time for the financial year beginning on January 1, 2022:

Amendments to IAS 16	Property, plant and equipment: Proceeds before intended use
Amendments to IAS 37	Onerous contracts – cost of fulfilling a contract
Amendments to IFRSs	Annual Improvements to IFRS Standards 2018–2020 Cycle
Amendments to IFRS 3	Reference to the Conceptual Framework

The adoption of these standards does not have material impact on the consolidated financial statements of the Group.

TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

**(b)Recent accounting pronouncements**

The following new standards and amendments to standards have not come into effect for the financial year beginning January 1, 2022, and have not been early adopted by the Group in preparing these consolidated financial statements. None of these new standards and amendments to standards is expected to have a material effect on the consolidated financial statements of the Group.

		Effective for annual periods beginning on or after
IFRS 17	Insurance contracts	January 1, 2023
Amendments to IAS 1 and IFRS Practice Statement 2	Disclosure of Accounting Policies	January 1, 2023
Amendments to IAS 8	Definition of Accounting Estimates	January 1, 2023
Amendments to IAS 12	Deferred Tax related to Assets and Liabilities arising from a Single Transaction	January 1, 2023
Amendments to IAS 1	Classification of Liabilities as Current or Non-current	January 1, 2024
Amendments to IAS 1	Non-current Liabilities with Covenants	January 1, 2024
Amendments to IFRS 16	Lease Liability in a Sale and Leaseback	January 1, 2024
Amendments to IAS 28 and IFRS 10	Sale or contribution of assets between an investor and its associate or joint venture	To be determined

The Group considers the lease as a single transaction in which the assets and liabilities are integrally linked. There is no net temporary difference at inception. Subsequently, when differences on settlement of the liabilities and the amortization of right-of-use assets arise, there will be a net temporary difference on which deferred tax is recognized. Upon the effective date of amendments to IAS 12 on January 1, 2023, the Group recognized an immaterial amount of deferred tax asset and a deferred tax liability for the temporary differences arising on a lease on initial recognition.

**2.3.Principles of consolidation and equity accounting**

**(a)Subsidiaries**

Subsidiaries are all entities (including VIEs as stated in Note 1.2 above) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

Intercompany transactions, balances and unrealized gains on transactions between group companies are eliminated. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the transferred asset. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

Non-controlling interests in the results and equity of subsidiaries are shown separately in the consolidated income statement, statement of comprehensive income, statement of changes in equity and balance sheet, respectively.

**(b)Associates**

Associates are all entities over which the Group has significant influence but not control or joint control, generally but not necessarily accompanying a shareholding of between 20% and 50% of the voting rights. Investments in associates are accounted for using the equity method of accounting (see (d) below), after initially being recognized at cost.

**(c)Joint ventures**

Investments in joint arrangements are classified as either joint operations or joint ventures depending on the contractual rights and obligations of each investor. The Group has assessed the nature of its joint arrangements and determined them to be joint ventures. Interests in joint ventures are accounted for using the equity method (see (d) below), after initially being recognized at cost in the consolidated balance sheet.

**(d)Equity method**

Under the equity method of accounting, the investments are initially recognized at cost and adjusted thereafter to recognize the Group's share of the post-acquisition profits or losses of the investee in profit or loss, and the Group's share of movements in other

**TENCENT MUSIC ENTERTAINMENT GROUP  
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comprehensive income of the investee in other comprehensive income. Dividends received or receivable from associates and joint ventures are recognized as a reduction in the carrying amount of the investment.

When the Group's share of losses in an equity-accounted investment equals or exceeds its interest in the entity, including any other unsecured long-term receivables, the Group does not recognize further losses, unless it has incurred obligations or made payments on behalf of the other entity.

Unrealized gains on transactions between the Group and its associates and joint ventures are eliminated to the extent of the Group's interest in these entities. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. Accounting policies of equity accounted investees have been changed where necessary to ensure consistency with the policies adopted by the Group.

The carrying amount of equity-accounted investments is tested for impairment in accordance with the policy described in Note 2.11 whenever there is an indication that the carrying amount may be impaired in accordance with Note 2.12 (b).

**2.4. Business combinations**

The acquisition method of accounting is used to account for all business combinations except for the business combinations under common control as stated below, regardless of whether equity instruments or other assets are acquired. The consideration transferred for the acquisition of a subsidiary comprises the:

- fair values of the assets transferred
- liabilities incurred to the former owners of the acquired business
- equity interests issued by the Group
- fair value of any asset or liability resulting from a contingent consideration arrangement, and
- fair value of any pre-existing equity interest in the subsidiary.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date. The Group recognizes any non-controlling interest in the acquired entity on an acquisition-by-acquisition basis either at fair value or at the non-controlling interest's proportionate share of the acquired entity's net identifiable assets.

Acquisition-related costs are expensed as incurred.

The excess of the:

- consideration transferred,
  - amount of any non-controlling interest in the acquired entity, and
  - acquisition-date fair value of any previous equity interest in the acquired entity
- over the fair value of the net identifiable assets acquired is recorded as goodwill.

If the business combination is achieved in stages, the acquisition date carrying value of the acquirer's previously held equity interest in the acquiree is remeasured to fair value at the acquisition date. Any gains or losses arising from such remeasurement are recognized in profit or loss.

*Business combination under common control*

The Group accounts for the business combination between entities under common control using the predecessor accounting. For predecessor accounting:

- Assets and liabilities of the acquired entity are stated at predecessor carrying values. Fair value measurement is not required.
- No new goodwill arises in predecessor accounting.
- Any difference between the consideration given and the aggregate carrying value of the assets and liabilities of the acquired entity at the date of the transaction is included in equity in retained earnings or in a separate reserve.

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The Group does not restate any assets and liabilities of the acquired entity. The assets and liabilities of the acquired entity are consolidated using the predecessor's amounts from the controlling party's perspective. No new goodwill is recorded. Any difference between the cost of investment and the carrying value of the net assets is recorded in equity as merger reserve.

The Group elects to incorporate the acquired entity's results only from the date on which the business combination between entities under common control occurred. Consequently, the consolidated financial statements do not reflect the results of the acquired entity for the period before the transaction occurred. The corresponding amount for the previous year is also not restated.

**2.5. Segment reporting**

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision makers, who are responsible for allocating resources and assessing performance of the operating segments and making strategic decisions. The Group's chief operating decision makers have been identified as executive directors of the Company, who review the consolidated results of operations when making decisions about allocating resources and assessing performance of the Group as a whole.

For the purpose of internal reporting and management's operation review, the chief operating decision-makers and management personnel do not segregate the Group's business by product or service lines. Hence, the Group has only one operating segment. In addition, the Group does not distinguish between markets or segments for the purpose of internal reporting. As the Group's assets and liabilities are substantially located in the PRC, substantially all revenues are earned and substantially all expenses are incurred in the PRC, no geographical segments are presented.

**2.6. Foreign currency translation**

**(a) Functional and presentation currency**

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates (the "functional currency"). The functional currency of the Company is United States Dollars ("US\$"). As the major operations of the Group are within the PRC, the Group presents its consolidated financial statements in Renminbi ("RMB"), unless otherwise stated.

**(b) Transactions and balances**

Foreign currency transactions are translated into the functional currency using the exchange rates at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at year end exchange rates are generally recognized in the income statement.

Foreign exchange gains and losses that relate to borrowings are presented in the income statement, within finance cost. All other foreign exchange gains and losses are presented in the income statement on a net basis within finance cost.

**(c) Group companies**

The results and financial position of foreign operations (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- assets and liabilities for each balance sheet presented are translated at the closing rate at the date of that balance sheet
- income and expenses for each income statement and statement of comprehensive income are translated at average exchange rates (unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions), and
- all resulting exchange differences are recognized in other comprehensive income.

On consolidation, exchange differences arising from the translation of any net investment in foreign entities are recognized in other comprehensive income. When a foreign operation is sold or any borrowings forming part of the net investment are repaid, the associated exchange differences are reclassified to profit or loss, as part of the gains or losses on sale.

Goodwill and fair value adjustments arising on the acquisition of a foreign operation are treated as assets and liabilities of the foreign operation and translated at the closing rate. Currency translation differences arising are recognized in other comprehensive income.



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**2.7. Property, plant and equipment**

Property, plant and equipment are stated at historical cost less accumulated depreciation. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. The carrying amount of any component accounted for as a separate asset is derecognized when replaced. All other repairs and maintenance are charged to profit or loss during the reporting period in which they are incurred.

Depreciation is calculated using the straight-line method to allocate their cost or revalued amounts, net of their residual values, over their estimated useful lives or, in the case of leasehold improvements and certain leased plant and equipment, the shorter lease term as follows:

Servers and network equipment	3 – 5 years
Office furniture, equipment and others	3 – 5 years
Leasehold improvements	Shorter of expected lives of leasehold improvements and lease terms

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

Construction in progress represents buildings under construction and pending installation and is stated at cost less accumulated impairment losses, if any. Cost includes amortization of land use rights and the costs of construction of buildings. No provision for depreciation is made on construction in progress until such time as the relevant assets are completed and ready for intended use. Construction in progress is transferred to property, plant and equipment when completed and ready for use.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount (Note 2.11).

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount. These are included in the income statement.

**2.8. Land use rights**

Land use rights are up-front payment to acquire long-term interests in land. The payment is stated at cost and charged to the consolidated income statement on a straight-line basis over the remaining period of the lease.

**2.9. Goodwill**

Goodwill is not amortized but it is tested for impairment annually, or more frequently if events or changes in circumstances indicate that it might be impaired, and is carried at cost less accumulated impairment losses. Gains and losses on the disposal of an entity include the carrying amount of goodwill relating to the entity sold.

Goodwill is allocated to CGUs for the purpose of impairment testing. The allocation is made to those CGUs or groups of CGUs that are expected to benefit from the business combination in which the goodwill arose. The units or groups of units are identified at the lowest level at which goodwill is monitored for internal management purposes, below the operating segment.

**2.10. Other intangible assets****(a) Domain name, trademark and Internet audio/video program transmission license**

Separately acquired domain name, trademark and Internet audio/video program transmission license are shown at historical cost. These assets acquired in a business combination are recognized at fair value at the acquisition date. Domain name, trademark and Internet audio/video program transmission license have a finite useful life and are carried at cost less accumulated amortization. Amortization is calculated using the straight-line method to allocate the cost of these assets and over their respective useful life of no more than 12 years. The useful lives of these assets are the periods over which they are expected to be available for use by the Group, and the management of the Group also take into account of past experience when estimating the useful lives.

**(b) Separately acquired and internal developed content and copyrights**

Separately acquired content and copyrights are shown at historical cost. The Group also produces or/and contracts with external parties to produce content to exhibit on its platforms. Produced content includes direct production costs, production overheads and acquisition costs. The Group recognizes internal developed content as intangible assets only when the following criteria are met:

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the technical feasibility of completing the intangible asset exists, there is an intent to complete and an ability to use or sell the intangible asset, the intangible asset will generate probable future economic benefits, there are adequate resources available to complete the development and to use or sell the intangible asset, and there is the ability to reliably measure the expenditure attributable to the intangible asset during its development. Capitalized in-house produced content are amortized on a straight-line basis over the estimated useful lives of 1 to 5 years, while separately acquired content and copyrights are amortized on a straight-line basis over the estimated useful lives of 1 to 10 years.

**(c) Other intangible assets acquired in a business combination not under common control**

Other intangible assets acquired in a business combination not under a common control transaction are recognized initially at fair value at the acquisition date and subsequently carried at the amount initially recognized less accumulated amortization and impairment loss, if any. Amortization is calculated using the straight-line method to allocate the costs of acquired intangible assets over the following estimated useful lives:

Online users	1 year
Corporate customer relationship	3 - 9 years
Supplier resources	5 - 8 years
Non-compete agreements	4 - 9 years
Copyrights	3 - 7 years

**2.11. Impairment of non-financial assets**

Goodwill and intangible assets that have an indefinite useful life are not subject to amortization and are tested annually for impairment, or more frequently if events or changes in circumstances indicate that they might be impaired. Other assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Impairment review on the goodwill of the Group is conducted by the management as at December 31 according to IAS 36 "Impairment of assets". An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purpose of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows which are largely independent of the cash inflows from other assets or groups of assets (CGUs). Non-financial assets other than goodwill that suffered an impairment are reviewed for possible reversal of the impairment at the end of each reporting period.

**2.12. Investments and other financial assets**

**(a) Classification and measurement**

The Group classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value (either through other comprehensive income, or through profit or loss), and
- those to be measured at amortized cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

For assets measured at fair value, gains and losses will either be recorded in profit or loss or other comprehensive income. For investments in equity instruments that are not held for trading, this will depend on whether the Group has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income.

The Group reclassifies debt investments only when its business model for managing those assets changes.

Purchases and sales of financial assets are recognized on trade-date, the date on which the Group commits to purchase or sell the assets. Financial assets are derecognized when the rights to receive cash flows from the financial assets have expired or have been transferred and the Group has transferred substantially all the risks and rewards of ownership.

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payments of principal and interest.

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*Debt instruments*

Initial recognition and subsequent measurement of debt instruments depend on the Group's business model for managing the asset and the contractual cash flow characteristics of the asset. There are three categories into which the Group classifies its debt instruments:

•Amortized cost: Financial assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are classified as and measured at amortized cost. Interest income from these financial assets is recognized using the effective interest rate method. Any gain or loss arising on derecognition is recognized directly in profit or loss and presented in "other gains, net" together with foreign exchange gains and losses. Impairment losses are presented as separate line item in the income statement.

•Fair value through other comprehensive income: Financial assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at fair value through other comprehensive income. Movements in the carrying amount are taken through other comprehensive income, except for the recognition of impairment losses or reversals, interest income and foreign exchange gains and losses which are recognized in profit or loss. When the financial asset is derecognized, the cumulative gain or loss previously recognized in other comprehensive income is reclassified from equity to profit or loss and recognized in "other gains, net". Interest income from these financial assets is recognized using the effective interest rate method. Foreign exchange gains and losses and impairment losses or reversals are presented in "other gains, net".

•Fair value through profit or loss: Financial assets that do not meet the criteria for amortized cost or fair value through other comprehensive income are classified as and measured at fair value through profit or loss. A gain or loss on a debt investment that is subsequently measured at fair value through profit or loss is recognized in profit or loss and presented in "other gains, net" for the period in which it arises.

*Equity instruments*

The Group subsequently measures all equity investments at fair value. Where the Group's management has elected to present fair value gains and losses on equity investments in other comprehensive income, there is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment. Dividends from such investments continue to be recognized in profit or loss as other income when the Group's right to receive payments is established.

Changes in the fair value of financial assets at fair value through profit or loss are recognized in "other gains, net" in the income statement as applicable. Impairment losses (and reversal of impairment losses) on equity investments measured at fair value through other comprehensive income are not reported separately from other changes in fair value.

**(b) Impairment**

The Group assesses on a forward-looking basis the expected credit losses associated with its debt instruments carried at amortized cost and fair value through other comprehensive income. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

For accounts receivable and contract assets, the Group applies the simplified approach permitted by IFRS 9, which requires expected lifetime losses to be recognized since initial recognition of the receivables.

Impairment on deposits and other receivables is measured as either 12-month expected credit losses or lifetime expected credit losses, depending on whether there has been a significant increase in credit risk since initial recognition. If a significant increase in credit risk of a deposit or receivable has occurred since initial recognition, the impairment is measured as lifetime expected credit losses.

**(c) Offsetting**

Financial assets and liabilities are offset and the net amount is reported in the balance sheet where the Company currently has a legally enforceable right to offset the recognized amounts, and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The Company has also entered into arrangements that do not meet the criteria for offsetting but still allow for the related amounts to be set off in certain circumstances, such as bankruptcy or the termination of a contract.

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**2.13. Inventories**

Inventories, mainly consisting of merchandise for sale, are primarily accounted for using the weighted average method and are stated at the lower of cost and net realizable value.

**2.14. Accounts receivable**

Accounts receivable are amounts due from customers for goods sold or services performed in the ordinary course of business. Accounts receivable are generally due for settlement within 30 to 90 days and therefore are all classified as current.

**2.15. Short-term investments**

Short-term investments are investments issued by commercial banks in the PRC with a variable return and accounted for as financial assets at fair value through profit and loss (see Note 2.12 above). Since these investments' maturity dates are within one year, they are classified as current assets.

**2.16. Cash and cash equivalents**

For the purpose of presentation in the statement of cash flows, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions, and other short-term deposits with original maturities of three months or less.

**2.17. Share capital**

Ordinary shares are classified as equity.

Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

Where any Group company purchases the Company's equity instruments, the consideration paid, including any directly attributable incremental costs, is deducted from equity attributable to the Company's equity holders as treasury shares until the shares are canceled or reissued. Where such shares are subsequently reissued, any consideration received (net of any directly attributable incremental transaction costs) is included in equity attributable to the Company's equity holders.

**2.18. Accounts and other payables**

These amounts represent liabilities for goods and services provided to the Group prior to the end of financial year which are unpaid. The amounts are unsecured and are usually paid within 1 year of recognition. Accounts and other payables are presented as current liabilities unless payment is not due within 12 months after the reporting period.

**2.19. Borrowings (including notes payable)**

Borrowings (including notes payable) issued by the Group are recognized initially at fair value, net of transaction costs incurred. They are subsequently carried at amortized cost. Any difference between proceeds (net of transaction costs) and the redemption value is recognized in the consolidated income statement over their terms using the effective interest method.

Fees paid on the establishment of loan facilities are recognized as transaction costs of the loan facilities to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw-down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalized as a prepayment for liquidity services and amortized over the term of the facility to which it relates. Notes payable are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the end of the reporting period.

General and specific finance costs directly attributable to the acquisition and construction of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. During the year ended December 31, 2020, 2021 and 2022, no finance costs had been capitalized.

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**2.20. Current and deferred income tax**

The income tax expense or credit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences and to unused tax losses.

**(a) Current income tax**

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period in the countries where the company's subsidiaries and associates operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

**(b) Deferred income tax**

Deferred income tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. However, deferred tax liabilities are not recognized if they arise from the initial recognition of goodwill. Deferred income tax is also not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss and does not give rise to equal taxable and deductible temporary differences. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the end of the reporting period and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled.

Deferred tax assets are recognized only if it is probable that future taxable amounts will be available to utilize those temporary differences and losses.

Deferred tax liabilities and assets are not recognized for temporary differences between the carrying amount and tax bases of investments in foreign operations where the company is able to control the timing of the reversal of the temporary differences and it is probable that the differences will not reverse in the foreseeable future.

**(c) Offsetting**

Deferred tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets and liabilities and when the deferred tax balances relate to the same taxation authority. Current tax assets and tax liabilities are offset where the entity has a legally enforceable right to offset and intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously.

**(d) Uncertain tax positions**

In determining the amount of current and deferred income tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes, interest or penalties may be due. This assessment relies on estimates and assumptions and may involve a series of judgments about future events. New information may become available that causes the Group to change its judgment regarding the adequacy of existing tax liabilities. Such changes to tax liabilities will impact tax expense in the period that such a determination is made.

**2.21. Employee benefits**

**(a) Employee leave entitlements**

Employee entitlements to annual leave are recognized when they accrue to employees. A provision is made for the estimated liability for annual leave as a result of services rendered by employees up to the end of the reporting period. Employee entitlements to sick and maternity leave are not recognized until the time of leave.

**(b) Pension obligations**

The Group participates in various defined contribution retirement benefit plans which are available to all relevant employees. These plans are generally funded through payments to schemes established by governments or trustee-administered funds. A defined contribution plan is a pension plan under which the Group pays contributions on a mandatory, contractual or voluntary basis into a separate fund. The Group has no legal or constructive obligations to pay further contributions if the fund does not hold sufficient assets to pay all employees the benefits relating to employee services in the current and prior periods. The Group's contributions to the defined contribution plans are expensed as incurred and not reduced by contributions forfeited by those employees who leave the plan prior to vesting fully in the contributions.

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**2.22.Share-based payments**

The Group operates a number of equity-settled share-based compensation plan (including share option schemes and share award schemes), under which the Group receives services from employees as consideration for equity instruments (including stock options and RSUs) of the Group. In addition, the controlling shareholder, Tencent, also operates certain share-based compensation plans (mainly share option schemes and share award schemes) which may cover the employees of the Group. Share awards granted to the employees of the Group are measured at the grant date based on the fair value of equity instruments and are recognized as an expense over the vesting period, which is the period over which all of the specified vesting conditions are to be satisfied, and credited to equity as “share-based compensation reserve” if it is related to equity instruments of the Company or as “contribution from ultimate holding company” if it is related to equity instruments of Tencent.

For grant of share options, the total amount to be expensed is determined by reference to the fair value of the options granted by using Binomial model (the “Binomial 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, expected forfeiture rate, risk-free interest rates, contract life and expected dividends. For grant of award shares, the total amount to be expensed is determined by reference to the fair value of the Company or market price of Tencent’s shares at the grant date.

Forfeitures are estimated at the time of grant and revised in the subsequent periods if actual forfeitures differ from those estimates.

If a share-based arrangement involving a compound financial instrument issued by the Group, which includes a debt component (i.e. the counterparty’s right to demand payment in cash) and an equity component (i.e. the counterparty’s right to demand settlement in equity instruments rather than in cash), to any party other than employees, the Group measures the equity component of the compound financial instrument as the difference between the fair value of the goods or services received and the fair value of the debt component, at the date when the goods or services are received. If a compound financial instrument issued by the Group to the employees, the Group first measures the fair value of the debt component, and then measures the fair value of the equity component—taking into account that the counterparty must forfeit the right to receive cash in order to receive the equity instrument. The fair value of the compound financial instrument is the sum of the fair values of the two components. The debt component will be accounted for as a cash-settled share-based payment transaction; and the equity component will be accounted for as an equity-settled share-based payment.

**2.23.Provisions**

Provisions for legal claims and service warranties are recognized when the Group has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated. Provisions are not recognized for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognized even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

Provisions are measured at the present value of management’s best estimate of the expenditure required to settle the present obligation at the end of the reporting period. The discount rate used to determine the present value is a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognized as interest expense.

**2.24.Revenue recognition**

The Group generates revenues primarily from provision of music entertainment services, such as paid music, virtual gifts sales and content sublicensing, and online advertising. Revenue is recognized when or as the control of the services or goods is transferred to the customer. Depending on the terms of the contract and the laws that are applied to the contract, control of the services and goods may be transferred over time or at a point in time.

**(a)Revenue from online music services**

Online music services revenues primarily include revenues from subscriptions, sale of digital music singles and albums, content sublicensing and online advertising on the Group’s online music platforms.

The Group provides to users certain subscription packages which entitle paying subscribers a fixed amount of non-accumulating downloads per month and access to pay-for-streaming content with certain privilege features on its music platforms. The subscription fee for these packages is time-based and is collected upfront from subscribers. The terms of time-based subscriptions range from one month to twelve months. The receipt of subscription fee is initially recorded as deferred revenue. The Group

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satisfies its various performance obligations by providing services throughout the subscription period and revenue is recognized over time accordingly.

The Group also provides its users to purchase early release access to certain new digital music singles and albums. These singles and albums can be downloaded and streamed only through the Group's platform. Such music singles and albums will be made available to all users to access after the initial launch period which is generally three months. The Group considers that it provides the early access to the newly launched singles and albums within its platform as opposed to providing functional intellectual property to the users. As a result, the performance obligation of providing early access is satisfied, and revenue is recognized over time accordingly.

The above services can be paid directly by users by way of online payment channels or through various third-party platforms. The Group records revenue on the gross basis according to the criteria stated in (c) below and recognizes service fees levied by online payment channels or third-party platforms ("Channel Fees") as the cost of revenues in the same period as the related revenue is recognized.

The Group sublicenses certain of the Group's music content to other music platforms for a fixed period of time, typically one year, that falls within the original license period of the underlying content. The Group is obliged to replicate the licensed content library for any subsequent changes in the content, including any new content or removal of existing content, updated by the content partners any time during the sublicensing period. As a result, the Group determines sublicensing of content as a single performance obligation. Revenues from sublicensing the content are recognized over the sublicensing period. The Group only recognizes revenue when it is highly probable that this will not result in a significant reversal of revenue when any uncertainty is resolved. The Group does not adjust the promised amount of consideration for the effects of any significant financing component as the sublicensing period is typically one year.

Advertising revenue is primarily generated through display advertisements ("display ads") on the Group's platforms. Advertising contracts are signed to establish the fixed prices and advertising services to be provided based on cost per display ("CPD") or cost per mille ("CPM") arrangements. When the collectability is reasonably assured, advertising revenues from the CPD arrangements that are display ads for an agreed period of time, are recognized ratably over the contract period of display based on a time-based measure of progress as the performance obligation is expended evenly over the period, while revenue from the CPM arrangements are recognized based on the number of times that the advertisement has been displayed. The Group allocates revenue to each performance obligation on a relative stand-alone selling price basis which is determined with reference to the prices charged to customers.

The Group also entered into contracts with third-party advertising agencies or entities controlled by Tencent, which represent the Group in negotiation and contracting with advertisers. The Group shares with these advertising agencies a portion of the revenues the Group derives from the advertisers. Revenues are recognized on a gross or net basis based on an assessment made according to the criteria stated in (c) below. If revenue for advertising derived through these advertising agencies are recorded at the gross amount, the portion remitted to advertising agencies, including any cash incentive in the form of commissions, is recorded as cost of revenues. If revenue for advertising derived through these advertising agencies are recorded at the net amount, the related cash incentives, in the form of commissions paid/payable to any advertising agencies based on volume and performance, are accounted for as a reduction of revenue, based on the expected performance.

**(b) Revenue from social entertainment services and others**

The Group offers virtual gifts to users for free or sell virtual gifts to users on the Group's online karaoke and live streaming platforms. The virtual gifts are sold to users at different specified prices as pre-determined by the Group. The utilization of each virtual gift sold to users is considered as the performance obligation and the Group allocates revenue to each performance obligation on a relative stand-alone selling price basis, which are determined based on the prices charged to the customers.

Virtual gifts are categorized as consumable, time-based and durable. Consumable items are consumed upon purchase and use, while time-based items could be used for a fixed period. The Group does not have further obligations to the user after the virtual gifts are consumed immediately or after the stated period for time-based items. The revenue for the sale of consumable virtual gifts on the online karaoke and online broadcasting platforms is recognized immediately when a virtual item is consumed or, in the case of a time-based virtual item, recognized ratably over the useful life of the items, which generally does not exceed one year. The Group recognizes the revenue for sale of durable virtual gifts over their estimated lifespans of no longer than six months, which are determined by the management based on the expected service period derived from historical data of the Group's user relationship periods, given there is an implicit obligation of the Group to maintain the virtual gifts operating on its platforms.

The Group may share with performers a portion of the revenues derived from the sales of the virtual gifts on the online karaoke and live streaming platforms. Revenues for the sales of virtual gifts are recorded at the gross amount, with the portion shared with

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performers recorded as cost of revenues, as the Group considers itself the primary obligor in the sales of virtual gifts with the Group possesses the latitude in establishing prices; and the rights to determine the specifications or change the virtual gifts.

The Group also generates revenue from online karaoke and live streaming services by selling premium memberships that provide paying users with certain privileges. The fees for these packages are time-based ranging from one month to twelve months and are collected up-front from the respective subscribers. The receipt of the subscription fees is initially recorded as deferred revenue. The Group satisfies its performance obligation by providing services over the subscription period and revenue is recognized ratably over the subscription period.

The Group also generates advertising revenue from its social entertainment platforms and the policies for recognized advertising revenue is described in Note 2.24(a) above.

**(c)Principal and agent consideration**

The Group reports the revenue on a gross or net basis depending on whether the Group is acting as a principal or an agent in a transaction. The determination of whether to report the revenues of the Group on a gross or net basis is based on an evaluation made of various factors, including but not limited to whether the Group (i) is the primary obligor in the arrangement; (ii) has latitude in establishing the selling price; (iii) changes the product or performs part of the service; (iv) has involvement in the determination of product and service specifications.

The Group does not disclose the information about the remaining performance obligations as the performance obligations of the Group have an expected duration of one year or less.

**(d)Contract liabilities and contract costs**

A contract liability is the Group's obligation to transfer goods or services to a customer for which the Group has received a consideration (or an amount of consideration is due) from the customer.

Contract costs include incremental costs of obtaining a contract and costs to fulfil a contract. The contract costs are amortized using a method which is consistent with the pattern of recognition of the respective revenues. The Group has applied the practical expedient to recognize the contract cost relating to obtain a contract as an expense when incurred, if otherwise the amortization period is one year or less.

**2.25. Interest income**

Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

**2.26. Cost of revenues**

Cost of revenues mainly consists of service costs, advertising agency fees, channel fees, amortization of intangible assets, salaries and benefits for its operations personnel (including related share-based compensation) and others.

Service costs mainly comprised royalty payments to music content providers, revenue sharing with performers on the online karaoke and live streaming platforms, and content delivery costs that primarily consisted of servers, cloud services and bandwidth costs. Payment arrangements with music content providers are mainly calculated under pre-determined revenue sharing ratios which are determined based on the actual usage of the content. Certain arrangements require the Group to pay non-recoupable royalty in advance. The Group expenses the non-recoupable royalty on a straight-line basis over the relevant contractual periods and accrues additional royalty costs when revenue sharing during a contractual period is expected to exceed the non-recoupable royalty amounts.

**2.27. Selling and marketing expenses**

Selling and marketing expenses mainly consist of advertising expenses for branding and acquiring user traffic for the Group's online music show platforms, salaries and commissions for our sales and marketing personnel (including related share-based compensation) and intangible assets amortization. Advertising costs are included in "Selling and marketing" and are expensed when the service is received.



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**2.28. General and administrative expenses**

General and administrative expenses mainly consist of salaries and benefits for management and administrative personnel and research and development personnel (including related share-based compensation), rental and depreciation expenses related to facilities and equipment used by our research and development team, professional service expense, amortization of intangible assets and other general corporate expenses. The Group recognizes research and development related costs as expenses when incurred, as the amount of costs qualifying for capitalization has been immaterial.

**2.29. Government grants**

Grants from the government are recognized at their fair value where there is a reasonable assurance that the grant will be received and the Group will comply with all attached conditions.

**2.30. Leases**

Leases are recognized as a right-of-use asset and a corresponding liability at the date at which the leased asset is available for use by the Group.

Contracts may contain both lease and non-lease components. The Group allocates the consideration in the contract to the lease and non-lease components based on their relative stand-alone prices. Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable
- variable lease payments that are based on an index or a rate, initially measured using the index or rate as at the commencement date
- amounts expected to be payable by the Group under residual value guarantees
- the exercise price of a purchase option if the Group is reasonably certain to exercise that option, and
- payments of penalties for terminating the lease, if the lease term reflects the Group exercising that option.

Lease payments to be made under reasonably certain extension options are also included in the measurement of the liability.

The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the Group, the lessee's incremental borrowing rate is used, being the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security and conditions.

To determine the incremental borrowing rate, the group:

- where possible, uses recent third-party financing received by the individual lessee as a starting point, adjusted to reflect changes in financing conditions since third party financing was received
- uses a build-up approach that starts with a risk-free interest rate adjusted for credit risk for leases held by the Group, which does not have recent third-party financing, and
- makes adjustments specific to the lease, e.g. term, country, currency and security.

The Group is exposed to potential future increases in variable lease payments based on an index or rate, which are not included in the lease liability until they take effect. When adjustments to lease payments based on an index or rate take effect, the lease liability is reassessed and adjusted against the right-of-use asset.

Lease payments are allocated between principal and finance costs. The finance cost is charged to income statement over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability
- any lease payments made at or before the commencement date less any lease incentives received
- any initial direct costs, and
- restoration costs.

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Right-of-use assets are generally depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. If the Group is reasonably certain to exercise a purchase option, the right-of-use asset is depreciated over the underlying asset's useful life. The lease terms of building and others are generally less than six years and less than two years, respectively.

Payments associated with short-term leases of equipment and vehicles and all leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less. Low-value assets comprise IT equipment and small items of office furniture.

**2.31.Dividends distribution**

Dividend distribution to the Company's shareholders is recognized as a liability in the consolidated financial statements in the period in which the dividends are approved by the Company's shareholders or directors, where appropriate.

Distribution of non-cash assets to the Company's shareholders is recognized and measured at the fair value of the non-cash assets to be distributed. Any difference between the fair value and the carrying amount of the non-cash assets to be distributed is recognized in the income statement.

**3.Financial risk management**

**3.1.Financial risk factors**

The Group's activities expose it to a variety of financial risks: market risk (including foreign exchange risk, price risk and interest rate risk), credit risk and liquidity risk. The Group's overall risk management strategy seeks to minimize the potential adverse effects on the financial performance of the Group. Risk management is carried out by the senior management of the Group.

**(a)Market risk**

**(i)Foreign exchange risk**

The Group is exposed to foreign exchange risk arising from various currency exposures, primarily with respect to RMB and US\$. Foreign exchange risk arises when future commercial transactions or recognized assets and liabilities are denominated in a currency that is not the respective functional currency of the Group's subsidiaries. The functional currency of the Company and majority of its overseas subsidiaries is US\$ whereas the functional currency of the subsidiaries which operate in the PRC is RMB. The Group currently does not hedge transactions undertaken in foreign currencies but manages its foreign exchange risk by performing regular reviews of the Group's net foreign exchange exposures.

As of December 31, 2022, the Group's monetary assets that exposed to foreign exchange risk arising from US\$ and RMB amounted to RMB9 million (2021: RMB54 million) and RMB34 million (2021: RMB27 million), respectively, and the Group's monetary liabilities that exposed to foreign exchange risk arising from US\$ and RMB amounted to RMB5 million (2021: RMB1 million) and RMB22 million (2021: RMB33 million), respectively.

The Group performed sensitivity analysis based on the net exposure to each of the exposure arising from US\$ and RMB at end of each reporting period. As at December 31, 2021 and 2022, the impact on the post-tax profit of the Group arising from a reasonable change in the foreign exchange rates of US\$ and RMB is immaterial and therefore no quantitative impact of the sensitivity analysis is presented for foreign exchange risk.

**(ii)Price risk**

The Group is exposed to price risk because of investments held by the Group, which were classified as financial assets at fair value through other comprehensive income and other investments for 2021 and 2022. The Group is not exposed to commodity price risk.

The sensitivity analysis is determined based on the exposure to equity price risk of financial assets at fair value through other comprehensive income and other investments at the end of each reporting period. If equity prices of the respective instruments held by the Group had been 5% higher/lower, the other comprehensive income would have been approximately RMB365 million and RMB158 million higher/lower, for the years ended December 31, 2021 and 2022, respectively, and profit for the year would have been approximately RMB12 million and RMB17 million higher/lower, for the years ended December 31, 2021 and 2022, respectively.

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(iii) Interest rate risk

Other than term deposits with initial terms of over three months, restricted cash and cash and cash equivalents, the Group has no other significant interest-bearing assets.

The Group's exposure to changes in interest rates is attributable to its notes payable issued during the year ended December 31, 2021 and 2022 (Note 25), which carried at fixed rates and does not expose the Group to cash flow interest-rate risk. Accordingly, the directors of the Company do not anticipate there is any significant impact on the Group's financial performance resulted from the changes in interest rates.

(b) Credit risk

The Group is exposed to credit risk in relation to its cash and cash deposits (including term deposits) placed with banks and financial institutions, short-term investments, as well as accounts and other receivables. The carrying amount of each class of these financial assets represents the Group's maximum exposure to credit risk in relation to the corresponding class of financial assets.

The Group has policies in place to ensure that credit terms are granted to counterparties, including customers for content sublicensing, advertising agencies, third party platforms as well as entities under Tencent, with an appropriate credit history and the Group also performs periodic credit evaluations of these counterparties. Management does not expect any material loss arising from non-performance by these counterparties.

Customers for content sublicensing and the third-party platforms are reputable corporations with sound financial position. The credit quality of the advertising agencies are assessed on a regular basis based on historical settlement records and past experience.

In addition, deposits are only placed with reputable domestic or international financial institutions. There has been no recent history of default in relation to these financial institutions.

No single external customer contributed to more than 10% of the revenue of the Group for the year ended December 31, 2021 and 2022.

The Group applies the simplified approach permitted by IFRS 9, which requires expected lifetime losses to be recognized from initial recognition of the assets. The provision matrix is determined based on historical observed default rates over the expected life of the receivables with similar credit risk characteristics and is adjusted for forward-looking estimates. The historical observed default rates are updated based on the payment profiles of receivable over a period of 12 months, and changes in the forward-looking estimates are analyzed at year end. As at December 31, 2021 and 2022, loss allowance made against the gross amounts of accounts receivable were not material, accordingly, the provision matrix is not presented.

As at December 31, 2021 and 2022, the carrying amounts of accounts receivable approximated their fair values.

(c) Liquidity risk

The Group aims to maintain sufficient cash and cash equivalents and short-term investments to meet financial obligations when due. Management monitors rolling forecasts of the Group's liquidity requirements on the basis of expected cash flows and considering the maturities of financial assets and financial liabilities.

As at December 31, 2021 and 2022, the Group's major external borrowings represented the senior unsecured notes issued in September 2020, details of which are disclosed in Note 25. The contractual undiscounted cash flows of the Group's notes payable and related interest expenses in the next twelve months, more than 1 year but within 5 years and over 5 years as at December 31, 2022 are RMB98 million (FY21: RMB90 million), RMB2,425 million (FY21: RMB2,247 million) and RMB3,691 million (FY21: RMB3,443 million) respectively.

Apart from the above, majority of its financial liabilities comprised lease liabilities, accounts payable, and other payables and accruals. Except for the other payables and accruals are due for settlement contractually within 12 months, the contractual undiscounted cash flows of the Group's lease liabilities payable in the next twelve months, more than 1 year but within 5 years and over 5 years as at December 31, 2022 are RMB196 million (FY21: RMB108 million), RMB347 million (FY21: RMB209 million) and RMB27 million (FY21: RMB17 million) respectively. The contractual undiscounted cash flows of the Group's accounts payable in the next twelve months and more than 1 year but within 5 years as at December 31, 2022 are RMB5,000 million (FY21: RMB4,331 million) and RMB50 million (FY21: RMB100 million) respectively.

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**3.2.Capital risk management**

The Group's objectives on managing capital are to safeguard the Group's ability to continue as a going concern and support the sustainable growth of the Group in order to provide returns for shareholders and benefits for other stakeholders and to maintain an optimal capital structure to enhance shareholders' value in the long term.

In order to maintain or adjust the capital structure, the Group may adjust the amount of dividends paid to shareholders, return capital to shareholders, issue new shares or sell assets to reduce debt.

As at December 31, 2021 and 2022, the directors of the Company consider the risk of the Group's capital structure is remote as the Group has a net cash position.

**3.3.Fair value estimation**

The table below analyzes the Group's financial instruments carried at fair value as at December 31, 2021 and 2022 by level of the inputs to valuation techniques used to measure fair value. Such inputs are categorized into three levels within a fair value hierarchy as follows:

- Quoted prices (unadjusted) in active markets for identical assets or liabilities (level 1);
- Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices) (level 2); and
- Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) (level 3).

As at December 31, 2021 and 2022, the Group's financial instruments carried at fair values comprised financial assets at fair value through other comprehensive income (Note 18(a)) stated in the consolidated balance sheets measured at level 1 hierarchy, while other investments (Note 18(b)) and short-term investments (Note 18(c)) at level 3 fair value hierarchy.

The fair value of financial instruments traded in active markets is determined with reference to quoted market prices at the end of the reporting period. A market is regarded as active if quoted prices are readily and regularly available from an exchange, dealer, broker, industry group, pricing service, or regulatory agency, and those prices represent actual and regularly occurring market transactions on an arm's length basis. These instruments are included in level 1.

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where it is available and rely as little as possible on entity specific estimates. If all significant inputs required for evaluating the fair value of a financial instrument are observable, the instrument is included in level 2. If one or more of the significant inputs are not based on observable market data, the instrument is included in level 3.

The Group has a team of personnel who performs valuation on these level 3 instruments for financial reporting purposes. The team adopts various valuation techniques to determine the fair value of the Group's level 3 instruments. External valuation experts may also be involved and consulted when it is necessary.

The components of the level 3 instruments mainly include short-term investments and investments in unlisted companies classified as other investment. As these instruments are not traded in an active market, their fair values have been determined using various applicable valuation techniques, including discounted cash flows approach and comparable transactions approach, etc. For the years ended December 31, 2021 and 2022, the significant unobservable inputs of expected rate of return for short-term investments were 1.65% to 5.59%, and 2.25% to 4.61%, respectively. The higher the expected rate of return, the higher the fair value.

For the years ended December 31, 2021 and 2022, there was no transfer between level 1, 2 and 3 for recurring fair value measurements. Movement of the financial assets at fair value that using level 3 measurements, represented other investments (Note 18(b)) and short-term investments (Note 18(c)).

**4.Critical accounting estimates and judgments**

The preparation of financial statements requires the use of accounting estimates which, by definition, will seldom equal the actual results. Management also needs to exercise judgment in applying the Group's accounting policies.

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Estimates and judgments are continually evaluated. They are based on historical experience and other factors, including expectations of future events that may have a financial impact on the entity and that are believed to be reasonable under the circumstances.

**(a) Consolidation of VIEs**

As disclosed in Note 1.2, the Group exercises control over the VIEs and has the right to recognize and receive substantially all the economic benefits through the Contractual Arrangements. The Group considers that it controls the VIEs notwithstanding the fact that it does not hold direct equity interests in the VIEs, as it has power over the financial and operating policies of the VIEs and receive substantially all the economic benefits from the business activities of the VIEs through the Contractual Arrangements. Accordingly, all these VIEs are accounted for as controlled structured entities and their financial statements have also been consolidated by the Company.

**(b) The estimates of the lifespans of durable virtual gifts**

Users purchase certain durable virtual gifts on the Group's online karaoke and live streaming platforms and the relevant revenue is recognized based on the estimated lifespans of the virtual gifts. The estimated lifespans are determined by the management based on the expected service period derived from historical data of user relationship period.

Significant judgments are required in determining the expected service periods, including but not limited to user's historical activities patterns and churn rates. The Group has adopted a policy of assessing the estimated lifespans of virtual gifts on a regular basis whenever there is any indication of change in the expected service periods.

Any change in the estimates may result in the revenue being recognized on a different basis from that in prior periods.

**(c) Recoverability of non-financial assets**

The Group tests annually whether goodwill has suffered any impairment. Goodwill and other non-financial assets, mainly including property, plant and equipment, right-of-use assets, land use rights, intangible assets, as well as investments accounted for using equity method are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The recoverable amounts have been determined based on value-in-use calculations or fair value less costs to sell. These calculations require the use of judgments and estimates.

Management judgment is required in the area of asset impairment, particularly in assessing: (i) whether an event has occurred that may indicate that the related asset values may not be recoverable; (ii) whether the carrying value of an asset can be supported by the recoverable amount, being the higher of fair value less costs to sell and net present value of future cash flows which are estimated based upon the continued use of the asset in the business; (iii) the selection of the most appropriate valuation technique, e.g. the market approach, the income approach, as well as a combination of approaches; and (iv) the appropriate key assumptions to be applied in the adopted valuation models, including discounted cash flows and market approach. Changing the assumptions selected by management in assessing impairment, including the revenue growth rates and pre-tax discount rates assumptions adopted in the cash flow projections and selection of comparable companies adopted in the market approach, could materially affect the net present value used in the impairment test and as a result affect the Group's financial condition and results of operations. If there is a significant adverse change in the key assumptions applied, it may be necessary to take an impairment charge to income statement.

**(d) Share-based compensation arrangements**

The Group measures the cost of equity-settled transactions with employees by making reference to the fair value of the equity instruments at the date at which they are granted. The fair value is estimated using a model which requires the determination of the appropriate inputs. The Group has to estimate the expected yearly percentage of grantees that will stay within the Group at the end of the respective vesting periods of the options and awarded shares (the "Expected Retention Rate") in order to determine the amount of share-based compensation expenses to be charged to the consolidated income statement. The assumptions and models used for estimating the fair value of share-based payment transactions are disclosed in Note 24.

**(e) Income taxes**

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The Group is subject to income taxes in numerous jurisdictions. Significant judgment is required in determining the worldwide provision for income taxes. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact current income tax and deferred income tax in the period in which such determination is made.

**(f) Scope of consolidation**

Consolidation is required only if control exists. The Group controls an investee when it has all the following: (i) power over the investee; (ii) exposure, or rights, to variable returns from its involvement with the investee; and (iii) the ability to use its power over the investee to affect the amount of the Group's returns. Power results from rights that can be straightforward through voting rights or complicated in contractual arrangements. Variable returns normally encompass financial benefits and risks, but in certain cases, they also include operational values specific to the Group. These three factors cannot be considered in isolation by the Group in its assessment of control over an investee. Where the factors of control are not apparent, significant judgment is applied in the assessment, which is based on an overall analysis performed on all of the relevant facts and circumstances.

The Group is required to reassess whether it controls the investee if facts and circumstances indicate a change to one or more of the three factors of control.

**5. Revenue**

During the years ended December 31, 2020, 2021 and 2022, revenue contributed by music subscription packages, which were recognized over time, amounted to RMB5,560 million, RMB7,333 million and RMB8,699 million, respectively.

During the years ended December 31, 2020, 2021 and 2022, the majority of the revenue from online music services are recognized over time and the majority of the revenue from social entertainment services are recognized at a point in time.

As at December 2021 and 2022, incremental contract costs related to contracts with customers were not material to the Group.

The Group does not disclose the information about the remaining performance obligation as the performance obligations of the Group have an expected duration of one year or less.

Details of contract liabilities were disclosed in Note 27.

**6. Interest Income**

Interest income mainly represents interest income from bank deposits, including bank balance and term deposits.

**7. Other gains, net**

	2020	Year ended December 31,	
	RMB'million	2021	2022
		RMB'million	RMB'million
Government grants and tax rebates (note)	245	393	316
Impairment provision for investments in associates	(4)	-	-
Gains on step-up acquisition arising from business combination	19	8	141
Fair value change of investments	-	105	26
Gains/(losses) on disposal of subsidiaries	32	(10)	1
Dividend from investments	-	27	14
Others	70	30	18
	<u>362</u>	<u>553</u>	<u>516</u>

Note: There are no unfulfilled conditions or contingencies related to these subsidies.

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#### 8. Expenses by nature

	Year ended December 31,		
	2020	2021	2022
	RMB'million	RMB'million	RMB'million
Service costs (note i)	17,478	18,992	16,540
Advertising agency fees	505	667	609
Employee benefits expenses (note ii and note iii)	3,004	3,915	4,224
Promotion and advertising expenses	2,227	2,387	852

Notes:

(i) Service costs mainly comprised licensing costs, revenue sharing fees paid to content creators and content delivery costs that primarily consisted of server, cloud services and bandwidth costs.

(ii) During the years ended December 31, 2020, 2021 and 2022, the Group incurred expenses for the purpose of research and development of approximately RMB1,667 million, RMB2,339 million and RMB2,580 million, which comprised employee benefits expenses of RMB1,488 million, RMB2,050 million and RMB2,297 million, respectively. No material development expenses had been capitalized for the years ended December 31, 2020, 2021 and 2022.

(iii) Employee benefits expenses

	Year ended December 31,		
	2020	2021	2022
	RMB'million	RMB'million	RMB'million
Wages, salaries and bonuses	2,020	2,518	2,688
Welfare, medical and other expenses	373	453	508
Share-based compensation expenses	569	752	823
Contribution to pension plans	42	192	205
	<u>3,004</u>	<u>3,915</u>	<u>4,224</u>

Majority of the Group's contributions to pension plans are related to the local employees in the PRC. All local employees of the subsidiaries in the PRC participate in employee social security plans established in the PRC, which cover pension, medical and other welfare benefits. The plans are organized and administered by the governmental authorities. Other than the contributions made to these social security plans, the Group has no other material commitments owing to the employees. According to the relevant regulations, the portion of premium and welfare benefit contributions that should be borne by the companies within the Group as required by the above social security plans are principally determined based on percentages of the basic salaries of employees, subject to certain ceilings and caps imposed. These contributions are paid to the respective labor and social welfare authorities and are expensed as incurred.

#### 9. Finance costs

	Year ended December 31,		
	2020	2021	2022
	RMB'million	RMB'million	RMB'million
Interest and related expenses	99	120	115
Exchange (gains)/losses	(2)	1	(7)
	<u>97</u>	<u>121</u>	<u>108</u>

#### 10. Taxation

##### (a) Income tax expense

Income tax expense is recognized based on management's best knowledge of the income tax rates expected for the financial year.

(i) Cayman Islands

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Under the current laws of the Cayman Islands, the Company is not subject to tax on income or capital gains. Additionally, upon payment of dividends by the Company to its shareholders, no Cayman Islands withholding tax will be imposed.

(ii) Hong Kong

Under the current tax laws of Hong Kong, TME Hong Kong is subject to Hong Kong profits tax at 16.5% on its taxable income generated from the operations in Hong Kong. Dividends from TME Hong Kong is not subject to Hong Kong profits tax.

(iii) PRC

Under the Corporate Income Tax ("CIT") Law in the PRC, foreign invested enterprises and domestic enterprises are subject to a unified CIT rate of 25%, except for available preferential tax treatments, including tax concession for enterprise approved as "High and New Technology Enterprise" ("HNTE") and "Software Enterprise" ("SE"), and enterprise established in certain special economic development zones. Qualified HNTE is eligible for a preferential tax rate of 15%. Qualified SE is entitled to an exemption from income tax for the first two years, commencing from the first profitable year, and a reduction of half tax rate for the next three years.

Beijing Kuwo and a subsidiary of the Group, Guangzhou Fanxing Entertainment Information Technology Co., Ltd. ("Fanxing"), have been recognized as HNTE by relevant government authorities and were entitled to a preferential tax rate of 15% for the years ended December 31, 2020, 2021 and 2022. Guangzhou Kugou has also been recognized as HNTE by the relevant government authorities and was entitled to a preferential tax rate of 15% for the years ended December 31, 2020 and subject to the unified CIT rate of 25% for the year ended December 31, 2021 and 2022. For the years ended December 31, 2020 and 2021, Yeelion Online and TME Tech Shenzhen were entitled to a reduced tax rate of 12.5%. For the year ended December 31, 2022, Yeelion Online and TME Tech Shenzhen were recognized as HNTE by relevant government authorities and were entitled to a preferential tax rate of 15%. Yeelion Online Network Technology (Tianjin) Co., Ltd. ("Yeelion Online Tianjin") and Guangzhou Shiyinlian Software Technology Co., Ltd. ("Shiyinlian") were qualified as SE and have been entitled to tax holidays for the year ended December 31, 2020 (i.e. their first profitable year in 2019), and they were entitled to a reduced tax rate of 12.5% for the years ended December 31, 2021 and 2022.

Certain subsidiaries of the Group are entitled to other tax concession, mainly include the preferential tax rate of 15% applicable to some subsidiaries located in certain area of PRC upon fulfillment of certain requirements of the respective local government.

Furthermore, certain subsidiaries of the Group are subject to other preferential tax treatment for certain reduced tax rates ranging from 2.5% to 9%.

The income tax expense of the Group is analyzed as follows:

	2020	Year ended December 31,		2022
	RMB'million	2021		RMB'million
		RMB'million	RMB'million	RMB'million
Current income tax	634	530		604
Deferred income tax (note b)	(178)	(113)		(70)
<b>Total income tax expense</b>	<b>456</b>	<b>417</b>		<b>534</b>



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The taxation on the Group's profit before income tax differs from the theoretical amount that would arise using the tax rate of 25% for the years ended December 31, 2020, 2021 and 2022, being the tax rate of the major subsidiaries of the Group before enjoying preferential tax treatments, as follows:

	2020 RMB'million	Year ended December 31,	
		2021 RMB'million	2022 RMB'million
Profit before income tax	4,632	3,632	4,373
Tax calculated at a tax rate of 25%	1,158	908	1,093
Effects of different tax rates applicable to different subsidiaries of the Group	34	29	(22)
Effects of tax holiday on assessable profit of certain subsidiaries	(214)	(34)	-
Effects of preferential tax rate on assessable profit of certain subsidiaries	(631)	(664)	(764)
Expense not deductible for tax purposes	82	191	222
Income not subject to tax	-	(3)	-
Unrecognized deferred income tax assets	46	27	44
Utilization of previously unrecognized tax assets	(11)	(38)	(33)
Others	(8)	1	(6)
	<u>456</u>	<u>417</u>	<u>534</u>

The aggregate amount and per share effect of the tax holiday are as follows:

	2020 RMB'million	Year ended December 31,	
		2021 RMB'million	2022 RMB'million
Effects of tax holiday on assessable profit of certain subsidiaries	214	34	-
Per ordinary share effect—basic	0.06	0.01	-
Per ordinary share effect—diluted	0.06	0.01	-

The Group's profit before tax consists of:

	2020 RMB'million	Year ended December 31,	
		2021 RMB'million	2022 RMB'million
Non-PRC	(4)	(5)	219
PRC	4,636	3,637	4,154
	<u>4,632</u>	<u>3,632</u>	<u>4,373</u>

**(b)Deferred income tax**

	As at December 31,	
	2021 RMB'million	2022 RMB'million
<b>The deferred tax assets comprise temporary differences attributable to:</b>		
Prepayments	134	134
Deferred revenue	83	49
Accruals	118	159
Others	15	9
Total deferred tax assets	350	351
Set-off of deferred tax liabilities pursuant to set-off provisions	(4)	(4)
Net deferred tax assets	<u>346</u>	<u>347</u>
<b>The deferred tax liabilities comprise temporary differences attributable to:</b>		
Intangible assets acquired in business combinations	275	215
Total deferred tax liabilities	275	215
Set-off of deferred tax liabilities pursuant to set-off provisions	(4)	(4)
Net deferred liabilities	<u>271</u>	<u>211</u>

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The recovery of deferred income tax:

	As at December 31,	
	2021 RMB'million	2022 RMB'million
Deferred tax assets:		
to be recovered after more than 12 months		48
to be recovered within 12 months	298	335
	<u>346</u>	<u>347</u>
Deferred tax liabilities:		
to be recovered after more than 12 months	201	152
to be recovered within 12 months	70	59
	<u>271</u>	<u>211</u>

The movements of deferred income tax assets were as follows:

	Prepayment and other investments RMB'million	Deferred revenue RMB'million	Accruals RMB'million	Others RMB'million	Total RMB'million
<b>At January 1, 2021</b>	105	55	136	12	308
Credited/(charged) to income statement	29	28	(18)	3	42
<b>At December 31, 2021</b>	134	83	118	15	350
(Charged)/credited to income statement	-	(34)	41	(6)	1
<b>At December 31, 2022</b>	<u>134</u>	<u>49</u>	<u>159</u>	<u>9</u>	<u>351</u>

The Group only recognizes deferred income tax assets for cumulative tax losses if it is probable that future taxable amounts will be available to utilize those tax losses. Management will continue to assess the recognition of deferred income tax assets in future reporting periods. As at December 31, 2021 and 2022, the Group did not recognize deferred income tax assets of RMB130 million and RMB136 million respectively in respect of cumulative tax losses amounting to RMB674 million and RMB671 million respectively. These tax losses will expire from 2023 to 2027.

The movements of deferred income tax liabilities were as follows:

	Intangible assets RMB'million
<b>At January 1, 2021</b>	270
Credited to income statement	(71)
Business combinations	76
<b>At December 31, 2021</b>	275
Credited to income statement	(69)
Business combinations	9
<b>At December 31, 2022</b>	<u>215</u>

11. Earnings per share

(a) Basic earnings per share

Basic earnings per share ("EPS") is calculated by dividing the profit attributable to equity holders of the Company by the weighted average number of ordinary shares outstanding during the year.

(b) Diluted earnings per share

For the calculation of diluted earnings per share, weighted average number of ordinary shares outstanding is adjusted by the effect of dilutive securities, including share-based awards in respect of share options and RSU as well as puttable shares, under the treasury stock method (collectively forming the denominator for computing the diluted earnings per share). Potentially dilutive securities, including

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share options, RSU and puttable shares, have been excluded from the computation of weighted average number of ordinary shares for the purpose of diluted earnings per share if their inclusion is anti-dilutive. No adjustments is made to earnings (numerator).

The following table sets forth the computation of basic and diluted earnings per share:

	2020	Year ended December 31, 2021	2022
	RMB'million	RMB'million	RMB'million
<b>Earnings</b>			
Net profit attributable to equity holders of the Company	4,155	3,029	3,677
<b>Shares</b>			
	2020	Year ended December 31, 2021	2022
Number of shares			
Weighted average ordinary shares outstanding, used in computing basic earnings per share	3,313,527,847	3,321,067,177	3,203,995,973
Dilution effect- adjustments for share options and RSUs	46,932,912	41,978,580	30,511,383
Shares used in computing diluted earnings per share	3,360,460,759	3,363,045,757	3,234,507,356
<b>RMB</b>			
Basic earnings per share for Class A and Class B ordinary shares	1.25	0.91	1.15
Diluted earnings per share for Class A and Class B ordinary shares	1.24	0.90	1.14
Basic earnings per ADS	2.51	1.82	2.30
Diluted earnings per ADS	2.47	1.80	2.27

Note: One ADS represents two Class A ordinary shares of the Company.

For the years ended December 31, 2020, 2021 and 2022, certain share options, certain RSU and puttable shares that were anti-dilutive and being excluded from the calculation of diluted earnings per share were immaterial on a weighted average basis.

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12. Property, plant and equipment

	Servers and network equipment RMB 'million	Leasehold improvements RMB 'million	Construction in progress RMB 'million	Office furniture, equipment and others RMB 'million	Total RMB 'million
<b>At January 1, 2021</b>					
Cost	315	67	4	66	452
Accumulated depreciation	(204)	(43)	-	(29)	(276)
Net book amount	111	24	4	37	176
<b>Year ended December 31, 2021</b>					
Opening net book amount	111	24	4	37	176
Additions	32	81	33	46	192
Business combinations	1	-	-	1	2
Disposals	(1)	(6)	-	(21)	(28)
Depreciation charge	(59)	(19)	-	(21)	(99)
Closing net book amount	84	80	37	42	243
<b>At December 31, 2021</b>					
Cost	344	137	37	91	609
Accumulated depreciation	(260)	(57)	-	(49)	(366)
Net book amount	84	80	37	42	243
<b>Year ended December 31, 2022</b>					
Opening net book amount	84	80	37	42	243
Transfer from construction in progress	-	7	(7)	-	-
Additions	23	23	102	23	171
Disposals	-	(1)	-	-	(1)
Depreciation charge	(37)	(25)	-	(28)	(90)
Closing net book amount	70	84	132	37	323
<b>At December 31, 2022</b>					
Cost	354	166	132	95	747
Accumulated depreciation	(284)	(82)	-	(58)	(424)
Net book amount	70	84	132	37	323

During the years ended December 31, 2020, 2021 and 2022, depreciation was charged to the consolidated income statements as follows:

	2020 RMB'million	Year ended December 31, 2021 RMB'million	2022 RMB'million
Cost of revenues	74	66	46
Selling and marketing expenses	1	-	-
General and administrative expenses	26	33	44
	101	99	90

13. Land use rights

	2021 RMB'million	Year ended December 31, 2022 RMB'million
Net book amount at January 1	-	1,495
Additions	1,504	1,052
Amortization charge	(9)	(67)
Net book amount at December 31	1,495	2,480

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In October 2021 and March 2022, the Group acquired land use rights with consideration of approximately RMB1.5 billion and RMB1.05 billion, respectively. The land use rights mainly represent prepaid operating lease payments in respect of land in the Mainland China with lease period ranging from 30 to 40 years.

**14.Right-of-use assets**

The carrying amounts of right-of-use assets are as below:

	Buildings RMB'million	Others RMB'million	Total RMB'million
Net book amount at January 1, 2021	309	2	311
Inception of new leases	117	-	117
Depreciation charge	(122)	(1)	(123)
Disposals	(22)	-	(22)
Net book amount at December 31, 2021	<u>282</u>	<u>1</u>	<u>283</u>
Inception of new leases	267	-	267
Depreciation charge	(146)	-	(146)
Disposals	(5)	(1)	(6)
Net book amount at December 31, 2022	<u>398</u>	<u>-</u>	<u>398</u>

The interest expense arising from lease liabilities (included in finance costs) and expenses related to short-term leases (included in cost of revenue and expenses) are as below:

	2020 RMB'million	2021 RMB'million	2022 RMB'million
Interest expense (included in finance costs)	9	15	19
Expense relating to short-term leases (included in cost of revenues and expenses)	238	331	208

During the years ended December 31, 2021 and 2022, the leases of low value were immaterial and there were no lease with variable lease payment.

The total cash outflow in financing activities for leases in the years ended December 31, 2020, 2021 and 2022 was RMB84 million, RMB130 million and RMB151 million, respectively, including principal elements of lease payments of approximately RMB78 million, RMB116 million and RMB130 million, and related interest paid of approximately RMB6 million, RMB14 million and RMB21 million, respectively.

Accordingly, the total cash outflow for leases in the years ended December 31, 2020, 2021 and 2022 was RMB348 million, RMB461 million, RMB359 million, respectively.

The Group considered the leases as single transactions in which the asset and liability are integrally linked and no net temporary difference at inception. As at December 31, 2021 and 2022, net temporary difference arose on settlement of the liability and the amortization of the leased asset on which deferred tax was immaterial.

During the years ended December 31, 2020, 2021 and 2022, the leases of low value items were immaterial and there were no lease with variable lease payment.

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15. Intangible assets

	Domain name, trademark and Internet audio/video program transmission license RMB'million	Copyrights RMB'million	Supplier resources RMB'million	Corporate customer relationships RMB'million	Non-compete agreement RMB'million	Others RMB'million	Total RMB'million
<b>At January 1, 2021</b>							
Cost	1,340	1,554	335	185	156	160	3,730
Accumulated amortization	(519)	(524)	(226)	(181)	(138)	(122)	(1,710)
Net book amount	821	1,030	109	4	18	38	2,020
<b>Year ended December 31, 2021</b>							
Opening net book amount	821	1,030	109	4	18	38	2,020
Additions	-	1,036	-	-	-	28	1,064
Business combinations	217	112	-	19	5	171	524
Amortization charge	(132)	(517)	(52)	(7)	(5)	(66)	(779)
Closing net book amount	906	1,661	57	16	18	171	2,829
<b>At December 31, 2021</b>							
Cost	1,557	2,672	335	204	161	357	5,286
Accumulated amortization	(651)	(1,011)	(278)	(188)	(143)	(186)	(2,457)
Net book amount	906	1,661	57	16	18	171	2,829
<b>Year ended December 31, 2022</b>							
Opening net book amount	906	1,661	57	16	18	171	2,829
Additions	-	400	-	-	-	26	426
Business combinations (Note 28)	93	8	2	40	15	28	186
Disposals	-	(149)	-	-	-	-	(149)
Amortization charge	(140)	(658)	(53)	(9)	(7)	(57)	(924)
Closing net book amount	859	1,262	6	47	26	168	2,368
<b>At December 31, 2022</b>							
Cost	1,650	2,826	336	244	176	404	5,636
Accumulated amortization	(791)	(1,564)	(330)	(197)	(150)	(236)	(3,268)
Net book amount	859	1,262	6	47	26	168	2,368

During the years ended December 31, 2020, 2021 and 2022, amortization was charged to the consolidated income statements as follows:

	2020 RMB'million	Year ended December 31, 2021 RMB'million	2022 RMB'million
Cost of revenues	434	577	722
Selling and marketing expenses	41	19	11
General and administrative expenses	162	183	191
	637	779	924

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16. Goodwill

	Year ended December 31,	
	2021 RMB'million	2022 RMB'million
At January 1	17,492	19,121
Business combinations	1,641	372
Disposals	(12)	-
At December 31	19,121	19,493

For the purpose of goodwill impairment tests, goodwill was allocated to the group of CGUs below the level of operating segment of the Group. Goodwill of approximately RMB17.8 billion, mainly arose from the Merger in 2016 (Note 1.1) and the acquired long-form audio company was allocated to the related online music and social entertainment operations. The remaining goodwill was related to certain other business acquired.

The Group carries out its impairment testing on goodwill at each year end by comparing the recoverable amounts of CGUs to their carrying amounts. The recoverable amount of CGUs is the higher of its fair value less costs of disposal and its value in use. The Group adopted value in use for all of the goodwill impairment assessment except for that of overseas business which adopted fair value less costs of disposal.

For online music and social entertainment operations as stated above, value in use using discounted cash flows was calculated based on five-year financial projections with an average compound annual revenue growth of not more than 5% (2021: not more than 5%) plus a terminal value related to cash flows beyond the projection period extrapolated at an estimated terminal growth rate of not more than 3% (2021: not more than 3%). Pre-tax discount rate of 14.0% (2021: 14.0%) was applied, which reflected assessment of time value and specific risks relating to the industries that the Group operates in. For the other business, value in use using discounted cash flows was calculated, generally, based on five-year financial projections with an average compound annual revenue growth of not more than 14% (2021: not more than 26%) plus an estimated terminal growth rate of not more than 3% (2021: not more than 3%). Pre-tax discount rates of 16.0% (2021: 16.0%) were applied, which reflected assessment of time value and specific risks relating to the industries that the Group operates in. In respect of the market approach adopted, the fair value less costs of disposal was primarily determined based on ratios of enterprise value to revenue of several comparable public companies (range: 0.5x – 2.8x), where the fair value was determined as level 3 according to the principle set out in Note 3.3. The comparable public companies were chosen based on factors such as industry similarity, company size, profitability and financial risks etc.

Management leveraged their experiences in the industries and provided forecast based on past performance and their anticipation of future business and market developments.

Management has not identified reasonably possible change in key assumptions that could cause carrying amounts of the above CGUs applied discounted cash flows method to exceed their respective recoverable amounts as material headroom resulted from the impairment reviews over their respective carrying amounts. No impairment had been recognized for the years ended December 31, 2021 and 2022.

17. Investments accounted for using equity method

	As at December 31,	
	2021 RMB'million	2022 RMB'million
Investments in associates	3,522	4,249
Investments in joint ventures	77	81
	3,599	4,330

	Year ended December 31,		
	2020 RMB'million	2021 RMB'million	2022 RMB'million
Share of profit/(loss) of investments accounted for using equity method:			
Associates	23	(45)	40
Joint ventures	(4)	(2)	(2)
	19	(47)	38

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Movement of investments in associates and joint ventures is analyzed as follows:

	Year ended December 31,	
	2021 RMB'million	2022 RMB'million
At January 1	2,255	3,599
Additions (note i)	1,550	511
Share of (loss)/profit, net	(47)	38
Share of other comprehensive income	4	75
Step acquisition accounted for as business combination	(26)	(93)
Capital reduction	-	(21)
Currency translation differences	(60)	295
Dividend received	(77)	(74)
At December 31	<u>3,599</u>	<u>4,330</u>

Notes:

(i) In January 2021, the Group completed the additional investment in certain equity interests in a consortium, Concerto Partners LLC ("Concerto"), which is led by Tencent to acquire equity stake in Universal Music Group ("UMG") with same proportion of the Group's equity stake as 9.94%, for an investment consideration of EUR161 million (equivalent to approximately RMB1,270 million). According to the shareholders agreement of Concerto, the Group is able to participate in certain key decision making process of Concerto and therefore, this investment is accounted for as investment in an associate.

(ii) Both external and internal sources of information of associates are considered in assessing whether there is any indication that the investments maybe impaired, including but not limited to their financial positions, business performances and market capitalization. During the years ended December 31, 2021 and 2022, no impairment loss was recognized.

There are no material contingent liabilities relating to the Group's interests in the investments accounted for using equity method.

**18. Financial assets at fair value**

**(a) Financial assets at fair value through other comprehensive income**

As at December 31, 2021 and 2022, the Group's financial assets at fair value through other comprehensive income mainly represented its listed equity investment in Spotify Technology S.A. ("Spotify") and Warner Music Group Corp ("WMG").

Movement of financial assets at fair value through other comprehensive income is analyzed as follows:

	Year ended December 31,	
	2021 RMB'million	2022 RMB'million
<b>Listed equity investments</b>		
At January 1	9,771	7,302
Disposals	(163)	-
Fair value change	(2,128)	(4,517)
Currency translation differences	(178)	383
At December 31	<u>7,302</u>	<u>3,168</u>



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(b) Other investments

Other investments represent financial assets at fair value through profit or loss. Movement of other investments is analyzed as follows:

	Year ended December 31,	
	2021 RMB'million	2022 RMB'million
At January 1	386	236
Additions	-	160
Fair value change	53	-
Disposal	(200)	(74)
Currency translation differences	(3)	19
At December 31	236	341
Of which are:		
Current	37	37
Non-current	199	304
	236	341

(c) Short-term investments

Short-term investments represent investments issued by commercial banks in the PRC with a variable return and accounted for as financial assets at fair value through profit or loss. Movement of short-term investments is analyzed as follows:

	Year ended December 31,	
	2021 RMB'million	2022 RMB'million
At January 1	-	1,029
Additions	5,616	160
Business combinations	100	-
Fair value change	52	26
Disposal	(4,739)	(1,215)
At December 31	1,029	-

19. Prepayments, deposits and other assets

	As at December 31,	
	2021 RMB'million	2022 RMB'million
<b>Included in non-current assets</b>		
Prepaid content royalties	743	603
Others	-	106
	743	709
<b>Included in current assets</b>		
Prepaid content royalties	1,755	1,606
Value-added tax recoverable	136	181
Prepaid vendors deposits and other receivables	404	647
Prepaid promotion and other expenses	329	399
Receivable from Tencent (Note 32(b))	51	72
Others	56	53
	2,731	2,958

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20. Accounts receivable

	As at December 31,	
	2021 RMB'million	2022 RMB'million
Accounts receivable	3,630	2,731
Less: loss allowance for expected credit losses	(20)	(61)
Accounts receivable, net	3,610	2,670
Ageing analysis of the accounts receivable based on invoice date:		
Up to 3 months	2,804	2,127
3 to 6 months	321	119
Over 6 months	505	485
	3,630	2,731

The loss allowances for accounts receivable as at December 31, 2021 and 2022 reconciled to the opening loss allowances as follows:

	Year ended December 31,	
	2021 RMB'million	2022 RMB'million
At January 1	14	20
Provision for loss allowance recognized in income statement	9	47
Receivables written off during the year as uncollectible	(3)	(6)
At December 31	20	61

21. Term deposits and cash and cash equivalents

(a) Term deposits

As at December 31, 2021 and 2022, the Group's term deposits were denominated in RMB and US\$.

As at December 31, 2021 and 2022, the carrying amounts of the term deposits with initial terms of over three months approximated their fair values.

(b) Restricted cash

As at December 31, 2022, restricted cash held at banks of RMB34 million (December 31, 2021: Nil) were mainly denominated in RMB, represents restricted deposits used as security against certain lawsuits.

(c) Cash and cash equivalents

	As at December 31,	
	2021 RMB'million	2022 RMB'million
Cash at bank	6,591	9,153
Term deposits with initial terms within three months	-	402
	6,591	9,555

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22.Share capital

	Number of issued shares*	Share capital RMB'million	Additional paid-in capital RMB'million	Shares held for share award schemes RMB'million	Treasury Shares RMB'million
<b>Balance January 1, 2020</b>					
(US\$0.00083 par value; 4,800,000,000 shares authorized)	3,355,065,938	2	34,425	(31)	-
Employee share award schemes					
-Exercise of share options/ RSUs (note i)	-	-	619	-	-
-Shares held for share award schemes (note ii)	-	-	-	(47)	-
-Shares allotted and issued for share award schemes (note iii)	30,077,800	-	-	-	-
Repurchase of ordinary shares (note iv)	-	-	-	-	(134)
<b>Balance December 31, 2020</b>					
(US\$0.00083 par value; 4,800,000,000 shares authorized)	3,385,143,738	2	35,044	(78)	(134)
Expiry of put right of puttable ordinary shares (note v)	-	-	535	-	-
Employee share award schemes					
-Exercise of share options/ RSUs (note i)	-	-	659	-	35
-Shares held for share award schemes (note ii)	-	-	-	(105)	-
Issuance of ordinary shares	5,010,526	-	-	-	-
Repurchase of ordinary shares (note iv)	-	-	-	-	(3,561)
<b>Balance December 31, 2021</b>					
(US\$0.00083 par value; 4,800,000,000 shares authorized)	3,390,154,264	2	36,238	(183)	(3,660)
Employee share award schemes					
-Exercise of share options/ RSUs (note i)	-	-	218	-	356
-Shares held for share award schemes (note ii)	-	-	-	(19)	-
-Shares allotted and issued for share award schemes (note iii)	42,000,000	-	-	-	-
Repurchase of ordinary shares (note iv)	-	-	-	-	(3,045)
Shares cancellation	(2)	-	-	-	-
<b>Balance December 31, 2022</b>					
(US\$0.00083 par value; 4,800,000,000 shares authorized)	3,432,154,262	2	36,456	(202)	(6,349)

As at December 31, 2021 and 2022, analysis of the Company's issued shares is as follows:

	As at December 31, 2021		As at December 31, 2022	
	Number of issued shares	Share capital RMB'million	Number of issued shares	Share capital RMB'million
Class A ordinary shares	1,675,015,086	1	1,717,015,084	1
Class B ordinary shares	1,715,139,178	1	1,715,139,178	1
	<u>3,390,154,264</u>	<u>2</u>	<u>3,432,154,262</u>	<u>2</u>

\* All issued shares were fully paid as at December 31, 2021 and 2022.

(i) During the years ended December 31, 2021 and 2022, the Company transferred 983,764 and 11,906,200 Class A ordinary shares from the Treasury shares to the grantees for the exercise of share options/RSUs, respectively.

(ii) During the years ended December 31, 2020, 2021 and 2022, the Share Scheme Trust withheld 1,046,852, 1,878,732 and 1,188,136 Class A ordinary shares of the Company for an amount of approximately RMB47 million, RMB105 million and RMB19 million which had been deducted from the equity.

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(iii) As at December 31, 2021, and 2022, 16,297,722 and 53,270,922 Class A ordinary shares are held in the Share Scheme Trust for the purpose of granting awarded shares to the participants under the Share Award Schemes, respectively.

In September 2022, the Company issued 42,000,000 Class A ordinary shares to a wholly owned subsidiary of the Company, for future granting of awards under the Company's share incentive plans and/or such other purposes as the Company may determine in its absolute discretion.

(iv) Repurchase of shares

In December 2019, the board of directors of the Company authorized a share repurchase scheme under which the Company might repurchase up to US\$400 million of its Class A ordinary shares in the form of ADSs during a twelve-month period commencing on December 15, 2019.

During the year ended December 31, 2020, the Company repurchased 1,936,742 ADSs from open market, at an aggregate consideration of approximately US\$19 million.

In March 2021, the board of directors of the Company authorized another share repurchase program (the "Share Repurchase Program"), under which the Company may repurchase up to US\$1 billion of its Class A ordinary shares in the form of ADSs (the "Repurchase Amount"). The first half of the Repurchase Amount has been completed during a twelve-month period commencing on March 29, 2021 while the second half of the Amount has been approved to perform during a twelve-month period commencing on December 15, 2021.

During the years ended December 31, 2021 and 2022, the Company repurchased 49,046,329 and 84,780,686 ADSs from the open market, at an aggregate consideration of approximately US\$553 million and US\$447 million in cash, respectively, under the Share Repurchase Program.

The Company accounts for the repurchased ordinary shares as treasury stock under the cost method, and records it as a component of the shareholders' equity.

In 2022, the Company executed certain cash-enhanced share repurchase transactions under the Share Repurchase Program with third-party financial institutions with agreements to repurchase its shares at pre-determined purchase prices. The transactions expired in 2022 with no shares being repurchased. The Company received US\$9.16 million (equivalent to approximately RMB75 million), as premiums derived according to the terms of these transactions. These premiums were recognized directly within equity.

(v) Puttable ordinary shares

From January to March 2018, the Company allotted and issued 24,757,517 ordinary shares of the Company to certain investors for an aggregate consideration of US\$123 million (equivalent to approximately RMB803 million). The consideration comprised cash proceeds of US\$67 million (equivalent to approximately RMB437 million) and business cooperation arrangements, in form of content cooperation, valued at approximately US\$56 million (equivalent to approximately RMB365 million).

These shares rank pari passu in all respects with the shares in issue except that there is lock up period of 3 years on these shares and the holders have the right to sell their shares to the Company during the lock up period at a pre-determined price ("Put Right"). This arrangement is accounted for as compound instrument under share-based compensation arrangement with a debt component, representing the holders' right to demand payment by exercising the Put Right, which is accounted for as cash-settled share-based compensation and the residual is an equity component accounted for as equity-settled share-based compensation.

Upon the issuance, the present value of the estimated outflows of cash in relation to the Put Right of approximately US\$67 million (equivalent to approximately RMB437 million) was recognized as a liability and subsequently measured at fair value. The residual balance of approximately US\$56 million (equivalent to approximately RMB365 million) is accounted for as an equity-settled share-based compensation and recognized in equity. In January 2021, the Put Right expired and a carrying amount of RMB535 million of the relevant liability was derecognized and reclassified to equity accordingly.

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23. Other reserves

	Share-based compensation reserve RMB'million	Contribution from ultimate holding company RMB'million	PRC statutory reserve RMB'million	Foreign currency translation reserve RMB'million	Fair value reserve RMB'million	Others RMB'million	Total other reserves RMB'million
<b>At January 1, 2020</b>	1,470	463	94	712	356	(908)	2,187
Currency translation differences	-	-	-	(1,286)	-	-	(1,286)
Fair value changes on financial assets at fair value through other comprehensive income	-	-	-	-	5,219	-	5,219
Share of other comprehensive loss of an associate	-	-	-	-	-	(9)	(9)
Share based compensation	569	-	-	-	-	-	569
Exercise of share options/ RSUs	(429)	-	-	-	-	-	(429)
Additional investments in non- wholly owned subsidiaries	-	-	-	-	-	(2)	(2)
Profit appropriations to PRC statutory reserves	-	-	51	-	-	-	51
<b>At December 31, 2020</b>	1,610	463	145	(574)	5,575	(919)	6,300
Currency translation differences	-	-	-	(378)	-	-	(378)
Fair value changes on financial assets at fair value through other comprehensive income	-	-	-	-	(2,128)	-	(2,128)
Transfer of gains on disposal of financial instruments to retained earnings	-	-	-	-	(56)	-	(56)
Share of other comprehensive income of associates	-	-	-	-	-	4	4
Share based compensation	647	-	-	-	-	-	647
Exercise of share options/ RSUs	(646)	-	-	-	-	-	(646)
Additional investments in a non- wholly owned subsidiary	-	-	-	-	-	(19)	(19)
Profit appropriations to PRC statutory reserves	-	-	2	-	-	-	2
<b>At December 31, 2021</b>	1,611	463	147	(952)	3,391	(934)	3,726
Capitalization of retained earnings of a subsidiary under a group restructuring	-	-	-	-	-	5,750	5,750
Currency translation differences	-	-	-	916	-	-	916
Fair value changes on financial assets at fair value through other comprehensive income	-	-	-	-	(4,517)	-	(4,517)
Share of other comprehensive income of associates	-	-	-	-	-	75	75
Share based compensation	665	-	-	-	-	-	665
Exercise of share options/ RSUs	(569)	-	-	-	-	-	(569)
Additional investments in a non- wholly owned subsidiary	-	-	-	-	-	(50)	(50)
Profit appropriations to PRC statutory reserves	-	-	69	-	-	-	69
Other equity transactions (Note 22(iv))	-	-	-	-	75	-	75
<b>At December 31, 2022</b>	<b>1,707</b>	<b>463</b>	<b>216</b>	<b>(36)</b>	<b>(1,051)</b>	<b>4,841</b>	<b>6,140</b>

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24. Share based compensation

(a) Share-based compensation plans of the Company

The Group has adopted three share-based compensation plans, namely, the 2014 Share Incentive Plan, the 2017 Restricted Share Scheme and the 2017 Option Plan.

(i) 2014 Share Incentive Plan

2014 Share Incentive Plan was approved by the then board of directors of the Company in October 2014 prior to the Merger. According to the 2014 Share Incentive Plan, 96,704,847 ordinary shares have been reserved to be issued to any qualified employees, directors, non-employee directors, and consultants as determined by the board of directors of the Company. The options will be exercisable only if option holder continues employment or provides services through each vesting date. The maximum term of any issued stock option is ten years from the grant date.

Some granted options follow the first category vesting schedule, one-fourth (1/4) of which shall vest and become exercisable upon the first anniversary of the date of grant and one-eighth (1/8) of which shall vest and become exercisable on each half of a year anniversary thereafter. Some granted options follow the second category vesting schedule, one-fourth (1/4) of which shall vest upon the first anniversary of the grant date and one-sixteenth (1/16) of which shall vest on each three months thereafter. Under the second category vesting schedule, in the event of the Company's completion of an IPO or termination of the option holder's employment agreement by the Company without cause, the vesting schedule shall be accelerated by a one-year period (which means that the whole vesting schedule shall be shortened from four years to three years). For the third category vesting schedule, all options shall vest upon the first anniversary of the grant date, and in the event of the Company's completion of an IPO.

The option holders may elect at any time to exercise any part or all of the vested options before the expiry date.

	Number of options	Weighted- average exercise price (US\$)	Weighted- average grant date fair value (US\$)
Outstanding as at January 1, 2020	13,897,304	0.23	1.92
Exercised	(7,866,422)	0.23	1.91
Forfeited	(46,982)	0.27	1.91
Outstanding as at December 31, 2020	5,983,900	0.23	1.93
Vested and expected to vest as at December 31, 2020	5,983,900	0.23	1.93
Exercisable as at December 31, 2020	5,983,900	0.23	1.93
Non vested as at December 31, 2020	-	-	-
Outstanding as at January 1, 2021	5,983,900	0.23	1.93
Exercised	(2,992,122)	0.24	1.92
Outstanding as at December 31, 2021	2,991,778	0.22	1.94
Vested and expected to vest as at December 31, 2021	2,991,778	0.22	1.94
Exercisable as at December 31, 2021	2,991,778	0.22	1.94
Non vested as at December 31, 2021	-	-	-
Outstanding as at January 1, 2022	2,991,778	0.22	1.94
Exercised	(1,579,006)	0.23	1.94
Outstanding as at December 31, 2022	1,412,772	0.22	1.93
Vested and expected to vest as at December 31, 2022	1,412,772	0.22	1.93
Exercisable as at December 31, 2022	1,412,772	0.22	1.93
Non vested as at December 31, 2022	-	-	-

The weighted average price of the shares at the time these options were exercised was US\$6.76 per share (equivalent to approximately RMB43.08), US\$9.90 per share (equivalent to approximately RMB63.07) and US\$2.85 per share (equivalent to approximately RMB19.63) during the years ended December 31, 2020, 2021 and 2022.

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Share options outstanding at the end of the year have the following expiry date and exercise prices:

Expiry date	Exercise price	December 31, 2021	December 31, 2022
10 years commencing from the date of grant of options	US\$0.000076	485,544	256,210
	US\$0.27	2,506,234	1,156,562
<b>Total</b>		<b>2,991,778</b>	<b>1,412,772</b>
Weighted average remaining contractual life of options outstanding at end of year:		<b>3.97</b>	<b>2.91</b>

(ii) 2017 Restricted Share Scheme and 2017 Option Plan

Following the completion of the Merger, the Company has reserved certain ordinary shares to be issued to any qualified employees of Tencent Music Business transferred to the Group.

Pursuant to the RSUs agreements under the 2017 Restricted Share Scheme, subject to grantee's continued services to the Group through the applicable vesting date, some RSUs follow the first category of vesting schedule, one-fourth (1/4) of which shall vest eighteen months after grant date, and one-fourth (1/4) every year after. Some granted RSUs shall follow the second vesting schedule, half (1/2) shall vest six months after grant date, and the other half shall vest six months thereafter. Other granted RSUs shall follow the third vesting schedule, which were divided into range of half, one to third and one to fourth tranches on an equal basis as at their grant dates, and the tranches will become exercisable in each subsequent year.

Movements in the number of RSUs for the years ended December 31, 2020, 2021 and 2022 are as follows:

	Number of awarded shares		
	2020	2021	2022
Outstanding as at January 1	26,659,516	41,011,362	43,728,098
Granted	24,156,236	19,136,384	35,601,446
Vested	(7,732,794)	(13,096,270)	(14,787,382)
Forfeited	(2,071,596)	(3,323,378)	(5,078,812)
<b>Outstanding as at December 31</b>	<b>41,011,362</b>	<b>43,728,098</b>	<b>59,463,350</b>
Expected to vest as at December 31	37,672,420	39,425,569	53,009,743

The fair value of the restricted shares was calculated based on the fair value of ordinary shares of the Company. The weighted average fair value of restricted shares granted during the years ended December 31, 2020, 2021 and 2022 was US\$6.68 per share (equivalent to approximately RMB42.57 per share), US\$5.82 per share (equivalent to approximately RMB37.06 per share) and US\$2.15 per share (equivalent to approximately RMB14.83 per share), respectively.

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Share options granted are generally subject to a four-batch vesting schedule as determined by the board of directors upon the grant. One-fourth (1/4) of which shall vest nine months or eighteen months after grant date, respectively, as provided in the grant agreement, and one-fourth (1/4) of which vest upon every year thereafter.

	Number of options	Weighted-average exercise price (US\$)	Weighted-average grant date fair value (US\$)
Outstanding as at January 1, 2020	26,640,508	3.43	2.39
Granted	4,992,390	6.44	2.70
Exercised	(10,026,018)	2.64	1.92
Forfeited	(455,694)	6.27	3.01
Outstanding as at December 31, 2020	21,151,186	4.45	2.68
Vested and expected to vest as at December 31, 2020	20,097,190	4.44	2.68
Exercisable as at December 31, 2020	4,762,058	3.05	2.74
Non vested as at December 31, 2020	16,389,128	4.86	2.66
Outstanding as at January 1, 2021	21,151,186	4.45	2.68
Granted	8,543,982	5.54	2.81
Exercised	(4,360,740)	1.92	2.26
Forfeited	(541,488)	5.70	2.90
Outstanding as at December 31, 2021	24,792,940	5.24	2.79
Vested and expected to vest as at December 31, 2021	23,552,634	5.21	2.79
Exercisable as at December 31, 2021	9,580,612	4.00	2.64
Non vested as at December 31, 2021	15,212,328	6.03	2.88
Outstanding as at January 1, 2022	24,792,940	5.24	2.79
Granted	24,957,454	2.05	1.02
Exercised	(566,612)	0.68	2.67
Forfeited	(1,079,240)	4.78	2.25
Outstanding as at December 31, 2022	48,104,542	3.65	1.89
Vested and expected to vest as at December 31, 2022	45,601,007	3.68	1.91
Exercisable as at December 31, 2022	14,272,122	4.93	2.75
Non vested as at December 31, 2022	33,832,420	3.11	1.52

The weighted average price of the shares at the time these options were exercised was US\$7.66 per share (equivalent to approximately RMB48.81), US\$9.52 per share (equivalent to approximately RMB60.68) and US\$3.13 per share (equivalent to approximately RMB21.59) during the years ended December 31, 2020, 2021 and 2022, respectively.

The fair value of share options were valued using the Binomial option-pricing model.

Assumptions used in the Binomial option-pricing model are presented below:

	Year ended December 31,		
	2020	2021	2022
Risk free interest rate	0.71%-0.91%	1.22%-1.63%	2.15%-2.92%
Expected dividend yield	0%	0%	0%
Expected volatility	40%-42.5%	43.5%-50%	55%-60%
Exercise multiples	2.2-2.8	2.2-2.8	2.2-2.8
Contractual life	10 years	10 years	10 years



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Share options outstanding at the end of the year have the following expiry date and exercise prices:

Expiry date	Exercise price	December 31,	
		2021	2022
10 years commencing from the date of grant of options	US\$0.27	1,271,442	818,024
	US\$1.93	-	15,952,792
	US\$2.24-US\$2.32	4,270,392	12,871,384
	US\$3.32	307,792	307,792
	US\$4.04 ~ US\$4.24	579,952	579,952
	US\$5.29	6,327,742	5,803,160
	US\$6.20 ~ US\$6.37	4,241,962	4,015,280
	US\$7.05 ~ US\$7.61	7,624,578	7,587,078
	US\$9.53	169,080	169,080
Total		24,792,940	48,104,542
Weighted average remaining contractual life of options outstanding at end of year:		7.84	8.12

(b) Share-based compensation plans of Tencent

Tencent operates a number of share-based compensation plans (including share option scheme and share award scheme) and granted certain share options and shares awards to the employees of the Group prior to the Merger in July 2016 or any employees of Tencent Group transferred to the Group. No new grant to the employees of the Group by Tencent occurred during the years ended December 31, 2020, 2021 and 2022. As at December 31, 2022, there was no share options exercisable or RSUs under share-based compensation plans of Tencent.

(c) Expected retention rate of grantees

The Group has to estimate the expected yearly percentage of grantees that will stay within the Group at the end of the vesting periods of the options and awarded shares (the "Expected Retention Rate") in order to determine the amount of share-based compensation expenses charged to the consolidated income statement. As at December 31, 2021 and 2022, the Expected Retention Rate of the Group was assessed to be 87%-95%.

25. Notes payable

Included in non-current liabilities	As at December 31,	
	2021 RMB'million	2022 RMB'million
Notes payable	5,062	5,536

In September 2020, the Company issued two tranches of senior unsecured notes with an aggregate principal amount of US\$800 million as set out below.

	Principal amount (US\$'million)	Carrying amount at December 31, 2021 (RMB'million)	Carrying amount at December 31, 2022 (RMB'million)	Interest Rate (per annum)	Due
2025 Notes	300	1,903	2,082	1.375%	2025
2030 Notes	500	3,159	3,454	2.000%	2030
	<u>800</u>	<u>5,062</u>	<u>5,536</u>		

Notes payable issued by the Company were recognized initially at fair value and subsequently carried at amortized cost.

The fair values of notes payable as at December 31, 2022 was US\$644 million (equivalent to approximately RMB4,486 million). The fair values of notes payable are based on the quoted market prices at the end of reporting period. They are classified as level 1 fair values in the fair value hierarchy.

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All the notes payable were included in non-current liabilities. Interest is payable semi-annually in arrears on and of each year, beginning in March 2021.

26. Other payables and other liabilities

	As at December 31,	
	2021 RMB'million	2022 RMB'million
<b>Included in non-current liabilities</b>		
Government grants	2	-
Deferred income	30	6
	<u>32</u>	<u>6</u>
<b>Included in current liabilities</b>		
Dividend payable	12	12
Accrued expenses (note i)	3,133	2,825
Advances from customers	85	111
Investment payables	28	40
Other tax liabilities	131	194
Deferred income	34	28
Share repurchase payables	82	-
Other deposits	99	101
Payable for acquisition of land use right (note ii)	-	526
Others	228	185
	<u>3,832</u>	<u>4,022</u>

Notes:

(i) Accrued expenses mainly comprise payroll and welfare, advertising and marketing, short-term lease rental and other operating expenses.

(ii) In March 2022, the Group acquired a land use right at a consideration of RMB1.05 billion with an amount of RMB526 million paid as at December 31, 2022, and up to the date of this report, remaining RMB526 million has been paid.

27. Deferred revenue

	As at December 31,	
	2021 RMB'million	2022 RMB'million
Non-current	86	106
Current	1,834	2,170
	<u>1,920</u>	<u>2,276</u>

Deferred revenue mainly represents contract liabilities in relation to the service fees prepaid by customers for time-based virtual gifts, membership subscriptions, content sublicensing and digital music albums or single songs, for which the related services had not been rendered as at December 31, 2021 and 2022.

Revenue recognized for the years ended December 31, 2020, 2021 and 2022 related to carried-forward contract liabilities amounted to RMB1,694 million, RMB1,608 million and RMB1,834 million, respectively.

The transaction price allocated to the performance obligations that are unsatisfied, or partially unsatisfied, has not been disclosed, as substantially all of the Group's contracts have a duration of one year or less.

28. Business Combinations

(a) Acquisition of a karaoke platform company

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In March 2022, the Group entered into a definitive agreement with M&E Mobile Limited (“M&E”), an associate of the Group which operates karaoke platform “Pokekara” in Japan, to acquire additional 25% of its equity interest at cash consideration of approximately US\$39 million (equivalent to approximately RMB259 million). The acquisition was completed in April 2022. Upon completion of the acquisition, the Group held 55% of equity interest in M&E Mobile Limited and it became a non-wholly owned subsidiary of the Group.

As a result of the acquisition, the Group is expected to increase its presence in karaoke platforms in Japan. Goodwill arising from the acquisition was attributable to an increase in coverage of the karaoke market of Japan. The goodwill recognized was not expected to be deductible for income tax purpose.

As at the acquisition date, the fair value of the existing interest of the Group in M&E was RMB214 million and the fair value of the non-controlling interest of M&E was RMB213 million. The identifiable assets acquired and liabilities assumed at the acquisition date includes goodwill of RMB367 million, cash and cash equivalents of RMB75 million, accounts receivables of RMB13 million, intangible assets of RMB186 million, prepayments, deposits and other assets of RMB125 million and various liabilities assumed of RMB80 million.

The revenue and the results contributed by the acquiree to the Group subsequent to the acquisition were not material. The Group’s revenue and results for the year would not be materially different should the acquisition had occurred on January 1, 2022.

Transaction costs were not material and were charged to general and administrative expenses in the consolidated income statement during the year ended December 31, 2022.

**(b) Other business combination**

During the year ended December 31, 2022, the Group acquired equity interests of a company with total considerations of RMB13 million. The revenue and the results contributed by the acquired subsidiary subsequent to the acquisition was not material to the Group. The Group’s revenue and results for the year would not be materially different should these acquisitions had occurred on 1 January 2022.

**29. Cash flow information**

**(a) Cash generated from operations**

	2020 RMB'million	2021 RMB'million	2022 RMB'million
Profit before income tax	4,632	3,632	4,373
Adjustments for:			
Depreciation and amortization	824	1,001	1,160
Impairment provision for investments in associates	4	-	-
Loss allowance for expected credit losses (Note 20)	8	9	47
Non-cash employee benefits expense – share based payments (Note 8)	569	647	665
Fair value gains on investments (Note 7)	-	(105)	(26)
Fair value gains of financial liability	-	-	(17)
Net (gains)/losses in relation to equity investments	(32)	10	-
Dividend income (Note 7)	-	(27)	(14)
Gains of step-up acquisition arising from business combination (Note 7)	(19)	(8)	(141)
Share of (profit)/loss of associates and joint ventures (Note 17)	(19)	47	(38)
Interest income (Note 6)	(622)	(530)	(711)
Fair value change on puttable shares	37	-	-
Interest expense	62	120	115
Net exchange differences	(2)	1	(7)
(Increase)/decrease in accounts receivable	(520)	(769)	906
Decrease/(increase) in inventories	8	(6)	10
(Increase)/decrease in other operating assets	(887)	408	(17)
Increase in accounts payable	644	631	663
Increase in other operating liabilities	258	309	659
Cash generated from operations	<u>4,945</u>	<u>5,370</u>	<u>7,627</u>

TENCENT MUSIC ENTERTAINMENT GROUP  
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(b) Non-cash investing and financing activities

	2020 RMB'million	2021 RMB'million	2022 RMB'million
Equity interests in certain subsidiaries as consideration for business combination	101	-	-

(c) Reconciliation of changes in liabilities from financing activities

The reconciliation of changes in liabilities from financing activities are mainly related to lease liabilities and notes payable which have been disclosed in the consolidated statements of cash flows, Note 14 and Note 25, respectively.

30. Financial instruments by category

The Group holds the following financial instruments:

	Financial assets at amortized cost RMB'million	Financial assets at fair value through profit and loss RMB'million	Financial assets at fair value through other comprehensive income RMB'million	Total RMB'million
<b>Financial assets</b>				
<b>As at December 31, 2021</b>				
Accounts receivable (Note 20)	3,610	-	-	3,610
Other receivables (Note 19)	270	-	-	270
Term deposits (Note 21(a))	17,072	-	-	17,072
Short-term investments (Note 18(c))	-	1,029	-	1,029
Cash and cash equivalents (Note 21(c))	6,591	-	-	6,591
Other investments (Note 18(b))	-	236	-	236
Financial assets at fair value through other comprehensive income (Note 18(a))	-	-	7,302	7,302
	<u>27,543</u>	<u>1,265</u>	<u>7,302</u>	<u>36,110</u>
<b>As at December 31, 2022</b>				
Accounts receivable (Note 20)	2,670	-	-	2,670
Other receivables (Note 19)	386	-	-	386
Term deposits (Note 21(a))	17,821	-	-	17,821
Restricted cash (Note 21(b))	34	-	-	34
Cash and cash equivalents (Note 21(c))	9,555	-	-	9,555
Other investments (Note 18(b))	-	341	-	341
Financial assets at fair value through other comprehensive income (Note 18(a))	-	-	3,168	3,168
	<u>30,466</u>	<u>341</u>	<u>3,168</u>	<u>33,975</u>

TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

	Liabilities at amortized cost RMB'million
<b>Financial liabilities</b>	
<b>As at December 31, 2021</b>	
Notes payable (Note 25)	5,062
Accounts payable	4,422
Other payables and other liabilities (note)	1,922
Lease liabilities	297
	11,703
<b>As at December 31, 2022</b>	
Notes payable (Note 25)	5,536
Accounts payable	4,998
Other payables and other liabilities (note)	2,081
Lease liabilities	429
	13,044

Note: Other payables and other liabilities exclude prepayment received from customers and others, staff costs, welfare accruals, other tax liabilities, government grant and deferred income.

**31. Commitments**

**(a) Operating commitments**

The following table summarizes future minimum commitments of the Group under non-cancelable operating arrangements:

	2021 RMB'million	2022 RMB'million
Within one year	348	61
Later than one year but not later than five years	24	18
	372	79

As at December 31, 2022, the operating commitments of the group are mainly related to property management and other services.

**(b) Content royalty**

The Group is subject to the following minimum royalty payments associated with its license agreements:

	2021 RMB'million	2022 RMB'million
Within one year	2,511	1,743
Later than one year but not later than five years	1,189	350
	3,700	2,093

**(c) Investment commitments**

As at December 31, 2021 and 2022, the Group had commitments of approximately RMB513 million and RMB13 million to invest in equity interest of certain entities.

**32. Related party transactions**

The table below sets forth the major related parties and their relationships with the Group as at December 31, 2022:

Name of related parties	Relationship with the Group
Tencent and its subsidiaries other than the entities controlled by the Group ("Tencent Group")	The Company's principal owner
China Literature Limited ("China Literature")	Tencent's subsidiary

TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

**(a) Transactions**

For the years ended December 31, 2020, 2021 and 2022, significant related party transactions were as follows:

	2020 RMB'million	2021 RMB'million	2022 RMB'million
<b>Revenue</b>			
Online music services to Tencent Group (note i)	277	364	338
Online music services to the Company's associates and associates of Tencent Group	206	412	276
Social entertainment services and others to Tencent Group, the Company's associates and associates of Tencent Group	213	170	71
<b>Expenses</b>			
Operating expenses recharged by Tencent Group	1,082	1,260	1,272
Advertising agency cost to Tencent Group	440	652	556
Content royalties to Tencent Group, the Company's associates and associates of Tencent Group (note ii)	306	541	612
Other costs to the Company's associates and associates of Tencent Group	48	176	68

Notes:

(i) Including revenue from content sublicensing, online advertising and subscriptions provided to Tencent Group pursuant to the Business Cooperation Agreement.

(ii) In March 2020, the Group signed a five-year strategic partnership with China Literature for derivative content in the form of audiobooks of online literary works, with an aggregate total minimum guarantee payable to China Literature of RMB250 million, and any excess portion will be shared based on a pre-determined percentage. The present value of the minimum guarantee of RMB227 million was recognized as intangible assets in March 2020. Amortization expense for the years ended December 31, 2021 and 2022 was included in the content royalties to Tencent Group presented above.

In September 2022, the Group revised the strategic partnership arrangement with China Literature as revenue-sharing arrangement, the residual minimum guarantee profit sharing payable amounted to RMB150 million was cancelled, and the related intangible assets was derecognized correspondingly.

These related party transactions were conducted at prices and terms as agreed by the respective parties involved.

**(b) Balances with related parties**

	As at December 31,	
	2021 RMB'million	2022 RMB'million
<b>Included in accounts receivable from related parties:</b>		
Tencent Group (note)	2,510	1,760
The Company's associates and associates of Tencent Group	90	84
<b>Included in prepayments, deposits and other assets from related parties:</b>		
Tencent Group	51	72
The Company's associates and associates of Tencent Group	142	87
<b>Included in accounts payable to related parties:</b>		
Tencent Group	719	1,231
The Company's associates and associates of Tencent Group	198	190
<b>Included in other payables and accruals to related parties:</b>		
Tencent Group	440	469
The Company's associates and associates of Tencent Group	55	22

Note: The balance is mainly arising from user payments collected through various payment channels of Tencent Group pursuant to the Business Cooperation Agreement signed upon the Merger.

**TENCENT MUSIC ENTERTAINMENT GROUP  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS****(c)Key management personnel compensation**

	2020 RMB'million	2021 RMB'million	2022 RMB'million
Short-term employee benefits	62	70	69
Share-based compensation	205	153	135
	<u>267</u>	<u>223</u>	<u>204</u>

**33.Contingent liabilities**

The Group is involved in a number of claims pending with various courts, or otherwise unresolved as at December 31, 2022. These claims are mainly related to alleged copyright infringement with an aggregate amount of damages sought of approximately RMB258 million. Adverse results in these claims may include awards of damages and may also result in, or even compel a change in the Company's business practices, which could impact the Company's future financial results materially.

In addition, in September 2019 and October 2019, respectively, the Company, certain of its current and former directors and officers, and Tencent bearing the status as the Company's controlling shareholder, were named as defendants in two putative securities class actions filed in the U.S. District Court for the Eastern District of New York and the Supreme Court of the State of New York, County of New York. Both actions, purportedly brought on behalf of a class of persons who allegedly suffered damages as a result of their trading in the ADSs, allege that the Company's public filings contained material misstatements and omissions in violation of the U.S. federal securities laws. Complaints related to these claims were filed and the Company served motions to dismiss the complaints. These actions remain in their preliminary stages. With the legal advice, the Company believes these cases are without merit and intends to defend actions vigorously.

The Company is unable to estimate the reasonably possible loss or a range of reasonably possible losses for proceedings in the early stages or where there is a lack of clear or consistent interpretation of laws specific to the industry-specific complaints among different jurisdictions. Although the results of unsettled litigations and claims cannot be predicted with certainty, the Company does not believe that, as at December 31, 2022, there was at least a reasonable possibility that the Company may have incurred a material loss, or a material loss in excess of the accrued expenses, with respect to such loss contingencies. The Group had made certain accruals in "Accounts payable" in the consolidated balance sheet as at December 31, 2022 and recognized related costs as expenses for the year ended December 31, 2022. The losses accrued include judgments handed down by the court and out-of-court settlements after December 31, 2022, but related to cases arising on or before December 31, 2022. All these amounts were not material. The Company is in the process of appealing in certain cases. However, the ultimate timing and outcome of pending litigation is inherently uncertain. Therefore, although management considers the likelihood of a material loss for all pending claims, both asserted and unasserted, to be remote, if one or more of these legal matters were resolved against the Company in the same reporting period for amounts in excess of management's expectations, the Company's consolidated financial statements of a particular reporting period could be materially adversely affected.

**34. Dividends**

No dividend has been paid or declared by the Company for the years ended December 31, 2021 and 2022.

**35. Events occurring after the reporting period****2023 share repurchase program**

In March 2023, board of directors of the Company has authorized a share repurchase program under which the Company may repurchase up to USD500 million of its Class A ordinary shares in the form of ADSs during a 24-month period commencing from March 20, 2023.

**36.Approval of these consolidated financial statements**

These consolidated financial statements were approved for issue by the board of directors of the Company on April 25, 2023.

**THE COMPANIES ACT (AS REVISED) OF THE CAYMAN ISLANDS COMPANY LIMITED BY SHARES  
SEVENTH AMENDED AND RESTATED MEMORANDUM AND ARTICLES**

**OF  
ASSOCIATION  
OF**

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**TENCENT MUSIC ENTERTAINMENT GROUP (騰訊音樂娛樂集團)**

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*(Adopted pursuant to a special resolution passed on December 30, 2022 and effective on December 30, 2022)*



**THE COMPANIES ACT (AS REVISED)  
OF THE CAYMAN ISLANDS  
COMPANY LIMITED BY SHARES**

**SEVENTH AMENDED AND RESTATED  
MEMORANDUM OF ASSOCIATION**

**OF**

**TENCENT MUSIC ENTERTAINMENT GROUP (騰訊音樂娛樂集團)**

*(Adopted pursuant to a special resolution passed on December 30, 2022 and effective on December 30, 2022)*

1. The name of the Company is Tencent Music Entertainment Group (騰訊音樂娛樂集團).
2. The registered office of the Company shall be at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands or at such other location as the Directors may from time to time determine.
3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Act (As Revised) or as the same may be revised from time to time, or any other law of the Cayman Islands.
4. The liability of each Member is limited to the amount from time to time unpaid on such Member's Shares.
5. The authorized share capital of the Company is US\$3,984,000 divided into 48,000,000,000 shares of par value of US\$0.000083 each; comprising (a) 4,800,000,000 Class A Ordinary Shares of par value of US\$0.000083 each; (b) 4,800,000,000 Class B Ordinary Shares of par value of US\$0.000083 each; and (c) 38,400,000,000 shares of US\$0.000083 each of such Class or Classes (however designated) as the Board may determine in accordance with these Articles. Subject to the Statute and these Articles, the Company shall have power to redeem or purchase any of its Shares and to increase or reduce its authorized share capital and to sub-divide or consolidate the said Shares or any of them and to issue all or any part of its capital whether original, redeemed, increased or reduced with or without any preference, priority, special privilege or other rights or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide every issue of shares whether stated to be ordinary, preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided.
6. The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.
7. Capitalized terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

**THE COMPANIES ACT (AS REVISED) OF THE CAYMAN ISLANDS  
COMPANY LIMITED BY SHARES**

**SEVENTH AMENDED AND RESTATED ARTICLES OF ASSOCIATION**

**OF**

**TENCENT MUSIC ENTERTAINMENT GROUP (騰訊音樂娛樂集團)**

*(Adopted pursuant to a special resolution passed on December 30, 2022 and effective on December 30, 2022)*

**INTERPRETATION**

1. In these Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

<b>“ADS”</b>	means an American Depositary Share representing the Company’s Class A Ordinary Shares;
<b>“Affiliate”</b>	(i) with respect to a person that is a natural person, such person’s relatives and any other person (other than natural persons) directly or indirectly Controlled by such person, and (ii) with respect to a person that is not a natural person, as person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such person. For the purposes of this definition, “relative” of a person means such person’s spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, niece or great-grandparent or the spouse of such person’s child, grandchild, sibling, uncle, aunt, nephew or niece. Notwithstanding the foregoing, for purposes of these Articles, no Member shall be deemed an Affiliate of any other Member solely by reason of the existence of any rights or obligations under these Articles or holding of the Company Securities by such Member and any other Member;
<b>“Articles”</b>	means these articles of association of the Company, as amended and altered from time to time by Special Resolutions;
<b>“Audit Committee”</b>	means the audit committee of the Company formed by the Board pursuant to Article 137 hereof, or any successor audit committee;
<b>“Auditor”</b>	means the person for the time being performing the duties of auditor of the Company (if any);
<b>“Board”</b>	means the board of directors of the Company;
<b>“Business Day”</b>	means any day other than a Saturday, Sunday or other day on which commercial banking institutions in Hong Kong, New York, Singapore, the Cayman Islands or the PRC are authorized or required by Law or executive order to close;
<b>“Chairman”</b>	means the chairman of the Board;

<b>“Class” or “Classes”</b>	means any class or classes of Shares as may from time to time be issued by the Company;
<b>“Class A Ordinary Share”</b>	a class A ordinary share of par value US\$0.000083 each in the share capital of the Company having the rights set out in these Articles;
<b>“Class B Ordinary Share”</b>	a class B ordinary share of par value US\$0.000083 each in the share capital of the Company having the rights set out in these Articles;
<b>“Commission”</b>	means the Securities and Exchange Commission of the United States of America or any other federal agency for the time being administering the Securities Act;
<b>“Company”</b>	means Tencent Music Entertainment Group (騰訊音樂娛樂集團), a Cayman Islands exempted company;
<b>“Company Securities”</b>	means any share, share capital, registered capital, ownership interest, partnership interest, equity interest, joint venture or other ownership interest of the Company, or any option, warrant, or right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plan or similar right with respect to the Company, or any contract of any kind for the purchase or acquisition from the Company of any of the foregoing, either directly or indirectly;
<b>“Company’s Website”</b>	means the main corporate/investor relations website of the Company, the address or domain name of which has been disclosed in any registration statement filed by the Company in connection or which has otherwise been notified to Members;
<b>“Control”</b>	means, as used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; the terms “Controlled by” and “under common Control with” shall have correlative meanings;
<b>“Designated Stock Exchange”</b>	means the stock exchange in the United States on which any Shares or ADSs are listed for trading or The Stock Exchange of Hong Kong Limited;
<b>“Designated Stock Exchange Rules”</b>	means the relevant code, rules and regulations, as amended, from time to time, applicable as a result of the original and continued listing of any Shares or ADSs on the Designated Stock Exchange;
<b>“Directors”</b>	means the directors for the time being of the Company;
<b>“Electronic Transactions Act”</b>	means the Electronic Transactions Act (As Revised) of the Cayman Islands and any statutory amendment or re-enactment thereof;

<b>“Group Companies”</b>	means the Company and the entities whose financial results are consolidated with those of the Company in accordance with the International Financial Reporting Standards as issued by the International Accounting Standards Board;
<b>“Government Authority”</b>	means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization or national or international stock exchange on which the securities of the applicable Party or its Affiliates are listed;
<b>“Law”</b>	means any law, rule, constitution, code, ordinance, statute, treaty, decree, regulation, common law, order, official policy, circular, provision, administrative order, interpretation, injunction, judgment, ruling, assessment, writ or other legislative measure, in each case of any governmental authority;
<b>“Lien”</b>	means any encumbrance, right, interest or restriction, including any mortgage, judgment lien, materialman’s lien, mechanic’s lien, other lien (statutory or otherwise), charge, security interest, pledge, hypothecation, encroachment, easement, title defect, title retention agreement, voting trust agreement, right of pre-emption, right of first refusal, claim, option, limitation, forfeiture, penalty, equity, adverse interest or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;
<b>“Listing Rules”</b>	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited as amended from time to time;
<b>“Member”</b>	has the same meaning as in the Statute;
<b>“Memorandum”</b>	means the memorandum of association of the Company or as amended and altered from time to time by Special Resolutions;
<b>“Officers”</b>	means the officers for the time being and from time to time of the Company;
<b>“Ordinary Resolution”</b>	means a resolution passed by a simple majority of the votes cast by the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution. In computing the majority when a poll is demanded regard shall be had to the number of votes to which each Member is entitled by these Articles;
<b>“Ordinary Shares”</b>	means the Class A Ordinary Shares and the Class B Ordinary Shares, collectively;
<b>“Person”</b>	means any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires, other than in respect of a Director or

	Officer in which circumstances Person shall mean any person or entity permitted to act as such in accordance with the laws of the Cayman Islands;
<b>“PRC”</b>	means the People’s Republic of China, excluding, for purposes of these Articles, Hong Kong, Macau and Taiwan;
<b>“Register of Members”</b>	means the register maintained in accordance with the Statute and includes (except where otherwise stated) any duplicate Register of Members;
<b>“Registered Office”</b>	means the registered office for the time being of the Company;
<b>“Seal”</b>	means the common seal of the Company and includes every duplicate seal;
<b>“Securities Act”</b>	means the Securities Act of 1933 of the United States of America, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time;
<b>“Secretary”</b>	means any Person appointed by the Directors to perform any of the duties of the secretary of the Company;
<b>“Share” and “Shares”</b>	means a share in the capital of the Company, and includes an Ordinary Share. All references to “Shares” herein shall be deemed to be Shares of any or all Classes as the context may require. For the avoidance of doubt, in these Articles the expression “Share” shall include a fraction of a Share;
<b>“Share Premium Account”</b>	means the share premium account established in accordance with these Articles and the Statute;
<b>“Special Resolution”</b>	means a special resolution passed in accordance with the Statute, being a resolution: <ul style="list-style-type: none"> <li>(a) in respect of (i) any amendment to the Memorandum or these Articles; or (ii) the voluntarily liquidation or winding up of the Company, passed by a majority of not less than three-fourths of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution has been duly given and in computing the majority regard shall be had to the number of votes to which each Member is entitled; or</li> <li>(b) in respect of any matter that requires a special resolution (other than those specified in paragraph (a). above), passed by a majority of not less than two-thirds of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given and in computing the majority regard shall be had to the number of votes to which each Member is entitled,</li> </ul> and includes a unanimous written resolution;

<b>“Subsidiary”</b>	means, with respect to any given Person, any Person of which the given Person directly or indirectly Controls;
<b>“Statute”</b>	means the Companies Act (As Revised) of the Cayman Islands, as amended;
<b>“Tencent”</b>	means Min River Investment Limited, a company incorporated under the laws of the British Virgin Islands, and its Affiliates;
<b>“Tencent Holdings”</b>	means Tencent Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands with limited liability with its ordinary shares listed on the Stock Exchange (stock code: 700);
<b>“Tencent Holdings Affiliate”</b>	means an entity that is not a natural person over which Tencent Holdings directly or indirectly (i) exercises or controls 30% or more of its total voting power or (ii) controls the composition of a majority of the board of directors or similar governing body of such entity;
<b>“US\$”</b>	means the lawful money of the United States of America; and
<b>“United States”</b>	means the United States of America, its territories, its possessions and all areas subject to its jurisdiction.

2. In these Articles:

- 2.1. words importing the singular number include the plural number and vice versa;
- 2.2. words importing the masculine gender include the feminine gender;
- 2.3. words importing persons include corporations;
- 2.4. references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;
- 2.5. the word “including” or any variation thereof means (unless the context of its usage otherwise requires) “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it;
- 2.6. when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to these Articles, the date that is the reference date in calculating such period shall be excluded;
- 2.7. references to “writing,” “written” and comparable expressions include any mode of reproducing words in a legible and nontransitory form including emails and faxes, provided the sender complies with the provision of Article 165;
- 2.8. if any payment hereunder would have been, but for this Article, due and payable on a date that is not a Business Day, then such payment shall instead be due and payable on the first Business Day after such date;
- 2.9. headings are inserted for reference only and shall be ignored in construing these Articles; and
- 2.10. Sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

**SHARE CAPITAL**

1. The authorized share capital of the Company is US\$3,984,000 divided into 48,000,000,000 shares of par value of US\$0.000083 each; comprising (a) 4,800,000,000 Class A Ordinary Shares of par value of US\$0.000083 each; (b) 4,800,000,000 Class B Ordinary Shares of par value of US\$0.000083 each; and (c) 38,400,000,000 shares of US\$0.000083 each of such Class or Classes (however designated) as the Board may determine in accordance with these Articles.
2. Subject to the Statute, the Memorandum and these Articles and, where applicable, Designated Stock Exchange Rules and/or the rules of any competent regulatory authority, any power of the Company to purchase or otherwise acquire its own shares shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it thinks fit.

#### **SHARES**

3. Subject to the Law, these Articles and, where applicable, the Designated Stock Exchange Rules (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may in their absolute discretion and without the approval of the Members, cause the Company to:
  - (a) allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise and to such persons, to Such Persons, at such times and on such other terms as they think proper;
  - (b) grant rights over Shares or other securities to be issued in one or more classes or series as they deem necessary or appropriate and determine the designations, powers, preferences, privileges and other rights attaching to such Shares or securities, including dividend rights, voting rights, conversion rights, terms of redemption and liquidation preferences, any or all of which may be greater than the powers, preferences, privileges and rights associated with the then issued and outstanding Shares, at such times and on such other terms as they think proper; and
  - (c) issue options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.
4. The Directors may authorise the division of Shares into any number of Classes and the different Classes shall be authorized, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different Classes (if any) may be fixed and determined by the Directors or by a Special Resolution. The Directors may issue from time to time, out of the authorized share capital of the Company, preferred shares with such preferred or other rights, all or any of which may be greater than the rights of Ordinary Shares, at such time and on such terms as

they may think appropriate in their absolute discretion and without approval of the Members; provided, however, before any preferred shares of any such series are issued, the Directors may by resolution of Directors determine, with respect to any series of preferred shares, the terms and rights of that series, including:

- (a) the designation of such series, the number of preferred shares to constitute such series and the subscription price thereof if different from the par value thereof;

- (b). whether the preferred shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights, which may be general or limited;
  - (c). the dividends, if any, payable on such series, whether any such dividends shall be cumulative, and, if so, from what dates, the conditions and dates upon which such dividends shall be payable, and the preference or relation which such dividends shall bear to the dividends payable on any shares of any other class or any other series of shares;
  - (d). whether the preferred shares of such series shall be subject to redemption by the Company, and, if so, the times, prices and other conditions of such redemption;
  - (e). whether the preferred shares of such series shall have any rights to receive any part of the assets available for distribution amongst the Members upon the liquidation of the Company, and, if so, the terms of such liquidation preference, and the relation which such liquidation preference shall bear to the entitlements of the holders of shares of any other class or any other series of shares;
  - (f). whether the preferred shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the preferred shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;
  - (g). whether the preferred shares of such series shall be convertible into, or exchangeable for, shares of any other class or any other series of preferred shares or any other securities and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same, and any other terms and conditions of conversion or exchange;
  - (h). the limitations and restrictions, if any, to be effective while any preferred shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Company of, the existing shares or shares of any other class of shares or any other series of preferred shares;
    - (i). the conditions or restrictions, if any, upon the creation of indebtedness of the Company or upon the issue of any additional shares, including additional shares of such series or of any other class of shares or any other series of preferred shares; and
    - (j). any other powers, preferences and relative, participating, optional and other special rights, and any qualifications, limitations and restrictions thereof; and, for such purposes, the Directors may reserve an appropriate number of Shares for the time being unissued.
5. Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of members for any purpose whatsoever. Except as otherwise expressly provided in the resolution or resolutions providing for the establishment of any class or series of preferred shares, no vote of the holders of preferred shares of or ordinary shares shall be a prerequisite to the issuance



of any shares of any class or series of the preferred shares authorized by and complying with the conditions of the Memorandum and these Articles.

6. The Company shall not issue Shares to bearer.
7. The Company may in connection with the issue of any shares exercise all powers of paying commissions and brokerage conferred or permitted by the Law. Such commissions and brokerage may be satisfied by the payment of cash or the lodgement of fully or partly paid-up Shares or partly in one way and partly in the other.
8. The Directors may refuse to accept any application for Shares, and may accept any application in whole or in part, for any reason or for no reason.

**FRACTIONAL SHARES**

9. The Directors may issue fractions of a Share and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, contributions, calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Share. If more than one fraction of a Share of the same Class is issued to or acquired by the same Member such fractions shall be accumulated.

**REGISTER OF MEMBERS**

10. The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute. Except when the Register of Members is closed, the branch register of members of the Company maintained in Hong Kong shall during business hours be kept open for inspection by any Member.

**CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE**

11. For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed thirty (30) calendar days in any years (or such longer period as the Members may by Ordinary Resolution determine provided that such period shall not be extended beyond sixty (60) calendar days in any year). If the Register of Members shall be closed for the purpose of determining Members entitled to notice of, or to vote at, a meeting of Members, the Register of Members shall be closed for at least ten (10) calendar days immediately preceding the meeting and the record date for such determination shall be the date of closure of the Register of Members.
12. In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any dividend or in order to make a determination of Members for any other purpose.
13. If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive

payment of a dividend, the date on which notice of the meeting is sent or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

#### **SHARE CERTIFICATES**

14. A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorized by the Directors. The Directors may authorize certificates to be issued with the authorized signature(s) affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and, subject to these Articles, no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.
15. No certificate shall be issued representing shares of more than one class.
16. The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. In the event that Shares are held jointly by several persons, any request may be made by any one of the joint holders and if so made shall be binding on all of the joint holders.
17. Every share certificate of the Company shall bear legends required under the applicable laws, including the Securities Act.
18. Share certificates shall be issued within the relevant time limit as prescribed by the Law or as the Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.
19. (1) Upon every transfer of Shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued to the transferee in respect of the Shares transferred to him at such fee as is provided in paragraph (2) of this Article. If any of the Shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.  
  
(2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine provided that the Board may at any time determine a lower amount for such fee.
20. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same Shares may be issued to the relevant Member upon request, subject to delivery up of the old certificate or (if alleged to have been lost, stolen or

destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

#### **REDEMPTION**

21. Subject to the provisions of the Statute and these Articles, the Directors may:

- (a). issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of Shares shall be effected in such manner and upon such terms as may be determined, before the issue of such Shares, by the Board;
- (b). purchase its own Shares (including any redeemable Shares) in such manner and upon such terms as have been approved by the Board, or are otherwise authorized by these Articles; and
- (c). make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

22. The purchase of any Share shall not oblige the Company to purchase any other Share other than as may be required pursuant to applicable law and any other contractual obligations of the Company.

23. The holder of the Shares being purchased shall be bound to deliver up to the Company the certificate(s) (if any) thereof for cancellation and thereupon the Company shall pay to him the purchase or redemption monies or consideration in respect thereof.

24. The Directors may accept the surrender for no consideration of any fully paid Share.

#### **TREASURY SHARES**

25. The Directors may, prior to the purchase, redemption or surrender of any Share, determine that such Share shall be held as a Treasury Share. The Directors may determine to cancel a Treasury Share or transfer a Treasury Share on such terms as they think proper (including, without limitation, for nil consideration).

#### **NON RECOGNITION OF TRUSTS**

26. The Company shall not be bound by or compelled to recognize in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the registered holder.

#### **LIEN**

27. The Company has a first and paramount lien on every Share (whether or not fully paid) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Company also has a first and paramount lien on every Share (whether or not fully paid) registered in the name of a Person indebted or under liability to the Company (whether he is the sole registered holder of a Share or one of two or more joint holders) for all amounts owing by him

or his estate to the Company (whether or not presently payable). The Directors may at any time declare a Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share extends to any amount payable in respect of it, including but not limited to dividends.

28. The Company may sell, in such manner as the Directors may determine, any Share on which the Company has a lien, but no sale shall be made unless an amount in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) calendar days after a notice in writing, demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the Persons entitled thereto by reason of his death or bankruptcy.
29. For giving effect to any such sale the Directors may authorise a Person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
30. The proceeds of the sale after deduction of expenses, fees and commission incurred by the Company shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale) be paid to the Person entitled to the Shares immediately prior to the sale.

#### CALLS ON SHARES

31. The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their Shares, and each Member shall (subject to receiving at least fourteen (14) calendar days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on such Shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
32. The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof.
33. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest upon the sum at the rate of eight percent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
34. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
35. The Directors may make arrangements with respect to the issue of partly paid Shares for a difference between the Members, or the particular Shares, in the amount of calls to be paid and in the times of payment.

36. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any partly paid Shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of an Ordinary Resolution, eight percent per annum) as may be agreed upon between the Member paying the sum in advance and the Directors.

#### **FORFEITURE OF SHARES**

37. If a Member fails to pay any call or instalment of a call in respect of any Shares on the day appointed for payment, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
38. The notice shall name a further day (not earlier than the expiration of fourteen (14) calendar days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the Shares in respect of which the call was made will be liable to be forfeited.
39. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by notice has been made, be forfeited by a resolution of the Directors to that effect.
40. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
41. A Person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the Shares forfeited, but his liability shall cease if and when the Company receives payment in full of the amount unpaid on the Shares forfeited.
42. A statutory declaration in writing that the declarant is a Director, and that a Share has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts in the declaration as against all Persons claiming to be entitled to the Share.
43. The Company may receive the consideration, if any, given for a Share on any sale or disposition thereof pursuant to the provisions of these Articles as to forfeiture and may execute a transfer of the Share in favour of the Person to whom the Share is sold or disposed of and that Person shall be registered as the holder of the Share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the disposition or sale.
44. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a Share becomes due and payable, whether on account of the amount of the Share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### **TRANSFER OF SHARES**

45. Subject to these Articles, any Member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand or, if the transferor or transferee

is a clearing house or a central depository house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.

46. The instrument of transfer of any Share shall be in writing and in any usual or common form or such other form as the Directors may, in their absolute discretion, approve and be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Member until the name of the transferee is entered in the Register of Members in respect of the relevant Shares.
47. The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share to a person of whom it does not approve, including any share issued under any share incentive scheme upon which a restriction on transfer imposed thereby still subsists.
48. The Directors may in their absolute discretion decline to register any transfer of Shares which is not fully paid up or on which the Company has a lien. The Directors may also decline to register any transfer of any Share unless:
  - (a). the instrument of transfer is lodged with the Company, accompanied by the certificate for the Shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
  - (b). the instrument of transfer is in respect of only one Class of Shares; (c). the instrument of transfer is properly stamped, if required;
  - (d). in the case of a transfer to joint holders, the number of joint holders to whom the Share is to be transferred does not exceed four; and
  - (e). a fee of such maximum sum as the Designated Stock Exchange may determine to be payable, or such lesser sum as the Board may from time to time require, is paid to the Company in respect thereof.
49. The registration of transfers may, after compliance with any notice required by the Designated Stock Exchange Rules, be suspended and the Register of Members closed at such times and for such periods as the Directors may, in their absolute discretion, from time to time determine, provided always that such registration of transfer shall not be suspended nor the Register of Members closed for more than thirty (30) calendar days in any calendar year.
50. All instruments of transfer that are registered shall be retained by the Company. If the Directors refuse to register a transfer of any Shares, they shall within two calendar months after the date on which the instrument of transfer was lodged with the Company send notice of the refusal to each of the transferor and the transferee.

#### **TRANSMISSION OF SHARES**

51. If a Member dies, the survivor or survivors where he was a joint holder, and his legal personal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest. The estate of a deceased Member is not thereby released from any liability in respect of any Share, which had been jointly held by him. Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors, elect either to become the holder of the Share or to have some person nominated by him as the transferee. If he elects to become the holder, he shall give notice to the Company to that effect, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before the death or bankruptcy or liquidation or dissolution of that Member, as the case may be.
52. If the person so becoming entitled shall elect to be registered himself as holder, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
53. A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share. However, he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some other person nominated by him become the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before the death or bankruptcy or liquidation or dissolution of such Member or in any other case than by transfer, as the case may be). If the notice is not complied with within ninety (90) calendar days, the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

#### MEMORANDUM AND ARTICLES OF ASSOCIATION AND ALTERATION OF CAPITAL

54. Subject to the provisions of the Statute and the provisions of these Articles, the Company may from time to time by Ordinary Resolution:
- (a). increase the share capital by such sum, to be divided into Shares of such Classes and amount, as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;
  - (b). consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
  - (c). divide its Shares into several classes and, without prejudice to any special rights previously conferred on the holders of existing Shares, attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions as,



in the absence of any such determination by the Company in general meeting, the Directors may determine, provided always that, for the avoidance of doubt, where a Class of Shares has been authorized by the Company, no resolution of the Company in general meeting is required for the issuance of Shares of that Class and the Directors may issue Shares of that Class and determine such rights, privileges, conditions or restrictions attaching thereto as aforesaid, and further provided that where the Company issues shares which do not carry voting rights, the words "non-voting" shall appear in the designation of such Shares and where the equity capital includes shares with different voting rights, the designation of each Class of Shares, other than those with the most favorable voting rights, must include the words "restricted voting" or "limited voting";

- (d). subdivide its Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value (subject, nevertheless, to the Law), and may by such resolution determine that, as between the holders of the Shares resulting from such sub-division, one or more of the Shares may have any such preferred, deferred or other rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares; and
  - (e). cancel any Shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any Person and diminish the amount of its share capital by the amount of the Shares so cancelled or, in the case of shares, without par value, diminish the number of shares into which its capital is divided.
55. All new Shares created in accordance with the provisions of the preceding Article shall be subject to the same provisions of the Articles with reference to the payment of calls, Liens, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital. The Board may settle as they consider expedient any difficulty which arises in relation to any consolidation and division under the preceding Article and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company's benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
56. Subject to the provisions of the Statute and the provisions of these Articles, the Company may from time to time by Special Resolution:
- (a). change its name;
  - (b). alter, amend or add to these Articles;
  - (c). alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and

(d). reduce its share capital and any capital redemption reserve fund in any manner authorized by Law.

#### **SHARE RIGHTS**

57. Subject to the provisions of applicable Law, Designated Stock Exchange Rules, the Memorandum and these Articles and to any special rights conferred on the holders of any Shares or class of Shares, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto such rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Board may determine, including without limitation on terms that they may be, or at the option of the Company or the holder are, liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.

58. Subject to the provisions of applicable Law and these Articles, any preferred shares may be issued or converted into shares that, at a determinable date or at the option of the Company or the holder if so authorized by the Memorandum, are liable to be redeemed on such terms and in such manner as the Directors before the issue or conversion may determine. Where the Company purchases for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price as may from time to time be determined by the Board, either generally or with regard to specific purchases. If purchases are by tender, tenders shall comply with applicable Law.

59. The rights and restrictions attaching to the Ordinary Shares are as follows: (a). Income

    Holders of Ordinary Shares shall be entitled to such dividends as the Directors may in their absolute discretion lawfully declare from time to time.

(b). Capital

    Holders of Ordinary Shares shall be entitled to a return of capital on liquidation, dissolution or winding-up of the Company (other than on a conversion, redemption or purchase of shares, or an equity financing or series of financings that do not constitute the sale of all or substantially all of the shares of the Company).

(c). Attendance at General and Special Meetings and Voting

    Holders of Ordinary Shares have the right to receive notice of, attend, speak and vote at general and special meetings of the Company. Holders of Class A Ordinary Shares and Class B Ordinary Shares shall, at all times, vote together as one class on all matters submitted to a vote by the Members. Each Class A Ordinary Share shall be entitled to one (1) vote on all matters subject to vote at general and special meetings of the Company and each Class B Ordinary Share shall be entitled to fifteen (15) votes on all matters subject to vote at general and special meetings of the Company.

(d). Conversion

(i) Each Class B Ordinary Share is convertible into one (1) Class A Ordinary Share at any time by the holder thereof. The right to convert shall be exercisable by the holder of the Class B Ordinary Share delivering a written notice to the Company that such holder elects to convert a specified number of Class B Ordinary Shares into Class A Ordinary Shares. In no event shall Class A Ordinary Shares be convertible into Class B Ordinary Shares.

(ii) Upon:

(A) any sale, transfer, assignment or disposition of Class B Ordinary Shares by a holder thereof to any person or entity which is not an Affiliate (in the case of Tencent as the holder of Class B Ordinary Shares, "Affiliate" shall mean Tencent Holdings or Tencent Holdings Affiliate) of such holder, or

(B) a change of beneficial ownership of any Class B Ordinary Shares as a result of which any Person who is not an Affiliate (in the case of Tencent as the holder of Class B Ordinary Shares, "Affiliate" shall mean Tencent Holdings or Tencent Holdings Affiliate) of the registered holders of such Ordinary Shares becomes a beneficial owner of such Ordinary Shares, such Class B Ordinary Shares shall be automatically and immediately converted into an equal number of Class A Ordinary Shares.

For the avoidance of doubt, (i) a sale, transfer, assignment or disposition shall be effective upon the Company's registration of such sale, transfer, assignment or disposition in the Register of Members; (ii) the creation of any pledge, charge, encumbrance or other third party right of whatever description on any Class B Ordinary Shares to secure any contractual or legal obligations shall not be deemed as a sale, transfer, assignment or disposition unless and until any such pledge, charge, encumbrance or other third party right is enforced and results in the third party who is not an Affiliate (in the case of Tencent as the holder of Class B Ordinary Shares, "Affiliate" shall mean Tencent Holdings or Tencent Holdings Affiliate) of the relevant Member becoming a beneficial owner of the relevant Class B Ordinary Shares, in which case all the related Class B Ordinary Shares shall be automatically and immediately converted into the same number of Class A Ordinary

Shares, and (iii) the termination of directorship on the Board or employment as an executive officer with the Company of any holder of any Class B Ordinary Shares shall not trigger the automatic conversion contemplated under this Article (d).

(iii) For purposes of this Article 59, "beneficial ownership" shall have the meaning defined in Rule 13d-3 under the U.S. Securities Exchange Act of 1934, as amended.

(iv) Any conversion of Class B Ordinary Shares into Class A Ordinary Shares pursuant to this Article shall be effected by means of the re-designation and re-classification of the relevant Class B Ordinary Share as a Class A Ordinary Share together with such rights and restrictions and which shall rank *pari passu* in all respects with the Class A Ordinary Shares then in issue. Such conversion shall become effective forthwith upon entries being made in the Register of Members to record the re-designation and re-classification of the relevant Class B Ordinary Shares as Class A Ordinary Shares.

- (v) Upon conversion, the Company shall allot and issue the relevant Class A Ordinary Shares to the converting Member, enter or procure the entry of the name of the relevant holder of Class B Ordinary Shares, as the holder of the relevant number of Class A Ordinary Shares resulting from the conversion of the Class B Ordinary Shares, in, and make any other necessary and consequential changes to, the Register of Members and shall procure that certificates in respect of the relevant Class A Ordinary Shares, together with a new certificate for any unconverted Class B Ordinary Shares, comprised in the certificate(s) surrendered by the holder of the Class B Ordinary Shares are issued to the holders of the Class A Ordinary Shares and Class B Ordinary Shares.
- (vi) Save and except for voting rights and conversion rights as set out in this Article (c) and (d), Class A Ordinary Shares and Class B Ordinary Shares shall rank *pari passu* and shall have the same rights, preferences, privileges and restrictions.

#### **VARIATION OF RIGHTS OF SHARES**

60. Whenever the capital of the Company is divided into different Classes, the rights attached to any such Class may, subject to any rights or restrictions for the time being attached to any Class, only be materially adversely varied or abrogated with the consent in writing of the holders of not less than three-fourths (3/4) of the issued Shares of the relevant Class, or with the sanction of a resolution passed at a separate meeting by the holders of a majority of not less than three-fourths (3/4) of the Shares of such Class present and voting at such a meeting. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be one or more Persons at least holding or representing by proxy one-third of the voting power of the issued Shares of the relevant Class and that, subject to any rights or restrictions for the time being attached to the Shares of that Class, every Member of the Class shall on a poll have one vote for each Share of the Class held by him.
61. The rights conferred upon the holders of the Shares of any Class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the Shares of that Class, be deemed to be materially adversely varied or abrogated by, *inter alia*, the creation, allotment or issue of further Shares ranking *pari passu* with or subsequent to them or the redemption or purchase of any Shares of any Class by the Company.

#### **REGISTERED OFFICE**

62. Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office.

#### **GENERAL MEETINGS**

63. All general meetings other than annual general meetings shall be called extraordinary general meetings.
64. The Company shall in each financial year hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held

at such time and place as the Directors shall appoint. At these meetings the report of the Directors (if any) shall be presented.

65. The Chairman or a majority of the Directors may call general meetings, and they shall on a Member's requisition forthwith proceed to convene an extraordinary general meeting of the Company.
66. A Members' requisition is a requisition of Members of the Company holding at the date of deposit of the requisition in the aggregate not less than one-tenth (1/10) of the aggregate number of votes attaching to all issued and outstanding Shares of the Company as at that date, on a one vote per share basis, that carries the right of voting at general meetings of the Company.
67. The requisition must state the objects of the meeting and the resolutions to be added to the meeting agenda, and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.
68. If there are no Directors as at the date of the deposit of a Members' requisition, or if the Directors do not within twenty-one (21) calendar days from the date of the deposit of such requisition duly proceed to convene a general meeting to be held within a further twenty-one (21) calendar days, the requisitionists themselves may convene the general meeting and all reasonable expenses incurred by the requisitionists as a result of the failure of the Directors to convene the general meeting shall be reimbursed to them by the Company, but any meeting so convened shall not be held after the expiration of three calendar months after the expiration of the said twenty-one (21) calendar days.
69. A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

#### **NOTICE OF GENERAL MEETINGS**

70. An annual general meeting shall be called by not less than 21 days' notice in writing and any extraordinary general meeting shall be called by not less than 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:
  - (a). in the case of an annual general meeting, by all the Members (or their proxies) entitled to attend and vote thereat; and
  - (b). in the case of an extraordinary general meeting, by a majority in number of the Members (or their proxies) having a right to attend and vote at the meeting, being a majority together holding not less than two-thirds (2/3) in voting rights of the Shares giving that right.
71. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any Person entitled to receive notice shall not invalidate the proceedings at any meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

72. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. The holder(s) of Shares which carry not less than one-third of the voting rights (on a one vote per share basis) in the Company's share capital shall constitute a quorum; unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by a duly authorized representative or proxy.
73. A person may participate at a general meeting by telephone or other similar communications equipment by means of which all the persons participating in such meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.
74. A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations, signed by their duly authorized representatives) shall be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.
75. If within half an hour from the time appointed for the meeting a quorum is not present, it shall stand adjourned to the fifth (5th) following calendar day at the same time and place (or to such other time or such other place as the Directors may determine) and at such adjourned meeting, two or more Members holding at least one-third of the voting rights (on a one vote per share basis) in the Company's share capital shall form a quorum. If within half an hour from the time appointed for the adjourned meeting such quorum is not present, the meeting shall be dissolved.
76. The chairman, if any, of the Board shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.
77. If no Director is willing to act as chairman or if no Director is present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting.
78. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty (30) calendar days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice.
79. A resolution put to the vote of the meeting shall be decided on the vote of the requisite majority pursuant to a poll of the Members. Unless otherwise required by the Statute or these Articles, such requisite majority shall be a simple majority of votes that are able to be cast.

80. The Directors may cancel or postpone any duly convened general meeting at any time prior to such meeting, except for general meetings requisitioned by the Members in accordance with these Articles, for any reason or for no reason, upon notice in writing to Members. A postponement may be for a stated period of any length and to a specific date, time and place as the Directors may determine. Notice of the business to be transacted at such postponed general meeting shall not be required. If a general meeting is postponed in accordance with this Article, the appointment of a proxy will be valid if it is received as required by the Articles not less than 48 hours before the time appointed for holding the postponed meeting.

#### **VOTES OF MEMBERS**

81. Subject to any rights and restrictions for the time being attached to any Share, (a) every Member present in person or by proxy (or, if a corporation or other non-natural person, by its duly authorized representative or proxy) shall, at a general or special meeting of the Company, have the right to speak; and (b) every Member present in such manner shall have one (1) vote for each Class A Ordinary Share and fifteen (15) votes for each Class B Ordinary Share, in each case of which he is the holder.

82. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.

82A. Where any Member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.

83. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote in respect of Shares carrying the right to vote held by him, whether on a show of hands or on a poll, by his committee, or other Person in the nature of a committee appointed by that court, and any such committee or other Person, may vote in respect of such Shares by proxy.

84. No Member shall be entitled to vote at any general meeting of the Company unless all calls, if any, or other sums presently payable by him in respect of Shares carrying the right to vote held by him have been paid.

85. On a poll votes may be given either personally or by proxy.

86. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings of the Company (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

#### **PROXIES**

87. The instrument appointing a proxy shall be in writing, be executed under the hand of the appointor or of his attorney duly authorized in writing, or, if the appointor is a corporation, under the hand of an officer or attorney duly authorized for that purpose. A proxy need not be a Member of the Company. A Shareholder who is the holder of two or more Shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting, and such proxies are under no obligation to cast all his votes in the same way.

88. The instrument appointing a proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company:

(a) not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or



(b)in the case of a poll taken more than forty-eight (48) hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty-four (24) hours before the time appointed for the taking of the poll; or

(c)where the poll is not taken forthwith but is taken not more than forty-eight (48) hours after it was demanded be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

provided that the Directors may in the notice convening the meeting, or in an instrument of proxy sent out by the Company, direct that the instrument appointing a proxy may be deposited (no later than the time for holding the meeting or adjourned meeting) at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company. The chairman may in any event at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted shall be invalid.

89.An instrument appointing a proxy may be in any usual or common form or such other form as the Directors may approve and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to confer authority to demand or join or concur in demanding a poll.

90.Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

#### **CORPORATIONS ACTING BY REPRESENTATIVES**

91.Any corporation or other non-natural person which is a Member or a Director may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any meeting of holders of a Class or of the Directors or of a committee of Directors, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member or Director.

#### **SHARES THAT MAY NOT BE VOTED**

92.Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

#### **DEPOSITARY AND CLEARING HOUSES**

93.If a recognised clearing house (or its nominee(s)) or depository (or its nominee(s)) is a Member of the Company it may, by resolution of its directors or other governing body or by power of attorney, authorise such Person(s) as it thinks fit to act as its representative(s) at any general

meeting of the Company or of any Class of Members provided that, if more than one Person is so authorized, the authorization shall specify the number and Class of Shares in respect of which each such Person is so authorized. A Person so authorized pursuant to this Article shall be entitled to exercise the same powers on behalf of the recognised clearing house (or its nominee(s)) or depository (or its nominee(s)) which he represents as that recognised clearing house (or its nominee(s)) or depository (or its nominee(s)) could exercise if it were an individual Member holding the number and Class of Shares specified in such authorization.

#### **DIRECTORS**

94. Unless otherwise determined by an Ordinary Resolution, the authorised number of Directors shall not be less than one (1) Director and there shall be no maximum number of Directors.

95. The Board shall have a Chairman elected and appointed by a majority of the Directors then in office. The period for which the Chairman will hold office will also be determined by a majority of all of the Directors then in office. The Chairman shall preside as chairman at every meeting of the Board, save and except that if the Chairman is not present at a meeting of the Board within fifteen minutes after the time appointed for holding the same, or if the Chairman is unable or unwilling to act as the chairman of a meeting of the Board, the attending Directors may choose one of their number to be the chairman of the meeting.

96. The Company may by Ordinary Resolution appoint any person to be a Director.

97. The Board may, by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting, appoint any person as a Director, to fill a casual vacancy on the Board or as an addition to the existing Board. Any Director so appointed by the Board shall hold office only until the first annual general meeting of the Company after his appointment and shall then be eligible for re-election.

98. A Director shall hold office until the expiration of his or her term or his or her successor shall have been elected and qualified, or until his or her office is otherwise vacated.

99. A Director shall not be required to hold any Shares in the Company by way of qualification. A Director who is not a Member of the Company shall nevertheless be entitled to attend and speak at general meetings.

100. A Director (including a managing Director or executive Director) may be removed from office by Ordinary Resolution of the Company or the affirmative vote of a simple majority of the other Directors present and voting at a Board meeting, notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under such agreement). A vacancy on the Board created by the removal of a Director under the previous sentence may be filled by Ordinary Resolution or by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting. The notice of any meeting at which a resolution to remove a Director shall be proposed or voted upon must contain a statement of the intention to remove that Director and such notice must be served on that Director not less than five (5) calendar days before the meeting. Such Director is entitled to attend the meeting and be heard on the motion for his removal.

101.The remuneration of the Directors may be determined by the Board or by a committee designated by the Board.

102.The Directors shall be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive such fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.

103.Subject to applicable Law, Designated Stock Exchange Rules and the Articles, the Board may establish any committee of the Board as the Board shall deem appropriate from time to time, and committees of the Board shall have the rights, powers and privileges granted to such committees by the Board from time to time.

104.The Company and the Members shall, unless otherwise prohibited by applicable Law, and to the extent agreed by the relevant Directors, cause the board of directors of each other Group Company to consist of the same persons as those Directors then on the Board.

#### **POWERS AND DUTIES OF DIRECTORS**

105.Subject to the provisions of the Statute and the Memorandum and these Articles, the business and affairs of the Company shall be conducted as directed by the Board. The Board shall have all such powers and authorities, and may do all such acts and things, to the maximum extent permitted by applicable Law, the Memorandum and these Articles. No resolution passed by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been passed.

106.The Board may, from time to time, and except as required by applicable Law or Designated Stock Exchange Rules, adopt, institute, amend, modify or revoke the corporate governance policies or initiatives of the Company and determine on various corporate governance related matters of the Company as the Board shall determine by resolution of Directors from time to time.

107.Subject to these Articles, the Directors may from time to time appoint any natural person or corporation, whether or not a Director to hold such office in the Company as the Directors may think necessary for the administration of the Company, including but not limited to, chief executive officer, one or more other executive officers, one or more vice-presidents, treasurer, assistant treasurer, manager or controller, and for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. Any natural person or corporation so appointed by the Directors may be removed by the Directors. The Directors may also appoint one or more of their number to the office of managing director upon like terms, but any such appointment shall ipso facto terminate if any managing director ceases for any cause to be a Director, or if the Company by Ordinary Resolution resolves that his tenure of office be terminated.

108.The Directors may appoint any natural person or corporation to be a Secretary (and if need be an assistant Secretary or assistant Secretaries) who shall hold office for such term, at such remuneration and upon such conditions and with such powers as they think fit. Any Secretary or assistant Secretary so appointed by the Directors may be removed by the Directors.

109. The Directors may from time to time and at any time by power of attorney (whether under Seal or under hand) or otherwise appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys or authorized signatory (any such person being an "Attorney" or "Authorized Signatory", respectively) of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such Attorney or Authorized Signatory as the Directors may think fit, and may also authorise any such Attorney or Authorized Signatory to delegate all or any of the powers, authorities and discretion vested in him.

110. The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following Articles shall not limit the general powers conferred by this Article.

111. The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any natural person or corporation to be a member of such committees or local boards and may appoint any managers or agents of the Company and may fix the remuneration of any such natural person or corporation.

112. The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorise the members for the time being of any such local board, or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any natural person or corporation so appointed and may annul or vary any such delegation, but no Person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

113. Any such delegates as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.

#### **BORROWING POWERS OF DIRECTORS**

114. The Directors may from time to time at their discretion exercise all the powers of the Company to borrow money, to mortgage or charge all or any part of its undertaking, property and assets (present and future) and uncalled capital, and to issue debentures, bonds and other securities, whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

#### **DISQUALIFICATION OF DIRECTORS**

115. The office of a Director shall be vacated if:

- (a). he gives notice in writing to the Company that he resigns the office of Director;
- (b). he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c). he is prohibited by any applicable Law or Designated Stock Exchange Rules from being a Director;

(d). he is found to be or becomes of unsound mind; or

(e). he is removed from office pursuant to any other provision of these Articles.

#### **MEETINGS OF THE BOARD**

116. The Board shall meet at such times and in such places as the Board shall designate from time to time. A Director may, and a Secretary or assistant Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of a Board meeting shall be given five (5) calendar days prior to the meeting counting from the date service is deemed to take place as provided in these Articles and excluding the proposed date of the Board meeting. Subject to these Articles, questions arising at any meeting shall be decided by a majority of votes of the Directors present at a meeting at which there is a quorum, with each having one (1) vote and in the case of an equality of votes the resolution shall fail.

117. A Director may participate in any meeting of the Board or of any committee of the Board by means of video conference, teleconference or other similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute such Director's presence in person at the meeting.

118. The quorum necessary for the transaction of the business of the Board may be fixed by the Directors, and unless so fixed, the quorum shall be a majority of Directors then in office and a majority of the Directors appointed by Tencent. A Director represented by proxy or by an alternate Director at any meeting shall be deemed to be present for the purposes of determining whether or not a quorum is present.

119. If a quorum is not present at any duly called meeting, such meeting may be adjourned to a time no earlier than forty-eight (48) hours after written notice of such adjournment has been given to the Directors. The Directors present at such adjourned meeting shall constitute a quorum, provided that the Directors present at such adjourned meeting may only discuss and/or approve the matters as described in the meeting notice delivered to the Directors in accordance with Article 116.

120. A resolution in writing (in one or more counterparts), signed by all the Directors or all the members of a committee of Directors entitled to receive notice of a meeting of Directors or committee of Directors, as the case may be (an alternate Director, subject as provided otherwise in the terms of appointment of the alternate Director, being entitled to sign such a resolution on behalf of his appointer), shall be as valid and effectual as if it had been passed at a meeting of the Directors or committee, as the case may be, duly convened and held. When signed a resolution may consist of several documents each signed by one or more of the Directors or his duly appointed alternate.

121. Subject to any regulations imposed on it by the Directors, a committee appointed by the Directors may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the

chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the committee members present may choose one of their number to be chairman of the meeting.

122. A committee appointed by the Directors may meet and adjourn as it thinks proper. Subject to any regulations imposed on it by the Directors, questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the chairman shall have a second or casting vote.
123. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.
124. The Company shall pay all fees, charges and expenses (including travel and related expenses) incurred by each Director in connection with: (i) attending the meetings of the Board and all committees thereof (if any) and (ii) conducting any other Company business requested by the Company.

#### **PRESUMPTION OF ASSENT**

125. A Director who is present at a meeting of the Board at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

#### **DIRECTORS' INTERESTS**

126. A Director may:

- (a). hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article;
- (b). act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director;
- (c). continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director,

joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Articles the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as Directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive

director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

Notwithstanding the foregoing, no "Independent Director" as defined in the rules of the Designated Stock Exchange or in Rule 10A-3 under the Exchange Act, and with respect of whom the Board has determined constitutes an "Independent Director" for purposes of compliance with applicable Law or the Company's listing requirements, shall without the consent of the Audit Committee take any of the foregoing actions or any other action that would reasonably be likely to affect such Director's status as an "Independent Director" of the Company.

127. Subject to applicable Law and to these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Article 128 herein. Any such transaction that would reasonably be likely to affect a Director's status as an "Independent Director", or that would constitute a "related party transaction" as defined by Item 7 of Form 20F promulgated by the Commission, shall require the approval of the Audit Committee.

128. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general Notice to the Board by a Director to the effect that:

(a). he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with that company or firm; or

(b). he is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with a specified person who is connected with him;

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, provided that no such Notice shall be effective unless either it is given at a meeting of the Board, disclosed by him or the alternate Director appointed by him at or prior to its consideration and any vote thereon or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

129. Following a declaration being made pursuant to the last preceding two Articles, subject to any separate requirement for Audit Committee approval under applicable Law or the Designated Stock Exchange Rules, and unless disqualified by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or proposed contract or arrangement in which such Director is interested and may be counted in the quorum at such meeting.

#### **MINUTES**

130. The Directors shall cause minutes to be made for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any Class of Shares and of the Directors, and of committees of Directors including the names of the Directors or alternate Directors present at each meeting.

131. When the chairman of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.

#### **ALTERNATE DIRECTORS**

132. Any Director (other than an alternate Director) may by writing appoint any other Director, or any other person willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by him.

133. An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at every such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence.

134. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

135. Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.



136. An alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

**AUDIT COMMITTEE**

137. Without prejudice to the freedom of the Directors to establish any other committees, for so long as the shares of the Company (or depositary receipts therefor) are listed or quoted on the Designated Stock Exchange, the Board shall establish and maintain an Audit Committee as a committee of the Board, the composition and responsibilities of which shall comply with the charter of the Audit Committee, the Designated Stock Exchange Rules and the rules and regulations of the Commission.

**NO MINIMUM SHAREHOLDING**

138. The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed, a Director is not required to hold Shares.

**SEAL**

139. The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer or other person appointed by the Directors for the purpose.

140. The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

141. A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

**DIVIDENDS, DISTRIBUTIONS AND RESERVE**

142. Subject to the Statute and these Articles any rights and restrictions for the time being attached to any Shares, the Directors may from time to time declare dividends (including interim dividends) and other distributions on Shares in issue and authorize payment of the dividends or distributions out of the funds of the Company lawfully available therefor. No dividend or distribution shall be paid except out of the realized or unrealized profits of the Company, or out of the share premium account or as otherwise permitted by the Statute.

143. Except as otherwise provided by the rights attached to Shares, all dividends shall be declared and paid according to the par value of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for dividend accordingly.

144. The Directors may deduct from any dividend or distribution payable to any Member all sums of money (if any) then payable by him to the Company on account of calls or otherwise.
145. The Directors may declare that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.
146. Any dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of three or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders.
147. If several Persons are registered as joint holders of any Share, any of them may give effective receipts for any dividend or other moneys payable on or in respect of the Share.
148. No dividend or distribution shall bear interest against the Company.
149. Any dividend which cannot be paid to a Member and/or which remains unclaimed after six (6) months from the date of declaration of such dividend may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the dividend shall remain as a debt due to the Member. Any dividend which remains unclaimed after a period of six (6) years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

#### **CAPITALIZATION**

150. Subject to applicable Law, the Directors may:
- (a). resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts or funds (including the Share Premium Account and capital redemption reserve fund) or any sum standing to the credit of the profit and loss account or otherwise available for distribution;
  - (b). appropriate the sum resolved to be capitalised to the Members in proportion to the nominal amount of Shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

(i) paying up the amounts (if any) for the time being unpaid on Shares held by them respectively, or

(ii) paying up in full unissued Shares or debentures of a nominal amount equal to that sum,

and allot the Shares or debentures, credited as fully paid, to the Members (or as they may direct) in those proportions, or partly in one way and partly in the other, but the Share Premium Account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Members credited as fully paid;

(c). make any arrangements they think fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Directors may deal with the fractions as they think fit;

(d). authorise a Person to enter (on behalf of all the Members concerned) into an agreement with the Company providing for either:

(i) the allotment to the Members respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalisation, or

(ii) the payment by the Company on behalf of the Members (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing Shares,

and any such agreement made under this authority being effective and binding on all those Members; and

(e). generally do all acts and things required to give effect to the resolution.

151. Notwithstanding any provisions in these Articles, the Directors may resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts or funds (including the Share Premium Account and capital redemption reserve fund) or any sum standing to the credit of the profit and loss account or otherwise available for distribution by applying such sum in paying up in full unissued Shares to be allotted and issued to:

(a). employees (including Directors) or service providers of the Company or its Affiliates upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Directors or the Members;

(b). any trustee of any trust or administrator of any share incentive scheme or employee benefit scheme to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Directors or Members; or

- (c). any depositary of the Company for the purposes of the issue, allotment and delivery by the depositary of ADSs to employees (including Directors) or service providers of the Company or its Affiliates upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Directors or the Members.

#### **BOOKS OF ACCOUNT**

152. The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
153. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Statute or authorized by the Directors or by the Company in general meeting.
154. The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by the Law.

#### **AUDIT**

155. The Company shall at every annual general meeting by Ordinary Resolution appoint an Auditor of the Company who shall hold office until the next annual general meeting. The removal of an Auditor before the expiration of his period of office shall require the approval of an Ordinary Resolution of the Members in general meeting.
156. The remuneration of the Auditor shall be fixed by the Company at the annual general meeting at which they are appointed by Ordinary Resolution provided that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Audit Committee or, in the absence of such an Audit Committee, by the Board.
157. [Deleted].
158. Auditors of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.
159. Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment and at any time during their term of office upon request of the Directors or any general meeting of the Members.

160. The statement of income and expenditure and the balance sheet provided for by these Articles shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Audit Committee. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than the Cayman Islands. If so, the financial statements and the report of the Auditor should disclose this act and name such country or jurisdiction.

#### **SHARE PREMIUM ACCOUNT**

161. The Directors shall in accordance with the Statute establish a Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.

162. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase price provided always that at the discretion of the Directors such sum may be paid out of the profits of the Company or, if permitted by the Statute, out of capital.

#### **NOTICES**

163. Any notice or document may be served by the Company or by the Person entitled to give notice to any Member either personally, or by posting it airmail or air courier service in a prepaid letter addressed to such Member at his address as appearing in the Register, or by electronic mail to any electronic mail address such Member may have specified in writing for the purpose of such service of notices, or by facsimile should the Directors deem it appropriate. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

164. Any Member present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

165. Any notice or other document, if served by:

- (a) post, shall be deemed to have been served five (5) calendar days after the time when the letter containing the same is posted;

- (b). facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of the facsimile in full to the facsimile number of the recipient;
- (c). recognised courier service, shall be deemed to have been served 48 hours after the time when the letter containing the same is delivered to the courier service; or
- (d). electronic mail, shall be deemed to have been served immediately upon the time of the transmission by electronic mail.
- (e). In proving service by post or courier service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly posted or delivered to the courier service.

166. Any notice or document delivered or sent in accordance with the terms of these Articles shall notwithstanding that such Member be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Member as sole or joint holder, unless his name shall at the time of the service of the notice or document, have been removed from the Register as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Share.

167. Notice of every general meeting of the Company shall be given to:

- (a). all Members holding Shares with the right to receive notice and who have supplied to the Company an address for the giving of notices to them; and
- (b). every Person entitled to a Share in consequence of the death or bankruptcy of a Member, who but for his death or bankruptcy would be entitled to receive notice of the meeting.

168. No other Person shall be entitled to receive notices of general meetings.

#### INFORMATION

169. No Member shall be entitled to require discovery of any information in respect of any detail of the Company's trading or any information which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board would not be in the interests of the Members of the Company to communicate to the public.

170. The Board shall be entitled to release or disclose any information in its possession, custody or control regarding the Company or its affairs to any of its Members including, without limitation, information contained in the Register and transfer books of the Company.

#### WINDING UP

171. Subject to the Statute, the Company may by Special Resolution resolve that the Company be wound up voluntarily. If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Statute, divide amongst the Members in species or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.
172. If the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the par value of the Shares held by them. If in a winding up the assets available for distribution amongst the Members 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 the Members 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 the Company for unpaid calls or otherwise. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

#### INDEMNITY

173. Every Director (including for the purposes of this Article any alternate Director appointed pursuant to the provisions of these Articles), Secretary, assistant Secretary, or other Officer (but not including the Company's auditors) and the personal representatives of the same (each an "**Indemnified Person**") shall be indemnified and secured harmless against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own dishonesty, willful default or fraud as determined by a court of competent jurisdiction, in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the Cayman Islands or elsewhere.
174. No Indemnified Person shall be liable:
- (a) for the acts, receipts, neglects, defaults or omissions of any other Director or Officer or agent of the Company; or
  - (b) for any loss on account of defect of title to any property of the Company; or
  - (c) on account of the insufficiency of any security in or upon which any money of the Company shall be invested; or
  - (d) for any loss incurred through any bank, broker or other similar Person; or

- (e). for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or
  - (f). oversight on such Indemnified Person's part; or
  - (g). for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities, or discretions of such Indemnified Person's office or in relation thereto;
- unless the same shall happen through such Indemnified Person's own dishonesty, willful default or fraud.

#### **FISCAL YEAR**

175. The fiscal year of the Company shall be determined by the Board from time to time. Unless the Board otherwise prescribes, the financial year of the Company shall end on 31st December in each year and shall begin on 1st January in each year.

#### **DISCLOSURE**

176. The Directors, or any service providers (including the officers, the Secretary and the registered office agent of the Company) specifically authorized by the Directors, shall be entitled to disclose to any regulatory or judicial authority or to the Designated Stock Exchange any information regarding the affairs of the Company including without limitation information contained in the Register and books of the Company.

#### **TRANSFER BY WAY OF CONTINUATION**

177. The Company may by Special Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause an application to be made to the Registrar of Companies to deregister the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all such further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.

#### **MERGERS AND CONSOLIDATIONS**

178. The Company shall have the power to merge or consolidate with one or more other constituent companies (as defined in the Statute) upon such terms as the Directors may determine and (to the extent required by the Statute) with the approval of a Special Resolution.



**DEPOSIT AGREEMENT**

**TENCENT MUSIC ENTERTAINMENT GROUP**

**AND**

**THE BANK OF NEW YORK MELLON As Depositary  
AND**

**OWNERS AND HOLDERS OF AMERICAN DEPOSITARY SHARES**

Amended and Restated Deposit Agreement

October 28, 2022 (effective on November 22, 2022)

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## AMENDED AND RESTATED DEPOSIT AGREEMENT

AMENDED AND RESTATED DEPOSIT AGREEMENT dated as of October 28, 2022 among TENCENT MUSIC ENTERTAINMENT GROUP, a company incorporated under the laws of the Cayman Islands (herein called the Company), THE BANK OF NEW YORK MELLON, a New York banking corporation (herein called the Depository), and all Owners and Holders (each as hereinafter defined) from time to time of American Depositary Shares issued hereunder.

### WITNESSETH:

WHEREAS, the Company and the Depository entered into a deposit agreement dated as of December 11, 2018 (that agreement, the "Prior Deposit Agreement"); and

WHEREAS, the Company and the Depository now wish to amend and restate the Prior Deposit Agreement in various respects pursuant to Section 6.1 of the Prior Deposit Agreement in the form of this Amended and Restated Deposit Agreement; and

WHEREAS, the Company desires to provide, as set forth in this Amended and Restated Deposit Agreement, for the deposit of Shares (as hereinafter defined) of the Company from time to time with the Depository or with the Custodian (as hereinafter defined) under this Amended and Restated Deposit Agreement, for the creation of American Depositary Shares representing the Shares so deposited and for the execution and delivery of American Depositary Receipts evidencing the American Depositary Shares; and

WHEREAS, the American Depositary Receipts are to be substantially in the form of Exhibit A annexed to this Amended and Restated Deposit Agreement, with appropriate insertions, modifications and omissions, as set forth in this Amended and Restated Deposit Agreement;

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto that the Prior Deposit Agreement is hereby amended and restated as follows:

#### ARTICLE 1. DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated, apply to the respective terms used in this Deposit Agreement:

##### SECTION 1.1. American Depositary Shares.

The term "American Depositary Shares" shall mean the securities created under this Deposit Agreement representing rights with respect to the Deposited Securities. American Depositary Shares may be certificated securities evidenced by Receipts or uncertificated securities. The form of Receipt annexed as Exhibit A to this Deposit Agreement shall be the prospectus required under the Securities Act of 1933 for sales of both certificated and uncertificated American Depositary Shares. Except for those provisions of this Deposit Agreement that refer specifically to Receipts, all the provisions of this Deposit Agreement shall apply to both certificated and uncertificated American Depositary Shares.

Each American Depositary Share shall represent the number of Shares specified in Exhibit A to this Deposit Agreement, except that, if there is a distribution upon Deposited Securities covered by Section 4.3, a change in Deposited Securities covered by Section 4.8 with respect to which additional American Depositary Shares are not delivered or a sale of Deposited Securities under Section 3.2 or 4.8, each American Depositary Share shall thereafter represent the amount of Shares or other Deposited Securities that are then on deposit per American Depositary Share after giving effect to that distribution, change or sale.

SECTION 1.2. Commission.

The term "Commission" shall mean the Securities and Exchange Commission of the United States or any successor governmental agency in the United States.

SECTION 1.3. Company.

The term "Company" shall mean Tencent Music Entertainment Group, a company incorporated under the laws of the Cayman Islands, and its successors.

SECTION 1.4. Custodian.

The term "Custodian" shall mean The Hongkong and Shanghai Banking Corporation Limited, as custodian for the Depository in Hong Kong for the purposes of this Deposit Agreement, and any other firm or corporation the Depository appoints under Section 5.5 as a substitute or additional custodian under this Deposit Agreement, and shall also mean all of them collectively.

SECTION 1.5. Deliver; Surrender.

(a) The term "deliver", or its noun form, when used with respect to Shares or other Deposited Securities, shall mean (i) book-entry transfer of those Shares or other Deposited Securities to an account maintained by an institution authorized under applicable law to effect transfers of such securities designated by the person entitled to that delivery or (ii) physical transfer of certificates evidencing those Shares or other Deposited Securities registered in the name of, or duly endorsed or accompanied by proper instruments of transfer to, the person entitled to that delivery.

(b) The term "deliver", or its noun form, when used with respect to American Depositary Shares, shall mean (i) registration of those American Depositary Shares in the name of DTC or its nominee and book-entry transfer of those American Depositary Shares to an account at DTC designated by the person entitled to that delivery, (ii) registration of those American Depositary Shares not evidenced by a Receipt on the books of the Depository in the name requested by the person entitled to that delivery and mailing to that person of a statement confirming that registration or (iii) if requested by the person entitled to that delivery, execution and delivery at the Depository's Office to the person entitled to that delivery of one or more Receipts evidencing those American Depositary Shares registered in the name requested by that person.

(c) The term "surrender", when used with respect to American Depositary Shares, shall mean (i) one or more book-entry transfers of American Depositary Shares to the DTC account of the Depository,

(ii) delivery to the Depository at its Office of an instruction to surrender American Depositary Shares not evidenced by a Receipt or (iii) surrender to the Depository at its Office of one or more Receipts evidencing American Depositary Shares.

SECTION 1.6. Deposit Agreement.

The term "Deposit Agreement" shall mean this Amended and Restated Deposit Agreement, as it may be amended from time to time in accordance with the provisions of this Deposit Agreement.

SECTION 1.7. Depository; Depository's Office.

The term "Depository" shall mean The Bank of New York Mellon, a New York banking corporation, and any successor as depository under this Deposit Agreement. The term "Office", when used with respect to the Depository, shall mean the office at which its depository receipts business is administered, which, at the date of this Deposit Agreement, is located at 240 Greenwich Street, New York, New York 10286.

SECTION 1.8. Deposited Securities.

The term "Deposited Securities" as of any time shall mean Shares at such time deposited or deemed to be deposited under this Deposit Agreement, including without limitation, Shares that have not been successfully delivered upon surrender of American Depositary Shares, and any and all other securities, property and cash received by the Depository or the Custodian in respect of Deposited Securities and at that time held under this Deposit Agreement.

SECTION 1.9. Disseminate.

The term "Disseminate," when referring to a notice or other information to be sent by the Depository to Owners, shall mean (i) sending that information to Owners in paper form by mail or another means or (ii) with the consent of Owners, another procedure that has the effect of making the information available to Owners, which may include (A) sending the information by electronic mail or electronic messaging or (B) sending in paper form or by electronic mail or messaging a statement that the information is available and may be accessed by the Owner on an Internet website and that it will be sent in paper form upon request by the Owner, when that information is so available and is sent in paper form as promptly as practicable upon request.

SECTION 1.10. Dollars.

The term "Dollars" shall mean United States dollars.

SECTION 1.11. DTC.

The term "DTC" shall mean The Depository Trust Company or its successor.

SECTION 1.12. Foreign Registrar.

The term “Foreign Registrar” shall mean the entity that carries out the duties of registrar for the Shares and any other agent of the Company for the transfer and registration of Shares, including, without limitation, any securities depository for the Shares.

SECTION 1.13. Holder.

The term “Holder” shall mean any person holding a Receipt or a security entitlement or other interest in American Depositary Shares, whether for its own account or for the account of another person, but that is not the Owner of that Receipt or those American Depositary Shares.

SECTION 1.14. Owner.

The term “Owner” shall mean the person in whose name American Depositary Shares are registered on the books of the Depositary maintained for that purpose.

SECTION 1.15. Receipts.

The term “Receipts” shall mean the American Depositary Receipts issued under this Deposit Agreement evidencing certificated American Depositary Shares, as the same may be amended from time to time in accordance with the provisions of this Deposit Agreement.

SECTION 1.16. Registrar.

The term “Registrar” shall mean any corporation or other entity that is appointed by the Depositary to register American Depositary Shares and transfers of American Depositary Shares as provided in this Deposit Agreement.

SECTION 1.17. Replacement.

The term “Replacement” shall have the meaning assigned to it in Section 4.8.

SECTION 1.18. Restricted Securities.

The term “Restricted Securities” shall mean Shares that (i) are “restricted securities,” as defined in Rule 144 under the Securities Act of 1933, except for Shares that could be resold in reliance on Rule 144 without any conditions, (ii) are beneficially owned by an officer, director (or person performing similar functions) or other affiliate of the Company, (iii) otherwise would require registration under the Securities Act of 1933 in connection with the public offer and sale thereof in the United States or (iv) are subject to other restrictions on sale or deposit under the laws of the Cayman Islands, a shareholder agreement or the articles of association or similar document of the Company.

SECTION 1.19. Securities Act of 1933.

The term "Securities Act of 1933" shall mean the United States Securities Act of 1933, as from time to time amended.

SECTION 1.20. Shares.

The term "Shares" shall mean Class A ordinary shares of the Company that are validly issued and outstanding, fully paid and nonassessable and that were not issued in violation of any pre-emptive or similar rights of the holders of outstanding securities of the Company; provided, however, that, if there shall occur any change in nominal or par value, a split-up or consolidation or any other reclassification or, upon the occurrence of an event described in Section 4.8, an exchange or conversion in respect of the Shares of the Company, the term "Shares" shall thereafter also mean the successor securities resulting from such change in nominal value, split-up or consolidation or such other reclassification or such exchange or conversion.

SECTION 1.21. SWIFT.

The term "SWIFT" shall mean the financial messaging network operated by the Society for Worldwide Interbank Financial Telecommunication, or its successor.

SECTION 1.22. Termination Option Event.

The term "Termination Option Event" shall mean any of the following events or conditions:

(i) the Company institutes proceedings to be adjudicated as bankrupt or insolvent, consents to the institution of bankruptcy or insolvency proceedings against it, files a petition or answer or consent seeking reorganization or relief under any applicable law in respect of bankruptcy or insolvency, consents to the filing of any petition of that kind or to the appointment of a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of it or any substantial part of its property or makes an assignment for the benefit of creditors, or if information becomes publicly available indicating that unsecured claims against the Company are not expected to be paid;

(ii) the Shares are delisted, or the Company announces its intention to delist the shares, from a stock exchange outside the United States, and the Company has not applied to list the Shares on any other stock exchange outside the United States;

(iii) the American Depositary Shares are delisted from a stock exchange in the United States on which the American Depositary Shares are listed and, 30 days after that delisting, the American Depositary Shares have not been listed on another stock exchange in the United States, nor is there a symbol available for over-the-counter trading of the American Depositary Shares in the United States;

(iv) the Depository has received notice of facts that indicate, or otherwise has reason to believe, that the American Depositary Shares have become, or with the passage of time will become, ineligible for registration on Form F-6 under the Securities Act of 1933; or



(iv) an event or condition that is defined as a Termination Option Event in Section 4.1, 4.2 or 4.8.

ARTICLE 2. FORM OF RECEIPTS, DEPOSIT OF SHARES, DELIVERY, TRANSFER AND SURRENDER OF AMERICAN DEPOSITARY SHARES

SECTION 2.1. Form of Receipts; Registration and Transferability of American Depositary Shares.

Definitive Receipts shall be substantially in the form set forth in Exhibit A to this Deposit Agreement, with appropriate insertions, modifications and omissions, as permitted under this Deposit Agreement. No Receipt shall be entitled to any benefits under this Deposit Agreement or be valid or obligatory for any purpose, unless that Receipt has been (i) executed by the Depository by the manual signature of a duly authorized officer of the Depository or (ii) executed by the facsimile signature of a duly authorized officer of the Depository and countersigned by the manual signature of a duly authorized signatory of the Depository or the Registrar or a co-registrar. The Depository shall maintain books on which (x) each Receipt so executed and delivered as provided in this Deposit Agreement and each transfer of that Receipt and (y) all American Depositary Shares delivered as provided in this Deposit Agreement and all registrations of transfer of American Depositary Shares, shall be registered. A Receipt bearing the facsimile signature of a person that was at any time a proper officer of the Depository shall, subject to the other provisions of this paragraph, bind the Depository, even if that person was not a proper officer of the Depository on the date of issuance of that Receipt.

The Receipts and statements confirming registration of American Depositary Shares may have incorporated in or attached to them such legends or recitals or modifications not inconsistent with the provisions of this Deposit Agreement as may be required by the Depository or required to comply with any applicable law or regulations thereunder or with the rules and regulations of any securities exchange upon which American Depositary Shares may be listed or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Receipts and American Depositary Shares are subject by reason of the date of issuance of the underlying Deposited Securities or otherwise.

American Depositary Shares evidenced by a Receipt, when the Receipt is properly endorsed or accompanied by proper instruments of transfer, shall be transferable as certificated registered securities under the laws of the State of New York. American Depositary Shares not evidenced by Receipts shall be transferable as uncertificated registered securities under the laws of the State of New York. The Depository, notwithstanding any notice to the contrary, may treat the Owner of American Depositary Shares as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in this Deposit Agreement and for all other purposes, and neither the Depository nor the Company shall have any obligation or be subject to any liability under this Deposit Agreement to any Holder of American Depositary Shares (but only to the Owner of those American Depositary Shares).

SECTION 2.2. Deposit of Shares.

Subject to the terms and conditions of this Deposit Agreement, Shares or evidence of rights to receive Shares may be deposited under this Deposit Agreement by delivery thereof to any Custodian,

accompanied by any appropriate instruments or instructions for transfer, or endorsement, in form satisfactory to the Custodian.

As conditions of accepting Shares for deposit, the Depositary may require (i) any certification required by the Depositary or the Custodian in accordance with the provisions of this Deposit Agreement, (ii) a written order directing the Depositary to deliver to, or upon the written order of, the person or persons stated in that order American Depositary Shares representing those deposited Shares, (iii) evidence satisfactory to the Depositary that those Shares have been re-registered in the books of the Company or the Foreign Registrar in the name of the Depositary, a Custodian or a nominee of the Depositary or a Custodian, (iv) evidence satisfactory to the Depositary that any necessary approval for the transfer or deposit has been granted by any governmental body in each applicable jurisdiction and (v) an agreement or assignment, or other instrument satisfactory to the Depositary, that provides for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property, that any person in whose name those Shares are or have been recorded may thereafter receive upon or in respect of those Shares, or, in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depositary.

At the request and risk and expense of a person proposing to deposit Shares, and for the account of that person, the Depositary may receive certificates for Shares to be deposited, together with the other instruments specified in this Section, for the purpose of forwarding those Share certificates to the Custodian for deposit under this Deposit Agreement.

The Depositary shall instruct each Custodian that, upon each delivery to a Custodian of a certificate or certificates for Shares to be deposited under this Deposit Agreement, together with the other documents specified in this Section, that Custodian shall, as soon as transfer and recordation can be accomplished, present that certificate or those certificates to the Company or the Foreign Registrar, if applicable, for transfer and recordation of the Shares being deposited in the name of the Depositary or its nominee or that Custodian or its nominee.

Deposited Securities shall be held by the Depositary or by a Custodian for the account and to the order of the Depositary or at such other place or places as the Depositary shall determine.

#### SECTION 2.3. Delivery of American Depositary Shares.

The Depositary shall instruct each Custodian that, upon receipt by that Custodian of any deposit pursuant to Section 2.2, together with the other documents or evidence required under that Section, that Custodian shall notify the Depositary of that deposit and the person or persons to whom or upon whose written order American Depositary Shares are deliverable in respect thereof. Upon receiving a notice of a deposit from a Custodian, or upon the receipt of Shares or evidence of the right to receive Shares by the Depositary, the Depositary, subject to the terms and conditions of this Deposit Agreement, shall deliver, to or upon the order of the person or persons entitled thereto, the number of American Depositary Shares issuable in respect of that deposit, but only upon payment to the Depositary of the fees and expenses of the Depositary for the delivery of those American Depositary Shares as provided in Section 5.9, and of all taxes and governmental charges and fees payable in connection with that deposit and the transfer of

the deposited Shares. However, the Depositary shall deliver only whole numbers of American Depositary Shares.

SECTION 2.4. Registration of Transfer of American Depositary Shares; Combination and Split- up of Receipts; Interchange of Certificated and Uncertificated American Depositary Shares.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall register a transfer of American Depositary Shares on its transfer books upon (i) in the case of certificated American Depositary Shares, surrender of the Receipt evidencing those American Depositary Shares, by the Owner or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer or (ii) in the case of uncertificated American Depositary Shares, receipt from the Owner of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9), and, in either case, duly stamped as may be required by the laws of the State of New York and of the United States of America. Upon registration of a transfer, the Depositary shall deliver the transferred American Depositary Shares to or upon the order of the person entitled thereto.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered.

The Depositary, upon surrender of certificated American Depositary Shares for the purpose of exchanging for uncertificated American Depositary Shares, shall cancel the Receipt evidencing those certificated American Depositary Shares and send the Owner a statement confirming that the Owner is the owner of the same number of uncertificated American Depositary Shares. The Depositary, upon receipt of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9) from the Owner of uncertificated American Depositary Shares for the purpose of exchanging for certificated American Depositary Shares, shall cancel those uncertificated American Depositary Shares and register and deliver to the Owner a Receipt evidencing the same number of certificated American Depositary Shares.

The Depositary may appoint one or more co-transfer agents for the purpose of effecting registration of transfers of American Depositary Shares and combinations and split-ups of Receipts at designated transfer offices on behalf of the Depositary. In carrying out its functions, a co-transfer agent may require evidence of authority and compliance with applicable laws and other requirements by Owners or persons entitled to American Depositary Shares and will be entitled to protection and indemnity to the same extent as the Depositary.

SECTION 2.5. Surrender of American Depositary Shares and Withdrawal of Deposited Securities.

Upon surrender of American Depositary Shares for the purpose of withdrawal of the Deposited Securities represented thereby and payment of the fee of the Depositary for the surrender of American Depositary Shares as provided in Section 5.9 and payment of all taxes and governmental charges payable in connection with that surrender and withdrawal of the Deposited Securities, and subject

to the terms and conditions of this Deposit Agreement, the Owner of those American Depositary Shares shall be entitled to delivery (to the extent delivery can then be lawfully and practicably made), to or as instructed by that Owner, of the amount of Deposited Securities at the time represented by those American Depositary Shares, but not any money or other property as to

which a record date for distribution to Owners has passed (since money or other property of that kind will be delivered or paid on the scheduled payment date to the Owner as of that record date), and except that the Depository shall not be required to accept surrender of American Depositary Shares for the purpose of withdrawal to the extent it would require delivery of a fraction of a Deposited Security. That delivery shall be made, as provided in this Section, without unreasonable delay.

As a condition of accepting a surrender of American Depositary Shares for the purpose of withdrawal of Deposited Securities, the Depository may require (i) that each surrendered Receipt be properly endorsed in blank or accompanied by proper instruments of transfer in blank and (ii) that the surrendering Owner execute and deliver to the Depository a written order directing the Depository to cause the Deposited Securities being withdrawn to be delivered to or upon the written order of a person or persons designated in that order.

Thereupon, the Depository shall direct the Custodian to deliver, subject to Sections 2.6, 3.1 and 3.2, the other terms and conditions of this Deposit Agreement and local market rules and practices, to the surrendering Owner or to or upon the written order of the person or persons designated in the order delivered to the Depository as above provided, the amount of Deposited Securities represented by the surrendered American Depositary Shares, and the Depository may charge the surrendering Owner a fee and its expenses for giving that direction by cable (including SWIFT) or facsimile transmission.

If Deposited Securities are delivered physically upon surrender of American Depositary Shares for the purpose of withdrawal, that delivery will be made at the Custodian's office, except that, at the request, risk and expense of an Owner surrendering American Depositary Shares for withdrawal of Deposited Securities, and for the account of that Owner, the Depository shall direct the Custodian to forward any cash or other property comprising, and forward a certificate or certificates, if applicable, and other proper documents of title, if any, for, the Deposited Securities represented by the surrendered American Depositary Shares to the Depository for delivery at the Depository's Office or to another address specified in the order received from the surrendering Owner.

#### SECTION 2.6. Limitations on Delivery, Registration of Transfer and Surrender of American Depositary Shares.

As a condition precedent to the delivery, registration of transfer or surrender of any American Depositary Shares or split-up or combination of any Receipt or withdrawal of any Deposited Securities, the Depository, Custodian or Registrar may require payment from the depositor of Shares or the presenter of the Receipt or instruction for registration of transfer or surrender of American Depositary Shares not evidenced by a Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as provided in this Deposit Agreement, may require the production of proof satisfactory to it as to the identity

and genuineness of any signature and may also require compliance with any regulations the Depository may establish consistent with the provisions of this Deposit Agreement, including, without limitation, this Section 2.6.

The Depository may refuse to accept deposits of Shares for delivery of American Depositary Shares or to register transfers of American Depositary Shares in particular instances, or may suspend deposits of Shares or registration of transfer generally whenever it or the Company considers it necessary or advisable to do so. The Depository may refuse surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities in particular instances, or may suspend surrenders for the purpose of withdrawal generally but notwithstanding anything to the contrary in this Deposit Agreement, only for (i) temporary delays caused by closing of the Depository's register or the register of holders of Shares maintained by the Company or the Foreign Registrar, or the deposit of Shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the American Depositary Shares or to the withdrawal of the Deposited Securities or (iv) any other reason that, at the time, is permitted under paragraph I(A)(1) of the General Instructions to Form F-6 under the Securities Act of 1933 or any successor to the provision.

The Depository shall not knowingly accept for deposit under this Deposit Agreement any Shares that, at the time of deposit, are Restricted Securities.

SECTION 2.7. Lost Receipts, etc.

If a Receipt is mutilated, destroyed, lost or stolen, the Depository shall deliver to the Owner the American Depositary Shares evidenced by that Receipt in uncertificated form or, if requested by the Owner, execute and deliver a new Receipt of like tenor in exchange and substitution for such mutilated Receipt, upon surrender and cancellation of that mutilated Receipt, or in lieu of and in substitution for that destroyed, lost or stolen Receipt. However, before the Depository will deliver American Depositary Shares in uncertificated form or execute and deliver a new Receipt, in substitution for a destroyed, lost or stolen Receipt, the Owner must (a) file with the Depository (i) a request for that replacement before the Depository has notice that the Receipt has been acquired by a bona fide purchaser and (ii) a sufficient indemnity bond and (b) satisfy any other reasonable requirements imposed by the Depository.

SECTION 2.8. Cancellation and Destruction of Surrendered Receipts.

The Depository shall cancel all Receipts surrendered to it and is authorized to destroy Receipts so cancelled.

SECTION 2.9. DTC Direct Registration System and Profile Modification System.

(a) Notwithstanding the provisions of Section 2.4, the parties acknowledge that DTC's Direct Registration System ("DRS") and Profile Modification System ("Profile") apply to the American Depositary Shares upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC that facilitates interchange between registered holding of uncertificated securities and holding of security entitlements in those securities through DTC and a DTC participant. Profile is a required feature of DRS that allows a DTC participant, claiming to act on behalf of an Owner of American Depositary Shares, to direct the Depository to register a transfer of those American Depositary Shares to DTC or its nominee and to deliver those American Depositary Shares to the DTC account of that DTC participant without receipt by the Depository of prior authorization from the Owner to register that transfer.

(b) In connection with DRS/Profile, the parties acknowledge that the Depository will not determine whether the DTC participant that is claiming to be acting on behalf of an Owner in requesting a registration of transfer and delivery as described in paragraph (a) above has the actual authority to act on behalf of that Owner (notwithstanding any requirements under the Uniform Commercial Code). For the avoidance of doubt, the provisions of Sections 5.3 and 5.8 apply to the matters arising from the use of the DRS/Profile. The parties agree that the Depository's reliance on and compliance with instructions received by the Depository through the DRS/Profile system and otherwise in accordance with this Deposit Agreement shall not constitute negligence or bad faith on the part of the Depository.

ARTICLE 3. CERTAIN OBLIGATIONS OF OWNERS AND HOLDERS OF AMERICAN DEPOSITARY SHARES

SECTION 3.1. Filing Proofs, Certificates and Other Information.

Any person presenting Shares for deposit or any Owner or Holder may be required from time to time to file with the Depository or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depository may deem necessary or proper, or as the Company may reasonably require by written request to the Depository. The Depository may withhold the delivery or registration of transfer of American Depositary Shares, the distribution of any dividend or other distribution or of the proceeds thereof or the delivery of any Deposited Securities until that proof or other information is filed or those certificates are executed or those representations and warranties are made. The Depository shall provide the Company, upon the Company's written request and at the Company's expense, as promptly as practicable, with copies of any information or other materials which the Depository receives pursuant to this Section, to the extent that the requested disclosure is permitted under applicable law.

SECTION 3.2. Liability of Owner for Taxes.

If any tax or other governmental charge shall become payable by the Custodian or the Depository with respect to or in connection with any American Depositary Shares or any Deposited Securities represented by any American Depositary Shares or in connection with a transaction to which Section 4.8 applies, that tax or other governmental charge shall be payable by the Owner of those American Depositary Shares to the Depository. The Depository may refuse to register any transfer of those American Depositary Shares or any withdrawal of Deposited Securities represented by those American Depositary Shares until that payment is made, and may withhold any dividends or other

distributions or the proceeds thereof, or may sell for the account of the Owner any part or all of the Deposited Securities represented by those American Depositary Shares and apply those dividends or other distributions or the net proceeds of any sale of that kind in payment of that tax or other governmental charge but, even after a sale of that kind, the Owner of those American Depositary Shares shall remain liable for any deficiency. The Depositary shall distribute any net proceeds of a sale made under this Section that are not used to pay taxes or governmental charges to the Owners entitled to them in accordance with Section 4.1. If the number of Shares represented by each American Depositary Share decreases as a result of a sale of Deposited Securities under this Section, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

### SECTION 3.3. Warranties on Deposit of Shares.

Every person depositing Shares under this Deposit Agreement shall be deemed thereby to represent and warrant that those Shares and each certificate therefor, if applicable, are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive or similar rights of the holders of outstanding securities of the Company and that the person making that deposit is duly authorized so to do. Every depositing person shall also be deemed to represent that the Shares, at the time of deposit, are not Restricted Securities. All representations and warranties deemed made under this Section shall survive the deposit of Shares and delivery of American Depositary Shares.

### SECTION 3.4. Disclosure of Interests.

When required in order to comply with applicable laws and regulations or the articles of association or similar document of the Company, the Company may from time to time request each Owner and Holder to provide to the Depositary information relating to: (a) the capacity in which it holds American Depositary Shares, (b) the identity of any Holders or other persons or entities then or previously interested in those American Depositary Shares and the nature of those interests and (c) any other matter where disclosure of such matter is required for that compliance. Each Owner and Holder agrees to provide all information known to it in response to a request made pursuant to this Section. Each Holder consents to the disclosure by the Depositary and the Owner or any other Holder through which it holds American Depositary Shares, directly or indirectly, of all information responsive to a request made pursuant to this Section relating to that Holder that is known to that Owner or other Holder. The Depositary agrees to use reasonable efforts to comply with written instructions requesting that the Depositary forward any request authorized under this Section to the Owners and to forward to the Company any responses it receives in response to that request. The Depositary may charge the Company a fee and its expenses for complying with requests under this Section 3.4

## ARTICLE 4. THE DEPOSITED SECURITIES

### SECTION 4.1. Cash Distributions.

Whenever the Depositary receives any cash dividend or other cash distribution on Deposited Securities, the Depositary shall, subject to the provisions of Section 4.5, convert that dividend or other distribution into Dollars and distribute the amount thus received (net of the fees and expenses of



the Depositary as provided in Section 5.9) to the Owners entitled thereto, in proportion to the number of American Depositary Shares representing those Deposited Securities held by them respectively; provided, however, that if the Custodian or the Depositary shall be required to withhold and does withhold from that cash dividend or other cash distribution an amount on account of taxes or other governmental charges, the amount distributed to the Owners of the American Depositary Shares representing those Deposited Securities shall be reduced accordingly. However, the Depositary will not pay any Owner a fraction of one cent, but will round each Owner's entitlement to the nearest whole cent.

The Company or its agent will remit to the appropriate governmental agency in each applicable jurisdiction all amounts withheld and owing to such agency.

If a cash distribution would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may

(i) require payment of or deduct the fee for surrender of those American Depositary Shares and may require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that cash distribution; or

(ii) sell all Deposited Securities other than the subject cash distribution and add any net cash proceeds of that sale to the cash distribution, call for the surrender of all those American Depositary Shares and require that surrender as a condition of making that cash distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

#### SECTION 4.2. Distributions Other Than Cash, Shares or Rights.

Subject to the provisions of Sections 4.11 and 5.9, whenever the Depositary receives any distribution other than a distribution described in Section 4.1, 4.3 or 4.4 on Deposited Securities (but not in exchange for or in conversion or in lieu of Deposited Securities), the Depositary shall cause the securities or property received by it to be distributed to the Owners entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary and any taxes or other governmental charges, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively, in any manner that the Depositary deems equitable and practicable for accomplishing that distribution (which may be a distribution of depositary shares representing the securities received); provided, however, that if in the opinion of the Depositary such distribution cannot be made proportionately among the Owners entitled thereto, or if for any other reason (including, but not limited to, any requirement that the Company or the Depositary withhold an amount on account of taxes or other governmental charges or that securities received must be registered under the Securities Act of 1933 in order to be distributed to Owners or Holders) the Depositary deems such distribution not to be lawful and feasible, the Depositary, after consultation with the Company to the extent practicable, may adopt such other method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and distribution of the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Section 5.9) to the Owners entitled thereto, all in the manner and subject to the

conditions set forth in Section 4.1. The Depositary may withhold any distribution of securities under this Section 4.2 if it has not received satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933. The Depositary may sell, by public or private sale, an amount of securities or other property it would otherwise distribute under this Section 4.2 that is sufficient to pay its fees and expenses in respect of that distribution.

If a distribution to be made under this Section 4.2 would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may —

- (i) require payment of or deduct the fee for surrender of those American Depositary Shares and may require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that distribution; or
- (ii) sell all Deposited Securities other than the subject distribution and add any net cash proceeds of that sale to the distribution, call for surrender of all those American Depositary Shares and require that the surrender as a condition of making that distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

#### SECTION 4.3. Distributions in Shares.

Whenever the Depositary receives any distribution on Deposited Securities consisting of a dividend in, or free distribution of, Shares, the Depositary may, and if the Company so requests in writing, shall, deliver to the Owners entitled thereto, in proportion to the number of American Depositary Shares representing those Deposited Securities held by them respectively, an aggregate number of American Depositary Shares representing the amount of Shares received as that dividend or free distribution, subject to the terms and conditions of this Deposit Agreement with respect to the deposit of Shares and issuance of American Depositary Shares, including withholding of any tax or governmental charge as provided in Section 4.11 and payment of the fees and expenses of the Depositary as provided in Section 5.9 (and the Depositary may sell, by public or private sale, an amount of the Shares received (or American Depositary Shares representing those Shares) sufficient to pay its fees and expenses in respect of that distribution). In lieu of delivering fractional American Depositary Shares, the Depositary may sell the amount of Shares represented by the aggregate of those fractions (or American Depositary Shares representing those Shares) and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.1. If and to the extent that additional American Depositary Shares are not delivered and Shares or American Depositary Shares are not sold, each American Depositary Share shall thenceforth also represent the additional Shares distributed on the Deposited Securities represented thereby.

If the Company declares a distribution in which holders of Deposited Securities have a right to elect whether to receive cash, Shares or other securities or a combination of those things, or a right to elect to have a distribution sold on their behalf, the Depositary may, after consultation with the Company, make that right of election available for exercise by Owners in any manner the Depositary considers to be lawful

and practical. As a condition of making a distribution election right available to Owners, the Depositary may require satisfactory assurances from the Company that doing so does not require registration of any securities under the Securities Act of 1933 that has not been effected.

SECTION 4.4. Rights.

(a) If rights are granted to the Depositary in respect of deposited Shares to purchase additional Shares or other securities, the Company and the Depositary shall endeavor to consult as to the actions, if any, the Depositary should take in connection with that grant of rights. The Depositary may, to the extent deemed by it to be lawful and practical (i) if requested in writing by the Company, grant to all or certain Owners rights to instruct the Depositary to purchase the securities to which the rights relate and deliver those securities or American Depositary Shares representing those securities to Owners, (ii) if requested in writing by the Company, deliver the rights to or to the order of certain Owners, or (iii) sell the rights to the extent practicable and distribute the net proceeds of that sale to Owners entitled to those proceeds. To the extent rights are not exercised, delivered or disposed of under (i), (ii) or (iii) above, the Depositary shall permit the rights to lapse unexercised.

(b) If the Depositary will act under (a)(i) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon instruction from an applicable Owner in the form the Depositary specified and upon payment by that Owner to the Depositary of an amount equal to the purchase price of the securities to be received upon the exercise of the rights, the Depositary shall, on behalf of that Owner, exercise the rights and purchase the securities. The purchased securities shall be delivered to, or as instructed by, the Depositary. The Depositary shall (i) deposit the purchased Shares under this Deposit Agreement and deliver American Depositary Shares representing those Shares to that Owner or (ii) deliver or cause the purchased Shares or other securities to be delivered to or to the order of that Owner. The Depositary will not act under (a)(i) above unless the offer and sale of the securities to which the rights relate are registered under the Securities Act of 1933 or the Depositary has received an opinion of United States counsel that is satisfactory to it to the effect that those securities may be sold and delivered to the applicable Owners without registration under the Securities Act of 1933. For the avoidance of doubt, nothing in this Deposit Agreement shall create any obligation on the part of the Company to file a registration statement with respect to rights or the underlying securities or to endeavor to have such a registration statement declared effective.

(c) If the Depositary will act under (a)(ii) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon (i) the request of an applicable Owner to deliver the rights allocable to the American Depositary Shares of that Owner to an account specified by that Owner to which the rights can be delivered and (ii) receipt of such documents as the Company and the Depositary agreed to require to comply with applicable law, the Depositary will deliver those rights as requested by that Owner.

(d) If the Depositary will act under (a)(iii) above, the Depositary will use reasonable efforts to sell the rights in proportion to the number of American Depositary Shares held by the applicable Owners and pay the net proceeds to the Owners otherwise entitled to the rights that were sold, upon an averaged or

other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any American Depositary Shares or otherwise.

(e) Payment or deduction of the fees of the Depositary as provided in Section 5.9 and payment or deduction of the expenses of the Depositary and any applicable taxes or other governmental charges shall be conditions of any delivery of securities or payment of cash proceeds under this Section 4.4.

(f) The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make rights available to or exercise rights on behalf of Owners in general or any Owner in particular, or to sell rights.

SECTION 4.5. Conversion of Foreign Currency.

Whenever the Depositary or the Custodian receives foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, and if at the time of the receipt thereof the foreign currency so received can in the judgment of the Depositary be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary or one of its agents or affiliates or the Custodian shall convert or cause to be converted, as promptly as practicable, by sale or in any other manner that it may determine that foreign currency into Dollars, and those Dollars shall be distributed to the Owners entitled thereto. A cash distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners based on exchange restrictions, the date of delivery of any American Depositary Shares or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.9.

If a conversion of foreign currency or the repatriation or distribution of Dollars can be effected only with the approval or license of any government or agency thereof, the Depositary may, but will not be required to, file an application for that approval or license.

If the Depositary determines that in its judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof that is required for such conversion is not filed or sought by the Depositary or is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the Owners entitled to receive the same.

If any conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make that conversion and distribution in Dollars to the extent practicable and permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold that balance uninvested and without liability for interest thereon for the account of, the Owners entitled thereto.

The Depositary may convert currency itself or through any of its affiliates, or the Custodian or the Company may convert currency and pay Dollars to the Depositary. Where the Depositary converts

currency itself or through any of its affiliates, the Depositary acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account.

The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under this Deposit Agreement and the rate that the Depositary or its affiliate receives when buying or selling foreign currency for its own account. The Depositary makes no representation that the exchange rate used or obtained by it or its affiliate in any currency conversion under this Deposit Agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to Owners, subject to the Depositary's obligations under Section 5.3. The methodology used to determine exchange rates used in currency conversions made by the Depositary is available upon request. Where the Custodian converts currency, the Custodian has no obligation to obtain the most favorable rate that could be obtained at the time or to ensure that the method by which that rate will be determined will be the most favorable to Owners, and the Depositary makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, the Depositary may receive dividends or other distributions from the Company in Dollars that represent the proceeds of a conversion of foreign currency or translation from foreign currency at a rate that was obtained or determined by or on behalf of the Company and, in such cases, the Depositary will not engage in, or be responsible for, any foreign currency transactions and neither it nor the Company makes any representation that the rate obtained or determined by the Company is the most favorable rate and neither it nor the Company will be liable for any direct or indirect losses associated with the rate.

#### SECTION 4.6. Fixing of Record Date.

Whenever a cash dividend, cash distribution or any other distribution is made on Deposited Securities or rights to purchase Shares or other securities are issued with respect to Deposited Securities (which rights will be delivered to or exercised or sold on behalf of Owners in accordance with Section 4.4) or the Depositary receives notice that a distribution or issuance of that kind will be made, or whenever the Depositary receives notice that a meeting of holders of Shares will be held in respect of which the Company has requested the Depositary to send a notice under Section

4.7, or whenever the Depositary will assess a fee or charge against the Owners, or whenever the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary otherwise finds it necessary or convenient, the Depositary shall fix a record date, which shall be the same as, or as near as practicable to, any corresponding record date set by the Company with respect to Shares, (a) for the determination of the Owners (i) who shall be entitled to receive the benefit of that dividend or other distribution or those rights, (ii) who shall be entitled to give instructions for the exercise of voting rights at that meeting or (iii) who shall be responsible for that fee or charge or (iv) for any other purpose for which the record date was set, or (b) on or after which each American Depositary Share will represent the changed number of Shares. Subject to the provisions of Sections 4.1 through 4.5 and to the other terms and conditions of this Deposit Agreement, the Owners on a record date fixed by the Depositary shall be entitled to receive the amount distributable by the Depositary with respect to that dividend or other distribution or those rights or the net proceeds of sale thereof in proportion to the number of American Depositary Shares held by them respectively, to give voting instructions or to act in respect of the other matter for which that record date was fixed, or be responsible for that fee or charge, as the case may be.

#### SECTION 4.7. Voting of Deposited Shares.

(a) Upon receipt of notice of any meeting of holders of Shares at which holders of Shares will be entitled to vote, if requested in writing by the Company, the Depositary shall, as soon as practicable thereafter, Disseminate to the Owners a notice, the form of which shall be in the sole discretion of the Depositary, that shall contain (i) the information contained in the notice of meeting received by the Depositary, (ii) a statement that the Owners as of the close of business on a specified record date will be entitled, subject to any applicable provision of Cayman Islands law and of the articles of association or similar documents of the Company, to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Shares represented by their respective American Depositary Shares, (iii) a statement as to the manner in which those instructions may be given including an express indication that instructions may be deemed given in accordance with the last sentence of paragraph (b) below, if no instruction is received, to the Depositary to give a discretionary proxy to a person designated by the Company and (iv) the last date on which the Depositary will accept instructions (the "Instruction Cutoff Date").

(b) Upon the written request of an Owner of American Depositary Shares, as of the date of the request or, if a record date was specified by the Depositary, as of that record date, received on or before any Instruction Cutoff Date established by the Depositary, the Depositary may, and if the Depositary sent a notice under the preceding paragraph shall, endeavor, in so far as practicable, to vote or cause to be voted the amount of deposited Shares represented by those American Depositary Shares in accordance with the instructions set forth in that request. The Depositary shall not vote or attempt to exercise the right to vote that attaches to the deposited Shares other than in accordance with instructions given by Owners and received by the Depositary or as provided in the following sentence. If

(i) the Company instructed the Depositary to Disseminate a notice under paragraph (a) above and complied with paragraph (d) below,

(ii) no instructions are received by the Depositary from an Owner with respect to a matter and an amount of American Depositary Shares of that Owner on or before the Instruction Cutoff Date and

(iii) the Depositary has received from the Company, by the business day following the Instruction Cutoff Date, a written confirmation that, as of the Instruction Cutoff Date, (x) the Company wishes a proxy to be given under this sentence, (y) the Company reasonably does not know of any substantial opposition to the matter and (z) the matter is not materially adverse to the interests of shareholders,

then the Depositary shall deem that Owner to have instructed the Depositary to give a discretionary proxy to a person designated by the Company with respect to that matter and the amount of deposited Shares represented by that amount of American Depositary Shares and the Depositary shall give a discretionary proxy to a person designated by the Company to vote that amount of deposited Shares as to that matter.

(c) There can be no assurance that Owners generally or any Owner in particular will receive the notice described in paragraph (a) above in time to enable Owners to give instructions to the Depositary prior to the Instruction Cutoff Date.

(d) In order to give Owners a reasonable opportunity to instruct the Depositary as to the exercise of voting rights relating to Shares, if the Company will request the Depositary to Disseminate a notice under paragraph (a) above, the Company shall give the Depositary notice of the meeting, details concerning the matters to be voted upon and copies of materials to be made available to holders of Shares in connection with the meeting not less than 40 days prior to the meeting date.

SECTION 4.8. Tender and Exchange Offers; Redemption, Replacement or Cancellation of Deposited Securities.

- (a) The Depositary shall not tender any Deposited Securities in response to any voluntary cash tender offer, exchange offer or similar offer made to holders of Deposited Securities (a “Voluntary Offer”), except when instructed in writing to do so by an Owner surrendering American Depositary Shares and subject to any conditions or procedures the Depositary may require.
- (b) If the Depositary receives a written notice that Deposited Securities have been redeemed for cash or otherwise purchased for cash in a transaction that is mandatory and binding on the Depositary as a holder of those Deposited Securities (a “Redemption”), the Depositary, at the expense of the Company, shall (i) if required, surrender Deposited Securities that have been redeemed to the issuer of those securities or its agent on the redemption date, (ii) Disseminate a notice to Owners (A) notifying them of that Redemption, (B) calling for surrender of a corresponding number of American Depositary Shares and (C) notifying them that the called American Depositary Shares have been converted into a right only to receive the money received by the Depositary upon that Redemption and those net proceeds shall be the Deposited Securities to which Owners of those converted American Depositary Shares shall be entitled upon surrenders of those American Depositary Shares in accordance with Section 2.5 or 6.2 and (iii) distribute the money received upon that Redemption to the Owners entitled to it upon surrender by them of called American Depositary Shares in accordance with Section 2.5 (and, for the avoidance of doubt, Owners shall not be entitled to receive that money under Section 4.1). If the Redemption affects less than all the Deposited Securities, the Depositary shall call for surrender a corresponding portion of the outstanding American Depositary Shares and only those American Depositary Shares will automatically be converted into a right to receive the net proceeds of the Redemption. The Depositary shall allocate the American Depositary Shares converted under the preceding sentence among the Owners pro-rata to their respective holdings of American Depositary Shares immediately prior to the Redemption, except that the allocations may be adjusted so that no fraction of a converted American Depositary Share is allocated to any Owner. A Redemption of all or substantially all of the Deposited Securities shall be a Termination Option Event.
- (c) If the Depositary is notified of or there occurs any change in nominal value or any subdivision, combination or any other reclassification of the Deposited Securities or any recapitalization, reorganization, sale of assets substantially as an entirety, merger or consolidation affecting the issuer of the Deposited Securities or to which it is a party that is mandatory and binding on the Depositary as a holder of Deposited Securities and, as a result, securities or other property have been or will be delivered in exchange, conversion, replacement or in lieu of, Deposited Securities (a “Replacement”), the Depositary shall, if required, surrender the old Deposited Securities affected by that Replacement of Shares and hold, as new Deposited Securities under this Deposit Agreement, the new securities or other property delivered to it in that Replacement. However, the Depositary may elect to sell those new Deposited Securities if in the opinion of the Depositary it is not lawful or not practical for it to hold those new Deposited Securities under this Deposit Agreement because those new Deposited Securities may not be distributed to Owners without registration under the Securities Act of 1933 or for any other reason, at public or private sale, at such places and on such terms as it deems proper and proceed as if those new Deposited Securities had been Redeemed under paragraph (b) above. A Replacement shall be a Termination Option Event.
- (d) In the case of a Replacement where the new Deposited Securities will continue to be held under this Deposit Agreement, the Depositary may call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing the new Deposited Securities and the number of those

new Deposited Securities represented by each American Depositary Share. If the number of Shares represented by each American Depositary Share decreases as a result of a Replacement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

(c) If there are no Deposited Securities with respect to American Depositary Shares, including if the Deposited Securities are cancelled, or the Deposited Securities with respect to American Depositary Shares have become apparently worthless, the Depositary may call for surrender of those American Depositary Shares or may cancel those American Depositary Shares, upon notice to Owners, and that condition shall be a Termination Option Event.

SECTION 4.9. Reports.

The Depositary shall make available for inspection by Owners at its Office any reports and communications, including any proxy solicitation material, received from the Company which are both (a) received by the Depositary as the holder of the Deposited Securities and (b) made generally available to the holders of those Deposited Securities by the Company. The Company shall furnish reports and communications, including any proxy soliciting material to which this Section applies, to the Depositary in English, to the extent those materials are required to be translated into English pursuant to any regulations of the Commission.

SECTION 4.10. Lists of Owners.

As promptly as practicable upon written request by the Company, the Depositary shall, at the expense of the Company, furnish to it a list, as of a recent date, of the names, addresses and American Depositary Share holdings of all Owners.

SECTION 4.11. Withholding.

If the Depositary determines that any distribution received or to be made by the Depositary (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge that the Depositary is obligated to withhold, the Depositary may sell, by public or private sale, all or a portion of the distributed property (including Shares and rights to subscribe therefor) in the amounts and manner the Depositary deems necessary and practicable to pay those taxes or charges, and the Depositary shall distribute the net proceeds of that sale, after deduction of those taxes or charges, to the Owners entitled thereto in proportion to the number of American Depositary Shares held by them respectively.

Services for Owners and Holders that may permit them to obtain reduced rates of tax withholding at source or reclaim excess tax withheld, and the fees and costs associated with using services of that kind, are not provided under, and are outside the scope of, this Deposit Agreement.

Each Owner and Holder agrees to indemnify the Company, the Depositary, the Custodian and their respective directors, employees, agents and affiliates for, and hold each of them harmless against, any



claim by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced withholding at source or other tax benefit received by it.

ARTICLE 5. THE DEPOSITARY, THE CUSTODIANS AND THE COMPANY

SECTION 5.1. Maintenance of Office and Register by the Depositary.

Until termination of this Deposit Agreement in accordance with its terms, the Depositary shall maintain facilities for the delivery, registration of transfers and surrender of American Depositary Shares in accordance with the provisions of this Deposit Agreement.

The Depositary shall maintain a register of all Owners of all outstanding American Depositary Shares, which shall be open for inspection by the Owners at the Depositary's Office during regular business hours, but only for the purpose of communicating with Owners regarding the business of the Company or a matter related to this Deposit Agreement or the American Depositary Shares.

The Depositary may close the register for delivery, registration of transfer or surrender for the purpose of withdrawal from time to time as provided in Section 2.6.

If any American Depositary Shares are listed on one or more stock exchanges, the Depositary shall act as Registrar or appoint a Registrar or one or more co registrars for registration of those American Depositary Shares in accordance with any requirements of that exchange or those exchanges.

The Company shall have the right, at all reasonable times, upon written request, to inspect the transfer and registration records of the Depositary, the Registrar and any co-transfer agents or co-registrars and to require them to supply, at the Company's expense (unless otherwise agreed in writing between the Company and the Depositary) copies of such portion of their records as the Company may reasonably request.

SECTION 5.2. Prevention or Delay of Performance by the Company or the Depositary.

Neither the Depositary nor the Company nor any of their respective directors, employees, agents or affiliates shall incur any liability to any Owner or Holder:

(i) if by reason of (A) any provision of any present or future law or regulation or other act or action of the government of the United States, any State of the United States or any other state or jurisdiction, or of any governmental or regulatory authority or stock exchange; (B) (in the case of the Depositary only) any provision, present or future, of the articles of association or similar document of the Company, or any provision of any securities issued or distributed by the Company, or any offering or distribution thereof; or (C) any event or circumstance, whether natural or caused by a person or persons, that is beyond the ability of the Depositary or the Company, as the case may be, to prevent or counteract by reasonable care or effort (including, but not limited to, earthquakes, floods, severe storms, fires, explosions, war, terrorism, civil unrest, labor disputes, criminal acts or outbreaks of infectious disease; interruptions or malfunctions of utility services, Internet or other communications lines or systems; unauthorized access to or attacks on computer systems or websites; or other failures or malfunctions of computer hardware or software or other systems or equipment), the Depositary or the Company is, directly or indirectly, prevented from, forbidden to or delayed in, or could be subject to any civil or criminal penalty on account

of doing or performing and therefore does not do or perform, any act or thing that, by the terms of this Deposit Agreement or the Deposited Securities, it is provided shall be done or performed;

(ii) for any exercise of, or failure to exercise, any discretion provided for in this Deposit Agreement (including any determination by the Depository to take, or not take, any action that this Deposit Agreement provides the Depository may take);

(iii) for the inability of any Owner or Holder to benefit from any distribution, offering, right or other benefit that is made available to holders of Deposited Securities but is not, under the terms of this Deposit Agreement, made available to Owners or Holders; or

(iv) for any special, consequential or punitive damages for any breach of the terms of this Deposit Agreement.

Where, by the terms of a distribution to which Section 4.1, 4.2 or 4.3 applies, or an offering to which Section 4.4 applies, or for any other reason, that distribution or offering may not be made available to Owners, and the Depository may not dispose of that distribution or offering on behalf of Owners and make the net proceeds available to Owners, then the Depository shall not make that distribution or offering available to Owners, and shall allow any rights, if applicable, to lapse.

SECTION 5.3. Obligations of the Depository and the Company.

The Company assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to any Owner or Holder, except that the Company agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith.

The Depository assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to any Owner or Holder (including, without limitation, liability with respect to the validity or worth of the Deposited Securities), except that the Depository agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith, and the Depository shall not be a fiduciary or have any fiduciary duty to Owners or Holders.

Neither the Depository nor the Company shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the American Depositary Shares on behalf of any Owner or Holder or any other person.

Each of the Depository and the Company may rely, and shall be protected in relying upon, any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Neither the Depository nor the Company shall be liable for any action or non-action by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or any other person believed by it in good faith to be competent to give such advice or information.

The Depository shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depository or in connection with any matter arising wholly after the removal or resignation of the Depository, provided that in connection with the issue out

of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

The Depositary shall not be liable for the acts or omissions of any securities depository, clearing agency or settlement system in connection with or arising out of book-entry settlement of American Depositary Shares or Deposited Securities or otherwise.

In the absence of bad faith on its part, the Depositary shall not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any such vote is cast or the effect of any such vote.

The Depositary shall have no duty to make any determination or provide any information as to the tax status of the Company or any liability for any tax consequences that may be incurred by Owners or Holders as a result of owning or holding American Depositary Shares. The Depositary shall not be liable for the inability or failure of an Owner or Holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

**SECTION 5.4. Resignation and Removal of the Depositary.**

The Depositary may at any time resign as Depositary hereunder by written notice of its election so to do delivered to the Company, to become effective upon the appointment of a successor depository and its acceptance of that appointment as provided in this Section. The effect of resignation if a successor depository is not appointed is provided for in Section 6.2.

The Depositary may at any time be removed by the Company by 90 days' prior written notice of that removal, to become effective upon the later of (i) the 90th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depository and its acceptance of its appointment as provided in this Section.

If the Depositary resigns or is removed, the Company shall use its best efforts to appoint a successor depository, which shall be a bank or trust company having an office in the Borough of Manhattan, The City of New York. Every successor depository shall execute and deliver to the Company an instrument in writing accepting its appointment under this Deposit Agreement. If the Depositary receives notice from the Company that a successor depository has been appointed following its resignation or removal, the Depositary, upon payment of all sums due it from the Company, shall deliver to its successor a register listing all the Owners and their respective holdings of outstanding American Depositary Shares and shall deliver the Deposited Securities to or to the order of its successor. When the Depositary has taken the actions specified in the preceding sentence (i) the successor shall become the Depositary and shall have all the rights and shall assume all the duties of the Depositary under this Deposit Agreement and (ii) the predecessor depository shall cease to be the Depositary and shall be discharged and released from all obligations under this Deposit Agreement, except for its duties under Section 5.8 with respect to the time before that discharge. A successor Depositary shall notify the Owners of its appointment as soon as practical after assuming the duties of Depositary.

Any corporation or other entity into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

**SECTION 5.5. The Custodians.**

The Custodian shall be subject at all times and in all respects to the directions of the Depository and shall be responsible solely to it. The Depository in its discretion may at any time appoint a substitute or additional custodian or custodians, each of which shall thereafter be one of the Custodians under this Deposit Agreement. If the Depository receives notice that a Custodian is resigning and, upon the effectiveness of that resignation there would be no Custodian acting under this Deposit Agreement, the Depository shall, as promptly as practicable after receiving that notice, appoint a substitute custodian or custodians, each of which shall thereafter be a Custodian under this Deposit Agreement. The Depository shall require any Custodian that resigns or is removed to deliver all Deposited Securities held by it to another Custodian.

**SECTION 5.6. Notices and Reports.**

If the Company takes or decides to take any corporate action of a kind that is addressed in Sections 4.1 to 4.4, or 4.6 to 4.8, or that effects or will effect a change of the name or legal structure of the Company, or that effects or will effect a change to the Shares, the Company shall notify the Depository and the Custodian of that action or decision as soon as it is lawful and practical to give that notice. The notice shall be in English and shall include all details that the Company is required to include in any notice to any governmental or regulatory authority or securities exchange or is required to make available generally to holders of Shares by publication or otherwise.

The Company will arrange for the translation into English, if not already in English, to the extent required pursuant to any regulations of the Commission, and the prompt transmittal by the Company to the Depository and the Custodian of all notices and any other reports and communications which are made generally available by the Company to holders of its Shares. If requested in writing by the Company, the Depository will Disseminate, at the Company's expense, those notices, reports and communications to all Owners or otherwise make them available to Owners in a manner that the Company specifies as substantially equivalent to the manner in which those communications are made available to holders of Shares and compliant with the requirements of any securities exchange on which the American Depositary Shares are listed. The Company will timely provide the Depository with the quantity of such notices, reports, and communications, as requested by the Depository from time to time, in order for the Depository to effect that Dissemination.

The Company represents continuously, that the statements in Article 11 of the form of Receipt appearing as Exhibit A to this Deposit Agreement or, if applicable, most recently filed with the Commission pursuant to Rule 424(b) under the Securities Act of 1933 with respect to the Company's obligation to file periodic reports under the United States Securities Exchange Act of 1934, as amended, or its qualification for exemption from registration under that Act pursuant to Rule 12g3-2(b) under that Act, as the case may be, are true and correct. The Company agrees to promptly notify the Depository upon becoming aware of any change in the truth of any of those statements or if there is any change in the Company's status regarding those reporting obligations or that qualification.

SECTION 5.7. Distribution of Additional Shares, Rights, etc.

If the Company or any affiliate of the Company determines to make any issuance or distribution of (1) additional Shares, (2) rights to subscribe for Shares, (3) securities convertible into Shares, or (4) rights to subscribe for such securities (each a "Distribution"), the Company shall notify the Depository in writing in English as promptly as practicable and in any event before the Distribution starts and, if requested in writing by the Depository, the Company shall promptly furnish to the Depository either (i) evidence satisfactory to the Depository that the Distribution is registered under the Securities Act of 1933 or (ii) a written opinion from U.S. counsel for the Company that is reasonably satisfactory to the Depository, stating that the Distribution does not require, or, if made in the United States, would not require, registration under the Securities Act of 1933.

The Company agrees with the Depository that neither the Company nor any company controlled by, controlling or under common control with the Company will at any time deposit any Shares that, at the time of deposit, are Restricted Securities.

SECTION 5.8. Indemnification.

The Company agrees to indemnify the Depository, its directors, employees, agents and affiliates and each Custodian against, and hold each of them harmless from, any liability or expense (including, but not limited to any fees and expenses incurred in seeking, enforcing or collecting such indemnity and the fees and expenses of counsel) that may arise out of or in connection with (a) any registration with the Commission of American Depositary Shares or Deposited Securities or the offer or sale thereof in the or (b) acts performed or omitted, pursuant to the provisions of or in connection with this Deposit Agreement and the American Depositary Shares, as the same may be amended, modified or supplemented from time to time, (i) by either the Depository or a Custodian or their respective directors, employees, agents and affiliates, except for any liability or expense arising out of the negligence or bad faith of either of them, or (ii) by the Company or any of its directors, employees, agents and affiliates.

The Depository agrees to indemnify the Company, its directors, employees, agents and affiliates and hold them harmless from any liability or expense (including, but not limited to any documented fees and expenses incurred in seeking, enforcing or collecting such indemnity and the documented, reasonable fees and expenses of counsel) that may arise out of acts performed or omitted by the Depository or any Custodian or their respective directors, employees, agents and affiliates due to their negligence or bad faith.

SECTION 5.9. Charges of Depository.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering American Depositary Shares or to whom American Depositary Shares are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the American Depositary Shares or Deposited Securities or a delivery of American Depositary Shares pursuant to Section 4.3), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depository or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable (including SWIFT) and facsimile transmission fees and expenses as are expressly provided in this Deposit Agreement, (4) such expenses as are incurred by the Depository in the conversion of foreign currency pursuant to Section 4.5, (5) a fee of \$5.00 or less per 100

American Depositary Shares (or portion thereof) for the delivery of American Depositary Shares pursuant to Section 2.3, 4.3 or 4.4 and the surrender of American Depositary Shares pursuant to Section 2.5 or 6.2, (6) a fee of \$.05 or less per American Depositary Share (or portion thereof) for any cash distribution made pursuant to this Deposit Agreement, including, but not limited to Sections 4.1 through 4.4 and Section 4.8, (7) a fee for the distribution of securities pursuant to Section 4.2 or of rights pursuant to Section 4.4 (where the Depositary will not exercise or sell those rights on behalf of Owners), such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities under this Deposit Agreement (for purposes of this item

7 treating all such securities as if they were Shares) but which securities are instead distributed by the Depositary to Owners, (8) in addition to any fee charged under item 6 above, a fee of \$.05 or less per American Depositary Share (or portion thereof) per annum for depositary services, which

will be payable as provided in item 9 below, and (9) any other charges payable by the Depositary or the Custodian, any of the Depositary's or Custodian's agents or the agents of the Depositary's or Custodian's agents, in connection with the servicing of Shares or other Deposited Securities (which charges shall be assessed against Owners as of the date or dates set by the Depositary in accordance with Section 4.6 and shall be payable at the sole discretion of the Depositary by billing those Owners for those charges or by deducting those charges from one or more cash dividends or other cash distributions).

The Depositary may collect any of its fees by deduction from any cash distribution payable, or by selling a portion of any securities to be distributed, to Owners that are obligated to pay those fees.

In performing its duties under this Deposit Agreement, the Depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the Depositary and that may earn or share fees, spreads or commissions.

The Depositary may own and deal in any class of securities of the Company and its affiliates and in American Depositary Shares.

**SECTION 5.10. Retention of Depositary Documents.**

The Depositary is authorized to destroy those documents, records, bills and other data compiled during the term of this Deposit Agreement at the times permitted by the laws or regulations governing the Depositary, unless the Company requests that those papers be retained for a longer period or turned over to the Company or to a successor depositary.

**SECTION 5.11. Exclusivity.**

Without prejudice to the Company's rights under Section 5.4, the Company agrees not to appoint any other depositary for issuance of depositary shares, depositary receipts or any similar securities or instruments so long as The Bank of New York Mellon is acting as Depositary under this Deposit Agreement.

**SECTION 5.12. Information for Regulatory Compliance.**

Each of the Company and the Depositary shall provide to the other, as promptly as practicable, information from its records or otherwise available to it that is reasonably requested by the other to permit the other to comply with applicable law or requirements of governmental or regulatory authorities.

## ARTICLE 6. AMENDMENT AND TERMINATION

### SECTION 6.1. Amendment.

The form of the Receipts and any provisions of this Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Holders in any respect that they may deem necessary or desirable. Any amendment that would impose or increase any fees or charges (other than taxes and other governmental charges, registration fees, cable (including SWIFT) or facsimile transmission costs, delivery costs or other such expenses), or that would otherwise prejudice any substantial existing right of Owners, shall, however, not become effective as to outstanding American Depositary Shares until the expiration of 30 days after notice of that amendment has been Disseminated to the Owners of outstanding American Depositary Shares. Every Owner and Holder, at the time any amendment so becomes effective, shall be deemed, by continuing to hold American Depositary Shares or any interest therein, to consent and agree to that amendment and to be bound by this Deposit Agreement as amended thereby. Upon the effectiveness of an amendment to the form of Receipt, including a change in the number of Shares represented by each American Depositary Share, the Depositary may call for surrender of Receipts to be replaced with new Receipts in the amended form or call for surrender of American Depositary Shares to effect that change of ratio. In no event shall any amendment impair the right of the Owner to surrender American Depositary Shares and receive delivery of the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

### SECTION 6.2. Termination.

(a) The Company may initiate termination of this Deposit Agreement by notice to the Depositary. The Depositary may initiate termination of this Deposit Agreement if (i) at any time 60 days shall have expired after the Depositary delivered to the Company a written resignation notice and a successor depositary has not been appointed and accepted its appointment as provided in Section 5.4, (ii) a Termination Option Event has occurred or will occur. If termination of this Deposit Agreement is initiated, the Depositary shall Disseminate a notice of termination to the Owners of all American Depositary Shares then outstanding setting a date for termination (the "Termination Date"), which shall be at least 90 days after the date of that notice, and this Deposit Agreement shall terminate on that Termination Date.

(b) After the Termination Date, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary under Sections 5.8 and 5.9.

(c) At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under this Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, unsegregated and without liability for interest, for the pro rata benefit of the Owners of American Depositary Shares that remain outstanding, and those Owners will be general creditors of the Depositary with respect to those net proceeds and that other cash. After making that sale, the Depositary shall be discharged from all obligations under this Deposit

Agreement, except (i) to account for the net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of such American Depositary Shares in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges) and (ii) for its obligations under Section 5.8 and (iii) to act as provided in paragraph (d) below.

(d) After the Termination Date, the Depositary shall continue to receive dividends and other distributions pertaining to Deposited Securities (that have not been sold), may sell rights and other property as provided in this Deposit Agreement and shall deliver Deposited Securities (or sale proceeds) upon surrender of American Depositary Shares (after payment or upon deduction, in each case, of the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of those American Depositary Shares in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges). After the Termination Date, the Depositary shall not accept deposits of Shares or deliver American Depositary Shares. After the Termination Date, (i) the Depositary may refuse to accept surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities (that have not been sold) or reverse previously accepted surrenders of that kind that have not settled if in its judgment the requested withdrawal would interfere with its efforts to sell the Deposited Securities, (ii) the Depositary will not be required to deliver cash proceeds of the sale of Deposited Securities until all Deposited Securities have been sold and (iii) the Depositary may discontinue the registration of transfers of American Depositary Shares and suspend the distribution of dividends and other distributions on Deposited Securities to the Owners and need not give any further notices or perform any further acts under this Deposit Agreement except as provided in this Section.

ARTICLE 7. MISCELLANEOUS

SECTION 7.1. Counterparts; Signatures; Delivery.

This Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of those counterparts shall constitute one and the same instrument. Copies of this Deposit Agreement shall be filed with the Depositary and the Custodians and shall be open to inspection by any Owner or Holder during regular business hours.

The exchange of copies of this Deposit Agreement and manually-signed signature pages by facsimile, or email attaching a pdf or similar bit-mapped image, shall constitute effective execution and delivery of this Deposit Agreement as to the parties to it; copies and signature pages so exchanged may be used in lieu of the original Deposit Agreement and signature pages for all purposes and shall have the same validity, legal effect and admissibility in evidence as an original manual signature; the parties to this Deposit Agreement hereby agree not to argue to the contrary.

SECTION 7.2. No Third Party Beneficiaries.

This Deposit Agreement is for the exclusive benefit of the Company, the Depositary, the Owners and the Holders and their respective successors and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.



SECTION 7.3. Severability.

In case any one or more of the provisions contained in this Deposit Agreement or in a Receipt should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Deposit Agreement or that Receipt shall in no way be affected, prejudiced or disturbed thereby.

SECTION 7.4. Owners and Holders as Parties: Binding Effect.

The Owners and Holders from time to time shall be parties to this Deposit Agreement and shall be bound by all of the terms and conditions of this Deposit Agreement and of the Receipts by acceptance of American Depositary Shares or any interest therein.

SECTION 7.5. Notices.

Any and all notices to be given to the Company shall be in writing and shall be deemed to have been duly given if personally delivered or sent by domestic first class or international air mail or air courier or sent by facsimile transmission or email attaching a pdf or similar bit-mapped image of a signed writing, provided that receipt of the facsimile transmission or email has been confirmed by the recipient, addressed to Tencent Music Entertainment Group, 17/F, Malata Building, Kejizhongyi Road, Midwest District of Hi-tech Park, Nanshan District, Shenzhen 518057, People's Republic of China, Attention: Chief Strategy Officer, or any other place to which the Company may have transferred its principal office with notice to the Depository.

Any and all notices to be given to the Depository shall be in writing and shall be deemed to have been duly given if in English and personally delivered or sent by first class domestic or international air mail or air courier or sent by facsimile transmission or email attaching a pdf or similar bit-mapped image of a signed writing, addressed to The Bank of New York Mellon, 240 Greenwich Street, New York, New York 10286, Attention: Depository Receipt Administration, email: bnymdepositorynotices@bnymellon.com or any other place to which the Depository may have transferred its Office with notice to the Company.

Delivery of a notice to the Company or Depository by mail or air courier shall be deemed effected when deposited, postage prepaid, in a post-office letter box or received by an air courier service. Delivery of a notice to the Company or Depository sent by facsimile transmission or email shall be deemed effected when the recipient acknowledges receipt of that notice.

A notice to be given to an Owner shall be deemed to have been duly given when Disseminated to that Owner. Dissemination in paper form will be effective when personally delivered or sent by first class domestic or international air mail or air courier, addressed to that Owner at the address of that Owner as it appears on the transfer books for American Depositary Shares of the Depository, or, if that Owner has filed with the Depository a written request that notices intended for that Owner be mailed to some other address, at the address designated in that request. Dissemination in electronic form will be effective when sent in the manner consented to by the Owner to the electronic address most recently provided by the Owner for that purpose.

SECTION 7.6. Arbitration; Settlement of Disputes.

Any controversy, claim or cause of action brought by any party hereto against the Company arising out of or relating to the Shares or other Deposited Securities, the American Depositary Shares, the Receipts or this Deposit Agreement, or the breach hereof or thereof, if so elected by the claimant, shall be settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

The place of the arbitration shall be The City of New York, State of New York, United States of America, and the language of the arbitration shall be English.

The number of arbitrators shall be three, each of whom shall be disinterested in the dispute or controversy, shall have no connection with any party thereto, and shall be an attorney experienced in international securities transactions. Each party shall appoint one arbitrator and the two arbitrators shall select a third arbitrator who shall serve as chairperson of the tribunal. If a dispute, controversy or cause of action shall involve more than two parties, the parties shall attempt to align themselves in two sides (i.e., claimant(s) and respondent(s)), each of which shall appoint one arbitrator as if there were only two parties to such dispute, controversy or cause of action. If such alignment and appointment shall not have occurred within thirty (30) calendar days after the initiating party serves the arbitration demand, the American Arbitration Association shall appoint the three arbitrators, each of whom shall have the qualifications described above. The parties and the American Arbitration Association may appoint from among the nationals of any country, whether or not a party is a national of that country.

The arbitral tribunal shall have no authority to award any consequential, special or punitive damages or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Deposit Agreement.

**SECTION 7.7. Appointment of Agent for Service of Process; Submission to Jurisdiction; Jury Trial Waiver.**

The Company hereby (i) designates and appoints the person named in Exhibit A to this Deposit Agreement as the Company's authorized agent in the United States upon which process may be served in any suit or proceeding (including any arbitration proceeding) arising out of or relating to the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Deposit Agreement (a "Proceeding"), (ii) consents and submits to the jurisdiction of any state or federal court in the State of New York in which any Proceeding may be instituted and (iii) agrees that service of process upon said authorized agent shall be deemed in every respect effective service of process upon the Company in any Proceeding. The Company agrees to deliver to the Depository, upon the execution and delivery of this Deposit Agreement, a written acceptance by the agent named in Exhibit A to this Deposit Agreement of its appointment as process agent. The Company further agrees to take any and all action, including the filing of any and all such documents and instruments, as may be necessary to continue that designation and appointment in full force and effect, or to appoint and maintain the appointment of another process agent located in the United States as required above, and to deliver to the Depository a written acceptance by that agent of that appointment, for so long as any American Depositary Shares or Receipts remain outstanding or this Deposit Agreement remains in force. In the event the Company fails to maintain the designation and appointment of a process agent in the United States in full force and effect, the Company hereby waives personal service of process upon it and consents that a service of process in connection with a Proceeding may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices under this Deposit Agreement, and service so made shall be deemed completed five (5) days after the same shall have been so mailed.

EACH PARTY TO THIS DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH OWNER AND HOLDER) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE AMERICAN DEPOSITARY SHARES OR THE RECEIPTS, THIS DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF, INCLUDING, WITHOUT LIMITATION, ANY QUESTION REGARDING EXISTENCE, VALIDITY OR TERMINATION

(WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND ANY CLAIM BASED ON U.S. FEDERAL SECURITIES LAWS.

No disclaimer of liability under the United States federal securities laws or the rules and regulations thereunder is intended by any provision of this Deposit Agreement, inasmuch as no person is able to effectively waive the duty of any other person comply with its obligations under those laws, rules and regulations.

SECTION 7.8. Waiver of Immunities.

To the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any duty of performance under this Deposit Agreement, claim, legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Deposit Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any immunity of that kind and consents to relief and enforcement as provided above.

SECTION 7.9. Governing Law.

This Deposit Agreement and the Receipts shall be interpreted in accordance with and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, TENCENT MUSIC ENTERTAINMENT GROUP and THE BANK OF NEW YORK MELLON have duly executed this Deposit Agreement as of the day and year first set forth above and all Owners and Holders shall become parties hereto upon acceptance by them of American Depositary Shares or any interest therein.

TENCENT MUSIC ENTERTAINMENT GROUP

By: /s/Cussion Kar Shun Pang  
Name: Cussion Kar Shun Pang  
Title: Executive Chairman

THE BANK OF NEW YORK MELLON, as Depositary

By: /s/Robert W. Goad  
Name: Robert W. Goad  
Title: Managing Director

**EXHIBIT A**

AMERICAN DEPOSITARY SHARES  
(Each American Depositary Share represents two deposited Shares)

THE BANK OF NEW YORK MELLON AMERICAN DEPOSITARY RECEIPT  
FOR CLASS A ORDINARY SHARES OF  
TENCENT MUSIC ENTERTAINMENT GROUP (INCORPORATED UNDER THE LAWS OF THE CAYMAN ISLANDS)

The Bank of New York Mellon, as depositary (hereinafter called the "Depositary"), hereby certifies that \_\_\_\_\_  
, or registered assigns IS THE OWNER OF \_\_\_\_\_

AMERICAN DEPOSITARY SHARES

representing deposited Class A ordinary shares (herein called "Shares") of Tencent Music Entertainment Group, incorporated under the laws of the Cayman Islands (herein called the "Company"). At the date hereof, each American Depositary Share represents two Shares deposited or subject to deposit under the Deposit Agreement (as such term is hereinafter defined) with a custodian for the Depositary (herein called the "Custodian") that, as of the date of the Deposit Agreement, was The Hongkong and Shanghai Banking Corporation Limited located in Hong Kong. The Depositary's Office and its principal executive office are located at 240 Greenwich Street, New York, N.Y. 10286.

THE DEPOSITARY'S OFFICE ADDRESS IS  
240 GREENWICH STREET, NEW YORK, N.Y. 10286

1. THE DEPOSIT AGREEMENT.

This American Depositary Receipt is one of an issue (herein called "Receipts"), all issued and to be issued upon the terms and conditions set forth in the Amended and Restated Deposit Agreement dated as of October 28, 2022 (herein called the "Deposit Agreement") among the Company, the Depositary, and all Owners and Holders from time to time of American Depositary Shares issued thereunder, each of whom by accepting American Depositary Shares agrees to become a party thereto and become bound by all the terms and conditions thereof. The Deposit Agreement sets forth the rights of Owners and Holders and the rights and duties of the Depositary in respect of the Shares deposited thereunder and any and all other securities, property and cash from time to time received in respect of those Shares and held thereunder (those Shares, securities, property, and cash are herein called "Deposited Securities"). Copies of the Deposit Agreement are on file at the Depositary's Office in New York City and at the office of the Custodian.

The statements made on the face and reverse of this Receipt are summaries of certain provisions of the Deposit Agreement and are qualified by and subject to the detailed provisions of the Deposit

Agreement, to which reference is hereby made. Capitalized terms defined in the Deposit Agreement and not defined herein shall have the meanings set forth in the Deposit Agreement.

## 2.SURRENDER OF AMERICAN DEPOSITARY SHARES AND WITHDRAWAL OF SHARES.

Upon surrender of American Depositary Shares for the purpose of withdrawal of the Deposited Securities represented thereby and payment of the fee of the Depository for the surrender of American Depositary Shares as provided in Section 5.9 of the Deposit Agreement and payment of all taxes and governmental charges payable in connection with that surrender and withdrawal of the Deposited Securities, and subject to the terms and conditions of the Deposit Agreement, the Owner of those American Depositary Shares shall be entitled to delivery (to the extent delivery can then be lawfully and practicably made), to or as instructed by that Owner, of the amount of Deposited Securities at the time represented by those American Depositary Shares, but not any money or other property as to which a record date for distribution to Owners has passed (since money or other property of that kind will be delivered or paid on the scheduled payment date to the Owner as of that record date), and except that the Depository shall not be required to accept surrender of American Depositary Shares for the purpose of withdrawal to the extent it would require delivery of a fraction of a Deposited Security. The Depository shall direct the Custodian with respect to delivery of Deposited Securities and may charge the surrendering Owner a fee and its expenses for giving that direction by cable (including SWIFT) or facsimile transmission. If Deposited Securities are delivered physically upon surrender of American Depositary Shares for the purpose of withdrawal, that delivery will be made at the Custodian's office, except that, at the request, risk and expense of the surrendering Owner, and for the account of that Owner, the Depository shall direct the Custodian to forward any cash or other property comprising, and forward a certificate or certificates, if applicable, and other proper documents of title, if any, for, the Deposited Securities represented by the surrendered American Depositary Shares to the Depository for delivery at the Depository's Office or to another address specified in the order received from the surrendering Owner.

## 3. REGISTRATION OF TRANSFER OF AMERICAN DEPOSITARY SHARES; COMBINATION AND SPLIT-UP OF RECEIPTS; INTERCHANGE OF CERTIFICATED AND UNCERTIFICATED AMERICAN DEPOSITARY SHARES.

The Depository, subject to the terms and conditions of the Deposit Agreement, shall register a transfer of American Depositary Shares on its transfer books upon (i) in the case of certificated American Depositary Shares, surrender of the Receipt evidencing those American Depositary Shares, by the Owner or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer or (ii) in the case of uncertificated American Depositary Shares, receipt from the Owner of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9 of that Agreement), and, in either case, duly stamped as may be required by the laws of the State of New York and of the United States of America. Upon registration of a transfer, the Depository shall deliver the transferred American Depositary Shares to or upon the order of the person entitled thereto.

The Depository, subject to the terms and conditions of the Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered.

The Depositary, upon surrender of certificated American Depositary Shares for the purpose of exchanging for uncertificated American Depositary Shares, shall cancel the Receipt evidencing those certificated American Depositary Shares and send the Owner a statement confirming that the Owner is the owner of the same number of uncertificated American Depositary Shares. The Depositary, upon receipt of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9 of the Deposit Agreement) from the Owner of uncertificated American Depositary Shares for the purpose of exchanging for certificated American Depositary Shares, shall cancel those uncertificated American Depositary Shares and register and deliver to the Owner a Receipt evidencing the same number of certificated American Depositary Shares.

As a condition precedent to the delivery, registration of transfer, or surrender of any American Depositary Shares or split-up or combination of any Receipt or withdrawal of any Deposited Securities, the Depositary, the Custodian, or Registrar may require payment from the depositor of the Shares or the presenter of the Receipt or instruction for registration of transfer or surrender of American Depositary Shares not evidenced by a Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as provided in the Deposit Agreement, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any regulations the Depositary may establish consistent with the provisions of the Deposit Agreement.

The Depositary may refuse to accept deposits of Shares for delivery of American Depositary Shares or to register transfers of American Depositary Shares in particular instances, or may suspend deposits of Shares or registration of transfer generally, whenever it or the Company considers it necessary or advisable to do so. The Depositary may refuse surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities in particular instances, or may suspend surrenders for the purpose of withdrawal generally, but, notwithstanding anything to the contrary in the Deposit Agreement only for (i) temporary delays caused by closing of the Depositary's register or the register of holders of Shares maintained by the Company or the Foreign Registrar, or the deposit of Shares, in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the American Depositary Shares or to the withdrawal of the Deposited Securities or (iv) any other reason that, at the time is permitted under paragraph I(A)(1) of the General Instructions to Form F-6 under the Securities Act of 1933 or any successor to that provision.

The Depositary shall not knowingly accept for deposit under the Deposit Agreement any Shares that, at the time of deposit, are Restricted Securities.

#### 4. LIABILITY OF OWNER FOR TAXES.

If any tax or other governmental charge shall become payable by the Custodian or the Depositary with respect to or in connection with any American Depositary Shares or any Deposited Securities represented by any American Depositary Shares or in connection with a transaction to which Section 4.8 of the Deposit Agreement applies, that tax or other governmental charge shall be payable by the Owner of those American Depositary Shares to the Depositary. The Depositary may refuse to register



any transfer of those American Depositary Shares or any withdrawal of Deposited Securities represented by those American Depositary Shares until that payment is made, and may withhold any dividends or other distributions or the proceeds thereof, or may sell for the account of the Owner any part or all of the Deposited Securities represented by those American Depositary Shares, and may apply those dividends or other distributions or the net proceeds of any sale of that kind in payment of that tax or other governmental charge but, even after a sale of that kind, the Owner shall remain liable for any deficiency. The Depository shall distribute any net proceeds of a sale made under Section 3.2 of the Deposit Agreement that are not used to pay taxes or governmental charges to the Owners entitled to them in accordance with Section 4.1 of the Deposit Agreement. If the number of Shares represented by each American Depositary Share decreases as a result of a sale of Deposited Securities under Section 3.2 of the Deposit Agreement, the Depository may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

#### 5. WARRANTIES ON DEPOSIT OF SHARES.

Every person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that those Shares and each certificate therefor, if applicable, are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive or similar rights of the holders of outstanding securities of the Company and that the person making that deposit is duly authorized so to do. Every depositing person shall also be deemed to represent that the Shares, at the time of deposit, are not Restricted Securities. All representations and warranties deemed made under Section 3.3 of the Deposit Agreement shall survive the deposit of Shares and delivery of American Depositary Shares.

#### 6. FILING PROOFS, CERTIFICATES, AND OTHER INFORMATION.

Any person presenting Shares for deposit or any Owner or Holder may be required from time to time to file with the Depository or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depository may deem necessary or proper, or as the Company may reasonably require by written request to the Depository. The Depository may withhold the delivery or registration of transfer of any American Depositary Shares, the distribution of any dividend or other distribution or of the proceeds thereof or the delivery of any Deposited Securities until that proof or other information is filed or those certificates are executed or those representations and warranties are made. The Depository shall provide the Company, upon the Company's written request and at the Company's expense, as promptly as practicable, with copies of any information or other

materials which the Depository receives pursuant to Section 3.1 of the Deposit Agreement, to the extent that the requested disclosure is permitted under applicable law. As conditions of accepting Shares for deposit, the Depository may require (i) any certification required by the Depository or the Custodian in accordance with the provisions of the Deposit Agreement, (ii) a written order directing the Depository to deliver to, or upon the written order of, the person or persons stated in that order, the number of American Depositary Shares representing those Deposited Shares, (iii) evidence satisfactory to the Depository that those Shares have been re-registered in the books of the Company or the Foreign Registrar in the name of the Depository, a Custodian or a nominee of the Depository or a Custodian, (iv) evidence satisfactory to the Depository that any necessary approval has been granted by any governmental body in each applicable jurisdiction and (v) an agreement or assignment, or other instrument satisfactory to the

Depository, that provides for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property, that any person in whose name those Shares are or have been recorded may thereafter receive upon or in respect of those Shares, or, in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depository.

#### 7. CHARGES OF DEPOSITARY.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering American Depositary Shares or to whom American Depositary Shares are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the American Depositary Shares or Deposited Securities or a delivery of American Depositary Shares pursuant to Section 4.3 of the Deposit Agreement), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depository or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable (including SWIFT) and facsimile transmission fees and expenses as are expressly provided in the Deposit Agreement, (4) such expenses as are incurred by the Depository in the conversion of foreign currency pursuant to Section 4.5 of the Deposit Agreement, (5) a fee of \$5.00 or less per 100 American Depositary Shares (or portion thereof) for the delivery of American Depositary Shares pursuant to Section 2.3, 4.3 or 4.4 of the Deposit Agreement and the surrender of American Depositary Shares pursuant to Section 2.5 or 6.2 of the Deposit Agreement, (6) a fee of \$.05 or less per American Depositary Share (or portion thereof) for any cash distribution made pursuant to the Deposit Agreement, including, but not limited to Sections 4.1 through 4.4 and 4.8 of the Deposit Agreement, (7) a fee for the distribution of securities pursuant to Section 4.2 of the Deposit Agreement or of rights pursuant to Section 4.4 of that Agreement (where the Depository will not exercise or sell those rights on behalf of Owners), such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities under the Deposit Agreement (for purposes of this item 7 treating all such securities as if they were Shares) but which securities are instead distributed by the Depository to Owners, (8) in addition to any fee charged under item 6, a fee of \$.05 or less per American Depositary Share (or portion thereof) per annum for depositary services, which will be payable as provided in item 9 below, and (9) any other charges payable by the Depository or the Custodian, any of the Depository's or Custodian's agents or the agents of the Depository's or Custodian's agents, in connection with the servicing of Shares or other Deposited Securities (which charges shall be assessed against

Owners as of the date or dates set by the Depository in accordance with Section 4.6 of the Deposit Agreement and shall be payable at the sole discretion of the Depository by billing those Owners for those charges or by deducting those charges from one or more cash dividends or other cash distributions).

The Depository may collect any of its fees by deduction from any cash distribution payable, or by selling a portion of any securities to be distributed, to Owners that are obligated to pay those fees.

The Depository may own and deal in any class of securities of the Company and its affiliates and in American Depositary Shares.

From time to time, the Depositary may make payments to the Company to reimburse the Company for costs and expenses generally arising out of establishment and maintenance of the American Depositary Shares program, waive fees and expenses for services provided by the Depositary or share revenue from the fees collected from Owners or Holders. In performing its duties under the Deposit Agreement, the Depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the Depositary and that may earn or share fees, spreads or commissions.

8. DISCLOSURE OF INTERESTS.

When required in order to comply with applicable laws and regulations or the articles of association or similar document of the Company, the Company may from time to time request each Owner and Holder to provide to the Depositary information relating to: (a) the capacity in which it holds American Depositary Shares, (b) the identity of any Holders or other persons or entities then or previously interested in those American Depositary Shares and the nature of those interests and (c) any other matter where disclosure of such matter is required for that compliance. Each Owner and Holder agrees to provide all information known to it in response to a request made pursuant to Section 3.4 of the Deposit Agreement. Each Holder consents to the disclosure by the Depositary and the Owner or other Holder through which it holds American Depositary Shares, directly or indirectly, of all information responsive to a request made pursuant to that Section relating to that Holder that is known to that Owner or other Holder.

9. TITLE TO AMERICAN DEPOSITARY SHARES.

It is a condition of the American Depositary Shares, and every successive Owner and Holder of American Depositary Shares, by accepting or holding the same, consents and agrees that American Depositary Shares evidenced by a Receipt, when the Receipt is properly endorsed or accompanied by proper instruments of transfer, shall be transferable as certificated registered securities under the laws of the State of New York, and that American Depositary Shares not evidenced by Receipts shall be transferable as uncertificated registered securities under the laws of the State of New York. The Depositary, notwithstanding any notice to the contrary, may treat the Owner of American Depositary Shares as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in the Deposit Agreement and for all other purposes, and neither the Depositary nor the Company shall have any obligation or be subject to any liability under the Deposit Agreement to any Holder of American Depositary Shares, but only to the Owner.

10. VALIDITY OF RECEIPT.

This Receipt shall not be entitled to any benefits under the Deposit Agreement or be valid or obligatory for any purpose, unless this Receipt shall have been (i) executed by the Depositary by the manual signature of a duly authorized officer of the Depositary or (ii) executed by the facsimile signature of a duly authorized officer of the Depositary and countersigned by the manual signature of a duly authorized signatory of the Depositary or the Registrar or a co-registrar.

#### 11. REPORTS; INSPECTION OF TRANSFER BOOKS.

The Company is subject to the periodic reporting requirements of the Securities Exchange Act of 1934 and, accordingly, files certain reports with the Securities and Exchange Commission. Those reports will be available for inspection and copying through the Commission's EDGAR system or at public reference facilities maintained by the Commission in Washington, D.C.

The Depository will make available for inspection by Owners at its Office any reports, notices and other communications, including any proxy soliciting material, received from the Company which are both (a) received by the Depository as the holder of the Deposited Securities and (b) made generally available to the holders of those Deposited Securities by the Company. The Company shall furnish reports and communications, including any proxy soliciting material to which Section 4.9 of the Deposit Agreement applies, to the Depository in English, to the extent such materials are required to be translated into English pursuant to any regulations of the Commission.

The Depository will maintain a register of American Depositary Shares and transfers of American Depositary Shares, which shall be open for inspection by the Owners at the Depository's Office during regular business hours, but only for the purpose of communicating with Owners regarding the business of the Company or a matter related to the Deposit Agreement or the American Depositary Shares.

#### 12. DIVIDENDS AND DISTRIBUTIONS.

Whenever the Depository receives any cash dividend or other cash distribution on Deposited Securities, the Depository will, if at the time of receipt thereof any amounts received in a foreign currency can in the judgment of the Depository be converted on a reasonable basis into Dollars transferable to the United States, and subject to the Deposit Agreement, convert that dividend or other cash distribution into Dollars and distribute the amount thus received (net of the fees and expenses of the Depository as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement) to the Owners entitled thereto; provided, however, that if the Custodian or the Depository is required to withhold and does withhold from that cash dividend or other cash distribution an amount on account of taxes or other governmental charges, the amount distributed to the Owners of the American Depositary Shares representing those Deposited Securities shall be reduced accordingly.

If a cash distribution would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depository may

(i) require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that cash distribution; or

(ii) sell all Deposited Securities other than the subject cash distribution and any net cash proceeds of that sale to the cash distribution, call for surrender of all those American Depositary Shares and require that surrender as a condition of making that cash distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

Subject to the provisions of Section 4.11 and 5.9 of the Deposit Agreement, whenever the Depositary receives any distribution other than a distribution described in Section 4.1, 4.3 or 4.4 of the Deposit Agreement on Deposited Securities (but not in exchange for or in conversion or in lieu of Deposited Securities), the Depositary will cause the securities or property received by it to be distributed to the Owners entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary and any taxes or other governmental charges, in any manner that the Depositary deems equitable and practicable for accomplishing that distribution (which may be a distribution of depositary shares representing the securities received); provided, however, that if in the opinion of the Depositary such distribution cannot be made proportionately among the Owners entitled thereto, or if for any other reason the Depositary deems such distribution not to be lawful and feasible, after consultation with the Company to the extent practicable, the Depositary may adopt such other method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and distribution of the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement) to the Owners entitled thereto all in the manner and subject to the conditions set forth in Section 4.1 of the Deposit Agreement. The Depositary may withhold any distribution of securities under Section

4.2 of the Deposit Agreement if it has not received satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933. The Depositary may sell, by public or private sale, an amount of securities or other property it would otherwise distribute under this Article that is sufficient to pay its fees and expenses in respect of that distribution.

If a distribution to be made under Section 4.2 of the Deposit Agreement would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may

(i) require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that distribution; or

(ii) sell all Deposited securities other than the subject distribution and add any net cash proceeds of that sale to the distribution, call for surrender of all those American Depositary Shares and require that surrender as a condition of making that distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

Whenever the Depositary receives any distribution consisting of a dividend in, or free distribution of, Shares, the Depositary may, and if the Company so requests in writing, shall, deliver to the Owners entitled thereto, an aggregate number of American Depositary Shares representing the amount of Shares received as that dividend or free distribution, subject to the terms and conditions of the Deposit Agreement with respect to the deposit of Shares and issuance of American Depositary Shares, including the withholding of any tax or other governmental charge as provided in Section 4.11 of the

Deposit Agreement and the payment of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement (and the Depositary may sell, by public or private sale, an amount of Shares received (or American Depositary Shares representing those Shares) sufficient to pay its fees and expenses in respect of that distribution). In lieu of delivering fractional American Depositary Shares, the Depositary may sell the amount of Shares represented by the aggregate of those fractions (or American Depositary Shares representing those Shares) and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.1 of the Deposit Agreement. If and to the extent that additional American Depositary Shares are not delivered and Shares or American Depositary Shares are not sold, each American Depositary Share shall thenceforth also represent the additional Shares distributed on the Deposited Securities represented thereby.

If the Company declares a distribution in which holders of Deposited Securities have a right to elect whether to receive cash, Shares or other securities or a combination of those things, or a right to elect to have a distribution sold on their behalf, the Depositary may, after consultation with the Company, make that right of election available for exercise by Owners in any manner the Depositary considers to be lawful and practical. As a condition of making a distribution election right available to Owners, the Depositary may require satisfactory assurances from the Company that doing so does not require registration of any securities under the Securities Act of 1933 that has not been effected.

If the Depositary determines that any distribution received or to be made by the Depositary (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge that the Depositary is obligated to withhold, the Depositary may sell, by public or private sale, all or a portion of the distributed property (including Shares and rights to subscribe therefor) in the amounts and manner the Depositary deems necessary and practicable to pay those taxes or charges, and the Depositary shall distribute the net proceeds of that sale, after deduction of those taxes or charges, to the Owners entitled thereto in proportion to the number of American Depositary Shares held by them respectively.

Each Owner and Holder agrees to indemnify the Company, the Depositary, the Custodian and their respective directors, employees, agents and affiliates for, and hold each of them harmless against, any claim by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced withholding at source or other tax benefit received by it. Services for Owners and Holders that may permit them to obtain reduced rates of tax withholding at source or reclaim excess tax withheld, and the fees and costs associated with using services of that kind, are not provided under, and are outside the scope of, the Deposit Agreement.

### 13. RIGHTS.

(a) If rights are granted to the Depositary in respect of deposited Shares to purchase additional Shares or other securities, the Company and the Depositary shall endeavor to consult as to the actions, if any, the Depositary should take in connection with that grant of rights. The Depositary may, to the extent deemed by it to be lawful and practical (i) if requested in writing by the Company, grant to all or certain Owners rights to instruct the Depositary to purchase the securities to which the rights relate and deliver those securities or American Depositary Shares representing those securities to Owners, (ii) if requested in writing by the Company, deliver the rights to or to the order of certain Owners, or (iii) sell the rights to the extent practicable and distribute the net proceeds of that sale to Owners entitled to

those proceeds. To the extent rights are not exercised, delivered or disposed of under (i), (ii) or (iii) above, the Depositary shall permit the rights to lapse unexercised.

(b) If the Depositary will act under (a)(i) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon instruction from an applicable Owner in the form the Depositary specified and upon payment by that Owner to the Depositary of an amount equal to the purchase price of the securities to be received upon the exercise of the rights, the Depositary shall, on behalf of that Owner, exercise the rights and purchase the securities. The purchased securities shall be delivered to, or as instructed by, the Depositary. The Depositary shall (i) deposit the purchased Shares under the Deposit Agreement and deliver American Depositary Shares representing those Shares to that Owner or (ii) deliver or cause the purchased Shares or other securities to be delivered to or to the order of that Owner. The Depositary will not act under (a)(i) above unless the offer and sale of the securities to which the rights relate are registered under the Securities Act of 1933 or the Depositary has received an opinion of United States counsel that is satisfactory to it to the effect that those securities may be sold and delivered to the applicable Owners without registration under the Securities Act of 1933.

(c) If the Depositary will act under (a)(ii) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon (i) the request of an applicable Owner to deliver the rights allocable to the American Depositary Shares of that Owner to an account specified by that Owner to which the rights can be delivered and (ii) receipt of such documents as the Company and the Depositary agreed to require to comply with applicable law, the Depositary will deliver those rights as requested by that Owner.

(d) If the Depositary will act under (a)(iii) above, the Depositary will use reasonable efforts to sell the rights in proportion to the number of American Depositary Shares held by the applicable Owners and pay the net proceeds to the Owners otherwise entitled to the rights that were sold, upon an averaged or other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any American Depositary Shares or otherwise.

(e) Payment or deduction of the fees of the Depositary as provided in Section 5.9 of the Deposit Agreement and payment or deduction of the expenses of the Depositary and any applicable taxes or other governmental charges shall be conditions of any delivery of securities or payment of cash proceeds under Section 4.4 of the Deposit Agreement.

(f) The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make rights available to or exercise rights on behalf of Owners in general or any Owner in particular, or to sell rights.

#### 14. CONVERSION OF FOREIGN CURRENCY.

Whenever the Depositary or the Custodian receives foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, and if at the time of the receipt thereof the foreign currency so received can in the judgment of the Depositary be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary or

one of its agents of affiliates or the Custodian shall convert or cause to be converted, as promptly as practicable, by sale or in any other manner that it may determine that foreign currency into Dollars, and those Dollars shall be distributed to the Owners entitled thereto. A cash distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners based on exchange restrictions, the date of delivery of any American Depositary Shares or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.9 of the Deposit Agreement.

If a conversion of foreign currency or the repatriation or distribution of Dollars can be effected only with the approval or license of any government or agency thereof, the Depositary may, but will not be required to, file an application for that approval or license.

If the Depositary determines that in its judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof that is required for such conversion is not filed or sought by the Depositary or is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the Owners entitled to receive the same.

If any conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make that conversion and distribution in Dollars to the extent practicable and permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold that balance uninvested and without liability for interest thereon for the account of, the Owners entitled thereto.

The Depositary may convert currency itself or through any of its affiliates, or the Custodian or the Company may convert currency and pay Dollars to the Depositary. Where the Depositary converts currency itself or through any of its affiliates, the Depositary acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the Deposit Agreement and the rate that the Depositary or its affiliate receives when buying or selling foreign currency for its own account. The Depositary makes no representation that the exchange rate used or obtained by it or its affiliate in any currency conversion under the Deposit Agreement will be the most favorable rate that could be

obtained at the time or that the method by which that rate will be determined will be the most favorable to Owners, subject to the Depositary's obligations under Section 5.3 of that Agreement. The methodology used to determine exchange rates used in currency conversions made by the Depositary is available upon request. Where the Custodian converts currency, the Custodian has no obligation to obtain the most favorable rate that could be obtained at the time or to ensure that the method by which that rate will be determined will be the most favorable to Owners, and the Depositary makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, the Depositary may receive dividends or other distributions from the Company



in Dollars that represent the proceeds of a conversion of foreign currency or translation from foreign currency at a rate that was obtained or determined by or on behalf of the Company and, in such cases, the Depositary will not engage in, or be responsible for, any foreign currency transactions and neither it nor the Company makes any representation that the rate obtained or determined by the Company is the most favorable rate and neither it nor the Company will be liable for any direct or indirect losses associated with the rate.

15. RECORD DATES.

Whenever a cash dividend, cash distribution or any other distribution is made on Deposited Securities or rights to purchase Shares or other securities are issued with respect to Deposited Securities (which rights will be delivered to or exercised or sold on behalf of Owners in accordance with Section 4.4 of the Deposit Agreement) or the Depositary receives notice that a distribution or issuance of that kind will be made, or whenever the Depositary receives notice that a meeting of holders of Shares will be held in respect of which the Company has requested the Depositary to send a notice under Section 4.7 of the Deposit Agreement, or whenever the Depositary will assess a fee or charge against the Owners, or whenever the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary otherwise finds it necessary or convenient, the Depositary shall fix a record date, which shall be the same as, or as near as practicable to, any corresponding record date set by the Company with respect to Shares, (a) for the determination of the Owners (i) who shall be entitled to receive the benefit of that dividend or other distribution or those rights, (ii) who shall be entitled to give instructions for the exercise of voting rights at that meeting, (iii) who shall be responsible for that fee or charge or (iv) for any other purpose for which the record date was set, or (b) on or after which each American Depositary Share will represent the changed number of Shares. Subject to the provisions of Sections 4.1 through 4.5 of the Deposit Agreement and to the other terms and conditions of the Deposit Agreement, the Owners on a record date fixed by the Depositary shall be entitled to receive the amount distributable by the Depositary with respect to that dividend or other distribution or those rights or the net proceeds of sale thereof in proportion to the number of American Depositary Shares held by them respectively, to give voting instructions or to act in respect of the other matter for which that record date was fixed, or be responsible for that fee or charge, as the case may be.

16. VOTING OF DEPOSITED SHARES.

(a) Upon receipt of notice of any meeting of holders of Shares at which holders of Shares will be entitled to vote, if requested in writing by the Company, the Depositary shall, as soon as practicable thereafter, Disseminate to the Owners a notice, the form of which shall be in the sole discretion of the Depositary, that shall contain (i) the information contained in the notice of meeting received by the Depositary, (ii) a statement that the Owners as of the close of business on a specified record date will be entitled, subject to any applicable provision of Cayman Islands law and of the articles of association or similar documents of the Company, to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Shares represented by their respective American Depositary Shares, (iii) a statement as to the manner in which those instructions may be given, including an express indication that instructions may be deemed given in accordance with the last sentence of paragraph (b) below, if no instruction is received, to the Depositary to give a discretionary proxy to a person designated by the Company and (iv) the last date on which the Depositary will accept instructions (the "Instruction Cutoff Date").

(b) Upon the written request of an Owner of American Depositary Shares, as of the date of the request or, if a record date was specified by the Depositary, as of that record date, received on or before any Instruction Cutoff Date established by the Depositary, the Depositary may, and if the Depositary sent a notice under the preceding paragraph shall, endeavor, in so far as practicable, to vote or cause to be voted the amount of deposited Shares represented by those American Depositary Shares in accordance with the instructions set forth in that request. The Depositary shall not vote or attempt to exercise the right to vote that attaches to the deposited Shares other than in accordance with instructions given by Owners and received by the Depositary or as provided in the following sentence. If

(i) the Company instructed the Depositary to Disseminate a notice under paragraph (a) above and complied with paragraph (d) below,

(ii) no instructions are received by the Depositary from an Owner with respect to a matter and an amount of American Depositary Shares of that Owner on or before the Instruction Cutoff Date and

(iii) the Depositary has received from the Company, by the business day following the Instruction Cutoff Date, a written confirmation that, as of the Instruction Cutoff Date, (x) the Company wishes a proxy to be given under this sentence, (y) the Company reasonably does not know of any substantial opposition to the matter and (z) the matter is not materially adverse to the interests of shareholders, then the Depositary shall deem that Owner to have instructed the Depositary to give a discretionary proxy to a person designated by the Company with respect to that matter and the amount of deposited Shares represented by that amount of American Depositary Shares and the Depositary shall give a discretionary proxy to a person designated by the Company to vote that amount of deposited Shares as to that matter.

(c) There can be no assurance that Owners generally or any Owner in particular will receive the notice described in paragraph (a) above in time to enable Owners to give instructions to the Depositary prior to the Instruction Cutoff Date.

(d) In order to give Owners a reasonable opportunity to instruct the Depositary as to the exercise of voting rights relating to Shares, if the Company will request the Depositary to Disseminate a notice under paragraph (a) above, the Company shall give the Depositary notice of the meeting, details concerning the matters to be voted upon and copies of materials to be made available to holders of Shares in connection with the meeting not less than 40 days prior to the meeting date.

#### 17. TENDER AND EXCHANGE OFFERS; REDEMPTION, REPLACEMENT OR CANCELLATION OF DEPOSITED SECURITIES.

(a) The Depositary shall not tender any Deposited Securities in response to any voluntary cash tender offer, exchange offer or similar offer made to holders of Deposited Securities (a "Voluntary Offer"), except when instructed in writing to do so by an Owner surrendering American Depositary Shares and subject to any conditions or procedures the Depositary may require.

(b) If the Depositary receives a written notice that Deposited Securities have been redeemed for cash or otherwise purchased for cash in a transaction that is mandatory and binding on the Depositary as

a holder of those Deposited Securities (a “Redemption”), the Depositary, at the expense of the Company, shall (i) if required, surrender Deposited Securities that have been redeemed to the issuer of those securities or its agent on the redemption date, (ii) Disseminate a notice to Owners (A) notifying them of that Redemption, (B) calling for surrender of a corresponding number of American Depositary Shares and (C) notifying them that the called American Depositary Shares have been converted into a right only to receive the money received by the Depositary upon that Redemption and those net proceeds shall be the Deposited Securities to which Owners of those converted American Depositary Shares shall be entitled upon surrenders of those American Depositary Shares in accordance with Section 2.5 or 6.2 of the Deposit Agreement and (iii) distribute the money received upon that Redemption to the Owners entitled to it upon surrender by them of called American Depositary Shares in accordance with Section 2.5 of that Agreement (and, for the avoidance of doubt, Owners shall not be entitled to receive that money under Section 4.1 of that Agreement). If the Redemption affects less than all the Deposited Securities, the Depositary shall call for surrender a corresponding portion of the outstanding American Depositary Shares and only those American Depositary Shares will automatically be converted into a right to receive the net proceeds of the Redemption. The Depositary shall allocate the American Depositary Shares converted under the preceding sentence among the Owners pro-rata to their respective holdings of American Depositary Shares immediately prior to the Redemption, except that the allocations may be adjusted so that no fraction of a converted American Depositary Share is allocated to any Owner. A Redemption of all or substantially all of the Deposited Securities shall be a Termination Option Event.

(c) If the Depositary is notified of or there occurs any change in nominal value or any subdivision, combination or any other reclassification of the Deposited Securities or any recapitalization, reorganization, sale of assets substantially as an entirety, merger or consolidation affecting the issuer of the Deposited Securities or to which it is a party that is mandatory and binding on the Depositary as a holder of Deposited Securities and, as a result, securities or other property have been or will be delivered in exchange, conversion, replacement or in lieu of, Deposited Securities (a “Replacement”), the Depositary shall, if required, surrender the old Deposited Securities affected by that Replacement of Shares and hold, as new Deposited Securities under the Deposit Agreement, the new securities or other property delivered to it in that Replacement. However, the Depositary may elect to sell those new Deposited Securities if in the opinion of the Depositary it is not lawful or not practical for it to hold those new Deposited Securities under the Deposit Agreement because those new Deposited Securities may not be distributed to Owners without registration under the Securities Act of 1933 or for any other reason, at public or private sale, at such places and on such terms as it deems proper and proceed as if those new Deposited Securities had been Redeemed under paragraph (b) above. A Replacement shall be a Termination Option Event.

(d) In the case of a Replacement where the new Deposited Securities will continue to be held under the Deposit Agreement, the Depositary may call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing the new Deposited Securities and the number of those new Deposited Securities represented by each American Depositary Share. If the number of Shares represented by each American Depositary Share decreases as a result of a Replacement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

(e) If there are no Deposited Securities with respect to American Depositary Shares, including if the Deposited Securities are cancelled, or the Deposited Securities with respect to American Depositary Shares have become apparently worthless, the Depositary may call for surrender of those American Depositary Shares or may cancel those American Depositary Shares, upon notice to Owners, and that condition shall be a Termination Option Event.

#### 18. LIABILITY OF THE COMPANY AND DEPOSITARY.

Neither the Depositary nor the Company nor any of their respective directors, employees, agents or affiliates shall incur any liability to any Owner or Holder:

(i) if by reason of (A) any provision of any present or future law or regulation or other act or action of the government of the United States, any State of the United States or any other state or jurisdiction, or of any governmental or regulatory authority or stock exchange; (B) (in the case of the Depositary only) any provision, present or future, of the articles of association or similar document of the Company, or by reason of any provision of any securities issued or distributed by the Company, or any offering or distribution thereof; or (C) any event or circumstance, whether natural or caused by a person or persons, that is beyond the ability of the Depositary or the Company, as the case may be, to prevent or counteract by reasonable care or effort (including, but not limited to earthquakes, floods, severe storms, fires, explosions, war, terrorism, civil unrest, labor disputes, criminal acts or outbreaks of infectious disease; interruptions or malfunctions of utility services, Internet or other communications lines or systems; unauthorized access to or attacks on computer systems or websites; or other failures or malfunctions of computer hardware or software or other systems or equipment), the Depositary or the Company is, directly or indirectly, prevented from, forbidden to or delayed in, or could be subject to any civil or criminal penalty on account of doing or performing and therefore does not do or perform, any act or thing that, by the terms of the Deposit Agreement or the Deposited Securities, it is provided shall be done or performed;

(ii) for any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement (including any determination by the Depositary or the Company to take, or not take, any action that the Deposit Agreement provides the Depositary or the Company, as the case may be, may take);

(iii) for the inability of any Owner or Holder to benefit from any distribution, offering, right or other benefit that is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Owners or Holders; or

(iv) for any special, consequential or punitive damages for any breach of the terms of the Deposit Agreement.

Where, by the terms of a distribution to which Section 4.1, 4.2 or 4.3 of the Deposit Agreement applies, or an offering to which Section 4.4 of that Agreement applies, or for any other reason, that distribution or offering may not be made available to Owners, and the Depositary may not dispose of that distribution or offering on behalf of Owners and make the net proceeds available to Owners, then the Depositary shall not make that distribution or offering available to Owners, and shall allow any rights, if applicable, to lapse.

Neither the Company nor the Depositary assumes any obligation or shall be subject to any liability under the Deposit Agreement to Owners or Holders, except that they agree to perform their obligations specifically set forth in the Deposit Agreement without negligence or bad faith. The Depositary shall not be a fiduciary or have any fiduciary duty to Owners or Holders. The Depositary shall not be subject to any liability with respect to the validity or worth of the Deposited Securities. Neither the Depositary nor the Company shall be under any obligation to appear in, prosecute or defend any action, suit, or other proceeding in respect of any Deposited Securities or in respect of the American Depositary Shares, on behalf of any Owner or Holder or other person. Neither the Depositary nor the Company shall be liable for any action or non-action by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or Holder, or any other person believed by it in good faith to be competent to give such advice or information. Each of the Depositary and the Company may rely, and shall be protected in relying upon, any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Depositary shall not be liable 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 a 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 negligence or bad faith while it acted as Depositary. The Depositary shall not be liable for the acts or omissions of any securities depository, clearing agency or settlement system in connection with or arising out of book-entry settlement of American Depositary Shares or Deposited Securities or otherwise. In the absence of bad faith on its part, the Depositary shall not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities or for the manner in which any such vote is cast or the effect of any such vote. The Depositary shall have no duty to make any determination or provide any information as to the tax status of the Company or any liability for any tax consequences that may be incurred by Owners or Holders as a result of owning or holding American Depositary Shares. The Depositary shall not be liable for the inability or failure of an Owner or Holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

19. RESIGNATION AND REMOVAL OF THE DEPOSITARY; APPOINTMENT OF SUCCESSOR CUSTODIAN.

The Depositary may at any time resign as Depositary under the Deposit Agreement by written notice of its election so to do delivered to the Company, to become effective upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by 90 days' prior written notice of that removal, to become effective upon the later of (i) the 90th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depositary and its acceptance of its appointment as provided in the Deposit Agreement. The Depositary in its discretion may at any time appoint a substitute or additional custodian or custodians.

20. AMENDMENT.

The form of the Receipts and any provisions of the Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Holders in any respect which they may deem necessary or desirable. Any amendment that would impose or increase any fees or charges (other than taxes and other governmental charges,

registration fees, cable (including (SWIFT) or facsimile transmission costs, delivery costs or other such expenses), or that would otherwise prejudice any substantial existing right of Owners, shall, however, not become effective as to outstanding American Depositary Shares until the expiration of 30 days after notice of that amendment has been Disseminated to the Owners of outstanding American Depositary Shares. Every Owner and Holder, at the time any amendment so becomes effective, shall be deemed, by continuing to hold American Depositary Shares or any interest therein, to consent and agree to that amendment and to be bound by the Deposit Agreement as amended thereby. Upon the effectiveness of an amendment to the form of Receipt, including a change in the number of Shares represented by each American Depositary Share, the Depository may call for surrender of Receipts to be replaced with new Receipts in the amended form or call for surrender of American Depositary Shares to effect that change of ratio. In no event shall any amendment impair the right of the Owner to surrender American Depositary Shares and receive delivery of the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

## 21. TERMINATION OF DEPOSIT AGREEMENT.

(a) The Company may initiate termination of the Deposit Agreement by notice to the Depository. The Depository may initiate termination of the Deposit Agreement if (i) at any time 60 days shall have expired after the Depository delivered to the Company a written resignation notice and a successor depository has not been appointed and accepted its appointment as provided in Section 5.4 of that Agreement, or (ii) Termination Option Event has occurred. If termination of the Deposit Agreement is initiated, the Depository shall Disseminate a notice of termination to the Owners of all American Depositary Shares then outstanding setting a date for termination (the "Termination Date"), which shall be at least 90 days after the date of that notice, and the Deposit Agreement shall terminate on that Termination Date.

(b) After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement except for its obligations to the Depository under Sections 5.8 and 5.9 of that Agreement.

(c) At any time after the Termination Date, the Depository may sell the Deposited Securities then held under the Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, unsegregated and without liability for interest, for the pro rata benefit of the Owners of American Depositary Shares that remain outstanding, and those Owners will be general creditors of the Depository with respect to those net proceeds and that other cash. After making that sale, the Depository shall be discharged from all obligations under the Deposit Agreement, except (i) to account for the net proceeds and other cash (after deducting, in each case, the fee of the Depository for the surrender of American Depositary Shares, any expenses for the account of the Owner of such American Depositary Shares in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges), (ii) for its obligations under Section 5.8 of that Agreement and (iii) to act as provided in paragraph (d) below.

(d) After the Termination Date, the Depository shall continue to receive dividends and other distributions pertaining to Deposited Securities (that have not been sold), may sell rights and other property as provided in the Deposit Agreement and shall deliver Deposited Securities (or sale proceeds) upon surrender of American Depositary Shares (after payment or upon deduction, in each case, of the fee of the Depository for the surrender of American Depositary Shares, any expenses for the

account of the Owner of those American Depositary Shares in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges). After the Termination Date, the Depository shall not accept deposits of Shares or deliver American Depositary Shares. After the Termination Date, (i) the Depository may refuse to accept surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities (that have not been sold) or reverse previously accepted surrenders of that kind that have not settled if in its judgment the requested withdrawal would interfere with its efforts to sell the Deposited Securities, (ii) the Depository will not be required to deliver cash proceeds of the sale of Deposited Securities until all Deposited Securities have been sold and (iii) the Depository may discontinue the registration of transfers of American Depositary Shares and suspend the distribution of dividends and other distributions on Deposited Securities to the Owners and need not give any further notices or perform any further acts under the Deposit Agreement except as provided in Section 6.2 of that Agreement.

## 22. DTC DIRECT REGISTRATION SYSTEM AND PROFILE MODIFICATION SYSTEM.

(a) Notwithstanding the provisions of Section 2.4 of the Deposit Agreement, the parties acknowledge that DTC's Direct Registration System ("DRS") and Profile Modification System ("Profile") apply to the American Depositary Shares upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC that facilitates interchange between registered holding of uncertificated securities and holding of security entitlements in those securities through DTC and a DTC participant. Profile is a required feature of DRS that allows a DTC participant, claiming to act on behalf of an Owner of American Depositary Shares, to direct the Depository to register a transfer of those American Depositary Shares to DTC or its nominee and to deliver those American Depositary Shares to the DTC account of that DTC participant without receipt by the Depository of prior authorization from the Owner to register that transfer.

(b) In connection with DRS/Profile, the parties acknowledge that the Depository will not determine whether the DTC participant that is claiming to be acting on behalf of an Owner in requesting registration of transfer and delivery as described in paragraph (a) above has the actual authority to act on behalf of that Owner (notwithstanding any requirements under the Uniform Commercial Code). For the avoidance of doubt, the provisions of Sections 5.3 and 5.8 of the Deposit Agreement apply to the matters arising from the use of the DRS/Profile. The parties agree that the Depository's reliance on and compliance with instructions received by the Depository through the DRS/Profile system and otherwise in accordance with the Deposit Agreement, shall not constitute negligence or bad faith on the part of the Depository.

## 23. ARBITRATION; SETTLEMENT OF DISPUTES.

Any controversy, claim or cause of action brought by any party hereto against the Company arising out of or relating to the Shares or other Deposited Securities, the American Depositary Shares, the Receipts or the Deposit Agreement, or the breach hereof or thereof, if so elected by the claimant, shall be settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

The place of the arbitration shall be The City of New York, State of New York, United States of



America, and the language of the arbitration shall be English.

The number of arbitrators shall be three, each of whom shall be disinterested in the dispute or controversy, shall have no connection with any party thereto, and shall be an attorney experienced in international securities transactions. Each party shall appoint one arbitrator and the two arbitrators shall select a third arbitrator who shall serve as chairperson of the tribunal. If a dispute, controversy or cause of action shall involve more than two parties, the parties shall attempt to align themselves in two sides (i.e., claimant(s) and respondent(s)), each of which shall appoint one arbitrator as if there were only two parties to such dispute, controversy or cause of action. If such alignment and appointment shall not have occurred within thirty (30) calendar days after the initiating party serves the arbitration demand, the American Arbitration Association shall appoint the three arbitrators, each of whom shall have the qualifications described above. The parties and the American Arbitration Association may appoint from among the nationals of any country, whether or not a party is a national of that country.

The arbitral tribunal shall have no authority to award any consequential, special or punitive damages or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Deposit Agreement.

#### 24. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS; SUBMISSION TO JURISDICTION; JURY TRIAL WAIVER; WAIVER OF IMMUNITIES.

The Company has (i) appointed Cogency Global Inc. located at 122 East 42nd Street, 18th Floor, New York, New York 10168, as the Company's authorized agent in the United States upon which process may be served in any suit or proceeding (including any arbitration proceeding) arising out of or relating to the Shares or Deposited Securities, the American Depositary Shares, the Receipts or the Deposit Agreement, (ii) consented and submitted to the jurisdiction of any state or federal court in the State of New York in which any such suit or proceeding may be instituted, and (iii) agreed that service of process upon said authorized agent shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding.

EACH PARTY TO THE DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH OWNER AND HOLDER) THEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE AMERICAN DEPOSITARY SHARES OR THE RECEIPTS, THE DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF, INCLUDING, WITHOUT LIMITATION, ANY QUESTION REGARDING EXISTENCE, VALIDITY OR TERMINATION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND ANY CLAIM BASED ON U.S. FEDERAL SECURITIES LAWS.

No disclaimer of liability under the United States federal securities laws or the rules and regulations thereunder is intended by any provision of the Deposit Agreement, inasmuch as no person is able to

effectively waive the duty of any other person to comply with its obligations under those laws, rules and regulations.

To the extent that the Company or any of its properties, assets or revenues may have or hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any duty of performance under the Deposit Agreement, claim, legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Shares or Deposited Securities, the American Depositary Shares, the Receipts or the Deposit Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity and consents to such relief and enforcement.

**Equity Interest Pledge Agreement**  
**Of**  
**Guangzhou Kugou Computer Technology Co., Ltd.**  
**By and among**  
**Shareholders Listed in Schedule A**  
**Tencent Music (Beijing) Co., Ltd.**  
**And**  
**Guangzhou Kugou Computer Technology Co., Ltd.**

**January 16, 2023**

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## EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered into on January 16, 2023 by and among:

1. **All shareholders listed in Schedule A.** Please refer to Schedule A for detailed information of each shareholder.

(Each shareholder listed in Schedule A shall be hereinafter referred to as a “**Pledgor**” respectively, and as the “**Pledgors**” collectively.)

2. **Tencent Music (Beijing) Co., Ltd.** (hereinafter referred to as the “**Pledgee**”)

Registered Address: Room 303, 3rd Floor of 101, 2nd to 8th Floor, No.7 Building, East Tianchen Road, Chaoyang District, Beijing.  
Legal Representative: Yang Qihu

3. **Guangzhou Kugou Computer Technology Co., Ltd.** (hereinafter referred to as the “**Company**”)

Registered Address: 1-17, No. 315 Huangpu Avenue Middle, Tianhe District, Guangzhou.  
Legal Representative: Wang Hua

(In this Agreement, each of the Pledgors, the Pledgee and the Company shall be referred to as a “**Party**” respectively, and as the “**Parties**” collectively.)

### WHEREAS:

(1) The Pledgors are registered shareholders on record of the Company as of the execution date of this Agreement, collectively holding 100% of the equity interests in the Company (hereinafter the “**Company Equities**”). Upon the execution date of this Agreement, the Pledgors’ capital contributions to the registered capital of the Company and proportions of shareholding are set out in Schedule A hereto.

(2) The Parties herein have entered into an Exclusive Option Agreement on January 16, 2023 (hereinafter the “**Exclusive Option Agreement**”), pursuant to which the Pledgors shall, to the extent permitted by the PRC Laws, transfer all or partial Company Equities held by the Pledgors to the Pledgee and/or any other entity or individual designated by the Pledgee in accordance with the Pledgee’s request.

(3) The Parties herein have entered into a Voting Trust Agreement on January 16, 2023 (hereinafter the “**Voting Trust Agreement**”), pursuant to which the Pledgors shall irrevocably entrust its full rights and authorities to the person designated by the Pledgee on the occasion to exercise all the shareholder voting power granted to the Pledgors in the Company.

(4) The Company and the Pledgee entered into an Exclusive Technology Service Agreement on March 26, 2018 (hereinafter the “**Service Agreement**”), pursuant to which the Company exclusively engages the Pledgee to provide relevant technical services, and agrees to pay the corresponding service fees to the

Pledgee for such technical services.

(5) Mr. Xie Guomin, Mr. Chen Xiaotao and the Pledgee entered into a Loan Agreement (hereinafter the "**Loan Agreement**") on April 21, 2014, pursuant to which the Pledgee has provided a loan of RMB128,800,000 to Mr. Xie Guomin and Mr. Chen Xiaotao; Mr. Chen Xiaotao, Mr. Qiu Zhongwei and the Pledgee entered into a Debt Assignment and Offset Agreement on April 11, 2017, pursuant to which Mr. Qiu Zhongwei inherits all of Mr. Chen Xiaotao's rights and obligations under the Loan Agreement; Mr. Xie Guomin, Ms. Wang Meiqi and the Pledgee entered into a Debt Assignment and Offset Agreement on May 11, 2020, pursuant to which Ms. Wang Meiqi inherits all of Mr. Xie Guomin's rights and obligations under the Loan Agreement; Mr. Qiu Zhongwei, Qianhai Daizheng Music Culture Co., Ltd. (the "**Borrower**") and the Pledgee entered into a Debt Assignment and Offset Agreement on January 16, 2023, pursuant to which the Borrower inherits all of Mr. Qiu Zhongwei's rights and obligations under the Loan Agreement; Ms. Wang Meiqi, the Borrower and the Pledgee entered into a Debt Assignment and Offset Agreement on January 16, 2023, pursuant to which the Borrower inherits all of Ms. Wang Meiqi's rights and obligations under the Loan Agreement.

(6) As security for the performance of the Contractual Obligations (as defined hereunder) and for the full payment of the Secured Indebtedness (as defined hereunder), the Pledgors agree to pledge all their equity interests held by them in the Company in favor of the Pledgee, and grant the Pledgee the most prioritized pledge right, with the Company's consent on such equity pledge arrangement.

**THEREFORE**, upon mutual discussion, the Parties agree as follows:

#### **Definitions**

1.1 Unless otherwise defined by the context, the following terms shall have the following meanings in this Agreement:

<b>Contractual Obligations</b>	shall refer to (i) for the Pledgors excluding the Borrower, all the contractual obligations under the Exclusive Option Agreement, the Voting Trust Agreement and this Agreement; (ii) for the Borrower, all the contractual obligations under the Exclusive Option Agreement, Voting Trust Agreement, Loan Agreement and this Agreement; (iii) for the Company, all the contractual obligations under the Exclusive Option Agreement, Voting Trust Agreement, Service Agreement and this Agreement.
<b>Secured Indebtedness</b>	shall refer to the Company's obligation to pay the service fees under the Service Agreement and other obligations, the Borrower's obligations of repayment and other obligations, and all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default (as defined hereunder) by the Pledgors and/or the Company. The amount of such loss shall be calculated

in accordance with, without limitation, the reasonable business plan and profit forecast of the Pledgee, the service fees payable by the Company to the Pledgee under the Service Agreement, the principal payable by the Borrower under the Loan Agreement, and all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or the Company's Contract Obligations.

**Transaction Agreements**

shall refer to the Exclusive Option Agreement, the Voting Trust Agreement, the Service Agreement and the Loan Agreement.

**Event of**

shall refer to any breach to any Contractual Obligations under the Exclusive Option Agreement by the Pledgors excluding the Borrower, any Borrower's

**Default**

breach to any Contractual Obligations under the Exclusive Option Agreement, the Voting Trust Agreement, the Loan Agreement and/or this Agreement, and the Company's breach to any Contractual Obligations under the Exclusive Option Agreement, the Voting Trust Agreement, the Service Agreement and/or this Agreement.

**Pledged Equity**

shall refer to all Company Equities legally held by the Pledgors upon the effective date of this Agreement (the specific equity interest pledged by each Pledgor is set out in Schedule A in this Agreement), the increased capital contribution and dividend under Clauses 2.6 and 2.7 herein, and other equity interest in the Company held by the Pledgors by any other means.

**PRC Laws**

shall refer to the then effective laws, administrative regulations, administrative rules, local regulations, judicial interpretations and other binding regulatory documents of the People's Republic of China (for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan).

1.2 In this Agreement, any reference to any PRC Laws shall be deemed to include (1) a reference to such PRC Laws as modified, amended, supplemented or reenacted, effective before or after the date of this Agreement; and (2) a reference to any other decision, circular or rule made pursuant to such PRC Laws or effective as a result of such PRC Laws.

1.3 Unless otherwise stated in the context of this Agreement, a reference to a provision, clause, section or paragraph shall refer to a corresponding provision, clause, section or paragraph of this Agreement.

**2 Equity Pledge**

2.1 The Pledgors hereby agree to pledge, in accordance with the terms of this Agreement, their lawfully owned and disposable equity interests in favor of the Pledgee as the security for the repayment of the Secured Indebtedness. The Company hereby agrees that Pledgors pledge the Pledged Equities in favor of the Pledgee in accordance with the terms of this Agreement.

2.2 The Pledgors undertake to record the equity pledge arrangements (“**Equity Pledge**”) in the register of shareholders on the effective date of this Agreement. The Pledgors further undertake to make the best efforts and take all necessary actions to apply with the competent industrial and commercial authority for the registration of the Pledged Equity under this Agreement within ten (10) business days after the effective date of this Agreement. The Pledgors and the Pledgee shall, pursuant to PRC Laws and all requirements of relevant industrial and commercial authorities, submit all necessary documents and deal with all necessary procedures, ensuring that the pledge right can be registered as soon as possible after the application submission, and deliver the original copy of the registration certificate (including without limitation the pledge registration notification) to the Pledgee; the relevant fees shall be borne by the Company.

2.3 During the term of this Agreement, the Pledgee shall not be liable in whatsoever manner for any decrease in the value of the Pledged Equities and the Pledgors are not entitled to seek any form of recourse or make any request, unless such decrease is caused by the Pledgors’ intentional misconduct or gross negligence having direct causation to the result.

2.4 Subject to Section 2.3 above, in the event of any possible material impairment of the Pledged Equities which may prejudice the rights and interests of the Pledgee, the Pledgee may at any time auction or sell the Pledged Equities on behalf of the Pledgors and may, as agreed with the Pledgors, apply the proceeds from such auction or sale towards accelerated repayment of the Secured Indebtedness, or deposit such proceeds with a notary public at the place where the Pledgee is located (any costs thereby incurred shall be entirely borne by the Pledgee).

2.5 Upon occurrence of any Event of Default, the Pledgee shall be entitled to dispose of the Pledged Equities in such manner as prescribed in Article 4 of this Agreement.

2.6 The Pledgors shall be entitled to subscribe for the increase registered capital of the Company with prior written consent of the Pledgee. The increased capital contribution by the Pledgors because of the Pledgors’ subscription of the increased registered capital shall also be deemed as the Pledged Equities. The Pledgors undertake to record the equity pledge for the increased amount of registered capital under this Clause 2.6 in the register of shareholders within ten (10) business days after the capital increase, to apply with the competent industrial and commercial authority for the registration, and to deliver the original copy of the registration certificate (including without limitation to the pledge registration notification) to the Pledgee; the relevant fees shall be borne by the Company.

2.7 During the term of pledge, the Pledgee is entitled to receive proceeds (including without limitation any dividend, profit and other income) generated by the Pledged Equities. The Pledgors shall not receive any dividend or bonus in respect of the Pledged Equities without prior consent of the Pledgee. The Pledgors’ dividend or bonus obtained from the Pledged

Equities shall be deposited in the bank account designated by the Pledgee, being administrated by the Pledgee, and shall be used for the repayment for the Secured Indebtedness.

2.8 Upon occurrence of any Event of Default, the Pledgee shall be entitled to dispose of any Pledgor's any pledged Equities in the manner as prescribed in this Agreement.

### **3 Release of Pledge**

3.1 After full and complete performance of all the Contractual Obligations and full repayment of all the Secured Indebtedness by the Pledgors and the Company, the Pledgee shall, at the request of the Pledgors, release the Equity Pledge under this Agreement and cooperate with the Pledgors to deregister the Equity Pledge recorded in the register of shareholders and to deregister the pledge with the competent industrial and commercial authority. Reasonable costs thereby incurred shall be borne by the Pledgee.

### **4 Disposal of Pledged Equities**

4.1 The Parties hereby agree that upon occurrence of any Event of Default, the Pledgee shall be entitled to exercise all rights and power to claim remedies available under the PRC Laws, the Transaction Agreements and this Agreement with written notice to the Pledgors, including without limitation the right to auction or sell the Pledged Equities and to be indemnified in priority with the proceeds thereof. The Pledgee shall not be held liable for any losses from its lawful and reasonable exercise of such rights and power.

4.2 The Pledgee shall be entitled to appoint in writing its legal advisor or any other agent to exercise any and all of its foregoing rights and power, to which the Pledgors shall not raise any objection and shall provide necessary assistance.

4.3 The Pledgee shall be entitled to deduct all reasonable costs actually incurred in connection with its exercise of any or all of its aforesaid rights and power from the proceeds obtained from such exercise of rights and power.

4.4 The proceeds obtained from the exercise by the Pledgee of its rights and power shall be applied in the following order of precedence:

- (i) payment of all costs arising out of the disposal of the Pledged Equities and the exercise by the Pledgee of its rights and power (including fees paid to its legal advisor and agent);
- (ii) payment of the taxes payable in connection with the disposal of the Pledged Equities; and
- (iii) repayment of the Secured Indebtedness to the Pledgee;



Any balance after the deduction of the aforesaid payments shall either be returned by the Pledgee to the Pledgors or any other person who is entitled to such balance under relevant laws and regulations, or be deposited with a notary public at the place where the Pledgee is located (any costs thereby incurred shall be entirely borne by the Pledgee).

4.5 The Pledgee shall have the option to exercise concurrently or successively any of the remedies available to it; the Pledgee shall not be required to exhaust all other remedies available to it prior to auction or sale of the Pledged Equities under this Agreement.

#### **5 Fees and Expenses**

5.1 All costs and expenses actually incurred in connection with the creation of the Equity Pledge under this Agreement, including without limitation the stamp duty, any other taxes and all legal fees, shall be borne by the Company.

#### **6 Continuity and No Waiver**

6.1 The Pledged Equities shall be continuous security and shall remain valid until full performance of the Contractual Obligations or full repayment of the Secured Indebtedness. No waiver or grace period granted by the Pledgee to the Pledgors in respect of any breach or any delay by the Pledgee in exercising any of its rights under the Transaction Agreements and this Agreement shall affect the rights available to the Pledgee under this Agreement, applicable PRC Laws and the Transaction Agreements to demand at any time thereafter strict performance by the Pledgors of the Transaction Agreements and this Agreement, or any of the rights available to the Pledgee arising from any subsequent breach by the Pledgors of the Transaction Agreements and/or this Agreement.

#### **7 Representations and Warranties of the Pledgors**

Excluding the circumstances as disclosed in Schedule A, each Pledgor hereby respectively and not jointly represent and warrant to the Pledgee that:

7.1 If the Pledgor is a natural person, he is a Chinese citizen with full civil capacity, and has legal rights and capacity to execute this Agreement and bears legal obligations under this Agreement. If the Pledgor is not a natural person, it is a legal entity duly incorporated under PRC Laws with legal rights and capacity to execute this Agreement and bears legal obligations under this Agreement.

7.2 As of the effective date of this Agreement, the Pledgor is the only lawful owner of the Pledged Equities free from any existing dispute in relation to the ownership thereof. Other than the security interests created on the Pledged Equities under this Agreement and the rights created under the Transaction Agreements, the Pledgor has the right to dispose of the Pledged Equities or any part thereof.

7.3 Other than the security interests created on the Pledged Equities under this Agreement and the rights created under the Transaction Agreements, the Pledged Equities are free from any other security interests or third party rights and interests and any other restriction.

7.4 The Pledged Equities can be lawfully pledged and transferred, and the Pledgor has full rights and power to pledge the Pledged Equities to the Pledgee in accordance with the terms of this Agreement.

7.5 This agreement, once duly executed by the Pledgor, constitutes legal, valid and binding obligations to the Pledgor.

7.6 As necessary to the execution and performance of this Agreement and the Equity Pledge under this Agreement, any consent, permission, waiver or authorization by any third party or any approval, license or exemption by any governmental body or registration or filing formalities (if required by law) with any governmental body have been obtained or handled and will remain in full force during the term of this Agreement.

7.7 The execution and performance of this Agreement by the Pledgor do not violate or conflict with any law applicable to the Pledgor in effect, any agreement to which the Pledgor is a party or by which its assets are bound, any court judgment, any arbitral award, or any decision of any administrative authority.

7.8 The pledge under this Agreement constitutes a first ranking security interest on the Pledged Equities held by the Pledgor.

7.9 All taxes and fees payable in connection with obtaining the Pledged Equities have been paid in full in accordance with the laws by the Pledgor.

7.10 There are no pending or, to the knowledge of the Pledgor, threatened suits, arbitrations, or other legal proceedings or claims before any court or arbitral tribunal, or administrative proceedings, or other legal proceedings or claims before any governmental body or administrative authority against the Pledged Equities, the Pledgor or their properties, 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.

7.11 The Pledgor hereby warrants to the Pledgee that the representations and warranties made above will remain true and correct and will be fully complied with under all circumstances until full performance of the Contractual Obligations or the full repayment of the Secured Indebtedness.

## **8 Representations and Warranties of the Company**

The Company hereby represents and warrants to the Pledgee that:

8.1 The Company is a limited liability company duly registered and lawfully

existing under PRC Laws with independent legal personality, and has full and independent legal status and capacity to execute and deliver this Agreement and may sue or be sued as an independent party.

8.2 All reports, documents and information provided by it to the Pledgee prior to or upon the effectiveness of this Agreement with respect to matters pertaining to the Pledged Equity or required by this Agreement are true and correct in all material respects as of the effectiveness of this Agreement.

8.3 All reports, documents and information provided by it to the Pledgee after the effectiveness of this Agreement with respect to matters pertaining to the Pledged Equity or required by this Agreement are true and valid in all material respects as of the effectiveness of this Agreement.

8.4 This Agreement, once properly signed by the Company, constitutes legal, valid and binding obligations to the Company.

8.5 It has full internal corporate power and authority to execute and deliver this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereunder as well as full power and authority to consummate the transactions contemplated hereunder.

8.6 There are no pending or, to the knowledge of the Company, threatened suits, arbitrations, or other legal proceedings or claims before any court or arbitral tribunal, or administrative proceedings, or other legal proceedings or claims before any governmental body or administrative authority against the Pledged Equities, the Company or its assets, which will have a material or adverse effect on the economic conditions of the Company or the Pledgor's ability to perform its obligations and security liability under this Agreement.

8.7 The Company hereby agrees to be jointly liable to the Pledgee for the representations and warranties made by each Pledgor under Article 7 hereunder.

8.8 The Company hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and fully complied with under all circumstances at any time prior to full performance of the Contractual Obligations or full repayment of the Secured Indebtedness.

#### **9 Undertakings by the Pledgors**

The Pledgors each respectively and not jointly undertake to the Pledgee that:

9.1 Without prior written consent of the Pledgee, the Pledgors will not create or permit to be created any new pledge or any other security interest on the Pledged Equity and any pledge or other security interest created on all or any part of the Pledged Equity without prior written consent of the Pledgee shall be null and void.

9.2 Without prior written notice to and prior written consent from the Pledgee, the Pledgors will not assign the Pledged Equity and all purported assignment of the Pledged Equity by the Pledgors shall be null and void. The proceeds received by the Pledgors from the assignment of the Pledged Equity shall be first applied towards full repayment to the Pledgee of the Secured Indebtedness or shall be deposited with a third party as agreed with the Pledgee.

9.3 Should there arise any suit, arbitration or other claims which are likely to have an adverse effect on the Pledgors' or the Pledgee's interest under the Transaction Agreements and this Agreement or on the Pledged Equity, the Pledgors undertake that they will notify the Pledgee in writing of the same as promptly as possible without delay and will, in accordance with the reasonable request of the Pledgee, take all necessary measures to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity.

9.4 The Pledgors undertake to complete the registration procedure to extend the Company's business period in three (3) months before the expiry of the Company's business period, in order to maintain the validity of this Agreement.

9.5 The Pledgors will not do or permit to be done any act or action likely to have an adverse effect on the interest of the Pledgee under the Transaction Agreements and this Agreement or on the Pledged Equity. The Pledgors waive their preferential right of purchase if and when the Pledgee exercises its rights of pledge.

9.6 The Pledgors will, in accordance with the reasonable request of the Pledgee, take all steps and execute all documents (including without limitation any supplement hereto) necessary to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity as well as the exercise and realization by the Pledgee of such rights and interests.

9.7 Should the exercise of the rights of pledge hereunder result in an assignment of any Pledged Equity, the Pledgors undertake that they will take all measures to procure the realization of such assignment.

#### **10 Undertakings by the Company**

10.1 The Company will use every effort to assist with the obtaining of any consents, permissions, waivers, authorizations of any third party or any approval, license or exemption from any governmental body or the completion of any registration or filing formalities with any governmental body (if required by law), requisite in each case for the execution and performance of this Agreement and the creation of the Equity Pledge hereunder, and will maintain the same in full force and effect during the term hereof.

10.2 Without prior written consent of the Pledgee, the Company will not assist or permit the Pledgors to create any new pledge or any other security interest

on the Pledged Equity.

10.3 Without prior written consent of the Pledgee, the Company will not assist or permit the Pledgors to assign the Pledged Equity.

10.4 Should there arise any suit, arbitration or other claims which are likely to have an adverse effect on the Company, the Pledged Equities or the Pledgee's interest under the Transaction Agreements and this Agreement, the Company undertakes that it will notify the Pledgee in writing of the same as promptly as possible without delay and will, in accordance with the reasonable request of the Pledgee, take all necessary measures to ensure the Pledgee's pledge rights and interests in and to the Pledged Equity.

10.5 The Company undertakes to complete the registration procedure to extend its business period in three (3) months before the expiry of its business period, in order to maintain the validity of this Agreement.

10.6 The Company will not do or permit to be done any act or action likely to have an adverse effect on the interest of the Pledgee under the Transaction Agreements and this Agreement or on the Pledged Equity.

10.7 The Pledgors will during the first month of each calendar quarter submit to the Pledgee the financial statements of the Company for the preceding calendar quarter, including without limitation the balance sheet, the income statement and the cash flow statement.

10.8 The Company will, in accordance with the reasonable request of the Pledgee, take all steps and execute all documents (including without limitation any supplement hereto) necessary to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity as well as the exercise and realization by the Pledgee of such rights and interests.

10.9 Should the exercise of the rights of pledge hereunder result in an assignment of any Pledged Equity, the Company undertakes that it will take all measures to enable the realization of such assignment.

#### **11 Fundamental Changes of Circumstances**

11.1 As a supplementary agreement and without contravening other provisions of the Transaction Agreements and this Agreement, if, at any time, in the opinion of the Pledgee, as a result of any promulgation of or amendment to any PRC Laws, regulations or rules, or of any change in the interpretation or application of such laws, regulations or rules, or of any change in relevant registration procedures, the maintaining of the validity of this Agreement and/or the disposal of the Pledged Equity in the manner prescribed hereunder becomes illegal or contravenes such laws, regulations or rules, the Pledgors and the Company shall, on the Pledgee's written instruction and in accordance with its reasonable request, immediately take any actions and/or execute any agreements or other documents so as to:

- (i) maintain the validity of this Agreement;
- (ii) facilitate the disposal of the Pledged Equity in the manner prescribed hereunder; and/or
- (iii) maintain or realize the security created or purported to be created hereunder.

#### **12 Effectiveness and Term of Agreement**

12.1 This Agreement is valid once duly executed by all Parties. This Agreement is the final version agreement which the Parties have reached upon in respect of the equity pledge and relevant issues; this Agreement shall fully replace any and all of previous consultation, negotiation or discussion which all Parties have reached upon, and any and all of letters of intent, memorandums, agreements or other documents (including without limitation the Equity Interest Pledge Agreement executed by and among the Company, the Pledgee and some Pledgors on August 24, 2022) which all Parties have reached upon and agreed. If there is any conflict, contravention or inconsistency in such consultation, negotiation, discussion results, such letters of intent, memorandum, agreements or other documents against this Agreement, this Agreement shall prevail. All Parties shall, bearing the principle of good faith, make all efforts to assist in having such equity pledge registered in the competent industrial and commercial authority in a short period. For this purpose, the Company shall apply for the registration with the competent industrial and commercial authority in reasonable time.

The Pledgors shall deliver to the Pledgee for custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge on the effective date of this Agreement. Upon the effectiveness of this Agreement, the Pledgors shall, at the Pledgee's request, provide the pledge registration certificate issued by the competent industrial and commercial authority to the Pledgee in a form satisfactory to the Pledgee. The Pledgee will keep these documents in its custody during the whole pledge period prescribed in this Agreement.

12.2 The term of this Agreement shall end when the Contractual Obligations is performed in full or when the Secured Indebtedness is repaid in full.

12.3 To avoid ambiguity, each Pledgor is not jointly liable to any obligation or liability of other Pledgor or the Company.

#### **13 Notice**

13.1 Any notice, request, demand and other correspondences required by or made pursuant to this Agreement shall be made in writing and delivered to the relevant Party.

13.2Aforesaid notice or other correspondences shall be deemed delivered when it is transmitted if transmitted by fax or telex; or upon delivery, if delivered in person; or five (5) days after posting, if delivered by mail; or upon the signature of the recipient, if delivered by courier service. However, if the notice is returned due to the recipient's fault or the recipient's refusal to sign, the notice is deemed delivered on the date when the notice is returned. In case of simultaneous delivery in any of the above forms, the earliest deemed time of delivery shall prevail.

#### 14Miscellaneous

14.1The Pledgors and the Company agree that the Pledgee may, immediately upon notice to the Pledgors and the Company, assign its rights and/or obligations hereunder to any third party; and that without prior written consent of the Pledgee, neither the Pledgors nor the Company may assign their respective rights, obligations or liabilities hereunder to any third party. The successors or permitted assignees (if any) of the Pledgors and the Company shall be obligated to continue to perform the Pledgors' and the Company's respective obligations hereunder.

14.2The sum of the Secured Indebtedness determined by the Pledgee in its discretion in connection with its exercise of its rights of pledge with respect to the Pledged Equity in accordance with the terms hereof shall constitute the conclusive evidence for the Secured Indebtedness hereunder.

14.3This Agreement is made in Chinese in five (5) originals, with each Party hereof retaining one (1) copy. The Parties specifically agree that the Agreement restored in PDF format sent by emails from the Parties is regarded as original and can be used separately as evidence for the establishment and validation of this Agreement.

14.4The entry into, effectiveness, performance, modification, interpretation and termination of this Agreement shall be governed by PRC Laws.

#### 14.5Dispute Resolution

(1)Any dispute, argument or claim (hereinafter the "**disputes**") arising out of or in connection with of this Agreement or breach, termination or invalidity of this Agreement shall be settled by both Parties of the disputes through consultations. The Party raising the claim shall promptly inform the other Party that disputes have arisen and illustrate the nature of the dispute via a notice with date. In the absence of an agreement being reached by the Parties within thirty (30) days after the dispute notice, the dispute may be brought by any Party the dispute before the China International Economic and Trade Arbitration Commission (hereinafter "**CIETAC**") to be arbitrated in Beijing pursuant to CIETAC's effective arbitration rules upon the submission of the dispute and this Clause 14.5. The arbitration award shall be final and binding on the Parties to the dispute.

(2)The arbitral tribunal shall consist of three (3) arbitrators. Each Party to the dispute has the right to respectively appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly appointed by both Parties to the dispute. If the Parties to the dispute cannot reach agreement on the appointment of the third (3rd) arbitrator, such arbitrator shall be appointed by the director of the Arbitration Commission. The third arbitrator shall be the chief arbitrator of the arbitral tribunal.

(3)When making an arbitral award, the arbitrator shall take into account the intention of hereto determined by this agreement the Parties.

(4)The arbitral award made by the arbitral tribunal pursuant to this Clause 14.5 shall be made in writing and shall be final and binding upon both Parties to the dispute. Both Parties to the dispute should do their best to enable any of such arbitral awards to be implemented in time and provide any necessary assistance to the implementation.

(5)The aforesaid provisions of this Clause 14.5 shall not prevent the concerned Parties from applying for any prior protection or injunction for any reason, including without limitation the subsequent enforcement of the arbitral award.

14.6No right, power or remedy empowered to any Party by any provision of this Agreement shall preclude any other right, power or remedy enjoyed by such Party in accordance with law or any other provisions hereof and no exercise by a Party of any of its rights, powers and remedies shall preclude its exercise of its other rights, powers and remedies.

14.7No failure or delay by a Party in exercising any right, power or remedy under this Agreement or laws (hereinafter the "**Party's Rights**") shall result in a waiver of such right, and no single or partial waiver by a Party of the Party's Rights shall preclude such Party from exercising such rights in any other way or exercising the remaining part of the Party's Rights. The Parties shall, via negotiation in good faith, endeavor to replace those invalid, illegal or unenforceable provisions with provisions that permitted by laws and effective to the most extent that the Parties expect, while such effective provisions and those invalid, illegal or unenforceable provisions shall be alike as much as possible in the economic effects.

14.8The section headings herein are inserted for convenience of reference only and shall in no event be used in or affect the interpretation of the provisions hereof.

14.9Each provision contained herein shall be severable and independent of any other provisions hereof, and if at any time any one or more provisions hereof become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected thereby.

14.10Any amendments or supplements to this Agreement shall be made in writing



and except where the Pledgee assigns its rights hereunder in accordance with Clause 14.1, such amendments or supplements shall take effect only when properly signed by the Parties hereto.

14.11 This Agreement shall be binding upon the legal successors of the Parties.

14.12 Concurrently with the execution of this Agreement, the Pledgors shall each execute a power of attorney (hereinafter the "POA"), entrusting the Pledgee or any person designated by the Pledgee to execute on its behalf in accordance with this Agreement any and all of legal documents as may be required in order for the Pledgee to exercise its rights hereunder. Such POA shall be submitted to the Pledgee for custody and may be presented by the Pledgee to relevant governmental authorities whenever necessary.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Tencent Music (Beijing) Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Tencent Music (Beijing) Co., Ltd.*

*Signature Page to Equity Interest Pledge Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Qianhai Daizheng Music Culture Co., Ltd.** (Company Chop)

*Signed: /s/ Seal of Qianhai Daizheng Music Culture Co., Ltd.*

*Signature Page to Equity Interest Pledge Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Guangzhou Kugou Computer Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Guangzhou Kugou Computer Technology Co., Ltd.*

*Signature Page to Equity Interest Pledge Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Linzi Lichuang Information Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Linzi Lichuang Information Technology Co., Ltd.*

*Signature Page to Equity Interest Pledge Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Shenzhen Litong Industry Investment Fund Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Shenzhen Litong Industry Investment Fund Co., Ltd.*

*Signature Page to Equity Interest Pledge Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Schedule A****Basic information of the Company**

Company Name: Guangzhou Kugou Computer Technology Co., Ltd.  
Registered Address: 1-17, No. 315 Huangpu Avenue Middle, Tianhe District, Guangzhou  
Registered Capital: RMB 5,818,000,892 Yuan  
Legal Representative: Wang Hua  
Shareholding Structure:

#	Shareholder's Name	Identification No./ Registration No.	Registered Capital (RMB/Yuan)	Shareholding Percentage
1	Shenzhen Litong Industry Investment Fund Co., Ltd.	91440300075839388T	4,603,261	0.0791%
2	Linzhi Lichuang Information Technology Co., Ltd.	91540400MA6T10ME4F	5,787,312,489	99.4724%
3	Qianhai Daizheng Music Culture Co., Ltd.	91440300MA5GDLLP7X	26,085,142	0.4485%
<b>Total</b>		/	<b>5,818,000,892</b>	<b>100.00%</b>

*Schedule A to Equity Interest Pledge Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Schedule B**

**Power of Attorney**

The undersigned, \_\_\_\_\_, hereby irrevocably authorize \_\_\_\_\_ PRC Identification No.: \_\_\_\_\_, as my trustee or authorized representative for signature, to sign all necessary or useful legal documents with respect to the fulfilling of my obligations under the Equity Interest Pledge Agreement entered into by and among myself, Tencent Music (Beijing) Co., Ltd. and Guangzhou Kugou Computer Technology Co., Ltd. on [    ], 20\_\_ with respect to equity interests of Guangzhou Kugou Computer Technology Co., Ltd..

Signature/Seal:

By: /s/

Date:

*Schedule B to Equity Interest Pledge Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Exclusive Option Agreement**  
**Of**  
**Guangzhou Kugou Computer Technology Co., Ltd.**  
**By and Among**  
**All the shareholders listed in Schedule A**  
**and**  
**Tencent Music (Beijing) Co., Ltd.**  
**and**  
**Guangzhou Kugou Computer Technology Co., Ltd.**

**January 16, 2023**

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## Exclusive Option Agreement

This Exclusive Option Agreement (the “**Agreement**”) is entered into on January 16, 2023, by and among the following Parties:

1. **All the shareholders listed in Schedule A**, of which the information see Schedule A.

(All the shareholders listed in Schedule A separately and collectively referred to as the “**Existing Shareholders**”);

2. **Tencent Music (Beijing) Co., Ltd.** (the “**WFOE**”)

Registered address: Room 303, 3rd Floor of 101, -2nd to 8th Floor, No.7 Building, East Tianchen Road, Chaoyang District, Beijing.

Legal Representative: Yang Qihu

3. **Guangzhou Kugou Computer Technology Co., Ltd.** (the “**Company**”)

Registered address: 1-17, No. 315 Huangpu Avenue Middle, Tianhe District, Guangzhou.

Legal Representative: Wang Hua

(In this Agreement, each Party shall be referred to as a “**Party**” respectively or as the “**Parties**” collectively.)

Whereas:

(1) Mr. Xie Guomin and Mr. Chen Xiaotao entered into a Capital Subscription Agreement to subscribe for the increased registered capital of the Company on November 20, 2013.

(2) Mr. Xie Guomin, Mr. Chen Xiaotao and the WFOE entered into a Loan Agreement on April 21, 2014 (the “**Loan Agreement**”), pursuant to which the WFOE provided a loan to Mr. Xie Guomin, Mr. Chen Xiaotao with an amount of RMB 128,800,000 to pay the consideration under the Capital Subscription Agreement under item (1).

(3) Mr. Chen Xiaotao, Mr Qiu Zhongwei and the WFOE entered into an Equity Transfer Agreement and Debt Assignment and Offset Agreement on April 11, 2017 respectively, according to which Mr. Chen Xiaotao transferred the contribution in the Company to Mr. Qiu Zhongwei, and all parties agreed that the loan that the WFOE lent to Mr. Chen Xiaotao as above-mentioned in item (2) shall offset the equity transfer price that Mr. Qiu Zhongwei should pay to Mr. Chen Xiaotao. Mr. Qiu Zhongwei shall inherit all rights and obligations of Mr. Chen Xiaotao in the Loan Agreement; Mr. Qiu Zhongwei, Qianhai Daizheng Music Culture Co., Ltd. (the “**Borrower**”) and the WFOE entered into a Debt Assignment and Offset Agreement on January 16, 2023, pursuant to which the Borrower inherits all of Mr. Qiu Zhongwei’s rights and obligations under the Loan Agreement.

(4) Mr. Xie Guomin, Ms. Wang Meiqi and the WFOE entered into a Share Transfer Agreement and the Debt Assignment and Offset Agreement on May 11, 2020, pursuant to which Mr. Xie Guomin transferred the equity interest held by him in the Company to Ms. Wang Meiqi, and all parties agreed that the loan that the WFOE

lend to Mr. Xie Guomin as above-mentioned in item (2) shall offset the share transfer payment that Ms. Wang Meiqi should pay to Mr. Xie Guomin. Ms. Wang Meiqi shall inherit all rights and obligations of Mr. Xie Guomin in the Loan Agreement. Ms. Wang Meiqi, the Borrower and the WFOE entered into a Debt Assignment and Offset Agreement on January 16, 2023, pursuant to which the Borrower inherits all of Ms. Wang Meiqi's rights and obligations under the Loan Agreement.

(5) Linzhi Lichuang Information Technology Co., Ltd. entered into a Subscription Agreement to subscribe for the Company's increased registered capital on July 12, 2016.

(6) The Existing Shareholders currently are registered shareholders of the Company, lawfully and legally holding all the equity of the Company. As of the date of this Agreement, the amount of contribution of each Existing Shareholder in the registered capital is shown in Schedule A.

(7) The Existing Shareholders intends to transfer all the equity to the WFOE and/or any other entity or individual designated by the WFOE without prejudice to the PRC law, and the WFOE intends to accept such transfer.

(8) The Company intends to transfer its assets to the WFOE and/or any other entity or individual designated by the WFOE without prejudice to the PRC law, and the WFOE intends to accept such transfer.

(9) The Existing Shareholders and the Company agree to irrevocably grant the exclusive Equity Call Option and Assets Call Option to the WFOE in order to complete the equity and assets transfer mentioned above. Without prejudice to the PRC law and according to the Equity Call Option and Assets Call Option, the Existing Shareholders or the Company shall transfer the Option Equity Interest and the Company Assets (defined as follows) to the WFOE and/or any other entity or individual designated by the WFOE according to this Agreement at the request of the WFOE.

(10) The Company agrees that the Existing Shareholders grant the Equity Call Option to the WFOE pursuant to this Agreement.

(11) The Existing Shareholders agree that the Company grants Assets Call Option to the WFOE pursuant to this Agreement.

Therefore, the Parties hereby agree as follows upon mutual negotiations:

#### **Article 1 Definition**

1.1 Unless otherwise required in the context, the following terms in this Agreement shall have the following meanings:

**"PRC Law"** means the then effective laws, administrative regulations, administrative rules, local regulations, judicial interpretations and other binding regulatory

documents of the PRC (excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Region).

**“Equity Call Option”**

means the option to purchase the equity interests in the Company granted by the Existing Shareholders to the WFOE pursuant to the terms and conditions of this Agreement.

**“Assets Call Option”**

means the option to purchase any assets of the Company granted by the Company to the WFOE pursuant to the terms and conditions of this Agreement.

**“Option Equity Interest”**

means, in respect of each Existing Shareholder, the equity interest owned by it (including the additional equity interest obtained by it due to capital increase, share transfer or any other reasons) in the Registered Capital (defined as follows) of the Company, and in respect of all the Existing Shareholders, the 100% equity interests in the Registered Capital of the Company.

**“Registered Capital of the Company”**

means the registered capital of the Company as of the signing date of this Agreement, i.e., RMB 5,818,000,892, and includes any increased registered capital within the term of this Agreement.

**“Transfer Equity Interests”**

means the equity interests which the WFOE or its designated entity or individual is entitled to purchase from all Existing Shareholders or any Existing Shareholder at the request of the WFOE upon its exercise of the Equity Call Option in accordance with Section 3 hereof, the amount of which may be all or part of the Option Equity Interest and shall be determined by the WFOE at its sole discretion in accordance with the then effective PRC Law and its commercial needs.

**“Transfer Assets”**

means the assets of the Company which the WFOE or its designated entity or individual is entitled to purchase from the Company at the request of the WFOE upon its exercise of the Assets Call Option in accordance with Section 3 hereof, the amount of which may be all or part of the assets of the Company and shall be determined by the WFOE at its sole discretion in accordance with the then effective PRC Law and its commercial needs.

**“Exercise”**

means the exercise of the Equity Call Option or Assets Call Option by the WFOE.

<b>“Transfer Price”</b>	means the aggregate consideration payable to the Existing Shareholders or the Company by the WFOE or its designated entity or individual for the Transfer Equity Interests or the Transfer Assets in each Exercise.
<b>“Operating Licenses”</b>	means any approvals, permits, filings or registrations which are necessary for the lawful and effective operation by the Company of all its businesses, including but not limited to the Business License, the Audio & Video Service Permission, the Value-added Telecommunication Service Business License, and other relevant licenses and permits as required by the then effective PRC Law.
<b>“Company Assets”</b>	means all the tangible and intangible assets which the Company owns or is entitled to use within the term of this Agreement, including but not limited to any fixed assets, moveable assets and intellectual property, including trademarks, copyrights, patents, proprietary technology, domain names and software use rights, etc.
<b>“Material Agreement”</b>	means any agreement to which the Company is a party and which has material impact on the businesses or the assets of the Company, including but not limited to the Exclusive Consulting and Services Agreement entered into by and between the Company on March 26, 2018 and the WFOE and other material agreements relating to the business of the Company.

1.2 Any PRC Law referred to herein shall :

- (1) include the amendments, changes, supplements and reenactments thereto, irrespective of whether they take effect before or after the execution of this Agreement; and
- (2) include the references to other decisions, notices or regulations enacted in accordance therewith or which become effective as a result thereof.

1.3 Unless otherwise specified herein, all references to article, clause, item or paragraph shall refer to the relevant part hereof.

**Article 2 Grant of Equity Call Option and Assets Call Option**

2.1. The Existing Shareholders hereby severally and jointly agree to irrevocably and unconditionally grant an exclusive Equity Call Option to the WFOE, according to which the WFOE may, to the extent permitted under the PRC Law and subject to the terms and conditions of this Agreement, request the Existing Shareholders to transfer the Option Equity Interest to the WFOE or its designated entity or

individual. The WFOE agrees to accept such Equity Call Option.

2.2.The Company hereby agrees to the grant of the Equity Call Option to the WFOE by the Existing Shareholders under Section 2.1 and other provisions of this Agreement.

2.3.The Company hereby agrees to irrevocably and unconditionally grant an exclusive Assets Call Option to the WFOE, according to which the WFOE may, to the extent permitted under the PRC Law and subject to the terms and conditions of this Agreement, request the Company to transfer all or any of the Company Assets to the WFOE or its designated entity or individual. The WFOE agrees to accept such Assets Call Option.

2.4.The Existing Shareholders hereby severally and jointly agree to the grant of the Assets Call Option to the WFOE by the Company under Section 2.3 and other provisions of this Agreement.

#### **Article 3 Manner of Exercise of Options**

3.1.Subject to the terms and conditions of this Agreement and to the extent permitted under the PRC Law, the WFOE shall have the sole discretion in deciding the schedule, manner and times of its Exercise.

3.2.Subject to the terms and conditions of this Agreement and to the extent permitted by the then effective PRC Law, the WFOE is entitled to request the Existing Shareholders to transfer all or part of the equity interests in the Company to the WFOE or its designated entity or individual at any time.

3.3.Subject to the terms and conditions of this Agreement and to the extent permitted by the then effective PRC Law, the WFOE is entitled to request the Company to transfer all or part of its assets to the WFOE or its designated entity or individual at any time.

3.4.In respect of the Equity Call Option, the WFOE has discretion to determine the amount of the Transfer Equity Interests to be transferred to the WFOE and/or its designated entity or individual from the Existing Shareholders in each Exercise, and the Existing Shareholders shall transfer the Transfer Equity Interests to the WFOE and/or its designated entity or individual respectively according to the amount as requested by the WFOE. The WFOE and/or its designated entity or individual shall pay the Transfer Price to the Existing Shareholders for transfer of the Transfer Equity Interests in each Exercise.

3.5.In respect of the Assets Call Option, the WFOE has discretion to determine the specific Transfer Assets to be transferred to the WFOE and/or its designated entity or individual from the Company, and the Company shall transfer the Transfer Assets to the WFOE and/or its designated entity or individual at the request of the WFOE. The WFOE and/or its designated entity or individual shall pay the Transfer Price to the Company for transfer of the Transfer Assets in each Exercise.

3.6.Upon each Exercise, the WFOE may request transfer of all or any part of the

Transfer Equity Interests or the Transfer Assets to itself or any third party designated by it.

3.7. Upon its decision of each Exercise, the WFOE shall issue a notice to the Existing Shareholders or the Company, as case may be, on the exercise of the Equity Call Option or the Assets Call Option (the "Exercise Notice", the form of which is attached in Schedule B and Schedule C hereto). The Existing Shareholders or the Company shall, upon receipt of the Exercise Notice, promptly transfer all the Transfer Equity Interests or the Transfer Assets to the WFOE and/or its designated entity or individual according to the Exercise Notice and in such manner as provided under Section 3.4 or Section 3.5 of this Agreement.

#### **Article 4 Transfer Price**

4.1. In respect of the Equity Call Option, in each Exercise, the Transfer Price that WFOE or its designated entity or individual shall pay to the respective Existing Shareholders shall be the amount in proportion to their respective contributions to the Registered Capital of the Company. For the avoidance of doubt, WFOE may, in accordance with Article 4.3 of the Loan Agreement, pay to the Borrower relevant Transfer Price payable to such shareholder. Under this circumstance, without prejudice to the applicable law, WFOE shall purchase or designate a third party to purchase the equity held by the respective Existing Shareholders at the Transfer Price equal to the required repayment amount. The proportion of the equity purchased by WFOE accounting for the equity then held by the respective Existing Shareholders shall be the same as the proportion of the required repayment amount accounting for the total outstanding amount of the respective Existing Shareholders under the Loan Agreement.

4.2. In respect of the Assets Call Option, in each Exercise, WFOE or its designated entity or individual shall pay the Company the net book value of the relevant assets. Under this circumstance, without prejudice to the applicable law, all the purchase price obtained by the Company shall be used as the directional dividends paid to the Borrower. Then the Borrower shall use all these dividends to repay the loan under the Loan Agreement. The proportion of the purchased assets accounting for the total assets of the Company shall be the same as the proportion of the required repayment amount accounting for the total outstanding amount of the respective Existing Shareholders under the Loan Agreement.

4.3. If relevant PRC Law then applicable to the WFOE's Exercise of Equity Call Option or Assets Call Option requires to make assess evaluation of the equity or assets to be transferred or makes restrictions on the transfer price of the equity or assets to be transferred, WFOE, the Existing Shareholders and the Company agree that the Transfer Price shall be the lowest price permitted by the PRC Law. If the lowest price permitted by the PRC Law is higher than the corresponding capital contribution of the transfer equity and/or the net book value of the purchased assets, the Existing Shareholders and/or the Company shall pay all the remaining of the excess amount to WFOE after deducting all the taxes and fees required by the applicable PRC Law.

#### **Article 5 Representations and Warranties**

5.1. The Existing Shareholders hereby severally and not jointly represent and warrant as follows, except for the disclosure of Schedule A:

5.1.1 If the Existing Shareholder is a natural person, he/she is a PRC citizen with full capacity, having full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act as an independent legal subject of litigation. If the Existing Shareholder is not a natural person, it is a legal entity validly established and lawfully existing under the laws of the PRC, having full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act as an independent legal subject of litigation.

5.1.2 Each of the Existing Shareholders has full power and authority to execute, deliver and perform this Agreement and all the other documents to be entered into by them which are related to the transaction contemplated hereunder, as well as to consummate the transaction hereunder.

5.1.3 This Agreement is duly and lawfully executed and delivered by the Existing Shareholders and shall constitute legal, valid and binding obligations to them, which shall be enforceable against them in accordance with the terms herein.

5.1.4 The Existing Shareholders are the registered legal owners of the Option Equity Interest as of the date hereof, and the Option Equity Interest is free and clear of any liens, pledges, claims, other encumbrances or third party interests, except for the pledge rights created by the Equity Interest Pledge Agreements dated January 16, 2023, and the proxy rights created by the Voting Trust Agreement dated January 16, 2023, among the Company, the WFOE and the respective Existing Shareholders. Pursuant to this Agreement, the WFOE and/or its designated entity or individual can, upon the Exercise, obtain ownership of the Transfer Equity Interests free and clear of any liens, pledges, claims, other encumbrances or third party right.

5.2. The Company hereby represents and warrants as follows:

5.2.1 The Company is a limited liability company duly registered and validly existing under PRC Law with an independent corporate legal person status. The Company has full and independent legal status and legal capacity to execute, deliver and perform this Agreement and can act as an independent party in any lawsuits.

5.2.2 The Company has full power and authority to execute, deliver and perform this Agreement and all other documents relating to the transaction contemplated herein which are to be executed by it, and it has full power and authority to consummate the transaction contemplated herein.

5.2.3 This Agreement is duly and lawfully executed and delivered by the Company and shall constitute legal, valid and binding obligations to it.



5.2.4 The Company Assets are free and clear of any liens, mortgages, claims, other encumbrances or third party rights. Pursuant to this Agreement, upon the Exercise, the WFOE and/or any of its designated entity or individual is/are entitled to the good ownership of the Company Assets free from any liens, mortgages, claims, any other security interests and third party rights.

5.2.5 The Existing Shareholders are the registered legal owners of the Option Equity Interest as of the date hereof, aggregately holding 100% equity of the Company. The Option Equity Interest is free and clear of any liens, pledges, claims, other encumbrances or third party interests, except for the pledge rights created by the Equity Interest Pledge Agreements dated January 16, 2023, and the proxy rights created by the Voting Trust Agreement dated January 16, 2023, among the Company, the WFOE and the respective Existing Shareholders. Pursuant to this Agreement, the WFOE and/or its designated entity or individual can, upon the Exercise, obtain ownership of the Transfer Equity Interests free and clear of any liens, pledges, claims, other encumbrances or third party right.

5.3. The WFOE hereby represents and warrants as follows:

5.3.1 It is a wholly foreign-owned enterprise duly incorporated and validly existing under PRC Law with an independent legal person status, and has full and independent legal status and legal capacity to execute, deliver and perform this Agreement and can act as an independent party in any lawsuits.

5.3.2 It has full power and authority to execute, deliver and perform this Agreement and all other documents relating to the transaction contemplated herein which are to be executed to it, and it has full power and authority to consummate the transaction contemplated herein.

5.3.3 This Agreement is duly and lawfully executed and delivered by WFOE and shall constitute legal, valid and binding obligations to it.

#### **Article 6 Undertakings by the Existing Shareholders**

Each of Existing Shareholders hereby severally and not jointly undertakes as follows:

6.1 During the term of this Agreement, without prior written consent of the WFOE, each of Existing Shareholders:

6.1.1 Shall not transfer or otherwise dispose of any Option Equity Interest or create any encumbrances or third party interests upon any Option Equity Interest;

6.1.2 Shall not increase or reduce the Registered Capital of the Company, or cause or agree to the merger of the Company with any other entities;

6.1.3 Shall not dispose of, or procure the management of the Company to

dispose of, any material Company Assets or create any encumbrances or third party interests upon any Company Assets;

6.1.4 Shall not, and shall procure the management of the Company not to, terminate any Material Agreement to which the Company is a party, or enter into any other agreements which are in conflict with the existing Material Agreements;

6.1.5 Shall not appoint or dismiss any director, supervisor or any other management of the Company whom shall be appointed or dismissed by the Existing Shareholders;

6.1.6 Shall not procure the Company to declare or distribute any distributable profits, dividends or other distributions;

6.1.7 Shall not vote in favor of the Company's termination, liquidation or dissolution;

6.1.8 Shall not vote in favor of amending the association of the Company;

6.1.9 Shall not vote in favor of the Company to lend or borrow any loan, or provide guarantee or other forms of security arrangements, or assume any material obligations except for those occur during the ordinary course of business.

6.2 During the term of this Agreement, each of the Existing Shareholders shall not engage in any actions or omissions which may affect the validity of the Operating Licenses.

6.3 Upon issuance of the Exercise Notice by the WFOE, each of Existing Shareholders:

6.3.1 Shall immediately convene shareholders' meeting to adopt a resolution and take any other necessary actions, to approve the transfer of all of the Transfer Equity Interests or Transfer Assets at the Transfer Price by the Existing Shareholders or the Company to the WFOE and/or its designated entity or individual, as well as waive its right of first refusal, if any;

6.3.2 Shall transfer all of the Transfer Equity Interests at the Transfer Price under the Article 4 to the WFOE and/or its designated entity or individual by entering into an equity transfer agreement with the WFOE and/or its designated entity or individual immediately, and at the request of the WFOE and subject to relevant laws and regulations, provide necessary support to the WFOE (including provide and execute all relevant legal documents, process all procedure for governmental approvals and registrations and assume all relevant obligations) for acquisition of all the Transfer Equity Interests by the WFOE and/or its designated entity or individual, free and clear of any legal defects, any encumbrances, third party interests, or any other restrictions on the Transfer Equity Interests.

6.4 If the aggregated Transfer Price received by any of the Existing Shareholders from

transfer of its Transfer Equity Interests exceeds its contribution to the Registered Capital of the Company, or such Existing Shareholder receives any profits, dividends or other distributions distributed by the Company, such Existing Shareholder agrees to waive the excessive portion of the Transfer Price and any such profits, dividends or distributions (with tax and fees being deducted) to the extent permitted by PRC Law, and the WFOE is entitled to such excessive portion of the Transfer Price and such profits, dividends or distributions. The Existing Shareholders shall instruct relevant transferee or the Company to wire the above gains to a bank account designated by the WFOE.

#### **Article 7 Undertakings by the Company**

7.1 The Company undertakes as follows:

7.1.1 In the event the execution and performance of this Agreement and the grant of the Equity Call Option or the Assets Call Option hereunder is subject to any third party's consents, approvals, waivers, licenses, or any approvals, permits, waivers, registrations or filings from or with governmental authorities (as required by the laws), the Company shall make best efforts to assist in the above procedure.

7.1.2 Without prior written consent of the WFOE, the Company shall not assist or permit the Existing Shareholders to transfer or dispose of any Option Equity Interest or create any encumbrances or other third party interest upon the Option Equity Interest.

7.1.3 Without prior written consent of the WFOE, the Company shall not transfer or otherwise dispose of any material Company Assets or create any encumbrances or other third party interest upon any Company Assets.

7.1.4 It shall not take or allow any acts or actions which could have adverse effect upon the interests of the WFOE under this Agreement, including but not limited to any acts or actions as restricted under Section 6.1 hereof.

7.2 The Company undertakes that upon issuance of the Exercise Notice by the WFOE:

7.2.1 It shall immediately procure the Existing Shareholders to convene shareholders' meeting to adopt a resolution and take any other necessary actions, to approve the transfer of all of the Transfer Assets at the Transfer Price by the Company to the WFOE and/or its designated entity or individual;

7.2.2 It shall transfer all of the Transfer Assets at the Transfer Price to the WFOE and/or its designated entity or individual by entering into an assets transfer agreement with the WFOE and/or its designated entity or individual immediately, and at the request of the WFOE and subject to relevant laws and regulations, procure the Existing Shareholders to provide necessary support to the WFOE (including provide and execute all relevant legal documents, process all procedure for governmental approvals and registrations and assume all relevant obligations) for acquisition of all the

Transfer Assets by the WFOE and/or its designated entity or individual, free and clear of any legal defects, any encumbrances, third party interests, or any other restrictions on the Company Assets.

#### **Article 8 Confidentiality**

8.1 Notwithstanding the termination of this Agreement, each Party shall keep confidential all of the business secrets, proprietary information, customer information as well as any other information of confidential nature it receives from the other Parties in connection with the execution and performance of this Agreement (collectively referred to as the “**Confidential Information**”). Without prior written consent of the disclosing party of the Confidential Information or unless required by relevant laws and regulations or requirements of the stock exchange on which a Party’s affiliate is listed, any Party receiving the Confidential Information shall not disclose any such Confidential Information to any other third party, or use any such Confidential Information directly or indirectly for any purpose other than for the performance of this Agreement.

8.2 The following information shall not constitute the Confidential Information:

- (a) Any information which, as shown by written evidence, has previously been known to the receiving Party by way of legal means;
- (b) Any information which enters the public domain other than as a result of a fault of the receiving Party; or
- (c) Any information lawfully acquired by the receiving Party from another source subsequent to the receipt of relevant information.

8.3 The receiving party may disclose Confidential Information to its relevant employees, agents or professionals engaged by it, provided that such receiving party shall ensure that the aforesaid persons are subject to the terms and conditions of this Agreement and the receiving party shall be liable for any liabilities arising from breach of the terms and conditions hereof by the aforesaid persons.

8.4 Notwithstanding any other provisions herein, the validity of this Section 8 shall survive the termination of this Agreement.

#### **Article 9 Term of This Agreement**

This Agreement shall become effective as of the date of the execution by the Parties. This Agreement is the final agreement reached between the Parties on the exclusive option and relevant issues which shall supersede any and all prior consultations, negotiations or discussions, representations, memorandum, agreements or other documents (including but not limited to the Exclusive Option Agreement entered into by and among the Company, the WFOE and the Existing Shareholders (excluding the Borrower) on August 24, 2022). In case of any conflict, contradiction or inconsistency, this Agreement shall prevail. This Agreement shall remain valid until all of the Option Equity Interest and the Company Assets have been lawfully transferred to the WFOE and/or its designated entity or individual in accordance with the provisions hereof.

#### Article 10 Notice

10.1 Any notice, request, demand and other correspondences as required by or made in accordance with this Agreement shall be delivered to the relevant Party in writing.

10.2 The above notice or other correspondences shall be deemed to have been delivered upon delivery when it is transmitted by facsimile or telex, or upon handed over to the receiver when it is delivered in person, or on the fifth (5) day after posting when it is delivered by mail, or on the date of receipt by the recipient if by express delivery. However, if the notice is returned due to the recipient's fault or the recipient's refusal to sign, the notice is deemed delivered on the date when the notice is returned. In case of simultaneous delivery in any of the above forms, the earliest deemed time of delivery shall prevail.

#### Article 11 Default Liabilities

11.1 The Parties agree and acknowledge that if any Party (the "**Defaulting Party**") breaches any provision hereunder, or fails to perform or delays in performing any obligations hereunder, such breach, failure or delay shall constitute a default hereunder (the "**Default**") and that in such event, the non-defaulting Party/Parties shall have the right to demand the Defaulting Party to cure such Default or take remedial measures within a reasonable time. If the Defaulting Party fails to cure such Default or take remedial measures with such reasonable time or within ten (10) days of the non-defaulting Party notifying the Defaulting Party in writing and requesting it to cure such Default, the non-defaulting Party may elect, in its (their) discretion, to do the following:

11.1.1 If the Defaulting Party is any of the Existing Shareholders or the Company, the WFOE shall have the right to terminate this Agreement and claim the Defaulting Party to indemnify the damages. For the avoidance of doubt, the responsibility of the Existing shareholders or the responsibility between the Existing shareholders and the Company is independent, and the any Existing shareholders do not bear any joint liability for any obligation or responsibility of the other Existing shareholders or Company;

11.1.2 If the Defaulting Party is the WFOE, the non-defaulting Party has right to claim the Defaulting Party to indemnify the damages, provided that in no event shall the non-defaulting Party have the right to terminate or rescind this Agreement, except that the contrary is provided by the law.

11.2 Notwithstanding any other provisions herein, the effectiveness of this Article shall survive the termination of this Agreement.

#### Article 12 Miscellaneous Provisions

12.1 This Agreement is made in Chinese in five (5) originals with each Party hereof retaining one (1) copy.

12.2 The execution, effectiveness, performance, amendment, interpretation and termination of this Agreement shall be governed by PRC laws.

#### 12.3 Dispute Resolutions

(a) Any dispute arising out of or in relation to this Agreement, the Parties shall first resolve the dispute through friendly negotiation. The requesting party shall notify the other party of the dispute and explain the nature of the dispute by overloading the date notice. If the Parties fail to reach an agreement regarding such a dispute within thirty (30) days of its occurrence, any Party is entitled to submit such dispute to the China International Economic and Trade Arbitration Commission (the "CIETAC") for arbitration in Beijing in accordance with the then effective arbitration rules thereof and the arbitration award shall be final and binding.

(b) The arbitration tribunal shall consist of three (3) arbitrators, of whom the two parties have the right to appoint one (1) each. The third arbitrator (3rd) should be appointed jointly by the two sides. If the party shall not be able to reach an agreement on the joint designation of the third arbitrator, he/she should be appointed by the director of the Arbitration Committee. The third arbitrator shall be the chief arbitrator of the arbitration tribunal.

(c) In making an arbitration award, the arbitrator shall take into account the intention of the Parties which may be determined in accordance with this Agreement.

(d) The arbitration award made according to the Article 12.3 in writing should be final and binding. The parties shall do their utmost to ensure that any such arbitration award is duly executed and to provide any necessary assistance thereto.

(e) The aforesaid provisions of the Article 12.3 shall not prevent the party concerned from applying for any pre suit protection or prohibition remedy available for any reason, including but not limited to the enforcement of subsequent enforcement of the arbitration tribunal.

12.4 Any rights, powers and remedies entitled to any Party by any provision herein shall not preclude any other rights, powers and remedies entitled to such Party in accordance with laws and other provisions under this Agreement, and a Party's exercise of any of its rights, powers and remedies shall not preclude its exercise of other rights, powers and remedies.

12.5 No failure or delay by a Party to exercise any of its rights, powers and remedies hereunder or in accordance with laws (the "Rights") shall be construed as a waiver of such Rights, and the waiver of any single or partial exercise of the Rights shall not preclude its exercise of such Rights in any other way or its

exercise of other Rights.

12.6 The headings of the sections herein are for reference only, and in no circumstances shall such headings be used in or affect the interpretation of the provisions hereof.

12.7 Each provision contained herein shall be severable and independent from other provisions. If at any time one or several provisions herein shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions herein shall not be affected thereby.

12.8 This Agreement, upon its execution, supersedes any other legal documents executed by the Parties with respect to the same subject hereof. Any amendments or supplements to this Agreement shall be in writing and shall become effective upon duly execution by the Parties hereto.

12.9 No Party shall assign any of its rights and/or obligations hereunder to any third parties without prior written consent from other Parties.

12.10 This Agreement shall be binding on the legal transferees or successors of the Parties.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Qianhai Daizheng Music Culture Co., Ltd.** (Company Chop)

*Signed: /s/ Seal of Qianhai Daizheng Music Culture Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Guangzhou Kugou Computer Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Guangzhou Kugou Computer Technology Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Tencent Music (Beijing) Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Tencent Music (Beijing) Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Linzi Lichuang Information Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Linzi Lichuang Information Technology Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Shenzhen Litong Industry Investment Fund Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Shenzhen Litong Industry Investment Fund Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Schedule A****Basic information of the Company**

Company Name: Guangzhou Kugou Computer Technology Co., Ltd.  
Registered Address: 1-17, No. 315 Huangpu Avenue Middle, Tianhe District, Guangzhou.  
Registered Capital: RMB 5,818,000,892 Yuan  
Legal Representative: Wang Hua  
Shareholding Structure:

#	Shareholder's Name	Identification No./ Registration No.	Registered Capital (RMB/Yuan)	Shareholding Percentage
1	Shenzhen Litong Industry Investment Fund Co., Ltd.	91440300075839388T	4,603,261	0.0791%
2	Linzhi Lichuang Information Technology Co., Ltd.	91540400MA6T10ME4F	5,787,312,489	99.4724%
3	Qianhai Daizheng Music Culture Co., Ltd.	91440300MA5GDLLP7X	26,085,142	0.4485%
<b>Total</b>		/	<b>5,818,000,892</b>	<b>100.00%</b>

*Schedule A to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Schedule B**

**Form of the Exercise Notice**

To: [name of the Existing Shareholders]

In view of the Exclusive Option Agreement dated as of [ ], 20\_\_ (the "**Option Agreement**") entered into by and among the undersigned, the Company and [name of the Existing Shareholders], pursuant to which you shall, upon request by us and to the extent permitted by the PRC laws and regulations, transfer the equity shares of the Company held by you to us or any third party designated by us.

Therefore, we hereby issue this notice to you as follows:

We hereby request the exercise of the Equity Call Option under the Option Agreement and that the [%] equity interests of the Company held by you (the "**Proposed Transferred Assets**") be transferred to us/ [name of designated entity/individual]. You are required to promptly transfer all the Proposed Transferred Equity to us/ [name of the designated entity/individual] upon receipt of this notice in accordance with the terms of the Option Agreement.

Yours faithfully,

Tencent Music (Beijing) Co., Ltd.  
(Company Chop)

Authorized Representative:  
Date:

*Schedule B to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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Schedule C

Form of the Exercise Notice

To: Guangzhou Kugou Computer Technology Co., Ltd. (the "Company")

In view of the Exclusive Option Agreement dated as of [ ], 20\_\_ (the "Option Agreement") entered into by and among the undersigned, the Company and all the shareholders of the Company at that time, pursuant to which the Company shall, upon request by us and to the extent permitted by the PRC laws and regulations, transfer the assets of the Company to us or any third party designated by us.

Therefore, we hereby issue this notice to the Company as follows:

We hereby request the exercise of the Assets Call Option under the Option Agreement and that the assets of the Company as listed in the schedule attached hereto (the "Proposed Transferred Assets") be transferred to us/ [name of the designated entity/individual]. You are required to promptly transfer all the Proposed Transferred Assets to us/ [name of the designated entity/individual] upon receipt of this notice in accordance with the terms of the Option Agreement.

Yours faithfully,

Tencent Music (Beijing) Co., Ltd.  
(Company seal)

Authorized Representative:  
Date:

*Schedule C to Exclusive Option Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Voting Trust Agreement**

**Of**

**Guangzhou Kugou Computer Technology Co., Ltd.**

**By and Among**

**All the shareholders listed in Schedule A**

**and**

**Tencent Music (Beijing) Co., Ltd.**

**and**

**Guangzhou Kugou Computer Technology Co., Ltd.**

**January 16, 2023**

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## Voting Trust Agreement

This Voting Trust Agreement (the “**Agreement**”) is entered into on January 16, 2023 by and among the following Parties:

1. **All the Shareholders Listed in Schedule A**, of which the information please see Schedule A.  
(All the shareholders listed in Schedule A separately and collectively referred to as the “**Each of Shareholders**”);
2. **Tencent Music (Beijing) Co., Ltd.** (the “**WFOE**”)  
Registered address: Room 303, 3rd Floor of 101, -2nd to 8th Floor, No.7 Building, East Tianchen Road, Chaoyang District, Beijing.  
Legal Representative: Yang Qihu
3. **Guangzhou Kugou Computer Technology Co., Ltd.** (the “**Company**”)  
Registered address: 1-17, No. 315 Huangpu Avenue Middle, Tianhe District, Guangzhou.  
Legal Representative: Wang Hua

(In this Agreement, each Party shall be referred to as a “**Party**” respectively or as the “**Parties**” collectively.)

Whereas:

1. Each of Shareholders is the shareholder of the Company and hold 100% equity interests of the Company.
2. Each of Shareholders intend to respectively entrust the persons designated by the WFOE to exercise the voting rights they hold in the Company and the WFOE wishes to accept such entrustment through its designated persons.

The Parties agree as follows through friendly negotiation:

### Article 1 Voting Rights Entrustment

1.1 Each of Shareholders hereby irrevocably undertake to, after execution of this Agreement, respectively sign the power of attorney to the substance and form set forth in Schedule B hereof, under which the person (the “**Trustee**”) then designated by the WFOE shall have the power and authority to exercise the following rights respectively granted to Each of Shareholders as the shareholders of the Company according to the Article of Association of the Company (the “**Entrusted Rights**”):

- (1) proposing to convene or attending shareholder meetings of the Company as the proxy of the Each of Shareholders, according to the Article of Association of the Company;
- (2) exercising the voting rights on behalf of the Each of Shareholder in respect of all matters subject to discussion and resolution at the shareholder meetings, including but not limited to the appointment and election of directors and other senior management members who should be appointed by the shareholders;

(3) other voting rights (including any other voting rights of shareholders conferred after the amendment of the Article of Association of the Company) vested in shareholders under the Articles of Association of the Company.

The precondition of the above authorization and entrustment is that the Trustee is a PRC citizen and the WFOE consents to such authorization and entrustment. When and only when a written notice is issued by the WFOE to Each of Shareholders with respect to the removal of the Trustee, Each of Shareholders shall immediately revoke the entrustment to the existing Trustee hereunder, and entrust any other PRC citizen then designated by the WFOE to exercise the Entrusted Rights in accordance with this Agreement, and the new power of attorney shall supersede the previous one once it is executed. Except for the above circumstances, Each of Shareholders shall not revoke the authorization and entrustment to the Trustee.

1.2 The Trustee shall perform the entrusted obligation lawfully with diligence and duty of care within the authorization scope provided in this Agreement. Each of Shareholders shall accept and assume relevant liabilities for any legal consequences arising out of the exercise of the aforementioned Entrusted Rights.

1.3 Each of Shareholders hereby acknowledge that the Trustee is not required to solicit the opinions of Each of Shareholders before exercising the Entrusted Rights. Nevertheless, the Trustee shall immediately notify Each of Shareholders after any resolution or proposal for convening an interim shareholder meeting is made.

#### **Article 2 Right of Information**

2.1 For the purpose of exercising the Entrusted Rights under this Agreement, the Trustee shall have the right to be aware of the information regarding the operation, businesses, clients, financial affairs, employees of the Company and have access to relevant materials, while Each of Shareholders and the Company shall provide sufficient cooperation in this regard.

#### **Article 3 Exercise of Entrusted Rights**

3.1 Each of Shareholders shall provide sufficient assistance to the Trustee for its exercise of the Entrusted Rights, including prompt execution of the resolutions of the shareholders' meeting made by the Trustee or other relevant legal documents when necessary (e.g., to satisfy the document submission requirements for the approval of, registration or filing with governmental authorities).

3.2 If at any time within the term of this Agreement, the entrustment or exercise of the Entrusted Rights hereunder is unenforceable for any reason (except for the default by Each of Shareholders or the Company), the Parties shall immediately seek the alternative plan which is most similar to the unenforceable provision and, if necessary, enter into supplementary agreement to amend or adjust the provisions herein, so as to ensure the fulfillment of the purposes hereof.

#### **Article 4 Exemption and Indemnification**

4.1 The Parties acknowledge that in no event shall the WFOE be liable to or be required to compensate financially or in any other aspect, any other party or any third party for any exercise of the Entrusted Rights by the person designated by the WFOE.

4.2 Each of Shareholders and the Company agree to hold the WFOE harmless and compensate the WFOE for all losses suffered or likely to be suffered in connection with designating the Trustee to exercise the Entrusted Rights, including but not limited to, any loss resulting from any litigation, demand, arbitration or claim initiated by any third party, and any loss resulting from administrative investigation or penalty by governmental authorities. Nevertheless, losses suffered as a result of the intentional misconduct or gross negligence of the Trustee shall not be indemnified.

#### **Article 5 Representations and Warranties**

5.1 Each of Shareholders severally and not jointly represents and warrants as follows, except for the disclosure of Schedule A:

5.1.1 If the shareholder is a natural person, he/she is a PRC citizen with full capacity, has full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act as an independent party in any lawsuit. If the shareholder is not a natural person, the shareholder shall promise and undertake that it is a limited liability company legally established and validly existing under the laws of the PRC and has an independent legal personality; each of them has complete and independent legal status and legal capacity to execute, deliver and perform this Agreement, and is independently a legal subject of litigation.

5.1.2 Each of them has full power and authority to execute and deliver this Agreement and all the other documents to be entered into by them which are related to the transaction contemplated hereunder, as well as to consummate the transaction hereunder. This Agreement shall be duly and lawfully executed and delivered by Each of Shareholders and shall constitute their legal, valid and obligations, enforceable against them in accordance with the provisions hereof.

5.1.3 Each of them is a legitimate shareholder of the Company recorded in the register of members at the time when this Agreement came into effect and the Entrusted Rights are not subject to any third party encumbrance, other than the encumbrance created under this Agreement as well as the Equity Interest Pledge Agreement and the Exclusive Option Agreement concluded by and among Each of Shareholders, the Company and the WFOE. In accordance with this Agreement, the Trustee may completely and fully exercise the Entrusted Rights according to the Articles of Association of the Company then in effect.

5.2 The WFOE and the Company severally represents and warrants as follows:

5.2.1 Each of them is a limited liability company duly registered and legally existing under the laws of PRC where it is registered and has independent

legal personality; each of them has complete and independent legal status and legal capacity to execute, deliver and perform this Agreement, and is independently a legal subject of litigation.

5.2.2 Each of them has complete power and authorization to execute and deliver this Agreement and all other documents that it will execute in relation to the transaction contemplated hereunder, and each of them has full power and authorization to complete the transaction contemplated hereunder.

5.3 The Company further represents and warrants as follows:

5.3.1 Each of Shareholders is legitimate shareholders of the Company recorded in the register of members at the time when this Agreement came into effect and collectively hold 100% equity interests of the Company. The Entrusted Rights are not subject to any third party encumbrance, other than the encumbrance created under this Agreement as well as the Equity Interest Pledge Agreement and the Exclusive Option Agreement concluded by and among each of Shareholders, the Company and the WFOE. In accordance with this Agreement, the Trustee may completely and fully exercise the Entrusted Rights according to the Articles of Association of the Company then in effect.

#### **Article 6 Term of Agreement**

6.1 Subject to Articles 6.3 and 6.4 of this Agreement, this Agreement shall take effect as of the date upon execution. The term of this Agreement is twenty (20) years after becoming effective, unless all the Parties agree in writing to early termination or this Agreement is terminated pursuant to Article 9.1 hereunder. This Agreement shall be automatically renewed for one (1) year after the expiration of the term of this Agreement unless the WFOE informs all the other Parties not to renew thirty (30) days in advance of the expiration of this Agreement, and so forth.

6.2 This Agreement is the final agreement reached between the Parties on the entrustment of voting rights and relevant issues which shall supersede any and all prior consultations, negotiations or discussions, representations, memorandum, agreements or other documents, including but not limited to the Voting Trust Agreement entered into by and among the Company, the WFOE and part of existing shareholders on August 24, 2022. In case of any conflict, contradiction or inconsistency, this Agreement shall prevail.

6.3 The Company or the WFOE shall, if necessary, within three (3) months prior to the expiration of their respective business licenses, complete the approval and registration procedures for extending the business licenses to ensure the effectiveness of this Agreement.

6.4 If any of Each of Shareholders transfers all equity interests it holds in the Company upon prior consent of the WFOE, such Party shall cease to act as a party of this Agreement, but the rights and undertakings of the other Parties shall not be adversely affected hereby.

6.5 If any of Each of Shareholders transfers all or part of the equity of the equity interests it holds in the Company upon prior consent of the WFOE, unless otherwise informed by the WFOE in a written notice, the transferee or transferees agree to inherit and fulfill such current shareholder or shareholders' full responsibility, obligation and commitment under this Agreement. The other shareholders shall ensure the transferred equity interests to satisfy the above conditions and refuse to take any actions (including but not limit to pass relevant company resolutions, update the register of members and manage the governmental approval and registration changing procedures) to facilitate or corporate the equity transfer otherwise.

#### Article 7 Notices

7.1 Any notice, request, demand and other correspondences required by or made in accordance with this Agreement shall be in writing and delivered to the relevant Party.

7.2 The above notice or other correspondences shall be deemed as delivered (i) when it is transmitted by facsimile or telex, or (ii) upon handed over to the receiver when it is delivered in person, or (iii) upon the fifth (5) day after posting when it is delivered by mail, or (iv) on the date of receipt by the recipient if by express delivery. However, if the notice is returned due to the recipient's fault or the recipient's refusal to sign it, the notice is deemed delivered on the date when the notice is returned. In case of simultaneous delivery in any of the above forms, the earliest deemed time of delivery shall prevail.

#### Article 8 Confidentiality

8.1 Regardless of whether this Agreement is terminated, each Party shall maintain strictly confidential all business secrets, proprietary information, client information and all the other information of confidential nature, in relation to other Parties and obtained during the formulation and performance of this Agreement (the "**Confidential Information**"). Each receiving Party shall not disclose to any third party any Confidential Information, except with prior written consent of the Party providing such information or in circumstances where such information must be disclosed to third parties according to relevant laws, regulations or listing requirements. Each receiving Party shall not use or indirectly use any Confidential Information except for the purpose of performing this Agreement.

8.2 Confidential Information does not include the following:

- (a) information that the receiving Party has previously known by lawful means, as supported by written evidence;
- (b) information that enters public domain without the receiving Party's fault; or
- (c) information received by other lawful means after the receiving Party receive Confidential Information.

8.3 The receiving Party may disclose Confidential Information to its relevant

employees, agents or professionals it employs, but the receiving Party shall ensure that all such persons comply with relevant terms and conditions of this Agreement and the receiving Party shall be responsible for any damages or consequences caused by the aforementioned persons in violation of the relevant terms and conditions of this Agreement.

8.4 Notwithstanding other provisions of this Agreement, the effectiveness of this Article shall survive the termination of this Agreement.

#### **Article 9 Default Liability**

9.1 The Parties agree and acknowledge that if any Party (the "**Defaulting Party**") breaches any provision hereunder, or fails to perform or delays in performing any obligations hereunder, such breach, failure or delay shall constitute a default hereunder (the "**Default**") and that in such event, the non-defaulting Party/Parties (the "**Non-Defaulting Party**") shall have the right to demand the Defaulting Party to cure such Default or take remedial measures within a reasonable time. If the Defaulting Party fails to cure such Default or take remedial measures with such reasonable time or within ten (10) days of the Non-Defaulting Party notifying the Defaulting Party in writing and requesting it to cure such Default, the Non-Defaulting Party may elect, in its (their) discretion, to do the following:

9.1.1 If the Defaulting Party is any of Each of Shareholders or the Company, the WFOE shall have the right to terminate this Agreement and claim the Defaulting Party to indemnify the damages. In order to avoid doubt, the responsibility of shareholders or the responsibility between the shareholders and the Company is independent, and the shareholders do not bear any joint liability for any obligation or responsibility of the other existing shareholders or the Company.

9.1.2 If the Defaulting Party is the WFOE, the Non-defaulting Party has right to claim the Defaulting Party to indemnify the damages, provided that in no event shall the Non-defaulting Party have the right to terminate or rescind this Agreement, except that the contrary is provided by the law.

9.2 Notwithstanding any other provisions herein, the effectiveness of this Article shall survive the suspension or termination of this Agreement.

#### **Article 10 Miscellaneous Provisions**

10.1 This Agreement is made in Chinese in five (5) originals with each Party hereof retaining one (1) copy. The Parties specifically agree that the Agreement restored in PDF format sent by emails from the Parties is regarded as original and can be used separately as evidence for the establishment and validation of this Agreement.

10.2 The execution, effectiveness, performance, amendment, interpretation and termination of this Agreement shall be governed by PRC laws.

10.3 Dispute Resolutions

(a) Any dispute arising out of or in relation to this Agreement, the Parties shall first resolve the dispute through friendly negotiation (the "**Dispute**"). The requesting party shall notify the other party of the Dispute and explain the nature of the Dispute by overloading the date notice. If the Parties fail to reach an agreement regarding such Dispute within thirty (30) days of its occurrence, any Party is entitled to submit such Dispute to the China International Economic and Trade Arbitration Commission (the "**CIETAC**") for arbitration in Beijing in accordance with the then effective arbitration rules thereof and the arbitration award shall be final and binding.

(b) The arbitration tribunal shall consist of three (3) arbitrators, of whom the two parties have the right to appoint one (1) each. The third arbitrator (3rd) should be appointed jointly by the two sides. If the party shall not be able to reach an agreement on the joint designation of the third arbitrator, he/she should be appointed by the director of the Arbitration Committee. The third arbitrator shall be the chief arbitrator of the arbitration tribunal.

(c) In making an arbitration award, the arbitrator shall take into account the intention of the Parties which may be determined in accordance with this Agreement.

(d) The arbitration award made according to the Article 10.3 in writing should be final and binding. The parties shall do their utmost to ensure that any such arbitration award is duly executed and to provide any necessary assistance thereto.

(e) The aforesaid provisions of the Article 10.3 shall not prevent the party concerned from applying for any pre suit protection or prohibition remedy available for any reason, including but not limited to the enforcement of subsequent enforcement of the arbitration tribunal.

10.4 Any rights, powers and remedies entitled to any Party by any provision herein shall not preclude any other rights, powers and remedies entitled to such Party in accordance with laws and other provisions under this Agreement, and a Party's exercise of any of its rights, powers and remedies shall not preclude its exercise of other rights, powers and remedies.

10.5 No failure or delay by a Party to exercise any of its rights, powers and remedies hereunder or in accordance with laws (the "**Rights**") shall be construed as a waiver of such Rights, and the waiver of any single or partial exercise of the Rights shall not preclude its exercise of such Rights in any other way or its exercise of other Rights.

10.6 The headings of the sections herein are for reference only, and in no circumstances shall such headings be used in or affect the interpretation of the provisions hereof.

10.7 Each provision contained herein shall be severable and independent from other provisions. If at any time one or several provisions herein shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions herein shall not be affected thereby.

10.8 Any amendments or supplements to this Agreement shall be in writing and shall become effective upon duly execution by the Parties hereto.

10.9 No Party shall assign any of its rights and/or obligations hereunder to any third parties without prior written consent from other Parties.

10.10 This Agreement shall be binding on the legal successors of the Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Tencent Music (Beijing) Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Tencent Music (Beijing) Co., Ltd.*

*Signature Page to Voting Trust Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Guangzhou Kugou Computer Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Guangzhou Kugou Computer Technology Co., Ltd.*

*Signature Page to Voting Trust Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Qianhai Daizheng Music Culture Co., Ltd.** (Company Chop)

*Signed: /s/ Seal of Qianhai Daizheng Music Culture Co., Ltd.*

*Signature Page to Voting Trust Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Linzi Lichuang Information Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Linzi Lichuang Information Technology Co., Ltd.*

*Signature Page to Voting Trust Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Guangzhou Kugou Computer Technology Co., Ltd., dated January 16, 2023 in five (5) counterparts.

**Shenzhen Litong Industry Investment Fund Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Shenzhen Litong Industry Investment Fund Co., Ltd.*

*Signature Page to Voting Trust Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Schedule A: List of Shareholders**

#	Shareholder's Name	Identification No./ Registration No.	Registered Capital (RMB/Yuan)	Shareholding Percentage
1	Shenzhen Litong Industry Investment Fund Co., Ltd.	91440300075839388T	4,603,261	0.0791%
2	Linzhi Lichuang Information Technology Co., Ltd.	91540400MA6T10ME4F	5,787,312,489	99.4724%
3	Qianhai Daizheng Music Culture Co., Ltd.	91440300MA5GDLLP7X	26,085,142	0.4485%
<b>Total</b>		/	<b>5,818,000,892</b>	<b>100.00%</b>

*Schedule A to Voting Trust Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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**Schedule B**

**Power of Attorney**

This Power of Attorney (the “**Power of Attorney**”) is signed by [ ] (PRC Identification No.: [ ]/Address: [ ]/Registration No.: [ ] on [ ], [ ], to authorize [ ] (PRC Identification No.: [ ]/Address: [ ]) (the “**Trustee**”).

The undersigned/ The company/ The partnership, [name], grants to the Trustee a general trust authorizing the Trustee to exercise, as my trustee and on my behalf, the following rights enjoyed by me in the capacity as a shareholder of Guangzhou Kugou Computer Technology Co., Ltd. (the “**Company**”):

- (1)proposing to convene or attending shareholder meetings of the Company pursuant to its article of association as my proxy;
- (2)exercising the voting rights on behalf of myself in respect of all matters subject to discussion and resolution at the shareholder meetings, including but not limited to the appointment and election of directors and other senior management members who should be appointed by the shareholders;
- (3)other voting rights, including any other voting rights of shareholders conferred under the articles of association of the Company after it has been amended.

I hereby irrevocably confirm that, unless Tencent Music (Beijing) Co., Ltd.(the “**WFOE**”) serves me a written notice to replace the Trustee, this Power of Attorney will be valid until the expiry or early termination of the Shareholders’ Voting Trust Agreement dated [ ], 20\_\_ by and among the WFOE, the Company and Each of Shareholders.

It is hereby authorized.

Name

By:

Date:

*Schedule B to Voting Trust Agreement  
of Guangzhou Kugou Computer Technology Co., Ltd. Controlling Agreements*

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THE SYMBOL “[ ]” DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL

#### Debt Assignment and Offset Agreement

This Debt Assignment and Offset Agreement (the “**Agreement**”) is entered into on January 16, 2023 by and among Wang Meiqi (PRC Identification number: [ ]), the “**Transferor**”), Shenzhen Qianhai Daizheng Music Culture Co., Ltd. (Unified Social Credit Code: 91440300MA5GDLLP7X, the “**Transferee**”), and Tencent Music (Beijing) Co., Ltd. (former name “Ocean Interaction (Beijing) Information Technology Co., Ltd.” before its name change on December 2, 2016, the “**WFOE**”).

**Whereas**, Wang Meiqi and the Transferee entered into a share transfer agreement on January 16, 2023, (the “**Share Transfer Agreement**”), pursuant to which the Transferor should transfer 0.1168% equity interest held by her of Guangzhou Kugou Computer Technology Co., Ltd. (the “**VIE Company**”) (the “**Target Equity**”, which equals to RMB 6,792,571 of the registered capital of the VIE Company) to the Transferee. According to the Share Transfer Agreement, the consideration of the Target Equity is RMB 64,400,000 (the “**Transfer Price**”).

**Whereas**, Xie Guomin, Chen Xiaotao and the WFOE entered into a Loan Agreement on April 21, 2014 (the “**Loan Agreement**”), pursuant to which the WFOE collectively lent RMB 64,400,000 (the “**Loan**”) to Xie Guomin. Chen Xiaotao, Qiu Zhongwei and the WFOE entered into a debt assignment and offset agreement on April 11, 2017, pursuant to which Qiu Zhongwei inherited all rights and obligations of Chen Xiaotao under the Loan Agreement. Wang Meiqi, Xie Guomin and the WFOE entered into a Debt Assignment and Offset Agreement on May 11, 2020, pursuant to which Wang Meiqi inherited all rights and obligations of Xie Guomin under the Loan Agreement.

**In view of above**, the parties agree as follows:

- 1.The Transferor agrees to transfer her obligation to pay the Loan (including relevant interests) to the Transferee and the Transferee agrees to inherit the obligation to pay the Loan (including relevant interests). As the consideration that the Transferee agrees to inherit the obligation to pay the Loan (including relevant interests), the portion of the Transfer Price equal to the Loan (including relevant interests) that the Transferee shall pay to the Transferor, shall be deemed paid. When this Agreement comes into effect, the Transferee shall replace the Transferor and become the borrower under the Loan Agreement and the Transferee shall pay the Loan (including relevant interests) pursuant to the Loan Agreement and fulfill other obligations thereunder.
- 2.The WFOE, as the creditor of the Loan, agrees the assignment of the debt under Article 1 hereof.
- 3.This agreement shall come into force automatically upon the effective date of the Share Transfer Agreement.

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The Signature Page of the Debt Assignment and Offset Agreement

I have executed the execution page of the Debt Assignment and Offset Agreement dated January 16, 2023 in three (3) counterparts.

**Transferor: Wang Meiqi**

*Signed: /s/ Wang Meiqi*

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The Signature Page of the Debt Assignment and Offset Agreement

We have executed the execution page of the Debt Assignment and Offset Agreement dated January 16, 2023 in three (3) counterparts.

**Transferee: Shenzhen Qianhai Daizheng Music Culture Co., Ltd. (Seal)**

*Signed: /s/ Seal of Shenzhen Qianhai Daizheng Music Culture Co., Ltd.*

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The Signature Page of the Debt Assignment and Offset Agreement

We have executed the execution page of the Debt Assignment and Offset Agreement dated January 16, 2023 in three (3) counterparts.

**Tencent Music (Beijing) Co., Ltd. (Seal)**

*Signed: /s/ Seal of Tencent Music (Beijing) Co., Ltd.*

---

THE SYMBOL “[ ]” DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL

#### Debt Assignment and Offset Agreement

This Debt Assignment and Offset Agreement (the “**Agreement**”) is entered into on January 16, 2023 by and among Qiu Zhongwei (PRC Identification number:[ ], the “**Transferor**”), Shenzhen Qianhai Daizheng Music Culture Co., Ltd. (Unified Social Credit Code: 91440300MA5GDLLP7X, the “**Transferee**”), and Tencent Music (Beijing) Co., Ltd. (former name “Ocean Interaction (Beijing) Information Technology Co., Ltd.” before its name change on December 2, 2016, the “**WFOE**”).

**Whereas**, Qiu Zhongwei and the Transferee entered into a share transfer agreement on January 16, 2023, (the “**Share Transfer Agreement**”), pursuant to which the Transferor should transfer 0.1168% equity interest held by him of Guangzhou Kugou Computer Technology Co., Ltd. (the “**VIE Company**”) (the “**Target Equity**”, which equals to RMB 6,792,571 of the registered capital of the VIE Company) to the Transferee. According to the Share Transfer Agreement, the consideration of the Target Equity is RMB 64,400,000 (the “**Transfer Price**”).

**Whereas**, Xie Guomin, Chen Xiaotao and the WFOE entered into a Loan Agreement on April 21, 2014 (the “**Loan Agreement**”), pursuant to which the WFOE collectively lent RMB 64,400,000 (the “**Loan**”) to Chen Xiaotao. Chen Xiaotao, Qiu Zhongwei and the WFOE entered into a Debt Assignment and Offset Agreement on April 11, 2017, pursuant to which Qiu Zhongwei inherited all rights and obligations of Chen Xiaotao under the Loan Agreement. Wang Meiqi, Xie Guomin and the WFOE entered into a Debt Assignment and Offset Agreement on May 11, 2020, pursuant to which Wang Meiqi inherited all rights and obligations of Xie Guomin under the Loan Agreement.

**In view of above**, the parties agree as follows:

- 1.The Transferor agrees to transfer his obligation to pay the Loan (including relevant interests) to the Transferee and the Transferee agrees to inherit the obligation to pay the Loan (including relevant interests). As the consideration that the Transferee agrees to inherit the obligation to pay the Loan (including relevant interests), the portion of the Transfer Price equal to the Loan (including relevant interests) that the Transferee shall pay to the Transferor, shall be deemed paid. When this Agreement comes into effect, the Transferee shall replace the Transferor and become the borrower under the Loan Agreement and the Transferee shall pay the Loan (including relevant interests) pursuant to the Loan Agreement and fulfill other obligations thereunder.
- 2.The WFOE, as the creditor of the Loan, agrees the assignment of the debt under Article 1 hereof.
- 3.This agreement shall come into force automatically upon the effective date of the Share Transfer Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The Signature Page of the Debt Assignment and Offset Agreement

I have executed the execution page of the Debt Assignment and Offset Agreement dated January 16, 2023 in three (3) counterparts.

**Transferor: Qiu Zhongwei**

*Signed: /s/ Qiu Zhongwei*

The Signature Page of the Debt Assignment and Offset Agreement

We have executed the execution page of the Debt Assignment and Offset Agreement dated January 16, 2023 in three (3) counterparts.

**Transferee: Shenzhen Qianhai Daizheng Music Culture Co., Ltd. (Seal)**

*Signed: /s/ Seal of Shenzhen Qianhai Daizheng Music Culture Co., Ltd.*

The Signature Page of the Debt Assignment and Offset Agreement

We have executed the execution page of the Debt Assignment and Offset Agreement dated January 16, 2023 in three (3) counterparts.

**Tencent Music (Beijing) Co., Ltd. (Seal)**

*Signed: /s/ Seal of Tencent Music (Beijing) Co., Ltd.*

**Equity Interest Pledge Agreement  
Of  
Beijing Kuwo Technology Co., Ltd.**

**By and among**

**Linzi Lichuang Information Technology Co., Ltd.**

**Yeelion Online Network Technology (Beijing) Co., Ltd.**

**And**

**Beijing Kuwo Technology Co., Ltd.**

**December 5, 2022**

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## EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered into on December 5, 2022 by and among:

1. Linzhi Lichuang Information Technology Co., Ltd. (hereinafter referred to as the “**Pledgor**”)  
Registered Address: Room 8102, Xingcheng Hotel, 58 Guangdong Road, Bayi Town, Bayi District, Linzhi City, Tibet Autonomous Region
2. Yeelon Online Network Technology (Beijing) Co., Ltd. (hereinafter referred to as the “**Pledgee**”)  
Registered Address: B-521-B062, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing
3. Beijing Kuwo Technology Co., Ltd. (hereinafter referred to as the “**Company**”)  
Registered Address: B-207-161, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing

(In this Agreement, each of the Pledgor, the Pledgee and the Company shall be referred to as a “**Party**” respectively, and as the “**Parties**” collectively.)

### WHEREAS:

- (1) The Pledgor is registered shareholder on record of the Company as of the execution date of this Agreement, legally holding 61.64% of the equity interests in the Company (corresponding to RMB 16,068,822 of the registered capital of the Company, hereinafter the “**Company Equities**”). Upon the execution date of this Agreement, the basic information of the Company is set out in Schedule A hereto.
- (2) The Parties herein and other relevant entities entered into an Exclusive Option Agreement on December 5, 2022 (hereinafter the “**Exclusive Option Agreement**”), pursuant to which the Pledgor shall, to the extent permitted by the PRC Laws, transfer all or partial Company Equities held by the Pledgor to the Pledgee and/or any other entity or individual designated by the Pledgee in accordance with the Pledgee’s request.
- (3) The Parties herein and other relevant entities entered into a Voting Trust Agreement on December 5, 2022 (hereinafter the “**Voting Trust Agreement**”), pursuant to which the Pledgor shall irrevocably entrust its full rights and authorities to the person designated by the Pledgee on the occasion to exercise all the shareholder voting power granted to the Pledgor in the Company.
- (4) The Company and the Pledgee entered into an Exclusive Technology Service Agreement on July 12, 2016 (hereinafter the “**Service Agreement**”), pursuant to which the Company exclusively engages the Pledgee to provide relevant technical services, and agrees to pay the corresponding service fees to the Pledgee for such technical services.

(5)As security for the performance of the Contractual Obligations (as defined hereunder) and for the full payment of the Secured Indebtedness (as defined hereunder), the Pledgor agrees to pledge all its equity interests held by it in the Company in favor of the Pledgee, and grant the Pledgee the most prioritized pledge right, with the Company's consent on such equity pledge arrangement.

**THEREFORE**, upon mutual discussion, the Parties agree as follows:

#### **1Definitions**

1.1 Unless otherwise defined by the context, the following terms shall have the following meanings in this Agreement:

<b>Contractual Obligations</b>	shall refer to (i) for the Pledgor, all the contractual obligations under the Exclusive Option Agreement, the Voting Trust Agreement and this Agreement; (ii) for the Company, all the contractual obligations under the Exclusive Option Agreement, Voting Trust Agreement, Service Agreement and this Agreement.
<b>Secured Indebtedness</b>	shall refer to the Company's obligation to pay the service fees under the Service Agreement and other obligations, and all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default (as defined hereunder) by the Pledgor and/or the Company. The amount of such loss shall be calculated in accordance with, without limitation, the reasonable business plan and profit forecast of the Pledgee, the service fees payable by the Company to the Pledgee under the Service Agreement, and all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or the Company's Contract Obligations.
<b>Transaction Agreements</b>	shall refer to the Exclusive Option Agreement, the Voting Trust Agreement and the Service Agreement.
<b>Event of Default</b>	shall refer to any breach to any Contractual Obligations under the Exclusive Option Agreement by the Pledgor, and the Company's breach to any Contractual Obligations under the Exclusive Option Agreement, the Voting Trust Agreement, the Service Agreement and/or this Agreement.
<b>Pledged Equity</b>	shall refer to all Company Equities legally held by the Pledgor upon the effective date of this Agreement, the increased capital contribution and dividend under Clauses 2.6 and 2.7 herein, and other equity interest in the Company held by the Pledgor by any other means.
<b>PRC Laws</b>	shall refer to the then effective laws, administrative regulations, administrative rules, local regulations, judicial interpretations and other binding regulatory documents of the People's Republic of China (for the purpose of this Agreement, excluding

1.2 In this Agreement, any reference to any PRC Laws shall be deemed to include (1) a reference to such PRC Laws as modified, amended, supplemented or reenacted, effective before or after the date of this Agreement; and (2) a reference to any other decision, circular or rule made pursuant to such PRC Laws or effective as a result of such PRC Laws.

1.3 Unless otherwise stated in the context of this Agreement, a reference to a provision, clause, section or paragraph shall refer to a corresponding provision, clause, section or paragraph of this Agreement.

## **2 Equity Pledge**

2.1 The Pledgor hereby agrees to pledge, in accordance with the terms of this Agreement, its lawfully owned and disposable equity interests in favor of the Pledgee as the security for the repayment of the Secured Indebtedness. The Company hereby agrees that Pledgor pledges the Pledged Equities in favor of the Pledgee in accordance with the terms of this Agreement.

2.2 The Pledgor undertakes to record the equity pledge arrangements ("**Equity Pledge**") in the register of shareholders on the effective date of this Agreement. The Pledgor further undertakes to make the best efforts and take all necessary actions to apply with the competent industrial and commercial authority for the registration of the Pledged Equity under this Agreement within ten (10) business days after the effective date of this Agreement. The Pledgor and the Pledgee shall, pursuant to PRC Laws and all requirements of relevant industrial and commercial authorities, submit all necessary documents and deal with all necessary procedures, ensuring that the pledge right can be registered as soon as possible after the application submission, and deliver the original copy of the registration certificate (including without limitation the pledge registration notification) to the Pledgee; the relevant fees shall be borne by the Company.

2.3 During the term of this Agreement, the Pledgee shall not be liable in whatsoever manner for any decrease in the value of the Pledged Equities and the Pledgor is not entitled to seek any form of recourse or make any request, unless such decrease is caused by the Pledgor's intentional misconduct or gross negligence having direct causation to the result.

2.4 Subject to Section 2.3 above, in the event of any possible material impairment of the Pledged Equities which may prejudice the rights and interests of the Pledgee, the Pledgee may at any time auction or sell the Pledged Equities on behalf of the Pledgor and may, as agreed with the Pledgor, apply the proceeds from such auction or sale towards accelerated repayment of the Secured Indebtedness, or deposit such proceeds with a notary public at the place where the Pledgee is located (any costs thereby incurred shall be entirely borne by the Pledgee).

2.5 Upon occurrence of any Event of Default, the Pledgee shall be entitled to dispose of the Pledged Equities in such manner as prescribed in Article 4 of this Agreement.

2.6 The Pledgor shall be entitled to subscribe for the increase registered capital of the Company with prior written consent of the Pledgee. The increased capital contribution by the Pledgors because of the Pledgor's subscription of the increased registered capital shall also be deemed as the Pledged Equities. The Pledgor undertakes to record the equity pledge for the increased amount of registered capital under this Clause 2.6 in the register of shareholders within ten (10) business days after the capital increase, to apply with the competent industrial and commercial authority for the registration, and to deliver the original copy of the registration certificate (including without limitation to the pledge registration notification) to the Pledgee; the relevant fees shall be borne by the Company.

2.7 During the term of pledge, the Pledgee is entitled to receive proceeds (including without limitation any dividend, profit and other income) generated by the Pledged Equities. The Pledgor shall not receive any dividend or bonus in respect of the Pledged Equities without prior consent of the Pledgee. The Pledgor's dividend or bonus obtained from the Pledged Equities shall be deposited in the bank account designated by the Pledgee, being administrated by the Pledgee, and shall be used for the repayment for the Secured Indebtedness.

2.8 Upon occurrence of any Event of Default, the Pledgee shall be entitled to dispose of any Pledgor's any pledged Equities in the manner as prescribed in this Agreement.

### **3 Release of Pledge**

3.1 After full and complete performance of all the Contractual Obligations and full repayment of all the Secured Indebtedness by the Pledgor and the Company, the Pledgee shall, at the request of the Pledgor, release the Equity Pledge under this Agreement and cooperate with the Pledgor to deregister the Equity Pledge recorded in the register of shareholders and to deregister the pledge with the competent industrial and commercial authority. Reasonable costs thereby incurred shall be borne by the Pledgee.

### **4 Disposal of Pledged Equities**

4.1 The Parties hereby agree that upon occurrence of any Event of Default, the Pledgee shall be entitled to exercise all rights and power to claim remedies available under the PRC Laws, the Transaction Agreements and this Agreement with written notice to the Pledgor, including without limitation the right to auction or sell the Pledged Equities and to be indemnified in priority with the proceeds thereof. The Pledgee shall not be held liable for any losses from its lawful and reasonable exercise of such rights and power.

4.2 The Pledgee shall be entitled to appoint in writing its legal advisor or any other agent to exercise any and all of its foregoing rights and power, to which the Pledgor shall not raise any objection and shall provide necessary assistance.

4.3 The Pledgee shall be entitled to deduct all reasonable costs actually incurred in connection with its exercise of any or all of its aforesaid rights and power from the proceeds obtained from such exercise of rights and power.

4.4 The proceeds obtained from the exercise by the Pledgee of its rights and power shall be applied in the following order of precedence:

- (i) payment of all costs arising out of the disposal of the Pledged Equities and the exercise by the Pledgee of its rights and power (including fees paid to its legal advisor and agent);
- (ii) payment of the taxes payable in connection with the disposal of the Pledged Equities; and
- (iii) repayment of the Secured Indebtedness to the Pledgee;

Any balance after the deduction of the aforesaid payments shall either be returned by the Pledgee to the Pledgor or any other person who is entitled to such balance under relevant laws and regulations, or be deposited with a notary public at the place where the Pledgee is located (any costs thereby incurred shall be entirely borne by the Pledgee).

4.5 The Pledgee shall have the option to exercise concurrently or successively any of the remedies available to it; the Pledgee shall not be required to exhaust all other remedies available to it prior to auction or sale of the Pledged Equities under this Agreement.

#### **5 Fees and Expenses**

5.1 All costs and expenses actually incurred in connection with the creation of the Equity Pledge under this Agreement, including without limitation the stamp duty, any other taxes and all legal fees, shall be borne by the Company.

#### **6 Continuity and No Waiver**

6.1 The Pledged Equities shall be continuous security and shall remain valid until full performance of the Contractual Obligations or full repayment of the Secured Indebtedness. No waiver or grace period granted by the Pledgee to the Pledgor in respect of any breach or any delay by the Pledgee in exercising any of its rights under the Transaction Agreements and this Agreement shall affect the rights available to the Pledgee under this Agreement, applicable PRC Laws and the Transaction Agreements to demand at any time thereafter strict performance by the Pledgor of the Transaction Agreements and this Agreement, or any of the rights available to the Pledgee arising from any subsequent breach by the Pledgor of the Transaction Agreements and/or this

Agreement.

**7 Representations and Warranties of the Pledgor**

Excluding the circumstances as disclosed in Schedule A, the Pledgor hereby represents and warrants to the Pledgee that:

7.1 The Pledgor is a legal entity duly incorporated under PRC Laws with legal rights and capacity to execute this Agreement and bears legal obligations under this Agreement.

7.2 As of the effective date of this Agreement, the Pledgor is the only lawful owner of the Pledged Equities free from any existing dispute in relation to the ownership thereof. Other than the security interests created on the Pledged Equities under this Agreement and the rights created under the Transaction Agreements, the Pledgor has the right to dispose of the Pledged Equities or any part thereof.

7.3 Other than the security interests created on the Pledged Equities under this Agreement and the rights created under the Transaction Agreements, the Pledged Equities are free from any other security interests or third party rights and interests and any other restriction.

7.4 The Pledged Equities can be lawfully pledged and transferred, and the Pledgor has full rights and power to pledge the Pledged Equities to the Pledgee in accordance with the terms of this Agreement.

7.5 This agreement, once duly executed by the Pledgor, constitutes legal, valid and binding obligations to the Pledgor.

7.6 As necessary to the execution and performance of this Agreement and the Equity Pledge under this Agreement, any consent, permission, waiver or authorization by any third party or any approval, license or exemption by any governmental body or registration or filing formalities (if required by law) with any governmental body have been obtained or handled and will remain in full force during the term of this Agreement.

7.7 The execution and performance of this Agreement by the Pledgor do not violate or conflict with any law applicable to the Pledgor in effect, any agreement to which the Pledgor is a party or by which its assets are bound, any court judgment, any arbitral award, or any decision of any administrative authority.

7.8 The pledge under this Agreement constitutes a first ranking security interest on the Pledged Equities held by the Pledgor.

7.9 All taxes and fees payable in connection with obtaining the Pledged Equities have been paid in full in accordance with the laws by the Pledgor.

7.10 There are no pending or, to the knowledge of the Pledgor, threatened suits, arbitrations, or other legal proceedings or claims before any court or arbitral tribunal, or administrative proceedings, or other legal proceedings or claims before any governmental body or administrative authority against the Pledged Equities, the Pledgor or its properties, 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.

7.11 The Pledgor hereby warrants to the Pledgee that the representations and warranties made above will remain true and correct and will be fully complied with under all circumstances until full performance of the Contractual Obligations or the full repayment of the Secured Indebtedness.

#### **8 Representations and Warranties of the Company**

The Company hereby represents and warrants to the Pledgee that:

8.1 The Company is a limited liability company duly registered and lawfully existing under PRC Laws with independent legal personality, and has full and independent legal status and capacity to execute and deliver this Agreement and may sue or be sued as an independent party.

8.2 All reports, documents and information provided by it to the Pledgee prior to or upon the effectiveness of this Agreement with respect to matters pertaining to the Pledged Equity or required by this Agreement are true and correct in all material respects as of the effectiveness of this Agreement.

8.3 All reports, documents and information provided by it to the Pledgee after the effectiveness of this Agreement with respect to matters pertaining to the Pledged Equity or required by this Agreement are true and valid in all material respects as of the effectiveness of this Agreement.

8.4 This Agreement, once properly signed by the Company, constitutes legal, valid and binding obligations to the Company.

8.5 It has full internal corporate power and authority to execute and deliver this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereunder as well as full power and authority to consummate the transactions contemplated hereunder.

8.6 There are no pending or, to the knowledge of the Company, threatened suits, arbitrations, or other legal proceedings or claims before any court or arbitral tribunal, or administrative proceedings, or other legal proceedings or claims before any governmental body or administrative authority against the Pledged Equities, the Company or its assets, which will have a material or adverse effect on the economic conditions of the Company or the Pledgor's ability to perform its obligations and security liability under this Agreement.

8.7 The Company hereby agrees to be jointly liable to the Pledgee for the

representations and warranties made by the Pledgor under Article 7 hereunder.

8.8The Company hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and fully complied with under all circumstances at any time prior to full performance of the Contractual Obligations or full repayment of the Secured Indebtedness.

#### **9Undertakings by the Pledgor**

The Pledgor undertakes to the Pledgee that:

9.1Without prior written consent of the Pledgee, the Pledgor will not create or permit to be created any new pledge or any other security interest on the Pledged Equity and any pledge or other security interest created on all or any part of the Pledged Equity without prior written consent of the Pledgee shall be null and void.

9.2Without prior written notice to and prior written consent from the Pledgee, the Pledgor will not assign the Pledged Equity and all purported assignment of the Pledged Equity by the Pledgor shall be null and void. The proceeds received by the Pledgor from the assignment of the Pledged Equity shall be first applied towards full repayment to the Pledgee of the Secured Indebtedness or shall be deposited with a third party as agreed with the Pledgee.

9.3Should there arise any suit, arbitration or other claims which are likely to have an adverse effect on the Pledgor's or the Pledgee's interest under the Transaction Agreements and this Agreement or on the Pledged Equity, the Pledgor undertakes that it will notify the Pledgee in writing of the same as promptly as possible without delay and will, in accordance with the reasonable request of the Pledgee, take all necessary measures to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity.

9.4The Pledgor undertakes to complete the registration procedure to extend the Company's business period in three (3) months before the expiry of the Company's business period, in order to maintain the validity of this Agreement.

9.5The Pledgor will not do or permit to be done any act or action likely to have an adverse effect on the interest of the Pledgee under the Transaction Agreements and this Agreement or on the Pledged Equity. The Pledgor waives its preferential right of purchase if and when the Pledgee exercises its rights of pledge.

9.6The Pledgor will, in accordance with the reasonable request of the Pledgee, take all steps and execute all documents (including without limitation any supplement hereto) necessary to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity as well as the exercise and realization



by the Pledgee of such rights and interests.

9.7 Should the exercise of the rights of pledge hereunder result in an assignment of any Pledged Equity, the Pledgor undertakes that it will take all measures to procure the realization of such assignment.

#### **10 Undertakings by the Company**

10.1 The Company will use every effort to assist with the obtaining of any consents, permissions, waivers, authorizations of any third party or any approval, license or exemption from any governmental body or the completion of any registration or filing formalities with any governmental body (if required by law), requisite in each case for the execution and performance of this Agreement and the creation of the Equity Pledge hereunder, and will maintain the same in full force and effect during the term hereof.

10.2 Without prior written consent of the Pledgee, the Company will not assist or permit the Pledgor to create any new pledge or any other security interest on the Pledged Equity.

10.3 Without prior written consent of the Pledgee, the Company will not assist or permit the Pledgor to assign the Pledged Equity.

10.4 Should there arise any suit, arbitration or other claims which are likely to have an adverse effect on the Company, the Pledged Equities or the Pledgee's interest under the Transaction Agreements and this Agreement, the Company undertakes that it will notify the Pledgee in writing of the same as promptly as possible without delay and will, in accordance with the reasonable request of the Pledgee, take all necessary measures to ensure the Pledgee's pledge rights and interests in and to the Pledged Equity.

10.5 The Company undertakes to complete the registration procedure to extend its business period in three (3) months before the expiry of its business period, in order to maintain the validity of this Agreement.

10.6 The Company will not do or permit to be done any act or action likely to have an adverse effect on the interest of the Pledgee under the Transaction Agreements and this Agreement or on the Pledged Equity.

10.7 The Pledgor will during the first month of each calendar quarter submit to the Pledgee the financial statements of the Company for the preceding calendar quarter, including without limitation the balance sheet, the income statement and the cash flow statement.

10.8 The Company will, in accordance with the reasonable request of the Pledgee, take all steps and execute all documents (including without limitation any supplement hereto) necessary to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity as well as the exercise and realization by the Pledgee of such rights and interests.

10.9 Should the exercise of the rights of pledge hereunder result in an assignment of any Pledged Equity, the Company undertakes that it will take all measures to enable the realization of such assignment.

#### **11 Fundamental Changes of Circumstances**

11.1 As a supplementary agreement and without contravening other provisions of the Transaction Agreements and this Agreement, if, at any time, in the opinion of the Pledgee, as a result of any promulgation of or amendment to any PRC Laws, regulations or rules, or of any change in the interpretation or application of such laws, regulations or rules, or of any change in relevant registration procedures, the maintaining of the validity of this Agreement and/or the disposal of the Pledged Equity in the manner prescribed hereunder becomes illegal or contravenes such laws, regulations or rules, the Pledgor and the Company shall, on the Pledgee's written instruction and in accordance with its reasonable request, immediately take any actions and/or execute any agreements or other documents so as to:

- (i) maintain the validity of this Agreement;
- (ii) facilitate the disposal of the Pledged Equity in the manner prescribed hereunder; and/or
- (iii) maintain or realize the security created or purported to be created hereunder.

#### **12 Effectiveness and Term of Agreement**

12.1 This Agreement is valid once duly executed by all Parties. This Agreement is the final version agreement which the Parties have reached upon in respect of the equity pledge and relevant issues; this Agreement shall fully replace any and all of previous consultation, negotiation or discussion which all Parties have reached upon, and any and all of letters of intent, memorandums, agreements or other documents which all Parties have reached upon and agreed. If there is any conflict, contravention or inconsistency in such consultation, negotiation, discussion results, such letters of intent, memorandum, agreements or other documents against this Agreement, this Agreement shall prevail. All Parties shall, bearing the principle of good faith, make all efforts to assist in having such equity pledge registered in the competent industrial and commercial authority in a short period. For this purpose, the Company shall apply for the registration with the competent industrial and commercial authority in reasonable time.

The Pledgor shall deliver to the Pledgee for custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge on the effective date of this Agreement. Upon the effectiveness of this Agreement, the Pledgor shall, at the Pledgee's request, provide the pledge registration certificate issued by the

competent industrial and commercial authority to the Pledgee in a form satisfactory to the Pledgee. The Pledgee will keep these documents in its custody during the whole pledge period prescribed in this Agreement.

12.2 The term of this Agreement shall end when the Contractual Obligations is performed in full or when the Secured Indebtedness is repaid in full.

12.3 To avoid ambiguity, the Pledgor is not jointly liable to any obligation or liability of other Pledgor (if any) or the Company.

### 13 Notice

13.1 Any notice, request, demand and other correspondences required by or made pursuant to this Agreement shall be made in writing and delivered to the relevant Party.

13.2 Aforesaid notice or other correspondences shall be deemed delivered when it is transmitted if transmitted by fax or telex; or upon delivery, if delivered in person; or five (5) days after posting, if delivered by mail; or upon the signature of the recipient, if delivered by courier service. However, if the notice is returned due to the recipient's fault or the recipient's refusal to sign, the notice is deemed delivered on the date when the notice is returned.

### 14 Miscellaneous

14.1 The Pledgor and the Company agree that the Pledgee may, immediately upon notice to the Pledgor and the Company, assign its rights and/or obligations hereunder to any third party; and that without prior written consent of the Pledgee, neither the Pledgor nor the Company may assign their respective rights, obligations or liabilities hereunder to any third party. The successors or permitted assignees (if any) of the Pledgor and the Company shall be obligated to continue to perform the Pledgor's and the Company's respective obligations hereunder.

14.2 The sum of the Secured Indebtedness determined by the Pledgee in its discretion in connection with its exercise of its rights of pledge with respect to the Pledged Equity in accordance with the terms hereof shall constitute the conclusive evidence for the Secured Indebtedness hereunder.

14.3 This Agreement is made in Chinese in four (4) originals with each Party hereof retaining one (1) copy. The Parties specifically agree that the Agreement restored in PDF format sent by emails from the Parties is regarded as original and can be used separately as evidence for the establishment and validation of this Agreement.

14.4 The entry into, effectiveness, performance, modification, interpretation and termination of this Agreement shall be governed by PRC Laws.

14.5 Dispute Resolution

(1) Any dispute, argument or claim (hereinafter the “**disputes**”) arising out of or in connection with of this Agreement or breach, termination or invalidity of this Agreement shall be settled by both Parties of the disputes through consultations. The Party raising the claim shall promptly inform the other Party that disputes have arisen and illustrate the nature of the dispute via a notice with date. In the absence of an agreement being reached by the Parties within thirty (30) days after the dispute notice, the dispute may be brought by any Party the dispute before the China International Economic and Trade Arbitration Commission (hereinafter “**CIETAC**”) to be arbitrated in Beijing pursuant to CIETAC’s effective arbitration rules upon the submission of the dispute and this Clause 14.5. The arbitration award shall be final and binding on the Parties to the dispute.

(2) The arbitral tribunal shall consist of three (3) arbitrators. Each Party to the dispute has the right to respectively appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly appointed by both Parties to the dispute. If the Parties to the dispute cannot reach agreement on the appointment of the third (3rd) arbitrator, such arbitrator shall be appointed by the director of the Arbitration Commission. The third arbitrator shall be the chief arbitrator of the arbitral tribunal.

(3) When making an arbitral award, the arbitrator shall take into account the intention of hereto determined by this agreement the Parties.

(4) The arbitral award made by the arbitral tribunal pursuant to this Clause 14.5 shall be made in writing and shall be final and binding upon both Parties to the dispute. Both Parties to the dispute should do their best to enable any of such arbitral awards to be implemented in time and provide any necessary assistance to the implementation.

(5) The aforesaid provisions of this Clause 14.5 shall not prevent the concerned Parties from applying for any prior protection or injunction for any reason, including without limitation the subsequent enforcement of the arbitral award.

14.6 No right, power or remedy empowered to any Party by any provision of this Agreement shall preclude any other right, power or remedy enjoyed by such Party in accordance with law or any other provisions hereof and no exercise by a Party of any of its rights, powers and remedies shall preclude its exercise of its other rights, powers and remedies.

14.7 No failure or delay by a Party in exercising any right, power or remedy under this Agreement or laws (hereinafter the “**Party’s Rights**”) shall result in a waiver of such right, and no single or partial waiver by a Party of the Party’s Rights shall preclude such Party from exercising such rights in any other way or exercising the remaining part of the Party’s Rights. The Parties shall, via negotiation in good faith, endeavor to replace those invalid, illegal or unenforceable provisions with provisions that permitted by laws and

effective to the most extent that the Parties expect, while such effective provisions and those invalid, illegal or unenforceable provisions shall be alike as much as possible in the economic effects.

14.8 The section headings herein are inserted for convenience of reference only and shall in no event be used in or affect the interpretation of the provisions hereof.

14.9 Each provision contained herein shall be severable and independent of any other provisions hereof, and if at any time any one or more provisions hereof become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected thereby.

14.10 Any amendments or supplements to this Agreement shall be made in writing and except where the Pledgee assigns its rights hereunder in accordance with Clause 14.1, such amendments or supplements shall take effect only when properly signed by the Parties hereto.

14.11 This Agreement shall be binding upon the legal successors of the Parties.

14.12 Concurrently with the execution of this Agreement, the Pledgor shall execute a power of attorney (hereinafter the "POA") in the form as indicated in Schedule B, entrusting the Pledgee or any person designated by the Pledgee to execute on its behalf in accordance with this Agreement any and all of legal documents as may be required in order for the Pledgee to exercise its rights hereunder. Such POA shall be submitted to the Pledgee for custody and may be presented by the Pledgee to relevant governmental authorities whenever necessary.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Yeelion Online Network Technology (Beijing) Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Yeelion Online Network Technology (Beijing) Co., Ltd.*

*Signature page to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Beijing Kuwo Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Beijing Kuwo Technology Co., Ltd.*

*Signature page to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Linzi Lichuang Information Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Linzi Lichuang Information Technology Co., Ltd.*

*Signature page to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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Schedule A

Basic information of the Company

Company Name: Beijing Kuwo Technology Co., Ltd.  
Registered Address: B-207-161, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing  
Registered Capital: RMB 26,068,822 Yuan  
Shareholding Structure:

#	Shareholder's Name	Identification No. / Registration No.	Registered Capital (RMB/Yuan)	Shareholding Percentage
1	Shenzhen Qianhai Daizheng Music Culture Co., Ltd.	91440300MA5GDLLP7X	10,000,000	38.36%
2	Linzi Lichuang Information Technology Co., Ltd.	91540400MA6T10ME4F	16,068,822	61.64%
			<b>26,068,822</b>	<b>100.00%</b>

*Schedule A to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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**Schedule B**

**Power of Attorney**

The undersigned, \_\_\_\_\_, hereby irrevocably authorize \_\_\_\_\_ PRC Identification No.: \_\_\_\_\_, as my trustee or authorized representative for signature, to sign all necessary or useful legal documents with respect to the fulfilling of my obligations under the Equity Interest Pledge Agreement entered into by and among myself, Yeelion Online Network Technology (Beijing) Co., Ltd. and Beijing Kuwo Technology Co., Ltd. on [ ], 20\_\_ with respect to equity interests of Beijing Kuwo Technology Co., Ltd..

Signature/Seal:

By:

Date:

*Schedule B to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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**Equity Interest Pledge Agreement  
Of  
Beijing Kuwo Technology Co., Ltd.**

**By and among**

**Qianhai Daizheng Music Culture Co., Ltd.**

**Yeelion Online Network Technology (Beijing) Co., Ltd.**

**And**

**Beijing Kuwo Technology Co., Ltd.**

**December 5, 2022**

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## EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered into on December 5, 2022 by and among:

1. Qianhai Daizheng Music Culture Co., Ltd. (hereinafter referred to as the “**Pledgor**” or the “**Borrower**”)  
Registered Address: Room 201, Building A, No. 1, Qianwan 1st Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)
2. Yeelon Online Network Technology (Beijing) Co., Ltd. (hereinafter referred to as the “**Pledgee**”)  
Registered Address: B-521-B062, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing
3. Beijing Kuwo Technology Co., Ltd. (hereinafter referred to as the “**Company**”)  
Registered Address: B-207-161, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing

(In this Agreement, each of the Pledgor, the Pledgee and the Company shall be referred to as a “**Party**” respectively, and as the “**Parties**” collectively.)

### WHEREAS:

- (1) The Pledgor is registered shareholder on record of the Company as of the execution date of this Agreement, legally holding 38.36% of the equity interests in the Company (corresponding to RMB 10,000,000 of the registered capital of the Company, hereinafter the “**Company Equities**”). Upon the execution date of this Agreement, the basic information of the Company is set out in Schedule A hereto.
- (2) The Parties herein and other relevant entities entered into an Exclusive Option Agreement on December 5, 2022 (hereinafter the “**Exclusive Option Agreement**”), pursuant to which the Pledgor shall, to the extent permitted by the PRC Laws, transfer all or partial Company Equities held by the Pledgor to the Pledgee and/or any other entity or individual designated by the Pledgee in accordance with the Pledgee’s request.
- (3) The Parties herein and other relevant entities entered into a Voting Trust Agreement on December 5, 2022 (hereinafter the “**Voting Trust Agreement**”), pursuant to which the Pledgor shall irrevocably entrust its full rights and authorities to the person designated by the Pledgee on the occasion to exercise all the shareholder voting power granted to the Pledgor in the Company.
- (4) The Company and the Pledgee entered into an Exclusive Technology Service Agreement on July 12, 2016 (hereinafter the “**Service Agreement**”), pursuant to which the Company exclusively engages the Pledgee to provide relevant technical services, and agrees to pay the corresponding service fees to the Pledgee for such technical services.

(5) Mr. Xie Guomin, Mr. Shi Lixue and the Pledgee entered into a Loan Agreement (hereinafter the “**Loan Agreement**”) on July 12, 2016, pursuant to which the Pledgee has provided a loan of RMB 6,000,000 to the Mr. Xie Guomin to pay the equity transfer price for the subscription of the original registered capital of the Company. Mr. Xie Guomin, Ms. Wang Meiqi and the Pledgee entered into a Debt Assignment and Offset Agreement on August 20, 2019, pursuant to which Ms. Wang Meiqi inherits all of Mr. Xie Guomin’s rights and obligations under the Loan Agreement. Ms. Wang Meiqi, the Borrower and the Pledgee entered into a Debt Assignment and Offset Agreement on August 1, 2022, pursuant to which the Borrower inherits all of Ms. Wang Meiqi’s rights and obligations under the Loan Agreement.

(6) As security for the performance of the Contractual Obligations (as defined hereunder) and for the full payment of the Secured Indebtedness (as defined hereunder), the Pledgor agrees to pledge all its equity interests held by it in the Company in favor of the Pledgee, and grant the Pledgee the most prioritized pledge right, with the Company’s consent on such equity pledge arrangement.

**THEREFORE**, upon mutual discussion, the Parties agree as follows:

**1 Definitions**

1.1 Unless otherwise defined by the context, the following terms shall have the following meanings in this Agreement:

<b>Contractual Obligations</b>	shall refer to (i) for the Borrowers, all the contractual obligations under the Exclusive Option Agreement, Voting Trust Agreement, the Loan Agreement and this Agreement; (ii) for the Company, all the contractual obligations under the Exclusive Option Agreement, Voting Trust Agreement, Service Agreement and this Agreement.
<b>Secured Indebtedness</b>	shall refer to the Company’s obligation to pay the service fees under the Service Agreement and other obligations, the Borrowers’ obligations of repayment and other obligations, and all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default (as defined hereunder) by the Pledgor and/or the Company. The amount of such loss shall be calculated in accordance with, without limitation, the reasonable business plan and profit forecast of the Pledgee, the service fees payable by the Company to the Pledgee under the Service Agreement, the principal payable by the Borrowers under the Loan Agreement, and all expenses occurred in connection with enforcement by the Pledgee of the Pledgor’s and/or the Company’s Contract Obligations.
<b>Transaction Agreements</b>	shall refer to the Exclusive Option Agreement, the Voting Trust Agreement, the Service Agreement and the Loan Agreement.

<b>Event of Default</b>	shall refer to any Borrower's breach to any Contractual Obligations under the Exclusive Option Agreement, the Voting Trust Agreement, the Loan Agreement and/or this Agreement, and the Company's breach to any Contractual Obligations under the Exclusive Option Agreement, the Voting Trust Agreement, the Service Agreement and/or this Agreement.
<b>Pledged Equity</b>	shall refer to all Company Equities legally held by the Pledgor upon the effective date of this Agreement, the increased capital contribution and dividend under Clauses 2.6 and 2.7 herein, and other equity interest in the Company held by the Pledgor by any other means.
<b>PRC Laws</b>	shall refer to the then effective laws, administrative regulations, administrative rules, local regulations, judicial interpretations and other binding regulatory documents of the People's Republic of China (for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan).

1.2 In this Agreement, any reference to any PRC Laws shall be deemed to include (1) a reference to such PRC Laws as modified, amended, supplemented or reenacted, effective before or after the date of this Agreement; and (2) a reference to any other decision, circular or rule made pursuant to such PRC Laws or effective as a result of such PRC Laws.

1.3 Unless otherwise stated in the context of this Agreement, a reference to a provision, clause, section or paragraph shall refer to a corresponding provision, clause, section or paragraph of this Agreement.

## 2 Equity Pledge

2.1 The Pledgor hereby agrees to pledge, in accordance with the terms of this Agreement, its lawfully owned and disposable equity interests in favor of the Pledgee as the security for the repayment of the Secured Indebtedness. The Company hereby agrees that Pledgor pledges the Pledged Equities in favor of the Pledgee in accordance with the terms of this Agreement.

2.2 The Pledgor undertakes to record the Equity pledge arrangements ("**Equity Pledge**") in the register of shareholders on the effective date of this Agreement. The Pledgor further undertakes to make the best efforts and take all necessary actions to apply with the competent industrial and commercial authority for the registration of the Pledged Equity under this Agreement within ten (10) business days after the effective date of this Agreement. The Pledgor and the Pledgee shall, pursuant to PRC Laws and all requirements of relevant industrial and commercial authorities, submit all necessary documents and deal with all necessary procedures, ensuring that the pledge right can be registered as soon as possible after the application submission, and deliver the original copy of the registration certificate (including without limitation the pledge registration notification) to the Pledgee; the relevant fees shall be borne by the Company.

2.3 During the term of this Agreement, the Pledgee shall not be liable in whatsoever manner for any decrease in the value of the Pledged Equities and the Pledgor is not entitled to seek any form of recourse or make any request, unless such decrease is caused by the Pledgor's intentional misconduct or gross negligence having direct causation to the result.

2.4 Subject to Section 2.3 above, in the event of any possible material impairment of the Pledged Equities which may prejudice the rights and interests of the Pledgee, the Pledgee may at any time auction or sell the Pledged Equities on behalf of the Pledgor and may, as agreed with the Pledgor, apply the proceeds from such auction or sale towards accelerated repayment of the Secured Indebtedness, or deposit such proceeds with a notary public at the place where the Pledgee is located (any costs thereby incurred shall be entirely borne by the Pledgee).

2.5 Upon occurrence of any Event of Default, the Pledgee shall be entitled to dispose of the Pledged Equities in such manner as prescribed in Article 4 of this Agreement.

2.6 The Pledgor shall be entitled to subscribe for the increase registered capital of the Company with prior written consent of the Pledgee. The increased capital contribution by the Pledgors because of the Pledgor's subscription of the increased registered capital shall also be deemed as the Pledged Equities. The Pledgor undertakes to record the equity pledge for the increased amount of registered capital under this Clause 2.6 in the register of shareholders within ten (10) business days after the capital increase, to apply with the competent industrial and commercial authority for the registration, and to deliver the original copy of the registration certificate (including without limitation to the pledge registration notification) to the Pledgee; the relevant fees shall be borne by the Company.

2.7 During the term of pledge, the Pledgee is entitled to receive proceeds (including without limitation any dividend, profit and other income) generated by the Pledged Equities. The Pledgor shall not receive any dividend or bonus in respect of the Pledged Equities without prior consent of the Pledgee. The Pledgor's dividend or bonus obtained from the Pledged Equities shall be deposited in the bank account designated by the Pledgee, being administrated by the Pledgee, and shall be used for the repayment for the Secured Indebtedness.

2.8 Upon occurrence of any Event of Default, the Pledgee shall be entitled to dispose of any Pledgor's any pledged Equities in the manner as prescribed in this Agreement.

### **3 Release of Pledge**

3.1 After full and complete performance of all the Contractual Obligations and full repayment of all the Secured Indebtedness by the Pledgor and the Company, the Pledgee shall, at the request of the Pledgor, release the Equity

Pledge under this Agreement and cooperate with the Pledgor to deregister the Equity Pledge recorded in the register of shareholders and to deregister the pledge with the competent industrial and commercial authority. Reasonable costs thereby incurred shall be borne by the Pledgee.

#### **4 Disposal of Pledged Equities**

4.1 The Parties hereby agree that upon occurrence of any Event of Default, the Pledgee shall be entitled to exercise all rights and power to claim remedies available under the PRC Laws, the Transaction Agreements and this Agreement with written notice to the Pledgor, including without limitation the right to auction or sell the Pledged Equities and to be indemnified in priority with the proceeds thereof. The Pledgee shall not be held liable for any losses from its lawful and reasonable exercise of such rights and power.

4.2 The Pledgee shall be entitled to appoint in writing its legal advisor or any other agent to exercise any and all of its foregoing rights and power, to which the Pledgor shall not raise any objection and shall provide necessary assistance.

4.3 The Pledgee shall be entitled to deduct all reasonable costs actually incurred in connection with its exercise of any or all of its aforesaid rights and power from the proceeds obtained from such exercise of rights and power.

4.4 The proceeds obtained from the exercise by the Pledgee of its rights and power shall be applied in the following order of precedence:

- (i) payment of all costs arising out of the disposal of the Pledged Equities and the exercise by the Pledgee of its rights and power (including fees paid to its legal advisor and agent);
- (ii) payment of the taxes payable in connection with the disposal of the Pledged Equities; and
- (iii) repayment of the Secured Indebtedness to the Pledgee;

Any balance after the deduction of the aforesaid payments shall either be returned by the Pledgee to the Pledgor or any other person who is entitled to such balance under relevant laws and regulations, or be deposited with a notary public at the place where the Pledgee is located (any costs thereby incurred shall be entirely borne by the Pledgee).

4.5 The Pledgee shall have the option to exercise concurrently or successively any of the remedies available to it; the Pledgee shall not be required to exhaust all other remedies available to it prior to auction or sale of the Pledged Equities under this Agreement.

#### **5 Fees and Expenses**

5.1 All costs and expenses actually incurred in connection with the creation of



the Equity Pledge under this Agreement, including without limitation the stamp duty, any other taxes and all legal fees, shall be borne by the Company.

#### **6 Continuity and No Waiver**

6.1 The Pledged Equities shall be continuous security and shall remain valid until full performance of the Contractual Obligations or full repayment of the Secured Indebtedness. No waiver or grace period granted by the Pledgee to the Pledgor in respect of any breach or any delay by the Pledgee in exercising any of its rights under the Transaction Agreements and this Agreement shall affect the rights available to the Pledgee under this Agreement, applicable PRC Laws and the Transaction Agreements to demand at any time thereafter strict performance by the Pledgor of the Transaction Agreements and this Agreement, or any of the rights available to the Pledgee arising from any subsequent breach by the Pledgor of the Transaction Agreements and/or this Agreement.

#### **7 Representations and Warranties of the Pledgor**

Excluding the circumstances as disclosed in Schedule A, the Pledgor hereby represents and warrants to the Pledgee that:

7.1 The Pledgor is a legal entity duly incorporated under PRC Laws with legal rights and capacity to execute this Agreement and bears legal obligations under this Agreement.

7.2 As of the effective date of this Agreement, the Pledgor is the only lawful owner of the Pledged Equities free from any existing dispute in relation to the ownership thereof. Other than the security interests created on the Pledged Equities under this Agreement and the rights created under the Transaction Agreements, the Pledgor has the right to dispose of the Pledged Equities or any part thereof.

7.3 Other than the security interests created on the Pledged Equities under this Agreement and the rights created under the Transaction Agreements, the Pledged Equities are free from any other security interests or third party rights and interests and any other restriction.

7.4 The Pledged Equities can be lawfully pledged and transferred, and the Pledgor has full rights and power to pledge the Pledged Equities to the Pledgee in accordance with the terms of this Agreement.

7.5 This agreement, once duly executed by the Pledgor, constitutes legal, valid and binding obligations to the Pledgor.

7.6 As necessary to the execution and performance of this Agreement and the Equity Pledge under this Agreement, any consent, permission, waiver or authorization by any third party or any approval, license or exemption by any governmental body or registration or filing formalities (if required by law) with any governmental body have been obtained or handled and will remain

in full force during the term of this Agreement.

7.7 The execution and performance of this Agreement by the Pledgor do not violate or conflict with any law applicable to the Pledgor in effect, any agreement to which the Pledgor is a party or by which its assets are bound, any court judgment, any arbitral award, or any decision of any administrative authority.

7.8 The pledge under this Agreement constitutes a first ranking security interest on the Pledged Equities held by the Pledgor.

7.9 All taxes and fees payable in connection with obtaining the Pledged Equities have been paid in full in accordance with the laws by the Pledgor.

7.10 There are no pending or, to the knowledge of the Pledgor, threatened suits, arbitrations, or other legal proceedings or claims before any court or arbitral tribunal, or administrative proceedings, or other legal proceedings or claims before any governmental body or administrative authority against the Pledged Equities, the Pledgor or its properties, 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.

7.11 The Pledgor hereby warrants to the Pledgee that the representations and warranties made above will remain true and correct and will be fully complied with under all circumstances until full performance of the Contractual Obligations or the full repayment of the Secured Indebtedness.

#### **8 Representations and Warranties of the Company**

The Company hereby represents and warrants to the Pledgee that:

8.1 The Company is a limited liability company duly registered and lawfully existing under PRC Laws with independent legal personality, and has full and independent legal status and capacity to execute and deliver this Agreement and may sue or be sued as an independent party.

8.2 All reports, documents and information provided by it to the Pledgee prior to or upon the effectiveness of this Agreement with respect to matters pertaining to the Pledged Equity or required by this Agreement are true and correct in all material respects as of the effectiveness of this Agreement.

8.3 All reports, documents and information provided by it to the Pledgee after the effectiveness of this Agreement with respect to matters pertaining to the Pledged Equity or required by this Agreement are true and valid in all material respects as of the effectiveness of this Agreement.

8.4 This Agreement, once properly signed by the Company, constitutes legal, valid and binding obligations to the Company.

8.5 It has full internal corporate power and authority to execute and deliver this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereunder as well as full power and authority to consummate the transactions contemplated hereunder.

8.6 There are no pending or, to the knowledge of the Company, threatened suits, arbitrations, or other legal proceedings or claims before any court or arbitral tribunal, or administrative proceedings, or other legal proceedings or claims before any governmental body or administrative authority against the Pledged Equities, the Company or its assets, which will have a material or adverse effect on the economic conditions of the Company or the Pledgor's ability to perform its obligations and security liability under this Agreement.

8.7 The Company hereby agrees to be jointly liable to the Pledgee for the representations and warranties made by the Pledgor under Article 7 hereunder.

8.8 The Company hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and fully complied with under all circumstances at any time prior to full performance of the Contractual Obligations or full repayment of the Secured Indebtedness.

#### **9 Undertakings by the Pledgor**

The Pledgor undertakes to the Pledgee that:

9.1 Without prior written consent of the Pledgee, the Pledgor will not create or permit to be created any new pledge or any other security interest on the Pledged Equity and any pledge or other security interest created on all or any part of the Pledged Equity without prior written consent of the Pledgee shall be null and void.

9.2 Without prior written notice to and prior written consent from the Pledgee, the Pledgor will not assign the Pledged Equity and all purported assignment of the Pledged Equity by the Pledgor shall be null and void. The proceeds received by the Pledgor from the assignment of the Pledged Equity shall be first applied towards full repayment to the Pledgee of the Secured Indebtedness or shall be deposited with a third party as agreed with the Pledgee.

9.3 Should there arise any suit, arbitration or other claims which are likely to have an adverse effect on the Pledgor's or the Pledgee's interest under the Transaction Agreements and this Agreement or on the Pledged Equity, the Pledgor undertakes that it will notify the Pledgee in writing of the same as promptly as possible without delay and will, in accordance with the reasonable request of the Pledgee, take all necessary measures to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity.

9.4 The Pledgor undertakes to complete the registration procedure to extend the

Company's business period in three (3) months before the expiry of the Company's business period, in order to maintain the validity of this Agreement.

9.5 The Pledgor will not do or permit to be done any act or action likely to have an adverse effect on the interest of the Pledgee under the Transaction Agreements and this Agreement or on the Pledged Equity. The Pledgor waives its preferential right of purchase if and when the Pledgee exercises its rights of pledge.

9.6 The Pledgor will, in accordance with the reasonable request of the Pledgee, take all steps and execute all documents (including without limitation any supplement hereto) necessary to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity as well as the exercise and realization by the Pledgee of such rights and interests.

9.7 Should the exercise of the rights of pledge hereunder result in an assignment of any Pledged Equity, the Pledgor undertakes that it will take all measures to procure the realization of such assignment.

#### **10 Undertakings by the Company**

10.1 The Company will use every effort to assist with the obtaining of any consents, permissions, waivers, authorizations of any third party or any approval, license or exemption from any governmental body or the completion of any registration or filing formalities with any governmental body (if required by law), requisite in each case for the execution and performance of this Agreement and the creation of the Equity Pledge hereunder, and will maintain the same in full force and effect during the term hereof.

10.2 Without prior written consent of the Pledgee, the Company will not assist or permit the Pledgor to create any new pledge or any other security interest on the Pledged Equity.

10.3 Without prior written consent of the Pledgee, the Company will not assist or permit the Pledgor to assign the Pledged Equity.

10.4 Should there arise any suit, arbitration or other claims which are likely to have an adverse effect on the Company, the Pledged Equities or the Pledgee's interest under the Transaction Agreements and this Agreement, the Company undertakes that it will notify the Pledgee in writing of the same as promptly as possible without delay and will, in accordance with the reasonable request of the Pledgee, take all necessary measures to ensure the Pledgee's pledge rights and interests in and to the Pledged Equity.

10.5 The Company undertakes to complete the registration procedure to extend its business period in three (3) months before the expiry of its business period, in order to maintain the validity of this Agreement.

10.6 The Company will not do or permit to be done any act or action likely to have an adverse effect on the interest of the Pledgee under the Transaction Agreements and this Agreement or on the Pledged Equity.

10.7 The Pledgor will during the first month of each calendar quarter submit to the Pledgee the financial statements of the Company for the preceding calendar quarter, including without limitation the balance sheet, the income statement and the cash flow statement.

10.8 The Company will, in accordance with the reasonable request of the Pledgee, take all steps and execute all documents (including without limitation any supplement hereto) necessary to ensure the Pledgee's rights and interests of pledge in and to the Pledged Equity as well as the exercise and realization by the Pledgee of such rights and interests.

10.9 Should the exercise of the rights of pledge hereunder result in an assignment of any Pledged Equity, the Company undertakes that it will take all measures to enable the realization of such assignment.

#### **11 Fundamental Changes of Circumstances**

11.1 As a supplementary agreement and without contravening other provisions of the Transaction Agreements and this Agreement, if, at any time, in the opinion of the Pledgee, as a result of any promulgation of or amendment to any PRC Laws, regulations or rules, or of any change in the interpretation or application of such laws, regulations or rules, or of any change in relevant registration procedures, the maintaining of the validity of this Agreement and/or the disposal of the Pledged Equity in the manner prescribed hereunder becomes illegal or contravenes such laws, regulations or rules, the Pledgor and the Company shall, on the Pledgee's written instruction and in accordance with its reasonable request, immediately take any actions and/or execute any agreements or other documents so as to:

- (i) maintain the validity of this Agreement;
- (ii) facilitate the disposal of the Pledged Equity in the manner prescribed hereunder; and/or
- (iii) maintain or realize the security created or purported to be created hereunder.

#### **12 Effectiveness and Term of Agreement**

12.1 This Agreement is valid once duly executed by all Parties. This Agreement is the final version agreement which the Parties have reached upon in respect of the equity pledge and relevant issues; this Agreement shall fully replace any and all of previous consultation, negotiation or discussion which all Parties have reached upon, and any and all of letters of intent, memorandums, agreements or other documents which all Parties have reached upon and agreed. If there is any conflict, contravention or

inconsistence in such consultation, negotiation, discussion results, such letters of intent, memorandum, agreements or other documents against this Agreement, this Agreement shall prevail. All Parties shall, bearing the principle of good faith, make all efforts to assist in having such equity pledge registered in the competent industrial and commercial authority in a short period. For this purpose, the Company shall apply for the registration with the competent industrial and commercial authority in reasonable time.

The Pledgor shall deliver to the Pledgee for custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge on the effective date of this Agreement. Upon the effectiveness of this Agreement, the Pledgor shall, at the Pledgee's request, provide the pledge registration certificate issued by the competent industrial and commercial authority to the Pledgee in a form satisfactory to the Pledgee. The Pledgee will keep these documents in its custody during the whole pledge period prescribed in this Agreement.

12.2 The term of this Agreement shall end when the Contractual Obligations is performed in full or when the Secured Indebtedness is repaid in full.

12.3 To avoid ambiguity, the Pledgor is not jointly liable to any obligation or liability of other Pledgor (if any) or the Company.

### **13 Notice**

13.1 Any notice, request, demand and other correspondences required by or made pursuant to this Agreement shall be made in writing and delivered to the relevant Party.

13.2 Aforesaid notice or other correspondences shall be deemed delivered when it is transmitted if transmitted by fax or telex; or upon delivery, if delivered in person; or five (5) days after posting, if delivered by mail; or upon the signature of the recipient, if delivered by courier service. However, if the notice is returned due to the recipient's fault or the recipient's refusal to sign, the notice is deemed delivered on the date when the notice is returned.

### **14 Miscellaneous**

14.1 The Pledgor and the Company agree that the Pledgee may, immediately upon notice to the Pledgor and the Company, assign its rights and/or obligations hereunder to any third party; and that without prior written consent of the Pledgee, neither the Pledgor nor the Company may assign their respective rights, obligations or liabilities hereunder to any third party. The successors or permitted assignees (if any) of the Pledgor and the Company shall be obligated to continue to perform the Pledgor's and the Company's respective obligations hereunder.

14.2 The sum of the Secured Indebtedness determined by the Pledgee in its discretion in connection with its exercise of its rights of pledge with respect

to the Pledged Equity in accordance with the terms hereof shall constitute the conclusive evidence for the Secured Indebtedness hereunder.

14.3 This Agreement is made in Chinese in four (4) originals with each Party hereof retaining one (1) copy. The Parties specifically agree that the Agreement restored in PDF format sent by emails from the Parties is regarded as original and can be used separately as evidence for the establishment and validation of this Agreement.

14.4 The entry into, effectiveness, performance, modification, interpretation and termination of this Agreement shall be governed by PRC Laws.

#### 14.5 Dispute Resolution

(1) Any dispute, argument or claim (hereinafter the “**disputes**”) arising out of or in connection with of this Agreement or breach, termination or invalidity of this Agreement shall be settled by both Parties of the disputes through consultations. The Party raising the claim shall promptly inform the other Party that disputes have arisen and illustrate the nature of the dispute via a notice with date. In the absence of an agreement being reached by the Parties within thirty (30) days after the dispute notice, the dispute may be brought by any Party the dispute before the China International Economic and Trade Arbitration Commission (hereinafter “**CIETAC**”) to be arbitrated in Beijing pursuant to CIETAC’s effective arbitration rules upon the submission of the dispute and this Clause 14.5. The arbitration award shall be final and binding on the Parties to the dispute.

(2) The arbitral tribunal shall consist of three (3) arbitrators. Each Party to the dispute has the right to respectively appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly appointed by both Parties to the dispute. If the Parties to the dispute cannot reach agreement on the appointment of the third (3rd) arbitrator, such arbitrator shall be appointed by the director of the Arbitration Commission. The third arbitrator shall be the chief arbitrator of the arbitral tribunal.

(3) When making an arbitral award, the arbitrator shall take into account the intention of hereto determined by this agreement the Parties.

(4) The arbitral award made by the arbitral tribunal pursuant to this Clause 14.5 shall be made in writing and shall be final and binding upon both Parties to the dispute. Both Parties to the dispute should do their best to enable any of such arbitral awards to be implemented in time and provide any necessary assistance to the implementation.

(5) The aforesaid provisions of this Clause 14.5 shall not prevent the concerned Parties from applying for any prior protection or injunction for any reason, including without limitation the subsequent enforcement of the arbitral award.

14.6 No right, power or remedy empowered to any Party by any provision of this Agreement shall preclude any other right, power or remedy enjoyed by such Party in accordance with law or any other provisions hereof and no exercise by a Party of any of its rights, powers and remedies shall preclude its exercise of its other rights, powers and remedies.

14.7 No failure or delay by a Party in exercising any right, power or remedy under this Agreement or laws (hereinafter the "**Party's Rights**") shall result in a waiver of such right, and no single or partial waiver by a Party of the Party's Rights shall preclude such Party from exercising such rights in any other way or exercising the remaining part of the Party's Rights. The Parties shall, via negotiation in good faith, endeavor to replace those invalid, illegal or unenforceable provisions with provisions that permitted by laws and effective to the most extent that the Parties expect, while such effective provisions and those invalid, illegal or unenforceable provisions shall be alike as much as possible in the economic effects.

14.8 The section headings herein are inserted for convenience of reference only and shall in no event be used in or affect the interpretation of the provisions hereof.

14.9 Each provision contained herein shall be severable and independent of any other provisions hereof, and if at any time any one or more provisions hereof become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected thereby.

14.10 Any amendments or supplements to this Agreement shall be made in writing and except where the Pledgee assigns its rights hereunder in accordance with Clause 14.1, such amendments or supplements shall take effect only when properly signed by the Parties hereto.

14.11 This Agreement shall be binding upon the legal successors of the Parties.

14.12 Concurrently with the execution of this Agreement, the Pledgor shall execute a power of attorney (hereinafter the "**POA**") in the form as indicated in Schedule B, entrusting the Pledgee or any person designated by the Pledgee to execute on its behalf in accordance with this Agreement any and all of legal documents as may be required in order for the Pledgee to exercise its rights hereunder. Such POA shall be submitted to the Pledgee for custody and may be presented by the Pledgee to relevant governmental authorities whenever necessary.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Shenzhen Qianhai Daizheng Music Culture Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Shenzhen Qianhai Daizheng Music Culture Co., Ltd.*

*Signature page to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Yeelion Online Network Technology (Beijing) Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Yeelion Online Network Technology (Beijing) Co., Ltd.*

*Signature page to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and location first above written.

We have executed the execution page of the Equity Interest Pledge Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Beijing Kuwo Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Beijing Kuwo Technology Co., Ltd.*

*Signature page to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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Schedule A

Basic information of the Company

Company Name: Beijing Kuwo Technology Co., Ltd.  
Registered Address: B-207-161, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing  
Registered Capital: RMB 26,068,822 Yuan  
Shareholding Structure:

#	Shareholder's Name	Identification No. / Registration No.	Registered Capital (RMB/Yuan)	Shareholding Percentage
1	Shenzhen Qianhai Daizheng Music Culture Co., Ltd.	91440300MA5GDLLP7X	10,000,000	38.36%
2	Linzi Lichuang Information Technology Co., Ltd.	91540400MA6T10ME4F	16,068,822	61.64%
			<b>26,068,822</b>	<b>100.00%</b>

*Schedule A to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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**Schedule B**

**Power of Attorney**

The undersigned, \_\_\_\_\_, hereby irrevocably authorize \_\_\_\_\_ PRC Identification No.: \_\_\_\_\_, as my trustee or authorized representative for signature, to sign all necessary or useful legal documents with respect to the fulfilling of my obligations under the Equity Interest Pledge Agreement entered into by and among myself, Yeelion Online Network Technology (Beijing) Co., Ltd. and Beijing Kuwo Technology Co., Ltd. on [ ] , 20\_\_ with respect to equity interests of Beijing Kuwo Technology Co., Ltd..

Signature/Seal:

By:

Date:

*Schedule B to Equity Interest Pledge Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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**Exclusive Option Agreement**

**Of**

**Beijing Kuwo Technology Co., Ltd.**

**By and Among**

**All the shareholders listed in Schedule A**

**Yeelion Online Network Technology (Beijing) Co., Ltd.**

**And**

**Beijing Kuwo Technology Co., Ltd.**

**December 5, 2022**

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## Exclusive Option Agreement

This Exclusive Option Agreement (the “**Agreement**”) is entered into on December 5, 2022, by and among the following Parties:

1. **All the shareholders listed in Schedule A**, of which the information see Schedule A.

(All the shareholders listed in Schedule A separately and collectively referred to as the “**Existing Shareholders**”);

2. **Yeelion Online Network Technology (Beijing) Co., Ltd.** (the “**WFOE**”)

Registered address: B-521-B062, 5/F, Building 2, 1 Nongda South Road, Haidian District, Beijing

3. **Beijing Kuwo Technology Co., Ltd.** (the “**Company**”)

Registered address: B-207-161, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing

(In this Agreement, each Party shall be referred to as a “**Party**” respectively or as the “**Parties**” collectively.)

Whereas:

(1) Mr. Xie Guomin and Mr. Shi Lixue as the transferees respectively entered into a share transfer agreement with other related parties (collectively the “**Transferors**”) on March 31, 2016. In accordance with the debt arrangements of assignment and offsetting by relevant parties, the share transfer price RMB 10,000,000 should pay by Mr. Xie Guomin and Mr. Shi Lixue to the WFOE should be deemed as the loan (the “**Loan**”), which was lent to Mr. Xie Guomin and Mr. Shi Lixue by the WFOE.

(2) In order to further clarify the rights and obligations of the borrowers and the lender, Mr. Xie Guomin and Mr. Shi Lixue entered into a loan agreement (the “**Loan Agreement**”) with the WFOE on July 12, 2016. Mr. Xie Guomin, Ms. Wang Meiqi and the WFOE entered into a share transfer agreement and a Debt Assignment and Offset Agreement on August 20, 2019, pursuant to which Mr. Xie Guomin transferred the registered capital of the company held by him to Ms. Wang Meiqi. All parties thereof agreed that the loan under subsection (1) that the WFOE lent to Mr. Xie Guomin shall offset the share transfer payment that Ms. Wang Meiqi should pay to Mr. Xie Guomin. Ms. Wang Meiqi shall inherit all rights and obligations of Mr. Xie Guomin in the Loan Agreement. Ms. Wang Meiqi, Shenzhen Qianhai Daizheng Music Culture Co., Ltd. (the “**Borrower**”) and the WFOE entered into a share transfer agreement and a Debt Assignment and Offset Agreement on August 1, 2022, pursuant to which Ms. Wang Meiqi transferred the registered capital of the company held by her to the Borrower. All parties thereof agreed that the loan under subsection (1) that the WFOE lent to Ms. Wang Meiqi shall offset the share transfer payment that the Borrower should pay to Ms. Wang Meiqi. The Borrower shall inherit all rights and obligations of Ms. Wang Meiqi in the Loan Agreement. Mr. Shi Lixue, the Borrower and the WFOE entered into a share transfer agreement on December 5, 2022, pursuant to which Mr. Shi Lixue transferred the registered capital of the company held by him to the Borrower.

(3)Linzhi Lichuang Information Technology Co., Ltd. entered into a Subscription Agreement to subscribe the Company's increased registered capital on July 12, 2016.

(4)The Existing Shareholders currently are registered shareholders of the Company, lawfully and legally holding all the equity of the Company. As of the date of this Agreement, the amount of contribution of each Existing Shareholder in the registered capital is shown in Schedule A.

(5)The Existing Shareholders intends to transfer all the equity to the WFOE and/or any other entity or individual designated by the WFOE without prejudice to the PRC law, and the WFOE intends to accept such transfer.

(6)The Company intends to transfer its assets to the WFOE and/or any other entity or individual designated by the WFOE without prejudice to the PRC law, and the WFOE intends to accept such assets.

(7)The Existing Shareholders and the Company agree to irrevocably grant the exclusive Equity Call Option and Assets Call Option to the WFOE in order to complete the equity and assets transfer mentioned above. Without prejudice to the PRC law and according to the Equity Call Option and Assets Call Option, the Existing Shareholders or the Company shall transfer the Option Equity Interest and the Company Assets (defined as follows) to the WFOE and/or any other entity or individual designated by the WFOE according to this Agreement at the request of the WFOE.

(8)The Company agrees that the Existing Shareholders grant the Equity Call Option to the WFOE pursuant to this Agreement.

(9)The Existing Shareholders agree that the Company grants Assets Call Option to the WFOE pursuant to this Agreement.

Therefore, the Parties hereby agree as follows upon mutual negotiations:

#### Article 1 Definition

1.1 Unless otherwise required in the context, the following terms in this Agreement shall have the following meanings:

<b>"PRC Law"</b>	means the then effective laws, administrative regulations, administrative rules, local regulations, judicial interpretations and other binding regulatory documents of the PRC (excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Region).
<b>"Equity Call Option"</b>	means the option to purchase the equity interests in the Company granted by the Existing Shareholders to the WFOE pursuant to the terms and conditions of this



Agreement.

<b>“Assets Call Option”</b>	means the option to purchase any assets of the Company granted by the Company to the WFOE pursuant to the terms and conditions of this Agreement.
<b>“Option Equity Interest”</b>	means, in respect of each Existing Shareholder, the equity interest owned by it (including the additional equity interest obtained by it due to capital increase, share transfer or any other reasons) in the Registered Capital (defined as follows) of the Company, and in respect of all the Existing Shareholders, the 100% equity interests in the Registered Capital of the Company.
<b>“Registered Capital of the Company”</b>	means the registered capital of the Company as of the signing date of this Agreement, i.e., RMB26,068,822, and includes any increased registered capital within the term of this Agreement.
<b>“Transfer Equity Interests”</b>	means the equity interests which the WFOE or its designated entity or individual is entitled to purchase from all Existing Shareholders or any Existing Shareholder at the request of the WFOE upon its exercise of the Equity Call Option in accordance with Section 3 hereof, the amount of which may be all or part of the Option Equity Interest and shall be determined by the WFOE at its sole discretion in accordance with the then effective PRC Law and its commercial needs.
<b>“Transfer Assets”</b>	means the assets of the Company which the WFOE or its designated entity or individual is entitled to purchase from the Company at the request of the WFOE upon its exercise of the Assets Call Option in accordance with Section 3 hereof, the amount of which may be all or part of the assets of the Company and shall be determined by the WFOE at its sole discretion in accordance with the then effective PRC Law and its commercial needs.
<b>“Exercise”</b>	means the exercise of the Equity Call Option or Assets Call Option by the WFOE.
<b>“Transfer Price”</b>	means the aggregate consideration payable to the Existing Shareholders or the Company by the WFOE or its designated entity or individual for the Transfer Equity Interests or the Transfer Assets in each Exercise.
<b>“Operating Licenses”</b>	means any approvals, permits, filings or registrations

which are necessary for the lawful and effective operation by the Company of all its businesses, including but not limited to the Business License, the Audio & Video Service Permission, the Value-added Telecommunication Service Business License, and other relevant licenses and permits as required by the then effective PRC Law.

**“Company Assets”**

means all the tangible and intangible assets which the Company owns or is entitled to use within the term of this Agreement, including but not limited to any fixed assets, moveable assets and intellectual property, including trademarks, copyrights, patents, proprietary technology, domain names and software use rights, etc.

**“Material Agreement”**

means any agreement to which the Company is a party and which has material impact on the businesses or the assets of the Company, including but not limited to the Exclusive Technology Service Agreement entered into by and between the Company and the WFOE on July 12, 2016 and other material agreements relating to the business of the Company.

1.2 Any PRC Law referred to herein shall :

- (1) include the amendments, changes, supplements and reenactments thereto, irrespective of whether they take effect before or after the execution of this Agreement; and
- (2) include the references to other decisions, notices or regulations enacted in accordance therewith or which become effective as a result thereof.

1.3 Unless otherwise specified herein, all references to article, clause, item or paragraph shall refer to the relevant part hereof.

**Article 2 Grant of Equity Call Option and Assets Call Option**

2.1. The Existing Shareholders hereby severally and jointly agree to irrevocably and unconditionally grant an exclusive Equity Call Option to the WFOE, according to which the WFOE may, to the extent permitted under the PRC Law and subject to the terms and conditions of this Agreement, request the Existing Shareholders to transfer the Option Equity Interest to the WFOE or its designated entity or individual. The WFOE agrees to accept such Equity Call Option.

2.2. The Company hereby agrees to the grant of the Equity Call Option to the WFOE by the Existing Shareholders under Section 2.1 and other provisions of this Agreement.

2.3. The Company hereby agrees to irrevocably and unconditionally grant an exclusive

Assets Call Option to the WFOE, according to which the WFOE may, to the extent permitted under the PRC Law and subject to the terms and conditions of this Agreement, request the Company to transfer all or any of the Company Assets to the WFOE or its designated entity or individual. The WFOE agrees to accept such Assets Call Option.

2.4. The Existing Shareholders hereby severally and jointly agree to the grant of the Assets Call Option to the WFOE by the Company under Section 2.3 and other provisions of this Agreement.

### Article 3 Manner of Exercise of Options

3.1. Subject to the terms and conditions of this Agreement and to the extent permitted under the PRC Law, the WFOE shall have the sole discretion in deciding the schedule, manner and times of its Exercise.

3.2. Subject to the terms and conditions of this Agreement and to the extent permitted by the then effective PRC Law, the WFOE is entitled to request the Existing Shareholders to transfer all or part of the equity interests in the Company to the WFOE or its designated entity or individual at any time.

3.3. Subject to the terms and conditions of this Agreement and to the extent permitted by the then effective PRC Law, the WFOE is entitled to request the Company to transfer all or part of its assets to the WFOE or its designated entity or individual at any time.

3.4. In respect of the Equity Call Option, the WFOE has discretion to determine the amount of the Transfer Equity Interests to be transferred to the WFOE and/or its designated entity or individual from the Existing Shareholders in each Exercise, and the Existing Shareholders shall transfer the Transfer Equity Interests to the WFOE and/or its designated entity or individual respectively according to the amount as requested by the WFOE. The WFOE and/or its designated entity or individual shall pay the Transfer Price to the Existing Shareholders for transfer of the Transfer Equity Interests in each Exercise.

3.5. In respect of the Assets Call Option, the WFOE has discretion to determine the specific Transfer Assets to be transferred to the WFOE and/or its designated entity or individual from the Company, and the Company shall transfer the Transfer Assets to the WFOE and/or its designated entity or individual at the request of the WFOE. The WFOE and/or its designated entity or individual shall pay the Transfer Price to the Company for transfer of the Transfer Assets in each Exercise.

3.6. Upon each Exercise, the WFOE may request transfer of all or any part of the Transfer Equity Interests or the Transfer Assets to itself or any third party designated by it.

3.7. Upon its decision of each Exercise, the WFOE shall issue a notice to the Existing Shareholders or the Company, as case may be, on the exercise of the Equity Call Option or the Assets Call Option (the "Exercise Notice", the form of which is attached in [Schedule B](#) and [Schedule C](#) hereto). The Existing Shareholders or the

Company shall, upon receipt of the Exercise Notice, promptly transfer all the Transfer Equity Interests or the Transfer Assets to the WFOE and/or its designated entity or individual according to the Exercise Notice and in such manner as provided under Section 3.4 or Section 3.5 of this Agreement.

#### Article 4 Transfer Price

4.1 In respect of the Equity Call Option, in each Exercise, the Transfer Price that WFOE or its designated entity or individual shall pay to the respective Existing Shareholders shall be the amount in proportion to their respective contributions to the Registered Capital of the Company. For the avoidance of doubt, WFOE may, in accordance with Article 4.3 of the Loan Agreement, pay to the Borrower relevant Transfer Price payable to such shareholder. Under this circumstance, without prejudice to the applicable law, WFOE shall purchase or designate a third party to purchase the equity held by the respective Existing Shareholders at the Transfer Price equal to the required repayment amount. The proportion of the equity purchased by WFOE accounting for the equity then held by the respective Existing Shareholders shall be the same as the proportion of the required repayment amount accounting for the total outstanding amount of the respective Existing Shareholders under the Loan Agreement.

4.2 In respect of the Assets Call Option, in each Exercise, WFOE or its designated entity or individual shall pay the Company the net book value of the relevant assets. Under this circumstance, without prejudice to the applicable law, all the purchase price obtained by the Company shall be used as the directional dividends paid to the Borrower. Then the Borrower shall use all these dividends to repay the loan under the Loan Agreement. The proportion of the purchased assets accounting for the total assets of the Company shall be the same as the proportion of the required repayment amount accounting for the total outstanding amount of the respective Existing Shareholders under the Loan Agreement.

4.3 If relevant PRC Law then applicable to the WFOE's Exercise of Equity Call Option or Assets Call Option requires to make assess evaluation of the equity or assets to be transferred or makes restrictions on the transfer price of the equity or assets to be transferred, WFOE, the Existing Shareholders and the Company agree that the Transfer Price shall be the lowest price permitted by the PRC Law. If the lowest price permitted by the PRC Law is higher than the corresponding capital contribution of the transfer equity and/or the net book value of the purchased assets, the Existing Shareholders and/or the Company shall pay all the remaining of the excess amount to WFOE after deducting all the taxes and fees required by the applicable PRC Law.

#### Article 5 Representations and Warranties

5.1 The Existing Shareholders hereby severally and not jointly represent and warrant as follows, except for the disclosure of Schedule A:

5.1.1 If the Existing Shareholder is a natural person, he/she is a PRC citizen with full capacity, having full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act as

an independent legal subject of litigation. If the Existing Shareholder is not a natural person, it is a legal entity validly established and lawfully existing under the laws of the PRC, having full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act as an independent legal subject of litigation.

5.1.2 Each of the Existing Shareholders has full power and authority to execute, deliver and perform this Agreement and all the other documents to be entered into by them which are related to the transaction contemplated hereunder, as well as to consummate the transaction hereunder.

5.1.3 This Agreement is duly and lawfully executed and delivered by the Existing Shareholders and shall constitute legal, valid and binding obligations to them, which shall be enforceable against them in accordance with the terms herein.

5.1.4 The Existing Shareholders are the registered legal owners of the Option Equity Interest as of the date hereof, and the Option Equity Interest is free and clear of any liens, pledges, claims, other encumbrances or third party interests, except for the pledge rights created by the Equity Interest Pledge Agreements dated December 5, 2022, and the proxy rights created by the Voting Trust Agreement dated December 5, 2022, among the Company, the WFOE and the respective Existing Shareholders. Pursuant to this Agreement, the WFOE and/or its designated entity or individual can, upon the Exercise, obtain ownership of the Transfer Equity Interests free and clear of any liens, pledges, claims, other encumbrances or third party right.

5.2. The Company hereby represents and warrants as follows:

5.2.1 The Company is a limited liability company duly registered and validly existing under PRC Law with an independent corporate legal person status. The Company has full and independent legal status and legal capacity to execute, deliver and perform this Agreement and can act as an independent party in any lawsuits.

5.2.2 The Company has full power and authority to execute, deliver and perform this Agreement and all other documents relating to the transaction contemplated herein which are to be executed by it, and it has full power and authority to consummate the transaction contemplated herein.

5.2.3 This Agreement is duly and lawfully executed and delivered by the Company and shall constitute legal, valid and binding obligations to it.

5.2.4 The Company Assets are free and clear of any liens, mortgages, claims, other encumbrances or third party rights. Pursuant to this Agreement, upon the Exercise, the WFOE and/or any of its designated entity or individual is/are entitled to the good ownership of the Company Assets free from any liens, mortgages, claims, any other security interests and third party rights.

5.2.5 The Existing Shareholders are the registered legal owners of the Option Equity Interest as of the date hereof, aggregately holding 100% equity of the Company. The Option Equity Interest is free and clear of any liens, pledges, claims, other encumbrances or third party interests, except for the pledge rights created by the Equity Interest Pledge Agreements dated December 5, 2022, and the proxy rights created by the Voting Trust Agreement dated December 5, 2022, among the Company, the WFOE and the respective Existing Shareholders. Pursuant to this Agreement, the WFOE and/or its designated entity or individual can, upon the Exercise, obtain ownership of the Transfer Equity Interests free and clear of any liens, pledges, claims, other encumbrances or third party right.

5.3. The WFOE hereby represents and warrants as follows:

5.3.1 It is a wholly foreign-owned enterprise duly incorporated and validly existing under PRC Law with an independent legal person status, and has full and independent legal status and legal capacity to execute, deliver and perform this Agreement and can act as an independent party in any lawsuits.

5.3.2 It has full power and authority to execute, deliver and perform this Agreement and all other documents relating to the transaction contemplated herein which are to be executed to it, and it has full power and authority to consummate the transaction contemplated herein.

5.3.3 This Agreement is duly and lawfully executed and delivered by WFOE and shall constitute legal, valid and binding obligations to it.

#### **Article 6 Undertakings by the Existing Shareholders**

Each of Existing Shareholders hereby severally and not jointly undertakes as follows:

6.1 During the term of this Agreement, without prior written consent of the WFOE, each of Existing Shareholders:

6.1.1 Shall not transfer or otherwise dispose of any Option Equity Interest or create any encumbrances or third party interests upon any Option Equity Interest;

6.1.2 Shall not increase or reduce the Registered Capital of the Company, or cause or agree to the merger of the Company with any other entities;

6.1.3 Shall not dispose of, or procure the management of the Company to dispose of, any material Company Assets or create any encumbrances or third party interests upon any Company Assets;

6.1.4 Shall not, and shall procure the management of the Company not to, terminate any Material Agreement to which the Company is a party, or enter into any other agreements which are in conflict with the existing Material Agreements;

6.1.5 Shall not appoint or dismiss any director, supervisor or any other management of the Company whom shall be appointed or dismissed by the Existing Shareholders;

6.1.6 Shall not procure the Company to declare or distribute any distributable profits, dividends or other distributions;

6.1.7 Shall not vote in favor of the Company's termination, liquidation or dissolution;

6.1.8 Shall not vote in favor of amending the association of the Company;

6.1.9 Shall not vote in favor of the Company to lend or borrow any loan, or provide guarantee or other forms of security arrangements, or assume any material obligations except for those occur during the ordinary course of business.

6.2 During the term of this Agreement, each of the Existing Shareholders shall not engage in any actions or omissions which may affect the validity of the Operating Licenses.

6.3 Upon issuance of the Exercise Notice by the WFOE, each of Existing Shareholders:

6.3.1 Shall immediately convene shareholders' meeting to adopt a resolution and take any other necessary actions, to approve the transfer of all of the Transfer Equity Interests or Transfer Assets at the Transfer Price by the Existing Shareholders or the Company to the WFOE and/or its designated entity or individual, as well as waive its right of first refusal, if any;

6.3.2 Shall transfer all of the Transfer Equity Interests at the Transfer Price under the Article 4 to the WFOE and/or its designated entity or individual by entering into an equity transfer agreement with the WFOE and/or its designated entity or individual immediately, and at the request of the WFOE and subject to relevant laws and regulations, provide necessary support to the WFOE (including provide and execute all relevant legal documents, process all procedure for governmental approvals and registrations and assume all relevant obligations) for acquisition of all the Transfer Equity Interests by the WFOE and/or its designated entity or individual, free and clear of any legal defects, any encumbrances, third party interests, or any other restrictions on the Transfer Equity Interests.

6.4 If the aggregated Transfer Price received by any of the Existing Shareholders from transfer of its Transfer Equity Interests exceeds its contribution to the Registered Capital of the Company, or such Existing Shareholder receives any profits, dividends or other distributions distributed by the Company, such Existing Shareholder agrees to waive the excessive portion of the Transfer Price and any such profits, dividends or distributions (with tax and fees being deducted) to the extent permitted by PRC Law, and the WFOE is entitled to such excessive portion of the Transfer Price and such profits, dividends or distributions. The Existing

Shareholders shall instruct relevant transferee or the Company to wire the above gains to a bank account designated by the WFOE.

#### **Article 7 Undertakings by the Company**

7.1 The Company undertakes as follows:

7.1.1 In the event the execution and performance of this Agreement and the grant of the Equity Call Option or the Assets Call Option hereunder is subject to any third party's consents, approvals, waivers, licenses, or any approvals, permits, waivers, registrations or filings from or with governmental authorities (as required by the laws), the Company shall make best efforts to assist in the above procedure.

7.1.2 Without prior written consent of the WFOE, the Company shall not assist or permit the Existing Shareholders to transfer or dispose of any Option Equity Interest or create any encumbrances or other third party interest upon the Option Equity Interest.

7.1.3 Without prior written consent of the WFOE, the Company shall not transfer or otherwise dispose of any material Company Assets or create any encumbrances or other third party interest upon any Company Assets.

7.1.4 It shall not take or allow any acts or actions which could have adverse effect upon the interests of the WFOE under this Agreement, including but not limited to any acts or actions as restricted under Section 6.1 hereof.

7.2 The Company undertakes that upon issuance of the Exercise Notice by the WFOE:

7.2.1 It shall immediately procure the Existing Shareholders to convene shareholders' meeting to adopt a resolution and take any other necessary actions, to approve the transfer of all of the Transfer Assets at the Transfer Price by the Company to the WFOE and/or its designated entity or individual;

7.2.2 It shall transfer all of the Transfer Assets at the Transfer Price to the WFOE and/or its designated entity or individual by entering into an assets transfer agreement with the WFOE and/or its designated entity or individual immediately, and at the request of the WFOE and subject to relevant laws and regulations, procure the Existing Shareholders to provide necessary support to the WFOE (including provide and execute all relevant legal documents, process all procedure for governmental approvals and registrations and assume all relevant obligations) for acquisition of all the Transfer Assets by the WFOE and/or its designated entity or individual, free and clear of any legal defects, any encumbrances, third party interests, or any other restrictions on the Company Assets.

#### **Article 8 Confidentiality**

8.1 Notwithstanding the termination of this Agreement, each Party shall keep



confidential all of the business secrets, proprietary information, customer information as well as any other information of confidential nature it receives from the other Parties in connection with the execution and performance of this Agreement (collectively referred to as the “**Confidential Information**”). Without prior written consent of the disclosing party of the Confidential Information or unless required by relevant laws and regulations or requirements of the stock exchange on which a Party’s affiliate is listed, any Party receiving the Confidential Information shall not disclose any such Confidential Information to any other third party, or use any such Confidential Information directly or indirectly for any purpose other than for the performance of this Agreement.

8.2 The following information shall not constitute the Confidential Information:

- (a) Any information which, as shown by written evidence, has previously been known to the receiving Party by way of legal means;
- (b) Any information which enters the public domain other than as a result of a fault of the receiving Party; or
- (c) Any information lawfully acquired by the receiving Party from another source subsequent to the receipt of relevant information.

8.3 The receiving party may disclose Confidential Information to its relevant employees, agents or professionals engaged by it, provided that such receiving party shall ensure that the aforesaid persons are subject to the terms and conditions of this Agreement and the receiving party shall be liable for any liabilities arising from breach of the terms and conditions hereof by the aforesaid persons.

8.4 Notwithstanding any other provisions herein, the validity of this Section 8 shall survive the termination of this Agreement.

#### **Article 9 Term of This Agreement**

This Agreement shall become effective as of the date of the execution by the Parties. This Agreement is the final agreement reached between the Parties on the exclusive option and relevant issues which shall supersede any and all prior consultations, negotiations or discussions, representations, memorandum, agreements or other documents (including but not limited to the Exclusive Option Agreement entered into by and among the Company, the WFOE, Shenzhen Qianhai Daizheng Music Culture Co., Ltd., Mr. Shi Lixue and Linzhi Lichuang Information Technology Co., Ltd. on August 1, 2022). In case of any conflict, contradiction or inconsistency, this Agreement shall prevail. This Agreement shall remain valid until all of the Option Equity Interest and the Company Assets have been lawfully transferred to the WFOE and/or its designated entity or individual in accordance with the provisions hereof.

#### **Article 10 Notice**

10.1 Any notice, request, demand and other correspondences as required by or made in accordance with this Agreement shall be delivered to the relevant Party in writing.

10.2 The above notice or other correspondences shall be deemed to have been delivered upon delivery when it is transmitted by facsimile or telex, or upon handed over to the receiver when it is delivered in person, or on the fifth (5) day after posting when it is delivered by mail, or on the date of receipt by the recipient if by express delivery. However, if the notice is returned due to the recipient's fault or the recipient's refusal to sign, the notice is deemed delivered on the date when the notice is returned. In case of simultaneous delivery in any of the above forms, the earliest deemed time of delivery shall prevail.

#### Article 11 Default Liabilities

11.1 The Parties agree and acknowledge that if any Party (the "Defaulting Party") breaches any provision hereunder, or fails to perform or delays in performing any obligations hereunder, such breach, failure or delay shall constitute a default hereunder (the "Default") and that in such event, the non-defaulting Party/Parties shall have the right to demand the Defaulting Party to cure such Default or take remedial measures within a reasonable time. If the Defaulting Party fails to cure such Default or take remedial measures with such reasonable time or within ten (10) days of the non-defaulting party notifying the Defaulting Party in writing and requesting it to cure such Default, the non-defaulting party may elect, in its (their) discretion, to do the following:

11.1.1 If the Defaulting Party is any of the Existing Shareholders or the Company, the WFOE shall have the right to terminate this Agreement and claim the Defaulting Party to indemnify the damages. For the avoidance of doubt, the responsibility of Existing Shareholders or the responsibility between the Existing Shareholders and the Company is independent, and any Existing Shareholder does not bear any joint liability for any obligation or responsibility of the other Existing Shareholders or Company;

11.1.2 If the Defaulting Party is the WFOE, the non-defaulting Party has right to claim the Defaulting Party to indemnify the damages, provided that in no event shall the non-defaulting Party have the right to terminate or rescind this Agreement, except that the contrary is provided by the law.

11.2 Notwithstanding any other provisions herein, the effectiveness of this Article shall survive the termination of this Agreement.

#### Article 12 Miscellaneous Provisions

12.1 This Agreement is made in Chinese in four(4) originals with each Party hereof retaining one (1) copy.

12.2 The execution, effectiveness, performance, amendment, interpretation and termination of this Agreement shall be governed by PRC laws.

### 12.3 Dispute Resolutions

(a) Any dispute arising out of or in relation to this Agreement, the Parties shall first resolve the dispute through friendly negotiation. The requesting party shall notify the other party of the dispute and explain the nature of the dispute by overloading the date notice. If the Parties fail to reach an agreement regarding such a dispute within thirty (30) days of its occurrence, any Party is entitled to submit such dispute to the China International Economic and Trade Arbitration Commission (the "CIETAC") for arbitration in Beijing in accordance with the then effective arbitration rules thereof and the arbitration award shall be final and binding.

(b) The arbitration tribunal shall consist of three (3) arbitrators, of whom the two parties have the right to appoint one (1) each. The third arbitrator (3rd) should be appointed jointly by the two sides. If the party shall not be able to reach an agreement on the joint designation of the third arbitrator, he/she should be appointed by the director of the Arbitration Committee. The third arbitrator shall be the chief arbitrator of the arbitration tribunal.

(c) In making an arbitration award, the arbitrator shall take into account the intention of the Parties which may be determined in accordance with this Agreement.

(d) The arbitration award made according to the Article 12.3 in writing should be final and binding. The parties shall do their utmost to ensure that any such arbitration award is duly executed and to provide any necessary assistance thereto.

(e) The aforesaid provisions of the Article 12.3 shall not prevent the party concerned from applying for any pre suit protection or prohibition remedy available for any reason, including but not limited to the enforcement of subsequent enforcement of the arbitration tribunal.

12.4 Any rights, powers and remedies entitled to any Party by any provision herein shall not preclude any other rights, powers and remedies entitled to such Party in accordance with laws and other provisions under this Agreement, and a Party's exercise of any of its rights, powers and remedies shall not preclude its exercise of other rights, powers and remedies.

12.5 No failure or delay by a Party to exercise any of its rights, powers and remedies hereunder or in accordance with laws (the "Rights") shall be construed as a waiver of such Rights, and the waiver of any single or partial exercise of the Rights shall not preclude its exercise of such Rights in any other way or its exercise of other Rights.

12.6 The headings of the sections herein are for reference only, and in no circumstances shall such headings be used in or affect the interpretation of the provisions hereof.

12.7 Each provision contained herein shall be severable and independent from other provisions. If at any time one or several provisions herein shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions herein shall not be affected thereby.

12.8 This Agreement, upon its execution, supersedes any other legal documents executed by the Parties with respect to the same subject hereof. Any amendments or supplements to this Agreement shall be in writing and shall become effective upon duly execution by the Parties hereto.

12.9 No Party shall assign any of its rights and/or obligations hereunder to any third parties without prior written consent from other Parties.

12.10 This Agreement shall be binding on the legal transferees or successors of the Parties.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Yeelion Online Network Technology (Beijing) Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Yeelion Online Network Technology (Beijing) Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreement*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Beijing Kuwo Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Beijing Kuwo Technology Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreement*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Shenzhen Qianhai Daizheng Music Culture Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Shenzhen Qianhai Daizheng Music Culture Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreement*

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Exclusive Option Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Linzi Lichuang Information Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Linzi Lichuang Information Technology Co., Ltd.*

*Signature page to Exclusive Option Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreement*

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Schedule A

Basic information of the Company

Company Name: Beijing Kuwo Technology Co., Ltd.  
Registered Address: B-207-161, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing  
Registered Capital: RMB 26,068,822 Yuan  
Shareholding Structure:

#	Shareholder's Name	Identification No. / Registration No.	Registered Capital (RMB/Yuan)	Shareholding Percentage
1	Shenzhen Qianhai Daizheng Music Culture Co., Ltd.	91440300MA5GDLLP7X	10,000,000	38.36%
2	Linzi Lichuang Information Technology Co., Ltd.	91540400MA6T10ME4F	16,068,822	61.64%
			<b>26,068,822</b>	<b>100.00%</b>

*Schedule A to Exclusive Option Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreement*

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**Schedule B**

**Form of the Exercise Notice**

To: [name of the Existing Shareholders]

In view of the Exclusive Option Agreement dated as of [ ], 20[ ] (the "**Option Agreement**") entered into by and among the undersigned, Beijing Kuwo Technology Co., Ltd. ("**the Company**") and [name of the Existing Shareholders], pursuant to which you shall, upon request by us and to the extent permitted by the PRC laws and regulations, transfer the equity interests of the Company held by you to us or any third party designated by us.

Therefore, we hereby issue this notice to you as follows:

We hereby request the exercise of the Equity Call Option under the Option Agreement and that the [ ]% equity interests of the Company held by you (the "**Proposed Transferred Equity**") be transferred to us/ [name of the designated entity/individual]. You are required to promptly transfer all the Proposed Transferred Equity to us/ [name of the designated entity/individual] upon receipt of this notice in accordance with the terms of the Option Agreement.

Yours faithfully,

**Yeelion Online Network Technology (Beijing) Co., Ltd.**  
(Company Chop)

Authorized Representative:  
Date:

*Schedule B to Exclusive Option Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreement*

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Schedule C

Form of the Exercise Notice

To: Beijing Kuwo Technology Co., Ltd. (the "Company")

In view of the Exclusive Option Agreement dated as [ \* ], 20[ \* ] (the "Option Agreement") entered into by and among the undersigned, the Company and all the shareholders of the Company at that time, pursuant to which the Company shall, upon request by us and to the extent permitted by the PRC laws and regulations, transfer the assets of the Company to us or any third party designated by us.

Therefore, we hereby issue this notice to the Company as follows:

We hereby request the exercise of the Assets Call Option under the Option Agreement and that the assets of the Company as listed in the schedule attached hereto (the "Proposed Transferred Assets") be transferred to us/ [name of the designated entity/individual]. You are required to promptly transfer all the Proposed Transferred Assets to us/ [name of the designated entity/individual] upon receipt of this notice in accordance with the terms of the Option Agreement.

Yours faithfully,

**Yeelion Online Network Technology (Beijing) Co., Ltd.**  
(Company seal)

Authorized Representative:

Date:

*Schedule C to Exclusive Option Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreement*

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**Voting Trust Agreement**

**Of**

**Beijing Kuwo Technology Co., Ltd.**

**By and Among**

**All the shareholders listed in Schedule A**

**Yeelion Online Network Technology (Beijing) Co., Ltd.**

**and**

**Beijing Kuwo Technology Co., Ltd.**

**December 5, 2022**

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### Voting Trust Agreement

This Voting Trust Agreement (the "**Agreement**") is entered into on December 5, 2022 by and among the following Parties:

1. **All the Shareholders Listed in Schedule A**, of which the information please see Schedule A.  
(All the shareholders listed in Schedule A separately and collectively referred to as the "**Each of Shareholders**");
2. Yeelon Online Network Technology (Beijing) Co., Ltd. (the "**WFOE**")  
Registered address: B-521-B062, 5/F, Building 2, 1 Nongda South Road, Haidian District, Beijing
3. Beijing Kuwo Technology Co., Ltd. (the "**Company**")  
Registered address: B-207-161, 2/F, Building 2, 1 Nongda South Road, Haidian District, Beijing

(In this Agreement, each Party shall be referred to as a "**Party**" respectively or as the "**Parties**" collectively.)

Whereas:

1. Each of Shareholders is the shareholder of the Company and hold 100% equity interests of the Company.
2. Each of Shareholders intend to respectively entrust the persons designated by the WFOE to exercise the voting rights they hold in the Company and the WFOE wishes to accept such entrustment through its designated persons.

The Parties agree as follows through friendly negotiation:

#### Article 1 Voting Rights Entrustment

1.1 Each of Shareholders hereby irrevocably undertake to, after execution of this Agreement, respectively sign the power of attorney to the substance and form set forth in Schedule B hereof, under which the person (the "**Trustee**") then designated by the WFOE shall have the power and authority to exercise the following rights respectively granted to Each of Shareholders as the shareholders of the Company according to the Article of Association of the Company (the "**Entrusted Rights**");

- (1) proposing to convene or attending shareholder meetings of the Company as the proxy of the Each of Shareholders, according to the Article of Association of the Company;
- (2) exercising the voting rights on behalf of the Each of Shareholder in respect of all matters subject to discussion and resolution at the shareholder meetings, including but not limited to the appointment and election of directors and other senior management members who should be appointed by the shareholders;

(3)other voting rights (including any other voting rights of shareholders conferred after the amendment of the Article of Association of the Company) vested in shareholders under the Articles of Association of the Company.

The precondition of the above authorization and entrustment is that the Trustee is a PRC citizen and the WFOE consents to such authorization and entrustment. When and only when a written notice is issued by the WFOE to Each of Shareholders with respect to the removal of the Trustee, Each of Shareholders shall immediately revoke the entrustment to the existing Trustee hereunder, and entrust any other PRC citizen then designated by the WFOE to exercise the Entrusted Rights in accordance with this Agreement, and the new power of attorney shall supersede the previous one once it is executed. Except for the above circumstances, Each of Shareholders shall not revoke the authorization and entrustment to the Trustee.

1.2The Trustee shall perform the entrusted obligation lawfully with diligence and duty of care within the authorization scope provided in this Agreement. Each of Shareholders shall accept and assume relevant liabilities for any legal consequences arising out of the exercise of the aforementioned Entrusted Rights.

1.3Each of Shareholders hereby acknowledge that the Trustee is not required to solicit the opinions of Each of Shareholders before exercising the Entrusted Rights. Nevertheless, the Trustee shall immediately notify Each of Shareholders after any resolution or proposal for convening an interim shareholder meeting is made.

#### **Article 2 Right of Information**

2.1For the purpose of exercising the Entrusted Rights under this Agreement, the Trustee shall have the right to be aware of the information regarding the operation, businesses, clients, financial affairs, employees of the Company and have access to relevant materials, while Each of Shareholders and the Company shall provide sufficient cooperation in this regard.

#### **Article 3 Exercise of Entrusted Rights**

3.1Each of Shareholders shall provide sufficient assistance to the Trustee for its exercise of the Entrusted Rights, including prompt execution of the resolutions of the shareholders' meeting made by the Trustee or other relevant legal documents when necessary (e.g., to satisfy the document submission requirements for the approval of, registration or filing with governmental authorities).

3.2If at any time within the term of this Agreement, the entrustment or exercise of the Entrusted Rights hereunder is unenforceable for any reason (except for the default by Each of Shareholders or the Company), the Parties shall immediately seek the alternative plan which is most similar to the unenforceable provision and, if necessary, enter into supplementary agreement to amend or adjust the provisions herein, so as to ensure the fulfillment of the purposes hereof.

#### **Article 4 Exemption and Indemnification**

4.1The Parties acknowledge that in no event shall the WFOE be liable to or be required

to compensate financially or in any other aspect, any other party or any third party for any exercise of the Entrusted Rights by the person designated by the WFOE.

4.2 Each of Shareholders and the Company agree to hold the WFOE harmless and compensate the WFOE for all losses suffered or likely to be suffered in connection with designating the Trustee to exercise the Entrusted Rights, including but not limited to, any loss resulting from any litigation, demand, arbitration or claim initiated by any third party, and any loss resulting from administrative investigation or penalty by governmental authorities. Nevertheless, losses suffered as a result of the intentional misconduct or gross negligence of the Trustee shall not be indemnified.

#### Article 5 Representations and Warranties

5.1 Each of Shareholders severally and not jointly represents and warrants as follows, except for the disclosure of Schedule A:

5.1.1 If the shareholder is a natural person, he/she is a PRC citizen with full capacity, has full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may act as an independent party in any lawsuit. If the shareholder is not a natural person, the shareholder shall promise and undertake that it is a limited liability company legally established and validly existing under the laws of the PRC and has an independent legal personality; each of them has complete and independent legal status and legal capacity to execute, deliver and perform this Agreement, and is independently a legal subject of litigation.

5.1.2 Each of them has full power and authority to execute and deliver this Agreement and all the other documents to be entered into by them which are related to the transaction contemplated hereunder, as well as to consummate the transaction hereunder. This Agreement shall be duly and lawfully executed and delivered by Each of Shareholders and shall constitute their legal, valid and enforceable obligations, enforceable against them in accordance with the provisions hereof.

5.1.3 Each of them is a legitimate shareholder of the Company recorded in the register of members at the time when this Agreement came into effect and the Entrusted Rights are not subject to any third party encumbrance, other than the encumbrance created under this Agreement as well as the Equity Interest Pledge Agreement and the Exclusive Option Agreement concluded by and among Each of Shareholders, the Company and the WFOE. In accordance with this Agreement, the Trustee may completely and fully exercise the Entrusted Rights according to the Articles of Association of the Company then in effect.

5.2 The WFOE and the Company severally represent and warrant as follows:

5.2.1 Each of them is a limited liability company duly registered and legally existing under the laws of PRC where it is registered and has independent legal personality; each of them has complete and independent legal status

and legal capacity to execute, deliver and perform this Agreement, and is independently a legal subject of litigation.

5.2.2 Each of them has complete power and authorization to execute and deliver this Agreement and all other documents that it will execute in relation to the transaction contemplated hereunder, and each of them has full power and authorization to complete the transaction contemplated hereunder.

5.3 The Company further represents and warrants as follows:

5.3.1 Each of Shareholders is legitimate shareholders of the Company recorded in the register of members at the time when this Agreement came into effect and collectively hold 100% equity interests of the Company. The Entrusted Rights are not subject to any third party encumbrance, other than the encumbrance created under this Agreement as well as the Equity Interest Pledge Agreement and the Exclusive Option Agreement concluded by and among each of Shareholders, the Company and the WFOE. In accordance with this Agreement, the Trustee may completely and fully exercise the Entrusted Rights according to the Articles of Association of the Company then in effect.

#### **Article 6 Term of Agreement**

6.1 Subject to Articles 6.3 and 6.4 of this Agreement, this Agreement shall take effect as of the date upon execution. The term of this Agreement is twenty (20) years after becoming effective, unless all the Parties agree in writing to early termination or this Agreement is terminated pursuant to Article 9.1 hereunder. This Agreement shall be automatically renewed for one (1) year after the expiration of the term of this Agreement unless the WFOE informs all the other Parties not to renew thirty (30) days in advance of the expiration of this Agreement, and so forth.

6.2 This Agreement is the final agreement reached between the Parties on the entrustment of voting rights and relevant issues which shall supersede any and all prior consultations, negotiations or discussions, representations, memorandum, agreements or other documents (including but not limited to the Exclusive Option Agreement entered into by and among the Company, the WFOE and relevant existing shareholders on August 1, 2022.) In case of any conflict, contradiction or inconsistency, this Agreement shall prevail.

6.3 The Company or the WFOE shall, if necessary, within three (3) months prior to the expiration of their respective business licenses, complete the approval and registration procedures for extending the business licenses to ensure the effectiveness of this Agreement.

6.4 If any of Each of Shareholders transfers all equity interests it holds in the Company upon prior consent of the WFOE, such Party shall cease to act as a party of this Agreement, but the rights and undertakings of the other Parties shall not be adversely affected hereby.

6.5 If any of Each of Shareholders transfers all or part of the equity of the equity



interests it holds in the Company upon prior consent of the WFOE, unless otherwise informed by the WFOE in a written notice, the transferee or transferees agree to inherit and fulfill such current shareholder or shareholders' full responsibility, obligation and commitment under this Agreement. The other shareholders shall ensure the transferred equity interests to satisfy the above conditions and refuse to take any actions (including but not limit to pass relevant company resolutions, update the register of members and manage the governmental approval and registration changing procedures) to facilitate or corporate the equity transfer otherwise.

#### Article 7 Notices

7.1 Any notice, request, demand and other correspondences required by or made in accordance with this Agreement shall be in writing and delivered to the relevant Party.

7.2 The above notice or other correspondences shall be deemed as delivered (i) when it is transmitted by facsimile or telex, or (ii) upon handed over to the receiver when it is delivered in person, or (iii) upon the fifth (5) day after posting when it is delivered by mail, or (iv) on the date of receipt by the recipient if by express delivery. However, if the notice is returned due to the recipient's fault or the recipient's refusal to sign, the notice is deemed delivered on the date when the notice is returned. In case of simultaneous delivery in any of the above forms, the earliest deemed time of delivery shall prevail.

#### Article 8 Confidentiality

8.1 Regardless of whether this Agreement is terminated, each Party shall maintain strictly confidential all business secrets, proprietary information, client information and all the other information of confidential nature, in relation to other Parties and obtained during the formulation and performance of this Agreement (the "**Confidential Information**"). Each receiving Party shall not disclose to any third party any Confidential Information, except with prior written consent of the Party providing such information or in circumstances where such information must be disclosed to third parties according to relevant laws, regulations or listing requirements. Each receiving Party shall not use or indirectly use any Confidential Information except for the purpose of performing this Agreement.

8.2 Confidential Information does not include the following:

- (a) information that the receiving Party has previously known by lawful means, as supported by written evidence;
- (b) information that enters public domain without the receiving Party's fault; or
- (c) information received by other lawful means after the receiving Party receive Confidential Information.

8.3 The receiving Party may disclose Confidential Information to its relevant employees, agents or professionals it employs, but the receiving Party shall ensure

that all such persons comply with relevant terms and conditions of this Agreement and the receiving Party shall be responsible for any damages or consequences caused by the aforementioned persons in violation of the relevant terms and conditions of this Agreement.

8.4 Notwithstanding other provisions of this Agreement, the effectiveness of this Article shall survive the termination of this Agreement.

#### **Article 9 Default Liability**

9.1 The Parties agree and acknowledge that if any Party (the "**Defaulting Party**") breaches any provision hereunder, or fails to perform or delays in performing any obligations hereunder, such breach, failure or delay shall constitute a default hereunder (the "**Default**") and that in such event, the non-defaulting Party/Parties (the "**Non-Defaulting Party**") shall have the right to demand the Defaulting Party to cure such Default or take remedial measures within a reasonable time. If the Defaulting Party fails to cure such Default or take remedial measures with such reasonable time or within ten (10) days of the Non-Defaulting Party notifying the Defaulting Party in writing and requesting it to cure such Default, the Non-Defaulting Party may elect, in its (their) discretion, to do the following:

9.1.1 If the Defaulting Party is any of Each of Shareholders or the Company, the WFOE shall have the right to terminate this Agreement and claim the Defaulting Party to indemnify the damages. In order to avoid doubt, the responsibility of shareholders or the responsibility between the shareholders and the Company is independent, and the shareholders do not bear any joint liability for any obligation or responsibility of the other existing shareholders or the Company.

9.1.2 If the Defaulting Party is the WFOE, the Non-defaulting Party has right to claim the Defaulting Party to indemnify the damages, provided that in no event shall the Non-defaulting Party have the right to terminate or rescind this Agreement, except that the contrary is provided by the law.

9.2 Notwithstanding any other provisions herein, the effectiveness of this Article shall survive the suspension or termination of this Agreement.

#### **Article 10 Miscellaneous Provisions**

10.1 This Agreement is made in Chinese in four (4) originals with each Party hereof retaining one (1) copy. The Parties specifically agree that the Agreement restored in PDF format sent by emails from the Parties is regarded as original and can be used separately as evidence for the establishment and validation of this Agreement.

10.2 The execution, effectiveness, performance, amendment, interpretation and termination of this Agreement shall be governed by PRC laws.

10.3 Dispute Resolutions

(a) Any dispute arising out of or in relation to this Agreement, the Parties shall first

resolve the dispute through friendly negotiation (the "**Dispute**"). The requesting party shall notify the other party of the Dispute and explain the nature of the Dispute by overloading the date notice. If the Parties fail to reach an agreement regarding such a Dispute within thirty (30) days of its occurrence, any Party is entitled to submit such Dispute to the China International Economic and Trade Arbitration Commission (the "**CIETAC**") for arbitration in Beijing in accordance with the then effective arbitration rules thereof and the arbitration award shall be final and binding.

(b)The arbitration tribunal shall consist of three (3) arbitrators, of whom the two parties have the right to appoint one (1) each. The third arbitrator (3rd) should be appointed jointly by the two sides. If the party shall not be able to reach an agreement on the joint designation of the third arbitrator, he/she should be appointed by the director of the Arbitration Committee. The third arbitrator shall be the chief arbitrator of the arbitration tribunal.

(c)In making an arbitration award, the arbitrator shall take into account the intention of the Parties which may be determined in accordance with this Agreement.

(d)The arbitration award made according to the Article10.3 in writing should be final and binding. The parties shall do their utmost to ensure that any such arbitration award is duly executed and to provide any necessary assistance thereto.

(e)The aforesaid provisions of the Article 10.3 shall not prevent the party concerned from applying for any pre suit protection or prohibition remedy available for any reason, including but not limited to the enforcement of subsequent enforcement of the arbitration tribunal.

10.4Any rights, powers and remedies entitled to any Party by any provision herein shall not preclude any other rights, powers and remedies entitled to such Party in accordance with laws and other provisions under this Agreement, and a Party's exercise of any of its rights, powers and remedies shall not preclude its exercise of other rights, powers and remedies.

10.5No failure or delay by a Party to exercise any of its rights, powers and remedies hereunder or in accordance with laws (the "**Rights**") shall be construed as a waiver of such Rights, and the waiver of any single or partial exercise of the Rights shall not preclude its exercise of such Rights in any other way or its exercise of other Rights.

10.6The headings of the sections herein are for reference only, and in no circumstances shall such headings be used in or affect the interpretation of the provisions hereof.

10.7Each provision contained herein shall be severable and independent from other provisions. If at any time one or several provisions herein shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions herein shall not be affected thereby.

10.8 Any amendments or supplements to this Agreement shall be in writing and shall become effective upon duly execution by the Parties hereto.

10.9 No Party shall assign any of its rights and/or obligations hereunder to any third parties without prior written consent from other Parties.

10.10 This Agreement shall be binding on the legal successors of the Parties.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Yeelion Online Network Technology (Beijing) Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Yeelion Online Network Technology (Beijing) Co., Ltd.*

*Signature page to Voting Trust Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Beijing Kuwo Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Beijing Kuwo Technology Co., Ltd.*

*Signature page to Voting Trust Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Shenzhen Qianhai Daizheng Music Culture Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Shenzhen Qianhai Daizheng Music Culture Co., Ltd.*

*Signature page to Voting Trust Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

---

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

We have executed the execution page of the Voting Trust Agreement in respect of the Controlling Agreements of Beijing Kuwo Technology Co., Ltd., dated December 5, 2022 in four (4) counterparts.

**Linzi Lichuang Information Technology Co., Ltd.**  
(Company Chop)

*Signed: /s/ Seal of Linzi Lichuang Information Technology Co., Ltd.*

*Signature page to Voting Trust Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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**Schedule A: List of Shareholders**

#	Shareholder's Name	Identification No. / Registration No.	Registered Capital (RMB/Yuan)	Shareholding Percentage
1	Shenzhen Qianhai Daizheng Music Culture Co., Ltd.	91440300MA5GDLLP7X	10,000,000	38.36%
2	Linzhi Lichuang Information Technology Co., Ltd.	91540400MA6T10ME4F	16,068,822	61.64%
			<b>26,068,822</b>	<b>100.00%</b>

*Schedule A to Voting Trust Agreement  
of Beijing Kuwo Technology Co., Ltd. Controlling Agreements*

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**Schedule B: Power of Attorney**

**Power of Attorney**

This Power of Attorney (the "**Power of Attorney**") is signed by [ ] (PRC Identification No.: [ ]) on [ ], 20\_\_ to authorize [ ] (PRC Identification No.: [ ]) (the "**Trustee**").

The undersigned, [ ], grants to the Trustee a general trust authorizing the Trustee to exercise, as my trustee and on my behalf, the following rights enjoyed by me in the capacity as a shareholder of Beijing Kuwo Technology Co., Ltd. (the "**Company**") :

- (1)proposing to convene or attending shareholder meetings of the Company pursuant to its article of association as my proxy;
- (2)exercising the voting rights on behalf of myself in respect of all matters subject to discussion and resolution at the shareholder meetings, including but not limited to the appointment and election of directors and other senior management members who should be appointed by the shareholders;
- (3)other voting rights, including any other voting rights of shareholders conferred under the articles of association of the Company after it has been amended.

I hereby irrevocably confirm that, unless Yeeclon Online Network Technology (Beijing) Co., Ltd. (the "**WFOE**") serves me a written notice to replace the Trustee, this Power of Attorney will be valid until the expiry or early termination of the Shareholders' Voting Trust Agreement dated [ ], 20\_\_ by and among the WFOE, the Company and Each of Shareholders.

It is hereby authorized.

[ ]

By: [ ]

Date: [ ], 20\_\_

### Debt Assignment and Offset Agreement

This Debt Assignment and Offset Agreement (the "**Agreement**") is entered into on August 1, 2022, by and among Wang Meiqi (PRC Identification number: [ ]) (the "**Transferor**"), and Shenzhen Qianhai Daizheng Music Culture Co., Ltd. (Unified Social Credit Code: 91440300MA5GDLLP7X) (the "**Transferee**"), and Yeelion Online Network Technology (Beijing) Co., Ltd. (the "**WFOE**").

**Whereas**, Wang Meiqi and Shenzhen Qianhai Daizheng Music Culture Co., Ltd. entered into a share transfer Agreement on August 1, 2022 (the "**Share Transfer Agreement**"), pursuant to which the Transferor shall transfer 23.02% equity interests held by her of Beijing Kuwo Technology Co., Ltd. (the "**VIE Company**") (the "**Target Equity**", which equals to RMB 6,000,000 of the registered capital of the VIE Company) to the Transferee. Pursuant to the Share Transfer Agreement, the consideration of the Target Equity is RMB 6,000,000 (the "**Transfer Price**").

**Whereas**, Xie Guomin and Shi Lixue entered into a Loan Agreement with the WFOE on July 12, 2016 (the "**Loan Agreement**"), pursuant to which the WFOE lent RMB 6,000,000 (the "**Loan**") to Xie Guomin. Wang Meiqi, Xie Guomin and the WFOE entered into a Debt Assignment and Offset Agreement on August 20, 2019, pursuant to which Wang Meiqi shall inherit all rights and obligations of Xie Guomin in the Loan Agreement.

**In view of above**, the parties agree as follows:

- 1.The Transferor agrees to transfer her obligation to pay the Loan (including relevant interests) to the Transferee and the Transferee agrees to inherit the obligation to pay the Loan (including relevant interests). As the consideration that the Transferee agrees to inherit the obligation to pay the Loan (including relevant interests), the portion of the Transfer Price equal to the Loan (including relevant interests) that the Transferee shall pay to the Transferor, shall be deemed paid. When this Agreement comes into effect, the Transferee shall replace the Transferor and become the borrower under the Loan Agreement and the Transferee shall pay the Loan (including relevant interests) pursuant to the Loan Agreement and fulfill other obligations thereunder.
- 2.The WFOE, as the creditor of the Loan, agrees the assignment of the debt under Article 1 hereof.
- 3.This agreement shall come into force automatically upon the effective date of the Share Transfer Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

I have executed the execution page of the Debt Assignment and Offset Agreement dated August 1, 2022 in three (3) counterparts.

**Transferor: Wang Meiqi**

*Signed: /s/ Wang Meiqi*

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We have executed the execution page of the Debt Assignment and Offset Agreement dated August 1, 2022 in three (3) counterparts.

**Transferee: Shenzhen Qianhai Daizheng Music Culture Co., Ltd. (Seal)**

*Signed: /s/ Seal of Shenzhen Qianhai Daizheng Music Culture Co., Ltd.*

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We have executed the execution page of the Debt Assignment and Offset Agreement dated August 1, 2022 in three (3) counterparts.

**Yeelion Online Network Technology (Beijing) Co., Ltd. (Seal)**

*Signed: /s/ Seal of Yeelion Online Network Technology (Beijing) Co., Ltd.*

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## List of Significant Subsidiaries and VIEs

Significant Subsidiaries	Place of Incorporation
Tencent Music Entertainment Hong Kong Limited	Hong Kong
Tencent Music (Beijing) Co., Ltd.	PRC
Yeeclion Online Network Technology (Beijing) Co., Ltd.	PRC
Tencent Music Entertainment Technology (Shenzhen) Co., Ltd.	PRC
Guangzhou Shiyinlian Software Technology Co., Ltd.	PRC
VIEs	Place of Incorporation
Guangzhou Kugou Computer Technology Co., Ltd.	PRC
Beijing Kuwo Technology Co., Ltd.	PRC
Subsidiaries of VIEs	Place of Incorporation
Tencent Music Entertainment (Shenzhen) Co., Ltd.	PRC
Shenzhen Lanren Online Technology Co., Ltd	PRC

**Certification by the Principal Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Zhu Liang, certify that:

1. I have reviewed this annual report on Form 20-F of Tencent Music Entertainment Group (the "Company");
  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 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:
    - (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.
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Date: April 25, 2023

By: /s/ Zhu Liang  
Name: Zhu Liang  
Title: Chief Executive Officer

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**Certification by the Principal Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Min Hu, certify that:

1. I have reviewed this annual report on Form 20-F of Tencent Music Entertainment Group (the "Company");
  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 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:
    - (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: April 25, 2023

By: /s/ Min Hu  
Name: Min Hu  
Title: Chief Financial Officer

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Date: April 25, 2023

**Tencent Music Entertainment Group**

Unit 3, Building D, Kexing Science Park, Kejizhongshan Avenue,  
Hi-Tech Park, Nanshan District,  
Shenzhen, 518057, the People's Republic of China

Dear Sirs/Madams,

We hereby consent to the reference to our firm in Tencent Music Entertainment Group's annual report on Form 20-F for the fiscal year ended December 31, 2022, which will be filed by Tencent Music Entertainment Group in April 2023 with the Securities and Exchange Commission pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and further consent to the incorporation by reference of the summaries of our opinions that appear in the annual report on Form 20-F into the Registration Statements (No. 333-230930) on Form S-8. We also consent to the filing with the Securities and Exchange 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 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 Sincerely,

HAN KUN LAW OFFICES

/s/ Han Kun Law Offices

CONFIDENTIALITY: This document contains confidential information which may be protected by privilege from disclosure. Unless you are the intended or authorized recipient, you shall not copy, print, use or distribute it or any part thereof or carry out any act pursuant thereto and shall advise Han Kun Law Offices immediately by telephone, e-mail or facsimile and return it promptly by mail. Thank you.

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Our ref KKZ/713476-000003/19614550v1

Tencent Music Entertainment Group  
腾讯音乐娱乐集团  
17/F, Malata Building  
Keijizhongyi Road  
Midwest District of Hi-tech Park  
Nanshan District  
Shenzhen 518057  
People's Republic of China

25 April 2023

Dear Sir or Madam

**Tencent Music Entertainment Group**

We have acted as legal advisers as to the laws of the Cayman Islands to Tencent Music Entertainment Group, an exempted limited liability company incorporated in the Cayman Islands (the "**Company**"), in connection with the filing by the Company with the United States Securities and Exchange Commission (the "**SEC**") of an annual report on Form 20-F for the year ended 31 December 2022 (the "**Annual Report**").

We hereby consent to the reference to our firm under the heading "Item 10. Additional Information—E. Taxation—Cayman Islands Taxation" in the Annual Report, and we further consent to the incorporation by reference of the summary of our opinions under these headings into the Company's registration statement on Form S-8 (File No. 333-230930) that was filed on 18 April 2019, pertaining to the Company's 2014 Share Incentive Plan, the 2017 Option Plan and the 2017 Restricted Share Scheme.

We 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

Maples and Calder (Hong Kong) LLP  
/s/ Maples and Calder (Hong Kong) LLP

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No.333-230930) of Tencent Music Entertainment Group of our report dated April 25, 2023 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers LLP  
Shenzhen, the People's Republic of China  
April 25, 2023





April 25, 2023

**VIA EDGAR**

Division of Corporate Finance  
Office of Telecommunications  
U.S. Securities & Exchange Commission  
100 F Street, NE  
Washington, D.C. 20549  
Re: Tencent Music Entertainment Group  
Submission under the Item 16I(a) of Form 20-F

Dear Sir/Madam,

In compliance with the Holding Foreign Companies Accountable Act, Tencent Music Entertainment Group (the “**Company**”) is submitting via EDGAR the following information as required under Item 16I.(a) of Form 20-F.

For the immediately preceding annual financial statements period, the Company’s auditor, PricewaterhouseCoopers Zhong Tian LLP (a registered public accounting firm that The United States Public Company Accounting Oversight Board was previously unable to inspect or investigate completely) issued an audit report for the Company for the year ended December 31, 2021.

To the Company’s best knowledge and based on an examination of its register of members and the public filings on Schedule 13G made by its shareholders, the Company respectfully submits that it is not owned or controlled by a governmental entity in the foreign jurisdiction as of the date of this submission.

As of April 18, 2023, Tencent Holdings Limited beneficially owned approximately 52.5% of the Company’s total issued and outstanding ordinary shares, and Spotify AB beneficially owned approximately 8.2% of the Company’s total outstanding ordinary shares. Based on an examination of the Company’s register of members and the public filings made by the Company’s shareholders, no other shareholder owned more

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than 5% of the Company's outstanding shares as of April 18, 2023. Tencent Holdings Limited is a company incorporated in the Cayman Islands whose shares are listed and publicly traded on The Stock Exchange of Hong Kong Limited. Spotify AB is controlled by Spotify Technology S.A., a company organized under the laws of Luxembourg whose shares are listed and publicly traded on the New York Stock Exchange.

In addition, the Company is not aware of any governmental entity that is in possession of, directly or indirectly, the power to control the ownership of the Company, whether through the ownership of voting securities, by contract, or otherwise.

Should any member of the Staff have any questions or comments regarding the Company's submission set forth above, please do not hesitate to contact our outside legal counsel, Li He, Davis Polk & Wardwell, at (852) 2533-3386 and Kevin Zhang, Davis Polk & Wardwell, at (852) 2533-3384.

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Very truly yours,

By:

/s/ Zhu Liang

Name: Zhu Liang

Title: Chief Executive Officer

cc: Min Hu, Chief Financial Officer

Li He, Davis Polk & Wardwell

Kevin Zhang, Davis Polk & Wardwell

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