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

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**FORM 20-F**

(Mark One)

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

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2021

OR

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

OR

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

Date of event requiring this shell company report . . . . .

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

Commission file number : 000-30666

**NETEASE, INC.**

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

**Cayman Islands**

(Jurisdiction of incorporation or organization)

**NetEase Building, No. 599 Wangshang Road  
Binjiang District, Hangzhou, 310052  
People's Republic of China**

(Address of principal executive offices)

**Charles Zhaoxuan Yang  
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Binjiang District, Hangzhou, 310052  
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Phone (86 571) 8985-3378  
Email [ir@service.netease.com](mailto:ir@service.netease.com)**

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

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange On Which Registered
<b>American Depositary Shares, each representing 5 ordinary shares, par value US\$0.0001 per share</b>	<b>NTES</b>	<b>NASDAQ Global Select Market</b>
<b>Ordinary shares, par value US\$0.0001 per share*</b>		<b>NASDAQ Global Select Market*</b>
<b>Ordinary shares, par value US\$0.0001 per share</b>	<b>9999</b>	<b>The Stock Exchange of Hong Kong Limited</b>

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

Securities registered or to be registered pursuant to Section 12(g) of the Act:

NONE

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(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

**NONE**

(Title of Class)

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

3,273,835,376 ordinary shares, par value US\$0.0001 per share.

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or (15) (d) of the Securities Exchange Act of 1934.

Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes  No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Emerging growth company

If an emerging growth company that 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<sup>†</sup> provided pursuant to Section 13(a) of the Exchange Act.

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.  Yes  No

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

U.S. GAAP

International Financial Reporting Standards as issued  
by the International Accounting Standards Board

Other

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

Item 17  Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

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

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes  No

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## INTRODUCTION

This annual report on Form 20-F includes our audited consolidated financial statements as of December 31, 2020 and 2021 and for the years ended December 31, 2019, 2020 and 2021. Translations in this annual report of amounts from RMB into U.S. dollars for the convenience of the reader were calculated at the noon buying rate of US\$1.00: RMB6.3726 on the last trading day of 2021 (December 30, 2021) as set forth in the H.10 statistical release of the U.S. Federal Reserve Board.

### Conventions that Apply to This Annual Report on Form 20-F

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

- “2009 RSU Plan” are to our 2009 Restricted Share Unit Plan adopted in November 2009;
- “2019 RSU Plan” are to our 2019 Restricted Share Unit Plan adopted in October 2019;
- “ADSs” are to the American depositary shares, each of which represents five ordinary shares;
- “AI” are to artificial intelligence;
- “AR” are to augmented reality;
- “Boguan” are to Guangzhou Boguan Telecommunication Technology Co., Ltd., a company established under PRC laws;
- “CAC” are to the Cyberspace Administration of China;
- “CBIRC” are to the China Banking and Insurance Regulatory Commission;
- “CBRC” are to the China Banking Regulatory Commission;
- “CCASS” are to the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;
- “CCGs” are to collectible card games;
- “China” and “PRC” are to the People’s Republic of China, excluding, for the purposes of this annual report only, Hong Kong, Macau and Taiwan;
- “Cloud Music” are to Cloud Village Inc., a company incorporated under Cayman Islands laws, and listed on the Hong Kong Stock Exchange under the stock code “9899” in December 2021 and a majority-controlled subsidiary of our company;
- “CSRC” are to the China Securities Regulatory Commission;
- “FIEs” are to Foreign Invested Enterprises;
- “GAPP” are to the General Administration of Press and Publication of China, currently known as the NPPA;
- “Guangzhou NetEase” are to Guangzhou NetEase Computer System Co., Ltd., a company established under PRC laws;
- “Hangzhou Leihuo” are to Hangzhou NetEase Leihuo Technology Co., Ltd. (formerly known as Hangzhou NetEase Leihuo Network Co., Ltd. for identification purposes), a company established under PRC laws;
- “Hangzhou NetEase Cloud Music” are to Hangzhou NetEase Cloud Music Technology Co., Ltd, a company established under PRC laws;
- “Hangzhou Yuedu” are to Hangzhou Yuedu Technology Co., Ltd, a company established under PRC laws;

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- “HK\$” or “HK dollars” are to the legal currency of Hong Kong;
- “HNTEs” are to High and New Technology Enterprises;
- “Hong Kong Listing Rules” are 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” are to The Stock Exchange of Hong Kong Limited;
- “Hong Kong NetEase” are to Hong Kong NetEase Interactive Entertainment Limited, a company incorporated under Hong Kong laws;
- “ICP(s)” are to Internet content provider(s);
- “in-house developed games” are primarily to games developed solely by our game development teams as well as, in some instances, games co-developed with our collaboration partners;
- “NetEase Hangzhou” are to NetEase (Hangzhou) Network Co., Ltd., a company established under PRC laws;
- “Machine learning” are to an application of AI that provides systems the ability to automatically learn and improve from experience without being explicitly programmed;
- “MAUs” for NetEase Cloud Music refers to the monthly average number of users in a given period that have accessed the NetEase Cloud Music application at least once in a given month through mobile devices or PC devices, as the case may be; duplicate access is eliminated from the calculation based on our estimates by user account;
- “MAUs” for Youdao are to the average of the monthly number of unique mobile or PC devices, as the case may be, through which such product and service is accessed at least once in that month (duplicate access to different products and services is not eliminated from the calculation) for a specific period with respect to each of Youdao’s products and services (except for smart devices). MAUs for Youdao are calculated using internal company data, treating each distinguishable device as a separate MAU even though some users may access Youdao’s products and services using more than one device and multiple users may access our services using the same device;
- “MMORPGs” are to massively multi-player online role-playing games;
- “MIIT” and later “MIIT” are to the Ministry of Information Industry of China which later became the Ministry of Industry and Information Technology of China;
- “MOBA” are to multi-player online battle arena;
- “MOC” and later “MOCT” are to the Ministry of Culture of China which later became the Ministry of Culture and Tourism of China;
- “MOF” are to the Ministry of Finance of China;
- “MOFCOM” are the Ministry of Commerce of China;
- “NCIIC” are to the Ministry of Public Security’s National Citizen Identity Information Center of China;
- “NDRC” are to the National Development and Reform Commission of China;
- “NMT” are to neural machine translation;
- “NPPA” are to the National Press and Publication Administration of China;

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- “NRTA” are to the National Radio and Television Administration of China;
- “OCR” are to optical character recognition;
- “R&D” are to research and development;
- “RMB” or “Renminbi” are to the legal currency of the People’s Republic of China;
- “RPGs” are to role-playing games;
- “PBOC” are to the People’s Bank of China;
- “SAFE” are to the State Administration of Foreign Exchange of China;
- “SAIC” are the State Administration for Industry and Commerce of China, currently known as SAMR;
- “SAMR” are to the State Administration for Market Regulation of China;
- “SAPPRFT” are to State Administration of Press, Publication, Radio, Film and Television of China, formerly the General Administration of Press and Publication of China and the State Administration of Radio, Film and Television of China, and since March 2018 has been reformed and became the National Radio and Television Administration and the National Press and Publication Administration (National Copyright Administration);
- “SCIO” are to the State Council Information Office of China;
- “SEC” are to the United States Securities and Exchange Commission;
- “SFO” are to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended or supplemented from time to time;
- “shareholder(s)” are to holder(s) of shares and, where the context requires, ADSs;
- “share(s)” or “ordinary share(s)” are to ordinary share(s) in our capital with par value of US\$0.0001 per share;
- “SLGs” are to simulation games;
- “STA” are to the State Taxation Administration of China;
- “US\$,” “dollars” and “U.S. dollars” are to the legal currency of the United States;
- “U.S. Exchange Act” are to the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
- “U.S. GAAP” are to accounting principles generally accepted in the United States;
- “variable interest entities,” “VIE” or “VIEs” are to the variable interest entities, or any one of them, the financial results of which are consolidated into our consolidated financial statements as if they were our subsidiaries;
- “VR” are to virtual reality;
- “Yanxuan” are to Hangzhou NetEase Yanxuan Trading Co., Ltd., a company established under PRC laws;
- “Youdao” are to Youdao, Inc., a company incorporated under Cayman Islands laws, and listed on The New York Stock Exchange under the symbol “DAO” in October 2019 and a majority-controlled subsidiary of our company;

- “Youdao Computer” are to Beijing NetEase Youdao Computer System Co., Ltd., a company established under PRC laws; and
- “Youdao Information” are to NetEase Youdao Information Technology (Beijing) Co., Ltd., a company established under PRC laws.

#### **Trademarks and Service Marks**

We own or have been licensed rights to trademarks, service marks and trade names for use in connection with the operation of our business. All other trademarks, service marks or trade names appearing in this annual report that are not identified as marks owned by us are the property of their respective owners.

Solely for convenience, some trademarks, service marks and trade names referred to in this annual report are listed without the ®, (TM) and (sm) symbols, but we will assert, to the fullest extent under applicable law, our applicable rights in these trademarks, service marks and trade names.

#### **Forward-Looking Information**

This annual report on Form 20-F contains statements of a forward-looking nature. These statements are made under the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. You can identify these forward-looking statements by terminology such as “will,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates” and similar statements. The accuracy of these statements may be impacted by a number of business risks and uncertainties that could cause actual results to differ materially from those projected or anticipated, including risks related to:

- the risk that the online game market, including mobile games and PC games, will not continue to grow or that we will not be able to maintain our leading position in that market, which could occur if, for example, our new online games or expansion packs and other improvements to such existing games do not become as popular as management anticipates;
- the risk that we will not be successful in our product diversification efforts, including the expansion of our mobile games into overseas markets, our entry into strategic licensing arrangements and the expansion of our streaming music offerings and online education services;
- the risk of changes in Chinese government regulation of the online game, online education, online music, e-commerce or online advertising markets that limit future growth of our revenues or cause our revenues to decline;
- the risk that we may not be able to continuously develop new and creative online services or that we will not be able to set, or follow in a timely manner, trends in the market;
- the risk that we will not be able to control our expenses in future periods;
- governmental uncertainties (including possible changes in the effective tax rates applicable to us and our subsidiaries and affiliates and our ability to receive and maintain approvals of the preferential tax treatments), general competition and price pressures in the marketplace;
- the direct and indirect impact of COVID-19 on our business;
- the risk that fluctuations in the value of the Renminbi with respect to other currencies could adversely affect our business and financial results; and
- other risks outlined in our filings with the SEC.

We do not undertake any obligation to update this forward-looking information, except as required under applicable law.

**PART I.**

**Item 1. Identity of Directors, Senior Management and Advisors**

Not applicable.

**Item 2. Offer Statistics and Expected Timetable**

Not applicable.

**Item 3. Key Information**

**A. [Reserved]**

**B. Capitalization and Indebtedness**

Not applicable.

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

Not applicable.

**D. Risk Factors**

NetEase, Inc. is a Cayman Islands holding company. It conducts its operations in China through its PRC subsidiaries and consolidated variable interest entities, or the VIEs. However, we and our direct and indirect subsidiaries do not, and it is virtually impossible for them to, have any equity interests in the VIEs in practice as the PRC laws and regulations currently in effect restrict foreign investment in companies that engage in value-added telecommunication services. As a result, we depend on certain contractual arrangements with the VIEs to operate a significant portion of our business. This structure allows us to exercise effective control over the VIEs and be considered the primary beneficiary of the VIEs, which serves the purpose of consolidating the VIEs' operating results in our financial statements under the U.S. GAAP. This structure also provides contractual exposure to foreign investment in such companies. The VIEs are owned by certain nominee shareholders, not us. Investors in our ADSs are purchasing equity securities of a Cayman Islands holding company rather than equity securities issued by our subsidiaries or the VIEs. Investors who are non-PRC residents may never directly hold equity interests in the VIEs under current PRC laws and regulations. As used in this annual report, "we," "us," "our company," "our," or "NetEase" refers to NetEase, Inc. and its subsidiaries, and, in the context of describing our consolidated financial information, business operations and operating data, the consolidated VIEs.



Our corporate structure involves unique risks to investors in the ADSs. In 2019, 2020 and 2021, the amount of revenues generated by the VIEs accounted for 83.5%, 84.4% and 85.9%, respectively, of our total net revenues. As of December 31, 2020 and 2021, total assets of the VIEs, excluding amounts due from other companies in the NetEase group, represented 8.7% and 8.5% of our consolidated total assets as of the same dates, respectively. As of the date of this annual report, to the best knowledge of our company, our directors and management, the VIE agreements have not been tested in a court of law in the PRC. If the PRC government deems 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 could be subject to material penalties or be forced to relinquish our interests in those operations or otherwise significantly change our corporate structure. We and our investors face significant uncertainty about potential future actions by the PRC government 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 our company as a whole. Our ADSs 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 our business in China. See “Item 3. Key Information—3.D. Risk Factor—Risks Related to Our Corporate Structure—There are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations, and rules relating to the agreements that establish the VIE structure for our operations in China, including potential future actions by the PRC government, which could affect the enforceability of our contractual arrangements with the VIEs and, consequently, significantly affect the financial condition and results of operations performance of NetEase. If the PRC government finds 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.” for a detailed discussion.

We face various legal and operational risks and uncertainties as a company based in and primarily operating in China. The PRC government has 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 lack of inspection from the U.S. Public Company Accounting Oversight Board, or PCAOB, on our auditors. The PRC government may also intervene with or influence our operations as the government deems appropriate to further regulatory, political and societal goals. For more information on the permission required from the PRC authorities for our operations and offerings, please also see “Item 4. Information on the Company—4.B. Business Overview—Permission Required from the PRC Authorities for Our Operations and Offerings.” The PRC government has recently published new policies that significantly affected some of the industries in which we operate 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 our business, financial condition and results of operations. Any such action, once taken by the PRC government, could cause the value of our ADSs and ordinary shares to significantly decline or in extreme cases, become worthless.

You should carefully consider all of the information in this annual report before making an investment in the ADSs. 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 Our Corporate Structure.”

#### **Risks Related To Our Company And Our Industry**

- Risks Related to Our Online Games Business
  - Risks relating to developing new online games and growing the popularity of existing online games
  - Risks relating to claims regarding our gaming contents resulting in negative publicity or a governmental response
  - Risks relating to additional restrictions to limit online game playing by the Chinese government
  - Risks relating to uncertainties in obtaining approval for new games
  - Risks relating to international operations of our online game services
  - Risks relating to third-party platforms that distribute our mobile games and collect payments

- Risks relating to maintaining our existing licenses of game or intellectual property
- Risks relating to illegal game servers, acts of cheating by players and sales and purchases by players of our game accounts and virtual items through third-party auction websites
- Risks Related to Our Other Businesses
  - The changes in Youdao’s business strategies and offerings may make it difficult to evaluate our future prospects.
  - Significant uncertainties exist in relation to the interpretation and implementation of, or proposed changes to, the PRC laws, regulations and policies regarding the private education industry. In particular, our Youdao business’s compliance with the Opinions on Further Alleviating the Burden of Homework and After-School Tutoring for Students in Compulsory Education and the implementation measures issued by the relevant PRC government authorities has materially and adversely affected and may continue to affect Youdao’s business, financial condition, results of operations and prospect.
  - Risks relating to user acceptance of Youdao, and market trend of integration of technology and learning, and the development and application of our technologies to support and expand Youdao’s product and services
  - Risks relating to obtaining legal and regulatory approvals, licenses or permits of our intelligent learning, music streaming, e-commerce, advertising and other innovative businesses
  - Risks relating to obtaining licenses for the music content necessary to provide our music streaming services, and our ability to attract and retain users
  - Risks relating to generating and maintaining significant advertising revenue
  - Risks relating to growing our e-commerce business
- Risks Related to Our Operations Overall
  - Risks relating to competing successfully against new entrants and established industry competitors and keeping up with rapid changes in technologies and user behavior and innovating and exploring new areas of operations
  - Risks relating to gross profit margin and profitability affected by changes in our mix of revenues
  - Risks relating to credit risk on our accounts receivable
  - Risks relating to a prolonged slowdown in the PRC or global economy
  - Risks relating to compliance with laws and other obligations regarding data protection in China and outside of China
  - Risks relating to breaches of our information technology systems and system failure or performance inadequacy that causes interruptions of our services
  - Risks relating to our ability to retain our existing key employees and to add and retain senior officers to our management
  - Risks relating to natural disasters, widespread public health problems, other outbreaks and epidemics and other events

**Risks Related To Our Corporate Structure**

- Risks relating to regulatory changes relating to the contractual arrangements with the VIEs and the viability of our current corporate structure, corporate governance and business operations
- Risks relating to maintaining operational control of the VIEs through contractual arrangements
- Risks relating to the shareholders who have significant influence over our company and our affiliated entities
- Risks relating to our arrangements with our affiliated entities

**Risks Related To Doing Business In China**

- Risks relating to China's political and economic policies
- Risks relating to compliance with and changes in PRC laws and regulations relating to telecommunications, internet, foreign investment, tax, online games, virtual asset property rights, consumer protection and financial transactions
- Risks relating to claims and liabilities based on the information and content on our platforms
- Risks relating to uncertainties with respect to the Anti-Monopoly Guidelines for the Internet Platform Economy Sector
- Risks relating to our ability to protect our intellectual property from being infringed
- Risks relating to currency exchange rates

**Risks Related To Our ADSs And Shares**

- Risks relating to being delisted from the Nasdaq under the Holding Foreign Companies Accountable Act if the PCAOB continues to be unable to inspect our independent registered public accounting firm for three consecutive years
- Risks relating to the volatility of the trading price of our ADSs and shares
- Risks relating to the different listing rules and regulations that apply to us
- Risks relating to the limitation of the voting, inspection and other rights of holders of ADSs

You should carefully consider the following risk factors in addition to the other information set forth in this annual report. If any of the following risks were actually to occur, our company's business, financial condition and results of operations prospects could be adversely affected and the value of our ADSs and shares would likely suffer.

## RISKS RELATED TO OUR COMPANY AND OUR INDUSTRY

### Risks Related to Our Online Games Business

**If we fail to develop and introduce popular, high-quality online games in a timely and successful manner, we will not be able to compete effectively and our ability to generate revenues will suffer.**

We operate in a highly competitive, quickly changing environment, and player preferences for online games are difficult to predict. Our future success depends not only on the popularity of our existing online games but also on our ability to develop new high-quality online games and expand our game portfolio with games in a variety of genres that are in line with market trends and to successfully monetize such games. The development of successful new online games can be challenging and requires high levels of innovation, a deep understanding of the online game industry in China and the other markets where our games are published (including with respect to evolving business models), and an ability to anticipate and effectively respond to changing interests and preferences of game players in a timely manner. Moreover, each of our new games requires long periods of time for research and development and testing and also typically experiences a long ramp-up period as players become familiar with the game. If we are unsuccessful at developing and introducing new online games that are appealing to players with acceptable pricing and terms, our business, financial condition and results of operations will be negatively impacted because we would not be able to compete effectively and our ability to generate revenues would suffer.

In addition, new technologies in online game programming or operations could render our current online titles or games in development obsolete or unattractive to our players, thereby limiting our ability to recover development costs and potentially adversely affecting our future revenues and profitability. For example, in the past, when the gaming industry was transitioning to mobile games, we began devoting significant resources to developing games that can be operated on mobile devices. As of December 31, 2021, we had commercially launched over 100 in-house developed and/or licensed mobile games, including the *Fantasy Westward Journey* mobile game, *Westward Journey Online* mobile game, *Onmyoji*, the mobile version of *New Ghost, Invincible, Knives Out, Identity V, LifeAfter, Sky, Revelation* mobile game and *Harry Potter: Magic Awakened*. While we continue to invest in mobile games, the market for mobile games is rapidly evolving with games in an expanding range of genres being introduced by us and our competitors, and we cannot guarantee that we will be able to effectively compete in the mobile game market. We will also need to continue investing in the development of new technologies, such as virtual reality, and bring new features and functionalities to our games, as well as enhance the user experience on our various platforms.

We are not able to predict if or when we will commercially launch additional new games and the pace at which our new games will penetrate the online game market in China or elsewhere, if at all. A number of factors, including technical difficulties, lack of sufficient game development capabilities, personnel and other resources and failure to obtain or delays in obtaining relevant governmental authorities' approvals could result in delayed launching of our new games or the cancellation of the development of our pipeline games. Any delays in product releases or problems arising following the commercial release of one or more new online games such as programming errors, or "bugs", could negatively impact our business and reputation and could cause our results of operations to be materially different from expectations. We believe that expectations of players regarding the quality, performance and integrity of our online games and services are high, and if any of these issues occurs, players may stop playing our online games and may be less likely to return to such games as often in the future, which may negatively impact our business.

**If we are unable to continue to extend the life of existing online games that will encourage continued engagement with the games through the addition of new features or functionalities, our business may be negatively impacted.**

To prolong the lifespan of our online games, we need to continually improve and update them on a timely basis with new features and functionalities that appeal to existing game players, attract new game players and improve overall player loyalty to such games. As a result, we have devoted, and expect to continue to devote, significant resources to maintain and raise the popularity of our online games through the release of new versions and/or expansion packs on a periodic basis. Developing successful updates and expansion packs for our existing games depends on our ability to anticipate market trends in the online game industry. We must also collect and analyze player behavior data and feedback from our online community in a timely manner and utilize this information to effectively incorporate features into our updates and expansion packs to improve the variety and attractiveness of our gameplay and any virtual items sold within the games.

In the course of operating online games, including the release of updates and expansion packs to existing games, certain game features may periodically be introduced, changed or removed. We cannot assure you that the introduction, change or removal of any game feature will be well received by our game players, who may decide to reduce or eliminate their playing time in response to any such introduction, change or removal. As a result, any introduction, change or removal of game features may adversely impact our business, financial condition and results of operations.

We are unable to predict whether these activities will be successful or adversely affect our profitability given the significant resources required. Moreover, because of the rapidly evolving nature of the online games market in China and elsewhere, we cannot estimate the total life cycle of any of our games, particularly our more recently launched mobile or PC games, and changes in players' tastes or in the overall market for online games in China and elsewhere could alter the life cycle of each version or upgrade or even cause our players to stop playing our games altogether.

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

As part of its anti-addiction online game policy, the Chinese government has taken several steps to discourage minors under the age of 18 from continuously playing online games once they exceed a set number of hours of continuous play. For example, in April 2007, GAPP and several other government authorities jointly promulgated the Notice Concerning the Protection of Minors' Physical and Mental Well-being and Implementation of Anti-addiction System on Online Games, or the Anti-Addiction Notice, which confirmed the real-name verification proposal and required online game operators to develop and test their anti-addiction systems from April 2007 to July 2007, after which no online games can be registered or operated without an anti-addiction system in accordance with the Anti-Addiction Notice. Accordingly, we implemented our anti-addiction system to comply with the Anti-Addiction Notice. Since its implementation, we have not experienced a significant negative impact on our business as a result of the Anti-Addiction Notice. The Law of the PRC on the Protection of Minors ("Minors Protection Law") issued by the National People's Congress Standing Committee on September 4, 1991 was recently amended on October 17, 2020 and became effective on June 1, 2021, pursuant to which online game service providers are required to classify the game products in accordance with relevant regulations and standards, give age-appropriate tips and take technical measures to prevent minors from contacting improper game or game function. Violation of the Minors Protection Law could result in rectification, confiscation of illegal gains and penalties. More recently, in 2019, the NMPA restricted play of online gamers under 18 years of age to 90 minutes on weekdays and three hours on weekends. In September 2021, the Chinese government and regulatory authorities further limited the play of online gamers under 18 by prohibiting play on weekdays and limiting playing for one hour a day on Fridays, Saturdays and Sundays.

To identify that a game player is a minor and is thus subject to the online game anti-addiction system, a real-name registration system must be adopted to require players to register their real identity information before playing online games. Pursuant to the Notice Regarding the Initiation of Work on the Online Games Real-Name Verification System to Prevent Online Gaming Addiction, or the Commencement of Real-Name Authentication Notice, issued by eight government authorities on July 1, 2011, online game (excluding mobile game) operators must submit the identity information of game players which needs to be further verified to the National Citizen Identity Information Center, a subordinate public institution of the Ministry of Public Security, for verification since October 1, 2011, in an effort to prevent minors from using an adult's ID to play online games. Violation of the Anti-addiction Notice and the Commencement of Real-name Authentication Notice could result in the termination of the operation of online games. On August 30, 2018, the Implementation Scheme on Comprehensive Prevention and Control of Adolescent Myopia, or the Implementation Scheme, was issued jointly by eight PRC regulatory authorities at the national level, including the NPPA and the NRTA. The Implementation Scheme provides that as a part of the plan to prevent myopia among children, the NPPA will control the number of new online games and take steps to restrict the amount of time children spend on playing online games. On October 25, 2019, the NPPA promulgated the Notice on Preventing Minors from Indulging in Online Games, according to which the length of minors' use of online games should be strictly controlled. It requires all online game users to register their identification information. The total length of time for minors to access online games must be limited on a daily basis. Every day from 10:00 pm to 8:00 am the next day, online game companies are not permitted to provide game services to minors in any form. Game services provided to minors must not exceed 3 hours per day on public holidays and 1.5 hours on other days. In addition, online transactions are capped monthly at RMB200 or RMB400, depending on a minor's age. On August 30, 2021, the NPPA issued the Notice on Further Strict Administration to Prevent Minors from Indulging in Online Games, which provides that online game operators may only provide one-hour online game services to minors from 8:00 p.m. to 9:00 p.m on every Friday, Saturday, Sunday or PRC statutory holiday. In addition, the Notice sets forth that all the online games shall be connected to the real-name verification system for anti-addiction to online games of NPPA, and online game operators shall not provide game services in any form to any users without real-name registration and login. We have updated our anti-addiction systems accordingly to comply with the above-mentioned requirements. We do not believe that the Implementation Scheme has had or will have any material impact on our gaming operations because minors comprise only a small percentage of our total user base, but we cannot assure you that any future regulations or restrictive rules will not adversely affect our operations.

On July 10, 2019, the MOCT announced the abolishment of the Interim Measures for the Administration of Online Games, or the Online Games Measures, which had previously regulated activities related to the online game industry, including requirements that game operators follow new registration procedures, publicize information about the content and suitability of their games, prevent access by minors to inappropriate games, avoid certain types of content in games targeted to minors, avoid game content that compels players to kill other players, manage virtual currency in certain ways and register users with their real identities. As of the date of the filing of this annual report, no laws and regulations had been promulgated or published to replace the Online Games Measures. We cannot be sure if or when any future regulations or restrictive rules in this regard will be promulgated and whether they would negatively impact our operations, including by increasing our compliance costs and negatively impacting our ability to launch and operate new games.

**Any difficulties or delays in receiving approval from the relevant government authorities for our new games or new expansion packs for, or material changes to, our existing games could adversely affect such games' popularity and profitability.**

All games we release in China require government approvals. Moreover, even after certain games have received government approvals, certain expansion packs with material changes to the content and additions to the descriptions of those games may require further government approvals. We cannot be certain of the duration of any necessary approval processes, and any delay in receiving such government approvals may adversely affect the profitability and popularity of such games. In particular, game approvals experienced certain delays from March 29, 2018 to December 28, 2018 and again from July 23, 2021 to April 10, 2022 respectively, during which periods the PRC game regulatory authority, NPPA, did not release any new domestic online game approvals. We are not certain of the cause of the delays. In addition, no laws, regulations or official clarifications had been promulgated or published in relation to such delay and resumption of the assessment and pre-approval procedures, and it is unclear when the approval process will return to normal and whether there will be any similar delays in the future. We cannot predict the effect any future delay in approvals may have on our results of operations.

According to several news reports in December 2018, PRC regulators established the Online Games Ethics Committee for the purpose of reviewing online games, and based on the assessment conducted by the Online Games Ethics Committee, PRC regulators reviewed and rejected nine of an initial batch of 20 games. As of the date of the filing of this annual report, no official laws and regulations had been promulgated or published in relation to the assessment criteria and procedures of the Online Games Ethics Committee. However, the formation of the Online Games Ethics Committee and its assessment criteria and procedures could impact our ability to launch and publish new games going forward, and require us to spend more time and costs in preparing and receiving the approvals necessary to launch our games. In addition, our games that have already received the relevant pre-approval may also be subject to further review by the Online Games Ethics Committee, and we may be required to modify the content of our games, which will further add to our regulatory compliance costs and expenses.

**Reports of violence and crimes related to online games or any claims of our gaming contents to be, among others, obscene, superstitious, defamatory or impairing public interest, may result in negative publicity or a governmental response that could have a material and adverse impact on our business.**

The media in China has reported incidents of violent crimes allegedly inspired by online games and theft of virtual items between users in online games. While we believe that such events were not related to our online games, it is possible that our reputation, as one of the leading online game providers in China, could be adversely affected by such behavior. In response to the media reports, in August 2005 the Chinese government enacted regulations to prohibit all minors under the age of 18 from playing online games in which players are allowed to kill other players, an activity that has been termed Player Kills, or PK. The Chinese government has also taken steps to limit online game playing time for all minors under the age of 18. See “— The Chinese government has taken steps to limit online game playing time for all minors and to otherwise control the content and operation of online games. These and any other new restrictions on online games may materially and adversely impact our business and results of operations.” If the Chinese government determines that online games have a negative impact on society, it may impose certain additional restrictions on the online game industry, which could in turn have a material and adverse effect on our business and results of operations.

In addition, the Chinese government and regulatory authorities prohibit any internet content that, among other things, violates PRC laws and regulations, endangers the national security of China, or is obscene, superstitious, violent or defamatory. When internet content providers and internet publishers, including online game operators, find that information falling within the above-mentioned scope is transmitted on their websites or is stored in their electronic bulletin service systems, they are required to terminate the transmission of such information or delete such information immediately, keep records, and report to relevant authorities. Failure to comply with these requirements could result in the revocation of our internet content provider, or ICP, license and other required licenses to operate our business. Internet content providers like us may also be held liable for prohibited information displayed on, retrieved from or linked to their websites. In addition, any claim of us failing to comply with these prohibitions may result in negative publicity and government actions, which in turn could have a material and adverse impact on our business.

**Because our long-term growth strategy involves further expansion of our online game services to players outside of China, our business will be susceptible to risks associated with international operations.**

An important component of our growth strategy involves the further expansion of our online game services and game player base internationally. In particular, we have launched our popular games *Knives Out* and *Identity V* in Japan, North America and other markets across the globe, *MARVEL Super War* in several Southeast Asia markets, *The Lord of the Rings: Rise to War* in Europe, the Americas, Oceania and Southeast Asia and *Naraka: Bladepoint* globally. In the future, we plan to continue to launch our online games in various international markets. The expansion of our online game services to markets outside of China will involve a variety of risks, including:

- difficulties in anticipating the preferences of game players in markets outside of China;
- challenges in formulating effective local sales and marketing strategies targeting users from various jurisdictions and cultures;
- challenges in identifying appropriate local business partners, including local game operators, and establishing and maintaining good working relationships with them;
- changes in a specific country’s or region’s political or economic conditions;

- unexpected changes in regulatory requirements, taxes or trade laws;
- difficulties in adapting and/or developing games which effectively address cultural differences and consumer preferences and are compliant with the local legal and regulatory environment;
- difficulties in managing a business in international markets with diverse cultures, languages, customs, legal systems, alternative dispute systems and regulatory systems;
- more stringent regulations relating to data security and the unauthorized use of, or access to, commercial and personal information;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into hedging transactions if we choose to do so in the future;
- laws and business practices favoring local competitors or general preferences for local vendors;
- limited or insufficient intellectual property protection; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

Our limited experience in operating our business outside of China increases the risk that any potential future expansion efforts that we may undertake will not be successful. If we invest substantial time and resources to expand our international operations and are unable to do so successfully and in a timely manner, our business and operating results will suffer.

**We rely on third-party platforms to distribute our mobile games and collect payments. If we fail to maintain our relationships with these platforms, or if our revenue-sharing arrangements with these platforms change to our detriment, our mobile games business may be adversely affected.**

In addition to our proprietary distribution channels, we publish our mobile games through the Apple iOS app store and other mobile application stores or platforms owned and operated by third parties. We rely on these third parties to promote and distribute our mobile games, record gross billings, maintain the security of their platforms to prevent fraudulent activities, provide certain user services and, in some instances, process payments from users. Further, we believe that our games benefit from the strong brand recognition, large user base and the stickiness of these mobile platforms.

We are subject to these third parties' standard terms and conditions for application developers, which govern the promotion, distribution and operation of games and other applications on their platforms. If we violate, or if a platform provider believes that we have violated, its terms and conditions, the particular platform provider may discontinue or limit our access to that platform, which could harm our business. Our business could also be harmed if these platforms decline in popularity with users or modify their discovery mechanisms for games, the communication channels available to developers, their terms of service or other policies such as distribution fees, how they label free-to-play games or payment methods for in-app purchases. These platforms' operators could also develop their own competitive offerings that could compete with our mobile games.

Furthermore, a few of these third-party platforms dominate the mobile application distribution channels. Any changes in the revenue-sharing, payment or other arrangements that we have with any of the major third-party application distribution platforms may materially impact our revenue and profitability. Failure to renew any revenue-sharing agreement or any other material agreement with these major third-party distribution platforms may result in discontinued or limited access to such distribution platforms, which could harm our business. In addition, changes in the credit period or the settlement cycle terms of these third-party platforms may materially and adversely affect our cash flow. Disputes with third-party platforms, such as disputes relating to intellectual property rights, distribution fee arrangements and billing issues, may also arise from time to time and we cannot assure you that we will be able to resolve such disputes in a timely manner or at all. If our collaboration with a major third-party platform terminates for any reason, we may not be able to find a replacement in a timely manner or at all and the distribution of our games may be adversely affected. Any failure on our part to maintain good relationships with a sufficient number of popular platforms for the distribution of our games could cause the number of our game downloads and activations to decrease, which will have a material adverse effect on our business, financial condition and results of operations.



**Our business, financial condition and results of operations depend in part on the overall growth of the online game industry in China and the other markets where our games are operated, the growth of which is subject to a number of factors that are beyond our control.**

Our business, financial condition and results of operations depend in part on continued growth of the online game industry in China and other markets where our games are published, particularly the Asia-Pacific region and North America. The online game industry is affected by a number of factors that are beyond our control, including:

- general economic conditions and the level of discretionary spending devoted by players to non-essentials such as acquiring in- game virtual items;
- the availability and popularity of other forms of interactive entertainment, particularly games on console systems which are more popular in North America, Europe and Japan but which we have only recently began to develop, and other leisure activities;
- the availability of reliable telecommunication and internet infrastructure and sufficient server bandwidth in the markets where we operate;
- evolving PC, smartphone and tablet technologies;
- changes in game player demographics and public tastes and preferences;
- any government restrictions on the playing of online games; and
- the availability and popularity of alternative gameplay models such as cloud-gaming services.

There is no assurance that the online game industry will continue to grow in future periods at any particular rate or at all.

**We may not be successful in making our mobile games profitable, and our profits from mobile games may be relatively lower than the profits we have enjoyed historically for PC games.**

We generate a large portion of revenue in our online games segment from our mobile games. 71.4%, 71.9% and 70.4% of our total net game revenues were generated from mobile games for the years ended December 31, 2019, 2020 and 2021, respectively. In addition, 56.0%, 53.3% and 50.5% of our total net revenues were generated from mobile games for the years ended December 31, 2019, 2020 and 2021, respectively, and 22.4%, 20.8% and 21.2% of our total net revenues were generated from our PC games for the same periods, respectively. Our profits from our mobile games, even if the games are successful, are generally lower than our profits generated from PC games, because, in order to gain access to our games on mobile application stores, which are the primary distribution channel for our mobile games, we must enter into revenue-sharing arrangements that result in lower profit margins compared with those of our PC games. In addition, our mobile games tend to cover a wider variety of genres, some of which have historically had relatively lower profitability than that of our PC games. Furthermore, we are releasing more of our mobile games overseas, which may involve additional marketing and distribution costs and further impact the profitability of our mobile games.

We have devoted and expect to continue to devote a significant amount of resources to the development of our mobile games, but the relatively lower profit margins and other uncertainties make it difficult to predict whether we will continue to succeed in making our mobile game operations profitable. If we do not succeed in doing so, our business, financial condition and results of operations will be adversely affected.

A significant portion of our revenue from online game services is generated from the sale of virtual items within the games, and if we do not develop desirable virtual items and properly price them or if this revenue model ceases to be successful, our business, financial condition and results of operations may be materially and adversely affected.

All of our mobile games and many of our PC games currently utilize the item-based revenue model. Under this revenue model, our game players are able to play the games for free, but are charged for the purchase of virtual items in the games. We believe that this attracts a wider audience of players and increases the number of potential paying users. However, the success of this business model largely depends on whether we can attract game players to play our games and whether we can successfully encourage more players to purchase virtual items. Game players will only pay for virtual items if they are perceived to provide value and enhance their playing experience, and we must closely monitor and analyze in-game consumption patterns and player preferences to understand what items will be appealing and the appropriate price for them. Moreover, we must offer sufficient in-game purchasing opportunities to make our games profitable, while ensuring that the games are fun to play including for players who purchase no virtual items. We might fail to accurately identify and introduce new and popular virtual items or price them properly or may not be able to market our virtual items effectively. In addition, the item-based revenue model may not continue to be commercially successful and in the future we may need to change our revenue model to a time-based or other revenue model. Any change in revenue model could result in disruption of our game operations and a decrease in the number of our game players and thereby materially and adversely affect our business, financial condition and results of operations.

**Providing a high level of customer service for our players is crucial to maintaining and growing the popularity of our online games, and any failure to do so could harm our reputation and our business.**

We devote significant resources to provide high quality customer services to our game players 24 hours a day, seven days a week, through telephone and online support. We also maintain a team of highly trained “Game Masters” which supervise the activities within our games to provide assistance to players as needed and stop any cheating or unfair behavior to ensure the game has an atmosphere of fun and fair play. These activities are crucial to retaining our existing game players and attracting new players who expect a high-quality playing experience from our online games. In addition, our license agreements with third-party developers may also require us to provide specified minimum levels of customer support, and any breach of such obligations could result in the developer terminating our license agreement with them and other damages.

If we underestimate the popularity of certain games or an unexpected event occurs with respect to the operation of a game, we might receive increased complaints asserting that we were unprepared and did not provide adequate customer service. If we fail to maintain effective player support which meets the expectations of players, it could harm our reputation and the popularity of our online games, which may materially and adversely affect our business, financial condition and results of operations.

**We may not be able to maintain stable relationships with our existing game licensors and co-developers, and we may experience difficulties in the operation of the online games licensed from them.**

Several mobile and PC games we offer are licensed from third-party developers, which accounted for 7.5%, 9.1% and 9.5% of our total net revenues in 2019, 2020 and 2021, respectively. For example, starting in August 2008, Blizzard Entertainment, Inc. (together with its affiliated companies, referred to as Blizzard in this annual report) agreed to license certain online games developed by it to Shanghai EaseNet Network Technology Co., Ltd., or Shanghai EaseNet, for operation in the PRC. Shanghai EaseNet is a PRC company owned by William Lei Ding, our Chief Executive Officer, director and major shareholder, and has contractual arrangements with us and with the joint venture established between Blizzard and us. In January 2019, Shanghai EaseNet and Blizzard extended the term of the existing game licenses by Blizzard to Shanghai EaseNet to January 2023. These games include *World of Warcraft*<sup>®</sup>, *StarCraft*<sup>® II</sup>, *Diablo*<sup>® III</sup>, *Hearthstone*<sup>®</sup>, *Heroes of the Storm*<sup>®</sup> and *Overwatch*<sup>®</sup>, all of which have been commercially launched. In addition to our relationship with Blizzard, in May 2016, we entered into an exclusive agreement with Mojang AB, a subsidiary of Microsoft, pursuant to which Microsoft and Mojang agreed to license the operation of *Minecraft* in the PRC to us until 2022. In May 2019, we extended the term of the *Minecraft* license for an additional year to August 2023. If we are unable to maintain stable relationships with our existing game licensors, or if any of our licensors establishes similar or more favorable relationships with our competitors in violation of its contractual arrangements with us or otherwise, we may not be able to ensure the smooth operation of these licensed online games, and our licensors could terminate or fail to renew the license agreements with us, which could harm our operating results and business.

Moreover, the success of our arrangements with our game licensors depends on the popularity of the games licensed to us by them in the Chinese market, which is affected by, among other things, the frequency and success of updates and expansion packs to those games developed by them over which we have no control. Any failure of such licensors to provide game updates, enhancements and new versions in a timely manner and that are appealing to game players, provide assistance that enables us to effectively promote the games, or otherwise fulfill their obligations under our license agreements could adversely affect the game-playing experience of our game players, damage our reputation, or shorten the life-spans of those games, any of which could result in the loss of game players, acceleration of our amortization of the license fees we have paid for those games, or a decrease in or elimination of our revenues from those games.

In addition, certain events may limit our licensors' ability to develop or license online games, such as claims by third parties that their online games infringe such third parties' intellectual property rights or their inability to acquire or maintain licenses to use another party's intellectual property in their online games. In the case of such events, our licensors may be unable to continue licensing online games to us or to continue participating in any joint venture with us, regardless of the stability of our relationship with them.

We also cannot be certain that these licensed online games will be viewed by the regulatory authorities as complying with content restrictions, will be attractive to users or will be able to compete with games operated by our competitors. We may not be able to fully recover the costs associated with licensing these online games if the games are not popular among users in the PRC, and any difficulties in the operation of these licensed games could harm our business, financial condition and results of operations.

We also offer games that are co-developed such as *Harry Potter: Magic Awakened* and are currently co-developing *Diablo Immortal*<sup>TM</sup>, a mobile massively multiplayer online action role-playing game, or MMO action-RPG, with Blizzard. If we are unable to maintain stable relationships with our co-developers, we may not be able to ensure the smooth development and operation of these co-developed online games, and our co-developers may terminate their business relationships with us, which could harm our operating results and business.

**We receive relatively lower profits from the operation of online games that we license from third-party developers, and we are subject to certain financial obligations in connection with such licenses.**

Our revenue sharing arrangements for games that we license from third-party developers provide us with relatively less profit than games that we develop in-house. Moreover, to secure the rights to games from such developers, we are required, as licensee of the games, to pay them royalties for the games over the terms of the licenses, to make minimum marketing expenditure commitments, or to provide funds for hardware to operate the games, or a combination of the forgoing. See Item 4.B. "Business Overview—Our Services—Online Game Services—Our Games—Our Game Library—Licensed Games." for details about these arrangements. In some cases, we may not be able to recoup our investments in such games. We often must make such commitments and investments without knowing whether the games we are licensing will be successful and generate sufficient revenues to enable us to recoup our costs or for the games to be profitable.

**Future alliances may expose us to potential risks, including those associated with the assimilation of new operation technologies and personnel, unforeseen or hidden liabilities, and potential business disputes with our partners, among others.**

Strategic alliances with key players in the online game industry and other related industry sectors form part of our strategy to expand our portfolio of online games. In some cases, such alliances may involve our investment into strategic partners, as we have done with a number of game development studios in various countries. However, our ability to grow through future alliances, including through joint ventures and direct investments, will depend on the availability of suitable partners at reasonable terms, our ability to compete effectively to attract these partners, the availability of financing to complete larger joint ventures and investments, and our ability to obtain any required governmental approvals. Further, the benefits of an alliance may take considerable time to develop, and we cannot be certain that any particular alliance will produce its intended benefits.

Future alliances could also expose us to potential risks, including risks associated with the assimilation of new operation technologies and personnel, unforeseen or hidden liabilities, the inability to generate sufficient revenue to offset the costs and expenses of alliances and potential loss of, or harm to, our relationships with employees, customers, licensors and other suppliers as a result of integration of new businesses. Further, we may not be able to maintain a satisfactory relationship with our partners, which could adversely affect our business and results of operations. We have relatively limited experience in identifying, financing or completing strategic alliances compared with some of our competitors. Such transactions and the subsequent integration process would require significant attention from our management. The diversion of our management's attention and any difficulties encountered with respect to the alliances or in the process of integration could have an adverse effect on our ability to manage our business.

**Termination of our material intellectual property licenses could have a material adverse effect on our business.**

Certain of our online games rely on intellectual property license agreements which give us the right to use certain names, characters, logos or storylines in connection with online games developed by us. For example, we have a license agreement with Marvel Entertainment to create mobile games based on Marvel characters and storylines and collaborate with Warner Bros. Interactive Entertainment to create a mobile game based on characters and storylines inspired by the Wizarding World. If we were to breach any material term of these license agreements, the licensor could terminate the agreement. If the licensor were to terminate our rights to use any such intellectual property for this reason or any other reason, or if a licensor decides not to renew a license agreement upon the expiration of the license term, the loss of such rights could have a material adverse effect on our business. In addition, it can be difficult to identify a suitable intellectual property that can be adapted for use in online games and is recognizable to players in China and elsewhere, and we face significant competition for the rights to such intellectual property from other online game companies. Obtaining license rights, and particularly exclusive license rights, to use third-party intellectual property for use in online games can involve significant expense. In addition, we have previously obtained, and intend to continue to seek to obtain, license rights for works from certain intellectual property owners based outside of China, and our ability to utilize their intellectual property in China may be adversely affected by the scrutiny of such arrangements by the relevant Chinese authorities.

Even if we obtain license rights for such intellectual property, we cannot assure you that games that we develop utilizing it will be popular and commercially successful and that we will be able to recoup the amounts we pay for the license rights. Moreover, after the expiration of the terms of our license agreements with the relevant copyright holders, we may not be able to renew the agreements with commercial terms that are favorable to us, if at all. Our inability to renew such agreements could force us to discontinue the related online games and have a significant adverse impact on our online game operations and revenues.

**Our new games may attract game players away from our existing games, which may have a material adverse effect on our business, financial condition and results of operations.**

Our new online games, including mobile games and PC games, may attract game players away from our existing games and shrink the player base of our existing online games, which could in turn make those existing games less attractive to other game players, resulting in decreased revenues from our existing games. Players of our existing games may also spend less money to purchase time or virtual items in our new games than they would have spent if they had continued playing our existing games. In addition, our game players may migrate from our existing games with a higher profit margin to new games with a lower profit margin. The occurrence of any of the foregoing could have a material and adverse effect on our business, financial condition and results of operations.

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

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

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

If we suspect a player of installing cheating programs on our online games, or of engaging in other types of unauthorized activities, we may freeze that player's game account or even ban the player from logging on to our games and other media. Such activities to regulate the behavior of our users are essential to maintaining a fair playing environment for our users. However, our users may dispute our regulatory activities and institute legal proceedings against us for damages or claims. Our business, financial condition and results of operations may be materially and adversely affected as a result.

**Our online games will be less likely to be successful if we cannot adopt and implement innovative and effective marketing strategies to attract attention to our games from game players in our targeted demographic groups.**

A relatively large number of mobile and PC games are typically available at any given time in the markets in which we launch and operate our online games, and such games compete for attention from the same game player population that we target. Our ability to successfully promote and monetize our online games will depend on our ability to adopt and effectively implement innovative marketing strategies, and particularly marketing through online media such as our 163.com website, social media sites, game live streaming sites and other online game forums, and our ability to cross-market new games to players of our current online games. We also engage in a wide range of other promotional activities such as hosting game tournaments and a forum that provides an online community for elite game players, key opinion leaders and masters of the online game industry to interact. If we fail to adopt and implement such marketing and cross-marketing strategies, or if the marketing strategies of our competitors are more innovative and effective than ours, our online games will be less likely to be successful and as a result we may not be able to achieve an acceptable level of revenue from those games.

**Some of our players make sales and purchases of our game accounts and virtual items through third-party auction websites, which may have a negative effect on our net revenues.**

Some of our players make sales and purchases of our game accounts and virtual items through unauthorized third-party auction websites in exchange for real money, which we do not and are unable to track or monitor. We do not generate any net revenues from these transactions. Accordingly, purchases and sales of our game accounts or virtual items on third-party websites could lead to decreased sales by us and also put downward pressure on the prices that we charge players for our virtual items and services, all of which could result in lower revenues generated for us by our games. New players may decide not to play our games as a result of any rule changes we might implement to restrict the players' ability to trade in game accounts or virtual items, which could materially adversely affect our business, financial condition and results of operations.

In addition, such trading activities could run afoul of PRC regulations on virtual currency and subject traders and us to potential liability. See "—Risks Related to Doing Business in China—Restrictions on virtual currency may adversely affect our online game revenues."

**Risks Related to Our Other Businesses**

**The changes in Youdao's business strategies and offerings may make it difficult to evaluate its future prospects.**

Our majority-controlled subsidiary Youdao has historically generated a significant portion of its net revenues from after-school tutoring services for academic subjects included in China's compulsory education system for grades K-9, which we refer to as the Academic AST Business. In order to comply with applicable PRC regulatory requirements adopted by the PRC government in the second half of 2021, Youdao has recently disposed of its Academic AST Business. In connection with this disposal, Youdao has been proactively seeking to transition to becoming a leading, technology-focused intelligent learning company. As part of these efforts, Youdao has recently launched a number of new products and services, such as *Youdao Listening Pod* and *Youdao Smart Learning Terminal 2.0*, and its learning services have been restructured to focus mainly on STEAM courses and adult and vocational courses.

The significant changes in Youdao's business strategies and offerings have not only rendered its historical results no longer indicative of its future performance, but they may also have some or all of the following unintended effects:

- Some users, students, customers and business partners may not receive the changes in Youdao's business strategies and offerings in a positive manner, and relationships with these parties may be jeopardized;
- Youdao's new products and services may not be accepted by its users as we expect;
- Youdao's new products and services may not attract users and customers or generate the revenue required to succeed;
- The underlying assumptions and estimates about Youdao's new businesses and the new markets that it attempts to enter into may prove incorrect, which may cause Youdao's actual results of operations to fall short of our expectations;
- To the extent Youdao enters into new businesses, its previous operating history may be of limited use for investors to evaluate Youdao's future performance and prospects;
- The development of new products and services could be costly and time-consuming and require us to make significant investments in research and product development, develop new technologies, and increase sales and marketing efforts, all of which may not be successful;
- Expenses will be incurred in the implementation of the new business strategies and the implementation process, which could be substantial; and
- The changes in organizational structure that will be required to support the changes in Youdao's business strategies and offerings may lead to dissatisfaction among employees which could make it more difficult for Youdao to retain key employees.

If we are unable to successfully address these risks and uncertainties, Youdao's and hence our business, financial condition and results of operations could be materially and adversely affected.

**Significant uncertainties exist in relation to the interpretation and implementation of, or proposed changes to, the PRC laws, regulations and policies regarding the private education industry. In particular, our Youdao business's compliance with the Opinions on Further Alleviating the Burden of Homework and After-School Tutoring for Students in Compulsory Education and the implementation measures issued by the relevant PRC government authorities has materially and adversely affected and may continue to affect Youdao's business, financial condition, results of operations and prospects.**

The PRC private education industry, especially the after-school tutoring sector, has experienced intense scrutiny and has been subject to significant regulatory changes recently that have materially and adversely impacted businesses in such industry. In particular, the Opinions on Further Alleviating the Burden of Homework and After-School Tutoring for Students in Compulsory Education jointly promulgated by the General Office of State Council and the General Office of Central Committee of the Communist Party of China on July 24, 2021, or the Alleviating Burden Opinion, sets out a series of operating requirements for after-school tutoring institutions. Youdao's business, financial condition, results of operations and prospects have been and will continue to be materially and adversely affected by the actions we have taken to date and consider taking to be in compliance with the Alleviating Burden Opinion and its implementation measures. We are closely monitoring the evolving regulatory environment and are making efforts to seek guidance from and cooperate with the government authorities to comply with the Alleviating Burden Opinion and its implementation measures. Youdao has recently disposed of its Academic AST Business, and may in the future take further actions to streamline its tutoring services to comply with such applicable laws and regulations. It remains uncertain whether the PRC government will promulgate more specific and/or stringent requirements for academic after-school tutoring institutions, or academic AST institutions, providing tutoring services on academic subjects for students in grades 10 to 12. To the extent such requirements were to be implemented, Youdao may be required to take actions to comply with such requirements including potentially ceasing to offer after-school tutoring courses on academic subjects for students in grades 10 to 12. Due to the complexity and substantial uncertainty of the regulatory environment, we cannot assure you that Youdao's operations will be in full compliance with applicable laws, regulations and policies, including the Alleviating Burden Opinion and its implementation measures, in a timely manner or at all.

In addition, certain aspects of our Youdao business may be deemed to not be in full compliance with relevant laws and regulations regarding online after-school tutoring services. We have been making and will continue to make efforts to comply with such regulations as well as requirements from the relevant government authorities during such inspections. We cannot assure you, however, that we will comply with such regulatory requirements in a timely manner, or at all. It is also uncertain whether and how the PRC government would promulgate additional laws, regulations and guidance regarding the online private education industry, and there is no assurance that we can comply with any such newly promulgated laws, regulations and guidance in a timely manner, or at all. Moreover, Youdao's business may be required to apply for and obtain additional licenses, permits or recordation or expand the scope of the licenses already obtained, given the significant uncertainties of the interpretation and implementation of certain regulatory requirements applicable to online education businesses.

**The success and future growth of our Youdao business will be affected by the user acceptance and market trend of integration of technology and learning.**

Youdao's business model features integrating technology closely with learning to provide a more efficient and engaging learning experience. Intelligent learning remains a relatively new concept in China, and there are limited proven methods to project user demand or preference or available industry standards. Even with the proliferation of internet and mobile devices in China, we believe that some of Youdao's users and students may still be inclined to choose traditional face-to-face learning approaches over virtual learning as they find the former more intimate and reliable. We cannot assure you that Youdao's products and services will continue to be attractive to our users in the future. If Youdao's offering of learning services and smart devices becomes less appealing to our users, the financial condition and results of operations of our Youdao business could be materially and adversely affected.

**If we fail to develop and apply our technologies to support and expand Youdao's product and service offerings or if we fail to timely respond to the rapid changes in industry trends and user preferences, our Youdao business may be materially and adversely affected.**

Over the years, we have developed a number of core technologies to support Youdao's comprehensive suite of products and services. We also rely on technologies to build and maintain Youdao's information technology infrastructure. The intelligent learning industry in the PRC is subject to an evolving regulatory landscape and rapid technological changes and innovations and is affected by unpredictable product lifecycles and user preferences. Youdao's technologies may become obsolete or insufficient, and we may have difficulties in following and adapting to technological changes in the intelligent learning industry in a timely and cost-effective manner. New technologies and solutions developed and introduced by Youdao's competitors could render its offerings less attractive or obsolete thus materially affecting Youdao's business and prospects. In addition, our substantial investments in Youdao's technologies may not produce expected results. If Youdao fails to continue to develop, innovate and utilize its technologies to support and expand its product and service offerings or if our competitors develop or apply more advanced technologies, the financial condition and results of operations of our Youdao business could be materially and adversely affected.

**We are subject to laws related to music streaming, live streaming and online entertainment industries. Any failure to comply with or any changes in the applicable laws, regulations, policies and guidelines may adversely impact the prospects and results of operations of our services in such industries.**

We operate our online music platform via our majority-controlled subsidiary, Cloud Music. The business and services of Cloud Music must comply with laws, regulations, policies and guidelines promulgated by PRC government authorities related to music streaming, live streaming and online entertainment industries. In addition, Cloud Music and its subsidiaries are required to obtain various government approvals, licenses and permits or make various registrations and filings to provide internet information services, internet culture services, internet publication services, online audio-visual products and other related value-added telecommunications services. If Cloud Music fails to obtain and maintain approvals, licenses or permits required for its business or fails to comply with applicable laws, regulations, policies and guidelines, we could be subject to liabilities, penalties, impediments in development of such business models and disruptions to its operations, which could materially and adversely affect the business of Cloud Music. Moreover, any adverse change in applicable laws, regulations, policies and guidelines or introduction of new laws, regulations, policies or guidelines may impose additional requirements on us and materially and adversely affect the results of operations of Cloud Music. For example, under applicable PRC laws and regulations, platforms providing show live streaming or e-commerce live streaming online should have registered their information and business operations by November 30, 2020. Live streaming platforms that provide network audio-visual program services must hold an Audio and Video Service Permission (the “AVSP”) or complete the registration in the national network audio-visual platform information registration management system. For more information, see “Regulations — Regulations on Internet Live Streaming Services.” Cloud Music and its subsidiaries have not completed such registration yet, and we cannot assure you that such registration will be completed in the future or that Cloud Music will no longer be required to hold an AVSP if and when such registration is completed.

In addition, pursuant to applicable PRC laws and regulations, users who have not registered with their real names or who are minors are prohibited from engaging in virtual gifting. Additionally, live broadcasting service providers are not allowed to register online live broadcasting publisher accounts for minors under the age of 16, and must obtain the consent from parents or guardians and verify the identity of the minors before allowing minors aged 16 or above to register live broadcasting publisher accounts. On August 30, 2021, the MOCT published the Online Performance Brokerage Agencies Measures. According to the Online Performance Brokerage Agencies Measures, online performance brokerage agencies shall not provide online performance brokerage services to minors under the age of 16 and if online performance brokerage services are provided to minors over the age of 16, identity information of the minors shall be verified, and written consent shall be obtained from their guardians. The PRC government may further tighten the account registration and identity verification requirements for minors or impose a higher standard with respect to the registration and identity verification for all users on our platforms in the future, which may require us to upgrade our system, purchase additional services from third-party service providers and incur additional costs. Any such event may deter potential users from registering with our platforms, which may in turn adversely affect the growth of our user base and business prospect.

Moreover, the regulatory environment of virtual gifting in live streaming service is tightening. The Notice on Strengthening the Management of Online Show Live Broadcasting and E-commerce Live Broadcasting (the “Notice 78”) and Online Performance Brokerage Agencies Measures set forth certain restrictions on inducing users to spend or to promote performers on their platform. For detailed information, please refer to “Regulations — Regulations on Internet Live Streaming Services.” The Notice 78 and the Online Performance Brokerage Agencies Measures are relatively new, and the interpretation and enforcement of these regulations involve uncertainties. We cannot guarantee that new rules or regulations promulgated in the future will not impose any additional restrictions on virtual gifting. Any limits or restrictions on user spending on virtual gifting ultimately imposed may negatively impact activities of virtual gifting on our platforms, as well as negatively impact our revenues derived from virtual gifting. As a result, Cloud Music’s business, financial conditions and results of operations may be adversely affected.

**Our intelligent learning, music streaming, e-commerce, advertising and other innovative businesses are subject to a broad range of laws and regulations. Any lack of requisite approvals, licenses or permits applicable to these businesses or any failure to comply with applicable laws or regulations may have a material and adverse impact on our business, financial condition and results of operations.**

Our intelligent learning, music streaming, e-commerce, advertising and other innovative businesses are subject to a broad range of laws and regulations, and future laws and regulations may impose additional requirements and other obligations.



For example, our e-commerce business is subject to numerous PRC laws and regulations that regulate retailers generally or govern online retailers specifically. See below “—Risks Related to Doing Business in China—We are subject to consumer protection laws that could require us to modify our current business practices and incur increased costs.” We may also be required to obtain licenses and permits from different regulatory authorities in order to sell certain categories of products on our e-commerce platform. Additionally, the online activities of all of these businesses are subject to PRC regulations governing foreign ownership of companies in the internet industry and the licensing requirements pertaining to them, as well as internet access and the distribution of online content including music, music videos, online educational content and other forms of content over the internet. See below “—Risks Related to Our Corporate Structure” and “—Risks Related to Doing Business in China.”

Moreover, as these industries are evolving rapidly in China, the interpretation and application of the existing PRC laws and possible new laws, regulations or policies have created substantial uncertainties regarding our businesses. We cannot assure you that we have obtained all the approvals, licenses or permits required for our businesses or will be able to maintain our existing approvals, licenses or permits. If the PRC governmental authorities determine that we are not in compliance with all the requirements under applicable laws and regulations, we may be required to obtain additional licenses or permits or be subject to fines and/or other sanctions. There is no guarantee that we would be able to obtain such licenses or permits or meet all the supervision requirements in a timely manner, or at all. Failure to maintain or regain compliance may materially and adversely affect our business, financial condition and results of operations.

**Our controlling interest in Youdao and/or Cloud Music may be diluted if Youdao and/or Cloud Music raise additional capital with the issuance and sale of additional equity in the future.**

Youdao, our majority-controlled subsidiary listed on the New York Stock Exchange, and/or Cloud Music, our majority-controlled subsidiary listed on the Hong Kong Stock Exchange, may need additional capital in the future to fund their continued operations and support their business growth. As Youdao and/or Cloud Music will continue to invest heavily in improving technologies, expanding their marketing efforts, hiring qualified personnel and offering additional products, services and contents, Youdao and/or Cloud Music may not generate sufficient revenue to offset such expenses. In the future, should Youdao and/or Cloud Music require additional liquidity and capital resources to fund their business and operations, Youdao and/or Cloud Music may need to obtain additional financing, including issuing and selling additional equity or equity-linked securities, or issuing additional equity awards to incentivize their employees, which would dilute our interests in Youdao and/or Cloud Music.

**Youdao, our majority controlled subsidiary, relies on our financial support.**

Since its formation, Youdao has received various financial support from the NetEase group, among others, currently including a RMB878.0 million short-term loan and US\$300.0 million revolving loan facility. If Youdao’s management cannot implement an effective business plan in light of the changing regulatory environment to generate operating cash flows and continue to be able to obtain other sources of financing as necessary for Youdao’s future development, it will continue to rely on the financial support from the NetEase group for its continuing operations.

**We have devoted, and will continue to devote substantial efforts to monetizing our user base in Cloud Music’s music streaming business. If we fail to effectively execute such monetization strategies, Cloud Music’s business may be materially and adversely affected which may adversely affect our consolidated results of operations.**

Our music streaming business is operated by our majority controlled subsidiary Cloud Music, and we have devoted substantial efforts to monetizing its user base by increasing the number of paying users and cultivating users’ willingness to pay for music. Cloud Music monetize its music streaming platform primarily through the sales of membership subscriptions for online music services and sales of virtual items for social entertainment services. At a strategic level, we plan to continue to optimize our existing monetization strategies and explore new monetization opportunities. It is crucial to balance, on the one hand, creating sufficient monetization opportunities, which enhances the revenues of our platform, and, on the other hand, maintaining an enjoyable platform, which helps to maintain a sizable user base, high user engagement and associated network effect. However, if these efforts fail to achieve our anticipated results, we may not be able to increase or even maintain Cloud Music’s revenue growth.

In order to increase the number of our paying users and cultivate our users' willingness to pay for music content and social entertainment services, we will need to address a number of challenges, including but not limited to providing consistently high-quality and user-friendly experience, continuing to curate a catalogue of engaging content and continuing to introduce new, appealing products, services and content that users are willing to pay for. If we fail to address any of these challenges, especially if we fail to offer high-quality music content and superior user experience to meet user preferences and demands, Cloud Music may not be successful in increasing the number of paying users and cultivating users' willingness to pay for music content and social entertainment services, which could have a material adverse impact on Cloud Music's business, and negatively impact our consolidated results of operations.

**If we fail to anticipate user preferences to provide online music streaming content catering to user demands, or maintain the activeness of our services to users and business partners, Cloud Music's business may be materially and adversely affected which may adversely affect our consolidated results of operations.**

Constantly changing consumer preferences have affected and will continue to affect the music industry, in particular online music platforms. Given that our music streaming business operates in a rapidly evolving industry, we need to anticipate user preferences and industry changes and respond to such changes in a timely and effective manner. We must stay abreast of emerging consumer preferences and anticipate product trends that will appeal to existing and potential users. If Cloud Music fails to cater to the needs and preferences of Cloud Music's users and control our costs in doing so or fail to deliver compelling user experience, Cloud Music may suffer from reduced user traffic, and Cloud Music's business may be materially and adversely affected which may adversely affect our consolidated results of operations.

Maintaining and enhancing the "NetEase Cloud Music" brand is critical to expanding Cloud Music's base of users, advertisers, content contributors and other partners. Maintaining and enhancing this brand will depend largely on our ability to continue to develop and provide an innovative and high-quality experience for our listeners and attract advertisers, content owners and other parties to work with us, which we may not do successfully. Our brand may be impaired by a number of other factors, including service outages, data privacy and security issues, listener perception of ad load and exploitation of our trademarks by others without permission. In addition, if our partners fail to maintain high standards for products that integrate our service, the strength of our brand could be adversely affected.

Our music streaming business partners include music labels, advertisers, talent agencies and others. We help our advertisers reach and engage with their target users through the services and solutions we offer through Cloud Music. Our ability to grow our revenues to a certain extent depends on our ability to retain and enhance our relationships with our existing business partners and attract new ones. Our success also depends on our ability to provide effective services and solutions that meet the expectations of our business partners. For instance, if we fail to develop new advertisement formats or effective marketing solutions that are appealing to our business partners, they may turn to our competitors for alternative services. Our business also relies on content, services and technologies provided by some business partners. If we fail to retain and enhance our business relationships with these business partners, or if these business partners choose to terminate or change the terms of our cooperation arrangements for strategic, financial or other reasons, we may suffer content loss, service interruptions or reduced revenues, which may have a material and adverse effect on Cloud Music's business and may adversely affect our consolidated results of operations.

**We depend on third-party licenses for a significant portion of our music content, and any adverse changes to, or loss of, our relationships with these music content providers may materially and adversely affect Cloud Music's business which may adversely affect our consolidated results of operations.**

Significant portions of our music offerings are licensed from music content partners, including music publishers and labels in China and internationally with whom we have entered into 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.

There is also no guarantee that we have all of the licenses for the music 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 open questions of law as to when and whether particular licenses are needed. Additionally, there is a risk that copyright owners, talent agencies, 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.

Furthermore, there is no guarantee that the licenses or arrangements we have now will be renewed in the future. If we are unable to secure and maintain the licenses or similar arrangements that we desire, the size and quality of our music catalog offered by our music streaming platform and the financial condition and results of operations of this business may be materially and adversely affected, which in turn could negatively impact the attractiveness of our brand name and online services in general to our users.

**A portion of our revenues is generated from our advertising services, but we may not be able to compete effectively in this market because of its rapidly evolving nature and intense competition, in which case our ability to generate and maintain advertising revenue in the future could be adversely affected.**

Although we anticipate that the revenues generated by our online games will continue to constitute the major portion of our future revenues, we believe that we will continue to rely on advertising as a source of revenue for the foreseeable future. The popularity of online advertising in China has been growing quickly in recent years, and many of our current and potential advertisers have gained experience with using the internet as an advertising medium. Our ability to generate and maintain significant advertising revenue will depend on a number of factors, many of which are beyond our control, including:

- macroeconomic conditions;
- operations and financial conditions of our advertisers and the general level of advertiser spending;
- the development of a large base of users possessing demographic characteristics attractive to advertisers;
- competition with other major and emerging online advertising platforms;
- the development of software that blocks internet advertisements before they appear on a user's screen;
- downward pressure on online advertising prices; and
- the effectiveness of our advertising delivery and tracking system.

Changes in government policy could also restrict or curtail our online advertising services.

**Our e-commerce business is subject to challenges and risks, which may have a negative impact on our financial performance.**

We established our e-commerce platform, Yanxuan, in April 2016. Yanxuan primarily sells our private label products, including electronic products, food, apparel, homeware, kitchenware and other general merchandise which we mainly source directly from original design manufacturers in China. This business exposes us to challenges and risks that could negatively impact our financial performance. We have incurred significant expenses on a variety of different marketing and brand promotion efforts designed to enhance the recognition of our Yanxuan platform and increase sales of our products on such platform. However, our brand promotion and marketing activities may not be well received by our customers and may not result in the levels of product sales that we anticipate.

We face intense competition from other e-commerce players, private label manufacturers and retailers. The e-commerce industry in China is subject to rapid market change, the introduction of new business models, and the entry of new and well-funded competitors. If we are unable to compete effectively, our e-commerce business's financial condition and results of operations would be materially and adversely affected. To effectively compete with our competitors in the e-commerce industry, we are also required to adjust and refine our marketing approaches or to introduce new marketing approaches because the marketing approaches and tools in the consumer products market in China are constantly evolving. If we are unable to design marketing activities that will appeal to the Chinese consumers or market in a cost-effective manner, revenues from our e-commerce business will be adversely affected. In addition, our e-commerce business requires us to manage a large volume of inventory effectively and requires a large amount of working capital. If we fail to manage our inventory effectively, we may be subject to a heightened risk of inventory obsolescence, a decline in inventory values, and significant inventory write-downs or write-offs, which may materially and adversely affect our e-commerce business and financial position.

Moreover, the future growth of our e-commerce business depends on our ability to continue to attract new customers as well as new purchases from existing customers. Constantly changing consumer preferences have affected and will continue to affect the online retail industry. We must stay abreast of emerging consumer preferences and anticipate product trends that will appeal to existing and potential customers. If we are unable to offer products that attract new customers and new purchases from existing customers, our e-commerce business may be materially and adversely affected.

Furthermore, our profit margin from the e-commerce business, even if the business is successful, is likely to be relatively lower than our profit margin from certain of our other businesses, such as our online game business and advertising business. If we cannot successfully address challenges specific to the e-commerce business and compete effectively, we may not be able to recover the costs of our investments, and our future results of operations and growth prospects may be materially and adversely affected.

### **Risks Related to Our Operations Overall**

#### **We may be unable to compete successfully against new entrants and established industry competitors.**

The Chinese market for internet content and services is intensely competitive and rapidly changing. Our competition primarily comes from global online game developers and operators, such as Tencent, established online and offline education service providers in China, as well as leading digital media and entertainment providers. Some of our current and potential competitors are much larger than we are, and currently offer, and could further develop or acquire, content and services that compete with us. We mainly compete to:

- attract, engage and retain users based on the design, quality, popularity and efficacy of our content offerings, the overall user experience of our products and services, as well as the effectiveness of our marketing activities;
- attract and retain motivated and capable talent, including engineers, game designers, product developers and creative professionals to build compelling content, tools and functions; and
- win collaboration relationships with game studios and content owners based on our level of expertise in systematically developing original games, delivering a compelling user experience through operational know-how and customizing established game titles for rapid expansion into overseas markets.

Our ability to compete depends on a number of other factors as well, some of which may be beyond our control, including alliances, acquisitions or consolidations within our industries that may result in stronger competitors, and changes in the regulatory environment in the markets we operate. Existing and new competitors may leverage their established platforms or market positions, or introduce innovative business models, to launch highly-engaging content, products or services that may attract a large user base and achieve rapid growth, which may materially and adversely affect our business expansion and results of operations. We increasingly face competition from domestic and international players operating in our markets. Because many of our existing competitors as well as a number of potential competitors have longer operating histories in the internet market, greater name and brand recognition, better connections with the Chinese government, larger customer bases and databases and significantly greater financial, technical and marketing resources than we have, we cannot assure you that we will be able to compete successfully against our current or future competitors or that competition will not have a material and adverse effect on our business, financial condition and results of operations.

**If we fail to keep up with rapid changes in technologies and user behavior, our future success may be adversely affected.**

Our future success will depend on our ability to respond to rapidly changing technologies, adapt our products and services to evolving industry standards and improve the performance and reliability of our products and services. Our failure to adapt to such changes could harm our business. In addition, changes in user behavior resulting from technological developments may also adversely affect us. For example, the number of people accessing the internet through mobile devices, including mobile phones, tablets and other hand-held devices, has increased in recent years, and we expect this trend to continue while 5G and more advanced mobile communications technologies are broadly implemented. If we fail to develop products and technologies that are compatible with all mobile devices, or if the products and services we develop are not widely accepted and used by users of various mobile devices, we may not be able to penetrate the mobile markets. In addition, the widespread adoption of new internet, networking or telecommunications technologies or other technological changes could require substantial expenditures to modify or integrate our products, services or infrastructure. If we fail to keep up with rapid technological changes to remain competitive, our future success may be adversely affected.

**We cannot guarantee that our efforts to innovate and explore new areas of operations would be successful or bring positive financial impact to us.**

In addition to our existing businesses, we continue to invest significant resources in innovation and exploring new products, services and technologies to cater to the rapidly changing customer demands and trends in the internet industry. However, the success of new products and services depends on a number of factors including the quality of our products or services, the acceptance by the targeted customers and our assessment of market demands and trends.

Furthermore, our competitors are constantly developing innovations, on both mobile devices and personal computers, to enhance users' online experience in areas that we currently operate or areas that we wish to expand our operations into. As a result, our efforts to continually innovate and explore new growth strategies and introduce new products and services to attract more customers to our services, may not be successful, and we cannot guarantee that our innovation efforts could bring positive financial impact to us.

**Our gross profit margin and profitability may be affected by changes in our mix of revenues.**

Our gross profit may fluctuate from period to period due to a shifting mix of services and products we sell due to changes in the relative demand for them in the marketplace. Shifts in the mix of our revenue contributed by our different business lines (or by shifts in the sales of individual services or products within such businesses) can impact our gross profit because they generally produce a different level of gross margin. For example, in general our Youdao, Cloud Music and innovative businesses and others segments have had lower gross profit margins compared to our online game services segment. These individual gross margins in turn can be impacted in any given period by factors such as competition, the implementation of new regulatory requirements and other factors. If the mix of services and products sold shifts from higher margin business lines to lower margin lines as a result of differing growth rates among such lines (or to lower margin services and products within business lines), our overall gross profit margin and profitability may be adversely affected.

**We are exposed to credit risk on our accounts receivable, which may be heightened during periods of uncertain economic conditions.**

Our outstanding accounts receivable are not covered by collateral or credit insurance. While we have procedures to monitor and limit exposure to credit risk on our accounts receivable, which risk is heightened during periods of uncertain economic conditions, there can be no assurance such procedures will effectively limit our credit risk and enable us to avoid losses, which could have a material adverse effect on our financial condition and operating results.

**A prolonged slowdown in the PRC or global economy may materially and adversely affect our results of operations, financial condition, prospects and future expansion plans.**

We derive a substantial portion of our revenue from China. As a result, our revenue and net income are impacted to a significant extent by economic conditions in China and globally, as well as economic conditions specific to online and mobile internet usage and advertising. The global economy, markets and levels of consumer spending are influenced by many factors beyond our control, including consumer perception of current and future economic conditions, political uncertainty, levels of employment, inflation or deflation, real disposable income, interest rates, taxation and currency exchange rates. In recent years, the rate of economic growth in the PRC has slowed down in general. Any continuing or worsening slowdown could significantly reduce domestic commerce in China, including through the internet generally and within our ecosystem. In addition, any future escalation of the ongoing trade war between the United States and China or ongoing impact of the coronavirus may negatively impact the growth in both the Chinese economy and the global economy as a whole. An economic downturn, whether actual or perceived, a further decrease in economic growth rates or an otherwise uncertain economic outlook in China or any other market in which we may operate could have a material adverse effect on our business, financial condition and results of operations.

**We are subject to a variety of laws and other obligations regarding data security and personal information protection in China, and our failure to comply with any of them could result in proceedings against us by governmental entities or others and harm our public image and reputation, which could have a material adverse effect on our business, results of operations and financial condition.**

We are subject to laws in China relating to the collection, use, sharing, retention, security and transfer of confidential and private information, such as personal information and other data. These laws apply not only to third-party transactions, but also to transfers of information between our company and our subsidiaries and the VIEs and among our company, our subsidiaries, the VIEs and other parties with which we have commercial relations. These laws are continuing to develop, and the PRC government may adopt other rules and restrictions in the future. Non-compliance could result in penalties or other significant legal liabilities.

According to the Cyber Security Law of the People’s Republic of China, or Cyber Security Law, which was promulgated by the National People’s Congress Standing Committee on November 7, 2016, and took effect on June 1, 2017, we, as a network operator, are obligated to provide technical assistance and support to public security and national security authorities in order to protect national security or assist with criminal investigations. In addition, the Cyber Security Law provides that personal information and important data collected and generated by an operator of critical information infrastructure in the course of its operations in the PRC must be stored in the PRC. We have undertaken significant measures in an effort to ensure compliance with the Cyber Security Law. Subsequently, on November 14, 2021, the CAC issued the Regulations on the Administration of Cyber Data Security (Draft for Comments) (the “Draft Data Security Regulations”) for public comments pursuant to which data processors carrying out the following activities must, in accordance with the relevant national regulations, apply for a cybersecurity review: (i) the merger, reorganization or spin-off of internet platform operators that possess a large number of data resources related to national security, economic development and public interests that affect or may affect national security; (ii) listing abroad of data processors that process the personal information of more than one million users; (iii) listing in Hong Kong of data processors that affect or may affect national security; and (iv) other data processing activities that affect or may affect national security. The scope of and threshold for determining what “affects or may affect national security” is still subject to uncertainty and further elaboration by the CAC. On December 28, 2021, the CAC, NDRC, MIIT and other ten PRC regulatory authorities jointly issued the Cybersecurity Review Measures, which became effective from February 15, 2022. The Cybersecurity Review Measures require that (i) any procurement of network products and services by critical information infrastructure operators, which affects or may affect national security, or (ii) any data processing activities by network platform operators, which affect or may affect national security, including that any network platform operator which has personal information of more than one million users and is going to be listed abroad, shall be subject to cybersecurity review. Since the measures were recently promulgated, there exists uncertainties with respect to their interpretation and implementation. In anticipation of the strengthened implementation of cybersecurity laws and regulations and the continued expansion of our business, we face potential risks if we are deemed as a “critical information infrastructure operator” or a “network platform operator” that affects or may affect national security under the Cybersecurity Review Measures, and would be required to follow cybersecurity review procedures. During such review, we may be required to suspend providing any existing or new services to our customers and/or experience other disruptions of our operations, and such review could also result in negative publicity with respect to our company and diversion of our managerial and financial resources. Any violation of such cybersecurity laws and regulations by us may result in warnings and fines, and if we refuse to rectify or have caused severe consequences such as endangering data security, we may be further subject to suspension of our non-compliant operations, revocation of relevant approvals or business licenses or other sanctions. As of the date of this annual report, we have not been involved in any investigations or become subject to a cybersecurity review initiated by the CAC based on the Cybersecurity Review Measures, and we have not received any warning or sanction in such respect or any regulatory objections to our listing status from the CAC.

On June 10, 2021, the Standing Committee of the National People's Congress promulgated the PRC Data Security Law which became effective on September 1, 2021. The PRC Data Security Law provides a national data security review system under which data processing activities that affect or may affect national security shall be reviewed. Any organizational or individual data processing activities that violate the PRC Data Security Law shall bear the corresponding civil, administrative or criminal liabilities depending on the specific circumstances. On August 17, 2021, the State Council promulgated the Regulations on Critical Information Infrastructure Security Protection ("CII Regulations"), which became effective on September 1, 2021. Pursuant to the CII Regulations, competent authorities as well as the supervision and administrative authorities of important industries such as information services are responsible for the security protection of critical information infrastructures (the "Protection Authorities"). The Protection Authorities will establish the rules for the identification of critical information infrastructures based on the particular situations of the industry and report such rules to the public security department of the State Council for record. The critical information infrastructure operators shall, in accordance with relevant laws and regulations, and on the basis of the classified cybersecurity protection, take technical protection and other necessary measures to handle cybersecurity events, guard against cyber-attacks and illegal and criminal activities, ensure the safe and stable operation of the critical information infrastructures, and maintain data integrity, confidentiality and availability. If we are deemed to be a "critical information infrastructure operator" under the CII Regulations, violation of provisions thereto could result in rectification, confiscation of illegal gains, fines and other legal or administrative sanctions. On August 20, 2021, the Standing Committee of the National People's Congress promulgated the PRC Personal Information Protection Law, or the PIPL, which came into effect on November 1, 2021. The PIPL stipulates the scope of personal information and the ways of processing personal information, establishes rules for processing personal information and for transferring personal information abroad, and clarifies the individual's rights and the processor's obligations in the process of personal information. The PIPL applies to (i) the processing within the territory of the PRC of natural persons' personal information; or (ii) the processing outside the territory of the PRC of personal information of natural persons within the PRC, provided that such information is processed (x) for the purpose of providing products or services to domestic natural persons, (y) to analyze or assess the conduct of domestic natural persons, or (z) under any other circumstances as prescribed by laws and administrative regulations. The PIPL requires, among others, that (i) the processing of personal information should have a clear and reasonable purpose which should be directly related to the processing purpose, in a method that has the least impact on personal rights and interests, and (ii) the collection of personal information should be limited to the minimum scope necessary to achieve the processing purpose to avoid the excessive collection of personal information. These newly promulgated laws and regulations reflect the PRC government's further attempts to strengthen the legal protection for national network security, data security, the security of critical information infrastructure and the security of personal information protection. These laws and regulations are relatively new, and therefore there are substantial uncertainties with respect to their interpretation and implementation. We may need to adjust our business operations and systems to comply with these laws and regulations regarding network security, data security and personal information from time to time.

Recently, there has also been an increased focus on ensuring that mobile apps comply with privacy regulations. The Announcement of Launching Special Crackdown Against Illegal Collection and Use of Personal Information by Apps was issued with effect on January 23, 2019 and commenced a coordinated effort among the CAC, MIIT, the Ministry of Public Security and the SAMR to combat the illegal collection and use of personal information by mobile apps throughout the PRC. On October 31, 2019, the MIIT issued the Notice on the Special Rectification of Apps Infringing Users' Rights and Interests, pursuant to which app providers were required to promptly rectify issues the MIIT designated as infringing app users' rights such as collecting personal information in violation of PRC regulations and setting obstacles for user account deactivation. On March 12, 2021, CAC, MIIT, MPS and SAMR jointly issued the Rules on the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications, which came into effect on May 1, 2021 and provide guidance regarding the "essential personal information" for different types of mobile apps. Pursuant to such rules, mobile apps may not deny user access to an apps' basic functional services in the event that the users refuse to provide non-essential personal information. If any of our mobile apps are not in compliance with these regulations, we could be subject to potentially serious penalties, including revocation of our business licenses and permits.

We believe our business operations do not violate any of the above PRC laws and regulations currently in force in material aspects. We have been taking and will continue to take reasonable measures to comply with such laws, regulations, announcement, provisions and inspection requirements; however, as such laws, regulations, announcement and provisions are relatively new, it remains uncertain how these announcements and provisions will be implemented. We cannot assure you we can adapt our operations to it in a timely manner. Evolving interpretations of such laws, regulations, announcements and provisions or any future regulatory changes might impose additional restrictions on us generating and processing personal and behavioral data. We may be subject to additional regulations, laws and policies adopted by the PRC government to apply more stringent social and ethical standards in data privacy resulting from the increased global focus on this area. To the extent that we need to alter our business model or practices to adapt to these announcement and provisions and future regulations, laws and policies, we could incur additional expenses.



Our privacy policies and practices concerning the use and disclosure of data are posted on the NetEase websites and other online and mobile platforms. Any failure by us, our business partners or other parties with whom we do business to comply with its posted privacy policies or with other applicable privacy-related or data protection laws and regulations could result in proceedings against us by governmental entities or others, which could have a material adverse effect on our business, financial condition and results of operations. In addition, any negative publicity on our website or platform's safety or privacy protection mechanism and policy could harm our public image and reputation and have a material and adverse effect on our business, results of operations and financial condition.

**We may be subject to a variety of laws and other obligations regarding data protection in jurisdictions outside of China, and our failure to comply with any of them could result in proceedings against us by governmental entities or others and harm our public image and reputation, which could have a material adverse effect on our business, results of operations and financial condition.**

We may be subject to similar data protection laws and other obligations in jurisdictions outside of China where we operate, including the European Union General Data Protection Regulation ("GDPR"), and state and federal privacy laws in the United States, including the California Consumer Privacy Act of 2018 ("CCPA"), the California Privacy Rights and Enforcement Act ("CPRA"), and other new and emerging comprehensive state privacy laws.

The GDPR has applied directly in all European Union member states since May 25, 2018 and applies to the processing carried out by companies with an establishment in the European Economic Area, or EEA, and to the processing carried out by certain other companies which are not established in the EEA but offer goods or services to individuals located in the EEA or monitor the behavior of individuals located in the EEA. The GDPR implements stringent operational requirements for controllers and processors of personal data, including, for example, disclosures on how personal data is to be used, limitations on retention of personal data and implementation of appropriate safeguards for transfer of personal data out of the EEA (such requirements have been further strengthened following the ruling of the Court of Justice of the European Union issued on July 16, 2020, the so-called Schrems II ruling), cyber security requirements, mandatory data breach notification requirements and requirements for controllers to demonstrate that they have relied on a valid legal basis to carry out data processing activities. Failure to comply with European Union laws and other laws relating to the security of personal data may result in significant fines, such as those applicable under the GDPR which can amount up to EUR20,000,000 or up to 4% of the total worldwide annual turnover of the preceding financial year, if greater, and additional penalties pursuant to European Union member states laws may apply, including criminal liability.

In addition to existing privacy considerations at both the federal and state level in the United States, several states have recently enacted similarly comprehensive privacy laws. California enacted legislation affording consumers expanded privacy protections, including the CCPA, that went into effect as of January 1, 2020. For example, the CCPA gives California residents (including employees, though only in limited circumstances until January 1, 2023), expanded rights to transparency (e.g., detailed information about how personal information is collected, used, and shared), access to, and deletion of their personal information, and a right to opt out of the sharing of certain personal information. The California Attorney General issued implementing regulations that also provide additional details regarding requirements for covered businesses. The CCPA provides for civil penalties for violations enforced by the California Attorney General, as well as a private right of action for certain data breaches that may increase data breach litigation and liability, in light of the potential for statutory damages. Additionally, a new privacy law, the CPRA was approved by California voters, and will take effect January 1, 2023. The CPRA significantly modifies the CCPA, and is set to sunset exemptions regarding employment-related and business-to-business related information, potentially resulting in further uncertainty and requiring us to incur additional costs and expenses in efforts to comply. The CPRA also invests enforcement power in a first-of-its-kind in the U.S. enforcement agency, the California Privacy Protection Agency, which provides for additional unknowns relating to costs and risks for potential legal liability. Several other states have either passed or are considering additional comprehensive state privacy laws, with Virginia, Colorado, and Utah already passing such laws. The passing of these states' laws, and other laws globally, is prompting similar legislative developments in other states in the United States, which could create the potential for a patchwork of overlapping but different state laws, and is inspiring federal legislation, even if unlikely to pass.

Complying with emerging and changing requirements may cause us to incur substantial costs or require us to change our business practices. Non-compliance could result in penalties or significant legal liability, including for example, penalties calculated as a percentage of global revenue under the GDPR.

**We may be subject to breaches of our information technology systems, including security breaches and improper access to or disclosure of our data or user data, which could materially adversely affect our reputation and our results of operations and financial position and expose us to liability claims.**

Any compromise of the security of our information technology systems could materially adversely affect the operations of NetEase's websites and other online and mobile platforms, and result in improper disclosure of personal information and other data. We transmit and store over our systems confidential and private information of our users, such as personal information, including names, user IDs and passwords, and payment or transaction related information. For example, we rely on our information technology systems to record and monitor the purchase and consumption of virtual items by our game players, which constitute a significant portion of the revenue generated from our online games. In addition, in relation to our e-commerce business, almost all of the orders and some of the payments for products we offer are made through our websites and our mobile applications, and some online payments for our products are settled through third-party online payment services. We also share certain personal information about our customers with contracted third-party couriers, such as their names, addresses, phone numbers and transaction records. Moreover, we have accumulated a large volume of data, which covers customer's browsing and consumption behavior information, product manufacturing and sales information, warehousing and distribution information and customer service information, among others.

Hackers develop and deploy viruses, worms, and other malicious software programs to attack websites or other online and mobile platforms and gain access to networks and data centers, and there have been a number of well-publicized malicious attacks against a variety of companies worldwide to gain access to non-public information. Hackers may also act in a coordinated manner to launch distributed denial of service attacks, or other coordinated attacks, that may cause service outages or other interruptions. In addition, we distribute our contents to users based on user interest levels indicated by their past viewing behavior. As a result, our content distribution platforms and the results of our user behavior analysis are subject to attempts of improper access or creating false or undesirable user accounts for purposes of spreading misinformation.

Although we believe that we have not experienced any material hacking activity or security breach that allowed unauthorized access to any information stored on our information technology systems or caused any loss or corruption of personal information and other data, software or other computer equipment, we have been subject to denial of service attacks that have caused portions of our network to be inaccessible for limited periods of time. Although these are industry wide problems that affect many companies worldwide, we anticipate that we may be subject to additional attacks in the future because of the high profile of our company in the Chinese internet industry. We take a number of measures to ensure that our information technology systems are secure, including ensuring that our servers are hosted at physically secure sites and limiting access to server ports. We also use encryption and authentication technologies to secure the transmission and storage of data. These security measures may be compromised as a result of third-party security breaches, employee error, malfeasance, faulty password management, or other irregularities. Third parties may also attempt to fraudulently induce employees or customers into disclosing user names, passwords or other sensitive information, which may in turn be used to access our information technology systems. We expect that we will be required to continue to expend significant resources on system security, data encryption, and other security measures to protect our systems and data, but these security measures cannot provide absolute security.

In the case of a breach of our systems, our data on the purchase and consumption of virtual items by our game players and other personal information of our users such as users of our intelligent education and e-commerce products may be compromised. As a result, our ability to accurately recognize revenues from certain of our online games and the playing experience of our game players could be materially and adversely affected. Moreover, if a computer security breach allows unauthorized access to or release of personal information and other data of our users, our reputation and brand could be materially damaged and use of the NetEase websites and other online and mobile platforms could decrease. We could also be exposed to a risk of loss or litigation and possible liability, which could result in a material adverse effect on our business, results of operations and financial condition.

**The success of our business is dependent on our ability to retain our existing key employees and to add and retain senior officers to our management.**

We depend on the services of our existing key employees. Our success will largely depend on our ability to retain these key employees and to attract and retain qualified senior and middle level managers to our management team. Future changes in management could cause material disruptions to our business. We also depend on our ability to attract and retain in the future highly skilled technical, editorial, marketing and customer service personnel, especially experienced online game software developers. We cannot assure you that we will be able to attract or retain such personnel or that any personnel we hire in the future will successfully integrate into our organization or ultimately contribute positively to our business. In particular, the market for experienced online game software programmers is intensely competitive in China. While we believe we offer compensation packages that are consistent with market practice, we cannot be certain that we will be able to hire and retain sufficient experienced programmers to support our online games business. We may also be unsuccessful in training and retaining less-experienced programmers on a cost-effective basis. The loss of any of our key employees would significantly harm our business. We do not maintain key person life insurance on any of our employees.

**Unexpected network interruption caused by system failures may reduce visitor traffic and harm our reputation.**

Both the continual accessibility of the NetEase websites and other online and mobile platforms and the performance and reliability of our technical infrastructure are critical to our reputation and the ability of the NetEase websites and other online and mobile platforms to attract and retain users and advertisers. Any system failure or performance inadequacy that causes interruptions in the availability of our services or increases the response time of our services could reduce user satisfaction and traffic, which would reduce the NetEase websites and other online and mobile platforms' appeal to users and advertisers. As the number of NetEase websites, mobile applications and traffic increase, we cannot assure you that we will be able to scale our systems proportionately. Any system failures and electrical outages could materially and adversely impact our business.

**Our operations are vulnerable to natural disasters and other events.**

We have limited backup systems and have experienced system failures and electrical outages from time to time in the past, which have disrupted our operations. We have servers and routers in several different countries, with most of our servers and routers are currently located at several different locations in China. Our disaster recovery plan may not fully ensure safety in the event of damage from fire, floods, typhoons, earthquakes, power loss, telecommunications failures, break-ins, geopolitical events and similar events. If any of the foregoing occurs, we may experience a system shutdown. We do not carry any business interruption insurance. To improve performance and to prevent disruption of our services, we may have to make substantial investments to deploy additional servers. We carry property insurance with low coverage limits that may not be adequate to compensate us for all losses, particularly with respect to loss of business and reputation that may occur.

**Our business could be adversely affected by widespread public health or other outbreaks and epidemics.**

COVID-19, a novel strain of coronavirus, has spread worldwide. Many governments around the world have implemented a variety of measures to reduce the spread of COVID-19, including travel restrictions and bans, instructions to residents to practice social distancing, quarantine advisories, shelter-in-place orders and required closures of non-essential businesses. The COVID-19 pandemic has negatively impacted the global economy, disrupted global supply chains and created significant volatility and disruption of financial markets. While COVID-19 vaccines have been approved in various countries, there can be no assurances as to the long-term safety and efficacy of such vaccines or if the current vaccines will be effective against new strains of the coronavirus that causes COVID-19.

There is significant uncertainty around the duration of this disruption on a national and global level, as well as the ongoing effects on our business. This outbreak has caused, and may continue to cause us and certain of our business partners, including game licensors, suppliers, customers, advertisers and manufacturers, to implement temporary and/or permanent adjustments of work schemes allowing employees to work from home. We have taken measures to reduce the impact of this outbreak, including monitoring our employees' health and optimizing our technology system to support potential growth in game player traffic. However, we and certain of our business partners might still experience lower work efficiency and productivity, which may adversely affect our service quality. This outbreak has also caused governments and others to place restrictions on our employees' and our business partners' ability to travel. In addition, the deterioration in economic conditions in connection with the outbreak globally has caused, and may continue to cause, decreases or delays in advertising and marketing service spending (in particular, due to the cancellation and/or delay of live in-person events) and budgets of customers across our platforms. As a result of any of the above developments, our business, financial condition and results of operations could be materially and adversely affected.

The extent to which COVID-19 impacts our results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and any of its variants and the actions to contain COVID-19 or treat its impact, among others. There have also been other outbreaks of epidemics in China and globally in recent years. Our operations could be disrupted if any future outbreak occurs in China, where substantially all of our revenue is derived, or in Beijing, Shanghai, Guangzhou and Hangzhou, where most of our employees are located. Our operations may be impacted due to sickness or death of any of our key officers and employees. Our operations could also be severely disrupted if such health problems or outbreak lead to a general slowdown in the Chinese economy or if our suppliers, customers or business partners were affected by such outbreaks or health epidemics.

**From time to time we may evaluate and consummate strategic investments or acquisitions, which could require significant management attention, disrupt our business and adversely affect our financial results.**

We from time to time evaluate and enter into discussions regarding a wide array of potential long-term investments, merger or acquisition transactions. Any transactions that we enter into could be material to our financial condition and results of operations. The process of integrating with another company or integrating an acquired company, business, asset or technology may create unforeseen operating difficulties and expenditures. The areas where we face risks include:

- significant costs of identifying and consummating acquisitions;
- diversion of management time and focus from operating our business to acquisition integration challenges;
- difficulties in integrating the management, technologies and employees of the acquired businesses;
- implementation or remediation of controls, procedures and policies at the acquired company;
- coordination of products and services, engineering and sales and marketing functions;
- retention of employees from the businesses we acquire;
- liability for activities of the acquired company before the acquisition;
- potential significant impairment losses related to goodwill and other intangible assets acquired or investments in other businesses;
- litigation or other claims in connection with the acquired company;
- significant expenses in obtaining approvals for the transaction from shareholders and relevant government authorities in China;
- in the case of overseas acquisitions, the need to integrate operations across different cultures and languages and to address the particular economic, currency, geopolitical, political and regulatory risks associated with specific countries; and

- failure to achieve the intended objectives, benefits or revenue-enhancing opportunities.

Our failure to address these risks or other problems encountered in connection with our future acquisitions and investments could cause us to fail to realize the anticipated benefits of such acquisitions or investments, incur unanticipated liabilities and expenses and harm our business generally. If we use our equity securities to pay for acquisitions, we may dilute the value of your American depositary shares, or ADSs, and the underlying ordinary shares. If we borrow funds to finance acquisitions, such debt instruments may contain restrictive covenants that could, among other things, restrict us from distributing dividends. Such acquisitions and investments may also lead to significant amortization expenses related to intangible assets, impairment charges or write-offs.

**We face risks associated with our long-term and short-term investments.**

We currently invest a portion of our capital in long-term and short-term investments. As of December 31, 2021, our long-term investments mainly consisted of investment in equity method investees, equity investments with readily determinable fair values and equity investments without readily determinable fair values, and our short-term investments mainly consisted of financial products issued by commercial banks in China with a variable interest rate indexed to the performance of underlying assets and a maturity date within one year when purchased. These investments may earn yields substantially lower than anticipated, and any failure to realize the benefits we expected from these investments may materially and adversely affect our business and financial results.

We had net investment income of RMB1,306.3 million, RMB1,610.0 million and RMB2,947.7 million (US\$462.6 million) for the years ended December 31, 2019, 2020 and 2021, respectively.

**If our server and bandwidth service providers fail to provide these services, our business could be materially curtailed.**

We mainly rely on affiliates of China Telecom, China Unicom, and China Mobile to provide us with server and bandwidth service for internet users to access the NetEase websites and other online and mobile platforms. If China Telecom, China Unicom, and China Mobile or their affiliates fail to provide such services or raise prices for their services, we may not be able to find a reliable and cost-effective substitute provider on a timely basis or at all. If this happens, our business could be materially curtailed.

We also rely on cloud servers maintained by third-party cloud service providers particularly for our overseas games. We do not control the operation of these providers or their facilities, and the facilities are vulnerable to damage, interruption or misconduct. Unanticipated problems at these facilities could result in lengthy interruptions in our services. Problems with our cloud service providers or the telecommunications network providers with whom they contract could adversely affect the experience of our users. Any change in service levels at our cloud servers or any errors, defects, disruptions, or other performance problems with our platform could harm our business or reputation or we could be required to retain the services of replacement providers, which could increase our operating costs.

**We may be held liable for information or content displayed on, retrieved from or linked to the NetEase websites and other NetEase's online and mobile platforms.**

We may face liability for defamation, negligence, copyright, patent or trademark infringement and other claims based on the nature and content of the materials that are published on the NetEase websites and other products and services. We are involved in intellectual property infringement claims or actions from time to time and are occasionally subject to defamation claims or infringement claims related to individual's publicity rights. We believe that the amounts claimed in these actions, in the aggregate, are not material to our business. However, these amounts may be increased for a variety of reasons as the claims progress, and we and our affiliates could be subject to additional defamation or infringement claims which, singly or in the aggregate, could have a material adverse effect on our business and results of operations, if successful. Also, we may be subject to administrative actions brought by relevant PRC competent governmental authorities and in the most severe scenario criminal prosecution for alleged infringement, and as a result may be subject to fines and other penalties and be required to discontinue infringing activities. Furthermore, as we expand our operations outside of China, we may be subject to claims brought against us in jurisdictions outside of China.

We also could be subject to copyright, defamation and other claims based upon user-generated content that is accessible on the NetEase websites or other online and mobile platforms such as content and materials posted or uploaded by users on message boards, online communities, social media platforms, voting systems, e-mail, chat rooms or our other online and mobile platforms including NetEase Cloud Music, NetEase CC live streaming platform and the NetEase NewsApp. By providing technology for hypertext links to third-party websites, we may be held liable for copyright or trademark violations by those third-party sites. Third parties could assert claims against us for losses incurred in reliance on any erroneous information distributed by us. Moreover, users of the NetEase web-based e-mail services could seek damages from us for:

- unsolicited e-mails;
- lost or misplaced messages;
- illegal or fraudulent use of e-mail; or
- interruptions or delays in e-mail services.

We may incur significant costs in investigating and defending these claims, even if they do not result in liability.

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

We have undertaken, and may undertake in the future, partial or complete divestitures or other disposal transactions in connection with certain of our businesses and assets, particularly ones that are not closely related to our core focus areas or might require excessive resources or financial capital, to help our company meet its objectives. For example, in September 2019, we sold our e-commerce platform Kaola. These decisions are largely based on our management's assessment of the business models and likelihood of success of these businesses. However, our judgment could be inaccurate, and we may not achieve the desired strategic and financial benefits from these transactions. Additionally, we have undertaken, and may undertake in the future, partial or complete divestitures or other disposal transactions to comply with evolving legal and regulatory requirements, such as Youdao's recent disposal of its Academic AST Business as part of its efforts to comply with new regulatory requirements adopted by the PRC government in the second half of 2021. Our financial results could be adversely affected by the impact from the loss of earnings and corporate overhead contribution/allocation associated with divested businesses. In addition, as our net income/(loss) from discontinued operations are non-recurrent, it may be difficult for investors and analysts to predict our future earnings potential based on our historical financial performance.

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

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

## RISKS RELATED TO OUR CORPORATE STRUCTURE

**There are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations, and rules relating to the agreements that establish the VIE structure for our operations in China, including potential future actions by the PRC government, which could affect the enforceability of our contractual arrangements with the VIEs and, consequently, significantly affect the financial condition and results of operations performance of NetEase. If the PRC government finds 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.**

Due to legal restrictions on foreign investment in Chinese companies providing value-added telecommunications services and holding ICP licenses and other regulated licenses, we operate all of our business segments through contractual arrangements with the VIEs and their equity holders. The contractual arrangements enable us to (i) hold effective control over the VIEs; (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 or request any existing shareholders of the VIEs to transfer any or part of the equity interests in the relevant VIE to another PRC person or entity designated by us at any time at our discretion. Because of the contractual arrangements, we are the primary beneficiary of the VIEs and their respective subsidiaries and consolidate the results of operations of the VIEs into ours. The VIEs and their respective subsidiaries hold the licenses, approvals and key assets that are essential for our business operations.

Although we have been advised by our PRC counsel that these contractual arrangements are valid and binding under existing PRC laws and regulations, these contractual arrangements may not be as effective in providing control over these VIEs as direct ownership. In addition, we have been further advised by our PRC counsel that there are substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations. Thus, if the PRC government finds that our contractual arrangements do not comply with the existing or future restrictions on foreign investment, or if the PRC government otherwise finds that we, the VIEs or any of their subsidiaries are in violation of the existing or future 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 our business and operating licenses;
- discontinuing or restricting our operations;
- imposing fines or confiscating any of our income that they deem to have been obtained through illegal operations;
- imposing conditions or requirements with which we may not be able to comply;
- requiring us to restructure the relevant ownership structure or operations;
- restricting our financing activities to finance the business and operations of the VIEs; or
- taking other regulatory or enforcement actions that could be harmful to our business.

Any of these actions could cause significant disruption to our business operations, and may materially and adversely affect our business, financial condition and results of operations. In addition, it is unclear what impact the PRC government actions would have on us and on our ability to consolidate the financial results of any of the VIEs in our consolidated financial statements, if the PRC governmental authorities find our legal structure and contractual arrangements to be in violation of PRC laws, rules and regulations. Moreover, new PRC laws, regulations and rules may be introduced to impose additional requirements, posing additional challenges to our corporate structure and contractual arrangements. If any of these penalties results in our inability to direct the activities of VIEs, 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 VIEs and their respective subsidiaries into our consolidated financial statements in accordance with U.S. GAAP which could materially and adversely affect our financial condition and results of operations and cause our ADSs to significantly decline in value or become worthless. Please also see the below risk factors “— Substantial uncertainties exist with respect to how the 2019 Foreign Investment Law may impact the viability of our current corporate structure, corporate governance and business operations.” and “— Risks Related to Doing Business in China—The Chinese government restricts the ability for foreign investors to invest in and operate in certain types of telecommunications and internet businesses.”

**Substantial uncertainties exist with respect to how the 2019 Foreign Investment Law may impact the viability of our current corporate structure, corporate governance and business operations.**

On March 15, 2019, the Standing Committee of National People’s Congress promulgated the 2019 PRC Foreign Investment Law, which became effective on January 1, 2020. The 2019 PRC Foreign Investment Law replaces the trio of existing laws regulating foreign investment in China, namely, the Wholly Foreign-owned Enterprises Law, the Sino-foreign Equity Joint Ventures Law, and the Sino-foreign Cooperative Joint Ventures Law, together with their implementation rules and ancillary regulations, and 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, uncertainties still exist in relation to interpretation and implementation of the 2019 PRC Foreign Investment Law, especially in regard to, including, among other things, the nature of VIE structure, the promulgation schedule of both the “negative list” under the 2019 PRC Foreign Investment Law and specific rules regulating the organization form of foreign-invested enterprises within the five-year transition period. The VIE structure has been adopted by many PRC-based companies, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign investment restrictions in China. While the 2019 Foreign Investment Law and its implementation regulations which took effect on January 1, 2020 do not define contractual arrangements as a form of foreign investment explicitly, we cannot assure you that future laws and regulations will not provide for contractual arrangements as a form of foreign investment. Therefore, there can be no assurance that our control over the VIEs through contractual arrangements will not be deemed as foreign investment in the future.

In the event that any possible future laws, administrative regulations or provisions deem contractual arrangements as a way of foreign investment, or if any of our operations through contractual arrangements is classified in the “restricted” or “prohibited” industry in the future “negative list” under the 2019 Foreign Investment Law, our contractual arrangements may be deemed as invalid and illegal, and we may be required to unwind the VIE contractual arrangements and/or dispose of any affected business. Also, if future laws, administrative regulations or provisions mandate further actions to be taken with respect to existing contractual arrangements, we may face substantial uncertainties as to whether we can complete such actions in a timely manner, or at all. In addition, the 2019 Foreign Investment Law provides that foreign invested enterprises established according to the existing laws regulating foreign investment may maintain their structure and corporate governance within a five-year transition period, which means that we may be required to adjust the structure and corporate governance of certain of our PRC subsidiaries after such transition period. Failure to take timely and appropriate measures to handle any of these or similar regulatory compliance challenges could materially and adversely affect our current corporate structure, corporate governance and business operations.



**Our contractual arrangements with the VIEs may not be as effective in providing operational control as direct ownership. If the VIEs or their ultimate shareholders violate our contractual arrangements with them, our business could be disrupted, our reputation may be harmed and we may have to resort to litigation to enforce our rights, which may be time consuming and expensive.**

Since PRC laws prohibit or restrict foreign equity ownership in certain types of businesses in China, we have relied and expect to continue to rely on the contractual arrangements with the VIEs and their shareholders 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, and the VIEs are owned by shareholders whose interests may differ from ours and those of our shareholders because they own a larger percentage of such companies than of our company. These affiliated companies or their ultimate shareholders could violate our arrangements with them by, among other things, failing to operate and maintain the NetEase websites and other online and mobile platforms, or their various businesses in an acceptable manner, failing to remit revenue to us on a timely basis or at all or diverting customers or business opportunities from our company. In addition, the operation of the online games licensed from Blizzard is dependent on Shanghai EaseNet, which is owned by William Lei Ding, our Chief Executive Officer, director and major shareholder, and has contractual arrangements with us and with the joint venture established between Blizzard and us. The interests of Mr. Ding and the joint venture may differ from ours and those of our shareholders. A violation of the foregoing agreements could disrupt our business and adversely affect our reputation in the market. If these companies or their ultimate shareholders violate our agreements with them, we may have to incur substantial costs and expend significant resources to enforce those arrangements and rely on legal remedies under the PRC laws. Many PRC laws, rules and regulations are relatively new, and because of the limited volume of published decisions and their non-binding nature, the interpretation and enforcement of these laws, rules and regulations involve substantial uncertainties. These uncertainties may impede our ability to enforce these agreements, or cause us to suffer significant delay or other obstacles in the process of enforcing these agreements, and may materially and adversely affect our results of operations and financial position.

**Because our contractual arrangements with certain of our affiliated entities and their ultimate shareholders do not detail the parties' rights and obligations, our remedies for a breach of these arrangements are limited.**

Our current relationship with certain affiliated entities, including Guangzhou NetEase, Hangzhou Leihuo, Youdao Computer, Shanghai EaseNet, and their ultimate shareholders is based on a number of contracts, and these affiliated companies are considered the VIEs for accounting purposes. The terms of these agreements are often statements of general intent and do not detail the rights and obligations of the parties. Some of these contracts provide that the parties will enter into further agreements on the details of the services to be provided. Others contain price and payment terms that are subject to monthly adjustment. These provisions may be subject to differing interpretations, particularly on the details of the services to be provided and on price and payment terms. It may be difficult for us to obtain remedies or damages from these affiliated entities or their ultimate shareholders for breaching our agreements. Because we rely significantly on these companies for our business, the realization of any of these risks may disrupt our operations or cause degradation in the quality and service provided on, or a temporary or permanent shutdown of, the NetEase websites or other online and mobile platforms.

**One of our shareholders has significant influence over our company.**

Our founder, Chief Executive Officer and director, William Lei Ding, beneficially owned, as of March 31, 2022, approximately 44.2% of our total outstanding shares and is our largest shareholder. Accordingly, Mr. Ding has significant influence in determining the outcome of any corporate transaction or other matter submitted to the shareholders for approval, including mergers, consolidations, the sale of all or substantially all of our assets, election of directors and other significant corporate actions. He also has significant influence in preventing or causing a change in control. In addition, without the consent of this shareholder, we may be prevented from entering into transactions that could be beneficial to us. The interests of Mr. Ding may differ from the interests of our other shareholders.

**A majority of the share capital of certain of our affiliated entities are held by our major shareholder, who may cause these agreements to be amended in a manner that is adverse to us.**

William Lei Ding, directly or indirectly holds the majority interest in certain of the VIEs. As a result, Mr. Ding may be able to cause the agreements related to those companies to be amended in a manner that will be adverse to our company, or may be able to cause these agreements not to be renewed, even if their renewal would be beneficial for us. Although we have entered into an agreement that prevents the amendment of these agreements without the approval of the members of our board of directors other than Mr. Ding, we can provide no assurances that these agreements will not be amended in the future to contain terms that might differ from the terms that are currently in place. These differences may be adverse to our interests. In addition, William Lei Ding also holds the entire share capital of Shanghai EaseNet, and we can provide no assurance that Mr. Ding will not cause the agreements related to Shanghai EaseNet to be amended in the future in a manner that will be adverse to us or to contain terms that might differ from the terms that are currently in place. These differences may be adverse to our interests.

**We may not be able to conduct our operations without the services provided by certain of our affiliated entities.**

Our operations are currently dependent upon our commercial relationships with the VIEs, and we derive most of our revenues from these companies. If these companies are unwilling or unable to perform the agreements which we have entered into with them, we may not be able to conduct our operations in the manner in which we currently do. In addition, the VIEs may seek to renew these agreements on terms that are disadvantageous to us. Although we have entered into a series of agreements that provide us with substantial ability to control these companies, we may not succeed in enforcing our rights under them. If we are unable to renew these agreements on favorable terms, or to enter into similar agreements with other parties, our business may not expand, and our operating expenses may increase.

**Our corporate structure may restrict our ability to receive dividends from, and transfer funds to, our PRC subsidiaries and VIEs, which could restrict our ability to act in response to changing market conditions and reallocate funds internally in a timely manner.**

NetEase, Inc. is a holding company with no significant assets other than cash on hand and its equity interests in its directly and indirectly-owned subsidiaries, including those set forth in the organizational diagram appearing in Item 4.B. “Business Overview—Our Organizational Structure.” As a result, our primary internal source of funds for our cash and financing requirements is dividend payments and other distributions on equity from our subsidiaries. If these subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us, which in turn would limit our ability to pay dividends on our ordinary shares and service any debt we may incur. PRC tax authorities may also require us to amend our contractual arrangements with the VIEs and their respective shareholders in a manner that would materially and adversely affect the ability of our subsidiaries to pay dividends and other distributions to us. In addition, Chinese legal restrictions permit payment of dividends only out of net income as determined in accordance with Chinese accounting standards and regulations. Under Chinese law, our PRC subsidiaries and the VIEs are also required to set aside a portion of their net income each year to fund certain reserve funds, except in cases where a company’s cumulative appropriations have already reached the statutory limit of 50% of that company’s registered capital. These reserves are not distributable as cash dividends. Also see “—Risks Related to Doing Business in China—We may be treated as a resident enterprise for PRC tax purposes under the Enterprise Income Tax Law, which may subject us to PRC income tax on our global income and result in dividends payable by us to our foreign investors, and gains on the sales of our ordinary shares or ADSs, becoming subject to taxes under PRC tax laws, which may materially reduce the value of your investment.” Any limitation on the ability of our PRC subsidiaries and the VIEs to transfer funds to us in the form of dividends or other distributions could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our businesses, pay debt or dividends, and otherwise fund and conduct our business.

In addition, any transfer of funds from us to any of our PRC subsidiaries or the VIEs, either as a shareholder loan or as an increase in registered capital, is subject to certain statutory limit requirements and registration or approval of the relevant PRC governmental authorities, including the relevant administration of foreign exchange and/or the relevant examining and approval authority.

Therefore, it is difficult to change our capital expenditure plans once the relevant funds have been remitted from our company to our PRC subsidiaries or the VIEs. These limitations on the free flow of funds between us and our PRC subsidiaries and the VIEs could restrict our ability to act in response to changing market conditions and reallocate funds internally in a timely manner.

**Our arrangements with certain of our affiliated entities and their respective shareholders may cause a transfer pricing adjustment and may be subject to scrutiny by the PRC tax authorities.**

We could face material and adverse tax consequences if the PRC tax authorities determine that our contracts with the VIEs and their respective shareholders were not entered into based on arm's-length negotiations. Although our contractual arrangements are similar to those of other companies conducting similar operations in China, if the PRC tax authorities determine that these contracts were not entered into on an arm's-length basis, they may adjust our income and expenses for PRC tax purposes in the form of a transfer pricing adjustment which may result in an increase in our taxes. In addition, the PRC tax authorities may also impose late payment interest.

**A transfer of shares of certain of our affiliated entities may trigger tax liability.**

If we need to cause the transfer of shareholdings of the VIEs from their current respective shareholders to any other individual, we may be required to pay individual income tax in the PRC on behalf of the transferring shareholder. Such individual income tax would be based on any gain deemed to have been realized by such shareholder on such transfer, and may be calculated based on a tax rate of 20% applied to the transferring shareholder's interest in net book value of the entity whose shares are being transferred minus the original investment cost. A significant tax obligation arising from any such transfer of shares could materially adversely affect our business and results of operations.

**We may lose the ability to use and enjoy assets held by any of the principal VIEs that are important to the operation of our business if such VIE declares bankruptcy or becomes subject to a dissolution or liquidation proceeding.**

The principal VIEs hold assets that are material to our business operations, such as our certain intellectual property and core licenses and permits. Although the VIE contracts between our subsidiaries and the VIEs and the shareholders of the VIEs contain terms that prohibit the shareholders of the VIEs from adversely affecting the existence of the VIEs, in the event the shareholders breach this obligation and voluntarily liquidate the VIEs, or if any of the VIEs declare bankruptcy and all or part of its assets become subject to liens or rights of third-party creditors, we might be unable to continue some or all of our business operations. Furthermore, if any of the VIEs were to undergo a voluntary or involuntary liquidation proceeding, its shareholders or unrelated third-party creditors might claim rights to some or all of such VIE's assets and their rights could be senior to our rights under the VIE contracts, thereby hindering our ability to operate our business.

**RISKS RELATED TO DOING BUSINESS IN CHINA**

**The political relationships between China and other countries may affect our business, financial condition, results of operations, cash flows and prospects.**

We have launched more than 50 mobile games in global markets since 2015 and also offer certain other services outside of China. As a result, China's political relationships with other countries in which our services are available may affect our business operations. For instance, in September 2020, after heightened tensions between China and India over the disputed Himalayan mountain border, the government of India announced the ban of 118 mobile applications of Chinese origin, including several of our products. In addition, in September 2020, former U.S. President Donald Trump issued an executive order blocking TikTok and WeChat from processing transactions for U.S. citizens and from being downloaded in U.S. app stores due to national security concerns. In January 2021, President Trump also issued an executive order prohibiting transactions between U.S. individuals and companies and eight Chinese applications, including AliPay and QQ. In June 2021, U.S. President Joe Biden rescinded both executive orders and directed the U.S. Commerce Department to monitor software applications that could affect U.S. national security and make recommendations. In October 2021, the U.S. Commerce Department submitted an initial set of recommendations on data scrutiny. Although the foregoing executive order is not directed at our services and the ban in India has not materially impacted our online games services revenue, there can be no assurance that the deterioration of political relationships between China and other foreign jurisdictions will not result in further bans or restrictions on our products.

We monitor domestic policies in the United States and other jurisdictions designed to restrict certain Chinese companies from supplying or operating in the U.S. market. These policies include the Clean Network project initiated by the U.S. Department of State in August 2020 and new authorities granted to the Department of Commerce to prohibit or restrict the use of information and communications technology and services, or ICTS. While a substantial majority of our business is conducted in China, policies like these may deter U.S. users from accessing and/or using our products and services in the United States, which could adversely impact our user experience and reputation.

Likewise, we are monitoring policies in the United States that are aimed at restricting U.S. persons from investing in or supplying certain Chinese companies. The United States and various foreign governments have imposed controls, license requirements and restrictions on the import or export of technologies and products (or voiced the intention to do so). For instance, the United States is in the process of developing new export controls with respect to “emerging and foundational” technologies, which may include certain AI and semiconductor technologies. In addition, the U.S. government may potentially impose a ban prohibiting U.S. persons from making investments in or engaging in transactions with certain Chinese companies. Measures such as these could deter suppliers in the United States and/or other countries that impose export controls and other restrictions from providing technologies and products to, making investments in, or otherwise engaging in transactions with Chinese companies. As a result, Chinese companies would have to identify and secure alternative supplies or sources of financing, while they may not be able to do so in a timely manner and at commercially acceptable terms, or at all. In addition, Chinese companies may have to limit and reduce their research and development and other business activities, or cease conducting transactions with parties, in the United States and other countries that impose export controls or other restrictions. Like other Chinese companies, our business, financial condition and results of operations could be adversely affected as a result.

In addition, there can be no assurance that our customers will not alter their perception of us or their preferences as a result of adverse changes to the state of political relationships between China and the relevant foreign jurisdiction. Any tensions and political concerns between China and the relevant foreign jurisdictions may adversely affect our business, financial condition, results of operations, cash flows and prospects.

**Changes in government regulation of the telecommunications and internet industries in China may result in uncertainties in interpretation and/or the Chinese government requiring us to obtain additional licenses or other governmental approvals to conduct our business, both of which may restrict our operations.**

The telecommunications and internet industry, including ICP services and online games, is highly regulated by the Chinese government. In addition, the telecommunication and internet-related laws and regulations are relatively new and constantly evolving, and their interpretation and enforcement involve significant uncertainties. As a result, in certain circumstances, it may be difficult to determine what actions or omissions may be deemed to be in violation of applicable laws and regulations in this area.

The evolving PRC regulatory system for the telecommunications and internet industries may lead to the establishment of new regulatory agencies. For example, in May 2011, the State Council announced the establishment of the CAC, whose primary role is to facilitate the policy-making and legislative development in the telecommunications and internet industries by coordinating with other relevant governmental agencies in connection with online content administration and handling cross-ministry regulatory matters in relation to such industries.

In addition, we are uncertain as to whether the Chinese government will reclassify our business as a media or retail company, due to our acceptance of fees for internet advertising, online games, e-commerce, and other innovative services as sources of revenues, or as a result of our current corporate structure. Such reclassification could subject us to penalties, fines or significant restrictions on our business. Moreover, NetEase, Inc. may have difficulties enforcing its rights under the agreements with the VIEs if any of these parties breaches any of the agreements with them because NetEase, Inc. does not have approval from appropriate Chinese authorities to provide internet content services, internet advertising services, e-commerce services or other innovative services. Future changes in Chinese government policies affecting the provision of information services, including the provision of online services, internet access, e-commerce services, online advertising and online gaming may impose additional regulatory requirements on us or our service providers or otherwise harm our business.

**The Chinese government restricts the ability for foreign investors to invest in and operate in certain types of telecommunications and internet businesses.**

Foreign ownership of certain types of telecommunications and internet businesses which we operate, including value-added telecommunications services, internet cultural services and internet publication services, is subject to restrictions under applicable PRC laws. For example, on September 28, 2009, GAPP, together with the National Copyright Administration and National Office of Combating Pornography and Illegal Publications issued a Notice Regarding the Consistent Implementation of the “Regulation on Three Provisions” of the State Council and the Relevant Interpretations of the State Commission Office for Public Sector Reform and the Further Strengthening of the Administration of Examination and Approval of Online Games and the Examination and Approval of Imported Online Games, or Circular 13. According to Circular 13, foreign investors are not permitted to invest in online game operating businesses in China via wholly-owned, equity joint venture or cooperative joint venture investments and expressly prohibits foreign investors from gaining control over or participating in domestic online game operators through indirect ways such as establishing other joint venture companies, or contractual or technical arrangements. In addition, the Administration of Online Publishing Service jointly issued by the SAPPRFT and the MIIT, effective on March 10, 2016, forbids foreign investments in the online publishing business.

With respect to our internet media business, the CAC’s Provisions for the Administration of Internet News Information Services, which became effective from June 1, 2017, expressly prohibit any Sino-foreign equity joint venture or cooperative joint venture or any foreign-funded enterprise to conduct internet-based news information services. We believe we are in compliance with such requirement because our internet media business is conducted through our contractually controlled VIEs that are PRC entities. Additionally, in accordance with the Several Opinions on the Introduction of Foreign Capital to the Culture Sector (Wen Ban Fa [2005] No. 19) issued by the MOC on July 6, 2005, foreign investors (excluding Hong Kong and Macau) are prohibited from establishing or operating internet-based cultural institutions. It is unclear what activities count as “operating internet-based cultural institutions,” however certain services we provide in our innovative businesses and others segment are likely to be deemed as such. We believe we are also in compliance with this requirement because we operate our other innovative businesses and other services through our contractually controlled VIEs.

It is unclear whether the authorities will deem our VIE structure as a kind of “indirect way” for foreign investors to gain control over or participate in domestic online game operators, internet-based news information services or internet-based cultural institutions. If our VIE structure is deemed as one such “indirect way,” our VIE structure may be challenged by the authorities and the authorities may require us to restructure our VIE structure and take action to prohibit or restrict our business operations. In such case, we may not be able to operate or control business in the same manner as we currently do and may not be able to consolidate the VIEs. Please also see “Risks Related to Our Corporate Structure” above for a discussion of the risks associated with our VIE structure.

In recent years, the PRC government has been promoting foreign investment reform in some sectors and purported to loosen the foreign investment restrictions in those sectors. For example, the Notice of the MIIT on Removing the Restrictions on Foreign Equity Ratios in Online Data Processing and Transaction Processing (Operating E-commerce) Business promulgated by the MIIT on June 19, 2015 allows foreign investors to hold up to 100% of the equity interests in an online data processing and transaction processing business (operational e-commerce) in China. In addition, the NDRC and the MOFCOM jointly published the 2019 edition of the Special Administrative Measures for Access of Foreign Investments, or the 2019 Negative List, which came into effect on July 30, 2019. The 2019 Negative List removed some of the previous restrictions on value-added telecommunications providers by allowing foreign investors to hold up to 100% of the equity interests in e-commerce, domestic multi-party communication, e-storage and forwarding and call center businesses in China. The 2019 Negative List has been replaced by the 2020 edition and the 2021 edition of the Special Administrative Measures for Access of Foreign Investment, which retain the same provisions with respect to value-added telecommunication businesses as the 2019 Negative List. Furthermore, the newly amended Regulation for the Administration of Foreign-Invested Telecommunications Enterprises, which will take effect on May 1, 2022, will remove some of the requirements for major foreign investors in a foreign-invested telecommunications enterprise engaging in value-added telecommunication services. For example, the record of good performance and operating experience in managing value-added telecommunication services for the major foreign investors will be removed. It is unclear, however, how these new regulations and policies will be implemented. More generally, the authorities in China have broad discretion in the determination and interpretation of the rules and regulations regarding foreign investment in the telecommunications and internet business, which may adversely impact our financial statements, operations and cash flows.

**The approval, filing or other requirements of the CSRC, CAC or other PRC government authorities may be required under PRC law in connection with our issuance of securities overseas or maintenance of the listing status of our ADSs, and the PRC government’s oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our ADSs.**

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 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, our operations in China are governed by PRC laws and regulations. The PRC government has significant oversight and discretion over the operation of our business, and it may influence our operations, which could result in a material adverse change in our operation and the value of our ADSs. The PRC government has recently indicated an intent to exert more oversight over overseas offerings and/or foreign investment in China-based issuers like us. For example, the Opinions on Strictly Cracking Down on Illegal Securities Activities issued on July 6, 2021 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.” Such opinions further provided that the special provisions of the State Council on overseas offerings and listings by those companies limited by shares will be revised and therefore the duties of domestic industry competent authorities and regulatory agencies will be clarified. Subsequently, CAC issued the Draft Data Security Regulations and CAC, NDRC, MIIT and other ten PRC regulatory authorities jointly issued the Cybersecurity Review Measures which further strengthened the cybersecurity review measures. For more details, please see “—Risks Related to Our Operations Overall—We are subject to a variety of laws and other obligations regarding data security and personal information protection in China, and our failure to comply with any of them could result in proceedings against us by governmental entities or others and harm our public image and reputation, which could have a material adverse effect on our business, results of operations and financial condition.”

In addition, on December 24, 2021, CSRC issued the draft Administrative Provisions of the State Council on Overseas Issuance and Listing of Securities by Domestic Enterprises (the “Draft Administrative Provisions”) and the draft Administrative Measures for the Record-Filings of Overseas Issuance and Listing of Securities by Domestic Enterprises (the “Draft Filing Measures”) for public comment. The Draft Administrative Provisions clarify the responsibilities of the CSRC to supervise the activities of “overseas issuance and listing of securities by domestic enterprises” and that overseas issuance and listing of domestic enterprises shall be subject to filing procedures with the CSRC, as well as regulatory requirements for the overseas issuance and listing of domestic enterprises. The Draft Filing Measures, as a supporting rule to the Draft Administrative Provisions, detail the main procedures of record-filing management of domestic enterprises’ overseas issuance and listing. Pursuant to the Draft Administrative Provisions, domestic enterprises seeking overseas listing or issuance of securities directly or indirectly will be required to both go through filing procedures and report relevant information to the securities regulatory authority under the State Council. A “direct” issuance and listing of securities by a domestic enterprise refers to the overseas issuance of securities or overseas securities listing for trading by a company limited by shares incorporated in the PRC. An “indirect” issuance and listing of securities by a domestic enterprise refers to, enterprises whose main business activities are in the PRC in the name of overseas enterprises issuing securities overseas or listing overseas based on the equity, assets, income or other similar rights and interests of domestic enterprises. Domestic enterprises seeking an overseas listing or issuance of securities are also required to operate in compliance with laws and regulations on foreign investment, state-owned asset management, industry supervision, and overseas investment. On April 2, 2022, CSRC issued the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (Draft for Comments) (the “Draft Confidentiality and Archives Administration Provisions”) for public comment, according to which a domestic company that seeks to offer and list its securities in an overseas market shall strictly abide by applicable PRC laws and regulations, 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. As such Draft Administrative Provisions, the Draft Filing Measures and the Draft Confidentiality and Archives Administration Provisions have not been adopted and it remains unclear whether the formal version to be adopted in the future will have any further material changes, it is uncertain how such measures and provisions will be enacted, interpreted or implemented and how they will affect us.

If the CSRC, CAC or other relevant PRC regulatory agencies subsequently determine that approval is required for any of our future offerings of securities overseas or to maintain the listing status of our ADSs, we cannot guarantee that we will be able to obtain such approval in a timely manner, or at all. The CSRC, CAC 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 ADSs. If we proceed with any of such offering or maintain the listing status of our ADSs without obtaining the CSRC's or other relevant PRC 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 the CSRC, CAC or other PRC 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 ADSs.

Furthermore, if there are any other approvals, filings and/or other administration procedures to be obtained from or completed with the CSRC, CAC or other PRC regulatory agencies as required by any new laws and regulations for any of our future proposed offering of securities overseas or the listing of the 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. In addition, implementation of industry-wide regulations affecting our operations could cause the value of our securities to significantly decline. Therefore, investors of our company and our business face potential uncertainty from actions taken by the PRC government affecting our business.

**The Chinese government has not enacted any specific laws regarding virtual asset property rights and, accordingly, it is not clear what liabilities, if any, online game providers may have for virtual assets.**

One of the features of our PC and mobile MMORPG and other games which helps to build a large user base and maintain loyalty is that users can accumulate virtual tools, powers and rankings as they play the games. We believe that these virtual assets are highly valued by our users, particularly long-term users, and are traded among users. However, on occasion, such assets can be lost if, for example, a user's identity is stolen by another user or we experience a system error or crash. Other than the PRC Civil Code, which was passed by the National People's Representative Meeting on May 28, 2020 and took effect on January 1, 2021, which prescribes that network virtual property will be protected according to the laws and regulations stipulating the protection of such property, the Chinese government has not yet enacted any specific laws regarding virtual property rights. Accordingly, we have no basis to determine what are the legal rights, if any, associated with virtual assets and what liabilities we could be exposed to for the loss or destruction of virtual assets. We could therefore potentially be held liable for the way in which we handle and protect virtual assets.

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

A large part of our online game revenues are collected through the sale of prepaid points, as described elsewhere on this annual report.

On February 15, 2007, the MOC, the PBOC, and 12 other PRC regulatory authorities jointly issued the Notice on the Reinforcement of the Administration of Internet Cafés and Online Games, or the Internet Cafés Notice, which strengthens the administration of virtual currency in online games to avoid any adverse impact on the PRC economy and financial system. Under the Internet Cafés Notice, the total amount of virtual currency issued by online game operators and the amount purchased by individual users should be strictly limited, with a clear distinction between virtual transactions and real transactions, so that virtual currency should only be used to purchase virtual items.

On June 4, 2009, the MOC and the MOFCOM jointly issued the Notice on Strengthening the Administration of Online Game Virtual Currency, or the Online Game Virtual Currency Notice, which defined “Virtual Currency” as a type of virtual exchange instrument that is issued by online game operators, purchased directly or indirectly by the game user by exchanging legal currency at a certain exchange rate, saved outside the game programs, stored in servers provided by the online game operators in electronic record format and represented by specific numeric units. In addition, the Online Game Virtual Currency Notice categorizes companies involved with virtual currency as either issuers or trading platforms and prohibits companies from simultaneously engaging both as issuers and as trading platforms. The Online Game Virtual Currency Notice’s objective is to limit the circulation of virtual currency and thereby reduce concerns that it may impact real world inflation. To accomplish this, the Online Game Virtual Currency Notice requires online game operators to report the total amount of their issued virtual currencies on a quarterly basis and to refrain from issuing disproportionate amounts of virtual currencies in order to generate revenues. In addition, the Online Game Virtual Currency Notice reiterates that virtual currency can only be provided to users in exchange for an RMB payment and can only be used to pay for virtual goods and services of the issuers. Online game operators are strictly prohibited from conducting lucky draws or lotteries in which participants pay cash or virtual currency to win game items or virtual currency. The Online Game Virtual Currency Notice also requires online game operators to keep transaction data records for no less than 180 days and to not provide virtual currency trading services to minors.

In order to comply with the requirements of the Online Game Virtual Currency Notice, we may need to change our prepaid point card distribution and database systems, resulting in higher costs of our online game operation, lower sales of our prepaid cards, or other changes in our business model. Such changes may therefore have an adverse effect on our revenues from online games.

**Information displayed on, retrieved from or linked to the NetEase websites and other online and mobile platforms may subject us to claims of violating PRC laws.**

Internet companies in China are subject to a variety of existing and new rules, regulations, policies, and license and permit requirements on the distribution of information over the mobile and internet. Under these rules and regulations, content service providers are prohibited from posting or displaying over the mobile or internet content that, among others, violates PRC laws and regulations, impairs the national security of China, is obscene, superstitious, defamatory, or may be deemed by relevant government authorities as “socially destabilizing” or leaking “state secrets” of China. Violations or perceived violations of Chinese laws arising from information displayed on, retrieved from or linked to the NetEase websites and other online and mobile platforms could result in significant penalties, including a temporary or complete cessation of our business.

Multiple organizations are involved in the administering of such regulations, including the Propaganda Department of the Chinese Communist Party, which has been given the responsibility to censor news published in China to ensure a particular political ideology, and the CAC, which has been given the responsibility to protect, supervise and administer cyber security issues in China. In addition, the MIIT has published implementing regulations that subject online information providers to potential liability for content included in their media and the actions of subscribers and others using their systems, including liability for violation of PRC laws prohibiting the distribution of content deemed to be socially destabilizing. The Ministry of Public Security has also from time to time prohibited the distribution over the internet of information which it believes to be socially destabilizing. In addition, the NRTA is involved in the supervising, administering and reviewing of the content and quality of radio and television programs and internet audio-visual programs. The MOCT is involved in guiding and administering the literary and artistic undertakings and artistic creation and production. The PRC government and regulatory authorities strengthen the regulation on internet content from time to time. For example, according to the Administrative Measures for Online Live-streaming Marketing (for Trial Implementation), which was issued by NRTA and several other government authorities jointly on April 23, 2021 and became effective on May 25, 2021, a live-streaming marketing platform shall be staffed with live-streaming content management professionals commensurate with the scale of services, have the technical capacity to maintain the security of online live-streaming content and have technical solutions that comply with relevant national standards. With respect to online performance, the Administrative Measures for Business Activities Relating to Online Performance which was issued by MOC on December 2, 2016 and took effect on January 1, 2017, requires that an online performance business operator shall develop sound administrative rules for content examination, appoint examiners that meet the needs of self-examination and have obtained corresponding qualifications, and establish technical regulatory measures that meet the needs of content management.



The Ministry of Public Security has the authority to require any local internet service provider to block any website maintained outside China at its sole discretion. The State Secrecy Bureau, which is directly responsible for the protection of state secrets of all PRC government and Chinese Communist Party organizations, is authorized to block any website it deems to be leaking state secrets or failing to meet the relevant regulations relating to the protection of state secrets in the distribution of online information. The term “state secrets” has been broadly interpreted by Chinese governmental authorities in the past. We may be liable under any of these pronouncements for content and materials posted, uploaded or transmitted by users on our platform. User-generated content is accessible on the NetEase websites and our other online and mobile platforms including NetEase News App and NetEase Cloud Music, such as content and materials posted or uploaded by users on message boards, online communities and social media platforms. We have implemented an efficient and thorough content screening and monitoring mechanism for NetEase Cloud Music and our other platforms which involve both automated filtering and manual review, to timely remove any inappropriate or illegal content, including interactive content on our platform. However, such procedures may not prevent all illegal or inappropriate content or comments from being posted, and our editorial staff may fail to review and screen such content or comments effectively. To the extent that PRC regulatory authorities find any content on our platform objectionable, they may require us to limit or eliminate the dissemination of such content on our platform in the form of take-down orders or otherwise. Failure to identify and prevent illegal or inappropriate content from being distributed on our platform may subject us to liability. Recently, PRC governmental authorities have tightened regulations on online content. For example, the CAC launched the “Clear and Bright” campaign to rectify a variety of online misconduct in May 2021, in response to which certain policies were issued and enforcement actions were launched. If the PRC governmental authorities determine that we are not in compliance with all the requirements under applicable laws and regulations relating to Internet content, we may be subject to fines and/or other sanctions such as an order to correct the violation, confiscation of illegal earnings, suspension or shutdown of the related business and website, cessation of business operation for rectification, and revocation of business license, any of which could disrupt our operations. In addition, PRC laws and regulations are subject to interpretation by the relevant authorities, and it may not be possible to determine in all cases the types of content that could result in our liability as a platform operator.

Furthermore, under the relevant regulations, internet companies which provide bulletin board systems, chat rooms or similar services, such as our company, must apply for the approval of the State Secrecy Bureau. As the implementing rules of these regulations have not been issued, we do not know how or when we will be expected to comply, or how our business will be affected by the application of these regulations.

**We face uncertainties with respect to the interpretation and implementation of the Guidelines to Anti-Monopoly in the Field of Internet Platforms.**

The PRC Anti-monopoly Law, which took effect on August 1, 2008, prohibits monopolistic conduct such as entering into monopoly agreements, abusing market dominance and concentration of undertakings that may have the effect of eliminating or restricting competition. Violations of such law can result in an order to stop the illegal conduct, confiscation of revenue earned from such conduct and a fine of 1% to 10% of the total amount of revenue earned in the prior year. On February 7, 2021, the Anti-Monopoly Commission of the State Council promulgated the Guidelines to Anti-Monopoly in the Field of Internet Platforms, or the Anti-Monopoly Guidelines, which took effect on the same date and operate as a compliance guidance for platform economy operators under the existing PRC anti-monopoly laws and regulations. The Anti-Monopoly Guidelines aim at specifying some of the circumstances under which an activity of internet platforms may be identified as monopolistic conduct as well as setting out filing procedures for concentration of undertakings involving variable interest entities. The Anti-Monopoly Guidelines mainly covers five aspects, including general provisions, monopoly agreements, abusing market dominance, concentration of undertakings, and abusing of administrative powers eliminating or restricting competition.

On October 23, 2021, the Standing Committee of the National People’s Congress issued a draft amendment to the Anti-Monopoly Law for public comments, which proposes to amend the penalties for illegal concentration of business operators to include the discontinuation of concentration, disposal of the shares or assets within a specified time limit, transfer of the business within a specified time limit and the adoption of other necessary measures to return to the state prior to the concentration, and a fine of no more than ten percent of its prior year’s sales revenue if the concentration of the business operators has or may have an effect of eliminating or restricting competitions; or a fine of up to RMB5 million if the concentration of business operators does not have an effect of eliminating or restricting competitions.” The draft also proposes the relevant authority to investigate transactions where there is evidence that the concentration has or may have the effect of eliminating or restricting competitions, even if such concentration does not reach the filing threshold.

Recently, the SAMR has imposed administrative penalties in a number of anti-monopoly cases in the internet industry, and the regulatory environment for anti-monopoly in the internet industry has been tightening. Given the uncertainties of the interpretation and implementation of the Anti-Monopoly Guidelines and considering the evolving legislative activities and varied local implementation practices of anti-monopoly and competition laws and regulations in the PRC, we may be required to make expenditures and adjust our business practice to comply with existing or future laws and regulations, which may increase our costs and limit our ability to operate our business. In addition, failure or perceived failure to comply with Anti-Monopoly Guidelines or other anti-monopoly related laws and regulations may result in investigations or enforcement actions, litigation or claims against us and could have an adverse effect on our business, financial conditions and results of operations.

**We may not be able to adequately protect our intellectual property and may be exposed to infringement claims by third parties.**

We rely on a combination of copyright, trademark, patent and trade secrecy laws and contractual restrictions on disclosure to protect our intellectual property rights. Our efforts to protect our proprietary rights may not be effective in preventing unauthorized parties from copying or otherwise obtaining and using our technology or imitating our name, private label merchandise or other intellectual property. Monitoring unauthorized use of our intellectual property is difficult and costly, and we cannot be certain that the steps we take will effectively prevent misappropriation of our technology or other intellectual property.

From time to time, we may have to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of our resources. In addition, our current and future business activities, including our portal service and private label merchandise, may infringe upon the proprietary rights of others, and third parties may assert infringement claims against us, including claims alleging, among other things, copyright, trademark or patent infringement. Third parties have initiated litigation against us for alleged infringement of their proprietary rights, and additional claims may arise in the future. In the event of a successful claim of infringement and our failure or inability to develop non-infringing technology or content or to license the infringed or similar technology or content on a timely basis, our business could suffer. Moreover, even if we are able to license the infringed or similar technology or content, license fees that we pay to licensors could be substantial or uneconomical. See Item 4.B. “Business Overview—Intellectual Property.”

**We are subject to consumer protection laws that could require us to modify our current business practices and incur increased costs.**

Our e-commerce business is subject to numerous PRC laws and regulations that regulate retailers generally or govern online retailers specifically, such as the Consumer Protection Law. If these regulations were to change or if we or our suppliers were to violate them, the costs of certain products or services could increase, or we could be subject to fines or penalties or suffer reputational harm, which could reduce demand for the products or services offered on our e-commerce platform and hurt our business and results of operations. For example, the amended Consumer Protection Law, which became effective in March 2014, strengthens the protection of consumers and imposes more stringent requirements and obligations on business operators, with a particular focus on businesses that operate via the Internet. Pursuant to the Consumer Protection Law, consumers are generally entitled to return goods purchased within seven days upon receipt without giving any reasons if the purchases are made through the Internet. Consumers whose interests have been harmed due to their purchase of goods or acceptance of services on e-commerce platforms may claim damages from sellers or service providers.

Laws and regulations regarding consumer protection, particularly those involving transactions conducted over the Internet, frequently change and are subject to interpretation. We are therefore unable to predict the ultimate cost of compliance of the relevant laws or regulations or their effect on our operations. We may be required to make significant expenditures or modify our business practices to comply with existing or future laws and regulations, which may increase our costs and materially limit our ability to operate our business.

**Regulatory restrictions on financial transactions may adversely affect the operation and profitability of our business.**

On June 14, 2010, the PBOC issued the Measures for the Administration of Non-financial Institutions Engaging in Payment and Settlement Services, or the PBOC Measures, which became effective on September 1, 2010 and were revised on April 29, 2020, and require that non-financial institutions engaging in the business of effecting payments and settlements before September 1, 2010 obtain a permit from the PBOC by August 31, 2011 to continue operating their business. We currently operate an online payment platform used by both distributors of our prepaid points and end-users of our online services, which requires a permit under the PBOC Measures. In addition, on December 28, 2015, the PBOC issued a notice regarding the Administrative Measures for the Internet Payment Services of Non-banking Payment Institutions, or the PBOC Notice 43, which took effect on July 1, 2016. According to the PBOC Notice 43, a payment institution is required to follow the principles of “know your clients,” and maintain records on its clients using their real names when opening payment accounts for its clients. Pursuant to the PBOC Notice 43, a payment institution shall not engage in, including in a disguised form, such businesses as securities, insurance, credit loans, financing, wealth management, guarantee, trust, currency exchange, cash deposit and withdrawal services. In addition, a payment institution is required to, based on client identity, conduct affiliated management of all the payment accounts opened by the same client. On January 13, 2017, the PBOC issued the Notice of the PBOC on Matters concerning Implementing the Centralized Deposit of the Funds of Pending Payments of Clients of Payment Institutions, which requires that from April 17, 2017, payment institutions transfer a portion of customer reserve funds to a specifically designated bank account upon the request of the PBOC and that no interest be allowed to accrue upon the transferred customer reserve funds for the time being. On June 29, 2018, the PBOC issued a further notice, namely the Notice of the General Office of PBOC on Matters Concerning the Centralized Deposit of the Full Amount of Customer Reserve Funds by Payment Institutions, which requires payment institutions to cause up to 100% of the customer reserve funds to be transferred to the above-mentioned account. On January 19, 2021, the PBOC issued the Measures for Deposit and Management of Customer Reserve Funds by Non-bank Payment Institutions, or the Measures for Customer Reserve Funds, which became effective on March 1, 2021. The Measures for Customer Reserve Funds define “Clients’ Reserves” as funds actually received by non-bank payment institutions when processing payments for clients and payable upon clients’ order, which shall be fully deposited by the non-bank payment institutions into a dedicated deposit account held in the custody of banking institutions. The Measures for Customer Reserve Funds standardize the centralized deposit and management business of customer’s reserves after centralized deposit of reserves, further refine the provisions on deposit, use and transfer of reserves, clarify the corresponding reserve management responsibilities of the PBOC and its branches, clearing institutions and reserve banks, set punishment standards for violations of customer’s reserves and promote the healthy development of the industry health development. A six-month transitional period shall be set up since the implementation of the Measures for Customer Reserve Funds.

We are in compliance with the PBOC Notice 43 and the recent PBOC requirements to transfer our customer reserve funds to its designated bank account, however, we cannot predict how the regulations relating to financial transactions will evolve or be certain that we will be able to maintain compliance with all relevant regulations at a reasonable cost. Any inability to continue operating our current online payment platform would likely materially and adversely affect the operation and profitability of our business.

**Uncertainties with respect to the PRC legal system, including uncertainties regarding the enforcement of laws, and sudden or unexpected changes in policies, laws and regulations in China, could adversely affect us.**

The Chinese legal system is a civil law system based on written statutes. Unlike common law systems, it is a system in which decided legal cases have less precedential value. In the late 1970s, the Chinese government began to promulgate a comprehensive system of laws and regulations governing economic matters. The overall effect of legislation enacted over the past 40 years has significantly enhanced the protections afforded to foreign invested enterprises in China. However, many of these laws, regulations and legal requirements are relatively recent and are evolving rapidly, and their interpretation and enforcement involve uncertainties. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory provisions and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. 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 through unmerited or frivolous legal actions or threats in attempts to extract payments or benefits from us. Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all. As a result, we cannot assure that we can comply with these policies or rules at all times. In addition, any administrative and court proceedings may be protracted, resulting in substantial costs and diversion of resources and management attention.

The PRC government has significant oversight and discretion over the conduct of our business and may intervene with or influence our operations as the government deems appropriate to further regulatory, political and societal goals. The PRC government has recently published new policies that adversely 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.

**Contract drafting, interpretation and enforcement in China involve significant uncertainty.**

We have entered into numerous contracts governed by PRC law, many of which are material to our business. As compared with contracts in the United States, certain contracts governed by PRC law may contain less detail and may not be as comprehensive in defining contracting parties' rights and obligations in some instances. As a result, those contracts are more vulnerable to disputes and legal challenges. In addition, contract interpretation and enforcement by the court in China is not as developed as in the United States, and the result of contract dispute in certain cases is subject to significant uncertainties. Therefore, we cannot assure you that we will not be subject to disputes under our material contracts, and if such disputes arise, we cannot assure you that we will prevail. Any dispute involving material contracts, even without merit in plaintiff's regard, may materially and adversely affect our reputation and our business operations, and may cause the price of our ADSs and/or shares to decline.

**Changes in China's political and economic policies could harm our business.**

The economy of China has historically been a planned economy subject to governmental plans and quotas and has, in certain aspects, been transitioning to a more market-oriented economy. Although we believe that the economic reform and the macroeconomic measures adopted by the Chinese government have had a positive effect on the economic development of China, we cannot predict the future direction of these economic reforms or the effects these measures may have on our business, financial position or results of operations. In addition, the Chinese economy differs from the economies of most countries belonging to the Organization for Economic Co-operation and Development, or OECD. These differences include:

- economic structure;
- level of government involvement in the economy;
- level of development;
- level of capital reinvestment;
- control of foreign exchange;
- inflation rates;
- methods of allocating resources; and
- balance of payments position.

As a result of these differences, our business may not develop in the same way or at the same rate as might be expected if the Chinese economy were similar to those of the OECD member countries.

**Our business benefits from certain PRC government incentives. Expiration of, or changes to, these incentives and PRC tax laws could have a material adverse effect on our operating results.**

Under China's Enterprise Income Tax Law, the enterprise income tax, or EIT, rate payable by domestic and foreign-invested enterprises is 25.0%. Preferential tax treatments are granted to entities that conduct business in encouraged sectors and to entities that are classified as HNTes, or "Software Enterprises" or "Key Software Enterprises," whether such entities are foreign invested enterprises or domestic companies.

A number of our subsidiaries enjoy preferential tax rates by being recognized as an HNTE and/or a “Key Software Enterprise.” For example, Boguan, NetEase Hangzhou and certain other PRC subsidiaries were qualified as HNTEs and enjoyed a preferential tax rate of 15% for 2019, 2020 and 2021. In 2019 and 2020, Boguan, NetEase Hangzhou and certain other PRC subsidiaries were also qualified as Key Software Enterprises and enjoyed a further reduced preferential tax rate of 10% for 2018 and 2019. The related tax benefit was recorded in 2019 and 2020, respectively. See Item 5.A. “Operating Results—Income Taxes.”

Although we will attempt to obtain or maintain similar preferential tax statuses for our subsidiaries in the future, we cannot assure you that we will obtain or maintain any particular preferential tax status, and typically the relevant government agencies do not confirm that we have obtained or maintained a particular tax status until late in a given tax year or the following tax year. The qualifications for HNTE or “Software Enterprise” or “Key Software Enterprise” status are subject to an annual assessment by the relevant government authorities in China, and the PRC policies on preferential tax treatments may change from time to time. For example, in 2021, none of our PRC subsidiaries were qualified as Key Software Enterprises for 2020. Without any preferential tax status, the standard EIT rate of 25.0% will apply. Moreover, if there are further changes to the relevant income tax laws and their implementation, our subsidiaries and the VIEs may need to pay additional taxes, which could have a material adverse effect on our results of operations.

**We may be treated as a resident enterprise for PRC tax purposes under the Enterprise Income Tax Law, which may subject us to PRC income tax for our global income and result in dividends payable by us to our foreign investors, and gains on the sales of our ordinary shares or ADSs, becoming subject to taxes under PRC tax laws, which may materially reduce the value of your investment.**

Under the Enterprise Income Tax Law, enterprises established outside of the PRC whose “de facto management bodies” are located in the PRC are considered “resident enterprises,” and will generally be subject to the uniform 25.0% EIT rate for their global income. Under the implementation rules of the Enterprise Income Tax Law, “de facto management body” is defined as the body that has material and overall management control over the business, personnel, accounts and properties of the enterprise. In April 2009, the PRC tax authority promulgated a circular to clarify the criteria for determining whether the “de facto management bodies” are located within the PRC for enterprises established outside of the PRC that are controlled by entities established within the PRC. However, the relevant laws and regulations remain unclear regarding treatment of an enterprise established outside the PRC that is not controlled by entities established within the PRC.

Some of our management is currently located in the PRC. Accordingly, we may be considered a “resident enterprise” and may therefore be subject to the EIT rate of 25.0% of our global income, and as a result, the amount of dividends we can pay to our shareholders could be reduced. We cannot confirm whether we will be considered a “resident enterprise” because the implementation rules are unclear at this time.

Under the implementation rules of the Enterprise Income Tax Law, dividends paid to “non-resident enterprises” by “resident enterprises” on profits earned after January 1, 2008 are regarded as income from “sources within the PRC” and therefore subject to a 10.0% withholding income tax, while dividends on profits earned before January 1, 2008 are not subject to the withholding income tax. Similarly, gains realized on the transfer of ordinary shares or ADSs by “non-resident enterprises” are also subject to a 10.0% PRC EIT if such gains are regarded as income derived from sources within the PRC. A lower withholding income tax rate is applied if the “non-resident enterprises” are registered in Hong Kong or other jurisdictions that have a favorable tax treaty arrangement with China. Nevertheless, the Announcement on Issues Concerning “Beneficial Owners” in Tax Treaties, or the STA Circular 9, which was issued on February 3, 2018 by the STA and effective on April 1, 2018, provides that a “non-resident enterprise” which does not engage in substantive business activities may not be deemed to be a beneficial owner that is entitled to the above-mentioned reduced income tax rate of 5%. It is unclear at this stage whether STA Circular 9 applies to dividends from our PRC subsidiaries paid to us through our Hong Kong subsidiaries. It is possible that under STA Circular 9 our Hong Kong subsidiaries would not be considered to be the beneficial owners of any such dividends, and that, if such dividends are subject to withholding, such withholding rate would be 10% rather than the favorable 5% rate generally applicable under the tax treaty between mainland China and Hong Kong.

Because we may be treated as a “resident enterprise,” any dividends paid to the investors which are considered “non-resident enterprises” and individual shareholders who are non-PRC residents may be subject to withholding income tax, and gains realized on the transfer of our ordinary shares or ADSs by such investors may be subject to PRC income tax if such dividends or gains are deemed to be from PRC sources, which may adversely and materially affect the value of the investment in our shares or ADSs. The tax rate for gains and dividends is 10% for “non-resident enterprise” shareholders and 20% for non-PRC individual shareholders, subject to any reduction or exemption set forth in applicable tax treaties. However, it is unclear whether in practice non-PRC shareholders would be able to obtain the benefits of income tax treaties entered into between PRC and their countries or areas.

**We and our shareholders face uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises by a non-PRC company.**

On February 3, 2015, the STA issued the Bulletin on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or Bulletin 7, which has been further amended by the Announcement on Issues Concerning the Withholding of Enterprise Income Tax at Source on Non-PRC Resident Enterprises, or Bulletin 37, issued by the STA on October 17, 2017 and amended on June 15, 2018. Pursuant to these bulletins, subject to a safe harbor for purchase and sale of equity securities through a public securities market, an “indirect transfer” of assets, including equity interests in a PRC resident enterprise, by non-PRC resident enterprises may be re-characterized and treated as a direct transfer of PRC taxable assets, if the 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 this indirect transfer may be subject to PRC enterprise income tax.

**Fluctuation in Renminbi exchange rates could adversely affect the value of our ADSs and any cash dividend declared on them.**

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 and the foreign exchange policy adopted by the PRC government. In 2019, the Renminbi further depreciated by approximately 1.2% against the U.S. dollar. In 2020, the value of the Renminbi appreciated by approximately 6.7% against the U.S. dollar. In 2021, the value of Renminbi appreciated by approximately 2.4%. It is difficult to predict how market forces or PRC or U.S. government policy, including any interest rate increases by the Federal Reserve, may impact the exchange rate between the Renminbi and the U.S. dollar in the future. There remains significant international pressure on the PRC government to adopt a more flexible currency policy, including from the U.S. government. In August 2019, the U.S. Treasury Department announced that it labelled China a “currency manipulator,” which was officially dropped by the U.S. Treasury Department in January 2020. However, it is uncertain whether the U.S. government may issue any similar announcement in the future. As a result of such announcement, the United States may take further actions to eliminate perceived unfair competitive advantages created by alleged manipulating actions. Any actions taken by the U.S. Treasury Department in this regard as well as China’s possible responses could result in greater fluctuation of the Renminbi against the U.S. dollar.

Our revenues are primarily denominated in Renminbi, and any significant depreciation of the RMB may affect the value of, and dividends (if any) payable on, our ordinary shares or ADSs in U.S. dollar terms. For example, to the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert our RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares, repaying our U.S. dollar denominated loans or other payment obligations or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us. In addition, appreciation or depreciation in the value of the RMB relative to U.S. dollars would affect our financial results reported in U.S. dollar terms regardless of any underlying change in our business or results of operations. For example, in 2020, we experienced a RMB3.1 billion foreign exchange loss mainly due to the RMB appreciating against the U.S. dollar. This loss had a significant effect on our profit and our cash dividend.

**Restrictions on currency exchange may limit our ability to utilize our revenues effectively.**

Most of our revenues and operating expenses are denominated in Renminbi. The Renminbi is currently freely convertible under the “current account” which includes dividends, trade and service-related foreign exchange transactions, but not under the “capital account” which includes foreign direct investment and loans.

Under existing PRC foreign exchange regulations, payments of current account items, including payment of dividends, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval of SAFE, by complying with certain procedural requirements. Our PRC subsidiaries and affiliates may also retain foreign exchange in its current account to satisfy foreign exchange liabilities or to pay dividends.

Since a significant amount of our future revenues will be denominated in Renminbi, the existing and any future restrictions on currency exchange may limit our ability to utilize revenues generated in Renminbi to fund our business activities outside China, if any, or expenditures denominated in foreign currencies. In order to limit the flow of capital out of China, the overall current regulatory environment relating to foreign exchange controls in China suggests that, as a matter of practice, SAFE has been making it increasingly difficult to obtain foreign exchange approvals for offshore dividend payments or capital account settlement.

In addition, foreign exchange transactions under the capital account are subject to limitations and require registration with or approval by the relevant PRC governmental authorities. In particular, any transfer of funds from us to any of our PRC subsidiaries or the VIEs, either as a shareholder loan or as an increase in registered capital, is subject to certain statutory limit requirements and registration or approval of the relevant PRC governmental authorities, including the relevant administration of foreign exchange and/or the relevant examining and approval authority. Our ability to use the U.S. dollar proceeds of the sale of our equity or debt to finance our business activities conducted through our PRC subsidiaries or the VIEs will depend on our ability to obtain these governmental registrations or approvals. In addition, because of the regulatory issues related to foreign currency loans to, and foreign investment in, domestic PRC enterprises, we may not be able to finance the operations of our PRC subsidiaries or the VIEs by loans or capital contributions. We cannot assure you that we can obtain these governmental registrations or approvals on a timely basis, if at all. Any future restrictions imposed by SAFE or tightened foreign exchange control by SAFE as a matter of practice may adversely affect our ability to utilize our revenues effectively and pay dividends to our shareholders.

**Failure to comply with PRC regulations regarding the registration requirements for employee equity incentive plans may subject our PRC citizen employees or us to fines and other legal or administrative sanctions.**

On February 15, 2012, SAFE issued the Notices on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas-Listed Company, or the Stock Incentive Plan Rule. Under the Stock Incentive Plan Rule, PRC citizens who are granted share options or other employee equity incentive awards by an overseas publicly-listed company are required, through a qualified PRC agent or a PRC subsidiary of such overseas publicly-listed company, to register with SAFE and complete certain other procedures related to the share options or other employee equity incentive plans. If we or such PRC participants fail to comply with these regulations, we or such PRC participants may be subject to fines and other legal or administrative sanctions.

**The Chinese government has strengthened the regulation of investments made by Chinese residents in offshore companies and reinvestments in China made by these offshore companies. Our business may be adversely affected by these restrictions.**

The SAFE has adopted certain regulations that require registration with, and approval from, Chinese government authorities in connection with direct or indirect control of an offshore entity by Chinese residents. The term “control” under SAFE regulation is broadly defined as the operation rights, beneficiary rights or decision-making rights acquired by PRC residents in the offshore special purpose vehicles or PRC companies by means of acquisition, trust, proxy, voting rights, repurchase, convertible bonds or other arrangements. The SAFE regulations retroactively require registration of investments in non-Chinese companies previously made by Chinese residents. In particular, the SAFE regulations require Chinese residents to register with SAFE information about offshore companies in which they have directly or indirectly invested and to make follow-up registrations in connection with certain material transactions involving such offshore companies, such as mergers or division, capital increases and decreases, in equity transfer or exchange. A newly established enterprise in China which receives foreign investments is also required to provide detailed information about its controlling shareholders and to certify whether it is directly or indirectly controlled by a domestic entity or resident.

In the event that a Chinese shareholder with a direct or indirect stake in an offshore parent company fails to make the requisite SAFE registration, the Chinese subsidiaries of such offshore parent company may be prohibited from making distributions of profit to the offshore parent and from paying the offshore parent proceeds from any reduction in capital, share transfer or liquidation in respect of the Chinese subsidiaries. Further, failure to comply with the various SAFE registration requirements described above can result in liability under Chinese law for foreign exchange evasion.

These regulations may have a significant impact on our present and future structuring and investment. We have requested our shareholders who to our knowledge are PRC residents to make the necessary applications, registrations and amendments as required under these regulations. We intend to take all necessary measures to ensure that all required applications and registrations will be duly made and all other requirements will be met. We further intend to structure and execute our future offshore acquisitions in a manner consistent with these regulations and any other relevant legislation. However, because it is presently uncertain how the SAFE regulations, and any future legislation concerning offshore or cross-border transactions, will be interpreted and implemented by the relevant government authorities in connection with our future offshore financings or acquisitions, we cannot provide any assurances that we will be able to comply with, qualify under, or obtain any approvals required by the regulations or other legislation. Furthermore, we cannot assure you that any PRC shareholders of our company or any PRC company into which we invest will be able to comply with those requirements. The inability of our company or any PRC shareholder to secure required approvals or registrations in connection with our future offshore financings or acquisitions may subject us to legal sanctions, restrict our ability to pay dividends from our Chinese subsidiaries to our offshore holding company, and restrict our overseas or cross-border investment activities or affect our ownership structure.

## **RISKS RELATED TO OUR ADSs AND SHARES**

**The Public Company Accounting Oversight Board, or the PCAOB, is currently unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections over our auditor deprives our investors with the benefits of such inspections.**

Our auditor, the independent registered public accounting firm that issues the audit report included elsewhere in this annual report, as an auditor of companies that are traded publicly in the United States and a firm registered with the Public Company Accounting Oversight Board, or the PCAOB, is subject to laws in the United States pursuant to which the PCAOB conducts regular inspections to assess its compliance with the applicable professional standards. Since our auditor is located in China, a jurisdiction where the PCAOB has been unable to conduct inspections without the approval of the Chinese authorities, our auditor is not currently inspected by the PCAOB.

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

**Our ADSs will be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, in 2024 if the PCAOB is unable to inspect or fully investigate auditors located in China, or in 2023 if proposed changes to the law are enacted. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.**

The Holding Foreign Companies Accountable Act, or the HFCAA, was signed into law 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 three 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. On December 2, 2021, the SEC adopted final amendments implementing the disclosure and submission requirements of the HFCAA, pursuant to which the SEC will identify an issuer as a "Commission Identified Issuer" if the issuer has filed an annual report containing an audit report issued by a registered public accounting firm that the PCAOB has determined it is unable to inspect or investigate completely, and will then impose a trading prohibition on an issuer after it is identified as a Commission-Identified Issuer for three consecutive years. On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB is unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong. The PCAOB identified our auditor as one of the registered public accounting firms that the PCAOB is unable to inspect or investigate completely. Therefore, we expect to be identified as a "Commission Identified Issuer" shortly after the filing of this annual report on Form 20-F.



Whether the PCAOB will be able to conduct inspections of our auditor before the issuance of our financial statements on Form 20-F for the year ending December 31, 2023 which is due by April 30, 2024, or at all, is subject to substantial uncertainty and depends on a number of factors out of our, and our auditor's, control. If our shares and ADSs are prohibited from trading in the United States, there is no certainty that we will be able to list on a non-U.S. exchange or that a market for our shares will develop outside of the United States. Such a prohibition would substantially impair your ability to sell or purchase our ADSs when you wish to do so, and the risk and uncertainty associated with delisting would have a negative impact on the price of our ADSs. Also, such a 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.

On June 22, 2021, the U.S. Senate passed a bill which would reduce the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA from three years to two. On February 4, 2022, the U.S. House of Representatives passed a bill which contained, among other things, an identical provision. If this provision is enacted into law and the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA is reduced from three years to two, then our shares and ADSs could be prohibited from trading in the United States in 2023.

**The potential enactment of the Accelerating Holding Foreign Companies Accountable Act would decrease the number of non-inspection years from three years to two, thus reducing the time period before our ADSs may be prohibited from over-the-counter trading or delisted. If this bill were enacted, our ADS could be delisted from the exchange and prohibited from over-the-counter trading in the U.S. in 2023.**

On June 22, 2021, the U.S. Senate passed a bill known as the Accelerating Holding Foreign Companies Accountable Act to amend Section 104(i) of the Sarbanes-Oxley Act of 2002 (15 U.S.C. 7214(i)) to prohibit securities of any registrant from being listed on any of the U.S. securities exchanges or traded over-the-counter if the auditor of the registrant's financial statements is not subject to PCAOB inspection for two consecutive years, instead of three consecutive years as currently enacted in the HFCAA.

On February 4, 2022, the U.S. House of Representatives passed the America Competes Act of 2022 which includes the exact same amendments as the bill passed by the Senate. The America Competes Act however includes a broader range of legislation not related to the HFCAA in response to the U.S. Innovation and Competition Act passed by the Senate in 2021. The U.S. House of Representatives and U.S. Senate will need to agree on amendments to these respective bills to align the legislation and pass their amended bills before the president of the United States can sign into law. It is unclear when the U.S. Senate and U.S. House of Representatives will resolve the differences in the U.S. Innovation and Competition Act and the America Competes Act of 2022 bills currently passed, or when the U.S. President will sign on the bill to make the amendment into law, or at all.

In the case that the bill becomes the law, it will reduce the time period before our ADSs could be delisted from the exchange and prohibited from over-the-counter trading in the U.S. from 2024 to 2023.

**The trading price of our ADSs has been and is likely to continue to be, and the trading price of Shares can be, volatile, which could result in substantial losses to holders of our ADSs and/or shares.**

The trading price of our ADSs has been and is likely to continue to be volatile and could fluctuate widely in response to a variety of factors, many of which are beyond our control. The trading price of our shares, likewise, can be volatile for similar or different reasons. For example, the trading prices of our ADSs ranged from US\$77.97 to US\$134.33 per ADS in 2021 and the trading prices of our ordinary shares ranged from HK\$117.2 to HK\$207.4 per ordinary share in 2021. In addition, the performance and fluctuation of the market prices of other companies with business operations located mainly in China, especially internet and technology companies that have listed their securities in Hong Kong and/or the United States, may affect the overall investor attitude towards Chinese public companies. The securities of some of these companies have experienced and may continue to experience significant volatility, resulting from, among other things, underperformance and deteriorating financial results, negative news or perceptions about inadequate corporate governance practices, and fraudulent behaviors of such companies. Consequently, the trading performance of our shares and/or ADSs may be adversely and materially affected, regardless of our actual operation performance.

In addition to market and industry factors, the price and trading volume for our shares and/or ADSs may be highly volatile for factors specific to our operation, including the following:

- variations in our results of operations that are not in line with market or research analyst expectations or changes in financial estimates by securities research analysts;

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- announcements of studies and reports relating to the quality of our product and service offerings or those of our competitors;
- changes in the economic performance or market valuations of other market players in our industries;
- announcements made by us or our competitors of new features or functionalities or other product and service offerings, investments, acquisitions, strategic relationships, joint ventures or capital commitments;
- press and other reports, whether or not true, about our business, including negative reports published by short sellers, regardless of their veracity or materiality to us;
- litigation and regulatory allegations or proceedings that involve us and our directors;
- additions to or departures of our management;
- political or market instability or disruptions, and actual or perceived social unrest in the markets where we operate;
- fluctuations of exchange rates among the Renminbi, the Hong Kong dollar and the U.S. dollar;
- sales or perceived potential sales or other dispositions of existing or additional ADSs or other equity or equity-linked securities;
- any actual or alleged illegal acts of our senior management or other key employees;
- any share repurchase program; and
- regulatory developments affecting us or our industry, customers, licensors and other suppliers.

In particular, our revenues and results of operations have varied significantly in the past and may continue to fluctuate in the future, which may adversely impact the trading price of our ADSs and shares. Historically, usage of our online games has generally increased around the Chinese holidays, in particular winter and summer school holidays. Revenues from certain of our innovative businesses and others, including advertising services, have followed the same general seasonal trend throughout each year, with the first quarter of the year being the weakest quarter due to the Chinese New Year holiday and the traditional close of customers' annual budgets, and the fourth quarter as the strongest. Our e-commerce business revenues are relatively lower during the Chinese New Year holiday season in the first quarter of each year, while sales in the fourth quarter are higher than each of the preceding three quarters due to a variety of promotional activities conducted by retail and e-commerce businesses in China. Accordingly, you should not rely on quarter-to-quarter comparisons of our results of operations as an indication of our future performance. It is possible that future fluctuations may cause our results of operations to be below the expectations of market analysts and investors. This could cause the trading price of our shares, ADSs or any other securities of ours which may become publicly traded to decline.

Furthermore, the stock market in general experiences price and volume fluctuations that are often unrelated or disproportionate to the operating performance of companies like us. These market and industry fluctuations may significantly affect the trading price of our shares and/or ADSs. In the past, following periods of instability in the market price of a company's securities, shareholders have often instituted securities class action suits against that company.

Furthermore, our directors and employees may face additional exposure to claims and lawsuits as a result of their position in other companies. The existence of litigation, claims, investigations and proceedings against our directors and employees, even if they do not involve our company, may harm our reputation and adversely affect the trading price of our ADSs.

**Substantial future sales or perceived potential sales of our shares, ADSs, or other equity or equity-linked securities in the public market could cause the price of our shares and/or ADSs to decline.**

Sales of our shares, ADSs, or other equity or equity-linked securities in the public market, or the perception that these sales could occur, could cause the market price of our shares and/or ADSs to decline significantly. All of our shares represented by ADSs were freely transferable by persons other than our affiliates without restriction or additional registration under the U.S. Securities Act. The shares held by our affiliates are also available for sale, subject to volume and other restrictions as applicable under Rule 144 of the U.S. Securities Act, under trading plans adopted pursuant to Rule 10b5-1 or otherwise.

Divestiture in the future of our shares and/or ADSs by shareholders, the announcement of any plan to divest our shares and/or ADS, or hedging activity by third-party financial institutions in connection with similar derivative or other financing arrangements entered into by shareholders, could cause the price of our shares and/or ADSs to decline.

**The different characteristics of the capital markets in the United States and Hong Kong may negatively affect the trading prices of our shares and/or ADSs.**

We are subject to Hong Kong and U.S. listing and regulatory requirements concurrently. The Nasdaq and Hong Kong Stock Exchange 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 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 the 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 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 shares, and vice versa.

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

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

**The time required for the exchange between ADSs and shares 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 shares into ADSs involves costs.**

There is no direct trading or settlement between Nasdaq and the Hong Kong Stock Exchange on which our ADSs and shares are respectively traded. In addition, the time differences between Hong Kong and New York and unforeseen market circumstances or other factors may delay the withdrawal of shares underlying the ADSs or the deposit of shares in exchange for 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 of ADSs into shares (and vice versa) will be completed in accordance with the timelines 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 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 shares into ADSs, and vice versa, may not achieve the level of economic return the shareholders may anticipate.

**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 Nasdaq rules.**

As a Cayman Islands exempted company listed on Nasdaq, we are subject to Nasdaq rules. However, Nasdaq 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 Nasdaq rules applicable to U.S. domestic issuers. For instance, we are not required to:

- have a majority of the board be independent (although all of the members of the audit committee must be independent under the U.S. Exchange Act);
- have a compensation committee or a nominating or corporate governance committee consisting entirely of independent directors;
- have regularly scheduled executive sessions for non-management directors; or
- have executive sessions of solely independent directors each year.

We have relied on and intend to continue to rely on some of these exemptions. Specifically, our board of directors adopted our 2009 RSU Plan and 2019 RSU Plan without seeking shareholder approval which is generally required under Rule 5635(c) of the Nasdaq Marketplace Rules. There is no specific requirement under Cayman Islands law for shareholder approval to be obtained with respect to the establishment or amendment of equity compensation arrangements. In situations where we choose to follow home country practices, our shareholders may be afforded less protection than they otherwise would under Nasdaq rules applicable to U.S. domestic issuers.

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

Because we qualify as a foreign private issuer under the U.S. 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 U.S. 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 U.S. Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the U.S. Exchange Act;
- the sections of the U.S. Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We are required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to continue to publish our results on a quarterly basis as press releases, distributed pursuant to Nasdaq rules. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, holders of our ADSs may be afforded less protection or information than they would under the U.S. Exchange Act rules applicable to U.S. domestic companies.

**We are a company listed on the Hong Kong Stock Exchange under Chapter 19C and as such are not subject to certain provisions of the Hong Kong Listing Rules.**

As a company listed under Chapter 19C of the Hong Kong Listing Rules, we have adopted different practices as to certain matters as compared with many other companies listed on the Hong Kong Stock Exchange. We are not subject to certain provisions of the Hong Kong Listing Rules pursuant to Rule 19C.11, including, among others, rules on notifiable transactions, connected transactions, share option schemes, content of financial statements as well as certain other continuing obligations.

In addition, we have been granted a number of waivers and/or exemptions from strict compliance with, among others, the Hong Kong Listing Rules and the SFO. We have also been granted a ruling from the Securities and Futures Commission of Hong Kong, as a result of which the Takeovers Codes do not apply to us. Therefore, we will adopt different practices as to those matters as compared with other companies listed on the Hong Kong Stock Exchange that do not enjoy those exemptions or waivers. However, if 55% or more of the total worldwide trading volume, by dollar value, of our shares and ADSs over our most recent fiscal year takes place on the Hong Kong Stock Exchange, the Hong Kong Stock Exchange will regard us as having a dual primary listing in Hong Kong and we will no longer enjoy certain exemptions or waivers from strict compliance with the requirements under the Hong Kong Listing Rules, the Takeovers Codes and the SFO, which could result in our incurring of incremental compliance costs.

**The voting rights of holders of ADSs are limited by the terms of the Deposit Agreement.**

Holders of ADSs may exercise their voting rights with respect to the underlying shares represented by their ADSs only in accordance with the provisions of the Deposit Agreement. Upon receipt of voting instructions from them in the manner set forth in the Deposit Agreement, the depositary will endeavor, in so far as practicable, to vote the underlying shares represented by their ADSs in accordance with these instructions. However, the depositary and its agents may not be able to send voting instructions to holders of ADSs or carry out their voting instructions in a timely manner. We will make all reasonable efforts to cause the depositary to extend voting rights to holders of ADSs in a timely manner, but they may not receive the voting materials in time to ensure that they can instruct the depositary to vote the underlying shares represented by their ADSs. Furthermore, the depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any vote. As a result, holders of ADSs may not be able to exercise their rights to vote and they may lack recourse if the underlying shares represented by their ADSs are not voted as they requested.

**Except in limited circumstances, the depositary will give us a discretionary proxy to vote our shares underlying the ADSs if holders of these ADSs do not give voting instructions to the depositary, which could adversely affect the interests of holders of shares and/or the ADSs.**

Under the Deposit Agreement, the depositary will give us a discretionary proxy to vote the shares underlying the ADSs at shareholders' meetings if holders of these ADSs do not give voting instructions to the depositary, unless:

- we have instructed the depositary that we do not wish a discretionary proxy to be given;
- we have informed the depositary that there is substantial opposition as to a matter to be voted on at the meeting;
- a matter to be voted on at the meeting would have a material adverse impact on shareholders; or
- voting at the meeting is made on a show of hands.

The effect of this discretionary proxy is that, if holders of ADSs fail to give voting instructions to the depositary, they cannot prevent our shares underlying their ADSs from being voted, except under the circumstances described above. This may make it more difficult for shareholders to influence our management. Holders of our shares are not subject to this discretionary proxy.

**Holders of ADSs may be subject to limitations on transfer of their ADSs.**

ADSs are transferable on the books of the depositary. However, the depositary may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the Deposit Agreement, or for any other reason.

**Holders of ADSs may not receive distributions on our shares if the depositary decides it is impractical or unlawful to make such distributions.**

The depositary has agreed to pay cash to holders of ADSs to the extent that we decide to distribute cash dividends or other cash distributions on our shares or other deposited securities. Under our current dividend policy, the determination to make dividend distributions and the amount of such distributions in any particular quarter will be made at the discretion of our board of directors and will be based upon our operations and earnings, cash flow, financial condition and other relevant factors.

To the extent that there is a distribution in shares, rights or other securities and properties, the depositary has agreed to distribute to holders of ADSs the shares, rights or other distributions it or the custodian receives on our shares or other deposited securities after deducting its fees and expenses. ADS holders will receive these distributions in proportion to the number of shares their ADSs represent. However, the depositary may, at its discretion, decide that it is impractical to make a distribution available to holders of ADSs. For example, it would be unlawful to make a distribution to a holder of ADSs if it consists of securities that require registration under the U.S. Securities Act but that are not properly registered or distributed pursuant to an applicable exemption from registration. We have no obligation to take any other action to permit the distribution of shares, rights or anything else to holders of ADSs. This means that holders of ADSs may not receive the distributions we make on our shares if it is impractical for us to make them available. These restrictions may materially reduce the value of the ADSs.

**If we fail to maintain an effective system of internal control over financial reporting, we may lose investor confidence in the reliability of our financial statements which in turn could negatively impact the trading price of our shares and/or ADSs or otherwise harm our reputation.**

The SEC, as required under Section 404 of the Sarbanes-Oxley Act of 2002, has adopted rules requiring public companies to include a report of management on the effectiveness of such companies' internal control over financial reporting in their respective annual reports. In addition, an independent registered public accounting firm for a public company may be required to issue an attestation report on the effectiveness of such company's internal control over financial reporting.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting and concluded that our internal control over financial reporting was effective as of December 31, 2021. Our independent registered public accounting firm has also, in its audit report, concluded that our internal control over financial reporting was effective in all material aspects as of December 31, 2021. Please refer to Item 15 "Controls and Procedures." However, if we fail to maintain effective internal control over financial reporting in the future, our management and our independent registered public accounting firm may not be able to conclude that we have effective internal control over financial reporting in accordance with the Sarbanes-Oxley Act of 2002. Moreover, effective internal control over financial reporting is necessary for us to produce reliable financial reports. As a result, any failure to maintain effective internal control over financial reporting could result in the loss of investor confidence in the reliability of our financial statements, which in turn could negatively impact the trading price of our shares and/or ADSs or otherwise harm our reputation. Furthermore, we may need to incur additional costs and use additional management and other resources in an effort to comply with Section 404 of the Sarbanes-Oxley Act of 2002 and other requirements going forward.

**We may be adversely affected by the outcome of the administrative proceedings brought by the SEC against the Big Four PRC-based accounting firms.**

In December 2012, the SEC brought administrative proceedings against the Chinese affiliates of the "big four" accounting firms (the "Big Four PRC-based Accounting Firms"), including our independent registered public accounting firm, alleging that these accounting 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 papers and other documents related to certain PRC-based companies that are publicly traded in the United States.

In January 2014, the administrative law judge presiding over the matter reached an initial decision that the Big Four PRC-based Accounting Firms had each violated the SEC's rules of practice by failing to produce the audit work papers and related documents directly to the SEC. The initial decision further determined that each of the firms should be censured and barred from practicing before the SEC for a period of six months.

In February 2015, the Big Four PRC-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 to audit U.S.-listed companies. The settlement required the Big Four PRC-based Accounting Firms to follow detailed procedures and to seek to provide the SEC with access to these firms' audit documents via the CSRC. Under the terms of the settlement, the underlying proceeding against the Big Four PRC-based Accounting Firms was deemed dismissed with prejudice four years after entry of the settlement. The four-year anniversary occurred on February 6, 2019. While we cannot predict if the SEC will further challenge the Big Four PRC-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 Big Four PRC-based Accounting Firms are subject to additional remedial measures, we may not be able to continue to meet our reporting obligations under the Exchange Act, which may ultimately result in our deregistration by the SEC and delisting from the Nasdaq, in which case our market capitalization may decline sharply and the value of your investment in our ADSs and shares may be materially and adversely affected.

**Holders of our ADSs and shares may have difficulty effecting service of process and enforcing judgments obtained against us and our management, the ability of U.S. authorities to bring actions in the PRC may also be limited, and our Articles of Association include certain provisions that may be different from common practices in Hong Kong.**

We are a Cayman Islands company, and the major portion of our assets are located outside the United States and Hong Kong. A substantial portion of our current operations are conducted in the PRC. In addition, some of our directors and executive officers are nationals and residents of countries or areas other than the United States and Hong Kong. A substantial portion of the assets of these persons are located outside the United States and Hong Kong. As a result, it may be difficult or impossible for holders of our shares and ADSs to effect service of process within the United States or Hong Kong upon these persons, or to bring an action against us or against these individuals in the United States or Hong Kong in the event that they believe that their rights have been infringed under the U.S. federal securities laws, Hong Kong laws or otherwise. Even if shareholders are successful in bringing an action of this kind, the laws of the Cayman Islands and China may render them unable to enforce a judgment against our assets or the assets of our directors and officers. There is uncertainty as to whether the courts of the Cayman Islands or the PRC would recognize or enforce judgments. Furthermore, class action lawsuits, which are available in the United States for investors to seek remedies, are generally uncommon in the Cayman Islands and the PRC.

The SEC, the U.S. Department of Justice and other U.S. authorities may also have difficulties in bringing and enforcing actions against us or our directors or executive officers in the PRC. The SEC has stated that there are significant legal and other obstacles to obtaining information needed for investigations or litigation in China. China has recently adopted a revised securities law which provides, among other things, that without governmental approval in China, no entity or individual in China may provide documents and information relating to securities business activities to overseas regulators which could present significant legal and other obstacles to obtaining information needed for investigations and litigation conducted outside of China.

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 the absence of requirements that the appointment, removal and remuneration of auditors must be approved by a majority of our shareholders.

As a result of the foregoing, our public shareholders may have more difficulty in protecting their interests through actions against us, our management, our directors or our major 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 investigation that are common in the United States generally are difficult to pursue as a matter of law or practicality in China. For example, in China, there are significant legal and other obstacles to providing information needed for regulatory investigations or litigation initiated outside China. Although the authorities in China may establish a regulatory cooperation mechanism with the securities regulatory authorities of another country or region to implement cross-border supervision and administration, such cooperation with the securities regulatory authorities in the United States may not be efficient in the absence of mutual and practical cooperation mechanisms. Furthermore, according to Article 177 of the PRC Securities Law, 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. While detailed interpretations of or implementation rules under Article 177 have yet to be promulgated, the inability for an overseas securities regulator to directly conduct investigations or evidence collection activities within China may further increase difficulties you may face in protecting your interests. In addition, on April 2, 2022, CSRC issued the Draft Confidentiality and Archives Administration Provisions for public comment, according to which overseas securities regulators and competent overseas authorities may request to investigate, including to collect evidence for investigation purpose, or inspect a domestic company that has been listed or offered securities in an overseas market, and such investigation and inspection shall be conducted under a cross-border regulatory cooperation mechanism, and the CSRC and competent PRC authorities will provide necessary assistance pursuant to bilateral and multilateral cooperation mechanisms. As such provisions have not been adopted and it remains unclear whether the formal version to be adopted in the future will have any material changes, it is uncertain how such provisions will be enacted, interpreted or implemented.

**If we are classified as a passive foreign investment company, or PFIC for United States federal income tax purposes, such classification could result in adverse U.S. federal income tax consequences to U.S. investors.**

We could be classified as a PFIC by the U.S. Internal Revenue Service for U.S. federal income tax purposes. Such characterization could result in adverse U.S. federal income tax consequences to you if you are a U.S. investor. For example, U.S. investors who owned our ADSs or shares during any taxable year in which we were a PFIC generally are subject to increased U.S. tax liabilities and reporting requirements for that taxable year and all succeeding years, regardless of whether we actually continue to be a PFIC, although a shareholder election to terminate such deemed PFIC status may be available in certain circumstances.

The determination of whether or not we are a PFIC is made on an annual basis and depends on the composition of our income and assets, including goodwill, from time to time. Specifically, we will be classified as a PFIC for U.S. tax purposes for a taxable year if either (a) 75% or more of our gross income for such taxable year is passive income, or (b) 50% or more of the average percentage of our assets during such taxable year either produce passive income or are held for the production of passive income. For such purposes, if we directly or indirectly own 25% or more of the shares of another corporation, we generally will be treated as if we (a) held directly a proportionate share of the other corporation's assets, and (b) received directly a proportionate share of the other corporation's income.

We do not believe that we were a PFIC for the taxable years 2019, 2020 and 2021. Based on certain estimates and assumptions, we do not expect to be a PFIC for taxable year 2022. The PFIC determination is highly fact intensive and made at the end of each taxable year. We hold and will continue to hold a substantial amount of cash and cash equivalents, and our PFIC status may depend in large part in the market price of our ADSs and shares which is likely to fluctuate. For these reasons, there can be no assurance that we will not be a PFIC in taxable year 2021 or that we will not be a PFIC in any future taxable year or that the U.S. Internal Revenue Service will not challenge our determination concerning our PFIC status.

If we are or become a PFIC, and, if so, if one or more of our subsidiaries or the VIEs are treated as PFICs, U.S. investors would be subject to adverse U.S. federal income tax consequences, such as increased tax liability on capital gains and actual or deemed dividends, interest charges on certain taxes treated as deferred, and additional reporting requirements under U.S. federal income tax laws and regulations. Whether U.S. investors make (or are eligible to make) a timely mark-to-market election may affect the U.S. federal income tax consequences to U.S. investors with respect to the acquisition, ownership and disposition of our ADSs or shares and any distributions such U.S. investors may receive. We do not expect to provide the information regarding our income that would be necessary in order for a U.S. investor to make a qualified electing fund (the "QEF") election if we are classified as a PFIC. Investors should consult their own tax advisors regarding all aspects of the application of the PFIC rules to our ADSs or shares.



If we are a PFIC in any year with respect to a U.S. investor, the U.S. investor will be required to file an annual information return on IRS Form 8621 (or other then applicable IRS Form or statement) regarding distributions received on our ADSs or shares an annual information return (also on IRS Form 8621 or other then applicable IRS Form or statement) relating to their ownership of our ADSs or shares. U.S. investors should consult their tax advisors regarding the potential application of the PFIC regime and related reporting requirements.

For further discussion of the adverse U.S. federal income tax consequences of our possible classification as a PFIC, see Item 10.E “Additional Information—Taxation—United States Federal Income Taxation.”

**There is uncertainty as to whether Hong Kong stamp duty will apply to deposits of our ordinary shares into or withdrawal of our ordinary shares from the ADS facility or trading of our ADSs.**

In connection with our initial public offering of shares in Hong Kong, we established a branch register of members in Hong Kong (the “Hong Kong share register”). Our shares that are traded on the Hong Kong Stock Exchange, including those represented by ADSs, are registered on the Hong Kong share register, and the trading of these shares on the Hong Kong Stock Exchange are subject to the Hong Kong stamp duty. To facilitate conversion between ADSs and shares and their respective trading on Nasdaq and the Hong Kong Stock Exchange, we moved a portion of our issued shares, including all of the ordinary shares deposited in our ADS program, from our Cayman share register 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 representing shares 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, or on the deposit of shares in or withdrawal of shares from ADS facilities of that kind. However, it is unclear whether, as a matter of Hong Kong law, the trading of ADSs representing shares of these dual-listed companies or the deposit of shares in or withdrawal of shares from those ADS facilities 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. If Hong Kong stamp duty is determined by the competent authority to apply to the trading of those ADSs or deposits of shares in or withdrawal of shares from those ADS facilities, the trading price and the value of your investment in our ADSs and/or shares may be affected.

**Item 4. Information on the Company**

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

Our business was founded in June 1997 and our company was incorporated on July 6, 1999 under the Cayman Companies Act (As Revised). Our principal executive offices are located at NetEase Building, No. 599 Wangshang Road, Binjiang District, Hangzhou, People’s Republic of China 310052. Our telephone number is (86-571) 8985-3378.

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Our key business milestones are summarized below:

• Founding of our business	1997
• Launch of free web-based e-mail services Business model shifted from software development to internet technology with the launch of our NetEase website (“ <a href="http://www.163.com">www.163.com</a> ”)	1998
• Launches of advertisement services, online platforms, online shopping malls, and other internet services in China	1999
• Listing on Nasdaq on June 30	2000
• Introduction of fee-based premium services and online entertainment services, including online games, wireless value-added services and other subscription-type services	2001
• Launch of our first PC-client MMORPG game, <i>Westward Journey Online</i> , our widely popular in-house developed game series	2001
• Launch of our <i>Fantasy Westward Journey</i> series, our second widely popular original game series	2004
• Founding of Youdao, an intelligent learning company that now offers learning content, applications and solutions, as well as online marketing services	2006
• Launch of NetEase Cloud Music, our music streaming platform	2013
• Launch of our first mobile game, the mobile version of <i>Fantasy Westward Journey II</i>	2013
• Launch of Yanxuan, our private label e-commerce business	2016
• Listing of Youdao on the New York Stock Exchange on October 26	2019
• Listing on Hong Kong Stock Exchange on June 11	2020
• Listing of Cloud Music on the Hong Kong Stock Exchange on December 2	2021

Our principal capital expenditures for 2021 and 2020 consisted mainly of the construction of our new office buildings in Guangzhou and Shanghai in China and the acquisition of new servers in connection with the operation of our business for a total of approximately RMB1,601.8 million (US\$251.4 million) and RMB1,055.6 million, respectively. Our principal capital expenditures for 2019 consisted mainly of the construction of our new office buildings and warehouses in Guangzhou and Hangzhou and the acquisition of new servers in connection with the operation of our businesses for a total of approximately RMB1,209.5 million. In addition, in connection with the licensing of certain online games by Blizzard to Shanghai EaseNet for operation in the PRC, during the respective terms of the licenses, Shanghai EaseNet as licensee of the games is required to pay royalty fees to Blizzard for the games, have a minimum marketing expenditure commitment, and provide funds for hardware to operate the games.

As of December 31, 2021, we had capital expenditure commitments of RMB2,429.8 million (US\$381.3 million) for 2022 onwards, which primarily consist of commitments made in connection with the construction of new office buildings in Shanghai.

The SEC maintains a website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including us, at <http://www.sec.gov>. Our company website can be accessed at <http://ir.netease.com>.

**B. Business Overview**

**OUR ORGANIZATIONAL STRUCTURE**

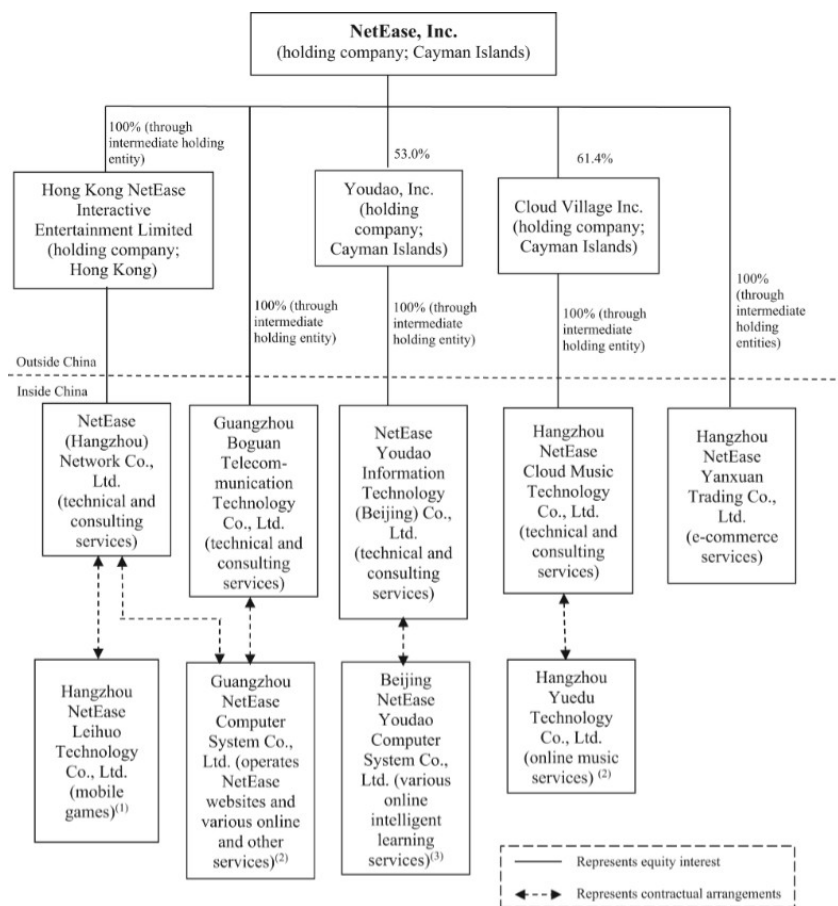
We conduct our business in China through our subsidiaries, including the VIEs. Due to legal restrictions and prohibitions on foreign investment in Chinese companies providing, among other things, value-added telecommunications services, internet cultural services and internet publication services, we operate all of our business segments through contractual arrangements with the VIEs and their VIE equity holders. The contractual arrangements enable us to: (a) collectively exercise effective control over the VIEs and their subsidiaries; (b) receive substantially all of the economic benefits of the VIEs and their subsidiaries; and (c) have an exclusive option to purchase all or part of the equity interests in the VIEs when and to the extent permissible under PRC laws. The VIEs hold ICP licenses and other regulated licenses in which foreign investment is restricted or prohibited and operate our internet businesses and other businesses. Under the contractual arrangements, we provide our computer software, mobile applications, technologies and relevant services to such affiliated companies and they operate the NetEase online game services, education platforms, websites, as well as our other online businesses. For more information on these agreements, see Item 7.B. “Major Shareholders and Related Party Transactions—Related Party Transactions.”

Starting in August 2008, Blizzard agreed to license certain online games to Shanghai EaseNet for operation in the PRC. Shanghai EaseNet is a PRC company wholly-owned by William Lei Ding, our Chief Executive Officer, director and major shareholder and has contractual arrangements with the joint venture established between, and owned equally by, Blizzard and us. The joint venture was established concurrently with the licensing of games from Blizzard in August 2008 and provides technical services to Shanghai EaseNet.

As a result of these contractual arrangements, we bear the risks of, and enjoy the rewards associated with, and therefore are the primary beneficiary of these entities. We therefore consolidate the results of operations of these entities and their subsidiaries in our consolidated financial statements. See also Item 5 “Operating and Financial Review and Prospects.”

Any violations by the VIEs of our agreements with them could disrupt our operations or adversely affect our services. See Item 3.D. “Risk Factors” for a detailed discussion of the risks to NetEase, Inc. regarding its dependency on these companies.

The diagram below shows our significant subsidiaries, as that term is defined under Section 1-02 of Regulation S-X under the Securities Act, and certain other subsidiaries and VIEs as of March 31, 2022, other than our joint venture with Blizzard, which is described separately in this section.



- (1) Hangzhou NetEase Leihuo Technology Co., Ltd. is owned by two of our employees.
- (2) Each of Guangzhou NetEase Computer System Co., Ltd. and Hangzhou Yuedu Technology Co., Ltd. is 99.0% owned by William Lei Ding, our founder, Chief Executive Officer and director, and 1.0% by two of our employees, respectively. Our indirect, wholly owned subsidiary NetEase Information Technology (Beijing) Co., Ltd. is also a party to certain contractual arrangements with Guangzhou NetEase Computer System Co., Ltd.
- (3) Beijing NetEase Youdao Computer System Co., Ltd. is 71.1% owned by William Lei Ding and 28.9% owned by the chief executive officer of Youdao, Inc.

## OUR SERVICES

We have a successful online game business, developing and operating a rich portfolio of highly popular titles. We currently offer over 140 mobile and PC games across a wide range of genres, satisfying the ever growing and diversifying needs of the gamer community. Leveraging our user insights and execution expertise, we have also incubated and developed in-house a pipeline of innovative and successful businesses, including intelligent learning and other businesses, ranging from music streaming and private label e-commerce to internet media, e-mail service and others. For a breakdown of total revenue by segment for the last three financial years, see Item 5.A. “Operating and Financial Review and Prospectus—Operating Results.”

### Online Game Services

#### *Our Games*

Our game products and services are comprised of in-house developed mobile and PC games (including certain games co-developed with our collaboration partners) as well as games licensed from renowned global developers. As a global early mover that anticipated and captured the trend toward mobile games, we have significantly expanded our portfolio of mobile game offerings in recent years. At the same time, our flagship titles continue to provide solid support for our online games business with persistent longevity and user loyalty. In addition, while solidifying our leadership position in the Chinese domestic market, we have also expanded globally with launches in Japan, Southeast Asia, the United States and other international markets.

#### Our Game Library

##### *Mobile games*

Mobile games have gained increasing popularity and an expanding user base as internet users in China and across the world rely more and more on mobile devices to access the internet. We are one of the largest mobile game providers globally in terms of game revenue, having commercially launched over 100 mobile games of various genres as of December 31, 2021, including in-house developed and licensed MMORPGs, collectible card games, or CCGs, first-person shooter games, battle arena games, and simulation games, or SLGs. We generate our mobile games revenue primarily from the sale of in-game virtual items within the games, and such revenue accounted for 70.4% of our net revenues from online game services in 2021.

To date, the majority of our most popular mobile games are in-house developed games. We have launched the mobile versions of our in-house developed flagship MMORPGs, including the *Fantasy Westward Journey* and *Westward Journey Online* mobile games. We distribute our mobile games through partnerships with major Android- and iOS-based application stores in China, as well as our proprietary distribution channels. We offer a variety of in-game virtual items that players can purchase, including avatars, skills, privileges and other in-game consumables, features and functionalities.

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The table below sets forth certain of our major in-house developed mobile games:

<u>Game</u>	<u>Genre</u>	<u>Date of Initial Launch</u>
Mobile Version of Fantasy Westward Journey II	Turn-based MMORPG	July 2013
Fantasy Westward Journey mobile game	Turn-based MMORPG	March 2015
Westward Journey Online mobile game	Turn-based MMORPG	September 2015
Invincible	SLG	October 2015
The mobile version of Ghost	Real-time MMORPG	May 2016
Onmyoji	CCG & RPG	September 2016
Knives Out	Battle Arena	November 2017
Rules of Survival	Battle Arena	November 2017
A Dream of Jianghu	Real-time MMORPG	January 2018
Identity V	Battle Arena	April 2018
LifeAfter	Cooperative Survival RPG	November 2018
Fantasy Westward Journey 3D	3D MMORPG	December 2019
Onmyoji: The Card Game	CCG	December 2019
Fantasy Westward Journey H5	MMORPG	June 2020
Revelation mobile game	MMORPG	January 2021
Harry Potter: Magic Awakened*	MMORPG	September 2021

\* Co-developed with Warner Bros. Interactive Entertainment

*PC games*

We launched our first PC based MMORPG, *Westward Journey Online*, in December 2001. Subsequently, we launched *Westward Journey Online II* in August 2002 and our second original PC based MMORPG, *Fantasy Westward Journey*, in January 2004. *Westward Journey Online II* and *Fantasy Westward Journey* were upgraded to *New Westward Journey Online II* and *Fantasy Westward Journey Online* in 2013. Both game series remain popular with gamers today as a result of continued content updating and innovation in play modes over the past two decades. Most recently, we launched our action battle royale game, *Naraka: Bladepoint*, which was well received by players with great success and named a "Top Seller" on Steam's Best of 2021 games list.

PC game players can purchase prepaid points to pay for game playing time, virtual items and other fee-based services that enhance their playing experience such as special powers, costumes, weapons and other accessories. We regularly introduce new virtual items and other fee-based services, as well as change the features of virtual items based on player feedback, market trends and other factors.

The table below sets forth our major in-house developed PC games:

<u>Game</u>	<u>Genre</u>	<u>Date(s) of Launch and Major Upgrade</u>
New Westward Journey Online II (a comprehensive upgrade of Westward Journey Online II)	2D MMORPG, classical Chinese setting	August 2002 September 2013
Fantasy Westward Journey Online (previously known as Fantasy Westward Journey II)	2D MMORPG, classical Chinese setting	January 2004 July 2013
Tianxia III	3D MMORPG, classical Chinese setting	October 2011
New Ghost (a new version of Ghost II)	2.5D MMORPG, classical Chinese setting	April 2012 September 2015
Justice	3D MMORPG, classical Chinese setting	June 2018
Naraka: Bladepoint	Action Battle Royale	July 2021

### *Licensed Games*

In addition to our in-house developed mobile and PC games, we also offer games licensed from other international game developers, including Blizzard and Microsoft. For further details, see Item 4.B. “Business Overview—Our Services—Online Game Services—International Partnership and Investment.” Revenues from licensed games accounted for 7.5%, 9.1% and 9.5% of our total revenues in 2019, 2020 and 2021, respectively.

### Global Presence

We continue to advance our games and make inroads that expand our reach in overseas markets. We have launched more than 50 mobile games in global markets since 2015. Our mobile game, *Knives Out*, has remained popular in Japan since its launch in 2017 and topped Japan’s iOS grossing chart multiple times in 2021. *Identity V*, which we launched in Japan in 2018, and *LifeAfter*, which we launched in Japan in 2019, were also ranked in Japan’s iOS grossing chart multiple times in 2021 further evidencing our potential to operate a diverse range of games in overseas markets over the long term.

In addition to our success in Japan, we have expanded our footprint across more regions. In December 2019, we launched *MARVEL Super War* in several Southeast Asian markets where it topped many of the iOS download charts. In 2020, we also introduced *EVE Echoes* and *MARVEL Duel* to overseas markets. In 2021, we launched *The Lord of the Rings: Rise to War* in Europe, the Americas, Oceania and Southeast Asia. We have also further enhanced our global R&D capabilities by launching a video game studio in Canada in 2019 and opening our Sakura Studio in Japan in 2020.

### ***International Partnership and Investment***

Building on our strong in-house content development capabilities, we have formed strategic partnerships and collaborations with world-famous game studios and content owners. As a leader in online games in China, we have successfully attracted leading international game studios and content owners with our development and operational capabilities, such as Blizzard, Marvel, Microsoft and Warner Bros. Interactive Entertainment, to co-develop and/or operate games in China and abroad. In addition, we established a series of IP collaborations with various third parties. We also invest in leading global studios across the world to strengthen our development capabilities and diversity.

For example, we have been partnering with Blizzard since 2008 to exclusively operate a number of its games in China, including *World of Warcraft*, the *StarCraft II* series, *Diablo III*, *Hearthstone*, *Heroes of the Storm* and *Overwatch*. Blizzard has also licensed on an exclusive basis in China its Battle.net® platform to us, which enables multi-player interaction within these games and other online services. In January 2019, we further extended our partnership to January 2023. Furthermore, we are currently co-developing *Diablo Immortal*™, an MMO action-RPG, with Blizzard. We have also entered into a license agreement with Marvel in May 2019 to create original entertainment content based on internationally beloved Marvel characters and stories. We commercially launched *MARVEL Super War* and *Marvel Duel* in 2019 and 2020, respectively and are continuing our joint product development in games and comic books that feature Marvel characters for users in China and beyond. In 2019, we launched in the PRC *Sky* which is an award-winning adventure mobile game featuring unique graphics and gameplay that we have licensed from thatgamecompany.

In addition, in May 2016, we entered into an exclusive agreement with Microsoft, pursuant to which Microsoft agreed to license both the mobile and PC versions of *Minecraft* to us for operation in China until 2022. In May 2019, we extended the term of the *Minecraft* license for an additional year to August 2023. We successfully introduced both versions of *Minecraft* in China across various platforms in 2017.

We have co-developed the mobile game *Harry Potter: Magic Awakened* with Warner Bros. Interactive Entertainment under the Portkey Games label. We successfully launched this game in Mainland China, Hong Kong, Macau and Taiwan in September 2021 and will launch it globally across various platforms in 2022.

We continue to establish and deepen collaboration with other leading international game studios, including entering into a joint development agreement with Codemasters, a leading UK game studio focusing on racing games, as well as making investments in Bungie, a game studio in the United States, Quantic Dream, an independent game studio based in Paris, and Behaviour Interactive Inc., Canada’s leading independent game studio.

### ***Game Design and Development***

Building upon the success of our classic titles, we have accumulated a better and deeper understanding of our users in terms of their interests and preferences in style, aesthetics and gameplay. We have integrated our experience and know-how into the design of our new games, enhancing our ability to deliver popular titles to users. We have established multiple studios of game developers to research and develop new games and expansion packs.

#### Our Franchises

We continue to build upon existing successful games to offer multi-dimensional content by leveraging our in-house developed franchises and intellectual property. Our *Fantasy Westward Journey* and *Westward Journey Online* franchises remain popular and have been instilled in the collective memory of a generation of Chinese players. We further expanded the reach of these franchises through the introduction of *Fantasy Westward Journey 3D* and *Fantasy Westward Journey H5* in 2019 and 2020, respectively, captivating both returning fans and new players.

In addition to growing and strengthening our existing franchise, we have continually incubated new ideas and delivered new and long-lasting game titles to our users. For example, one of our younger franchises built in-house, *Onmyoji*, has spun off three mobile games in MOBA, card and simulation genres, been adapted into a feature motion picture, a musical, a network series and inspired some themed coffee shops. Another in-house developed young IP is *Identity V*, which we believe has the potential to become another successful NetEase franchise. We are continually enriching this IP through a variety of initiatives, including e-sports, game collaborations and off-line activities. We have hosted a number of high-profile events featuring *Identity V*, including both international and regional series tournaments.

The prerequisite to building a successful franchise is the ability to create popular game IPs in-house, which is propelled by our strong R&D capabilities. Over the past two decades, we have built a large in-house R&D team with talented and passionate game creators. We empower each of our talent with our game-enthusiastic corporate culture and our carefully-designed training programs. For more description on our R&D capabilities, see Item 4.B. “Business Overview—Our Services—Online Game Services—Game R&D and Technologies.”

#### Content Quality and User Experience

We focus on providing an innovative and superior user experience in game design and development and strive to make games of the highest quality. From the initial proposal to final launch, our games will typically go through a number of carefully designed steps including market research, proposal, demo, repeated prototype review and beta testing to ensure that the best quality and user experience can be delivered to our players.

In addition to creating a highly realistic and immersive gaming experience through the use of advanced technologies, we also employ innovative gamification thinking that takes into consideration both the in-game and out-of-game user experience. We have also launched offline gaming experience stores to allow for dynamic and spontaneous offline interactions among game players, as well as create an offline user feedback channel.

### ***Game R&D and Technologies***

Our consistent and significant investment in innovative game research and development is a key contributor to the success of our online game business and has been widely recognized in the games industry. In 2019, we were awarded the “Top Ten Game Research and Development Companies in China” award by the China Audio-video and Digital Publishing Association.

#### Our Proprietary Game R&D Capabilities

Proprietary R&D is the key focus of our game business. We continually strengthen and upgrade our game R&D infrastructure through recruiting and cultivating top talent, optimizing our game production pipeline, and fostering a culture of creativity and innovation. We have founded a number of in-house research institutions to explore the application of various technologies in games.



We strive to recruit and grow the best talent in the industry. Our training programs at *NetEase Games Academy* are widely recognized in China as a premier online games training institution for creative minds. We were awarded the 2021 ATD BEST Award by the Association for Talent Development, one of the most authoritative international awards in the global talent development industry. In addition, we established our in-house game AI research institutions to focus on researching big data, user persona, reinforcement learning, computer vision and graphics, natural language processing, speech synthesis and music generation. Having built a virtuous cycle among our talent, established development pipeline and dynamic culture of innovation and craftsmanship, our strong R&D capabilities continue to enable high-quality production and expansion of successful games.

#### Key Game Technologies

Our game R&D is centered around using technologies to deliver a superior and differentiated user experience. The key areas of our proprietary game technologies include:

*Proprietary game engines:* In addition to game development, we have continually invested in proprietary game engine R&D. Since the initial launch of our first game engine, NeoX, in 2005, we have continually expanded and optimized our proprietary engines to systematically support enhanced game features and aesthetics. As part of our early strategy to focus on mobile games, we successfully adapted NeoX to iOS and Android systems as well as developed Messiah, a 3D game engine specifically designed for mobile platforms. We believe that our R&D in game engines and games reinforces each other and promotes a virtuous cycle of innovation. NeoX and Messiah enable us to systematically develop mobile games with the highest quality in lighting, audio, special effects, physics and animation, and other key game features, while our drive for better games in turn motivates development of more powerful engines.

*User profile analytics:* We perform an in-depth analysis of our users profile by analyzing activities and performances in games, in-game purchasing preferences and other data and information with artificial intelligence, or AI technologies. We leverage our user data on an aggregate basis to guide game development and upgrades, marketing and other activities.

*Intelligent non-player characters (NPCs):* Enabled by deep learning technology, we have created intelligent NPCs that can join players' in-game activities, simulate real-life interactions, facial expressions and body language and enable a more engaging gaming experience. We also deploy multiple reinforcement learning technologies to produce NPCs with diverse styles and difficulty levels, catering to a wide range of player preferences.

*Natural language processing (NLP):* We apply NLP technology in our games to enable players to develop their own storyline by carrying out conversations with NPCs and explore hidden elements in the game, creating an immersive gaming experience for players.

*Advanced game graphics:* Our advanced game graphics enable game players to create unique characters with customized facial features. We also offer automatic character customization based on real-life photographs uploaded by players. In addition, we deploy high-quality 3D game graphics and automatic scene generation in our games.

#### **Intelligent Learning Services – Youdao**

##### ***Youdao's Products and Services***

Youdao is a leading technology-focused, intelligent learning company in China with over 112.5 million MAUs in 2021 and operates in a number of overseas markets. We founded Youdao in 2006 and launched the flagship Youdao Dictionary in 2007, which remains the top language app in China in terms of MAUs. Youdao has experienced rapid growth since its founding and completed its public listing on the New York Stock Exchange in October 2019.

Building on the early success of Youdao Dictionary, we have attracted a massive user base, built a strong brand, and expanded into a broad range of products and services addressing people’s lifelong learning needs, including online learning services and smart devices. Youdao has historically offered a major portion of its services through its Academic AST Business, but it disposed of such business in 2021 in order to comply with applicable PRC regulatory requirements adopted by the PRC government. Leveraging its strong course development capabilities, accumulated from developing its Academic AST Business, Youdao continues to develop online learning services, which mainly include STEAM courses and adult and vocational courses. Youdao’s smart devices seamlessly integrate advanced AI algorithms and data analytics which supplement its online learning services and further enhance the user experience and efficiency.

We currently generate the majority of the revenues for Youdao’s learning services from its online courses in the form of tuition fees received from students. In addition, we generate revenues from sales of smart devices and from Youdao’s online marketing services through the provision of different formats of advertisements.

#### *Online Knowledge Tools*

- *Youdao Dictionary.* Launched in 2007, Youdao Dictionary is Youdao’s first major product and flagship online language tool. Today, it remains China’s most popular and trusted online dictionary and translation tool with 48.4 million average MAUs in 2021. As of December 31, 2021, Youdao Dictionary offered over 33 million entries across 109 languages.
- *Other Online Dictionary and Translation Tools.* In addition to Youdao Dictionary, we also offer Youdao Translation, a tool specifically designed to support translation needs of business and leisure travelers across over 31 languages via camera and speech translation, U-Dictionary, an online dictionary and translation app we offer in Indonesia and other overseas markets, and Youdao Kids’ Dictionary, a smart and fun tool that offers translation services in Chinese and English.
- *Interactive Learning Apps.* We offer a wide range of interactive learning apps to nearly all age groups. We are committed to delivering a fun and effective learning experience across these apps through an abundance of gamified features, as well as social functions allowing users and students to share their learning progress with friends through social media.

*Smart Devices.* We develop and offer smart devices, including *Youdao Dictionary Pen*, *Youdao Listening Pod*, *Youdao Smart Lamp*, *Youdao Pocket Translator* and *Youdao Super Dictionary*, to make learning more productive and efficient for our users. Our smart devices are developed and designed by us or in collaboration with third parties, while the manufacturing of such devices is outsourced to third-party manufacturers under original equipment manufacturer agreements.

- *Youdao Dictionary Pen.* In 2018, we launched Youdao Dictionary Pen, a sleek, modern electronic translation pen with powerful Chinese/English translation capabilities. With our NMT and OCR technologies, users can simply scan the words and the screen will instantly display the translation and definition of the word without connecting to the internet. We continued upgrading Youdao Dictionary Pen and launched the People’s Education Version in September 2021. This product marks our first strategic partnership with the People Education Electronic & Audiovisual Press, whose parent company, People’s Education Press, mainly engages in the compilation, publication and distribution of school textbooks and other educational books in the PRC.
- *Youdao Listening Pod.* Building on our AI-adaptive learning technology, we launched Youdao Listening Pod in September 2021, a portable learning device that is designed to deliver an immersive English learning experience to users, and offer them with differentiated, interactive listening and speaking practices. With Youdao Listening Pod handy, users can study natural pronunciation by listening and reading over 4500 recording clips of training content, interact and communicate live with AI-powered chat bots and practice on mock questions to score their English listening and speaking capabilities.

- *Youdao Smart Lamp*. In April 2022, we launched Youdao Smart Lamp, an eye-protection desk lamp with interactive, AI-enabled features. Powered by the industry-first desktop-centric AI learning analysis engine, our Youdao Smart Lamp can analyze users' hand or body movements on the desktop to enable a variety of functionalities, such as fingertip word search, sentence intensive reading, and other AI-driven functions. Youdao Smart Lamp is also able to adaptively adjust the brightness and the color temperature of the light for different learning environments, which is designed to better protect users' vision and health.
- *Youdao Pocket Translator*. In 2017, we launched Youdao Pocket Translator, a pocket-size smart gadget supporting the instant translation of multiple languages to mainly address translation needs while traveling. Leveraging our ASR, OCR and NMT technologies, Youdao Pocket Translator helps to translate speech and texts in images in real time. The latest version of Youdao Pocket Translator supports translation of 107 languages and offers a variety of new functions, such as word memory and pronunciation correction.
- *Youdao Super Dictionary*. Youdao Super Dictionary is an end-to-end translation tool with polysemy recognition and translation capability. It provides smart, real-time voice translation between any two of the 42 supported languages used in over 200 different countries and regions. Youdao Super Dictionary includes professional vocabulary coverage in diversified subjects such as healthcare, IT, finance, legal, sports and energy. It also offers offline translation between English and Chinese.

*Online Courses*. We have developed a comprehensive offering of online courses catering to the diverse learning needs of different age groups. Our online course offerings primarily consist of STEAM courses and adult and vocational courses, as well as China University MOOC. In the past, our online course offerings also included K-9 after-school tutoring courses as part of Youdao's Academic AST Business, which cover the entire K-9 grades and a wide range of academic subject matters. In order to comply with applicable PRC regulatory requirements adopted by the PRC government in the second half of 2021, we disposed the Academic AST Business in 2021.

- *STEAM courses*. In connection with our disposal of our Academic AST Business, we have been strategically shifting our focus to offering STEAM courses under the brand of *Youdao Premium Courses*. Our current STEAM courses primarily include (i) *Youdao Weiqi* and (ii) computer coding courses. To further expand and diversify our STEAM course offerings, we recently launched *Youdao Chess* and other types of STEAM courses.
- *Adult and Vocational Courses*. We offer adult and vocational courses primarily through our *NetEase Cloud Classroom*, a platform providing online courses mainly targeting adults in China. Our adult and vocational courses primarily include foreign language courses, professional certification and skill courses, Extraordinary Memory and digital training courses of Amazon Web Services.
- *China University MOOC*. In collaboration with the Higher Education Press, a publishing house under the supervision of the Ministry of Education of the PRC, we operate *China University MOOC*, a platform offering online courses primarily targeting college students and adults in China.

*Education Digitalization Solutions*. Our education digitalization solutions business currently include technologies and solutions licensed to schools or enterprise customers, such as *Youdao Smart Learning Terminal* and *Youdao Smart Cloud*. Youdao Smart Learning Terminal is a device that automates paper-based homework processing and provides learning diagnosis through AI technology at schools. Youdao Smart Cloud is a cloud-based platform that allows third-party app developers, smart device brands and manufacturers to access our advanced OCR capabilities and NMT engine and incorporate them into their apps, devices and services through application programming interfaces.

### ***Technology-driven Learning Experience***

We integrate technologies into every major aspect of the learning and teaching process to ensure a superb learning experience across Youdao's products and services. Over the years, we have built proprietary OCR, NMT, language data mining and voice recognition technologies and data analytics that serve as the foundation to our products and services. Such technologies are iteratively refined based on the vast data generated by our users.

For example, we offer a set of advanced AI-based technologies to make learning more personalized and efficient while maintaining a high level of human touch. We have also built massive “knowledge graphs” depicting different knowledge points, concepts and learning objectives, supported by a large quiz bank curated by our course development professionals to help students understand the subject matter. In addition, we have adopted an adaptive learning approach which tracks each student’s learning progress and dynamically adapts teaching to the student’s unique learning needs. We collect student learning and behavior data throughout their learning cycles to help us understand their learning progress and predict through our adaptive learning model how they will perform to achieve future learning objectives.

## **Online Music Platform – Cloud Music**

### *Cloud Music’s Products and Services*

We founded Cloud Music in 2013 and launched the iconic cornerstone product, *NetEase Cloud Music*, in the same year. Cloud Music experienced rapid growth since its founding and completed its public listing on the Hong Kong Stock Exchange in December 2021.

Over the years, Cloud Music has built a large-scale, robust and rapidly growing business to provide community-centric online music services and social entertainment services to users. Leveraging *NetEase Cloud Music*, and ancillary, social entertainment products, it empowers music enthusiasts with a wide variety of technology-driven tools to discover, enjoy, share and create diverse music and music-inspired content and to interact with each other.

Cloud Music generates the majority of the revenue from its music platform through the sales of membership subscriptions for its online music services and sales of virtual items for its social entertainment services. To diversify its revenue streams, Cloud Music has also been actively developing other monetization channels, such as the provisioning of advertising services, sales of digital albums and songs, copyright sublicensing and music-inspired services.

#### *Online Music Services.*

Cloud Music provides a number of membership subscription packages for users to enjoy high-quality streaming access to our catalogue of music tracks and provide users with services that allow them to purchase access to certain new digital music albums and singles. In addition, Cloud Music offers advertising services for both brand advertisers and performance-based advertisers and sublicense certain of its licensed music content to other parties, including other online music platforms. The MAUs of *NetEase Cloud Music* was 182.6 million in 2021.

#### *Social Entertainment Services and Others*

As the size and engagement level of its online music services’ user base continues to grow, Cloud Music strives to provide more music-inspired social entertainment services to them, which primarily include its live streaming app *Look* launched in the second half of 2018. Cloud Music generates revenue from live streaming services primarily from sales of virtual items. Users purchase virtual items to gift to live streaming performers as a way for them to show support and appreciation for their performance. Cloud Music also generates revenue from providing membership and value-added services on its music-inspired social mobile app, *Xin Yu*. Other revenue sources primarily include movie soundtrack production and ticketing services for offline music events.

### ***Technological-driven Music Experience***

Cloud Music needs to ensure that it can deliver a satisfying music experience consistently at scale by continuously innovating and improving its platform and investing in research and development. Our industry-leading AI and data analytics capabilities lay the foundation for the platform's personalized content recommendations, assisted content creation, interactive social functions and other powerful features that optimize the user experience and realize the unique value of our diverse content. For example, our NetEase Music Audio Lab developed an audio melody extraction solution that broke three world records at the Music Information Retrieval Evaluation eXchange ("MIREX") in 2020. In addition, with its strong music recognition ability, the lab's "robust fingerprinting algorithm" achieved the second-best performance in the task of "audio fingerprinting" since MIREX launched this competition in 2014, representing a significant improvement in recognition rate.

### **Other Innovative Business and Services**

We derive our innovative businesses and others revenues primarily from Yanxuan, NetEase CC Live streaming, advertising services, premium e-mail and other value-added services.

#### ***Yanxuan***

Our e-commerce platform, Yanxuan, primarily sells our private label products, including consumer electronics, food, apparel, homeware, kitchenware and other general merchandise which we primarily source from original design manufacturers, or ODMs, in China. With its slogan *Quality Products, for Quality Life*, Yanxuan is dedicated to helping consumers build a quality yet affordable life by providing selected daily life products with outstanding quality and design.

Under Yanxuan's ODM model, it establishes close partnerships with selected manufacturers in China to design and manufacture products and sell them directly to customers. The ODM model enables Yanxuan to provide quality goods with lower cost by eliminating brand premium and channel intermediaries such as distributors and retailers. It also utilizes data analytics to help these suppliers enhance their efficiency and product appeal, particularly in terms of merchandise design and production. In addition to the online platform, we have also opened several offline stores in Shanghai and Nanjing, inviting more consumers to discover the popular items on our Yanxuan through experiential retail.

#### ***Other Innovative Services***

We also offer a wide range of other innovative services, including NetEase Media which is a well-established internet media platform in China delivering professional news and other quality information such as popular sports events, industry forums, celebrity close-ups, technology and fashion trends, and online entertainment to our users. Our media platform has three components, the NetEase News mobile application, www.163.com portal and a set of other vertical mobile products. It offers numerous features that promote user interactions and foster a vibrant online user community who actively contribute to the commentary sections. Our drive for journalistic integrity and high-quality content offerings has enabled us to attract an attractive demographic of engaged users. Our portal www.163.com also serves as a one-stop gateway for users to conveniently access our other online services, such as online games, e-mail, e-commerce, and a set of other websites and mobile applications.

Other innovative businesses also include NetEase CC Live streaming, a platform offering various live streaming content with a primary focus on game broadcasting, and NetEase Pay, our payment platform. In addition, we offer free and fee-based email services through NetEase Mail, China's leading email service provider since 1997.

### **TECHNOLOGIES AND IT INFRASTRUCTURE**

As one of the inaugural classes of internet platforms and one of the first to provide e-mail services to the masses in China, we have consistently prioritized investing in technologies since our inception. With our strong R&D capabilities and advanced technologies, we successfully digitalized traditional offline services, such as music and learning, and significantly transformed entertainment, learning and other activities. We focus on exploring viable applications of cutting-edge technologies to meaningfully enhance our service offerings and deliver a superior experience for our users. Empowered by advanced AI, big data analytics and other core proprietary technologies, we deliver engaging content and services that are highly individualized and personalized across our businesses.

## AI and Machine Learning

Our powerful AI and machine learning capabilities enable us to effectively process ultra-large-scale data generated from across our services and products, optimize recommendations, personalize offerings and predict user behavior. Our key AI and machine learning capabilities include:

- *Industry-leading technologies focusing on user experience:* Based on the vast text, pictures, audio and video content generated by our users, we have developed advanced technologies such as natural language processing, automatic speech recognition (ASR) and text-to-speech (TTS) technologies that enable us to deliver an enjoyable and effective user experience.
- *AI-powered applications, such as content recommendation and customization:* We are a leader in developing and adopting AI technologies in content recommendation and customization, which enables us to achieve greater user engagement and stickiness.

## Big-Data Analytics

We take a holistic approach to big data innovation, with a focus on gaining deeper understanding of our users in order to provide better services, products and experience. Building on technologies that can process and analyze bulk data generated by millions of users instantaneously, our platform adopts a service-oriented architecture that allows easy up-scaling and frequent upgrading of the products. Our key data analytics capabilities include:

- *Scale:* We have accumulated a massive user base and vast and complex user data across our online games, intelligent learning, music and media businesses. The data generated every day not only provides us with high-quality profile information, but also contains a large amount of user-generated content and interactions, including text, images, audio and video. We maintain a high standard of data protection and privacy while productively using our data to inform our business operations and development.
- *High-value data:* Content, relationships and behavioral data based on user activities and interactions enable us to create more accurate user profiles. Based on this data, we can be more intuitive and comprehensive in reflecting user interests and preferences, and provide valuable user reference data for a wide spectrum of R&D, marketing, user engagement and other strategic initiatives.
- *Leading data analytical technology:* Our big data analytical capability enables comprehensive analysis of services and products offered and timely adjustments.

## Graphics, Augmented Reality and Virtual Reality

We have developed numerous technologies to create immersive and effective entertainment and learning experiences. In addition to creating quality 3D game graphics and automatic scene generations in games, we have launched and will continue to launch our virtual reality (VR) games to offer game players a lifelike, free and dynamic open world game experience. To strengthen our ability in promoting and operating VR games, we formed Netvios, a joint venture with Survios, an award-winning VR game developer and publisher. Outside of games, NetEase Cloud Music has also leveraged augmented reality in its marketing and user engagement activities.

## IT Infrastructure

Our infrastructure and technology have been designed for reliability, scalability and flexibility and are administered by our technical staff. Our NetEase websites and other online and mobile platforms are made available primarily through network servers co-located in the facilities of China Telecom's affiliates, China Unicom's affiliates and China Mobile's affiliates. As of December 31, 2021, there were approximately 130,000 of such co-located servers, including servers supporting the operation of the games licensed to Shanghai EaseNet by Blizzard, using leased dedicated lines mainly from various affiliates of China Telecom, China Unicom and China Mobile. We also utilize certain cloud-based servers maintained by third parties such as Amazon.

In addition, we have developed our own systems to facilitate sales planning, targeting, trafficking, inventory management and reporting tools, such as advertisement tracking systems for our advertising services.

We have also established a comprehensive user profile system, which we monitor and review on a regular basis. We also deploy a single sign-on system that allows users to easily access our services offered through the various NetEase products. We intend to continue to use a combination of internally developed software products as well as third-party products to enhance our products and services in the future.

## **SALES AND MARKETING**

We employ a variety of online and traditional sales and marketing programs and promotional activities to build our brand as part of our overall marketing strategy. We focus on building brand awareness through online marketing campaigns, proactive public relations and other offline advertising. We invest in a series of marketing activities to further strengthen our brand image and continue to grow our user base, including collaborating with leading social media, video and live streaming platforms, TV, movie and stage production companies as well as book and comic publishers to extend our brand to a broader potential user group.

### **Online Game Services**

Our mobile games are available on the Apple app store for iOS and third-party Android app stores. In addition, to leverage our existing user bases, we also publish our mobile games through our own internet properties. We conduct in-game marketing campaigns in connection with special holiday editions or launches of new games or expansion packs throughout the year. We have also promoted our games in collaboration with online and offline third-party promoters.

### **Youdao**

Youdao generates user traffic and leads primarily from online channels. As a key sales and marketing strategy, Youdao cross-sells its comprehensive portfolio of products and services, which allows it to effectively scale its business with modest traffic acquisition and marketing spending. In addition, Youdao also employs mobile marketing, such as brand advertisements and marketing campaigns on app stores, leading mobile news apps and social media platforms, as well as through optimization techniques designed to improve its ranking in popular search engines' results. Youdao also engages in offline marketing and branding to supplement its overall sales and marketing strategies.

### **Cloud Music**

Cloud Music primarily relies on word-of-mouth referrals and benefits from its high-quality music content, social networking functions and strong brands to attract users to its platforms. Besides word-of-mouth, Cloud Music engages in various marketing and promotional initiatives to promote its brand and increase its user base, including, for example, by partnering with key opinion leaders, holding various marketing campaigns and implementing new technologies and introduce new features to improve user experience.

### **Innovative Businesses and Others**

For our innovative businesses and other online services, content and services are generally provided through mobile applications or their respective websites. Users purchase our services either at a pre-determined package rate or on an item-based basis, and payments are made using third-party online payment platforms or NetEase Pay. We attract users through a variety of channels, such as our sponsored searches, social and online advertising, internet video and television advertising and other advertising channels. We also offer our customers special pricing discounts in connection with promotion activities and strive to expand our products selection to attract more visitors. Advertising services are conducted through our dedicated advertising services sales force, or through online advertising sales networks and advertising agencies.

## **INTELLECTUAL PROPERTY**

We rely on a combination of copyright, trademark, patent and trade secrecy laws and contractual restrictions on disclosure to protect our intellectual property rights. We require our employees to enter into agreements requiring them to keep confidential all information relating to our customers, methods, business and trade secrets during and after their employment with us. Our employees are required to acknowledge and recognize that all inventions, trade secrets, works of authorship, developments and other processes, whether or not patentable or copyrightable, made by them during their employment are our property. They also sign all necessary documents to substantiate our sole and exclusive right to those works and to transfer any ownership that they may claim in those works to us.

We have registered a number of domain names. We have also successfully registered numerous trademarks with China's Trademark Office, including marks incorporating the words "NetEase" and "Yeah!" in English and for marks for "NetEase" as written in Chinese in traditional and simplified Chinese characters. In addition, we have registered trademarks involving Chinese characters and phrases that have meanings relating to our web pages, products and services, including our online games, intelligent learning services, online music services, chat services, e-commerce and certain other online services. In addition, we have registered a number of trademarks involving the "NetEase" name as well as the names and logos of our products and services in the United States, the European Union, the Republic of Korea, Japan, the UK, Thailand and other jurisdictions.

In addition, we have registered our various in-house developed games and other online products with the National Copyright Protection Center of China. Moreover, we have filed certain patent applications with the National Intellectual Property Administration of China, U.S. Patent and Trademark Office, European Patent Office and Japan Patent Office, and have obtained Certificates of Design Patent, Utility Model Patent and/or Invention Patent for technologies related to our games, live video, news, educational products, e-commerce and finance, NetEase Cloud Music, hardware products, cloud technology, augmented reality technology, artificial intelligence technology, audio/video technology, computer technology and e-mail from the National Intellectual Property Administration of China, as well as Certificates of Utility Patent and Certificates of Design Patent in the United States, Europe and Japan.

Moreover, Youdao owns the intellectual property relating to in-house developed content used on its platform and the registrations of the core trademarks "Youdao." Cloud Music owns the intellectual properties relating to *NetEase Cloud Music* and the registrations of the core trademarks "Cloud Music." We also own the intellectual property (other than the content) relating to the NetEase websites and other online and mobile platforms, and the technology that enables online community, personalization, online games, news sharing, instant messaging, video streaming, Yanxuan and other services on those platforms. We license content from various freelance providers and other content providers.

While we actively take steps to protect our proprietary rights, such steps may not be adequate to prevent the infringement or misappropriation of our intellectual property. See Item 3.D. "Risk Factors—Risks Related to doing business in China—We may not be able to adequately protect our intellectual property, and we may be exposed to infringement claims by third parties."

## COMPETITION

Our competition primarily comes from global online game developers and operators, such as Tencent, established online and offline education service and/or product providers in China, as well as leading digital media and entertainment providers. Some of our current and potential competitors are larger than we are, and currently offer, and could further develop or acquire, content and services that compete with us. The areas in which we compete primarily include:

*User traffic, time and spending.* We compete to attract, engage and retain users based on the design, quality, popularity and efficacy of our content offerings, the overall user experience of our products and services, as well as the effectiveness of our marketing activities.

*Talent.* We compete for motivated and capable talent, including engineers, game designers, product developers and creative professionals to build compelling content, tools and functions.

*Global collaboration opportunities.* We compete to win collaboration relationships with well-known global IP and content owners based on our level of expertise in systematically developing in-house developed games, delivering a compelling user experience through operational knowhow and customizing established game titles for rapid expansion into overseas markets.

There can be no assurance that we will be able to compete successfully against our current or future competitors or that competition will not have a material adverse effect on our business, results of operations and financial condition.



## CORPORATE SOCIAL RESPONSIBILITY

Since our founding, we have been highly committed to environmental, social and corporate responsibility matters. Through our product and service offerings, we aim to improve people's lives by leveraging technologies to offer innovative services such as online games, intelligent learning and music streaming. Aspiring to make high-quality education and learning services accessible to everyone, we have been making headway in improving and promoting online and live-streamed courses, which make it possible for users in less-developed regions in China to access quality and diverse educational resources. In 2021, we donated hardware, software and high-quality learning content to schools in Chongqing City, the Xizang region, Guizhou province and Zhengzhou City, enabling tens of thousands students to have access to online courses.

Furthermore, our Cloud Music platform has become an important avenue for raising awareness of social issues, such as animal protection and children's wellbeing, through its music and fund-raising campaigns. Yanxuan has also leveraged its business platform to help local artisans and merchants sell their products in a bid to contribute to China's poverty reduction efforts. Moreover, our games have demonstrated their social value by providing platforms for users to collaborate, contribute ideas, raise awareness of social issues and promote science popularization. For example, students rebuilt their campuses in *Minecraft* and held virtual graduation ceremonies, despite school closures related to COVID-19. *Fantasy Westward Journey* mobile games collaborated with WildAid to bring public attention to the protection of wild animals. In addition, we have developed game modes to educate users on cybersecurity awareness. We have also partnered with organizations to use our anime characters to educate the public on the prevention of respiratory diseases.

As a responsible corporate citizen, we also prioritize supporting the community and its members. In 2021, Zhengzhou in China, Henan Province's capital city, and other cities in the province were affected by heavy rains, leading to major river overflows, public transportation disruptions and property and infrastructure damage, upending the daily lives of millions of people. In response, we donated RMB50 million and implemented a comprehensive disaster relief campaign to support those in need. This initiative included an online emergency channel launched by NetEase News, which provided rescue information and allowed users to contact others for emergency rescue assistance. Youdao partnered with public welfare agencies to aid post-disaster reconstruction at ten local schools. In addition, NetEase Open Course provided online psychology modules, together with disaster rescue courses, in order to help individuals, families and communities navigate mental stress and trauma in aftermath of the event.

In addition, we stand out in our commitment to equality and diversity in our recruitment and promotion policies. We are included in the Bloomberg Gender-Equality Index's 2020 global list of 325 public companies that are committed to gender equality in the workplace, an accolade that we are enormously proud of. We also value diversity highly and currently have employees from more than 30 countries and regions, including the United States, Japan, South Korea and Canada. We empower each of our talent with our carefully-designed training program, and we were awarded the 2021 ATD BEST Award by the Association for Talent Development, one of the most authoritative international awards in the global talent development industry.

Given that the majority of our operations are conducted online, we leave limited impact on the environment with a small carbon footprint. We are committed to carbon mitigation measures and will continue to explore ways to further improve energy efficiency. All our servers are compliant with industry energy efficiency standards in China, and we intentionally choose partners with a strong commitment to carbon emission reduction in our collaboration with third-party cloud servers.

## RISK MANAGEMENT AND INTERNAL CONTROL

We have devoted ourselves to establishing and maintaining risk management and internal control systems consisting of policies and procedures that we consider to be appropriate for our business operations, and we are dedicated to continuously improving these systems.

We have adopted and implemented comprehensive risk management policies in various aspects of our business operations, such as financial reporting, information system, internal control, human resources and investment management.

### **Financial Reporting Risk Management**

We have in place a set of accounting policies in connection with our financial reporting risk management, such as financial reporting management policies, budget management policies, treasury management policies, financial statements preparation policies and finance department and staff management policies. We have various procedures and IT systems in place to implement our accounting policies, and our finance department reviews our management accounts based on such procedures. We also provide regular training to our finance department employees to ensure that they understand our financial management and accounting policies and implement them in our daily operations.

### **Information System Risk Management**

Sufficient maintenance, storage and protection of user data and other related information is critical to our business. We have implemented various internal procedures and controls to ensure that user data is protected and that leakage and loss of such data is avoided.

We believe it is crucial that our users understand how we handle their information so that they can make informed choices in deciding how such information is used and shared. To this end, we collect personal information and data from users only with their prior consent, and we offer our users opt-out or opt-in options. We have established and implemented a strict companywide policy on data collection, usage, disclosure, transfer and storage. In accordance with our policy, we are required to go through the following procedures: (i) providing notice to users as to why and how their data is being collected and used; (ii) providing users with the choice to opt-out or opt-in; (iii) making continuous efforts to prevent loss or leakage of user data; and (iv) providing users with access to their own personal information collected by us.

We have implemented a network of process and software controls to protect individual personal information and privacy. We encrypt user data in network transmission. For back-end storage, we also use various encryption technologies at software and hardware levels to protect sensitive user data. To minimize the risk of data loss or leakage, we conduct regular data backup and data recovery tests.

We prioritize user data security and privacy by strictly following our defined policy. We have obtained the certificates of ISO 27001 and filing certificates of Classified Protection of Information Security for some of our entities and products. We have established a coordination mechanism with third-party agencies to handle information security threats in a timely manner.

At the enterprise level, we established a systematic and universal user account authorization and management mechanism based on which we periodically review the status of user accounts and the related authorization information. We regularly perform security configuration assessment on our databases and servers and implement procedures for system log management.

We have put in place a series of back-up management procedures. We deploy different back-up mechanisms, including local back-ups and offsite back-ups, depending on the needs of our business, to minimize the risk of user data loss or leakage. We have also established protocols for the design, implementation and monitoring of offsite back-ups. We also require any access to or processing of user data to go through strict assessment and approval procedures in order to ensure that only valid and legitimate requests are executed.

We provide information security training to our employees and conduct ongoing trainings, and we discuss any issues or necessary updates from time to time. We also have an emergency response mechanism to evaluate critical risks, formulate disaster response plans and perform emergency drills on a regular basis. In addition, each of our business units is responsible for ensuring that the usage, maintenance and protection of user data are in compliance with our internal information security policy and the applicable laws and regulations.

### **Internal Control Risk Management**

We have designed and adopted strict internal procedures to ensure the compliance of our business operations with the relevant rules and regulations. Our internal control team works closely with our legal, compliance and finance departments as well as our business units to: (a) perform risk assessments and give advice on risk management strategies; (b) improve business process efficiency and monitor internal control effectiveness; and (c) promote risk awareness throughout our company.

In accordance with our internal procedures, our in-house legal department performs the basic function of reviewing and updating the form of contracts we enter into with our consumers, merchants and relevant third-parties. Our legal department examines the contract terms and reviews relevant documents for our business operations, and the necessary underlying due diligence materials, before we enter into any contract or business arrangements.

Our in-house legal department reviews our services for regulatory compliance before they are made available to the general public. Our in-house legal department works with relevant business units to obtain requisite governmental approvals or consents, including preparing and submitting all necessary documents for filing with relevant government authorities within the prescribed regulatory timelines.

We continually review the implementation of our risk management policies and measures to ensure our policies and implementation are effective and sufficient.

#### **Human Resources Risk Management**

We provide regular and specialized training tailored to: (a) the needs of our employees in different departments, and (b) our anti-bribery & corruption policy. We regularly organize internal training sessions conducted by senior employees or outside consultants.

We have in place an employee handbook and a code of conduct approved by our management and have distributed them to all our employees. The handbook contains internal rules and guidelines regarding work ethics, fraud prevention mechanisms, negligence and corruption. We provide employees with regular training as well as resources to explain the guidelines contained in the employee handbook.

We have in place an anti-bribery and corruption policy to safeguard against any corruption within our company. The policy explains potential bribery and corruption conduct and our anti-bribery and corruption measures. We make our internal reporting channel open and available for our staff to report any bribery and corruption acts, and our staff can also make anonymous reports to our ethics committee. Our ethics committee is responsible for investigating the reported incidents and taking appropriate measures.

#### **Investment Risk Management**

We invest in or acquire businesses that are complementary to our business, such as businesses that can expand the services we offer and strengthen our R&D capabilities.

In general, we intend to hold our investments for the long term. In order to protect our interests as shareholders and control the potential risks associated with our investments, we generally request our investee companies to grant us customary investor protective rights.

Our finance department monitors the deal performance on a regular basis. Our finance and legal departments cooperate with deal team on deal analysis, communication, execution, risk control and reporting. Any material factors will be timely reported to the senior management or board of director for further decision.

#### **Audit Committee Experience and Qualification and Board Oversight**

We have established an audit committee to monitor the implementation of our risk management policies across our company on an ongoing basis to ensure that our internal control system is effective in identifying, managing and mitigating risks involved in our business operations.

The audit committee consists of three members, namely Michael Leung, Alice Cheng and Joseph Tong, all of whom are independent non-executive directors. Michael Leung is the chairperson of the audit committee. For the professional qualifications and experiences of the members of our audit committee, see "Directors and Senior Management."

We also maintain an internal audit department which is responsible for reviewing the effectiveness of internal controls and reporting to the audit committee and senior management on any issues identified. Our internal audit department members hold regular meetings with management to discuss any internal control issues we face and the corresponding measures to implement toward resolving such issues. The internal audit department reports to the audit committee to ensure that any major issues identified are channeled to the committee on a timely basis. The audit committee then discusses the issues and reports to the board of directors, if necessary.

#### **Ongoing Measures to Monitor the Implementation of Risk Management Policies**

Our audit committee, internal audit department and senior management together monitor the implementation of our risk management policies on an ongoing basis to ensure our policies and implementation are effective and sufficient.

#### **INSURANCE**

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

In line with general market practice, we do not maintain any business interruption insurance or product liability insurance, which are not mandatory under PRC laws. We do not maintain key person life insurance, insurance policies covering damages to our network infrastructures or information technology systems. We carry property insurance with low coverage limits that may not be adequate to compensate us for all losses, particularly with respect to loss of business and reputation that may occur. We also do not maintain insurance policies against risks relating to the Contractual Arrangements. In 2021, we did not make any material insurance claims in relation to our business.

#### **PERMISSION REQUIRED FROM THE PRC AUTHORITIES FOR OUR OPERATIONS AND OFFERINGS**

We believe our PRC subsidiaries and VIEs have obtained the requisite licenses and permits from the PRC government authorities that are necessary for their material business operations in China except as disclosed in “Item 3. Key Information—D. Risk Factors—Risks Related to Our Other Businesses—Significant uncertainties exist in relation to the interpretation and implementation of, or proposed changes to, the PRC laws, regulations and policies regarding the private education industry. In particular, our Youdao business’s compliance with the Opinions on Further Alleviating the Burden of Homework and After-School Tutoring for Students in Compulsory Education and the implementation measures issued by the relevant PRC government authorities has materially and adversely affected and may continue to affect Youdao’s business, financial condition, results of operations and prospects.” “—We are subject to laws related to music streaming, live streaming and online entertainment industries. Any failure to comply with or any changes in the applicable laws, regulations, policies and guidelines may adversely impact the prospects and results of operations of our services in such industries” and “— Our intelligent learning, music streaming, e-commerce, advertising and other innovative businesses are subject to a broad range of laws and regulations. Any lack of requisite approvals, licenses or permits applicable to these businesses or any failure to comply with applicable laws or regulations may have a material and adverse impact on our business, financial condition and results of operations.” Such licenses and permits include, among others, Value-added Telecommunications Business Operating License, Online Publishing Service License, Internet Audiovisual Program Services License, Internet Cultural Business License, and Commercial Performance License. If we or any of 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 required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures. In addition, if we had inadvertently concluded that such approvals, permits, registrations or filings were not required, or if applicable laws, regulations or interpretations change in a way that requires us to obtain such approval, permits, registrations or filings in the future, we may be unable to obtain such necessary approvals, permits, registrations or filings in a timely manner, or at all, and such approvals, permits, registrations or filings may be rescinded even if obtained. Any such circumstance may subject us to fines and other regulatory, civil or criminal liabilities, and we may be ordered by the competent government authorities to suspend relevant operations, which will materially and adversely affect our business operation.

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 our business operations in the future. For more detailed information, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Changes in government regulation of the telecommunications and internet industries in China may result in uncertainties in interpretation and/or the Chinese government requiring us to obtain additional licenses or other governmental approvals to conduct our business, both of which may restrict our operations.”

In addition, the PRC government has recently indicated an intent to exert more oversight over overseas securities offerings and published a series of laws and regulations to regulate such transactions. In connection with our prior overseas offerings and listing status, as of the date of this annual report, we (i) have not been required to obtain any permission from or complete any filing with the CSRC, and (ii) have not been required to go through a cybersecurity review by the CAC. As advised by our PRC legal counsel, under the currently effective PRC laws and regulations, we are not required to obtain any permission from or complete any filing with CSRC or go through a cybersecurity review by the CAC to maintain our listing status, based on their consultation with competent government authorities.

However, there are substantial uncertainties as to how PRC governmental authorities will regulate overseas listings and offerings in general and whether we are required to complete any filing or obtain any specific regulatory approval from the CSRC, the CAC or any other PRC governmental authorities for our future overseas securities offerings. If we had inadvertently concluded that such approvals were not required, or if applicable laws, regulations or interpretations change in a way that requires us to complete such filings or obtain such approvals in the future, we may be unable to fulfill such requirements in a timely manner, or at all, and such approvals may be rescinded even if obtained. Any such circumstance could subject us to penalties, including fines, suspension of business and revocation of required licenses, significantly limit or completely hinder our ability to continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless. For more detailed information, see “Item 3. Key Information - D. Risk Factors - Risks Related to Our Business and Industry - The approval, filing or other requirements of the CSRC, CAC or other PRC government authorities may be required under PRC law in connection with our issuance of securities overseas or maintenance of the listing status of our ADSs, and the PRC government’s oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our ADSs.”

## **GOVERNMENT REGULATIONS**

### **Regulations on Foreign Investment**

On March 15, 2019, the National People’s Congress promulgated the 2019 PRC Foreign Investment Law, which became effective on January 1, 2020, and replaced the Wholly Foreign-owned Enterprises Law, the Sino-foreign Equity Joint Ventures Law, and the Sino-foreign Cooperative Joint Ventures Law. Investment activities in the PRC by foreign investors are principally governed by the Catalogue of Industries for Encouraging Foreign Investment, or the Encouraging Catalogue, and the Special Management Measures (Negative List) for the Access of Foreign Investment, or the Negative List, both of which were promulgated and are amended from time to time by the MOFCOM, and the NDRC. The Encouraging Catalogue and the Negative List lay out the basic framework for foreign investment in China, classifying businesses into three categories with regard to foreign investment: “encourage”, “restricted” and “prohibited”. Industries not listed in the Encouraging Catalogue and the Negative List are generally deemed as falling into a fourth category “permitted” unless specifically restricted by other PRC laws. On December 27, 2020, MOFCOM and the NDRC released the Catalog of Industries for Encouraging Foreign Investment (2020 Version), which became effective on January 27, 2021, to replace the previous Encouraging Catalogue. On December 27, 2021, MOFCOM and the NDRC released the Special Management Measures (Negative List) for the Access of Foreign Investment (2021 Version), which became effective on January 1, 2022, to replace the previous 2020 Negative List. To comply with the above foreign investment restrictions and to obtain necessary licenses and permits in industries that are currently subject to foreign investment restrictions in China, we operate in China through the VIEs. See Item 4.B. “Business Overview—Our Organizational Structure.” There remain substantial uncertainties with respect to the interpretation and application of existing or future PRC laws and regulations on foreign investment. See Item 3.D. “Risk Factors—Risks Related to Our Corporate Structure.”

According to the 2019 PRC Foreign Investment Law, foreign investment shall enjoy “pre-entry national treatment,” which generally means that at an investment-entrance stage, foreign investment should be treated no less favorably than domestic investment, except for foreign investments in industries deemed to be “restricted” or “prohibited” in the “negative list.” The 2019 PRC Foreign Investment Law provides that foreign invested entities operating in “restricted” or “prohibited” industries will require entry clearance and other approvals. However, uncertainties still exist when it comes to interpreting or implementing the 2019 PRC Foreign Investment Law and its implementation rules. For example, the 2019 PRC Foreign Investment Law does not comment on the concept of “de facto control” or contractual arrangements with variable interest entities. It does, however, have a catch-all provision under the definition of “foreign investment,” which includes investments made by foreign investors in China through means stipulated by laws or administrative regulations or other methods prescribed by the State Council. As such, there remains a leeway for future Laws to define contractual arrangements as a form of “foreign investment.” Furthermore, the 2019 PRC Foreign Investment Law provides that foreign invested enterprises established according to the existing laws regulating foreign investment may maintain their structure and corporate governance for five years after the 2019 PRC Foreign Investment Law is implemented, which means that foreign invested enterprises may be required to adjust their structure and corporate governance after five years. For further details, please see Item 3.D. “Risk Factors — Risks Related to Our Corporate Structure.”

On December 26, 2019, the State Council promulgated the Implementation Rules to the Foreign Investment Law, which became effective on January 1, 2020, and repealed the Provisional Regulations on the Duration of Sino-Foreign Equity Joint Venture, the Regulations on Implementing the Wholly Foreign-Invested Enterprise Law of the PRC, and the Regulations on Implementing the Sino-Foreign Cooperative Joint Venture Enterprise Law of the PRC. The implementation rules further clarified and elaborated on the relevant provisions of the 2019 PRC Foreign Investment Law. However, given that these implementation rules were only recently enacted, a number of uncertainties still exist in relation to the interpretation and implementation of the 2019 PRC Foreign Investment Law.

On December 30, 2019, the MOFCOM and the SAMR, jointly promulgated the Measures for Information Reporting on Foreign Investment, which became effective on January 1, 2020. Pursuant to the measures, where a foreign investor directly or indirectly carries out investment activities in China, the foreign investor or the foreign-invested enterprise must submit the investment information to the competent commerce department for further handling.

On December 19, 2020, MOFCOM and the NDRC jointly promulgated the Measures for the Security Review of Foreign Investments, which took effect on January 18, 2021, pursuant to which a security review shall be conducted for foreign investments that affect or may affect national security. The measures established a working mechanism for the security review of foreign investments, or the Security Review Working Mechanism, to be responsible for organizing, coordinating and guiding the security review of foreign investments. For foreign investments in material information technology and internet products and services which relate to national security, the foreign investors who obtain the actual controlling stake in the investee enterprise in the PRC shall declare to the office of the Security Review Working Mechanism prior to implementation of the investments.

#### **Regulations on Telecommunication Services**

In September 2000, China’s State Council promulgated the Telecommunications Regulations of the PRC (the “Telecom Regulations”), which was last revised in February 2016. The Telecom Regulations categorized all telecommunications businesses in China as either a “basic telecommunications business” or “value-added telecommunications business,” ICP services, e-mail services, and other telecommunications businesses operated by us are classified as value-added telecommunications businesses. According to the Telecom Regulations, the commercial operator of these services must obtain an operating license. The Telecom Regulations also set out extensive guidelines with respect to different aspects of telecommunications operations in China.

On December 28, 2015, MIIT issued the Telecommunication Services Classification Catalog (2015 Edition), which replaced the then-operative Telecommunication Services Classification Catalog (2003 Edition). The 2015 Catalog took effect on March 1, 2016 and was amended on June 6, 2019. The Catalog divided the information services business into an additional five sub-categories and reclassified the online data processing and transaction processing services business from a “basic telecommunications business” to a “value-added telecommunications business.” In 2017, MIIT issued the new version of the Measures for the Administration of Telecom Business Licensing (the “MIIT Measures 2017”), which became effective on September 1, 2017. Similar to the 2009 version, the MIIT Measures 2017 require companies who are engaged in telecommunications businesses to have a Telecom Business License. However, the MIIT Measures 2017 removed the previous requirement to file trans-regional value-added telecommunications business permits.

In December 2001, in order to comply with China’s commitments with respect to its entry into the WTO, the State Council promulgated the Regulation for the Administration of Foreign-Invested Telecommunications Enterprises (the “FITE Regulations”), which was last revised in March 2022 and will take effect on May 1, 2022. The FITE Regulations set out detailed requirements with respect to capitalization, investor qualifications, and application procedures in connection with establishing a foreign invested telecom enterprise. Pursuant to the FITE Regulations, foreign investors may hold an aggregate of no more than 50% of the total equity in any value-added telecommunications business in China. The Notice of the MIIT on Removing the Restrictions on Foreign Equity Ratios in Online Data Processing and Transaction Processing (Operating E-commerce) Business issued by the MIIT in June 2015 set out an exception, under which, foreign investors may hold up to the entire equity interest in online data processing and transaction processing (operating e-commerce) businesses. However, the FITE Regulations do not define “online data processing and transaction processing (operating e-commerce) business,” and its interpretation and enforcement involve significant uncertainties. In addition, the Negative List removes some of the previous restrictions on value-added telecommunications providers by allowing foreign investors to hold up to the entire equity interest in domestic multi-party communication, e-storage and forwarding and call center businesses in China. However, other requirements provided by the SAPPRFT and MIIT regulations still apply.

The Circular of the MII on Intensifying the Administration of Foreign Investment in Value-Added Telecommunication Services (the “2006 MII Circular”), was promulgated by MII on July 13, 2006. The 2006 MII Circular provides that: (i) any domain name used by a value-added telecommunications service provider must be legally owned by the service provider or its shareholder(s); (ii) any trademark used by a value-added telecommunications service provider must be legally owned by the service provider or its shareholder(s); (iii) the operation site and facilities of a value-added telecommunications service provider must be installed within the scope prescribed by the operating licenses obtained by the service provider and must correspond to the value-added telecommunications services that the service provider has been approved to provide; and (iv) a value-added telecommunications service provider must establish or improve the measures of ensuring information security. Companies that have obtained operating licenses for value-added telecommunications services are required to conduct self-examination and self-correction according to the requirements above and report their results to MII. To comply with these requirements, Guangzhou NetEase submitted its self-correction report to MII in 2007 and the VIEs have registered the domain names used by them.

## **Regulations on Internet Information Services**

The Measures for the Administration of Internet Information (the “ICP Measures”), issued by the State Council went into effect on September 25, 2000 and was revised on January 8, 2011. Under the ICP Measures, any entity that provides information to internet users must obtain an operating license from the MII, or its local branch at the provincial level in accordance with the Regulations on Telecommunication Services described above.

The Provisional Regulations for the Administration of Website Operation of News Publications, which was jointly issued by the SCIO, and MII on November 6, 2000, stipulates that websites of non-news organizations shall not publish news items produced by themselves, and that their websites shall be approved by SCIO after securing permission from SCIO at the provincial level. On June 1, 2017, the latest Provisions for the Administration of Internet News Information Services, promulgated by the CAC, came into effect, which superseded the previous regulations. According to the revised provisions, to provide internet-based news information services to the public via internet websites, applications, forums, blogs, micro-blogs, public accounts, instant communication tools and online live-stream, providers must obtain an Internet News Information Service License, issued by the CAC or a local cyberspace administration. In addition, the provisions prohibit organizations from establishing foreign, partially or wholly owned, entities that invest or operate internet-based news information services. The CAC and the local cyberspace administrative offices are responsible for the supervision, management and inspection of internet-based news information services. On March 12, 2022, the NDRC and the MOFCOM jointly issued the Negative List for Market Access (2022 Edition), pursuant to which market entities are prohibited from illegally conducting news media related businesses. To be specific, non-public capital shall not: (i) be engaged in business of news gathering, editing and broadcasting; (ii) invest in the establishment and operation of news organizations; (iii) operate the layout, frequency, channel, column and public account of news organizations; (iv) be engaged in live broadcasting related to politics, economics, military, diplomatic or related to major social, cultural, scientific and technological, health, education, sports activities and events and other activities and events related to political discretion, direction of public opinion and value orientation; (v) introduce news released by foreign subjects; or (vi) hold forum, summit or award selection activities in the field of news and public opinion. In December 2016, the MOC issued the Circular on the Administrative Measures for Business Activities Relating to Online Performance, pursuant to which an internet platform operator that provides online performance shall: (i) apply for a Network Culture Operation License with the relevant provincial-level authority; (ii) notify the MOC of any access or performance channels created for domestic performers within ten days; and (iii) submit an application to the MOC before creating any access or performance channels for foreign performers. On June 19, 2018, the MOCT issued the National Cultural Market Blacklist Management Measures, which created a public ‘blacklist’ for companies that did not comply with the regulations on internet culture activities and imposed penalties and credit restrictions for non-compliance. On November 11, 2021, the MOCT issued the Provisions on Credit Management of the Culture and Tourism Market, which took effect on January 1, 2022 and replaced the previous National Cultural Market Blacklist Management Measures. The new Provisions establish and improve the system for the administration of the entities and persons in the cultural market, including those engaging in internet culture activities, that have seriously broken their trust, and specify the standards, identification procedures, administrative measures and remedies for such entities and persons.

In addition, the SAPPRFT issued a Notice on Strengthening the Management of Live-Streaming Service for the Network Audio-visual Programs in September 2016, pursuant to which an internet live-streaming service provider shall: (i) provide necessary censorship on the content of live-streams; (ii) establish a mechanism to timely identify unlawful content, prevent any unlawful content from being distributed and replace the content with backup programs; and (iii) record live-streaming programs and keep the records for at least 60 days. Shortly after this notice, in November 2016, the CAC promulgated the Administrative Provisions on Internet Live-Streaming Services, pursuant to which an internet live-streaming service provider shall: (i) establish a live-streaming content review platform; (ii) require authentication for the registration of live-streaming content providers; and (iii) enter into a service agreement with live-streaming service users to specify each of the live-streaming service user’s and the content provider’s rights and obligations.

In November 2018, the CAC, together with the Ministry of Public Security, published the Provisions on the Safety Assessment for Internet Information Services Capable of Creating Public Opinions or Social Mobilization. These provisions require certain internet information service providers to conduct safety assessment in relation to the: (i) the legal compliance status of their information services, new technologies and new applications; (ii) effectiveness of their implementation of safety measures as required by applicable laws and regulations; and (iii) effectiveness of their safety and risk control measures.



On June 27, 2002, the MII and the GAPP jointly promulgated the Provisional Measures for the Administration of Internet Publishing, which was replaced by the Rules for the Administration of Online Publishing Service jointly issued by SAPPRFT and MIIT that became effective on March 10, 2016. These rules require online publishers to secure approval from the SAPPRFT for their operations. The term “online publication service” refers to providing online publications to the public through information networks. The term “online publications” is defined as the digital works with publishing features such as editing, production or processing provided to the public through information networks (including contents from books, newspapers, periodicals, audio and video products, electronic publications that have already been formally published or works that have been made public in other media format, and the digital works of literature, art and science). These rules also forbid foreign investment in the online publishing sector.

On July 8, 2004, State Food and Drug Administration of China issued the Measures for the Administration of Internet Drug Information Services, which was amended in 2017. The measures stipulate that websites publishing drug-related information must obtain a license from local food and drug administrations.

Pursuant to the Measures for the Administration of Internet E-mail Services (the “Internet E-mail Measures”), which was issued by MII on February 20, 2006, e-mail service providers must obtain value-added telecommunications business operating licenses or file for recordation as non-profit internet service providers. In addition, each e-mail service provider must keep a record of the timing, sender’s or recipient’s e-mail address and IP address of each e-mail transmitted through its servers for 60 days. The Internet E-mail Measures also state that an internet e-mail service provider is obligated to keep confidential the users’ personal registered information and internet e-mail addresses. An internet e-mail service provider and its employees may not illegally use any user’s personal registered information or internet e-mail address, and may not, without consent of the user, divulge the user’s personal registered information or internet e-mail address, unless otherwise prescribed by another Law.

The State Administration of Radio, Film and Television (the “SARFT”) and MII jointly issued the Regulations for the Administration of Internet Audiovisual Program Services (the “Audiovisual Regulations”) on December 20, 2007, which was revised on August 28, 2015 by the SAPPRFT. The Audiovisual Regulations require that online audio and video service providers obtain a permit from NRTA in accordance with the Audiovisual Regulations.

On November 18, 2019, the CAC, the MOCT and the NRTA jointly issued the Promulgation of the Administrative Provisions on Online Audio and Video Information Services (the “Audio and Video Provisions”), which took effect on January 1, 2020. The Audio and Video Provisions require that online audio and video information service providers: (i) acquire relevant qualifications required by law and regulations; (ii) adopt rules and policies in relation to, for example, user registration, information distribution and review, information security management, emergency disposal, educational training for employees, the protection of minors and intellectual property rights protection; (iii) verify personal information submitted by users as required under applicable laws; and (iv) undertake technical and other necessary measures to ensure network security and stable operations. Organizations and individuals are prohibited from utilizing online audio and video information services and the related information technology to carry out illegal activities that infringe upon the legitimate rights and interests of others. The Audio and Video Provisions further set out requirements for the creation, distribution and transmission of audio videos based on new technologies and applications such as deep learning and virtual reality, including requirements for safety evaluation, labeling requirements and mechanisms for refuting fake rumors.

On October 23, 2015, the MOC issued its Notice on Further Strengthening and Improving the Management of Online Music. According to this notice, entities should examine and verify the content of online music by themselves, while the culture management administration should supervise compliance upon and following the content’s publication.

On August 7, 2014, the CAC issued the Interim Provisions on Managing the Development of Public Information Services on Instant Messaging Tools (the “Instant Messaging Interim Provisions”), which stipulate that instant messaging tool service providers must enter into an agreement with their users during account registration to require them to abide by “Seven Principals,” including, without limitation, compliance with applicable laws and social ethics.

On December 29, 2011, MIIT issued the Several Provisions on Regulating the Market Order for Internet Information Services (the “Market Order Provisions”). According to the provisions, internet information service providers (“IISP(s)”), are prohibited from a wide range of activities that would infringe upon the rights and interests of users or other IISPs, including but not limited to, maliciously forcing incompatibility on services and products provided by other IISPs; deceiving, misleading or forcing users to use or not to use services and products provided by other IISPs; changing users’ browser configurations or other configurations without notifying and obtaining permission from the users; and bundling their terminal software with other software without providing clear notice to users. In addition, IISPs are prohibited from collecting information that is related to users and can serve to identify users’ identities solely or in conjunction with other information without the users’ consent or providing other people with the information, unless otherwise permitted or required under Laws.

On April 17, 2015, the National Copyright Administration of the People’s Republic of China issued the Circular on Regulating the Order of Internet Reproduction of Copyrighted Works. Under this circular, in order to reproduce the work of others, internet media must comply with relevant provisions of the copyright laws and regulations and, unless otherwise provided by law or regulation, must obtain permission from, and pay remuneration to, the owner of the copyrighted work, and must indicate the name of the author as well as the title and the source of the work, and may not infringe any other rights or interests of the copyright owner. Moreover, when reproducing the works of others, internet media must not make material alterations to the content of the work.

The Standing Committee of National People’s Congress adopted the Copyright Law of the PRC in 1990 and amended it in 2001, 2010 and 2020, respectively. The latest amended Copyright Law became effective on June 1, 2021, pursuant to which relevant provisions on copyright protection in cyberspace have been further improved, including, for example, the scope of “broadcasting right” and the scenarios that the sound recording producers can receive remunerations have been expanded, and the description of “cinematographic works or works created using methods similar to film making” are revised as “audio-visual works”.

On June 28, 2016, the CAC published the first regulation of mobile applications in the PRC, the Administrative Provisions on Information Services for Mobile Internet Applications (the “App Administrative Provisions”). These provisions expressly require mobile application providers to obtain the relevant operation licenses and hold the mobile application providers strictly responsible for the implementation of information security management regarding the applications they distribute or operate. The App Administrative Provisions also require mobile application providers to: (i) verify the identity and contact information of their registered users; (ii) establish an appropriate mechanism to protect its users’ personal data; (iii) develop an adequate censorship mechanism for any information published through their applications; (iv) protect their users’ rights to be informed if their applications need to gain access to the users’ personal details and refrain from accessing the functions unrelated to the relevant applications without the users’ consent; (v) protect their users’ intellectual property rights; and (vi) maintain internal records of users’ activities for 60 days.

On December 15, 2019, the CAC issued the Provisions on the Ecological Governance of Network Information Content, which took effect on March 1, 2020. For the purpose of these provisions, the term “ecological governance of network information contents” refers to the relevant activities carried out by governments, enterprises, society, internet users and other parties to promote positive energy, and dispose of illegal and harmful information. According to these provisions, a network information content service platform has a duty to act as the information content administrator, to strengthen the ecological governance of the network information content on the platform and to promote the formation of positive cyber culture towards kindness. Network information content service platforms are required to set up the mechanism of ecological governance of the network information content, develop detailed rules for ecological governance of network information content on the platform, and improve the systems for user registration, account management, information release and examination, post and comments examination, ecological page management, real-time inspection, emergency response, and disposal of cyber rumors and black industry chain information.

On September 15, 2021, the CAC issued the Opinions on Further Pushing Website Platforms to Fulfil Primary Responsibility for Information Content Management, effective on the same date, which urges website platforms to fulfil their primary responsibility for information content management and fully leverage the role of website platforms as the primary entity in charge of information content management. These opinions systematically set out the requirements for a website platform to engage in information content management, mainly covering ten specific topics: (i) clearly grasp the meaning of the primary responsibility which shall be borne by website platforms; (ii) improve the platform community rules; (iii) strengthen the standardized management of accounts; (iv) improve the content review mechanism; (v) improve the quality of information content; (vi) standardize the dissemination of information content; (vii) strengthen the management of key functions; (viii) insist on operating in compliance with laws and regulations; (ix) strictly protect minors on the Internet; and (x) strengthen the construction of the personnel team. Besides, these opinions further put forward specific requirements for the website platform to perform the main responsibility.

On December 31, 2021, the CAC and other three regulatory authorities jointly promulgated the Administrative Provisions on Internet Information Service Algorithm Recommendation, which became effective on March 1, 2022. The Administrative Provisions on Internet Information Service Algorithm Recommendation stipulates that algorithm recommendation service providers with public opinion attributes or social mobilization capabilities shall submit the relevant information within ten business days from the date of providing such services. Pursuant to the Administrative Provisions on Internet Information Service Algorithm Recommendation, algorithmic recommendation service providers are required to provide users with options that are not specific to their personal characteristics, or provide users with convenient options to cancel algorithmic recommendation services and shall not set up algorithm models against applicable laws, regulations and social norms, including without limitation inducing users to indulge or engage in excess consumption.

### **Regulations on Information Security and Censorship**

Regulations governing information security and censorship include:

- The Law of the PRC on the Preservation of State Secrets (1988, revised in 2010) and its Implementation Rules (2014);
- The Counter-espionage Law of the PRC (2014);
- The Rules of the PRC for Protecting the Security of Computer Information Systems (1994, revised in 2011);
- The Measures for the Administration of Security Products for Computer Information Systems Examination and Sales (1997);
- The Administrative Measures for Protection of the Security of International Internetworking of Computer Information Networks (1997, revised in 2011);
- Provisions for the Administration of Keeping Secrets in the International Internetworking of Computer Information Systems (2000);
- The Notice issued by the Ministry of Public Security of the PRC Regarding Issues Relating to the Implementation of the Administrative Measure for the Security Protection of International Connections to Computer Information Networks (2000);
- The Decision of the Standing Committee of the National People's Congress Regarding the Safeguarding of Internet Security (2000, revised in 2009);
- The Provisions on the Technical Measures for the Protection of the Security of the Internet (2006);
- The Administrative Regulations for the Classified Protection of Information Security (2007);
- The Decision of the Standing Committee of the National People's Congress on Strengthening Network Information Protection (2012);

- Provisions on Protection of Personal Information of Telecommunication and Internet Users (2013);
- Internet User Account Name Management Regulations (2015);
- Cyber Security Law of the PRC (the “Cyber Security Law”) (2017 Edition);
- Detailed Rules for the Implementation of the Counter-espionage Law of the PRC (2017);
- Provisions on the Cyber Protection of Children’s Personal Information (the “Children’s Provisions”) (2019);
- Interpretation of the Supreme People’s Court and the Supreme People’s Procuratorate on Several Issues Concerning the Application of Law in the Handling of Criminal Cases Involving Illegal Use of Information Networks and Assistance in Criminal Activities Committed through Information Networks (the “Fa Shi No. 15”) (2019);
- Announcement of Launching Special Crackdown against Illegal Collection and Use of Personal Information by Apps (2019);
- Notice on the Special Rectification of Apps Infringing Users' Rights and Interests (2019);
- Information Security Technology —Personal Information Security Specification (2020 edition);
- Notice of MIIT on Carrying out Special Rectification Actions in Depth against the Infringement upon Users’ Rights and Interests by Apps (2020);
- Guiding Opinions on Implementing the Multi-Level Protection System for Cybersecurity and the Security Protection System for Critical Information Infrastructure (2020);
- PRC Civil Code (2021);
- Rules on the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications (2021);
- Cybersecurity Review Measures (2021);
- PRC Data Security Law (2021);
- Regulations for the Security Protection of Critical Information Infrastructure (2021); and
- Personal Information Protection Law (2021).

Under various Laws, ICP operators and internet publishers are prohibited from posting or displaying any content that:

- opposes the fundamental principles set out in China’s Constitution;
- compromises state security, divulges state secrets, subverts state power or damages national unity;
- harms the dignity or interests of the state;
- incites ethnic hatred or racial discrimination or damages inter-ethnic unity;
- sabotages China’s religious policy or propagates heretical teachings or feudal superstitions;
- disseminates rumors, disturbs social order or disrupts social stability;
- propagates obscenity, pornography, gambling, violence, murder or fear or incites the commission of crimes;

- insults or slanders a third party or infringes upon the lawful rights and interests of a third party; or
- includes other content prohibited by laws or administrative regulations.

Failure to comply with the content censorship requirements may result in the revocation of licenses and the closing down of the concerned websites or other online and mobile platforms. In addition, it is mandatory for internet companies in the PRC to complete security-filing procedures and regularly update information security and censorship systems for their websites and other online and mobile platforms with the local public security bureau. On June 22, 2007, the Ministry of Public Security, the State Secrecy Bureau, the State Cryptography Administration Bureau and the SCIO jointly issued the Administrative Regulations for the Classified Protection of Information Security, according to which websites should determine the protection classification of their information systems pursuant to a classification guideline and file their classification with the Ministry of Public Security or its bureaus at or above the municipal level with subordinate districts.

On February 18, 1994, the State Council promulgated the Rules of the PRC for Protecting the Security of Computer Information Systems, and amended in 2011, which defines “Security Products for Computer Information Systems” as software and hardware products designed for the protection of computer information security and stipulates that a license must be obtained before selling Security Products for Computer Information Systems. The Ministry of Public Security issued the Measures for the Administration of Security Products for Computer Information Systems Examination and Sales on December 12, 1997 confirming that a license for the sale of security products for computer information systems must be obtained as a precondition for sales of these products.

On December 28, 2012, the Standing Committee of the National People’s Congress issued the Decision on Strengthening Network Information Protection (the “Information Protection Decision”), which provides that electronic information through which a citizen’s identity can be identified or in which a citizen’s privacy is involved (“Personal Information”), is protected and no person shall steal, illegally obtain, sell or illegally provide to others any Personal Information. Also, according to the Information Protection Decision, where a network service provider provides website access service, or handles network access formalities for fixed-line telephones or mobile phones, or provides information publication services to its users, it shall require users to provide authentic identity information when concluding agreements or confirming provisions of its service with the users.

On July 16, 2013, MIIT issued the Provisions on Protection of Personal Information of Telecommunication and Internet Users, which defines “Personal Information” as information that can identify the user either on its own or in combination with other information that is collected in the course of providing services by telecommunication business operators and internet information service providers, and sets out detailed provisions concerning the collection and utilization of Personal Information.

On February 4, 2015, the CAC issued the Internet User Account Name Management Regulations, which defines “Internet User Account Name” as an account name registered or used in internet information services, including without limitation, blogs, micro-blogs, instant communication tools, forums and thread comments. In addition, according to the regulations, internet information service providers must prohibit their users from using any illegal or harmful information in their account name, avatar, profile or other registration information. On October 26, 2021, the CAC issued the Internet User Account Name Management Regulations (Draft for Solicitation of Comments), which stipulates that a internet user account service platform shall perform the responsibility of Internet user account name information management as a service platform, be equipped with management personnel and technical capabilities corresponding to its business scale, and establish a sound and strictly implement account names information management, authentic identity information verification, account professional qualification certification management, information content security, ecological governance, emergency response, personal information protection and credit evaluation management systems. If the Internet user account service platform provides account registration services to minors, the platform must obtain the consent of their guardians and verify the true identity information of the minors based on their resident ID numbers and verify the true identity information of their guardians. As of the date of this annual report, this regulation has not formally taken effect.

On November 7, 2016, the Standing Committee of the National People's Congress promulgated the Cyber Security Law, which became effective on June 1, 2017. In accordance with the Cyber Security Law, network operators must comply with applicable laws and regulations and fulfill their obligations to safeguard network security in conducting business and providing services. Network service providers must take technical and other necessary measures as required by Laws to safeguard the operation of networks, respond to network security effectively, prevent illegal and criminal activities, and maintain the integrity, confidentiality and usability of network data. In addition, network operators must not collect personal information irrelevant to their services. In addition, the Cyber Security Law provides that personal information and important data collected and generated by an operator of critical information infrastructure in the course of its operations in the PRC must be stored in the PRC. In the event of any unauthorized disclosure, damage or loss of collected personal information, network operators must take immediate remedial measures, notify the affected users and report the incidents to the relevant authorities in a timely manner.

The CAC issued the Children's Provisions, which took effect on October 1, 2019. According to the Children's Provisions, no organization or individual is allowed to produce, release or disseminate information that infringes upon the personal information security of children under 14. Network operators collecting, storing, using, transferring or disclosing children's personal information are required to enact special protections for this information.

The Announcement of Launching Special Crackdown Against Illegal Collection and Use of Personal Information by Apps was issued with effect on January 23, 2019, and commenced a coordinated effort among the CAC, the MIIT, the Ministry of Public Security and the SAMR to combat the illegal collection and use of personal information by mobile apps throughout the PRC. On October 31, 2019, the MIIT issued the Notice on the Special Rectification of Apps Infringing Users' Rights and Interests, pursuant to which app providers were required to promptly rectify issues the MIIT designated as infringing app users' rights such as collecting personal information in violation of PRC regulations and setting obstacles for user account deactivation. On July 22, 2020, MIIT issued the Notice on Carrying out Special Rectification Actions in Depth against the Infringement upon Users' Rights and Interests by Apps to rectify the following problems (i) illegal processing of personal information of users by the APP and the SDK; (ii) the conduct of setting up obstacles and frequently harassing users; (iii) cheating and misleading users; and (iv) inadequate implementation of application distribution platforms' responsibilities. On March 12, 2021, CAC, MIIT, MPS and SAMR jointly issued the Rules on the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications to further provides guidance of "essential personal information" for different types of mobile apps, with effect on May 1, 2021, pursuant to which mobile apps shall not deny user access to apps' basic functional services in case that the users want to opt to not provide non-essential personal information.

On October 21, 2019, the Supreme People's Court and the Supreme People's Procuratorate jointly issued the Fa Shi No. 15, which became effective on November 1, 2019. The Fa Shi No. 15 interpreted several issues concerning the application of law in handling criminal cases such as refusing to fulfil the obligation of managing the security of information networks, illegally using information networks and assisting in criminal activities committed through information networks, in accordance with the Criminal Law of the PRC and the Criminal Procedure Law of the PRC.

On October 29, 2021, the CAC has publicly solicited opinions on the Measures for the Security Assessment of Data Cross-border Transfer (Draft for Comments), which requires that any data processor providing important data collected and generated during operations within the territory of the PRC or personal information that should be subject to security assessment according to law to an overseas recipient shall conduct a security assessment. The Measures for the Security Assessment of Data Cross-border Transfer (Draft for Comments) provides five circumstances under any of which data processors shall, through the local cyberspace administration at the provincial level, apply to the national cyberspace administration for security assessment of data cross-border transfer. These circumstances include: (i) where the data to be transferred to an overseas recipient are personal information or important data collected and generated by operators of critical information infrastructure; (ii) where the data to be transferred to an overseas recipient contain important data; (iii) where a personal information processor that has processed personal information of more than one million people provides personal information overseas; (iv) where the personal information of more than 100,000 people or sensitive personal information of more than 10,000 people are transferred overseas accumulatively; or (v) other circumstances under which security assessment of data cross-border transfer is required as prescribed by the national cyberspace administration. As of the date of this annual report, the Measures for the Security Assessment of Data Cross-border Transfer (Draft for Comments) has not been formally adopted.

The Administrative Provisions on the Information Services Provided through Official Accounts of Internet Users, the Administrative Provisions on the Information Services Provided through Chat Groups on the Internet, the Administrative Provisions on Internet Follow-up Comment Services, and the Administrative Provisions on Internet Forum and Community Services each requires that providers of the aforesaid services shall, under the principle of requiring “mandatory registration of legal name of users and encouraged voluntary use of real name as screen name,” authenticate the identity of each of their registered users and take necessary measures to protect their users’ personal identity.

On March 6, 2020, the SAMR and Standardization Administration jointly issued the Standard of Information Security Technology—Personal Information Security Specification (GB/T 35273-2020), which took effect on October 1, 2020 and substitute the 2017 version. Pursuant to the standard, any entity or person who has the authority or right to determine the purposes for and methods of using or processing personal information are seen as a personal information controller. Such personal information controller is required to collect information in accordance with applicable laws, and except in certain specific events that are expressly exempted in the standard, prior to collecting such data, the information provider’s consent is required. The 2020 version of Personal Information Security Specification includes the following changes compared with the 2017 version: (i) adding new requirements to prevent excessive collection of personal data; (ii) adding new requirements concerning user profiling and personalized display; (iii) Adding new requirements concerning third-party plugins; (iv) adjusting requirements on organizational measures; and (v) adding new requirements concerning personal biometric data.

On May 28, 2020, the National People’s Congress issued the PRC Civil Code, which took effect on January 1, 2021. In accordance with the PRC Civil Code, natural person’s personal information shall be protected by law, and the processing of personal information shall be subject to the principle of legitimacy, rightfulness and necessity, with no excessive processing.

The PRC Data Security Law was released by the National People’s Congress Standing Committee on June 10, 2021 and became effective on September 1, 2021. The PRC Data Security Law stipulates the measures to support and promote data security and development, to establish and optimize the national data security management system, and to clarify organizations’ and individuals’ responsibilities in data security. According to the PRC Data Security Law, data processing activities shall be carried out in accordance with PRC laws and regulations, establishing and improving the data security management system of the whole process, organizing and carrying out data security education and training, and taking corresponding technical measures and other necessary measures to guarantee data security. Where data processing activities are carried out through the Internet and other information networks, the above-mentioned data security protection obligations shall be fulfilled on the basis of the hierarchical network security protection system. In carrying out data processing activities, risk monitoring shall be strengthened, and remedial measures shall be taken immediately when data security defects, loopholes and other risks are found. In the event of a data security incident, the processors of data shall take immediate measures to deal with it, inform the user in time and report to the competent authorities in accordance with relevant provisions. The processors of important data shall, in accordance with relevant provisions, carry out regular risk assessments of their data processing activities and submit risk assessment reports to the competent authorities. The PRC Data Security Law provides a national data security review system, under which data processing activities that affect or may affect national security shall be reviewed. Any organization or individual carrying out data processing activities that violates the PRC Data Security Law shall bear the corresponding civil, administrative or criminal liability depending on the specific circumstances.

On 14 November 2021, the CAC publicly solicited opinions on the Draft Data Security Regulations. According to the Draft Data Security Regulations, data processors shall, in accordance with relevant state provisions, apply for cyber security review when carrying out the following activities: (1) the merger, reorganization or separation of Internet platform operators that have acquired a large number of data resources related to national security, economic development or public interests, which affects or may affect national security; (2) data processors that handle the personal information of more than one million people intends to be listed abroad; (3) the data processor intends to be listed in Hong Kong, which affects or may affect national security; (4) other data processing activities that affect or may affect national security.

On December 28, 2021, the CAC, NDRC, MIIT and other ten PRC regulatory authorities jointly issued the Cybersecurity Review Measures, effective on February 15, 2022. The Cybersecurity Review Measures require that, (i) any procurement of network products and services by critical information infrastructure operators, which affects or may affect national security, or (ii) any data processing activities by network platform operators, which affects or may affect national security, including that any network platform operators which has personal information of more than one million users and is going to be listed abroad, shall be subject to cybersecurity review. Since the measures were recently promulgated, there exists uncertainties with respect to their interpretation and implementation.

On July 30, 2021, the State Council issued the Regulations for the Security Protection of Critical Information Infrastructure (the “CII Regulations”), which came into effect on 1 September 2021. Pursuant to the CII Regulations, “critical information infrastructures” refers to important network facilities and information systems of important industries and sectors such as public communications and information services, energy, transport, water conservation, finance, public services, e-government, and science and technology industry for national defense, as well as other important network facilities and information systems that may seriously endanger national security, national economy and citizen’s livelihood and public interests if they are damaged or suffer from malfunctions, or if any leakage of data in relation thereto occurs. Competent authorities as well as the supervision and administrative authorities of the above-mentioned important industries and sectors are responsible for the security protection of critical information infrastructures (the “Protection Authorities”). The Protection Authorities will establish the rules for the identification of critical information infrastructures based on the particular situations of the industry and report such rules to the public security department of the State Council for record. The following factors must be considered when establishing identification rules: (i) the importance of network facilities and information systems to the core businesses of the industry and the sector; (ii) the harm that may be brought by the damage, malfunction or data leakage of, the network facilities and information systems; and (iii) the associated impact on other industries and sectors. The Protection Authorities are responsible for organizing the identification of critical information infrastructures in their own industries and sectors in accordance with the identification rules, promptly notifying the operators of the identification results and reporting to the public security department of the State Council.

On July 22, 2020, the Ministry of Public Security issued the Guiding Opinions on Implementing the Multi-Level Protection System for Cybersecurity and the Security Protection System for Critical Information Infrastructure, which took effect on the same date. The work objectives of the above-mentioned Guiding Opinions include: (i) implementing the cybersecurity MLPS; (ii) establishing and implementing the critical information infrastructure security protection system; (iii) markedly increasing cybersecurity monitoring, early warning and emergency response capabilities; and (iv) creating a comprehensive cybersecurity protection and control system. Since the measures were recently promulgated, there exists uncertainties with respect to their interpretation and implementation.

The Personal Information Protection Law (the “PIPL”) was released by the National People’s Congress Standing Committee on August 20, 2021 and became effective on November 1, 2021. The PIPL stipulates the scope of personal information and the general principles of processing personal information, establishes rules for processing personal information, special rules for processing sensitive personal information and rules for the cross-border transfer of personal information abroad, as well as clarifies the individual’s rights and the processor’s obligations in the process of personal information. The PIPL applies to (i) the processing within the territory of the PRC of natural persons’ personal information; or (ii) the processing outside the territory of the PRC of personal information of natural persons within the PRC, provided that such information is processed (x) for the purpose of providing products or services to domestic natural persons, (y) to analyze or assess the conduct of domestic natural persons, or (z) under any other circumstances as prescribed by laws and administrative regulations. Failure to comply with the requirements of the PIPL may result in various legal liabilities including confiscation of unlawful income, a warning, a fine of up to RMB50 million or 5% of annual revenue, and suspension of related business activities, among others.

As we expand our operations internationally, we may be also subject to privacy laws and data security laws of other jurisdictions in which we operate, including the GDPR. The GDPR has applied directly in all European Union member states since May 25, 2018 and applies to the processing carried out by companies with an establishment in the European Economic Area, or EEA, and to the processing carried out by certain other companies which are not established in the EEA but offer goods or services to individuals located in the EEA or monitor the behavior of individuals located in the EEA. The GDPR implements stringent operational requirements for controllers and processors of personal data, including, for example, disclosures on how personal data is to be used, limitations on retention of personal data and implementation of appropriate safeguards for transfer of personal data out of the EEA (such requirements have been further strengthened following the ruling of the Court of Justice of the European Union issued on July 16, 2020, the so-called Schrems II ruling), cyber security requirements, mandatory data breach notification requirements and requirements for controllers to demonstrate that they have relied on a valid legal basis to carry out data processing activities. Failure to comply with European Union laws and other laws relating to the security of personal data may result in significant fines, such as those applicable under the GDPR which can amount up to EUR20,000,000 or up to 4% of the total worldwide annual turnover of the preceding financial year, if greater, and additional penalties pursuant to European Union member states’ laws may apply, including criminal liability.



In addition to existing privacy considerations at both the federal and state level in the United States, several states have recently enacted similarly comprehensive privacy laws. California enacted legislation affording consumers expanded privacy protections, including the CCPA, that went into effect as of January 1, 2020. For example, the CCPA gives California residents (including employees, though only in limited circumstances until January 1, 2023), expanded rights to transparency (e.g., detailed information about how personal information is collected, used, and shared), access to, and deletion of their personal information, and a right to opt out of the sharing of certain personal information. The California Attorney General issued implementing regulations that also provide additional detail regarding requirements for covered businesses. The CCPA provides for civil penalties for violations enforced by the California Attorney General, as well as a private right of action for certain data breaches that may increase data breach litigation and liability, in light of the potential for statutory damages. Additionally, a new privacy law, the CPRA was approved by California voters, and will take effect January 1, 2023. The CPRA significantly modifies the CCPA, and is set to sunset exemptions regarding employment-related and business-to-business related information, potentially resulting in further uncertainty and requiring us to incur additional costs and expenses in efforts to comply. The CPRA also invests enforcement power in a first-of-its-kind in the U.S. enforcement agency, the California Privacy Protection Agency, which provides for additional unknowns relating to costs and risks for potential legal liability. Several other states in the United States have either passed or are considering additional comprehensive state privacy laws, with Virginia, Colorado, and Utah already passing such laws.

### **Regulations on Online Games**

Pursuant to the Provisional Regulations for the Administration of Online Culture promulgated by the MOC in May 2003, and last revised in December 2017, online game operators are required to obtain an Internet Culture Operating License from relevant local departments of the MOC. On May 14, 2019, the General Office of the MOCT issued the Circular on Adjusting the Scope of Examination and Approval of Online Culture Business Permit and Further Regulating the Work Concerning Examination and Approval (the “MOCT Notice 81”), pursuant to which the MOCT is no longer responsible for the administration and supervision of online games and local counterparts of the MOCT may no longer approve Internet Culture Operating Licenses that involve online game operation via information networks (with or without distribution of virtual currency of online games) and virtual currency of online games trading operation via information networks. Internet Culture Operating Licenses that are already issued and only contain the above business scope will remain effective until their expiration. As of date of the annual report, no laws, regulations or official guidelines have been promulgated on whether the responsibility of MOCT for regulating online games will be undertaken by another governmental department.

On June 4, 2009, the MOC and MOFCOM jointly issued the Notice on Strengthening Administration on Online Game Virtual Currency (the “Online Game Virtual Currency Notice”). According to this notice, online game virtual currency should only be used to exchange virtual services provided by the issuing enterprise for a designated extent and time, and is strictly prohibited from being used to purchase tangible products or any service or product of another enterprise. In addition, the Online Game Virtual Currency Notice requires the issuing enterprise to give users 60 days prior notice and refund in the form of legal tender or other forms acceptable to users in case it plans to terminate the provision of its products or services.

The publication of online games also requires approval from SAPPRFT in accordance with the Rules for the Administration of Online Publishing Service. In March 2018, the Central Committee of the Communist Party of China issued the Plans for Deepening the Institutional Reform of the Party and State and the National People’s Congress issued the Institutional Reform Plan of the State Council (collectively, the “Institutional Reform Plans”). According to the Institutional Reform Plans, the SAPPRFT is reformed and became the NRTA, under the State Council and NPPA under the Propaganda Department of the Central Committee of the Communist Party of China, and the MOC is reformed and became the MOCT. Starting from March 2018, the SAPPRFT at the national level temporarily suspended its approval of online games, which was later resumed in December 2018. Since the first quarter of 2019, the NPPA has kept publishing the Online Game Approval Lists on its website.

In addition, in April 2007, GAPP and several other government authorities jointly promulgated the Notice Concerning the Protection of Minors' Physical and Mental Well-being and Implementation of Anti-addiction System on Online Games (the "Anti-Addiction Notice"), which confirms the real name verification scheme and anti-addiction system standard made by GAPP in previous years and requires online game operators to develop and test their anti-addiction systems from April 2007 to July 2007, after which no online games can be registered or operated without an anti-addiction system, in accordance with the Anti-Addiction Notice. On January 15, 2011, the MOC and several other government authorities jointly issued the Notice on Implementation Program of Online Game Monitoring System of the Guardians of Minors (the "Monitoring System Notice"), which requires online game operators to adopt certain measures to maintain an interactive system for the protection of minors. Through communication with online game operators, parents may monitor and restrict online game activities by minors, including restriction or suspension of playtime. On July 1, 2011, GAPP and several other government authorities jointly issued the Notice Regarding the Initiation of Work on the Online Games Real-Name Verification System to Prevent Online Gaming Addiction, which requires that online game operators be responsible for data registration and identification of online game users, and that online game operators shall duly submit user identification information for verification with the Ministry of Public Security's National Citizen Identity Information Center (the "NCIIC"), which will be in charge of real-name verification for the national anti-addiction system. In addition, online game operators must ensure that, via the NCIIC real-name verification, users with fraudulent identification data be enrolled in the operators' anti-addiction systems.

On July 25, 2014, the SAPPRFT issued the Notice Regarding the Implementation of the Anti-Addiction and Real-Name Verification System in Online Games, which requires online game operators to complete their real-name verification procedure for online games when applying for publication of online games. On August 30, 2018, the Implementation Scheme on Comprehensive Prevention and Control of Adolescent Myopia (the "Implementation Scheme") was issued jointly by eight PRC regulatory authorities at the national level, including the NPPA and the NRTA. The Implementation Scheme provides that as a part of the plan to prevent myopia among children, the NPPA will control the number of new online games, and take steps to restrict the amount of time children spend on playing online games. On October 25, 2019, the NPPA promulgated the Notice on Preventing Minors from Indulging in Online Games, according to which the length of minors' use of online games should be strictly controlled. It requires all online game users to register their identification information. The total length of time for minors to access online games must be limited on a daily basis. Every day from 22:00 to 8:00 the next day, online game companies are not permitted to provide game services to minors in any form. Game services provided to minors must not exceed three hours per day on public holidays and 1.5 hours on other days. In addition, online transactions are capped monthly at RMB200 or RMB400, depending on a minor's age. On August 30, 2021, the NPPA issued the Notice on Further Preventing Minors from Indulging in Online Games, which became effective on September 1, 2021. The Notice on Further Preventing Minors from Indulging in Online Games imposes stricter time limits for playing online games by minors and provides that online game operators may only provide online game services to minors on every Friday, Saturday, Sunday or PRC statutory holiday for one hour per day from 8:00 p.m. to 9:00 p.m. In addition, the Notice on Further Preventing Minors from Indulging in Online Games requires that all the online games must be connected to the real-name registration and game addiction prevention system of the NPPA, all the online game players must register or login in using authentic and valid identity information, and online game operators may not provide game services, in any manner (including in visitor experience mode), to any users who have not registered using their real names. On October 20, 2021, six PRC governmental authorities jointly issued the Notice on Strengthening the Management of Preventing Primary and Middle School Students from Indulging in Online Games, which further stipulates that online game companies shall fulfill the requirements for real-name registration. Real-name registration information submitted by online game users must be verified by the real-name verification system of the NPPA. Online game operators may only provide online game services to primary and middle school students on every Friday, Saturday, Sunday or PRC statutory holiday for one hour per day from 8:00 p.m. to 9:00 p.m.

On September 7, 2009, the Office of the Central Institutional Organization Commission issued the Notice on Interpretation of the Office of the Central Institutional Organization Commission on Several Provisions relating to Animation, Online Games and Comprehensive Law Enforcement in the Culture Market in the "Three Provisions" jointly promulgated by the MOC, the SARFT and the GAPP, or Circular 35. According to this Circular 35, GAPP shall be responsible for the examination and approval of online games made available on the internet, and once an online game is available on the internet, it shall be solely and completely administrated by the MOC. The circular further clarifies that the GAPP shall be responsible for the examination and approval of the game publications authorized by overseas copyright owners to be made available on the internet, and all other imported online games shall be examined and approved by the MOC. However, according to the MOCT Notice 81, the MOCT shall no longer be responsible for administration and supervision of online games and the local counterparts of the MOCT shall no longer approve or issue online culture business permits that involve business scope such as online game operation via information network. As of the date of the annual report, Circular 35 has not been repealed and is still effective. Given that the MOCT Notice 81 is relatively new and it is unclear how these three Provisions will be amended, we are unable to fully assess what impact, if any, these new requirements may have on our business.

On September 28, 2009, GAPP, the National Copyright Administration and the National Office of Combating Pornography and Illegal Publications jointly published the Notice Regarding the Consistent Implementation of the “Regulation on Three Provisions” of the State Council and the Relevant Interpretations of the State Commission Office for Public Sector Reform and the Further Strengthening of the Administration of Examination and Approval of Online Games and the Examination and Approval of Imported Online Games, or Circular 13. According to Circular 13, no entity should engage in the operation of online games without receiving an Internet Publishing License and the approval from GAPP. Circular 13 expressly prohibits foreign investors from participating in online game operating business via wholly owned, equity joint venture or cooperative joint venture investments in China, and from controlling and participating in these businesses directly or indirectly through contractual or technical support arrangements. Moreover, for online games that have been approved by GAPP, when the operational entity changes, or when new versions, expansion packs or new content is implemented, the operating entity shall once again undertake the same procedures for examination and approval by GAPP of the changed operating entity, new versions, expansion packs or new content. On May 24, 2016, SAPPRFT issued the Circular on the Administration over Mobile Game Publishing Services, or Circular 44, which came into effect on July 1, 2016, and provides that no mobile game shall be published and operated online without the approval of the SAPPRFT.

The Interim Measures for the Administration of Online Games (the “Online Games Measures”) were issued by the MOC in June 2010 and repealed on July 10, 2019. The Online Games Measures set forth certain requirements regarding online games, including requirements that game operators follow certain registration procedures, publicize information about the content and suitability of their games, prevent access by minors to inappropriate games, avoid certain types of content in games targeted at minors, avoid game content that compels players to kill other players, manage virtual currency in certain ways and register users with their real identities. Accordingly, the Notice on Implementing Interim Measures for the Administration of Online Games (the “Online Games Notice”), in which several provisions of the Online Games Measures are supplemented, has also been repealed. In addition, since June 2018, the MOCT at the national level has closed the post-filing recording online system, through which the domestic online games were filed according to the post-filing requirements under the Online Games Measures and the Online Game Notice. As of date of the annual report, no government authority has issued or promulgated any provisions to replace the above-mentioned regulations.

### **Regulations on Private Education**

The PRC Education Law (the “Education Law”), sets forth provisions relating to the fundamental education systems of the PRC, including a school system of pre-school education, primary education, secondary education and higher education, a system of nine-year compulsory education and a system of education certificates. The Education Law stipulates that the government formulates plans for the development of education, establishes and operates schools and other types of educational institutions, and in principle, enterprises, institutions, social organizations and individuals are encouraged to operate schools and other types of educational organizations in accordance with PRC Laws.

On December 28, 2002, the Standing Committee of the National People’s Congress, promulgated the Law for Promoting Private Education (the “Private Education Law”), which was last amended on December 29, 2018. Under the amended Private Education Law, sponsors of private schools may choose to establish non-profit or for-profit private schools at their own discretion and the establishment of the private schools shall be subject to approvals granted by relevant government authorities and registered with relevant registration authorities.

On April 7, 2021, the State Council published the amendment to the Regulations on the Implementation of the Law for Promoting Private Education of the PRC, or the Amended Implementation Rules, which became effective on September 1, 2021. The Amended Implementation Rules stipulate that online education activities using internet technology are encouraged by the regulatory authorities and shall comply with laws and regulations related to internet management. A private school using internet technology shall obtain the private school operating permit, as well as the internet operating permit. It shall also establish and implement internet security management systems and take technical security measures. Upon discovery of any information whose release or transmission is prohibited by applicable laws or regulations, the private school shall immediately cease the transmission of that information and take further remedial actions, such as deleting that information, to prevent it from spreading. Records pertaining to the situation shall be kept and reported to the appropriate authorities. The Amended Implementation Rules further stipulates that relevant government authorities shall enhance the supervision on the agreements entered into between non-profit private schools and its related party and shall review such transaction on an annual basis.

Uncertainties exist with respect to the interpretation and application of the existing and future Laws governing the online private education industry, as well as how the local government would promulgate implementing rules relating to the specific requirements applicable to online education service providers.

## **Regulations on After-school Tutoring and Educational Apps**

On February 13, 2018, the Ministry of Education, or the MOE, the Ministry of Civil Affairs, the Ministry of Human Resources and Social Security and the SAIC (currently known as the SAMR) jointly promulgated the Circular on Alleviating After-school Burden on Elementary and Secondary School Students and Implementing Inspections on After-school Training Institutions, or Circular 3. Pursuant to Circular 3, the above government authorities will carry out a series of inspections on after-school training institutions and order those with material potential safety risks to suspend business for self-inspection and rectification, and those without proper establishment licenses or school operating permits to apply for relevant qualifications and certificates under the guidance of competent government authorities. Moreover, after-school training institutions must file with the local education authorities and make public the classes, courses, target students, class hours and other information relating to their academic training courses (including primarily courses on Chinese and mathematics). After-school training institutions are prohibited from providing academic training services beyond the scope or above the level of school textbooks, or organizing any academic competitions or level tests for students of elementary or middle schools. In addition, elementary or middle schools may not reference a student's performance in the after-school training institutions as part of their admission criteria.

On August 6, 2018, the State Council issued the Opinion on the Regulation of the Development of After-school Training Institutions, or State Council Circular 80, which primarily regulates after-school training institutions targeting K-12 students. State Council Circular 80 reiterates prior guidance that after-school training institutions must obtain a private school operating permit, and further requires these institutions to meet certain minimum requirements. According to the circular, after-school training institutions are required to disclose and file relevant information regarding the institution, including their training content, schedule, targeted students and school timetable to the relevant education authority, and their training classes may not end later than 8:30 p.m. each day or otherwise conflict with the teaching time of local primary and secondary schools. In relation to online education service providers, State Council Circular 80 generally provides that regulatory authorities of networking, culture, information technology, radio and television industries shall cooperate with the education department in supervising online education within their relevant industry. On May 6, 2020, the General Office of the MOE promulgated the Notice on the Negative List of Advanced Trainings for Six Compulsory Education Subjects (for Trial Implementation), which, in accordance with the State Council Circular 80, prohibits after-school training institutions from providing advanced trainings that do not follow the formal school curricula to the students in primary school and secondary school, and further defined activities that will be regarded as advanced training in the subjects of Chinese, mathematics, English, physics, chemistry and biology.

On August 30, 2018, the MOE, SAMR and certain other government authorities issued the Implementation Scheme which requires, among others, that the schools shall (i) shall use electronic products based on the principle of necessity, shall not rely on electronic products for teaching and homework assignment and shall rather assign paper-based homework in principle, and the teaching time using electronic products shall account for, in principle, not more than 30% of the total teaching time, and (ii) shall strictly implement the learning and development guidelines for children aged 3-6, pay attention to the value of life and play for these children and shall not teach them primary-school-level lessons.

On November 20, 2018, the General Office of the MOE, the General Office of the SAMR and the General Office of the Ministry of Emergency Management of the PRC jointly issued the Notice on Improving the Specific Governance and Rectification Mechanisms of After-school Education Institutions, or Circular 10, which provides that provincial education departments shall be responsible for the filing of training institutions that use internet technology to provide online training for primary and middle school students. Provincial education departments shall regulate the online after-school training institutions based on the management policies governing offline afterschool training institutions. In addition, online after-school education institutions shall file the information of their courses, such as names, contents, target students, syllabi and schedules with the provincial education departments and shall publish the name, photo, class schedule and certificate number of the teacher qualification license of each teacher on their websites.

On December 25, 2018, the General Office of the MOE issued the Notice on Strictly Forbidding Harmful APP Entering Primary and Secondary Schools, which stipulates, among other things, that: (i) local primary schools, secondary schools and education departments, shall conduct comprehensive investigations on apps used on campus, and shall call off using any apps that contain harmful content such as commercial advertisements and internet games, or that increase the burden on students; and (ii) the filing and reviewing system of learning apps shall be established.

The Central Committee of the Communist Party and the State Council jointly issued the Opinions on the Further Reform of Education and Teaching and Comprehensive Improvement on the Compulsory Education Quality (the “Opinions”), which became effective on June 23, 2019. The Opinions stipulates, among other things, that: (i) the SAMR and its local counterparts shall be responsible for the registrations and filings of all after-school training institutions and shall supervise and govern their operational behaviors, such as advertising, fee collecting, and antitrust competitions etc.; and (ii) the integrated application of information technology and education shall be promoted, and the “education plus internet” operation model shall be encouraged, but in the meantime, the approval and supervision system for digital educational resource applied by schools shall be established.

The MOE, jointly with certain other PRC government authorities, promulgated the Implementation Opinions on Regulating Online After-School Training (the “Online After-School Training Opinions”), effective on July 12, 2019. The Online After-School Training Opinions are intended to regulate academic after-school training involving internet technology provided to students in primary and secondary schools. Among other things, the Online After-School Training Opinions requires that online afterschool training institutions file with the competent provincial education regulatory authorities and that the education regulatory authorities shall, jointly with other provincial government authorities, review the filings and the qualifications of the online after-school training institutions submitting these filings.

With respect to the filing requirements, the Online After-School Training Opinions provides, among other things: (i) an online after-school training institution shall file with the competent provincial education regulatory authorities at the place of its domicile after it has obtained the ICP license and the certificate and the grade evaluation report for the graded protection of cyber security; (ii) the online after-school training institutions shall file, among other things, (x) materials related to the institution itself, including information on their respective ICP licenses and other relevant licenses and the materials related to certain management systems regarding the protection of personal information and cyber security, (y) materials related to the training content, and (z) materials related to the training personnel; and (iii) the competent provincial education regulatory authorities shall promulgate local implementing rules on the filing requirements, focusing on training institutions, training content and training personnel. The Online After-School Training Opinions further provides that the competent provincial education regulatory authorities shall, jointly with other provincial government authorities, review the filings and the qualification of the online after-school training institutions submitting the filings.

Moreover, the MOE, jointly with certain other PRC government authorities, issued the Opinions on Guiding and Regulating the Orderly and Healthy Development of Educational Mobile Apps on August 10, 2019 (the “Opinions on Educational Apps”), which requires, among others, mobile apps that provide services for school teaching and management, student learning and student life, or home-school interactions, with school faculty, students or parents as the main users, and with education or learning as the main application scenarios (the “Educational Apps”), be filed with competent provincial regulatory authorities for education. The Opinions on Educational Apps also requires, among others, that: (i) before filing, the Educational App’s provider obtain the ICP license or complete the ICP filing and obtain the certificate and the grade evaluation report for graded protection of cybersecurity; (ii) Educational Apps whose main users are under the age of 18 must limit the use time, specify the range of suitable ages, and have strictly monitored content; (iii) before an Educational App is introduced as a mandatory app to students, the Educational App must be approved by the applicable school through its collective decision-making process and be filed with the competent education authority; and (iv) Educational Apps adopted by education authorities and schools as their uniformly used teaching or management tools shall not charge the students or parents any fee, and not offer any commercial advertisements or games. On November 11, 2019, MOE issued the Administrative Measures on Filing of Educational Mobile Apps. In 2020, the MOE established a public complaints channel with respect to educational apps. The educational apps provider or user may be complained due to a wide variety of matters, among other things, failure to complete the filing or obtain relevant permits, existence of internet illegal or improper information, collect or unreasonably use personal information in violation of relevant laws and regulations, violations of the requirements on educational apps used by primary and secondary schools, violations of the Online After-school Training Opinions. The MOE sets a scoring system with respect to such complaints. Each educational app provider shall have 12 points during a period of 12 months. If serious complaints were to occur and substantiated by relevant government authority, corresponding penalty points will be recorded and such educational app provider may be required to rectify relevant noncompliance. In the event that 12 penalty points are recorded within a period of 12 months or the most serious compliant were to occur, filings of relevant educational apps may be revoked, relevant educational apps may be removed from apps store, educational apps provider may be blacklisted and made public and the involved provider may be prohibited to submit filings of educational apps within 6 months.

On September 19, 2019, the MOE, jointly with certain other PRC government authorities, issued the Guidance Opinions on Promoting the Healthy Development of Online Education, which provides, among other things, that: (i) social forces are encouraged to establish online education institutions, develop online education resources, and provide high quality education services; and (ii) an online education negative list shall be promulgated and industries not included in the negative list are open for all types of entities to enter into.

On June 10, 2020, the General Office of MOE and the General Office of SAMR promulgated the Notice on Issuing the Form of Service Contract for After-school Training Provided to Primary and Secondary School Students, which requires the local competent regulatory authorities to guide the relevant parties to use the form of service contract for after-school training activities provided to primary and secondary school students. The form of service contract covers the obligations and rights of parties involved in the after-school training, including detailed provisions on training fees, refund arrangement and default liabilities.

On August 17, 2020, the MOE and certain other PRC government authorities jointly promulgated the Opinion on Further Strengthening and Regulating the Management of Educational Fees (the “Education Fees Opinions”), pursuant to which all fees collected by private schools shall be paid into the school’s bank account filed with the education authority, be unifiedly managed, and mainly used for educational and teaching activities, improving the operational conditions, protection of teachers’ and staffs’ treatment and allocating development fund according to relevant laws and regulations.

On October 16, 2020, the General Office of the MOE and the General Office of the SAMR jointly promulgated the Notice on the Centralized Rectification of After-school Tutoring Institutions’ Illegal Acts of Infringing Consumers’ Rights by Using Unfair Standard Terms. The Notice stipulates that local education and market regulation authorities shall increase the efforts for the investigation of after-school tutoring institutions’ illegal acts which infringes consumers’ rights by using unfair standard terms/ to exempt them from their own responsibility, increase consumers’ liability and exclude consumers’ legal rights.

The Law of the PRC on the Protection of Minors (“Minors Protection Law”) issued by the National People’s Congress Standing Committee on September 4, 1991 was recently amended on October 17, 2020, which took effect on June 1, 2021. According to the amended Minors Protection Law, kindergartens and after-school training agencies may not carry out primary school curriculum education for the preschool-aged minors, and online education products and services which are targeted at minors shall not include any links to online games or push any advertisements and other information irrelevant to teaching.

On July 24, 2021, the General Office of State Council and the General Office of Central Committee of the Communist Party of China jointly promulgated the Opinions on Further Alleviating the Burden of Homework and After-School Tutoring for Students in Compulsory Education, or the Alleviating Burden Opinion, which provides that, among other things, (i) local government authorities shall no longer approve new after-school tutoring institutions providing tutoring services on academic subjects for students in compulsory education, and the existing after-school tutoring institutions providing tutoring services on academic subjects shall be registered as non-profit; (ii) online after-school tutoring institutions that have filed with the local education administration authorities providing tutoring services on academic subjects shall be subject to review and re-approval procedures by competent government authorities, and any failure to obtain such approval will result in the cancellation of its previous filing and ICP license; (iii) academic AST institutions are prohibited from raising funds by listing on stock markets or conducting any capitalization activities and listed companies are prohibited from investing in academic AST institutions through capital markets fund raising activities, or acquiring assets of academic AST institutions by paying cash or issuing securities; and (iv) foreign capital is prohibited from controlling or participating in any academic AST institutions through mergers and acquisitions, entrusted operation, joining franchise or variable interest entities. Any violation of the foregoing shall be rectified. Moreover, the Alleviating Burden Opinion specifies a series of operating requirements that after-school tutoring institutions must meet regarding the course time, advertisements, tuition fees, etc.

On September 7, 2021, the MOE published on its official website that the MOE, together with two other government authorities, issued a circular requiring all academic AST institutions to complete registration as non-profit by the end of 2021, and all academic AST institutions shall, before completing such registration, suspend enrollment of students and charging fees.

On September 18, 2021 the MOE further published on its official website that the General Office of MOE, together with five other government authorities, issued a circular requiring all online after-school tutoring institutions that have filed with the local education administration authorities providing tutoring services on academic subjects to obtain the private school operating permit by the end of 2021, and all online after-school tutoring institutions shall, before obtain such permit, suspend enrollment of students and charging fees.

On October, 2021, the MOE jointly with certain other PRC government authorities, promulgated the Notice on Strengthening the Supervision of After-School Tutoring Institutions Pre-collection of Fees, which requires the pre-collection of fees by academic AST institutions and non-academic AST institutions be supervised. Local governments will establish bank custodians or risk reserves to mitigate the related risks suitable for their own jurisdictions.

On March 3, 2022, the MOE jointly with SAMR and NDRC promulgated the Notice on Regulating Non-Academic After-school Training Institutions, which provide that, among others, (i) non-academic after-school tutoring institutions shall have the corresponding qualifications and their staffs shall have the corresponding certificates for their profession; (ii) non-academic after-school tutoring institutions shall ensure that training contents and training methods are suitable for the students' age, mental and physical characteristics and cognitive level. The notice also specifies a series of operating requirements that non-academic after-school tutoring institutions must meet regarding the course content, course time, advertisements, tuition fees, contract form and premise, etc.

### **Regulations on E-commerce**

The E-Commerce Law of the PRC, which was promulgated on August 31, 2018 and became effective on January 1, 2019, set out detailed obligations for operators of e-commerce businesses and e-commerce platforms and guidelines in terms of contract performance and dispute resolutions in relation to e-commerce. Pursuant to this law, e-commerce operators shall, for example: (i) present unbiased search results and general product recommendations that are not based on a potential customer's particular purchase history and personal profile in addition to tailored product recommendations and services; and (ii) not cite any provision of a form contract or any other means to invalidate an agreement with a customer after it has received payment from that customer. In addition, e-commerce platform operators shall: (i) report information such as identity and tax information of third-party vendors to relevant authorities; (ii) make platform service agreement or web-links thereto prominently displayed and accessible on its homepage; (iii) be jointly liable in the event that the platform operator fails to take necessary measures when it has or should have the knowledge that any vendor using its platform has infringed consumers' rights; and (iv) be jointly liable for any damage or threat to a customer's personal health and wellbeing caused by the products sold on its platform if a platform operator fails to examine the qualifications of its vendor using its platform or fails to protect its customers' safety in respect of goods or services that may affect a customer's health. We are subject to this new law as both an e-commerce business operator and e-commerce platform operator. Failure to comply with this law could subject us to civil liabilities or administrative penalties.

The PRC Consumer Protection Law, as amended on October 25, 2013, sets out the obligations of business operators and the rights and interests of consumers. Pursuant to this law, business operators must guarantee that the commodities they sell satisfy the requirements for personal or property safety, provide consumers with authentic information about the commodities, and guarantee the quality, function, usage and term of the validity of commodities. The amendment in 2013 further strengthens the protection of consumers and imposes more stringent requirements and obligations on business operators, especially on the businesses operating through the internet. For example, consumers are entitled to return the goods (except for certain specified goods) within seven days upon receipt without any reasons when they purchase the goods from business operators via the internet. When a consumer purchases products (including cosmetics and food) or accepts services via an online trading platform and his/her interests are prejudiced, if the online trading platform provider fails to provide the name, address and valid contact information of the seller, the manufacturer or the service provider, the consumer is entitled to demand compensation from the online trading platform provider. Failure to comply with this law may subject business operators to civil liabilities such as refunding purchase prices, replacement of commodities, repairing or ceasing damages, compensation, and restoring the reputation, and could subject business operators or the responsible individuals to criminal penalties when personal damages are involved or if the circumstances are severe.

On January 26, 2014, SAIC issued the Administrative Measures for Online Trading (the "Online Trading Measures"), which replaced its previous Interim Measures for the Administration of Online Commodities Transaction and Relevant Services. The Online Trading Measures aim to regulate online commodity trading and relevant services, setting standards for online commodity trading operators and relevant services providers, including third-party trading platform operators, concerning qualifications, after-sale services, terms of use, user privacy protection, data preservation, compliance with applicable laws in respect of intellectual property rights protection and unfair competition. In order to further regulate online transaction activities, on March 15, 2021, SAMR issued the Online Trading Supervision and Management Measures ("Online Trading Supervision Measures"), which became effective on May 1, 2021 and replace the Online Trading Measures. The Online Trading Supervision Measures shall apply to the business activities of selling commodities or providing services in social networking, internet live streaming or other information network activities and it further regulates the operations of online trading.

On January 5, 2015, SAIC issued the Measures for the Punishment of Conduct Infringing the Rights and Interests of Consumers (the “Consumer Conduct Measures”), which was amended on October 23, 2020 and became effective on the same date. According to these measures, business operators are prohibited from a wide range of activities that would infringe upon the rights and interests of consumers, including but not limited to collecting and using information related to consumers without their consent, illegally providing third parties with this information in any form, or sending promotional message to consumers despite their express refusal. On January 6, 2017, SAIC issued the Interim Measures for Return of Online Purchases within seven Days without Reason (the “Online Return Measures”), which was amended on October 23, 2020 and became effective on the same date. According to these measures, any consumer goods purchased online could be returned without any reason, if in good condition and are returned within seven days of receipt with signature from the consumers, except for customized products, fresh or live products, perishable goods, digital products, newspapers, periodicals and the goods confirmed to be exempted from the Online Return Measures by consumers at the time of purchase. On November 21, 2019, the SAMR issued the Interim Provisions on Administration of Consumer Product Recalls, which became effective on January 1, 2020. The provisions clarify the recall obligations and responsibilities of both the producers of consumer goods and the operators selling, leasing, or repairing consumer goods. Defects are defined in the provisions as unreasonable danger found commonly in the same batch, model number or type of consumer goods due to design, manufacturing, or labeling etc., which compromises personal safety and property safety. According to the provisions, manufacturers are accountable for the safety of consumer goods manufactured by them, and, where there are defects, the manufacturer must recall the goods.

The Food Safety Law of the PRC, promulgated on February 28, 2009 and effective on June 1, 2009, was amended on April 29, 2021 with effect from the same date. This amendment provides that the sale of pre-packaged food only is not subject to a permit but needs to file a record with the competent authority. On October 11, 2019, the State Council revised and adopted the Implementing Regulation for the Food Safety Law of the PRC, which became effective on December 1, 2019. The regulation underscores tougher supervision, requiring governments above county levels to establish a uniform and authoritative supervision mechanism to enhance supervisory capabilities. The regulation clarifies the primary responsibilities of producers and business operators in food safety, specifies the duties of major corporate leaders, regulates the storage and transportation of food products, bans false promotion of food products, and improves the management of special foods. Under the regulation, legal persons, persons in charge, managers who are directly in charge and individuals who are directly responsible will be fined if the entity they worked for was found to be intentionally committing an illegal act. However, it currently remains unclear if food distributed through the recently established cross-border e-commerce industry is required to comply with all the requirements set forth in the new Food Safety Law of the PRC and its implementing regulation.

### **Regulations on Online Advertising**

According to the Regulations for the Administration of Advertising promulgated by the State Council, which took effect on December 1, 1987, websites engaged in advertising must apply for a business license to conduct such business.

On February 9, 2012, SAIC and several other government authorities jointly issued the Rules on Review of Advertisement Release by Public Media, which, among other things, states that public media (including internet information service providers) shall have advertisement reviewers, who must participate in and pass trainings in relation to advertisement laws, regulations and business, after which, the reviewers should perform tasks including reviewing advertisements to be released and managing advertisement review archives.

On April 24, 2015, the Standing Committee of the National People’s Congress enacted the Advertising Law of the PRC (the “New Advertising Law”), and last amended on April 29, 2021. The New Advertising Law, which was a major overhaul of an advertising law enacted in 1994, increases the potential legal liability of advertising services providers, and includes provisions intended to strengthen identification of false advertising and the power of regulatory authorities. The New Advertising Law forbids the usage of certain words or phrases in advertisements, such as “national,” “supreme,” or “best” and provides a more detailed definition of “false advertisement.” The New Advertising Law also forbids sending advertisements to residences, vehicles, fixed or mobile telephones or personal email addresses if the advertisement is not invited or the receiver of the advertisement has rejected the advertising.



On July 4, 2016, SAIC promulgated the Provisional Measures of Internet Advertising Management, which took effect on September 1, 2016. According to these measures: (i) an internet advertisement should be identifiable and clearly labeled as “advertisement”; (ii) paid search advertisements should be clearly distinguished from natural search results; (iii) advertisements published in the form of pop-up or other forms should be clearly marked with a “Close” sign to ensure “Single Click to Close”; and (iv) no entity or individual may induce users to click on the contents of an advertisement through deception, or attach advertisements in any form to an e-mail without user’s permission.

The SAMR has recently organized the revision of the Provisional Measures of Internet Advertising Management, renamed the Provisional Measures of Internet Advertising Management as the Measures for Internet Advertising Management, and drafted the Measures for Internet Advertising Management (Draft for Public Comment), which was promulgated on November 26, 2021. The main revisions of the draft include: (i) in view of the new developments in the field of internet advertising, the draft includes commercial advertisements and cross-border e-commerce advertisements that directly or indirectly promote goods or services through online live-streaming and other means into the adjustment scope of the Measures, and further strengthens the regulation for the “one-click closing” of pop-up advertisements, product placement and other fields; (ii) the draft removes the relevant provisions on programmed purchase and strengthens the responsibilities of relevant entities and persons. For example, the draft adds special provisions for advertisements containing links, pre-school and primary and secondary school education advertisements, strengthens the responsibilities of Internet platform operators, further refines the provisions on the responsibilities of advertisers, Internet advertising operators, Internet advertising publishers and Internet information service providers, as well as clarifies the obligations of Internet platform operators to cooperate in advertising monitoring, assist in supervision and provide statistical data. As of the date of the filing of this annual report, the draft had not been formally adopted and is not in effect.

### **Regulations on Online Music**

On November 20, 2006, the Ministry of Culture issued the Several Opinions of the Ministry of Culture 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 service provider must obtain an Online Culture Operating Permit.

In 2010 and 2011, the MOC 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 in 2011, which clarified 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 be removed prior to July 31, 2015, and (ii) the National Copyright Protection Center investigate and punish online music services providers who continue to transmit unauthorized music products following July 31, 2015. 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 culture operating entities shall report through a nationwide administrative platform: (i) its content administration system, department, staffing, job responsibilities, monitoring process and specifications etc., to its local provincial cultural administrative department; and (ii) the details of its self-monitoring activities to the Ministry of Culture on a quarterly basis.

### **Regulations on Internet Live Streaming Services**

On November 4, 2016, the CAC issued Administrative Provisions on Internet Live-Streaming Services, which became effective on December 1, 2016. Under the regulation, “internet live streaming” refers to the activities of continuously releasing real-time information to the public based on the internet in forms such as video, audio, images and texts, and “internet live-streaming service providers” refers to the operators that provide internet live-streaming platform services. In addition, the internet live-streaming service providers shall take various measures when operating its services, such as examining and verifying the authenticity of the identification information and file this information for record.

On September 14, 2020, the MOCT issued the Notice on Deepening Reform of “Streamline Administration, Delegating Power and Improving Services” to Promote Prosperity and Development of the Performance Market, which took effect on the same date. Under this Notice, those who provide real time live artistic performance to the public through the internet for the purpose of making profits, shall go through the formalities of application for approval in accordance with the Regulations for the Administration of Commercial Performances and other relevant provisions, and the online communication services shall be provided by internet cultural units with network culture operation license.

According to the Guiding Opinions on Strengthening the Standardised Management of Network Live Broadcasting issued by CAC, National Office of Combating Pornography and Illegal Publications, MIIT, the Ministry of Public Security, MOCT, SAMR and NRTA on February 9, 2021, live streaming platforms that carry out business-oriented online performance activities must hold the internet cultural business license and carry out ICP filing; live streaming platforms that carry out network audio-visual program services must hold the AVSP (or complete the registration in the national network audio-visual platform information registration management system) and carry out ICP filing; live streaming platforms that carry internet news information service must hold internet news information service license. Live streaming platforms shall file with local cyberspace administration office in a timely manner, and shall cancel its filing immediately after it ceases to provide live streaming services. In addition, the Opinions also cover several other aspects, including urging the implementation of the subject responsibilities of platforms and anchors, regulating the code of conduct of users, ensuring correct guidance and content safety, and strengthening the protection of minors.

On December 2, 2016, the MOC issued the Administrative Measures for Business Activities Relating to Online Performance, which took effect on January 1, 2017. Under the Measures, an online performance business operator engaging in business operations of online performance shall obtain a Permit for Cyber Culture Business Operations, the business scope of which shall specify that online performance is included. An online performance business operator shall assume the primary responsibility for the business operations of online performance carried out thereby and shall, in accordance with the requirements of relevant laws, develop sound administrative rules for content examination, appoint examiners that meet the needs of self-examination and have obtained corresponding qualifications, and establish technical regulatory measures that meet the needs of content management.

On August 30, 2021, the MOCT issued the Online Performance Brokerage Agencies Measures, which took effect on the same date. Pursuant to the Measures, in order to engage in performance brokerage activities, an online performance brokerage agency shall legally obtain a commercial performance permit. An online performance business entity shall assume the primary responsibilities for its online performance business activities and verify the qualifications of online performance brokerage agencies on the platform. In addition, any online performance brokerage agency that has been engaging in online performance brokerage activities before the implementation of the Measures may obtain the business qualification within the buffer period of 18 months after the implementation of the Measures.

On July 12, 2017, the CAC issued a Notice on Development of the Filing Work for Enterprises Providing Internet Live Streaming, which provides that all the companies providing internet live streaming services shall file with the local authority from July 15, 2017, otherwise the CAC or its local counterparts may impose administrative sanctions on such companies.

Pursuant to the Circular on Tightening the Administration of Internet Live Streaming Services jointly issued by the MIIT, the MOCT, and several other government agencies on August 1, 2018, live streaming services providers are required to file with the local public security authority within 30 days after it commences the service online.

The Law of the PRC on the Protection of Minors, or the Minors Protection Law, issued by the National People’s Congress Standing Committee on September 4, 1991, was recently amended on October 17, 2020 and took effect on June 1, 2021. Under the amended Minors Protection Law, online product and service providers shall avoid providing content for minors that might induce obsession by minors. Online product and service providers such as providers of online games, online broadcasts, online audio/video or online social networks shall set up appropriate functions such as the management of time, authority and spending of minors using their services.

In November 2020, NRTA issued the Notice on Strengthening the Administration of Online Show Live and E-commerce Live Streaming, which set forth registration requirements for platforms providing online show live streaming or e-commerce live streaming to have their information and business operations registered by November 30, 2020. The Notice made it clear that live streaming platforms should implement real-name management systems. Live streaming platforms should manage the contents of live studios and the corresponding hosts with labels by categories such as “music”, “dance”, “singing”, “fitness”, “games”, “travel”, “food” and “life services”. Live streaming platforms should set up business-level rating systems for live studios and hosts, refine program quality ratings and the rating systems if there are violations, and the recommendations or promotions for live studios and hosts shall be associated with such ratings.

On April 23, 2021, the CAC and several other government authorities jointly issued the Administrative Measures for Online Live-streaming Marketing (for Trial Implementation), which became effective on May 25, 2021. The Measures stipulate the corresponding responsibilities and obligations of entities and persons who engage in online live-streaming marketing activities such as live-streaming marketing platforms, live-streaming room operators, live-streaming marketing personnel and service agencies for live-streaming marketing personnel, and specify the bottom-line rules that such entities and persons shall abide by when engaging in online live-streaming marketing activities, including the rules on key links for the management of live-streaming rooms. Pursuant to the Measures, live-streaming room operators and live-streaming marketing personnel shall do a good job in real-time management of interactive content such as voice and video connectivity, comments and bullet screens in accordance with the platform service agreement, and shall not deceive or mislead users by deleting or blocking relevant adverse comments or other means. In particular, the Measures stipulate that if the live-streaming contents constitute commercial advertisements, relevant duties and obligations of advertisement publishers or advertising agents under the Advertisement Law shall be performed.

On March 25, 2022, the CAC, the STA, and the SAMR jointly issued the Opinions on Further Regulating Profit-Making Activities of Online Live Streaming to Promote Healthy Development of the Industry (the “Live Streaming Profit-Making Regulating Opinions”), which became effective on the same date. The Live Streaming Profit-Making Regulating Opinions further regulate profit-making activities of online live streaming in the following four aspects: (i) further implementing the primary responsibility of management of online live streaming platforms, covering the management of online live streaming account registration, the classification and management of online live streaming accounts, and cooperation with law enforcement activities; (ii) regulating online live streaming marketing practices, including actively creating a fair competition environment for online live-streaming services and protecting the lawful rights of businesses and consumers; (iii) regulating tax administration and promoting tax compliance; and (iv) strengthening information sharing among regulatory authorities such as cyberspace authorities, tax authorities and market regulation authorities and enhancing joint rewards and punishments system. Under the Live Streaming Profit-Making Regulating Opinions, online live streaming platforms shall semiannually report information such as the personal identity, live streaming account, online nickname, receiving account, income type and profitability status of the online live streaming publishers who engage in profitable online live streaming activities to competent cyberspace authorities and tax authorities in the places where the platforms are located.

#### **Regulations on Anti-Unfair Competition and Anti-Monopoly Matters**

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

The PRC Anti-monopoly Law, which took effect on August 1, 2008, prohibits monopolistic conduct such as entering into monopoly agreements, abusing market dominance and concentration of undertakings that may have the effect of eliminating or restricting competition. On February 7, 2021, the Anti-monopoly Commission of the State Council promulgated the Guidelines to Anti-Monopoly in the Field of Internet Platforms, or the Anti-Monopoly Guidelines, which took effect on the same date and will operate as a compliance guidance for platform economy operators under the existing PRC anti-monopoly laws and regulations. The Anti-Monopoly Guidelines mainly covers five aspects, including general provisions, monopoly agreements, abusing market dominance, concentration of undertakings, and abusing of administrative powers eliminating or restricting competition.

On October 23, 2021, the Standing Committee of the National People's Congress issued a draft amendment to the Anti-Monopoly Law for public comments, which proposes to amend the penalties for illegal concentration of business operators to include the discontinuation of concentration, disposal of the shares or assets within a specified time limit, transfer of the business within a specified time limit and the adoption of other necessary measures to return to the state prior to the concentration, and a fine of no more than ten percent of its prior year's sales revenue if the concentration of the business operators has or may have an effect of eliminating or restricting competitions; or a fine of up to RMB5 million if the concentration of business operators does not have an effect of eliminating or restricting competitions." The draft also proposes the relevant authority to investigate transactions where there is evidence that the concentration has or may have the effect of eliminating or restricting competitions, even if such concentration does not reach the filing threshold.

On August 17, 2021, the SAMR issued the Draft Provisions on Preventing Unfair Online Competition for public comment, which mainly regulates the production and operation activities of business operators through the Internet and other information networks, and specifically stipulates the general norms of online competition, prohibits the use of technical means to impede, interfere or conduct other unfair competition behaviors and prohibits the use of technical means to conduct other online unfair competition behaviors. As of the date of the filing of this annual report, the Draft Provisions on Preventing Unfair Online Competition has not been formally adopted, and due to the lack of further clarification, there are still uncertainties regarding the interpretation and implementation of the Draft Provisions on Preventing Unfair Online Competition.

### **Regulations on Payment and Finance Services**

On June 14, 2010, the PBOC issued the Measures for the Administration of Non-financial Institutions Engaging in Payment and Settlement Services (the "PBOC Measures"), which was amended on April 29, 2020 and became effective on the same date. The PBOC Measures requires that non-financial institutions engaging in the payment business before September 1, 2010 obtain a permit, the Payment Service Permit, from the PBOC by August 31, 2011 to continue operating their business. On December 1, 2010, the PBOC issued the Implementation Rules for the Measures for the Administration of Non-financial Institutions Engaging in Payment and Settlement Services (last amended on July 20, 2021), which further elaborates on the application qualification, material and procedure for the Payment Service Permit and further measures aiming at protecting the rights and interests of clients, including prominent disclosure of service rates, prior notice to clients before any modification can be made to the service rates or payment service agreement between a payment service provider and its clients. On December 28, 2015, the PBOC issued the Administrative Measures for Internet Payment Services of Non-banking Payment Institutions, which became effective on July 1, 2016, and requires that non-banking payment institutions implement the real-name verification system for payment accounts and take effective measures to verify the personal information of clients. The measures also require that if non-banking payment institutions engage in transferring money between payment accounts and bank accounts, all of these accounts shall be owned by the same client. On January 13, 2017, the PBOC issued the Notice of the PBOC on Matters concerning Implementing the Centralized Deposit of the Funds of Pending Payments of Clients of Payment Institutions, which requires that, from April 17, 2017, a payment institution shall deposit a certain percentage of the funds from its clients, pending payment from such clients, in a special deposit account with a designated financial institution where no interest on the percentage of funds shall accrue.

On January 19, 2021, the PBOC issued the Measures for Deposit and Management of Customer Reserve Funds by Non-bank Payment Institutions, or the Measures for Customer Reserve Funds, which became effective on March 1, 2021. The Measures for Customer Reserve Funds define "Clients' Reserves" as funds actually received by non-bank payment institutions when processing payments for clients and payable upon clients' order, which shall be fully deposited by the non-bank payment institutions into a dedicated deposit account held in the custody of banking institutions. The Measures for Customer Reserve Funds standardize the centralized deposit and management business of customer's reserves after centralized deposit of reserves, further refine the provisions on deposit, use and transfer of reserves, clarify the corresponding reserve management responsibilities of the PBOC and its branches, clearing institutions and reserve banks, set punishment standards for violations of customer's reserves and promote the healthy development of the industry health development. A six-month transitional period shall be set up following the implementation of the Measures for Customer Reserve Funds.

On July 20, 2021, the PBOC issued the Measures for the Administration of Reporting of Major Events by Non-bank Payment Institutions, which became effective on September 1, 2021. Under the Measures, “major events” refers to major business operation matters that shall be reported in advance in accordance with the laws and regulations and the rules of the PBOC, as well as matters that may have major impact on the business operation status of payment institutions (including branches), rights and interests of financial consumers, and financial and social stability, and shall be reported ex post. The Measures further specify the scope of major events that shall be reported in advance and the reporting procedures for major events. Pursuant to the Measures, a payment institution shall maintain communication with branches of the PBOC, and actively cooperate with the PBOC and its branches in effectively monitoring, preventing and resolving risks. A branch of the PBOC where an incorporated payment institution is located shall be the primary regulator for the reporting of major events by the payment institution.

On July 18, 2015, PBOC, MIIT, Ministry of Public Security, MOF, SAIC, Legislative Affairs Office of the State Council, CBRC, the CSRC, China Insurance Regulatory Commission and the CAC jointly issued the Guiding Opinions on Promoting the Healthy Development of Internet Finance, which was imperative in encouraging innovation, and support the steady development of internet finance. According to the above-mentioned Guiding Opinions, internet enterprises would be supported to set up internet payment institutions, online lending platforms, equity crowd-funding platforms and online financial product sales platforms in compliance with the law, and a multi-level financial services system that serves the real economy would be established to better meet the investment and financing needs of medium, small and micro-sized enterprises and individuals, and further expand the breadth, and increase the depth, of inclusive finance. According to the above-mentioned Guiding Opinions, e-commerce enterprises would be encouraged to build and improve their own online financial services systems under the premise of compliance with financial laws and regulations, and effectively expand the supply chain operations of e-commerce enterprises.

On September 15, 2020, PBOC issued the Implementing Measures for Protection of Financial Consumers’ Rights and Interests, which took effect on November 1, 2020. Under the implementing measures, when explaining important contents and disclosing risks to financial consumers, banks and payment institutions shall, in accordance with laws, regulations and regulatory provisions, keep the relevant materials for at least three years from the date of termination of the business relationship.

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

The PRC has adopted comprehensive legislation governing intellectual property rights, including patents, trademarks, copyrights and domain names.

#### ***Patent***

According to the Patent Law of the PRC (Revised in 2008) promulgated by the Standing Committee of the National People’s Congress, and its Implementation Rules (Revised in 2010) promulgated by the State Council, the National Intellectual Property Administration of China is responsible for administering patent affairs in the PRC. The patent administration departments of provincial or autonomous regions or municipal governments are responsible for administering patent affairs within their respective jurisdictions. The Patent Law of the PRC and its implementation rules provide for three types of patents, “invention”, “utility model” and “design.” The Chinese patent system adopts a first-to-file rule, which means that where more than one person files a patent application for the same invention, the patent will be granted to the person who files the application first. To be patentable, invention or utility models must meet three criteria: novelty, inventiveness and practicability.

The Patent Law of the PRC was further amended by the Standing Committee of the National People’s Congress in October, 2020 and became effective on June 1, 2021, pursuant to which invention patents are valid for twenty years, while design patents are valid for fifteen years and utility model patents are valid for ten years, commencing from the date of application. Where a patent right for invention is granted after three years from the date of request for substantial examination of a patent for invention and after four years from the filing date, the patent administrative department under the State Council shall grant compensation for the duration of the patent right due to any unreasonable delay in grant of patent rights at the request of the applicant, except for any unreasonable delay caused by the applicant. In addition, the Law of the Patent PRC (Revised in 2020) provides criterial for compensation amount for intentional patent infringement, i.e. one to five times of actual loss suffered by the rights holder due to the infringement or the gains obtained by the infringer from the infringement, and the extension of the limitation of action for patent infringement to three years. To align with the amended Patent Law, the National Intellectual Property Administration of China is in the process of revising the implementation rules of the Patent Law.

### ***Trademark***

According to the Trademark Law of the PRC promulgated by the Standing Committee of the National People's Congress in August 1982 and recently amended in April 2019, and its Implementation Regulation promulgated in August 2002 and amended in April 2014 by the State Council, the period of validity for a registered trademark is ten years, commencing from the date of registration. The registrant must go through the formalities for renewal within twelve months prior to the expiry date of the trademark if continued use is intended. Where the registrant fails to do so, a grace period of six months may be granted. The validity period for each renewal of registration is ten years, commencing from the day immediately after the expiry of the preceding period of validity for the trademark. In the absence of a renewal upon expiry, the registered trademark will be cancelled. The Trademark Law and its Implementation Regulation also stipulate rules regarding trademark infringement and compensation. Industrial and commercial administrative authorities have the authority to investigate any alleged infringement of the exclusive right under a registered trademark. If there is a suspected criminal offense, the case shall be timely referred to and decided by a judicial authority.

### ***Copyright***

The Standing Committee of National People's Congress adopted the Copyright Law of the PRC in 1990 and amended it in 2001, 2010 and 2020, respectively. The latest amended Copyright Law became effective on June 1, 2021, according to which relevant provisions on copyright protection in cyberspace have been further improved, including, for example, the scope of "broadcasting right" and the scenarios in which sound recording producers can receive remunerations have been expanded, and the description of "cinematographic works or works created using methods similar to film making" are revised as "audio-visual works". In addition, the latest amendment raises the maximum amount of statutory damages for copyright infringement while setting a minimum limit.

In order to further implement the Copyright Law of the PRC, the Regulations of the PRC for the Implementation of Copyright Law was promulgated by the State Council on September 15, 2002 and last amended on January 30, 2013.

Pursuant to the Copyright Law and its implementation rules, creators of protected works enjoy personal and property rights, including, among others, the right of disseminating the works through information networks. In addition, the Regulations for the Protection of Information Network Transmission Right promulgated by the State Council on May 18, 2006, and amended on January 30, 2013, specify the rules on a safe harbor for use of copyrights and copyright management technology.

In order to further implement the Regulations for the Protection of Computer Software promulgated by the State Council on December 20, 2001 and last amended on January 30, 2013, the State Copyright Bureau issued the Registration of Computer Software Copyright Procedures on February 20, 2002, which applies to software copyright registration, license contract registration and transfer contract registration.

### ***Domain name***

Domain names are protected under the Administrative Measures on the Internet Domain Names promulgated by the MIIT on August 24, 2017. The MIIT is the major regulatory body responsible for the administration of the PRC internet domain names. The registration of domain names adopts a first-to-file rule. On November 27, 2017, the MIIT promulgated the Notice of the MIIT on Regulating the Use of Domain Names in Providing Internet-based Information Services, which became effective on January 1, 2018. Pursuant to the notice, the domain name used by an internet-based information service provider in providing internet-based information services must be registered and owned by such provider in accordance with the law. If the internet-based information service provider is an entity, the domain name registrant must be the entity (or any of the entity's shareholders), or the entity's principal or senior manager.

### **Regulations Relating to Overseas Listing**

On 6 July 2021, the General Office of the CPC Central Committee and the General Office of the State Council jointly promulgated the Opinions on Strictly Cracking Down on Illegal Securities Activities, which call for the enhanced administration and supervision of overseas-listed China-based companies, propose to revise the relevant regulation governing the overseas issuance and listing of shares by such companies and clarified the responsibilities of competent domestic industry regulators and government authorities.

On December 24, 2021, CSRC issued the draft Administrative Provisions of the State Council on Overseas Issuance and Listing of Securities by Domestic Enterprises (the “Draft Administrative Provisions”) and the draft Administrative Measures for the Record-Filings of Overseas Issuance and Listing of Securities by Domestic Enterprises (the “Draft Filing Measures”) for public comment. The Draft Administrative Provisions clarify the responsibilities of the CSRC to supervise the activities of “overseas issuance and listing of securities by domestic enterprises” and that overseas issuance and listing of domestic enterprises shall be subject to filing procedures with the CSRC, as well as regulatory requirements for the overseas issuance and listing of domestic enterprises. The Draft Filing Measures, as a supporting rule to the Draft Administrative Provisions, detail the main procedures of record-filing management of domestic enterprises’ overseas issuance and listing. Pursuant to the Draft Administrative Provisions, domestic enterprises seeking overseas listing or issuance of securities directly or indirectly will both be required to go through filing procedures and report relevant information to the securities regulatory authority under the State Council. A “direct” issuance and listing of securities by a domestic enterprise refers to overseas issuance of securities or overseas securities listing for trading by a company limited by shares incorporated in the PRC. An “indirect” issuance and listing of securities by a domestic enterprise refers to that, enterprises whose main business activities are in the PRC in the name of overseas enterprises issuing securities overseas or listing overseas based on the equity, assets, income or other similar rights and interests of domestic enterprises. Domestic enterprises seeking an overseas listing or issuance of securities should operate in compliance with laws and regulations on foreign investment, state-owned asset management, industry supervision, and overseas investment. On April 2, 2022, CSRC issued the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (Draft for Comments) (the “Draft Confidentiality and Archives Administration Provisions”) for public comment, according to which a domestic company that seeks to offer and list its securities in an overseas market shall strictly abide by applicable PRC laws and regulations, 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. The “domestic company” may refer to either one of the following entities: a domestic joint-stock company listed in an overseas market via direct offering, or a domestic operational entity of a company listed in an overseas market via indirect offering. The Draft Administrative Provisions, the Draft Filing Measures and the Draft Confidentiality and Archives Administration Provisions have not been adopted and it remains unclear whether the formal version to be adopted in the future will have any further material changes, or how such provisions and measures will be enacted, interpreted or implemented.

### **C. Organizational Structure**

Our organizational structure is set forth above under Item 4.B. “Business Overview—Our Organizational Structure.”

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

Our principal executive offices are currently located at NetEase Building, No. 599 Wangshang Road, Binjiang District, Hangzhou, People’s Republic of China 310052. In addition, as of December 31, 2021, we have leased office, warehouse and store facilities with an aggregate of approximately 582,208 square meters of space at properties mainly in Shanghai, Guangzhou and Hangzhou.

We own and occupy several office building and research and development centers in Hangzhou and Guangzhou, China with a total floor area of approximately 304,000 and 237,000 square meters, respectively, where our online game and innovative businesses and other services developers, as well as their related sales, marketing, technology, management and administrative functions are located. We also own and occupy an office building in Beijing with an aggregate total estimated floor area of 95,000 square meters, where our advertising services and Youdao are located.

We are in the process of constructing several new office buildings, primarily located in Shanghai. As of December 31, 2021, we had incurred construction in progress costs of RMB653.2 million (US\$102.5 million) for these new office buildings, which primarily comprise costs for building construction.

We continue to assess our needs with respect to office space and may, in the future, vacate or add additional facilities. We believe that our current facilities and those under construction will be adequate for our needs in the immediate and foreseeable future.

As of December 31, 2021, we owned approximately 130,000 network servers co-located mainly in the facilities of China Telecom’s affiliates, China Unicom’s affiliates and China Mobile’s affiliates for which we paid server and bandwidth service fees, and we leased dedicated lines mainly from various affiliates of China Telecom, China Unicom and China Mobile pursuant to short term contracts. Our server and bandwidth service fees were approximately RMB1,675.5 million (US\$262.9 million) for the year ended December 31, 2021.

#### **Item 4A. Unresolved Staff Comments**

Not applicable.

#### **Item 5. Operating and Financial Review and Prospects**

*The following discussion of our financial condition and results of operations is based upon and should be read in conjunction with our consolidated financial statements and their related notes included in this annual report. This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Exchange Act, including, without limitation, statements regarding our expectations, beliefs, intentions or future strategies that are signified by the words “expect,” “anticipate,” “intend,” “believe,” or similar language. All forward-looking statements included in this annual report are based on information available to us on the date hereof, and we assume no obligation to update any such forward-looking statements. In evaluating our business, you should carefully consider the information provided under Item 3.D. “Risk Factors.” Actual results could differ materially from those projected in the forward-looking statements. We caution you that our businesses and financial performance are subject to substantial risks and uncertainties.*

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

##### **OVERVIEW**

We have a successful online game business, developing and operating a rich portfolio of highly popular titles. Leveraging on our user insights and execution expertise, we have also incubated and developed in-house a pipeline of successful businesses, including our intelligent learning platform, Youdao, online music platform, NetEase Cloud Music, and other innovative businesses, ranging from private label e-commerce to internet media and e-mail services, among others.

We generated net revenues of RMB59,241.1 million, RMB73,667.1 million and RMB87,606.0 million (US\$13,747.3 million) in 2019, 2020 and 2021, respectively. Our net income from continuing operations was RMB13,468.6 million, RMB12,330.2 million and RMB16,976.2 million (US\$2,663.9 million) in 2019, 2020 and 2021, respectively.

##### **OUR CORPORATE STRUCTURE**

Our company was incorporated in the Cayman Islands. NetEase, Inc. conducts its business in China through its subsidiaries and VIEs. Under current Chinese regulations, there are restrictions and prohibitions on foreign investment in Chinese companies providing, among other things, value-added telecommunications services, internet cultural services and internet publication services, which include the provision of online game, online education and other internet content and services. In addition, the operation by foreign or foreign-invested companies of advertising businesses in China is subject to government approval. In order to comply with these restrictions and other Chinese rules and regulations, NetEase, Inc. and certain of its subsidiaries have entered into a series of contractual arrangements for the provision of such services with certain affiliated companies, including Guangzhou NetEase, Hangzhou Leihuo, Youdao Computer, Shanghai EaseNet, Hangzhou Yuedu and certain other affiliated companies. These affiliated companies are considered “variable interest entities” for accounting purposes, and are referred to collectively in this annual report as “VIEs.” These contractual arrangements allow us to exercise effective control over the VIEs and their subsidiaries. The VIEs hold ICP licenses and other regulated licenses in which foreign investment is restricted or prohibited and operate our Internet businesses and other businesses. The revenue earned by the VIEs largely flows through to NetEase, Inc. and its subsidiaries pursuant to such contractual arrangements. Based on these agreements, NetEase Hangzhou, Boguan and certain other affiliated companies provide technical consulting and related services to the VIEs. In addition, Guangzhou NetEase has a wholly-owned subsidiary, Wangyibao (the operator of our NetEase Pay online payment platform). Please also see Item 4.B. “Business Overview—Our Organizational Structure.”



As of December 31, 2021, the total assets of all the consolidated VIEs of our company were RMB20.7 billion (US\$3.2 billion), mainly comprising cash and cash equivalents, restricted cash, accounts receivable, prepayments and other current assets, net, amounts due from group companies, short-term investments, long-term investments and other long-term assets, net. As of December 31, 2021, the total liabilities of the consolidated VIEs were RMB18.7 billion (US\$2.9 billion), mainly comprising accounts payable, deferred revenue, amounts due to group companies and accrued liabilities and other payables.

We believe that our present operations are structured to comply with the relevant Chinese laws. However, many Chinese regulations are subject to extensive interpretive powers of governmental agencies and commissions. We cannot be certain that the Chinese government will not take action to prohibit or restrict our business activities. Future changes in Chinese government policies affecting the provision of information services, including the provision of online games, online education, online music, live streaming, internet access, online advertising and online payment services, may impose additional regulatory requirements on us or our service providers or otherwise harm our business. Please see Item 3.D. “Risk Factors—Risks Related to Our Corporate Structure.”

## **BASIS OF CONSOLIDATION**

Our consolidated financial statements include the financial statements of our subsidiaries and the VIEs for which we are the primary beneficiary with the ownership interests of minority shareholders reported as noncontrolling interests. All significant transactions and balances among our company, our subsidiaries and the VIEs have been eliminated upon consolidation. We consolidate a VIE if we have the power to direct matters that most significantly impact the activities of the VIE, and have the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

## **FACTORS AFFECTING OUR RESULTS OF OPERATIONS**

### *Our ability to continue to deliver original and compelling content and service offerings and effectively operate our existing products*

We take pride in being an original content provider. Our continued success in producing and delivering original and compelling content and services to our users largely depends on our ability to stay abreast of users’ evolving needs and preferences and dynamics in the digital content and service industries. We seek to identify trend-setting content and services while striving to maintain the longevity and vitality of our existing products by effectively leveraging our rich operational know-how. In particular, as we generate a substantial amount of revenues from our online game services, our ability to successfully update and expand our existing game franchises and maintain a pipeline of new games across diversified genres and geographic regions will affect our future revenue and financial results.

### *Our ability to grow our user base and drive user engagement and loyalty*

We have built a massive and highly engaged user base across our business segments. We generate a substantial part of our revenues through sales of in-game virtual items and play time, merchandise sales, music streaming, advertising services and tuition fees for online courses. Our ability to generate these revenues is affected by the size of our user base and the level of their engagement. Our ability to continue to grow our user base and engagement is driven by various factors, including our ability to offer diverse, attractive and relevant content and services, deliver differentiated and superior user experiences, improve the community features on our platforms and enhance our brand reputation.

### *Our ability to continue to develop proprietary technologies and apply them meaningfully*

We have demonstrated capabilities in developing proprietary technologies and applying technology to enhance our products and services and improve our user experience, which is a critical competitive advantage of ours and a key factor that affects our operations and financial results. We have successfully developed industry-leading proprietary game, AI, big data and other technologies and integrate these technologies into our products and services, and we will continue to significantly invest in developing and upgrading our technology with a focus on optimizing our products and services and delivering a superior and differentiated user experience.

*Our ability to manage our costs and expenses effectively across all business segments*

Our results of operations are affected by our ability to effectively control our costs and expenses across all of our business segments. We incur revenue sharing costs, including fees shared with distribution channel providers, game developers and other third parties related to mobile games, course instructors related to Youdao's services, music labels and other copyright and content partners related to Cloud Music's services and others in connection with our other innovative businesses, which may increase in absolute amounts in the near term as we continue to scale up our operations across our business segments. We may also incur higher content costs in the near term as we continue to expand our product and service offerings to cater to the evolving user needs. Our ability to continue to manage and control our cost of revenues, including revenue sharing costs and content costs, while maintaining the high-quality and attractiveness of our products and services will have a significant impact on our business, financial condition and results of operations.

We have incurred substantial R&D expenses as we developed more products and improved our content offerings and technologies to deliver high quality services and value to our users. We strongly believe that R&D must be guided by the principles of commercial viability and applicability, and we plan to continue making purpose-driven investment in technologies. We have also been able to maintain our sales and marketing expenses as a relatively low percentage of our net revenues due to our strong brand reputation. Our ability to sell and market our products and services cost-effectively depends on our ability to continue to leverage our existing brand value, grow and monetize our user bases, and improve our sales and marketing efficiency.

*Our ability to make successful strategic investments and acquisitions*

We have made, and intend to make, strategic investments and acquisitions. Our investment and acquisition strategy is focused on strengthening our content development and R&D capabilities, creating strategic synergies across our businesses, and enhancing our overall value. Our strategic investments and acquisitions may affect our future financial results, including our margins and net income. In addition, some of our acquisitions and investments may not be successful. We have recorded net investment losses in equity method investees and impairment provisions related to certain equity investments in the past and may incur net investment losses or impairment provisions in the future.

**KEY COMPONENTS OF RESULTS OF OPERATIONS****Revenues**

The following table sets forth our revenue by segment for the periods indicated.

	For the year ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US\$
	(in thousands)			
<b>Net revenues:</b>				
Online game services	46,422,640	54,608,717	62,806,453	9,855,703
Youdao	1,304,883	3,167,515	5,354,357	840,215
Cloud Music	2,318,390	4,895,731	6,997,622	1,098,080
Innovative businesses and others	9,195,232	10,995,170	12,447,594	1,953,299
Total net revenues	<u>59,241,145</u>	<u>73,667,133</u>	<u>87,606,026</u>	<u>13,747,297</u>

We generate our revenues from the provision of online game services, Youdao, Cloud Music and other innovative businesses and others. No customer individually accounted for greater than 10% of our total revenues for the years ended December 31, 2019, 2020 and 2021.

### *Online Game Services*

We generate our mobile game revenues primarily from the sale of in-game virtual items, including avatars, skills, privileges or other in-game consumables, features or functionality, within the games. We distribute our mobile games through partnerships with major Android- and iOS-based app stores as well as proprietary distribution channels, such as our mobile apps and websites. Users have a variety of payment options for in-game virtual items, including using prepaid points or by making online payments through app stores and other online payment channels. Our mobile game portfolio now consists of over 100 diverse games, and we expect to continue introducing new mobile games each year for the foreseeable future, which we believe will contribute to future growth in net revenues from online game services.

We generate revenue from our PC games mainly through sales of prepaid points. Customers can purchase prepaid points on our NetEase online platforms through debit or credit cards or online payment platforms through which players can directly credit points to their accounts. Customers also can purchase virtual or physical point cards through our third-party retailers. Customers can use the points to play our PC games, either to pay for playing time or to purchase virtual items within the games, and use our other fee-based services.

### *Youdao*

Youdao's revenue consists of three parts: learning services, smart devices and online marketing services. We currently generate the majority of the revenues for Youdao's learning services from its online courses in the form of the tuition fees received from students. In order to comply with applicable PRC regulatory requirements adopted by the PRC government in the second half of 2021, Youdao has disposed of its Academic AST Business, which historically contributed a significant portion of the learning services revenues. In 2019, 2020 and 2021, Youdao's Academic AST Business contributed RMB97.5 million, RMB640.7 million and RMB1,338.6 million (US\$210.1 million), which accounted for approximately 7.5%, 20.2% and 25.0% of Youdao's total revenues for those periods, respectively, and 0.2%, 0.9% and 1.5% of our total net revenues for those periods, respectively. We also generate revenues from sales of smart devices. We generate revenues from Youdao's online marketing services through the provision of different formats of advertisements.

### *Cloud Music*

Cloud Music's revenue is primarily generated from (i) online music services through the sales of membership subscriptions in various content and service packages and (ii) social entertainment services and others mainly through the sale of virtual items.

### *Innovative Businesses and Others*

We derive our innovative businesses and others revenues primarily from e-commerce, video streaming, advertising services, premium e-mail and other value-added services.

### *Seasonality of Revenues*

Historically, usage of our online games has generally increased around the Chinese holidays, particularly the winter and summer school holidays. Revenues from certain of our innovative businesses and others, including advertising services, have followed the same general seasonal trend throughout each year, with the first quarter of the year being the weakest quarter due to the Chinese New Year holiday and the traditional close of customers' annual budgets, and the fourth quarter as the strongest. Our Youdao platform tends to experience strong sales of its smart devices during the period leading up to commencement of school terms in September and in connection with various e-commerce promotions in November and December. Our e-commerce business revenues are relatively lower during the Chinese New Year holiday season in the first quarter of each year, while sales in the fourth quarter are higher than each of the preceding three quarters due to a variety of promotional activities conducted by retail and e-commerce businesses in China.

## Cost of Revenues

The following table sets forth our cost of revenues by segment for the periods indicated:

	For the year ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US\$
	(in thousands)			
<b>Cost of revenues:</b>				
Online game services	(16,974,234)	(19,847,846)	(22,101,116)	(3,468,147)
Youdao	(934,261)	(1,713,229)	(2,448,146)	(384,168)
Cloud Music	(3,375,104)	(5,491,066)	(6,854,948)	(1,075,691)
Innovative businesses and others	(6,402,246)	(7,631,590)	(9,231,015)	(1,448,547)
Total cost of revenues	<u>(27,685,845)</u>	<u>(34,683,731)</u>	<u>(40,635,225)</u>	<u>(6,376,553)</u>

### *Online Game Services*

Cost of revenues for our online game services consists primarily of revenue sharing costs paid to distribution channel providers and game developers, staff costs, royalties and consultancy fees related to our licensed games, server and bandwidth service fees, service fees related to online payments, depreciation and amortization of computers and software and other direct costs of providing these services.

### *Youdao*

Our cost of revenues of Youdao consists primarily of revenue sharing costs paid to Youdao's course instructors, teaching assistants and course development personnel, payment channel fees, costs of course materials, costs relating to the sales of smart devices and traffic acquisition costs.

### *Cloud Music*

Our cost of revenues of Cloud Music consists primarily of content licensing fees paid to music labels, independent artists and other copy right partners, revenue sharing fees paid to live streaming performers and their agencies, advertising service related costs, music and entertainment event related costs, depreciation of property, plant and equipment, professional fees, employee benefit expenses and payment channel fees.

### *Innovative Businesses and Others*

Cost of revenues related to our innovative businesses and others segment consists primarily of content costs, cost of merchandise sold in our e-commerce business and revenue sharing costs with broadcasters. We pay content fees to third-party partners, newspaper and magazine publishers for the right to use proprietary content developed and licensed by them, such as headline news and articles.

## Operating Expenses

The following table sets forth the principal components of our operating expenses for the periods indicated:

	For the year ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US\$
	(in thousands)			
<b>Operating expenses:</b>				
Selling and marketing expenses	(6,221,127)	(10,703,788)	(12,214,191)	(1,916,673)
General and administrative expenses	(3,130,298)	(3,371,827)	(4,263,549)	(669,044)
Research and development expenses	(8,413,224)	(10,369,382)	(14,075,991)	(2,208,830)
Total operating expenses	<u>(17,764,649)</u>	<u>(24,444,997)</u>	<u>(30,553,731)</u>	<u>(4,794,547)</u>

Operating expenses include selling and marketing expenses, general and administrative expenses and research and development expenses.

#### *Selling and Marketing Expenses*

Selling and marketing expenses consist primarily of salary and welfare expenses, shipping and handling costs, compensation costs for our sales and marketing staff, and marketing and advertising expenses payable to third-party vendors, internet companies and agents.

#### *General and Administrative Expenses*

General and administrative expenses consist primarily of salary and welfare expenses, compensation costs for our general administrative and management staff, office rental, legal, professional and consultancy fees, bad debt expenses, recruiting expenses/expected credit loss, travel expenses and depreciation charges.

#### *Research and Development Expenses*

Research and development expenses consist principally of salary and welfare expenses and compensation costs for our research and development professionals.

### **Share-Based Compensation Cost**

The following table sets forth the allocation of our share-based compensation costs for the periods indicated:

	For the year ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US\$
	(in thousands)			
Share-based compensation cost included in:				
Cost of revenues	758,810	794,855	833,389	130,777
Selling and marketing expenses	84,920	102,300	118,611	18,613
General and administrative expenses	797,120	929,013	1,105,547	173,484
Research and development expenses	763,239	837,321	983,945	154,402
Total	<u>2,404,089</u>	<u>2,663,489</u>	<u>3,041,492</u>	<u>477,276</u>

#### *NetEase 2009 and 2019 Restricted Share Unit Plans*

In October 2019, we adopted our 2019 Restricted Share Unit Plan, or the 2019 RSU Plan, for our employees, directors and consultants. We have reserved 322,458,300 ordinary shares for issuance under this plan. The 2019 RSU Plan was adopted by a resolution of the board of directors and became effective on October 15, 2019 for a term of ten years unless sooner terminated.

In November 2009, we adopted our 2009 Restricted Share Unit Plan, or the 2009 RSU Plan, for our employees, directors and consultants. We reserved 323,694,050 ordinary shares for issuance under this plan. The 2009 RSU Plan expired on November 16, 2019 in accordance with its terms.

For the years ended December 31, 2019, 2020 and 2021, we recorded share-based compensation cost of approximately RMB2,404.1 million, RMB2,663.5 million and RMB3,041.5 million (US\$477.3 million), respectively, for awards granted under the 2009 RSU Plan and 2019 RSU Plan, as well as the other share incentive plans discussed as below. This cost has been allocated to (i) cost of revenues, (ii) selling and marketing expenses, (iii) general and administrative expenses, and (iv) research and development expenses, depending on the responsibilities of the relevant employees.

As of December 31, 2021, total unrecognized compensation cost related to unvested awards granted under the 2009 RSU Plan and 2019 RSU Plan, adjusted for estimated forfeitures, was RMB2,655.6 million (US\$416.7 million), which is expected to be recognized through the remaining vesting period of each grant. As of December 31, 2021, the weighted average remaining vesting period was 2.21 years.

#### *Other Share Incentive Plans*

Beginning in 2014, certain of our subsidiaries granted options exercisable for ordinary shares to certain of our employees. The options expire four to ten years from the date of grant and either vest or have a vesting commencement date upon certain conditions being met. The awards can become 100% vested on the vesting commencement date, or vest in three, four or five substantially equal annual installments with the first installment vesting on the vesting commencement date. For the years ended December 31, 2019, 2020 and 2021, we recorded RMB56.2 million, RMB117.7 million and RMB528.2 million (US\$82.9 million), respectively in compensation expenses for the share options granted under these plans. But for certain share options granted with vesting conditions outside our control, no expenses will be recorded until the occurrence of the vesting conditions when we determine that it is probable that the vesting conditions will be satisfied.

As of December 31, 2021, there were RMB28.1 million (US\$4.4 million) in unrecognized share-based compensation expenses related to such share options for which the service conditions were met and are expected to be recognized when the vesting conditions are achieved.

#### **Income Taxes**

##### *Cayman Islands*

Under the current laws of the Cayman Islands, we and our intermediate holding companies which are incorporated in the Cayman Islands, are not subject to tax on income or capital gain. Additionally, upon payments of dividends by us to our shareholders or by our intermediate holding companies in the Cayman Islands to us, no Cayman Islands withholding tax will be imposed.

##### *British Virgin Islands (“BVI”)*

Our subsidiaries in the BVI are exempted from income tax on its foreign-derived income in the BVI. There are no withholding taxes in the BVI.

##### *Hong Kong*

Our subsidiaries in Hong Kong were subject to income tax on their taxable income generated from operations in Hong Kong at a rate of 16.5%. For the years 2019, 2020 and 2021, the first HK\$2 million of profits earned by one of our subsidiaries incorporated in Hong Kong is taxed at a rate of 8.25%, while the remaining profits will continue to be taxed at the 16.5% tax rate. The payments of dividends by these companies to us are not subject to any Hong Kong withholding tax.

##### *China*

The PRC Enterprise Income Tax Law subjects Foreign Invested Enterprises (“FIEs”) and domestic companies to EIT at a uniform rate of 25%, and preferential tax treatments may be granted to FIEs or domestic companies which conduct businesses in certain encouraged sectors and to entities otherwise classified as HNTEs, “Software Enterprises” or “Key Software Enterprises.”

Boguan, NetEase Hangzhou and certain of our other PRC subsidiaries and affiliated entities were qualified as HNTEs and enjoyed a preferential tax rate of 15% for 2019, 2020 and 2021. In 2019 and 2020, Boguan, NetEase Hangzhou and certain of our other PRC subsidiaries and affiliated entities were each also qualified as a Key Software Enterprise and enjoyed a further reduced preferential tax rate of 10% for 2018 and 2019. The related tax benefit was recorded in 2019 and 2020, respectively. In 2021, none of our PRC subsidiaries were qualified as Key Software Enterprises for 2020.

The foregoing preferential income tax rates, however, are subject to periodic review and renewal by PRC authorities.

#### **Sales Tax**

Pursuant to the Provisional Regulation of the PRC on Value Added Tax, or VAT, and its implementation rules, or Provisional VAT Regulation, our PRC subsidiaries and the VIEs are generally subject to VAT at a rate of 6% for revenues earned from rendering services. Our sales of general goods to our customers in the PRC are also subject to VAT, which was 16% from May 1, 2018 to April 1, 2019 and 13% thereafter.

**RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS**

Please refer to Item 18 of Part III, “Financial Statements—Note 2(bb)—Recently adopted accounting pronouncements” and “—Note 2(cc)—Recently issued accounting pronouncements not yet adopted.”

**RESULTS OF OPERATIONS**

The following table sets forth a summary of our audited consolidated statements of operations for the periods indicated both in Renminbi and as a percentage of total revenues. In September 2019, we sold our Kaola e-commerce business to Alibaba. As a result, Kaola has been deconsolidated and Kaola’s historical financial results are reflected in our audited consolidated financial statements as discontinued operations accordingly. Unless otherwise stated, financial results discussed herein refer to our continuing operations.

	For the year ended December 31,						
	2019		2020		2021		
	RMB	%	RMB	%	RMB	US\$	
	(in thousands)						
<b>Statement of Operations and Comprehensive</b>							
<b>Income Data:</b>							
Net revenues:	59,241,145	100.0	73,667,133	100.0	87,606,026	13,747,297	100
Cost of revenues:	(27,685,845)	(46.7)	(34,683,731)	(47.1)	(40,635,225)	(6,376,553)	(46.4)
Gross profit	31,555,300	53.3	38,983,402	52.9	46,970,801	7,370,744	53.6
Operating expenses:							
Selling and marketing expenses	(6,221,127)	(10.5)	(10,703,788)	(14.5)	(12,214,191)	(1,916,673)	(13.9)
General and administrative expenses	(3,130,298)	(5.3)	(3,371,827)	(4.6)	(4,263,549)	(669,044)	(4.9)
Research and development expenses	(8,413,224)	(14.2)	(10,369,382)	(14.1)	(14,075,991)	(2,208,830)	(16.0)
Total operating expenses	(17,764,649)	(30.0)	(24,444,997)	(33.2)	(30,553,731)	(4,794,547)	(34.8)
Operating profit	13,790,651	23.3	14,538,405	19.7	16,417,070	2,576,197	18.8
Other income/(expenses)							
Investment income, net	1,306,320	2.2	1,610,045	2.2	2,947,721	462,562	3.4
Interest income, net	821,774	1.4	1,598,618	2.2	1,519,714	238,476	1.7
Exchange gains / (losses), net	25,166	—	(3,112,152)	(4.2)	(490,481)	(76,967)	(0.6)
Other, net	439,422	0.7	737,168	1.0	710,435	111,482	0.8
Income before tax	16,383,333	27.6	15,372,084	20.9	21,104,459	3,311,750	24.1
Income tax	(2,914,726)	(4.9)	(3,041,849)	(4.1)	(4,128,269)	(647,815)	(4.7)
Net income from continuing operations	13,468,607	22.7	12,330,235	16.8	16,976,190	2,663,935	19.4
Net income from discontinued operations	7,962,519	13.4	—	—	—	—	—
Net income	21,431,126	36.1	12,330,235	16.8	16,976,190	2,663,935	19.4
Accretion and deemed dividends in connection with repurchase of redeemable noncontrolling interests	(271,543)	(0.5)	(787,029)	(1.1)	(536,981)	(84,265)	(0.6)
Net loss attributable to noncontrolling interests and redeemable noncontrolling interests	77,933	0.1	519,548	0.7	417,633	65,536	0.4
Net income attributable to NetEase, Inc.’s shareholders	21,237,516	35.7	12,062,754	16.4	16,856,842	2,645,206	19.2
Share-based compensation cost included in:							
Cost of revenues	758,810	1.3	794,855	1.1	833,389	130,777	1.0
Selling and marketing expenses	84,920	0.1	102,300	0.1	118,611	18,613	0.1
General and administrative expenses	797,120	1.3	929,013	1.3	1,105,547	173,484	1.3
Research and development expenses	763,239	1.3	837,321	1.1	983,945	154,402	1.1

**Year Ended December 31, 2021 Compared to Year Ended December 31, 2020**

We have organized our operations into following segments: online game services, Youdao, Cloud Music and innovative businesses and others. These segments reflect the way we evaluate, view and run our business operations. The following table sets forth the net revenues and cost of revenues by segment for the period presented as derived from our audited financial statements.

	For the year ended December 31,		
	2020 RMB	2021 RMB (in thousands)	2021 US\$
<b>Net revenues:</b>			
Online game services	54,608,717	62,806,453	9,855,703
Youdao	3,167,515	5,354,357	840,215
Cloud Music	4,895,731	6,997,622	1,098,080
Innovative businesses and others	10,995,170	12,447,594	1,953,299
<b>Total net revenues</b>	<b>73,667,133</b>	<b>87,606,026</b>	<b>13,747,297</b>
<b>Cost of revenues:</b>			
Online game services	(19,847,846)	(22,101,116)	(3,468,147)
Youdao	(1,713,229)	(2,448,146)	(384,168)
Cloud Music	(5,491,066)	(6,854,948)	(1,075,691)
Innovative businesses and others	(7,631,590)	(9,231,015)	(1,448,547)
<b>Total cost of revenues</b>	<b>(34,683,731)</b>	<b>(40,635,225)</b>	<b>(6,376,553)</b>

**Net revenues**

Total net revenues increased by 18.9% to RMB87,606.0 million (US\$13,747.3 million) in 2021 from RMB73,667.1 million in 2020. Net revenues from online game services, Youdao, Cloud Music and innovative businesses and others constituted 71.7%, 6.1%, 8.0% and 14.2%, respectively, of our total net revenues in 2021, compared with 74.1%, 4.3%, 6.6% and 15.0%, respectively, in 2020.

*Online Game Services*

Net revenues from online game services increased by 15.0% to RMB62,806.5 million (US\$9,855.7 million) in 2021 from RMB54,608.7 million in 2020. The increase was principally attributable to the strong performance of mobile games such as *Fantasy Westward Journey* mobile games and the newly released games *Revelation* and *Harry Potter: Magic Awakened*, as well as PC games such as *Fantasy Westward Journey Online* and *Naraka: Bladepoint* which led the Steam top-sellers chart since its release in 2021. Net revenues from mobile games and PC games represented 70.4% and 29.6% of total net revenues from online game services in 2021, respectively, compared to 71.9% and 28.1% in 2020, respectively.

Net revenues from our in-house developed games (including certain games co-developed with our collaboration partners) increased by 13.7% to RMB54,450.6 million (US\$8,544.5 million) in 2021 from RMB47,885.6 million in 2020 as a result of the expansion of our portfolio of both PC and mobile games and their increased popularity in 2021. Net revenues from licensed games increased by 24.3% to RMB8,355.9 million (US\$1,311.2 million) in 2021 from RMB6,723.1 million in 2020, which was mainly attributable to increased popularity of certain licensed games such as *Sky* and several newly released licensed games. Net revenues generated from licensed games represented 9.5% and 9.1% of our total net revenues in 2021 and 2020, respectively.

*Youdao*

Net revenues from our Youdao segment increased by 69.0% to RMB5,354.4 million (US\$840.2 million) in 2021 from RMB3,167.5 million in 2020. The increase was mainly attributable to increased revenue from its learning services and smart devices.



#### *Cloud Music*

Net revenues from our Cloud Music segment increased by 42.9% to RMB6,997.6 million (US\$1,098.1 million) in 2021 from RMB4,895.7 million in 2020. The increase was mainly attributable to increased revenues from its online music services as a result of the growth in sales of membership subscriptions, as well as its increased revenues from social entertainment services, which was mainly derived from rapid growth of live streaming services.

#### *Innovative Businesses and Others*

Net revenues from the innovative businesses and others segment increased by 13.2% to RMB12,447.6 million (US\$1,953.3 million) in 2021 from RMB10,995.2 million in 2020. This increase mainly resulted from an increase in revenue contribution by our NetEase CC live streaming, Yanxuan e-commerce and certain other innovative businesses, which was partially offset by a decrease in net revenue from our advertising business as a result of a relatively more challenging macroeconomic environment in China and the adverse impact of the COVID-19 pandemic.

#### **Cost of Revenues**

Our cost of revenues increased by 17.2% to RMB40,635.2 million (US\$6,376.6 million) in 2021 from RMB34,683.7 million in 2020. The year-over-year increase was mainly due to an increase in revenue sharing costs with distribution channel providers, game developers and other third parties, content costs and payroll related expenses. In 2021, costs relating to online game services, Youdao, Cloud Music and innovative businesses and others represented 54.4%, 6.0%, 16.9% and 22.7% of total cost of revenues, respectively, as compared with 57.2%, 4.9%, 15.8% and 22.1% of the total cost of revenues, respectively, in 2020.

#### *Online Game Services*

Cost of revenues from our online game services increased by 11.4% to RMB22,101.1 million (US\$3,468.1 million) in 2021 from RMB19,847.8 million in 2020. The increase in cost of revenues in 2021 was primarily due to (i) an increase in revenue sharing costs with distribution channel providers, game developers, content owners and other third parties related to our games, which was primarily due to the increased revenue from our various in-house developed PC and mobile games, as well as licensed mobile games in 2021, and (ii) an increase in staff-related costs mainly as a result of an increase in salaries and bonuses and an increase in the number of our employees.

#### *Youdao*

Cost of revenues from Youdao increased by 42.9% to RMB2,448.1 million (US\$384.2 million) in 2021 from RMB1,713.2 million in 2020, which was primarily attributable to increased payroll related expenses and cost of smart devices sold.

#### *Cloud Music*

Cost of revenues from Cloud Music increased by 24.8% to RMB6,854.9 million (US\$1,075.7 million) in 2021 from RMB5,491.1 million in 2020, which was primarily attributable to an increase in content licensing fees paid to music labels and independent artists in line with the growth of online music service revenue, as well as an increase in revenue sharing costs for talent agencies of live streaming performers, which was in line with the rapid growth of its revenue from live streaming services.

#### *Innovative Businesses and Others*

Cost of revenues from our innovative businesses and others increased by 21.0% to RMB9,231.0 million (US\$1,448.5 million) in 2021 from RMB7,631.6 million in 2020. The increase in cost of revenues in 2021 was primarily due to increased revenue sharing costs and content costs related to our NetEase CC live streaming and our e-reading businesses, the increased cost of merchandise sold in our e-commerce business resulting from increased sales volume and increased staff-related costs.

#### **Gross Profit**

Our gross profit increased by 20.5% to RMB46,970.8 million (US\$7,370.7 million) in 2021 from RMB38,983.4 million in 2020.

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The following table sets forth the consolidated gross profits and gross profit margins of our business activities for the periods indicated as derived from our audited financial statements. The gross profit margins in 2020 and 2021 were calculated by dividing our gross profits over our net revenues for the corresponding type of services.

	For the year ended December 31,		
	2020 RMB	2021 RMB (in thousands)	2021 US\$
<b>Gross profit:</b>			
Online game services	34,760,871	40,705,337	6,387,556
Youdao	1,454,286	2,906,211	456,047
Cloud Music	(595,335)	142,674	22,389
Innovative businesses and others	3,363,580	3,216,579	504,752
Total gross profit	<u>38,983,402</u>	<u>46,970,801</u>	<u>7,370,744</u>
<b>Gross profit margin:</b>			
Online game services	63.7 %	64.8 %	
Youdao	45.9 %	54.3 %	
Cloud Music	(12.2)%	2.0 %	
Innovative businesses and others	30.6 %	25.8 %	
Total gross profit margin	52.9 %	53.6 %	

Our gross profit margin for online game services in 2021 increased slightly compared to 2020, which was primarily attributable to increased contribution from our in-house developed PC games, which have relatively higher gross profit margin, as a percentage of our total online game revenues. The increase in gross profit margin in 2021 for Youdao was mainly due to increased revenues and improved economies of scale related to its learning services. The improvement in gross profit margin in 2021 for Cloud Music was mainly due to enhanced economies of scale in its business and cost controls. The gross profit margin in innovative businesses and others decreased from 2020 to 2021 mainly due to decreased gross profit from our advertising business.

**Operating Expenses**

Total operating expenses increased by 25.0% to RMB30,553.7 million (US\$4,794.5 million) in 2021 from RMB24,445.0 million in 2020 as a result of increased marketing expenditures related to online game services, Cloud Music and Yanxuan, as well as higher staff-related costs and research and development investments. The following table sets forth our operating expenses for the periods indicated as derived from our audited financial statements.

	For the year ended December 31,		
	2020 RMB	2021 RMB (in thousands)	2021 US\$
Selling and marketing expenses	(10,703,788)	(12,214,191)	(1,916,673)
General and administrative expenses	(3,371,827)	(4,263,549)	(669,044)
Research and development expenses	(10,369,382)	(14,075,991)	(2,208,830)
Total operating expenses	<u>(24,444,997)</u>	<u>(30,553,731)</u>	<u>(4,794,547)</u>

Selling and marketing expenses increased by 14.1% to RMB12,214.2 million (US\$1,916.7 million) in 2021 from RMB10,703.8 million in 2020, primarily due to increased marketing spending on our online games, Cloud Music and Yanxuan businesses, as well as increased staff-related expenses.

General and administrative expenses increased by 26.4% to RMB4,263.5 million (US\$669.0 million) in 2021 from RMB3,371.8 million in 2020, primarily due to an increase in staff-related costs driven by higher compensation levels and increased expected credit losses on our accounts receivables, in particular related to our advertising business.

Research and development expenses increased by 35.7% to RMB14,076.0 million (US\$2,208.8 million) in 2021 from RMB10,369.4 million in 2020, primarily due to an increase in staff-related costs, mainly as a result of increased headcount and higher salaries, bonuses and other benefits paid to our research and development teams, as well as increased technology expenses which were mainly for game content design.

#### Other Income/(Expenses)

The following table sets forth our other income/(expenses) for the periods indicated as derived from our audited financial statements.

	For the year ended December 31,		
	2020 RMB	2021 RMB (in thousands)	2021 US\$
Investment income, net	1,610,045	2,947,721	462,562
Interest income, net	1,598,618	1,519,714	238,476
Exchange losses, net	(3,112,152)	(490,481)	(76,967)
Other, net	737,168	710,435	111,482

Other income/(expenses) in 2021 mainly consisted of investment income related to short-term investments, interest income, government incentives, net foreign exchange losses, impairment provisions related to certain equity investments, net investment gain in equity method investees, fair value change related to our equity investments with readily determinable fair value and upward adjustment related to our equity investments without readily determinable fair value.

Investment income was RMB2,947.7 million (US\$462.6 million) in 2021 compared to investment income of RMB1,610.0 million in 2020, consisting primarily of (i) investment income related to short-term investments of RMB639.8 million (US\$100.4 million) in 2021 compared to RMB580.7 million in 2020, (ii) a net investment gain in equity method investees of RMB1,575.5 million (US\$247.2 million) in 2021 compared to RMB172.5 million in 2020 and (iii) an upward adjustment to the carrying value of equity securities without readily determinable fair value of RMB380.8 million (US\$59.8 million) in 2021 compared to nil in 2020 and (iv) a gain from fair value change related to the equity investments with readily determinable fair value of RMB91.1 million (US\$14.3 million) compared to a gain from fair value change of RMB720.6 million in 2020, which was offset in part by impairment provisions related to certain investments of RMB19.2 million (US\$3.0 million), compared to RMB55.6 million in 2020.

Interest income decreased slightly to RMB1,519.7 million (US\$238.5 million) in 2021 from RMB1,598.6 million in 2020. We incurred interest expenses of RMB191.3 million (US\$30.0 million) in 2021 related to our short-term and long-term loans.

We also incurred net foreign exchange losses of RMB490.5 million (US\$77.0 million) in 2021, compared to net foreign exchange losses of RMB3,112.2 million in 2020, primarily due to the translation gains and losses arising from our U.S. dollar denominated bank deposit and bank loan balances as the exchange rate of the U.S. dollar against the RMB fluctuated over these periods.

Other, net decreased slightly to RMB710.4 million (US\$111.5 million) in 2021 from RMB737.2 million in 2020. We received and recognized unconditional government incentives of approximately RMB848.3 million (US\$133.1 million) in 2021, compared to RMB116.4 million in 2020.

#### Income Tax

Income tax increased to RMB4,128.3 million (US\$647.8 million) in 2021 from RMB3,041.8 million in 2020. Our effective tax rate in 2021 was 19.6% compared with 19.8% in 2020.

**Year Ended December 31, 2020 Compared to Year Ended December 31, 2019**

The following table sets forth the net revenues and cost of revenues by segment for the period presented as derived from our audited financial statements.

	For the year ended December 31,	
	2019	2020
	RMB	RMB
	(in thousands)	
Net revenues:		
Online game services	46,422,640	54,608,717
Youdao	1,304,883	3,167,515
Cloud Music	2,318,390	4,895,731
Innovative businesses and others	9,195,232	10,995,170
Total net revenues	<u>59,241,145</u>	<u>73,667,133</u>
Cost of revenues:		
Online game services	(16,974,234)	(19,847,846)
Youdao	(934,261)	(1,713,229)
Cloud Music	(3,375,104)	(5,491,066)
Innovative businesses and others	(6,402,246)	(7,631,590)
Total cost of revenues	<u>(27,685,845)</u>	<u>(34,683,731)</u>

**Net revenues**

Total net revenues increased by 24.4% to RMB73,667.1 million in 2020 from RMB59,241.1 million in 2019. Net revenues from online game services, Youdao, Cloud Music and innovative businesses and others constituted 74.1%, 4.3%, 6.6% and 15.0%, respectively, of our total net revenues in 2020, compared with 78.4%, 2.2%, 3.9% and 15.5%, respectively, in 2019.

*Online Game Services*

Net revenues from online game services increased by 17.6% to RMB54,608.7 million in 2020 from RMB46,422.6 million in 2019. The increase was principally attributable to the strong performance of mobile games such as *Fantasy Westward Journey 3D*, *Fantasy Westward Journey H5*, *Fantasy Westward Journey* mobile games, *Invincible*, *Sky*, *LifeAfter* and *Knives out*, as well as PC games such as *Fantasy Westward Journey Online* and *New Westward Journey Online II*, as well as *World of Warcraft* licensed from Blizzard Entertainment, Inc. (together with its affiliated companies, "Blizzard"). Net revenues from mobile games and PC games represented 71.9% and 28.1% of total net revenues from online game services in 2020, respectively, compared to 71.4% and 28.6% in 2019, respectively.

Net revenues from our in-house developed games increased by 14.1% to RMB47,885.6 million in 2020 from RMB41,965.6 million in 2019 as a result of the expansion in our offering of in-house developed games, in particular our mobile games, which gained popularity in 2020. Net revenues from licensed games increased by 50.8% to RMB6,723.1 million in 2020 from RMB4,457.0 million in 2019, which was mainly attributable to *World of Warcraft* licensed from Blizzard and certain other licensed games. Net revenues generated from licensed games represented 9.1% and 7.5% of our total net revenues in 2020 and 2019, respectively.

*Youdao*

Net revenues from our Youdao segment increased by 142.7% to RMB3,167.5 million in 2020 from RMB1,304.9 million in 2019. The increase was mainly attributable to the increased revenue from its learning services and smart devices.

*Cloud Music*

Net revenues from our Cloud Music segment increased by 111.2% to RMB4,895.7 million in 2020 from RMB2,318.4 million in 2019. The increase was mainly attributable to increased revenues from its online music services, which were driven by the increased sales of membership subscriptions, and from social entertainment services, particularly live streaming services.

*Innovative Businesses and Others*

Net revenues from the innovative businesses and others segment increased by 19.6% to RMB10,995.2 million in 2020 from RMB9,195.2 million in 2019. This increase mainly resulted from increases in revenue contribution by NetEase CC live streaming and Yanxuan e-commerce businesses.

**Cost of Revenues**

Our cost of revenues increase by 25.3% to RMB34,683.7 million in 2020 from RMB27,685.8 million in 2019. The year-over-year increase was mainly due to an increase in revenue sharing costs with distribution channel providers, game developers and other third parties and content costs. In 2020, costs relating to online game services, Youdao, Cloud Music and innovative businesses and others represented 57.2%, 4.9%, 15.8% and 22.1% of total cost of revenues, respectively, as compared with 61.3%, 3.4%, 12.2% and 23.1% of the total cost of revenues, respectively, in 2019.

*Online Game Services*

Cost of revenues from our online game services increased by 16.9% to RMB19,847.8 million in 2020 from RMB16,974.2 million in 2019. The increase in cost of revenues in 2020 was primarily due to an increase in revenue sharing costs with distribution channel providers, game developers and other third parties related to mobile games, which was primarily due to the launch of various in-house developed and licensed mobile games in 2020.

*Youdao*

Cost of revenues from Youdao increased by 83.4% to RMB1,713.2 million in 2020 from RMB934.3 million in 2019, which was primarily attributable to increased revenue sharing costs with key instructors and payroll related expenses to support the promotion and expansion of Youdao's online course offerings.

*Cloud Music*

Cost of revenues from Cloud Music increased by 62.7% to RMB5,491.1 million in 2020 from RMB3,375.1 million in 2019, which was primarily attributable to an increase in content licensing fees paid to music labels and independent artists in line with the growth of online music service revenue, as well as increase in revenue sharing costs for talent agencies of live streaming performers, which was in line with the rapid growth of its revenue from live streaming services.

*Innovative Businesses and Others*

Cost of revenues from our innovative businesses and others increased by 19.2% to RMB7,631.6 million in 2020 from RMB6,402.2 million in 2019. The increase in cost of revenues in 2020 was primarily due to increased revenue sharing costs and content costs related to our NetEase CC live streaming, as well as the increased cost of merchandise sold in our e-commerce business, which is in line with the increase in revenue.

**Gross Profit**

Our gross profit increased by 23.5% to RMB38,983.4 million in 2020 from RMB31,555.3 million in 2019.

The following table sets forth the consolidated gross profits and gross profit margins of our business activities for the periods indicated as derived from our audited financial statements. The gross profit margins in 2019 and 2020 were calculated by dividing our gross profits over our net revenues for the corresponding type of services.

	<b>For the year ended December 31,</b>	
	<b>2019</b>	<b>2020</b>
	<b>RMB</b>	<b>RMB</b>
	<b>(in thousands)</b>	
<b>Gross profit:</b>		
Online game services	29,448,406	34,760,871
Youdao	370,622	1,454,286
Cloud Music	(1,056,714)	(595,335)
Innovative businesses and others	2,792,986	3,363,580
Total gross profit	<u>31,555,300</u>	<u>38,983,402</u>
<b>Gross profit margin:</b>		
Online game services	63.4 %	63.7 %
Youdao	28.4 %	45.9 %
Cloud Music	(45.6)%	(12.2)%
Innovative businesses and others	30.4 %	30.6 %
Total gross profit margin	53.3 %	52.9 %

Our gross profit margin for online game services in 2020 remained stable compared to 2019. The increase in gross profit margin in 2020 for Youdao was mainly due to increased revenues, improved economies of scale and faculty compensation structure optimization related to its learning services and smart devices. The decrease in gross loss margin in 2020 for Cloud Music was mainly due to the expansion of its business operations particularly the rapid growth of live streaming business. The gross profit margin in 2020 for innovative businesses and others remained stable compared to 2019.

### Operating Expenses

Total operating expenses increased by 37.6% to RMB24,445.0 million in 2020 from RMB17,764.6 million in 2019 as a result of increased marketing expenditures related to online game services and Youdao, as well as higher staff-related costs and research and development investments. The following table sets forth our operating expenses for the periods indicated as derived from our audited financial statements.

	<b>For the year ended December 31,</b>	
	<b>2019</b>	<b>2020</b>
	<b>RMB</b>	<b>RMB</b>
	<b>(in thousands)</b>	
Selling and marketing expenses	(6,221,127)	(10,703,788)
General and administrative expenses	(3,130,298)	(3,371,827)
Research and development expenses	(8,413,224)	(10,369,382)
Total operating expenses	<u>(17,764,649)</u>	<u>(24,444,997)</u>

Selling and marketing expenses increased by 72.1% to RMB10,703.8 million in 2020 from RMB6,221.1 million in 2019, primarily due to the increased marketing spending on our online games and Youdao learning services.

General and administrative expenses increased by 7.7% to RMB3,371.8 million in 2020 from RMB3,130.3 million in 2019, primarily due to an increase in professional expenses and staff-related costs driven by higher compensation levels.

Research and development expenses increased by 23.3% to RMB10,369.4 million in 2020 from RMB8,413.2 million in 2019, primarily due to an increase in staff-related costs, mainly as a result of increased headcount for our online game services and Youdao as well as higher salaries, bonuses and other benefits paid to our research and development teams.

**Other Income/(Expenses)**

The following table sets forth our other income/(expenses) for the periods indicated as derived from our audited financial statements.

	For the year ended December 31,	
	2019	2020
	RMB	RMB
	(in thousands)	
Investment income, net	1,306,320	1,610,045
Interest income, net	821,774	1,598,618
Exchange gains/(losses), net	25,166	(3,112,152)
Other, net	439,422	737,168

Other income/(expenses) in 2020 mainly consisted of investment income related to short-term investments, interest income, government incentives, net foreign exchange losses, impairment provisions related to certain equity investments, net investment gain in equity method investees and fair value change related to our equity investments with readily determinable fair value.

Investment income was RMB1,610.0 million in 2020 compared to investment income of RMB1,306.3 million in 2019, consisting primarily of (i) a gain from fair value change related to the equity investments with readily determinable fair value and other financial instruments of RMB720.6 million compared to RMB751.7 million in 2019, (ii) investment income related to short-term investments of RMB580.7 million in 2020 compared to RMB657.6 million in 2019, (iii) a net investment gain in equity method investees of RMB172.5 million in 2020 compared to RMB4.3 million in 2019 and (iv) a revaluation gain from a previously held equity investee of RMB130.1 million in 2020 compared to nil in 2019, which was offset in part by impairment provisions related to certain investments of RMB55.6 million, compared to RMB176.4 million in 2019.

Interest income increased to RMB1,598.6 million in 2020 from RMB821.8 million in 2019, primarily due to an increase of RMB25.0 billion in our net cash balance, which includes total cash and cash equivalents, time deposits and restricted cash balance minus short-term loans. We incurred interest expenses of RMB247.8 million in 2020 related to our short-term loans.

We also incurred net foreign exchange losses of RMB3,112.2 million in 2020, compared to net foreign exchange gains of RMB25.2 million in 2019, primarily due to the translation gains and losses arising from our U.S. dollar denominated bank deposit and short-term loan balances as the exchange rate of the U.S. dollar against the RMB fluctuated over these periods.

Other, net increased to RMB737.2 million in 2020 from RMB439.4 million in 2019. We received and recognized unconditional government incentives of approximately RMB759.8 million in 2020, compared to RMB368.2 million in 2019. In 2020, we also made donations of RMB78.6 million to charities which provided support to fight against the COVID-19 pandemic.

**Income Tax**

Income tax increased to RMB3,041.8 million in 2020 from RMB2,914.7 million in 2019. Our effective tax rate in 2020 was 19.8% compared with 17.8% in 2019. The change in the effective tax rate was mainly due to increased losses from certain of our subsidiaries.

## B. Liquidity and Capital Resources

To date, we have financed our operations primarily through operating cash flows and existing capital resources. As of December 31, 2021, we had RMB14,498.2 million (US\$2,275.1 million) in cash and cash equivalents, RMB76,578.7 million (US\$12,016.9 million) in time deposits and RMB12,281.5 million (US\$1,927.2 million) in short-term investments. Net cash provided by continuing operating activities was RMB24,926.7 million (US\$3,911.5 million) in 2021. We had short-term borrowings of RMB19,352.3 million (US\$3,036.8 million) as of December 31, 2021. On August 9, 2018, we entered into a three-year US\$500.0 million revolving loan facility agreement with a group of four arrangers. The facility was priced at 95 basis points over LIBOR and has a commitment fee of 0.20% on the undrawn portion. As of December 31, 2021, we had drawn down and repaid the entire credit facility. On June 2, 2021, we entered into a five-year term loan facility and revolving loan facility agreement with aggregate commitments of US\$1.0 billion at an interest rate of 85 basis points over LIBOR. The proceeds from the US\$1.0 billion facilities will be used for general working capital purposes. As of December 31, 2021, we had drawn down US\$200.0 million of the US\$1.0 billion facilities. We also entered into several uncommitted loan credit facility agreements provided by certain financial institutions. As at December 31, 2021, US\$1,503.9 million of such credit facilities had not been utilized.

We believe that our current levels of cash and cash equivalents, cash flows from operations and short-term investments will be sufficient to meet our anticipated cash needs for at least the next 12 months. However, we may need additional cash resources if we experience changed business conditions or other developments. We may also need additional cash resources if we find and wish to pursue opportunities for investment, acquisition, strategic cooperation or other similar action. If we determine that our cash requirements exceed our amounts of cash and cash equivalents on hand, we may seek to issue debt or equity securities or obtain a credit facility. Any issuance of equity securities could cause dilution for our shareholders. Any incurrence of indebtedness could increase our debt service obligations and cause us to be subject to restrictive operating and finance covenants. It is possible that, when we need additional cash resources, financing will only be available to us in amounts or on terms that would not be acceptable to us or financing will not be available at all.

### CASH FLOWS

The following table sets forth summary consolidated cash flow data for the periods indicated as derived from our audited financial statements. We sold our Kaola e-commerce business in September 2019, and Kaola's historical financial results are reflected in our audited consolidated financial statements as discontinued operations accordingly. Unless otherwise stated, cash flows discussed herein refer to our continuing activities only.

	For the year ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US\$
	(in thousands)			
Net cash provided by continuing operating activities	16,910,971	24,888,171	24,926,727	3,911,547
Net cash used in continuing investing activities	(21,304,489)	(29,192,407)	(7,078,294)	(1,110,739)
Net cash provided by/(used in) financing activities	1,082,525	9,913,087	(12,585,569)	(1,974,950)

### Continuing Operating Activities

Net cash provided by continuing operating activities was RMB24,926.7 million (US\$3,911.5 million) for the year ended December 31, 2021. The difference between our net income from continuing operations of RMB16,976.2 million (US\$2,663.9 million) and the net cash provided by continuing operating activities was primarily due to (i) the adjustment of non-cash items, mainly including adding back depreciation and amortization charges of RMB3,275.7 million (US\$514.0 million), share-based compensation cost of RMB3,041.5 million (US\$477.3 million), unrealized exchange loss of RMB488.6 million (US\$76.7 million) and deferred income taxes of RMB407.9 million (US\$64.0 million), partially offset by share of results on equity method investees and revaluation results from previously held equity interest of RMB1,573.1 million (US\$246.8 million), fair value changes of short-term investments of RMB639.8 million (US\$100.4 million) and fair value change of equity security investments of RMB471.9 million (US\$74.0 million), and (ii) the increase in cash resulted from the changes in operating assets and liabilities, mainly including an increase in payables of RMB2,471.5 million (US\$387.8 million), including content costs, bonus and professional and technical charges and an increase in deferred revenue of RMB1,351.3 million (US\$212.0 million), partially offset by an increase in accounts receivable, prepayments and other current assets of RMB546.2 million (US\$85.7 million) and an increase in inventories of RMB343.6 million (US\$53.9 million).



Net cash provided by continuing operating activities was RMB24,888.2 million for the years ended December 31, 2020. The difference between our net income from continuing operations of RMB12,330.2 million and the net cash provided by continuing operating activities was primarily due to (i) the adjustment of non-cash items, mainly including adding back the depreciation and amortization charges of RMB3,457.8 million, unrealized exchange loss of RMB3,102.5 million and share-based compensation cost of RMB2,663.5 million, partially offset by fair value change of equity security investments of RMB720.6 million, fair value changes of short-term investments of RMB580.7 million and share of results on equity method investees and revaluation results from previously held equity interest of RMB302.6 million, and (ii) the increase in cash resulted from the changes in operating assets and liabilities, mainly including an increase in deferred revenue of RMB2,342.9 million, an increase in payables of RMB1,816.2 million, including content costs, bonus and professional and technical charges and an increase in tax payables of RMB1,126.6 million, partially offset by an increase in accounts receivable, prepayments and other current assets of RMB544.0 million.

Net cash provided by continuing operating activities was RMB16,911.0 million for the year ended December 31, 2019. The difference between our net income from continuing operations of RMB13,468.6 million and the net cash provided by continuing operating activities was primarily due to (i) the adjustment of non-cash items, mainly including adding back of depreciation and amortization charges of RMB2,613.8 million and share-based compensation cost of RMB2,404.1 million, partially offset by fair value change of equity security investments and other financial instruments of RMB751.7 million and fair value changes of short-term investments of RMB657.6 million, and (ii) the decrease in cash resulted from the changes in operating assets and liabilities, mainly including an increase in accounts receivable, prepayments and other current assets of RMB1,499.9 million which was partially offset by an increase in deferred revenue of RMB883.7 million and a decrease in inventories of RMB415.1 million.

### **Continuing Investing Activities**

Net cash used in continuing investing activities was RMB7,078.3 million (US\$1,110.7 million) for the year ended December 31, 2021, which was mainly attributable to (i) placement/rollover of matured time deposits of RMB81,298.1 million (US\$12,757.4 million), (ii) purchase of short-term investments of RMB15,285.0 million (US\$2,398.6 million), (iii) investment in other equity investments and acquisition of subsidiaries of RMB5,417.1 million (US\$850.1 million), (iv) purchase of property, equipment and software of RMB1,601.8 million (US\$251.4 million), (v) purchase of intangible assets, content and licensed copyrights of RMB1,508.2 million (US\$236.7 million), and (vi) investment in equity investees of RMB1,124.4 million (US\$176.4 million), which were partially offset by (A) proceeds from maturity of time deposits of RMB81,307.3 million (US\$12,758.9 million), (B) proceeds from maturity of short-term investments of RMB13,235.8 million (US\$2,077.0 million), (C) net change in short-term investments with terms of three months or less of RMB3,694.9 million (US\$579.8 million), and (D) proceeds from disposals of investment in equity investees, business and subsidiaries of RMB1,115.5 million (US\$175.0 million).

Net cash used in continuing investing activities was RMB29,192.4 million for the year ended December 31, 2020, which was mainly attributable to (i) placement/rollover of matured time deposits of RMB91,518.8 million, (ii) purchase of short-term investments of RMB19,905.0 million, (iii) purchase of intangible assets, content and licensed copyrights of RMB2,234.9 million, (iv) investment in other equity investments and acquisition of subsidiaries of RMB2,062.0 million, (v) net change in short-term investments with terms of three months or less of RMB1,655.9 million, (vi) purchase of property, equipment and software of RMB1,055.6 million, and (vii) investment in equity investees of RMB345.7 million, which were partially offset by (A) proceeds from maturity of time deposits of RMB64,880.3 million, (B) proceeds from maturity of short-term investments of RMB24,126.2 million and (C) proceeds from disposals of investment in equity investees, business and subsidiaries of RMB722.1 million.

Net cash used in continuing investing activities was RMB21,304.5 million for the year ended December 31, 2019, which was mainly attributable to (i) placement/rollover of matured time deposits of RMB77,083.4 million, (ii) purchase of short-term investments of RMB22,370.0 million, (iii) purchase of intangible assets, content and licensed copyrights of RMB2,119.3 million, (iv) purchase of property, equipment and software of RMB1,209.5 million, (v) acquisitions of other long-term investments of RMB1,111.5 million, (vi) net change in short-term investments with terms of three months or less of RMB1,023.2 million, and (vii) investment in equity investees of RMB450.7 million, which were partially offset by (A) proceeds from maturity of time deposits of RMB54,381.6 million, (B) proceeds from maturity of short-term investments of RMB20,225.3 million, (C) proceeds received from discontinued operations of RMB9,031.1 million and (D) proceeds from disposals of investment in equity investees, business and subsidiaries of RMB406.7 million.

## Financing Activities

Net cash used in continuing financing activities was RMB12,585.6 million (US\$1,975.0 million) for the year ended December 31, 2021, which was mainly attributable to (i) repurchase of NetEase's ADSs and purchase of subsidiaries' ADSs and shares totaling of RMB12,910.5 million (US\$2,025.9 million) and (ii) dividends paid to our shareholders and noncontrolling interest shareholders which totaled RMB4,239.6 million (US\$665.3 million), which were partially offset by net proceeds received from capital injection from noncontrolling interest shareholders of RMB2,870.1 million (US\$450.4 million) and net proceeds from short-term and long-term loan of RMB1,708.2 million (US\$268.1 million).

Net cash provided by continuing financing activities was RMB9,913.1 million for the year ended December 31, 2020, which was mainly attributable to (i) net proceeds received from issuance of shares in connection with our listing on the Hong Kong Stock Exchange and global offering in the amount of RMB21,911.8 million and (ii) net proceeds in short-term loan of RMB4,041.1 million, which were partially offset by repurchase of NetEase's ADSs and purchase of Youdao's ADSs totaling RMB11,491.0 million and dividends paid in the amount of RMB4,280.5 million.

Net cash provided by continuing financing activities was RMB1,082.5 million for the year ended December 31, 2019, which was mainly attributable to (i) proceeds from issuance of redeemable noncontrolling shareholder interests and noncontrolling interests, net of issuance costs of RMB6,941.0 million and (ii) net proceeds in short-term loan of RMB2,971.5 million, which were partially offset by dividends paid in the amount of RMB8,840.6 million.

## MANAGEMENT OF CAPITAL RESOURCES

In managing our capital, we seek to maintain a reasonable amount of liquidity to support new business growth and maximize returns on our capital resources, while at the same time focusing on the preservation of capital and complying with applicable legal requirements. Our capital resources include primarily cash on hand, demand deposits and time deposits mainly placed with banks in Hong Kong and China and short-term investments. Although we consolidate the results of our subsidiaries and the VIEs in our consolidated financial statements, we do not have direct access to the cash and cash equivalents or future earnings of our subsidiaries and the VIEs. As of December 31, 2021, these subsidiaries and VIEs had RMB91.1 billion (US\$14.3 billion) in cash and cash equivalents, demand deposits and short-term and long-term time deposits. Our cash and cash equivalents, demand deposits, time deposits and short-term investments held outside of China are mainly denominated in U.S. dollars, Renminbi and HK dollars.

To fund any cash requirements we may have, we may need to rely on dividends and other distributions on equity paid by our subsidiaries. Since substantially all of our operations are conducted through our PRC subsidiaries and the VIEs, our subsidiaries may need to rely on dividends, loans or advances made by another PRC subsidiary or VIE. Certain of these payments are subject to PRC taxes, including sales taxes, which effectively reduce the received amount. In addition, the PRC government could impose restrictions on such payments or change the tax rates applicable to such payments. In 2019, 2020 and 2021, we accrued RMB846.6 million, RMB1,056.9 million and RMB1,124.4 million (US\$176.4 million) withholding tax liabilities, respectively, associated with our quarterly dividends and cash expected to be distributed from our PRC subsidiaries to companies in our corporate group outside of China for general corporate purposes. We repatriated a portion of these earnings and paid related withholding income tax in 2019, 2020 and 2021. For the foreseeable future, we intend to reinvest all remaining undistributed earnings as at December 31, 2021 in our PRC subsidiaries, and accordingly no other withholding tax is expected to be incurred.

In addition, the payment of dividends by entities established in the PRC is subject to limitations. Regulations in the PRC currently permit payment of dividends only out of accumulated profits as determined in accordance with accounting standards and regulations in the PRC. Each of our PRC subsidiaries that is a domestic company is also required to set aside at least 10.0% of its after-tax profit based on PRC accounting standards each year to its general reserves or statutory capital reserve fund until the accumulative amount of such reserves reach 50.0% of its respective registered capital. These restricted reserves are not distributable as cash dividends. As a result of these and other restrictions under PRC laws and regulations, our PRC subsidiaries and VIEs are restricted in their ability to transfer a portion of their net assets to us either in the form of dividends, loans or advances, which restricted portion amounted to approximately RMB13.3 billion, or 13% of our total consolidated net assets, as of December 31, 2021. In addition, if any of our PRC subsidiaries incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other distributions to us.

Furthermore, any transfer of funds from us to any of our PRC subsidiaries or the VIEs, either as a shareholder loan or as an increase in registered capital, is subject to certain statutory limit requirements and registration or approval of the relevant PRC governmental authorities, including the relevant administration of foreign exchange and/or the relevant examining and approval authority. Therefore, it is difficult to change our capital expenditure plans once the relevant funds have been remitted from our company to our PRC subsidiaries or the VIEs. These limitations on the free flow of funds between us and our PRC subsidiaries and the VIEs could restrict our ability to act in response to changing market conditions and reallocate funds internally in a timely manner.

For additional information, see Item 3.D. “Risk Factors—Risks Related to Our Company—Our corporate structure may restrict our ability to receive dividends from, and transfer funds to, our PRC subsidiaries and the VIEs, which could restrict our ability to act in response to changing market conditions and reallocate funds internally in a timely manner.” and “Risk Factors—Risks Related to Doing Business in China—Restrictions on currency exchange may limit our ability to utilize our revenues effectively.” and Item 10D. “Exchange Controls.”

## **CAPITAL EXPENDITURES**

Our capital requirements relate primarily to financing:

- our working capital requirements, such as servers and bandwidth service fees, inventory purchase costs, content and copyrights purchase costs, staff costs, selling and marketing expenses and research and development costs; and
- costs incurred for the construction of our new office buildings and warehouses in Guangzhou, Hangzhou, Shanghai and Jiangxi in China, acquisition of new servers in connection with the operation of our in-house developed and licensed games, investment in the expansion packages of the aforementioned games, and upgrades of our online service infrastructure.

## **MATERIAL CASH REQUIREMENTS**

Our material cash requirements as of December 31, 2021 primarily include our operating lease commitments, server and bandwidth service fee commitments, capital commitments, royalties and expenditure for licensed content commitments and office machines and other commitments.

Our operating lease commitments are the lease commitments under the lease agreements for our corporate offices, warehouses and retail stores. Our server and bandwidth service fee commitments are related to our network servers located mainly in the facilities of China Telecom’s affiliates, China Unicom’s affiliates and China Mobile’s affiliates. Our capital commitments are primarily the commitments made in connection with the construction of new office buildings in Shanghai. Our royalties and expenditures for licensed content commitments primarily relate to the costs of acquiring the rights to certain content by our online game business and online music business. Our office machines and other commitments primarily consist of the purchase of office machines and the expenditures related to marketing and administration activities.

We intend to fund our existing and future material cash requirements primarily with anticipated cash flows from operations, our existing cash balance and other financing alternatives. We will continue to make cash commitments to support the growth of our business.

The following sets forth our contractual obligations by specified categories as of December 31, 2021:

	Operating Lease Commitments	Server and Bandwidth Service Fee Commitments	Capital Commitments	Royalties and Expenditures for Licensed Content Commitments	Office Machines and Other Commitments	Total
	RMB	RMB	RMB	RMB	RMB	RMB
	(in thousands)					
2022	343,575	567,587	1,351,873	2,137,667	267,365	4,668,067
2023	252,308	443,086	974,206	1,410,615	41,017	3,121,232
2024	198,090	333,939	28,612	2,542	13,214	576,397
2025	131,987	131,968	75,151	242	178	339,526
Beyond 2025	244,202	153,778	—	859,154	—	1,257,134
	<u>1,170,162</u>	<u>1,630,358</u>	<u>2,429,842</u>	<u>4,410,220</u>	<u>321,774</u>	<u>9,962,356</u>

Other than as discussed above, we did not have any significant capital and other commitments, long-term obligations or guarantees as of December 31, 2021.

## TRANSFER OF FUNDS

### Transfer of Funds and Other Assets within the NetEase Group

NetEase, Inc. transfers cash to its wholly-owned overseas subsidiaries by making capital contributions or providing loans, and the overseas subsidiaries transfer cash to our subsidiaries in China by making capital contributions or providing loans to them. Because NetEase, Inc. and its subsidiaries control the VIEs through contractual arrangements, they are not able to make direct capital contributions to the VIEs and their subsidiaries. However, they may transfer cash to the VIEs by loans or by making payment to the VIEs for inter-group transactions.

As of December 31, 2021, NetEase, Inc. had made cumulative capital contributions of US\$2,568.8 million to our PRC subsidiaries through intermediate holding companies, which were accounted for as long-term investments of NetEase, Inc. These funds have been used by our PRC subsidiaries for their operations. As of December 31, 2021, the aggregate loan balance owed by our subsidiaries under our agreements with the VIEs was US\$58.9 million. In 2019, 2020 and 2021, the VIEs transferred RMB37.5 billion, RMB49.4 billion and RMB59.4 billion (US\$9.3 billion), respectively, to our PRC subsidiaries as payment or prepayment of service fees. Our PRC subsidiaries maintain certain personnel for content production, sales and marketing, research and development and general and administrative functions to support the operations of the VIEs.

The following is a summary of cash transfers that have occurred between our subsidiaries and the VIEs:

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
	(in thousands)		
Net cash paid by the VIEs to our subsidiaries under service agreements	(37,548,162)	(49,435,342)	(59,439,552)
Net cash used in other transactions with intra-Group companies	(328,756)	(498,938)	(283,621)
Cash dividend paid to intra-Group company	—	—	(731,250)
Loans received from intra-Group companies	108,220	336,333	195,741
Loans repaid to intra-Group companies	(40,700)	(72,444)	(87,300)
Cash (paid by)/received from the VIEs to our subsidiaries for intra-Group financing	(41,000)	10,000	—

For any amounts owed by the VIEs to our PRC subsidiaries under the VIE agreements, unless otherwise required by the PRC tax authorities, we are able to settle such amounts without limitations under the currently effective PRC laws and regulations, provided that the VIEs have sufficient funds to do so. Our PRC subsidiaries are permitted to pay dividends to their shareholders, and eventually to NetEase, Inc. only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Such payment of dividends by entities registered in China is subject to limitations, which could result in limitations on the availability of cash to fund dividends or make distributions to shareholders of our securities. For example, our PRC subsidiaries and the VIEs are required to make appropriations to certain statutory reserve funds or may make appropriations to certain discretionary funds, which are not distributable as cash dividends except in the event of a solvent liquidation of the companies. We currently do not have cash management policies in place that dictate how funds are transferred between NetEase, Inc., our subsidiaries, the VIEs and the investors. Rather, the funds can be transferred in accordance with the applicable PRC laws and regulations. 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:

	<b>Taxation Scenario<sup>(1)</sup> Statutory Tax and Standard Rates</b>
Hypothetical pre-tax earnings <sup>(2)</sup>	100%
Tax on earnings at statutory rate of 25% <sup>(3)</sup>	-25%
Net earnings available for distribution	75%
Withholding tax at standard rate of 10% <sup>(4)</sup>	-7.5%
Net distribution to Parent/Shareholders	67.5%

Notes:

(1) The tax calculation has been simplified for the purpose of this example. The hypothetical book pre-tax earnings amount, which does not consider timing differences, is assumed to equal the taxable income in the PRC.

(2) Under the terms of the VIE agreements, sales service fees are charged by our PRC subsidiaries to the VIEs. For all the periods presented, these fees are recognized as expenses of the VIEs, with a corresponding amount as service income by our PRC subsidiaries and eliminated in consolidation. For income tax purposes, our PRC subsidiaries and the VIEs file income taxes on a separate company basis. The fees paid are recognized as a tax deduction by the VIEs and as income by our PRC subsidiaries and are tax neutral.

Upon the instance that the VIEs reach a cumulative level of profitability, because our PRC subsidiaries own certain trademarks and copyrights, the agreements will be updated to reflect charges for such trademarks and copyrights usage on the basis that they will qualify for tax neutral treatment.

(3) Certain of our subsidiaries and the VIEs qualifies for a 15% preferential income tax rate in China. However, such rate is subject to qualification, is temporary in nature, and may not be available in a future period when distributions are paid. For purposes of this hypothetical example, the table above reflects a maximum tax scenario under which the full statutory rate would be effective.

(4) China's Enterprise Income Tax Law imposes a withholding income tax of 10% on dividends distributed by a foreign invested enterprises ("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 the purpose of this hypothetical example, this table has been prepared based on a taxation 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, the VIEs could make a non-deductible transfer to our PRC subsidiaries for the amounts of the stranded cash in the VIEs. This would result in such transfer being non-deductible expenses for the VIEs but still taxable income for the PRC subsidiaries. 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 believes that there is only a remote possibility that this scenario would happen.

**Condensed Consolidating Schedule**

The following tables present the condensed consolidating schedule of financial information for NetEase, Inc., its wholly owned subsidiaries (“WFOEs”) that are the primary beneficiaries of the VIEs under U.S. GAAP (the “Primary Beneficiaries of VIEs”), our other subsidiaries that are not the Primary Beneficiaries of VIEs (the “Other Subsidiaries”), and the VIEs and their subsidiaries that we consolidate for the periods presented.

	As of December 31, 2020					Consolidated totals
	NetEase, Inc.	Other Subsidiaries	Primary Beneficiaries of VIEs	VIEs and their subsidiaries	Eliminating adjustments	
	<i>(in thousands)</i>					
<b>Assets</b>						
Cash and cash equivalents	40,938	4,184,827	2,436,141	2,455,313	—	9,117,219
Time deposits	—	59,225,564	18,473,263	10,500	—	77,709,327
Restricted cash	—	9,298	1,315,088	1,727,000	—	3,051,386
Accounts receivable, net	—	661,760	196,671	3,718,014	—	4,576,445
Inventories, net	—	369,327	186,241	35,940	—	591,508
Prepayments and other current assets, net	200,277	2,587,045	871,285	2,417,936	—	6,076,543
Short-term investments	—	1,175,347	11,483,550	614,129	—	13,273,026
Amounts due from group companies <sup>(1)</sup>	49,185,028	20,976,725	4,643,886	5,878,864	(80,684,503)	—
Property, equipment and software, net	15	372,110	4,108,324	69,494	—	4,549,943
Land use right, net	—	1,044,048	3,134,209	—	—	4,178,257
Operating lease right-of-use assets, net	—	299,196	435,621	38,359	—	773,176
Deferred tax assets	—	98,019	928,389	60,351	—	1,086,759
Investments in subsidiaries and VIEs <sup>(2)</sup>	64,274,538	24,880,877	1,231,994	—	(90,387,409)	—
Long-term investments	50,705	10,814,071	171,760	674,723	—	11,711,259
Other long-term assets, net	34,747	426,439	4,214,236	433,260	—	5,108,682
Assets held for sale	—	576	17,942	52,534	—	71,052
Total assets	<u>113,786,248</u>	<u>127,125,229</u>	<u>53,848,600</u>	<u>18,186,417</u>	<u>(171,071,912)</u>	<u>141,874,582</u>
<b>Liabilities, redeemable noncontrolling interests, mezzanine equity and shareholders' equity</b>						
Accounts payable	—	324,693	133,130	676,590	—	1,134,413
Salary and welfare payables	5,315	269,913	3,133,382	130,122	—	3,538,732
Taxes payable	15	1,857,119	2,338,524	87,177	—	4,282,835
Short-term loans	12,378,156	7,126,540	—	—	—	19,504,696
Deferred revenue	—	839,818	255,017	9,304,037	—	10,398,872
Accrued liabilities and other payables	31,048	774,695	3,891,478	2,309,598	—	7,006,819
Operating lease liabilities	—	312,700	455,413	37,622	—	805,735
Amounts due to group companies <sup>(1)</sup>	19,244,916	41,193,638	17,871,035	2,374,914	(80,684,503)	—
Deferred tax liabilities	—	466,749	246,690	—	—	713,439
Other long-term payable	—	20,132	128,714	—	—	148,846
Liabilities held for sale	—	—	—	546,271	—	546,271
Total liabilities	<u>31,659,450</u>	<u>53,185,997</u>	<u>28,453,383</u>	<u>15,466,331</u>	<u>(80,684,503)</u>	<u>48,080,658</u>
Redeemable noncontrolling interests and mezzanine equity	—	10,796,120	—	—	—	10,796,120
Total NetEase Inc.'s equity <sup>(3)</sup>	82,126,798	63,143,112	25,395,217	2,720,086	(91,258,415)	82,126,798
Noncontrolling interests	—	—	—	—	871,006	871,006
Total shareholders' equity	<u>82,126,798</u>	<u>63,143,112</u>	<u>25,395,217</u>	<u>2,720,086</u>	<u>(90,387,409)</u>	<u>82,997,804</u>
Total liabilities, redeemable noncontrolling interests, mezzanine equity and shareholders' equity	<u>113,786,248</u>	<u>127,125,229</u>	<u>53,848,600</u>	<u>18,186,417</u>	<u>(171,071,912)</u>	<u>141,874,582</u>

	As of December 31, 2021					Consolidated totals
	NetEase, Inc.	Other Subsidiaries	Primary Beneficiaries of VIEs	VIEs and their subsidiaries	Eliminating adjustments	
	<i>(in thousands)</i>					
<b>Assets</b>						
Cash and cash equivalents	10,904	2,662,840	10,282,650	1,541,763	—	14,498,157
Time deposits	—	48,269,418	28,238,268	71,000	—	76,578,686
Restricted cash	—	10,342	20,765	2,846,851	—	2,877,958
Accounts receivable, net	—	1,203,386	380,156	3,924,446	—	5,507,988
Inventories, net	—	687,006	194,055	83,672	—	964,733
Prepayments and other current assets, net	288,179	2,079,098	1,346,008	2,522,572	—	6,235,857
Short-term investments	—	666,176	10,997,372	618,000	—	12,281,548
Amounts due from group companies <sup>(1)</sup>	46,765,057	20,438,580	6,397,970	7,581,649	(81,183,256)	—
Property, equipment and software, net	5	302,905	5,069,605	61,343	—	5,433,858
Land use right, net	—	15,014	4,093,076	—	—	4,108,090
Operating lease right-of-use assets, net	449	254,875	729,956	58,872	—	1,044,152
Deferred tax assets	—	8,870	1,164,346	124,738	—	1,297,954
Investments in subsidiaries and VIEs <sup>(2)</sup>	77,226,427	35,407,934	1,173,232	—	(113,807,593)	—
Long-term investments	393,580	17,321,579	226,904	862,839	—	18,804,902
Other long-term assets, net	44,217	711,074	2,867,934	385,231	—	4,008,456
Assets held for sale	—	—	1,381	204	—	1,585
Total assets	<u>124,728,818</u>	<u>130,039,097</u>	<u>73,183,678</u>	<u>20,683,180</u>	<u>(194,990,849)</u>	<u>153,643,924</u>
<b>Liabilities, redeemable noncontrolling interests, mezzanine equity and shareholders' equity</b>						
Accounts payable	12	383,229	138,217	463,601	—	985,059
Salary and welfare payables	2,617	321,170	3,693,760	115,707	—	4,133,254
Taxes payable	9,252	1,475,237	2,895,424	157,137	—	4,537,050
Short-term loans	11,480,065	7,119,285	700,000	52,963	—	19,352,313
Deferred revenue	—	1,186,773	194,053	10,751,917	—	12,132,743
Accrued liabilities and other payables	27,137	1,853,374	4,200,067	2,945,930	—	9,026,508
Operating lease liabilities	449	254,969	752,040	59,068	—	1,066,526
Amounts due to group companies <sup>(1)</sup>	16,606,066	36,094,019	24,578,843	3,904,328	(81,183,256)	—
Deferred tax liabilities	—	1,057,487	288,387	—	—	1,345,874
Long-term loans	1,275,140	—	—	—	—	1,275,140
Other long-term payable	—	32,311	75,396	257,874	—	365,581
Total liabilities	<u>29,400,738</u>	<u>49,777,854</u>	<u>37,516,187</u>	<u>18,708,525</u>	<u>(81,183,256)</u>	<u>54,220,048</u>
Redeemable noncontrolling interests and mezzanine equity	—	66,647	—	78,591	—	145,238
Total NetEase Inc.'s equity <sup>(2)</sup>	95,328,080	80,194,596	35,667,491	1,896,064	(117,758,151)	95,328,080
Noncontrolling interests <sup>(2)</sup>	—	—	—	—	3,950,558	3,950,558
Total shareholders' equity	<u>95,328,080</u>	<u>80,194,596</u>	<u>35,667,491</u>	<u>1,896,064</u>	<u>(113,807,593)</u>	<u>99,278,638</u>
Total liabilities, redeemable noncontrolling interests, mezzanine equity and shareholders' equity	<u>124,728,818</u>	<u>130,039,097</u>	<u>73,183,678</u>	<u>20,683,180</u>	<u>(194,990,849)</u>	<u>153,643,924</u>

	Year Ended December 31, 2019					Consolidated totals
	NetEase, Inc.	Other Subsidiaries	Primary Beneficiaries of VIEs	VIEs and their subsidiaries	Eliminating adjustments	
	<i>(in thousands)</i>					
Net revenues						
Third-party revenues	—	8,879,173	1,583,343	48,778,629	—	59,241,145
Intra-Group revenues related to technical consulting and related service <sup>(3)</sup>	—	316,994	35,330,533	—	(35,647,527)	—
Other intra-Group revenues <sup>(4)</sup>	—	344,400	1,577,054	676,517	(2,597,971)	—
<b>Total net revenues</b>	<b>—</b>	<b>9,540,567</b>	<b>38,490,930</b>	<b>49,455,146</b>	<b>(38,245,498)</b>	<b>59,241,145</b>
Cost of revenues and operating expenses						
Third-party cost of revenue and operating expenses	(26,288)	(7,322,898)	(24,811,420)	(13,289,888)	—	(45,450,494)
Intra-Group cost of revenues and operating expenses related to technical consulting and related services <sup>(3)</sup>	—	—	—	(35,647,527)	35,647,527	—
Other intra-Group cost of revenues and operating expenses <sup>(4)</sup>	—	(1,587,654)	(956,869)	(53,448)	2,597,971	—
<b>Total cost of revenues and operating expenses</b>	<b>(26,288)</b>	<b>(8,910,552)</b>	<b>(25,768,289)</b>	<b>(48,990,863)</b>	<b>38,247,498</b>	<b>(45,450,494)</b>
<b>Operating (losses)/profit</b>	<b>(26,288)</b>	<b>630,015</b>	<b>12,722,641</b>	<b>464,283</b>	<b>—</b>	<b>13,790,651</b>
Share of income from subsidiaries and VIEs <sup>(2)</sup>	13,708,680	12,446,746	7,991	—	(26,163,417)	—
Other income	(407,395)	1,642,805	1,270,385	86,887	—	2,592,682
<b>Income before tax</b>	<b>13,274,997</b>	<b>14,719,566</b>	<b>14,001,017</b>	<b>551,170</b>	<b>(26,163,417)</b>	<b>16,383,333</b>
Income tax	—	(1,059,497)	(1,648,193)	(207,036)	—	(2,914,726)
<b>Net income from continuing operations</b>	<b>13,274,997</b>	<b>13,660,069</b>	<b>12,352,824</b>	<b>344,134</b>	<b>(26,163,417)</b>	<b>13,468,607</b>
Less: Accretion and deemed dividends in connection with repurchase of redeemable noncontrolling interests	—	(271,543)	—	—	—	(271,543)
Net loss attributable to noncontrolling interests <sup>(2)</sup>	—	—	—	—	77,933	77,933
<b>Net income from continuing operations attributable to the company's shareholders</b>	<b>13,274,997</b>	<b>13,388,526</b>	<b>12,352,824</b>	<b>344,134</b>	<b>(26,085,484)</b>	<b>13,274,997</b>
Net income from discontinued operations, net of tax	—	—	—	—	—	7,962,519
<b>Net income</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>21,237,516</b>

	Year Ended December 31, 2020					Consolidated totals
	NetEase, Inc.	Other Subsidiaries	Primary Beneficiaries of VIEs	VIEs and their subsidiaries	Eliminating adjustments	
	<i>(in thousands)</i>					
Net revenues						
Third-party revenues	—	10,862,062	1,334,307	61,470,764	—	73,667,133
Intra-Group revenues related to technical consulting and related service <sup>(3)</sup>	—	630,829	45,204,905	—	(45,835,734)	—
Other intra-Group revenues <sup>(4)</sup>	—	627,211	1,865,873	720,398	(3,213,482)	—
<b>Total net revenues</b>	<b>—</b>	<b>12,120,102</b>	<b>48,405,085</b>	<b>62,191,162</b>	<b>(49,049,216)</b>	<b>73,667,133</b>
Cost of revenues and operating expenses						
Third-party cost of revenue and operating expenses	(54,467)	(9,544,402)	(34,098,909)	(15,430,950)	—	(59,128,728)
Intra-Group cost of revenues and operating expenses related to technical consulting and related services <sup>(3)</sup>	—	—	—	(45,835,734)	45,835,734	—
Other intra-Group cost of revenues and operating expenses <sup>(4)</sup>	—	(1,962,862)	(1,033,157)	(217,463)	3,213,482	—
<b>Total cost of revenues and operating expenses</b>	<b>(54,467)</b>	<b>(11,507,264)</b>	<b>(35,132,066)</b>	<b>(61,484,147)</b>	<b>49,049,216</b>	<b>(59,128,728)</b>
<b>Operating (losses)/profit</b>	<b>(54,467)</b>	<b>612,838</b>	<b>13,273,019</b>	<b>707,015</b>	<b>—</b>	<b>14,538,405</b>
Share of income from subsidiaries and VIEs <sup>(2)</sup>	12,147,129	13,574,165	153,181	—	(25,874,475)	—
Other income	(29,908)	(1,052,946)	1,673,907	242,626	—	833,679
<b>Income before tax</b>	<b>12,062,754</b>	<b>13,134,057</b>	<b>15,100,107</b>	<b>949,641</b>	<b>(25,874,475)</b>	<b>15,372,084</b>
Income tax	—	(1,199,158)	(1,605,065)	(237,626)	—	(3,041,849)
<b>Net income from continuing operations</b>	<b>12,062,754</b>	<b>11,934,899</b>	<b>13,495,042</b>	<b>712,015</b>	<b>(25,874,475)</b>	<b>12,330,235</b>
Less: Accretion and deemed dividends in connection with repurchase of redeemable noncontrolling interests	—	(787,029)	—	—	—	(787,029)
Net loss attributable to noncontrolling interests <sup>(2)</sup>	—	—	—	—	519,548	519,548
<b>Net income from continuing operations attributable to the company's shareholders</b>	<b>12,062,754</b>	<b>11,147,870</b>	<b>13,495,042</b>	<b>712,015</b>	<b>(25,354,927)</b>	<b>12,062,754</b>



	Year Ended December 31, 2021					Consolidated totals
	NetEase, Inc.	Other Subsidiaries	Primary Beneficiaries of VIEs	VIEs and their subsidiaries	Eliminating adjustments	
	<i>(in thousands)</i>					
<b>Net revenues</b>						
Third-party revenues	—	11,231,687	1,967,818	74,406,521	—	87,606,026
Intra-Group revenues related to technical consulting and related service <sup>(3)</sup>	—	893,686	55,928,796	—	(56,822,482)	—
Other intra-Group revenues <sup>(4)</sup>	—	1,481,060	1,898,873	808,648	(4,188,581)	—
<b>Total net revenues</b>	—	<b>13,606,433</b>	<b>59,795,487</b>	<b>75,215,169</b>	<b>(61,011,063)</b>	<b>87,606,026</b>
<b>Cost of revenues and operating expenses</b>						
Third-party cost of revenue and operating expenses	(144,741)	(12,099,429)	(41,293,111)	(17,651,675)	—	(71,188,956)
Intra-Group cost of revenues and operating expenses related to technical consulting and related services <sup>(3)</sup>	—	—	—	(56,822,482)	56,822,482	—
Other intra-Group cost of revenues and operating expenses <sup>(4)</sup>	—	(1,837,295)	(2,182,436)	(168,850)	4,188,581	—
<b>Total cost of revenues and operating expenses</b>	<b>(144,741)</b>	<b>(13,936,724)</b>	<b>(43,475,547)</b>	<b>(74,643,007)</b>	<b>61,011,063</b>	<b>(71,188,956)</b>
<b>Operating (losses)/profit</b>	<b>(144,741)</b>	<b>(330,291)</b>	<b>16,319,940</b>	<b>572,162</b>	—	<b>16,417,070</b>
Share of income/(losses) from subsidiaries and VIEs <sup>(2)</sup>	16,275,271	16,114,107	(52,063)	—	(32,337,315)	—
Other income	735,648	1,729,248	1,898,499	323,994	—	4,687,389
<b>Income before tax</b>	<b>16,866,178</b>	<b>17,513,064</b>	<b>18,166,376</b>	<b>896,156</b>	<b>(32,337,315)</b>	<b>21,104,459</b>
Income tax	(9,336)	(1,533,115)	(2,313,961)	(271,857)	—	(4,128,269)
<b>Net income from continuing operations</b>	<b>16,856,842</b>	<b>15,979,949</b>	<b>15,852,415</b>	<b>624,299</b>	<b>(32,337,315)</b>	<b>16,976,190</b>
Less: Accretion and deemed dividends in connection with repurchase of redeemable noncontrolling interests	—	(536,981)	—	—	—	(536,981)
Net loss attributable to noncontrolling interests <sup>(2)</sup>	—	—	—	27,777	389,856	417,633
<b>Net income from continuing operations attributable to the company's shareholders</b>	<b>16,856,842</b>	<b>15,442,968</b>	<b>15,852,415</b>	<b>652,076</b>	<b>(31,947,459)</b>	<b>16,856,842</b>
	<b>Year Ended December 31, 2019</b>					
	<i>(in thousands)</i>					
<b>Cash flows from operating activities:</b>						
Net cash (used in)/provided by transactions with third-parties	(272,584)	1,360,634	(21,804,610)	37,627,531	—	16,910,971
Net cash provided by/(used in) transactions with intra-Group companies related to technical consulting and related service	—	52,430	37,495,732	(37,548,162)	—	—
Dividends received from subsidiaries and VIEs <sup>(5)</sup>	—	17,823,209	312,356	—	(18,135,565)	—
Net cash provided by/(used in) other transactions with intra-Group companies	546	(1,322,007)	1,650,217	(328,756)	—	—
<b>Net cash (used in)/provided by continuing operating activities</b>	<b>(272,038)</b>	<b>17,914,266</b>	<b>17,653,695</b>	<b>(249,387)</b>	<b>(18,135,565)</b>	<b>16,910,971</b>
Net cash provided by discontinued operating activities	—	—	—	—	—	305,487
<b>Net cash provided by operating activities</b>						<b>17,216,458</b>
<b>Cash flows from investing activities:</b>						
Net cash used in transactions with third-parties	689,775	(15,078,656)	(6,420,448)	(495,160)	—	(21,304,489)
Loans made to intra-Group companies <sup>(6)</sup>	(6,741,368)	(39,562,068)	(520,968)	—	46,824,404	—
Loans repaid by intra-Group companies <sup>(6)</sup>	6,169,304	30,663,087	338,385	—	(37,170,776)	—
Other investing activities with intra-Group companies <sup>(7)</sup>	(2,196,344)	(5,330,867)	(26,800)	—	7,554,011	—
<b>Net cash used in continuing investing activities</b>	<b>(2,078,633)</b>	<b>(29,308,504)</b>	<b>(6,629,831)</b>	<b>(495,160)</b>	<b>17,207,639</b>	<b>(21,304,489)</b>
Net cash used in by discontinued investing activities	—	—	—	—	—	(832,252)
<b>Net cash used in by investing activities</b>						<b>(22,136,741)</b>
<b>Cash flows from financing activities:</b>						
Net cash (used in)/provided by transactions with third-parties	(6,546,822)	7,629,347	—	—	—	1,082,525
Cash dividend paid to intra-Group companies <sup>(5)</sup>	—	(312,356)	(17,823,209)	—	18,135,565	—
Loans received from intra-Group companies <sup>(6)</sup>	39,562,068	7,154,116	—	108,220	(46,824,404)	—
Loans repaid to intra-Group companies <sup>(6)</sup>	(30,663,087)	(6,466,989)	—	(40,700)	37,170,776	—
Other financing activities with intra-Group companies <sup>(7)</sup>	—	2,264,633	5,330,378	(41,000)	(7,554,011)	—
<b>Net cash provided by/(used in) financing activities</b>	<b>2,352,159</b>	<b>10,268,751</b>	<b>(12,492,831)</b>	<b>26,520</b>	<b>927,926</b>	<b>1,082,525</b>

	Year Ended December 31, 2020					Consolidated totals
	NetEase, Inc.	Other Subsidiaries	Primary Beneficiaries of VIEs	VIEs and their subsidiaries	Eliminating adjustments	
<i>(in thousands)</i>						
<b>Cash flows from operating activities:</b>						
Net cash (used in)/provided by transactions with third-parties	(194,942)	1,635,791	(28,158,415)	51,605,737	—	24,888,171
Net cash provided by/(used in) transactions with intra-Group companies related to technical consulting and related service	—	615,848	48,819,494	(49,435,342)	—	—
Dividends received from subsidiaries and VIEs <sup>(5)</sup>	—	16,740,894	211,397	—	(16,952,291)	—
Net cash provided by/(used in) other transactions with intra-Group companies	6,262	(491,951)	984,627	(498,938)	—	—
<b>Net cash (used in)/provided by continuing operating activities</b>	<b>(188,680)</b>	<b>18,500,582</b>	<b>21,857,103</b>	<b>1,671,457</b>	<b>(16,952,291)</b>	<b>24,888,171</b>
<b>Cash flows from investing activities:</b>						
Net cash provided by/(used in) transactions with third-parties	140,132	(23,391,441)	(5,677,332)	(263,766)	—	(29,192,407)
Loans made to intra-Group companies <sup>(6)</sup>	(22,462,321)	(10,430,181)	(1,281,500)	—	34,174,002	—
Loans repaid by intra-Group companies <sup>(6)</sup>	15,063,738	10,483,515	312,641	—	(25,859,894)	—
Other investing activities with intra-Group companies <sup>(7)</sup>	(26,582)	(1,775,904)	(143,200)	—	1,945,686	—
<b>Net cash used in continuing investing activities</b>	<b>(7,285,033)</b>	<b>(25,114,011)</b>	<b>(6,789,391)</b>	<b>(263,766)</b>	<b>10,259,794</b>	<b>(29,192,407)</b>
<b>Cash flows from financing activities:</b>						
Net cash provided by transactions with third-parties	8,382,233	1,530,854	—	—	—	9,913,087
Cash dividend paid to intra-Group companies <sup>(5)</sup>	—	(211,397)	(16,740,894)	—	16,952,291	—
Loans received from intra-Group companies <sup>(6)</sup>	8,584,139	23,471,981	1,781,549	336,333	(34,174,002)	—
Loans repaid to intra-Group companies <sup>(6)</sup>	(9,648,833)	(15,303,935)	(834,682)	(72,444)	25,859,894	—
Other financing activities with intra-Group companies <sup>(7)</sup>	—	159,825	1,775,861	10,000	(1,945,686)	—
<b>Net cash provided by/(used in) financing activities</b>	<b>7,317,539</b>	<b>9,647,328</b>	<b>(14,018,166)</b>	<b>273,889</b>	<b>6,692,497</b>	<b>9,913,087</b>
<b>Year Ended December 31, 2021</b>						
	NetEase, Inc.	Other Subsidiaries	Primary Beneficiaries of VIEs	VIEs and their subsidiaries	Eliminating adjustments	Consolidated totals
<i>(in thousands)</i>						
<b>Cash flows from operating activities:</b>						
Net cash (used in)/provided by transactions with third-parties	(117,844)	221,977	(36,449,437)	61,272,031	—	24,926,727
Net cash provided by/(used in) transactions with intra-Group companies related to technical consulting and related service	—	1,070,594	58,368,958	(59,439,552)	—	—
Dividends received from subsidiaries and VIEs <sup>(5)</sup>	731,250	6,510,526	—	—	(7,241,776)	—
Net cash (used in)/ provided by other transactions with intra-Group companies	(381)	87,037	196,965	(283,621)	—	—
<b>Net cash provided by continuing operating activities</b>	<b>613,025</b>	<b>7,890,134</b>	<b>22,116,486</b>	<b>1,548,858</b>	<b>(7,241,776)</b>	<b>24,926,727</b>
<b>Cash flows from investing activities:</b>						
Net cash used in transactions with third-parties	127,015	4,315,478	(11,481,357)	(39,430)	—	(7,078,294)
Loans made to intra-Group companies <sup>(6)</sup>	(5,549,688)	(21,611,930)	(783,842)	—	27,945,460	—
Loans repaid by intra-Group companies <sup>(6)</sup>	8,730,730	6,749,175	272,944	—	(15,752,849)	—
Other investing activities with intra-Group companies <sup>(7)</sup>	(1,307,026)	(604,322)	(4,600)	—	1,915,948	—
<b>Net cash provided by/(used in) continuing investing activities</b>	<b>2,001,031</b>	<b>(11,151,599)</b>	<b>(11,996,855)</b>	<b>(39,430)</b>	<b>14,108,559</b>	<b>(7,078,294)</b>
<b>Cash flows from financing activities:</b>						
Net cash (used in)/provided by transactions with third-parties	(15,854,237)	3,246,955	700,000	(678,287)	—	(12,585,569)
Cash dividend paid to intra-Group companies <sup>(5)</sup>	—	—	(6,510,526)	(731,250)	7,241,776	—
Loans received from intra-Group companies <sup>(6)</sup>	19,965,792	6,137,790	1,646,137	195,741	(27,945,460)	—
Loans repaid to intra-Group companies <sup>(6)</sup>	(6,749,175)	(8,916,374)	—	(87,300)	15,752,849	—
Other financing activities with intra-Group companies <sup>(7)</sup>	—	1,311,504	604,444	—	(1,915,948)	—
<b>Net cash (used in)/provided by financing activities</b>	<b>(2,637,620)</b>	<b>1,779,875</b>	<b>(3,559,945)</b>	<b>(1,301,096)</b>	<b>(6,866,783)</b>	<b>(12,585,569)</b>

Note:

- (1) It represents the elimination of intercompany balances among NetEase, Inc., other subsidiaries, primary beneficiary of VIEs, and VIEs and their subsidiaries.
- (2) It represents the elimination of the investments among NetEase, Inc., other subsidiaries, primary beneficiary of VIEs, and VIEs and their subsidiaries.
- (3) It represents the elimination of the intercompany technical consulting and related service charges at the consolidation level.
- (4) It represents the elimination of the other intercompany activities at the consolidation level.
- (5) It represents the elimination of the dividends payment at the consolidation level.
- (6) It represents the elimination of intra-Group loans related cash activities among NetEase, Inc., other subsidiaries, primary beneficiary of VIEs, and VIEs and their subsidiaries.
- (7) It represents the elimination of other investing and financing activities among NetEase, Inc., other subsidiaries, primary beneficiary of VIEs, and VIEs and their subsidiaries.

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

NetEase, Inc.'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. See “—Management of Capital Resources” above.

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 State Administration of Foreign Exchange (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 government may take measures at its discretion 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 investors in 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 Youdao, Inc. 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.”

### **C. Research and Development, Patents and Licenses, etc.**

We believe that an integral part of our future success will depend on our ability to develop and enhance our services. Our product development efforts and strategies consist of incorporating new technologies from third parties as well as continuing to develop our own proprietary technology.

We have utilized and will continue to utilize the products and services of third parties to enhance our platform of technologies and services to provide competitive and diverse online game, education and other innovative services to our users. In addition, we plan to continue to expand our technologies, products and services and registered user base through diverse online community products and services developed internally, particularly with respect to our online game services. We will seek to continually improve and enhance our existing services to respond to rapidly evolving competitive and technological conditions. For the years 2019, 2020 and 2021, we spent RMB8,413.2 million, RMB10,369.4 million and RMB14,076.0 million (US\$2,208.8 million), respectively, on research and development activities.

### **D. Trend Information**

Other than as described elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material adverse effect on our revenue, income from continuing operations, profitability, liquidity or capital resources, or that would cause our reported financial information not necessarily to be indicative of future operation results or financial condition.

## **E. Critical Accounting Estimates**

The preparation of our consolidated financial statements requires our management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements, which have been prepared in accordance with United States of America generally accepted accounting principles (“U.S. GAAP”). Our management periodically re-evaluates these estimates and assumptions based on historical experience and other factors, including expectations of future events that they believe to be reasonable under the circumstances. Actual results may differ significantly from those estimates and assumptions. We have identified the following accounting policies and estimates as the most critical to an understanding of our financial position and results of operations, because the application of these policies requires significant and complex management estimates, assumptions and judgment, and the reporting of materially different amounts could result if different estimates or assumptions were used or different judgments were made.

We consider an accounting estimate to be critical if: (1) the accounting estimate requires us to make assumptions about matters that were highly uncertain at the time the accounting estimate was made, and (2) 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, please see “Notes to the Consolidated Financial Statements – Note 2 Principal Accounting Policies”. You should read the following description of critical accounting estimates in conjunction with our consolidated financial statements and other disclosures included in this annual report.

### **Estimate of average playing period of paying players**

We operate mobile games and PC games. We are the principal of all games we operate, including both in-house developed games and licensed games. As all these games are hosted on our servers, we have the pricing discretion, and are responsible for the sale and marketing of the games as well as any related customer services.

Most of our game revenues are generated from the sale of in-game virtual items and revenues of certain online games in-game virtual items are recognized ratably over the respective estimated average playing period of paying players in these games.

Nature of Estimates Required – average playing period of paying players. The average playing period of paying player is subjected to period assessment. Considering the events or circumstances may change that indicate the change of the estimate, we assessed the average playing period of paying player on a quarterly basis. We make a qualitative and quantitative assessment to determine the average playing period of paying players for each game. If a qualitative and quantitative assessment identifies the change of the average playing period of paying players based on newly available paying players information, we may prospectively apply the change of estimate.

Assumptions Used. Changes in assumptions or estimates can materially affect average playing period of paying players and, therefore, can affect the test results. The following are key assumptions we use in making the average playing period of paying player for each game:

- **Players’ churn rates.** A churn rate is calculated starting from the point-in-time when related in-game virtual items are delivered to the paying players’ accounts and track populations of paying players who made their initial purchases during the interval period (the “Cohort”). Then, we track the number of paying players from each Cohort who left subsequent to their initial purchase. We make assumptions about the future players’ churn rate to the ending point of a paying player’s lifespan beyond the date for which observable data available and extrapolate the actual observed churn rate to arrive at an estimated weighted average playing period for paying players of the selected games.
- **Similarities between new games and existing games.** We make assumption regarding similarities between new games and existing games included in and affected our assumptions regarding playing patterns for paying users for other games with similar characteristics and playing patterns of paying players. These assumptions include, but not limited to, targeted players, purchasing frequency, acceptance and popularity of expansion packs, promotional events launched and market conditions.

In connection with our periodic reviews of the estimate, the assumptions are evaluated accordingly considering historical players' churn rates, playing patterns for paying players and management judgment. Updates to these assumptions will impact the estimate of average playing period of paying players and the revenue recognized accordingly. If the estimate of average playing period of paying players is extended, the revenue will be recognized over a longer period and vice versa. See Note 2(c)(i) of the Notes to the Consolidated Financial Statements for more information.

### **Impairment of long-term investments**

For investments in common stock or in-substance common stocks issued by privately-held companies over which we did not have significant influence, and investments in privately-held companies' shares that are not common stock or in-substance common stocks, as these securities do not have readily determinable fair value, we measure these investments at cost, less impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the same or a similar investment in the same issuer (referred to as Measurement Alternative).

Investments in common stock or in-substance common stock of investees and limited-partnership investments in which we are in a position to exercise significant influence by participating in, but not controlling or jointly controlling, the financial and operating policies are accounted for using the equity method.

*Nature of Estimates Required – Impairment assessment of equity method investments and long-term equity investments without readily determinable fair values.* We regularly evaluate the impairment of the investments in equity method investments and privately-held companies without readily determinable fair value at each balance sheet date, or more frequently if events or circumstances indicate that the carrying amount may not be recoverable. For equity method investments, we consider an investment impaired when events or circumstances suggest the carrying amount may not be recoverable. For equity investments without readily determinable fair value for which we have elected to use the measurement alternative, we make a qualitative assessment of whether the investment is impaired at each reporting date, applying significant judgement in considering various events and factors.

*Assumptions and Approach Used – Impairment assessment.* The approach we used to assess investment impairment are based on assumptions and management judgement in considering various factors and events. The events or circumstances and factors we consider for the impairment assessment including (i) adverse performance and cash flow forecasts of investees; (ii) adverse industry developments affecting investees; and (iii) adverse regulatory, social, economic or other developments affecting investees. Many of the factors used in assessing performance and financial position of the investee are outside the control of management, and these assumptions and judgement may change in future periods.

*Assumptions and Approach Used – Fair value of the investees.* If the assessment indicates that there's impairment indicator, we estimate the investment's fair value in accordance with the principles of ASC 820. We measure the fair value of the investees based on income approach or market approach.

Income approach uses cash flow projections. Inherent in the investees' development of cash flow projections are assumptions and estimates derived from a review of the investees' operating results, business plan forecasts, expected growth rates, and cost of capital, similar to those a market participant would use to assess fair value. We also make certain assumptions about future economic conditions and other data. Many of the factors used in assessing fair value are outside the control of management, and these assumptions and estimates may change in future periods.

The market approach is another method for measuring the fair value of the investment relies on the market value (i.e., market capitalization) of companies that are engaged in the same or similar investment of investees being evaluated. In addition, to the extent available we also consider third-party valuations that were prepared for other business purposes.

*Assumptions used in Income Approach:* The following are key assumptions we use in making cash flow projections:

- *Business projections.* We make assumptions about the investees' business in the marketplace. These assumptions drive our planning assumptions for each revenue streams. We also make assumptions about cost levels (e.g., capacity utilization, cost performance). These projections are derived using investees' business plan forecasts.

- *Long-term growth rate.* A growth rate is used to calculate the terminal value of the business and is added to the present value of the debt-free interim cash flows. The growth rate is the expected rate at which the investees' business unit's earnings stream is projected to grow beyond the planning period.
- *Discount rate.* When measuring possible impairment, future cash flows are discounted at a rate that is consistent with a weighted-average cost of capital that we anticipate a potential market participant would use. Weighted-average cost of capital is an estimate of the overall risk-adjusted pre-tax rate of return expected by equity and debt holders of a business enterprise.
- *Economic projections.* Assumptions regarding general economic conditions are included in and affect our assumptions regarding industry sales and pricing estimates for the investees' business. These macroeconomic assumptions include, but are not limited to, regulatory, economic, or technological development, inflation, interest rates, customer preference, and foreign currency exchange rates.

*Assumptions used in Market Approach:* The following are key assumptions we use in market approach:

- *Selection of comparable companies and multiples.* We make selection of listed comparable companies and appropriate multiples by taking into account of the main businesses, the scale and the business performance, development stage, product mix, financial position of these companies and the investees.
- *Timing and probabilities of different scenarios.* Timing and probabilities of different scenarios such as redemption, liquidation and IPO are based on our best estimate.
- *Estimated volatility rate.* Estimated volatility rate was estimated based on annualised standard deviation of the daily return embedded in historical stock prices of comparable companies with a time horizon close to the expected term.
- *Risk-free rate.* We determined the risk-free rate based on the interest rate of different government bonds with a time horizon close to expected term. The selections of government bonds are made mainly based on the financing currency of the investee and the country where the main operation of the investee take place.
- *Discount for lack of marketability ("DLOM").* The DLOM was estimated based on the option-pricing method. Under this method, the cost of put option, which can hedge the price change before the privately held share can be sold, was considered as a basis to determine the lack of marketability discount.

For equity method investments, we recognize the impairment charge in the consolidated statements of operations and comprehensive income for a decline in value that is determined to be other than temporary. For long-term equity investments without readily determinable fair values, we record an impairment in the consolidated statements of operations and comprehensive income to the extent the carrying amount exceeds the fair value. To make judgements as to whether a decline in value of equity method investments was other than temporary, we mainly consider the length of time and the extent to which the market value has been less than cost and the financial condition and near-term prospects of the investee.

Changes in assumptions or estimates can materially affect the fair value measurement of the investment and, therefore, can affect the test results. For the year ended December 31, 2021, totally RMB 24.6 million investment impairment were charged. See Note 11 of Notes to the Consolidated Financial Statements for more information.

## Item 6. Directors, Senior Management and Employees

### A. Directors and Senior Management

The names of our directors and executive officers, their ages as of March 31, 2022 and the principal positions with NetEase held by them are as follows:

Name	Age	Position
William Lei Ding	50	Director and Chief Executive Officer
Charles Zhaoxuan Yang	38	Chief Financial Officer
Alice Yu-Fen Cheng <sup>(1)</sup>	60	Independent Director
Denny Ting Bun Lee	54	Independent Director
Joseph Tze Kay Tong <sup>(1)</sup>	59	Independent Director
Lun Feng	62	Independent Director
Michael Man Kit Leung <sup>(1)</sup>	68	Independent Director

(1) Alice Cheng, Joseph Tong and Michael Leung are members of the audit, compensation, nominating and environmental, social and governance (ESG) committee.

### Biographical Information

*Lei Ding*, also known as *William Lei Ding*, our founder, has served as our director since July 1999 and as our chief executive officer since November 2005. From March 2001 until November 2005, Mr. Ding served as our chief architect, and from June 2001 until September 2001, he served as our acting chief executive officer and acting chief operating officer. From July 1999 until March 2001, Mr. Ding served as co-chief technology officer, and from July 1999 until April 2000, he also served as our interim chief executive officer. Mr. Ding established Guangzhou NetEase and Shanghai EaseNet, our affiliates, in June 1997 and January 2008. Mr. Ding holds a Bachelor of Science degree in Communication Technology from the University of Electronic Science and Technology of China.

*Charles Zhaoxuan Yang* has served as our chief financial officer since June 2017. Prior to joining us, Mr. Yang was an executive director of the China technology, media and telecommunications, and corporate finance team at J.P. Morgan Securities (Asia Pacific) Limited and based in Hong Kong for almost a decade. Mr. Yang currently serves as an independent director on the boards of So-Young International Inc. (stock code: SY) and Kanzhun Ltd. (stock code: BZ), which are listed on the Nasdaq. Mr. Yang holds a master's degree in Business Administration from the University of Hong Kong, and a bachelor's degree from Wesleyan University with majors in Economics and Mathematics. Mr. Yang is a Certified Public Accountant licensed in the State of Michigan.

*Alice Yu-Fen Cheng*, also known as *Alice Cheng*, has served as our director since June 2007. From 2005 to 2021, Ms. Cheng served as the chief financial officer of BBK Electronics Corp., Ltd., a PRC-based manufacturer of audio-visual equipment. From 2010 to 2013, Ms. Cheng served as a supervisor of Wistron Information Technology Corporation in Taiwan, an information technology company with operations in Taiwan, China and Japan. From 2002 to 2005, Ms. Cheng served as financial controller of Wistron Corporation, a Taiwanese original design manufacturer of notebook computers and other electronics. Prior to that, Ms. Cheng held various positions with Acer Inc., a Taiwanese computer manufacturer, culminating in the position of financial controller. Ms. Cheng received a Bachelor of Accounting from the Chinese Culture University in Taiwan in 1983 and a Masters of Business Administration from the Thunderbird School of Global Management in Arizona in 2003; Ms. Cheng is also licensed as a certified public accountant in Taiwan and the PRC.

*Denny Ting Bun Lee*, also known as *Denny Lee*, has served as our director since April 2002. Mr. Lee previously served as our chief financial officer from April 2002 until June 2007 and our financial controller from November 2001 until April 2002. Prior to joining our company, Mr. Lee worked in the Hong Kong office of KPMG for more than ten years. Mr. Lee graduated with a Professional Diploma in Accounting from the Hong Kong Polytechnic University in November 1990, and is a member of the Hong Kong Institute of Certified Public Accountants, and the Association of Chartered Certified Accountants. Mr. Lee currently serves as the chairman of the audit committees and an independent non-executive director on the boards of New Oriental Education & Technology Group Inc., (stock code: EDU), NIO Inc. (stock code: NIO), and Jianpu Technology Inc. (stock code: JT), which are listed on the New York Stock Exchange, as well as China Metal Resources Utilization Limited, which is listed on the Hong Kong Stock Exchange (stock code: 1636).

*Joseph Tze Kay Tong*, also known as *Joseph Tong*, has served as our director since March 2003. From January 2003 to November 2021, Mr. Tong was a director of Parworld Investment Management Limited, which provides financial and investment advisory services. From December 2002 until April 2004, Mr. Tong was engaged in establishing offices and operations in Hong Kong and China, setting up accounting and internal control policies and overseeing the overall operations for TLM Apparel Co., Ltd., a garment trading company operating in Hong Kong and China which he co-founded. Prior to that, from September 2000 to September 2002, Mr. Tong was the e-commerce director of the Asia Region for Universal Music Limited where he was responsible for forming e-business development strategies and overseeing new promotional opportunities. Mr. Tong received a Bachelor of Social Science degree with honors in Accounting and Statistics from the University of Southampton, England. He is a member of the American Institute of Certified Public Accountants, an associate member of the Hong Kong Institute of Certified Public Accountants.

*Lun Feng* has served as our director since July 2005. Mr. Feng served as the chairman and/or director of Vantone Holdings Co., Ltd., a private real estate investment company in China, from 1993 to 2017. Mr. Feng currently is the executive director of Beijing Sifang Yufeng Investment Co., Ltd., an investment firm in China. Mr. Feng serves as an independent director on the boards of Youzu Interactive Co., Ltd. (stock code: 002174), which is listed on the Shenzhen Stock Exchange, as well as Bank of Xi'an Co., Ltd. (stock code: 600928) and Shanghai Xinnanyang Only Education & Technology Co., Ltd. (stock code: 600661), both of which are listed on the Shanghai Stock Exchange. Mr. Feng also serves as a director of Shanghai Cura Investment & Management Co., Ltd. Mr. Feng was an independent non-executive director on the board of China Everbright Bank Company Limited (stock code: 6818), a company dual listed on the Hong Kong Stock Exchange and the Shanghai Stock Exchange, until May 2021; Mr. Feng was also an independent non-executive director of Haitong Securities Co., Ltd. (stock code: 6837) from December 2014 to June 2019. Mr. Feng has a Juris Doctor from the Chinese Academy of Social Sciences, a Masters of Law degree from the Party School of the Chinese Communist Party, and a Bachelor of Arts in Economics from Northwest University.

*Michael Man Kit Leung*, also known as *Michael Leung*, has served as our director since July 2002. Mr. Leung was a responsible officer of Grand Moore Capital Limited from September 2019 to November 2021. Mr. Leung was appointed executive director of Unitas Holdings Limited (stock code: 8020) from September 2011 to November 2018, and served as a responsible officer from May 2011 to November 2018 of Chanceton Capital Partners Limited, a subsidiary of Unitas Holdings Limited. Previously, Mr. Leung was a director of Emerging Markets Partnership (Hong Kong) Limited, the principal adviser to the AIG Infrastructure Fund L.P., in 1999. Mr. Leung also held senior positions in the Hong Kong Branch of the Swiss Bank Corporation, SG Securities (HK) Limited (formerly known as Crosby Securities (Hong Kong) Limited) and Peregrine Capital Limited. Mr. Leung currently is an independent non-executive director and chairman of the audit committee for Orange Sky Golden Harvest Entertainment (Holdings) Limited (stock code: 1132) and Luye Pharma Group Ltd. (stock code: 2186), all of which are companies listed on the Hong Kong Stock Exchange. Mr. Leung also serves as an independent non-executive director on the board of China Ting Group Holdings Limited (stock code: 3398), a company listed on the Hong Kong Stock Exchange. Mr. Leung was previously an independent non-executive director and chairman of the audit committee of China Electronics Optics Valley Union Holding Company Limited (stock code: 0798) from March 2014 to May 2020 and China Huiyuan Juice Group Limited (stock code: 1886) from 2012 to 2019, both of which are companies listed on the Hong Kong Stock Exchange. Mr. Leung received a Bachelor's Degree in Social Sciences from the University of Hong Kong in October 1977 with a major in Accounting, Management and Statistics.

#### **Relationships Among Directors or Executive Officers; Right to Nominate Directors**

There are no family relationships among any of the directors or executive officers of our company. None of our directors were nominated pursuant to a contractual or other right.



**Board Diversity**

<b>Board Diversity Matrix (As of March 31, 2022)</b>				
Country of Principal Executive Offices	China			
Foreign Private Issuer	Yes			
Disclosure Prohibited under Home Country Law	No			
Total Number of Directors	6			
	<b>Female</b>	<b>Male</b>	<b>Non-Binary</b>	<b>Did Not Disclose Gender</b>
<b>Part I: Gender Identity</b>				
Directors	1	5	-	-
<b>Part II: Demographic Background</b>				
Underrepresented Individual in Home Country Jurisdiction	1			
LGBTQ+	-			
Did Not Disclose Demographic Background	-			

**B. Compensation**

**Executive Officer and Director Compensation**

In 2021, we paid our executive officers and directors aggregate cash compensation of RMB21.5 million (US\$3.4 million). In 2021, we also granted restricted share unit awards under our 2019 RSU Plan (described below) to each of our independent directors which vested on March 1, 2022. ADRs, representing less than 1% of our total outstanding ordinary shares, were given to the directors in settlement of such awards upon vesting.

In 2021, we also granted restricted share unit awards under our 2019 RSU Plan to our Chief Financial Officer, which will represent less than 1% of our total outstanding ordinary shares upon vesting. In addition, prior to 2021, certain of our subsidiaries, including Youdao and Cloud Music, granted certain options pursuant to their respective share incentive plans to our Chief Financial Officer which are exercisable for ordinary shares of those subsidiaries representing less than 1% of their total outstanding shares.

**Director Indemnification Agreements**

All of our current directors have entered into indemnification agreements in which we agree to indemnify, to the fullest extent allowed by Cayman Islands law, our charter documents or other applicable law, those directors from any liability or expenses, unless the liability or expense arises from the director's own willful negligence or willful default. The indemnification agreements also specify the procedures to be followed with respect to indemnification.

We do not have service contracts with any of our directors which provide for benefits upon termination.

**Employment Agreements**

We have entered into employment and related agreements with each of our executive officers. These agreements include: (i) a covenant that prohibits the executive officer from engaging in any activities that compete with our business during and for one to two years after their employment with us, (ii) a requirement that executive officers assign all rights in company-related inventions to us and to keep our proprietary information confidential, and (iii) provisions for severance payments in the event the executive officer is terminated without cause or resigns for good reason.

## **Restricted Share Unit Plans**

### **General**

We have two restricted share unit plans. We refer to these collectively as our RSU Plans. Our board approved our 2009 Restricted Share Unit Plan, or 2009 RSU Plan, in November 2009. The 2009 RSU Plan expired in November 2019 in accordance with its terms, such that no new awards may be granted under this plan although outstanding awards granted previously will remain governed by it. Our board approved our 2019 Restricted Share Unit Plan, or the 2019 RSU Plan, in October 2019, as a replacement for the 2009 RSU Plan.

The purpose of our RSU Plans is to attract and retain the best available personnel, to provide additional incentive to employees, directors and consultants and to promote the success of our business. The RSU Plans provide for the granting of incentive awards of restricted share units, which may or may not be granted with dividend equivalent rights. Participants under the RSU Plans will not receive any account status reports.

The RSU Plans are not subject to the Employee Retirement Income Security Act of 1974, as amended, and neither of the RSU Plans a “qualified plan” within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended.

### **Plan Administration**

Our board has designated our compensation committee to administer the RSU Plans, and it may designate one or more of our officers to exercise its authority thereunder from time to time.

### **Securities Subject to the RSU Plans**

The maximum aggregate number of our ordinary shares which are issuable pursuant to all awards under the 2009 RSU Plan is 323,694,050 ordinary shares.

The maximum aggregate number of our ordinary shares which may be issued pursuant to all awards under the 2019 RSU Plan is 322,458,300 ordinary shares. Such ordinary shares may, in whole or in part, be authorized but unissued shares or shares that will have been or may be reacquired by us. It is anticipated that all future awards to our employees, directors and consultants will be granted pursuant to the 2019 RSU Plan or any other future plan adopted by our board and, if appropriate, our shareholders.

The 2009 RSU Plan provides that in the event of certain corporate transactions, including specified types of mergers and acquisition transactions, each outstanding award granted under the 2009 RSU Plan shall automatically become fully vested and be released from any restrictions on transfer and repurchase or forfeiture rights, immediately prior to the specified effective date of such corporate transaction, unless the award is assumed by the successor company or its parent company in connection with the corporate transaction. Upon consummation of such corporate transactions, each outstanding award shall be terminated unless the award is assumed by the successor company or its parent company in connection with the applicable corporate transaction. Our board will determine whether an award was assumed in the manner contemplated by the 2009 RSU Plan.

The 2019 RSU Plan provides that in the event of certain corporate transactions, including specified types of mergers and acquisition transactions, the administrator may (a) accelerate the vesting, in whole or in part, of any award; (b) purchase any award for an amount of cash or ordinary shares of our company equal to the value that could have been attained upon the exercise of the award or the realization of the plan participant’s rights had the award been currently exercisable or payable or fully vested; or (c) provide for the assumption, conversion or replacement of any award by the successor corporation, or a parent or subsidiary of the successor corporation, with other rights or property selected by the plan administrator in its sole discretion, or the assumption or substitution of the award by the successor or surviving corporation, or a parent or subsidiary of the surviving or successor corporation, with appropriate adjustments as to the number and kind of shares and prices as the plan administrator deems, in its sole discretion, reasonable, equitable and appropriate.

### **Eligibility**

Awards can be issued to participants in the RSU Plans, which include employees, directors or consultants of us, our subsidiaries, the VIEs and certain other related entities.

### **Awards under the RSU Plans**

Awards under the RSU Plans are evidenced by an award agreement which contains, among other things, such provisions concerning how the restricted share unit may be settled upon vesting and forfeiture upon termination of employment or the consulting arrangement (by reason of death, disability, retirement or otherwise) as have been determined by our board.

Restricted share units do not represent any actual ownership interest in us. The units granted correspond in number and value to a specified number of our ordinary shares. No actual shares are issued. Instead, the units are tracked in a bookkeeping account. The units may be subject to forfeiture provisions to replicate the treatment of restricted shares. The units can ultimately be paid in cash or ordinary shares, as our board determines and as set forth in the applicable award agreement. Dividend equivalents may be paid on the restricted share units. A dividend equivalent right entitles the participant to receive cash compensation measured by the dividends paid with respect to our ordinary shares. The dividend equivalents may be paid out at the time of the dividend or may be credited to the participant's account and converted to additional units.

### **Conditions of Awards**

Our board, either acting directly or through our compensation committee or one or more of our officers, is authorized to determine the provisions, terms and conditions of each award, including, without limitation, the award vesting schedule, repurchase provisions, rights of first refusal, forfeiture provisions, settlement of the award, payment contingencies and satisfaction of any performance criteria established by our board. Partial achievement of the specified criteria may result in a payment or vesting corresponding to the degree of achievement as specified in the award agreement.

### **Amendment; Termination**

Under the RSU Plans, our board may at any time terminate, suspend, or amend the RSU Plans in any respect, except that no termination, suspension or amendment will be effective without shareholder approval if such approval is required to comply with any law, regulation or stock exchange rule and no such change may adversely affect any award previously granted without the written consent of the recipient. The 2009 RSU Plan expired in November 2019 in accordance with its terms. The 2019 RSU Plan will expire in October 2029.

### **Non-Transferability of Awards**

Under the RSU Plans, awards may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or by the laws of descent and distribution and during the lifetime of the participants, to the extent and in the manner provided in the award agreement. The RSU Plans permit the designation of beneficiaries by holders of awards in the event of the participant's death. After any such transfer, the original recipient shall continue to remain subject to the withholding tax requirements described below.

### **Payment of Taxes**

No ordinary shares shall be delivered under the RSU Plans to any participant or other person until such participant or other person has made arrangements acceptable to us regarding payment of Chinese, Cayman Islands, U.S. and any other federal, state, provincial, local or other taxes required by law. Alternatively, we will withhold or collect from the participant an amount sufficient to satisfy such tax obligations.

### **Other Equity Incentive Plans**

Youdao, our subsidiary, adopted its 2015 Share Incentive Plan, or the Youdao Plan, in February 2015 (and amended it in April 2018), under which 10,222,222 ordinary shares of Youdao are reserved for issuance. As of March 31, 2022, options to purchase a total of 5,048,379 ordinary shares are outstanding under the Youdao Plan, and 2,335,217 of such options had vested and become exercisable.

Cloud Music, our subsidiary, adopted its 2016 Share Incentive Plan, or the Cloud Music Plan, in May 2016, under which 15,000,000 ordinary shares of Cloud Music are reserved for issuance. As of March 31, 2022, options to purchase a total of 11,507,100 ordinary shares are outstanding under the Cloud Music Plan, and 8,174,362 of such options had vested and become exercisable.

In addition, certain of our other subsidiaries have adopted their own equity incentive plans, which allow the relevant subsidiaries to grant options or other awards to certain of our employees. The options under the Youdao Plan, the Cloud Music Plan and such other plans expire in four to ten years from the date of grant and either vest or have a vesting commencement date upon certain conditions being met. The awards can become 100% vested on the vesting commencement date, or vest in three, four or five substantially equal annual installments with the first installment vesting on the vesting commencement date.

### **C. Board Practices**

At each annual general meeting of our shareholders, our shareholders are asked to elect the directors nominated to serve for the ensuing year or until their successors are elected and duly qualified or until such director's earlier death, bankruptcy, insanity, resignation or removal. For information regarding the period during which our officers and directors have served in their respective positions, please refer to Item 6.A. "Directors and Senior Management." We have no specific policy with respect to director attendance at our annual general meetings of shareholders, and no director attended the annual general meeting of shareholders held on June 23, 2021.

Each of our non-executive directors has been determined by our board to be "independent" under applicable U.S. regulations, as that term is defined in NASDAQ Marketplace Rule 5606(a)(2) and acts as an "independent non-executive director" of the company for the purpose of the Hong Kong Listing Rules. The company has received an annual confirmation on his/her "independence" from each of the non-executive directors, addressing the factors set out in Rule 3.13 of the Hong Kong Listing Rules, and our board continues to consider all of them to be "independent".

Our board has four committees, the audit committee, the compensation committee, the nominating committee and the ESG committee. Alice Cheng, Joseph Tong, and Michael Leung are currently the members of each of these committees. Michael Leung is the chairperson of the audit committee. The board of directors has determined that Mr. Joseph Tong is an "audit committee financial expert" as defined by Item 16A of Form 20-F. The board of directors has adopted a written audit committee charter pursuant to which the audit committee is responsible for overseeing the accounting and financial reporting processes of our company, including the appointment, compensation and oversight of the work of our independent auditors, monitoring compliance with our accounting and financial policies and evaluating management's procedures and policies relative to the adequacy of our internal accounting controls. For more information regarding the audit committee, please refer to "Audit committee experience and qualification and board oversight" under Item 4. "Business Overview."

The board of directors has adopted a written compensation committee charter pursuant to which the compensation committee is responsible for, among other things, annually reviewing and approving our company's corporate goals and objectives relevant to the compensation of our chief executive officer, evaluating such officer's performance in light of those goals and objectives, and, either as a committee or together with the other independent directors (as directed by our board), determining and approving the chief executive officer's compensation level based on this evaluation. The committee also annually reviews and makes recommendations to the board with respect to non-chief executive officer compensation, incentive compensation plans and equity based plans, administers our incentive compensation plans and equity-based plans as in effect and as adopted from time to time by our board (the board retains, however, the authority to interpret such plans), and approves any new equity compensation plan or any material change to an existing plan where shareholders' approval has not been obtained.

The board of directors has adopted a written nominating committee charter pursuant to which the nominating committee is responsible for monitoring the size and composition of our board and considering and making recommendations to our board with respect to the nominations or elections of directors of our company.

In February 2022, our board of directors approved the establishment of ESG committee responsible for coordinating ESG-related issues and providing recommendations to the board.

The audit, compensation, nominating and ESG committees are composed solely of non-employee directors, as such term is defined in Rule 16b-3 under the Exchange Act and the board of directors has determined that all such members are "independent" as that term is defined in NASDAQ Marketplace Rule 5605(a)(2).

## Compensation Committee Interlocks

No interlocking relationships have existed between our board of directors or compensation committee and the board of directors or compensation committee of any other company.

### D. Employees

As of December 31, 2019, 2020 and 2021, we had 20,797, 28,239 and 32,064 full-time employees, respectively. A substantial majority of our employees are based in China. We believe that we have a good working relationship with our employees, and we have not experienced any significant labor disputes.

The following table sets forth information regarding our staff as of December 31, 2021. Our R&D staff consisted of 15,292 employees as of December 31, 2021.

Online game	16,348
Youdao	6,096
Cloud Music	1,503
Innovative businesses and others	8,117
<b>Total</b>	<b>32,064</b>

All employees of our company and of our affiliated companies are employed under employment contracts which specify, among other things, the employee's responsibilities, remuneration and grounds for termination of employment. Each employee signs a confidentiality agreement in respect of our intellectual property rights.

### E. Share Ownership

The table in this section sets forth certain information known to us with respect to the beneficial ownership as of March 31, 2022 (unless otherwise indicated) by:

- all persons who are beneficial owners of 5% or more of our ordinary shares,
- each of our directors,
- our Chief Executive Officer and Chief Financial Officer, and
- all current directors and executive officers as a group.

As of March 31, 2022, 3,283,990,771 of our ordinary shares were outstanding. The amounts and percentages of ordinary shares beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days. Under these rules, more than one person may be deemed a beneficial owner of securities as to which such person has no economic interest. The shareholders listed below do not have different voting rights.

5% Shareholder	Number of Shares Beneficially Owned	
	Number	Percentage
Shining Globe International Limited/William Lei Ding <sup>(1)</sup> c/o NetEase, Inc., NetEase Building, No. 599 Wangshang Road, Binjiang District, Hangzhou, People's Republic of China 310052.	1,450,300,000	44.2 %

	Number of Shares Beneficially Owned	
	Number	Percentage
Executive Officers and Directors <sup>(2)</sup>		
Charles Zhaoxuan Yang	*	*
Alice Cheng	*	*
Denny Lee	*	*
Joseph Tong	*	*
Lun Feng	*	*
Michael Leung	*	*
All current directors and executive officers as a group (7 persons) <sup>(3)</sup>	1,451,285,435	44.2 %

\* Less than 1%.

- (1) Shining Globe International Limited is the record owner of 1,450,300,000 ordinary shares, consisting of 1,406,000,000 ordinary shares and 8,860,000 ADSs. Shining Globe International Limited is wholly owned by Shining Globe Holding Limited, which is in turn wholly owned by Shining Globe Trust, or the Trust, for which TMF (Cayman) Ltd. acts as the trustee. William Lei Ding, our founder, Chief Executive Officer and a director, is the sole director of Shining Globe International Limited and the settlor of the Trust, retaining the investment and dispositive powers with respect to the assets of the Trust. The beneficiaries of the Trust are William Lei Ding and his family.
- (2) The address of our current executive officers and directors are c/o NetEase Building, No. 599 Wangshang Road, Binjiang District, Hangzhou, People's Republic of China 310052.
- (3) Shares owned by all of our current directors and executive officers as a group includes shares beneficially owned by William Lei Ding. This amount includes ordinary shares and ordinary shares issuable upon the vesting of RSUs held by our directors and executive officers as a group.

As of March 31, 2022, based on public filings with the SEC, there are no major shareholders holding 5% or more of our ordinary shares or ADSs representing ordinary shares, except as described above.

As of March 31, 2022, there were four ordinary shareholders of record with an address in the United States. The Bank of New York Mellon, depositary of our ADS program, held 908,279,665 ordinary shares as of that date, which accounted for 27.7% of our outstanding ordinary shares.

To our knowledge, except as disclosed above, we are not owned or controlled, directly or indirectly, by another corporation, by any foreign government or by any other natural or legal person or persons, severally or jointly.

To our knowledge, there are no arrangements the operation of which may at a subsequent date result in us undergoing a change in control.

Our major shareholders do not have different voting rights than any of our other shareholders.

## Item 7. Major Shareholders and Related Party Transactions

### A. Major Shareholders

Please see Item 6.E. "Directors, Senior Management and Employees—Share Ownership."

## B. Related Party Transactions

### Material VIE Agreements

NetEase, Inc. and certain of its subsidiaries have entered into a series of agreements with Guangzhou NetEase, Hangzhou Leihuo, Youdao Computer, Hangzhou Yuedu and certain other affiliated entities and the shareholders of these entities, under which we provide our computer software, mobile applications, technologies and relevant services to Guangzhou NetEase, Hangzhou Leihuo, Youdao Computer and certain other affiliated entities, and they in turn provide certain of our online games and operate the NetEase websites, our e-commerce platforms, our online advertising business, and e-mail and certain of our other fee-based premium services. We believe that the terms of each agreement are no less favorable than the terms that we could obtain from disinterested third parties and that the shareholders of Guangzhou NetEase, Hangzhou Leihuo, Youdao Computer, Hangzhou Yuedu and certain other affiliated entities will not receive material benefits from these agreements except as shareholders of NetEase. The agreements with Guangzhou NetEase, Hangzhou Leihuo, Youdao Computer and Hangzhou Yuedu are described below.

#### *Agreements relating to Guangzhou NetEase*

William Lei Ding, our Chief Executive Officer, and Xiaojun Hui, our vice president of game development, own 99.0% and 1.0% of the equity interest in Guangzhou NetEase, respectively.

- *Copyright License Agreement between NetEase Beijing and Guangzhou NetEase.* NetEase Information Technology (Beijing) Co.Ltd., or NetEase Beijing, granted Guangzhou NetEase the right to use NetEase Beijing's web page layout in China for a royalty of RMB10,000 per year. NetEase Beijing may waive this fee at any time.
- *Trademark License Agreement between NetEase Beijing and Guangzhou NetEase.* NetEase Beijing granted Guangzhou NetEase a license to use NetEase Beijing's registered trademarks on the NetEase websites in China for license fees of RMB10,000 per year. NetEase Beijing may waive this fee at any time.
- *Cooperative Agreements.* Guangzhou NetEase has entered into cooperative agreements with each of NetEase Beijing, Boguan and NetEase Hangzhou pursuant to which such subsidiaries have agreed to provide the following services:
  - research and development of computer software (including, but not limited to, online games software) and technical support and maintenance for the operation of computer software;
  - technical service for internet media, including, but not limited to, server maintenance and development, update and upgrade of relevant application software; and
  - research and development of electronic publishing technology and relevant technical assistance and support.

Guangzhou NetEase has agreed to pay a monthly service fee to each such subsidiary in accordance with a formula based on their respective expenses incurred. The cooperative agreements with each of NetEase Beijing, Boguan and NetEase Hangzhou were effective from September 1, November 1, and December 1, 2012, respectively, and each will continue to be effective unless any one of the two respective parties terminates such agreement by written notice.

- *Online Advertising Agreement between Guangzhou NetEase and NetEase Advertising.* Guangzhou NetEase sells all of the banner space on the NetEase websites to Beijing NetEase Media Co., Ltd. (previously named Beijing Guangyitong Advertising Co., Ltd.), or NetEase Advertising, and publishes the advertisements provided by NetEase Advertising on the banner space purchased by NetEase Advertising. NetEase Advertising pays Guangzhou NetEase RMB10,000 per year. Guangzhou NetEase may waive this fee at any time.

The term of the foregoing agreement is automatically renewable for successive one year term.

- *Trademark Transfer Agreement between Guangzhou NetEase and NetEase Beijing.* Under this agreement, Guangzhou NetEase transferred its registered trademarks to NetEase Beijing.

- *Supplemental Agreement between NetEase Beijing and Guangzhou NetEase.* NetEase Beijing may not grant the license to use its domain name, copyright and trademark to any third party without Guangzhou NetEase's consent and may not provide technical service to any third party.
- *Shareholder Voting Rights Trust Agreement among NetEase Beijing and the Individual Shareholders of Guangzhou NetEase.* William Lei Ding and Xiaojun Hui agreed to irrevocably appoint NetEase Beijing to represent him to exercise all voting rights to which he is entitled as a shareholder of Guangzhou NetEase. The term of this agreement is 20 years from May 12, 2010. This agreement was amended and novated on May 1, 2014 in connection with Mr. Hui's acquisition of his equity interest in Guangzhou NetEase from a prior shareholder and further amended and restated on November 30, 2015 in connection with the equity transfer of NetEase Advertising to William Lei Ding and Li Li.
- *Agreement between NetEase Beijing and Guangzhou NetEase.* NetEase Beijing agrees to pay the operating costs of Guangzhou NetEase.
- *Letter of Agreement.* Each of William Lei Ding and Xiaojun Hui have agreed that any amendments to be made to the Shareholder Voting Rights Trust Agreement, the Equity Pledge Agreement (described below) and the Loan Agreement (described below), as well as all other agreements to which our company, NetEase Beijing and/or their respective affiliates is a party, on the one hand, and any of their VIEs and/or the shareholders of such entities, on the other hand, shall be subject to the approval by the vote of a majority of our board, excluding the vote of William Lei Ding. Messrs. Ding and Hui have also agreed that, if any amendments to the above-mentioned agreements require a vote of the shareholders of our company or Guangzhou NetEase, as applicable, both of them will vote in their capacity as direct or indirect shareholders of these companies to act based upon the instructions of our board. The term of this agreement is 20 years from May 12, 2010, and this agreement was amended and novated on May 1, 2014 in connection with Mr. Hui's acquisition of his equity interest in Guangzhou NetEase from a prior shareholder and further amended and restated on November 30, 2015 in connection with the equity transfer of NetEase Advertising to William Lei Ding and Li Li.
- *Loan Agreement and Equity Pledge Agreement.* Concurrent with Mr. Hui's acquisition of his equity interest in Guangzhou NetEase from a prior shareholder, Mr. Hui entered into a Loan Agreement and Equity Pledge Agreement with NetEase Beijing, each dated May 1, 2014. Under the Loan Agreement, NetEase Beijing provided Mr. Hui with an interest-free loan in the principal amount of RMB0.2 million to Mr. Hui, which funds were used by Mr. Hui to pay the consideration to acquire such 1.0% equity interest. The loan can be repaid by transferring such 1.0% equity interest to NetEase Beijing or its designee or through such other method as NetEase Beijing shall determine. The term of the loan is 10 years from the date of the agreement and can be extended upon the mutual consent of both parties. Under the Equity Pledge Agreement, Mr. Hui pledges his 1.0% equity interest in Guangzhou NetEase to NetEase Beijing to secure his respective obligations under the Loan Agreement and Shareholder Voting Rights Trust Agreement. Mr. Hui agrees he shall not transfer, pledge or encumber his 1.0% equity interest without the prior written consent of NetEase Beijing. During the term of this agreement, NetEase Beijing is entitled to all dividends and other distributions made by Guangzhou NetEase. The Equity Pledge Agreement will remain binding until Mr. Hui discharges all his obligations under the above-mentioned agreements.

*Agreements relating to Hangzhou Leihuo*

Prior to April 18, 2019, Zhipeng Hu and Tianlei Hu, two of our employees, each owned 50.0% of the equity interest in Hangzhou Leihuo. On April 18, 2019, pursuant to a supplementary agreement of assignment, the equity interest in Hangzhou Leihuo owned by Tianlei Hu and the contractual obligations described below were assigned to Long Cheng, another employee of ours. As of the date of this annual report, each of Zhipeng Hu and Long Cheng owns 50.0% of the equity interest in Hangzhou Leihuo.



- *Loan Agreements and Equity Pledge Agreements between NetEase Hangzhou and each of the ultimate shareholders of Hangzhou Leihuo.* Each of the ultimate shareholders of Hangzhou Leihuo has entered into a Loan Agreement and an Equity Pledge Agreement with NetEase Hangzhou, each dated December 1, 2015. Under the Loan Agreements, NetEase Hangzhou provided each of the ultimate shareholders of Hangzhou Leihuo with an interest-free loan in the principal amount of RMB5.0 million, which funds were used by each of the ultimate shareholders of Hangzhou Leihuo to pay the consideration to acquire their 50.0% equity interests in Hangzhou Leihuo. Each loan can be repaid by transferring the ultimate shareholder's equity interest in Hangzhou Leihuo to NetEase Hangzhou or its designee or through such other method as NetEase Hangzhou shall determine. The term of each Loan Agreement is 10 years from the date of the agreement and will be automatically extended for further 10-year terms unless otherwise decided by NetEase Hangzhou. Under the Equity Pledge Agreements, each of the ultimate shareholders of Hangzhou Leihuo pledges his 50.0% equity interest in Hangzhou Leihuo to NetEase Hangzhou to secure his respective obligations under the Loan Agreement as well as the Exclusive Purchase Option Agreement, the Shareholder Voting Rights Trust Agreement and the Operating Agreement. Each of the ultimate shareholders of Hangzhou Leihuo agrees he shall not transfer, assign or pledge his equity interest in Hangzhou Leihuo without the prior written consent of NetEase Hangzhou. The Equity Pledge Agreements will remain binding until the pledgor discharges all his obligations under the above-mentioned agreements.
- *Exclusive Purchase Option Agreements among NetEase Hangzhou, Hangzhou Leihuo and each of the ultimate shareholders of Hangzhou Leihuo.* Under the Exclusive Purchase Option Agreements, each dated December 1, 2015, each of the ultimate shareholders of Hangzhou Leihuo has granted NetEase Hangzhou an option to purchase all or a portion of his equity interest in Hangzhou Leihuo at a price equal to the original and any additional paid-in capital paid by the ultimate shareholder. In addition, Hangzhou Leihuo has granted NetEase Hangzhou an option under the Exclusive Purchase Option Agreements to purchase all or a portion of the assets held by Hangzhou Leihuo or its subsidiaries at a price equal to the net book value of such assets. Each of Hangzhou Leihuo and the ultimate shareholders of Hangzhou Leihuo agrees not to transfer, mortgage or permit any security interest to be created on any equity interest in or assets of Hangzhou Leihuo without the prior written consent of NetEase Hangzhou. Each Exclusive Purchase Option Agreement shall remain in effect until all of the equity interests in or assets of Hangzhou Leihuo have been acquired by NetEase Hangzhou or its designee or until NetEase Hangzhou unilaterally terminates the agreement by written notice.
- *Shareholder Voting Rights Trust Agreement between NetEase Hangzhou and each of the ultimate shareholders of Hangzhou Leihuo.* Under these agreements, each dated December 1, 2015, each of the ultimate shareholders of Hangzhou Leihuo has agreed to irrevocably entrust a person designated by NetEase Hangzhou to represent him to exercise all the voting rights and other shareholders' rights to which he is entitled as a shareholder of Hangzhou Leihuo. Each agreement shall remain effective for as long as such shareholder remains a shareholder of Hangzhou Leihuo unless NetEase Hangzhou unilaterally terminates the agreement by written notice.
- *Operating Agreement among NetEase Hangzhou, Hangzhou Leihuo and the ultimate shareholders of Hangzhou Leihuo.* To ensure the successful performance of the various agreements between the parties, Hangzhou Leihuo and its ultimate shareholders have agreed that, except for transactions in the ordinary course of business, Hangzhou Leihuo will not enter into any transaction that would materially affect the assets, liabilities, rights or operations of Hangzhou Leihuo without the prior written consent of NetEase Hangzhou. NetEase Hangzhou has also agreed that it will provide performance guarantees and, at NetEase Hangzhou's discretion, guarantee loans for working capital purposes to the extent required by Hangzhou Leihuo for its operations. Furthermore, the ultimate shareholders of Hangzhou Leihuo have agreed that, upon instruction from NetEase Hangzhou, they will appoint Hangzhou Leihuo's board members, president, chief financial officer and other senior executive officers. The term of this agreement is 20 years from December 1, 2015 and can be extended with the written consent of NetEase Hangzhou.
- *Cooperation Agreement between NetEase Hangzhou and Hangzhou Leihuo.* Under this Cooperation Agreement, NetEase Hangzhou has agreed to provide the following services:
  - the development of computer software (including, but not limited to, online games) and technical support and maintenance for computer software operation;
  - the provision of broadband internet access and other operational support; and

- jointly with Hangzhou Leihuo, the provision of value-added telecommunication and other services to users of the Leihuo website and relevant products.

Hangzhou Leihuo has agreed to pay a monthly service fee to NetEase Hangzhou in accordance with a formula based on its expenses incurred. This agreement was effective from January 1, 2010 and will continue to be effective unless it is terminated by written notice of NetEase Hangzhou or, in case of a material breach of the agreement, it is terminated by written notice of the non-breaching party.

*Agreements relating to Youdao Computer*

Prior to November 20, 2017, William Lei Ding and certain employees or former employees of Youdao Computer owned 71.1% and 28.9% of the equity interest in Youdao Computer, respectively. As a result of an internal reorganization completed on November 20, 2017, Feng Zhou, the chief executive officer of Youdao, became the holder of the 28.9% equity interest in Youdao Computer, with William Lei Ding continuing to hold 71.1% of the equity interest in Youdao Computer.

- *Loan Agreements between Youdao Information and each of William Lei Ding and Feng Zhou.* Each of William Lei Ding and Feng Zhou entered into a Loan Agreement with Youdao Information, dated September 26, 2016 and November 20, 2017, respectively. Under these Loan Agreements, Youdao Information provided each of William Lei Ding and Feng Zhou with an interest-free loan in the principal amount of approximately RMB3.6 million and RMB1.4 million, respectively. These funds were used by each of William Lei Ding and Feng Zhou to pay the consideration to acquire his respective equity interest in Youdao Computer. Such loans can be repaid by transferring each of William Lei Ding and Feng Zhou's respective equity interest in Youdao Computer to Youdao Information or its designee or through such other method as Youdao Information shall determine. The term of each of the Loan Agreements is 10 years from the date of such agreement and will be automatically extended for a further 10-year term unless otherwise decided by Youdao Information.
- *Equity Pledge Agreements between Youdao Information and each of William Lei Ding and Feng Zhou.* Each of William Lei Ding and Feng Zhou entered into an Equity Pledge Agreement with Youdao Information, dated September 26, 2016 and November 20, 2017, respectively. Under such Equity Pledge Agreements, each of William Lei Ding and Feng Zhou pledged his respective equity interest in Youdao Computer to Youdao Information to secure his obligations under the applicable Loan Agreement, Exclusive Purchase Option Agreement, Shareholder Voting Rights Trust Agreement, and Operating Agreement. Each of William Lei Ding and Feng Zhou further agreed to not transfer or pledge his respective equity interest in Youdao Computer without the prior written consent of Youdao Information. Each of the Equity Pledge Agreement will remain binding until the respective pledger, William Lei Ding or Feng Zhou, as the case may be, discharges all his obligations under the above-mentioned agreements.
- *Exclusive Purchase Option Agreements.* Under the Exclusive Purchase Option Agreements entered into by Youdao Information, Youdao Computer and each of William Lei Ding and Feng Zhou, dated September 26, 2016 and November 20, 2017, respectively, each of William Lei Ding and Feng Zhou granted Youdao Information an option to purchase all or a portion of his respective equity interest in Youdao Computer at a price equal to the original and any additional paid-in capital paid by him. In addition, under each Exclusive Purchase Option Agreement, Youdao Computer has granted Youdao Information an option to purchase all or a portion of the assets held by Youdao Computer or its subsidiaries at a price equal to the net book value of such assets. Each of Youdao Computer, William Lei Ding and Feng Zhou agreed not to transfer, mortgage or permit any security interest to be created on any equity interest in or assets of Youdao Computer without the prior written consent of Youdao Information. Each Exclusive Purchase Option Agreement shall remain in effect until all of the equity interests in or assets of Youdao Computer have been acquired by Youdao Information or its designee or until Youdao Information unilaterally terminates the agreement by written notice.

- *Shareholder Voting Rights Trust Agreements between Youdao Information and each of William Lei Ding and Feng Zhou.* Under the Shareholder Voting Rights Trust Agreements between Youdao Information and each of William Lei Ding and Feng Zhou, dated September 26, 2016 and November 20, 2017, respectively, each of William Lei Ding and Feng Zhou, agreed to irrevocably entrust a person designated by Youdao Information to represent him to exercise all the voting rights and other shareholders' rights to which he is entitled as a shareholder of Youdao Computer. Each Shareholder Voting Rights Trust Agreement shall remain effective for as long as William Lei Ding or Feng Zhou, as applicable, remains a shareholder of Youdao Computer unless Youdao Information unilaterally terminates the agreement by written notice.
- *Operating Agreements among Youdao Computer, Youdao Information and each of William Lei Ding and Feng Zhou.* To ensure the successful performance of the various agreements between the parties, each of Youdao Computer, William Lei Ding and Feng Zhou agreed that, except for transactions in the ordinary course of business, Youdao Computer will not enter into any transaction that would materially affect the assets, liabilities, rights or operations of Youdao Computer without the prior written consent of Youdao Information. Youdao Information also agreed that it would provide performance guarantees and, at Youdao Information's discretion, guarantee loans for working capital purposes to the extent required by Youdao Computer for its operations. Furthermore, each of William Lei Ding and Feng Zhou agreed that, upon instruction from Youdao Information, he would appoint Youdao Computer's board members, president, chief financial officer and other senior executive officers. The term of each Operating Agreement is 20 years from the date of execution and can be extended with the written consent of Youdao Information.
- *Cooperation Agreement between Youdao Information and Youdao Computer.* Under this Cooperation Agreement, Youdao Information has agreed to provide the following services:
  - the development of computer software (including, but not limited to, generating online advertisement and distribution and maintenance of related software) and technical support and maintenance for computer software operation;
  - the development of computer software related to generating online advertisement, establishment of platforms for online advertisement and related updates and operational support; and
  - the provision of technology support, including, but not limited to, server maintenance, development of server software and related maintenance and updates.

Youdao Computer has agreed to share its monthly income (after tax and expenses) with Youdao Information in accordance with certain formulas as specified in the Cooperation Agreement. This agreement was effective from July 1, 2015 and will continue to be effective unless it is terminated by written notice of Youdao Information or, in case of a material breach of the agreement, it is terminated by written notice of the non-breaching party.

*Agreements relating to Hangzhou Yuedu*

William Lei Ding, our Chief Executive Officer, and Yiwen Zhu, the Senior Vice President of Cloud Music, own 99.0% and 1.0% of the equity interest in Hangzhou Yuedu, respectively.

- *Cooperation Agreement.* Under the amended and restated cooperation agreement entered into by Hangzhou Yuedu and Hangzhou NetEase Cloud Music dated on 18 May 2021, Hangzhou Yuedu have agreed to engage the Hangzhou NetEase Cloud Music as its exclusive cooperation partner, providing users, among other things and as the case may be, with technical services, including software development, technical support and maintenance, network technology services, server maintenance, relevant software development and update, and technology development, technical assistance and support in relation to electronic publication and telecommunication, in exchange for service fees. Hangzhou Yuedu and the Hangzhou NetEase Cloud Music shall share the income generated from its cooperation. The distributable income shall consist of the total income of Hangzhou Yuedu, after deduction of any relevant operating costs, expenses, taxes and other statutory contributions, and profits to be retained by Hangzhou Yuedu. Hangzhou NetEase Cloud Music shall be entitled to receive the entire portion of the distributable income, or if applicable, to share the distributable income with other entities who are affiliates of Hangzhou NetEase Cloud Music according to the service statements confirmed by the Hangzhou NetEase Cloud Music and these entities. Hangzhou Yuedu and the Hangzhou NetEase Cloud Music shall settle the service fees on a regular basis. This agreement remains in effect unless terminated by written notice from the Hangzhou NetEase Cloud Music, and Hangzhou Yuedu shall not terminate the cooperation agreement without the written consent from the Hangzhou NetEase Cloud Music.
- *Operating Agreement.* Under the amended and restated operating agreement entered into by Hangzhou Yuedu, William Lei Ding and Yiwen Zhu and the Hangzhou NetEase Cloud Music dated 18 May 2021, Hangzhou NetEase Cloud Music agreed to be the guarantor of Hangzhou Yuedu in, and provide full guarantees for the performance of, the contracts, agreements or transactions entered into between Hangzhou Yuedu and any third-party in connection with Hangzhou Yuedu' businesses and operations. Hangzhou Yuedu, in return, agreed to pledge the accounts receivable in its operations and all of its assets to the Hangzhou NetEase Cloud Music. Hangzhou Yuedu, William Lei Ding and Yiwen Zhu also jointly agreed that without the Hangzhou NetEase Cloud Music's prior written consent, Hangzhou Yuedu would not engage in any transaction that may materially affect their assets, liabilities, rights or operations, except that Hangzhou Yuedu may enter into business contracts or agreements, sell or purchase assets and create liens in favor of relevant counter parties as required by law in the ordinary course of business. William Lei Ding and Yiwen Zhu shall appoint candidates recommended by the Hangzhou NetEase Cloud Music as directors of Hangzhou Yuedu, and Hangzhou Yuedu shall appoint the Hangzhou NetEase Cloud Music's senior executive officers recommended by the Hangzhou NetEase Cloud Music as Hangzhou Yuedu' senior management.
- *Exclusive Purchase Option Agreement.* Under the amended and restated exclusive purchase option agreement entered into by Hangzhou Yuedu, William Lei Ding and Yiwen Zhu and the Hangzhou NetEase Cloud Music dated 18 May 2021, William Lei Ding and Yiwen Zhu irrevocably granted the Hangzhou NetEase Cloud Music an option, exercisable in one or more times, to purchase or cause any person(s) designated by the Hangzhou NetEase Cloud Music to purchase, to the extent permitted under any applicable PRC laws, a portion of or all of William Lei Ding and Yiwen Zhu's equity interests in Hangzhou Yuedu at any time and from time to time, for a consideration equals to, the outstanding loan amounts under the loan agreement among Hangzhou NetEase Cloud Music and William Lei Ding and Yiwen Zhu dated 18 May 2021 or otherwise for the minimum amount of consideration permitted by applicable PRC laws, under circumstances in which the Hangzhou NetEase Cloud Music or its designated third party is permitted under PRC laws to acquire all or part of the assets of Hangzhou Yuedu, subject to adjustments. None of the material assets of Hangzhou Yuedu are to be sold, transferred or otherwise disposed of without the written consent of the Hangzhou NetEase Cloud Music. In addition, under this agreement, William Lei Ding and Yiwen Zhu may not transfer or permit the encumbrance of or allow any guarantee or security to be created on any of its equity interest in Hangzhou Yuedu without the Hangzhou NetEase Cloud Music's prior written consent.

- *Equity Pledge Agreements.* Under the amended and restated pledge agreements entered into by the Hangzhou NetEase Cloud Music and William Lei Ding and Yiwen Zhu dated 18 May 2021, William Lei Ding and Yiwen Zhu agreed to pledge all their respective equity interests in Hangzhou Yuedu that they legally own to the Hangzhou NetEase Cloud Music as a first security interest to guarantee the timely and complete payment and performance of contractual obligations under the relevant VIE agreements. William Lei Ding and Yiwen Zhu have further agreed that, without prior written consent of the Hangzhou NetEase Cloud Music, they will not transfer or dispose the pledged equity interests or create or allow any third party to create any encumbrance on the pledged equity interests that would prejudice the Hangzhou NetEase Cloud Music's interest.
- *Shareholder Voting Right Trust Agreements and Powers of Attorney.* Under the amended and restated shareholder voting right trust agreements entered into by the Hangzhou NetEase Cloud Music and William Lei Ding and Yiwen Zhu dated 18 May 2021, and the irrevocable powers of attorney executed by each of William Lei Ding and Yiwen Zhu on the same date, William Lei Ding and Yiwen Zhu have appointed the Hangzhou NetEase Cloud Music and the person designated by the Hangzhou NetEase Cloud Music director or his/her successor as their agent and attorney to act on their behalf on all matters concerning Hangzhou Yuedu and to exercise all of their rights as a registered shareholder of Hangzhou Yuedu.
- *Loan Agreement.* Under the amended and restated loan agreement entered into by Hangzhou NetEase Cloud Music and William Lei Ding and Yiwen Zhu dated 18 May 2021, Hangzhou NetEase Cloud Music agreed to provide loans to William Lei Ding and Yiwen Zhu to be used exclusively as investment in Hangzhou Yuedu. The loans must not be used for any other purposes without the lender's prior written consent. The term of each loan shall be ten years from the date of the agreement and will be automatically extended for another ten years unless otherwise indicated by the lender. The borrower shall not make any repayment of the loan prior to the expiration of the term or termination of the relevant loan without the lender's prior written consent. The loan shall terminate on the date the lender exercises its exclusive purchase option under the relevant exclusive purchase option agreement, or when certain defined termination events occurs, such as when the lender sends a written notice demanding repayment to the borrower, or upon the default of the borrower, whichever is earlier. After the lender exercises its exclusive purchase option, the borrower shall repay the loan by transferring all of his equity interest in Hangzhou Yuedu to the lender, or persons designated by the lender. If the transfer price for the equity interest in Hangzhou Yuedu is higher than the principal of the loan under the relevant Loan Agreement, any surplus would be considered interest for the loan.

In addition, in connection with the licensing of certain online games by Blizzard to Shanghai EaseNet for operation in the PRC starting in August 2008, there are certain contractual arrangements among Shanghai EaseNet, the joint venture established between Blizzard and us, and us. As a result of these arrangements, Shanghai EaseNet is a controlled VIE, and William Lei Ding, our Chief Executive Officer, director and major shareholder, does not receive any benefits in his capacity as the shareholder of Shanghai EaseNet or exercise any personal control over it. We have consolidated Shanghai EaseNet into our financial statements as of and for the years ended December 31, 2019, 2020 and 2021.

Mr. Ding's role as the shareholder of Shanghai EaseNet is designed to address Chinese regulations which place restrictions on the percentage interest foreign or foreign-invested companies may have in Chinese companies providing value-added telecommunications services in China, which include the provision of online games. See Item 5.A — "Operating Results—Our Corporate Structure."

#### **Subsidiary Guarantees**

We have entered into several guarantee agreements in the aggregate amount of US\$1,730.0 million in respect of certain credit facilities taken by our subsidiaries. As of December 31, 2021, US\$621.7 million of such credit facilities had not been utilized.

#### **Agreements with Youdao**

Youdao, which became listed on the New York Stock Exchange in October 2019, is currently our majority-controlled subsidiary. We have entered into agreements with Youdao with respect to various ongoing relationships between us, which became effective upon the completion of Youdao's initial public offering in October 2019. These include a master transaction agreement, a transitional services agreement, a non-competition agreement, a cooperation framework agreement, an intellectual property license agreement and multiple loan agreements, each of which are summarized below.

*Master Transaction Agreement*

We have entered into a master transaction agreement with Youdao to govern certain key aspects of our relationship with Youdao, including the allocation of liabilities. Pursuant to the master transaction agreement, Youdao is responsible for, among other things, the liabilities associated with the “Online Learning Business,” which is defined to include the online learning products and online learning services offered by Youdao as of the date of the master transaction agreement, excluding the NetEase open online courses and the K-12 curriculum course offered by us as of the date of the master transaction agreement and certain other specified businesses, and we are responsible for, among other things, the liabilities arising on or after June 30, 2019 associated with the “NetEase Business,” which is defined to include the business conducted by the NetEase as of the date of the master transaction agreement and any business that is derived from such businesses.

The master transaction agreement will automatically terminate five years following the earlier of (i) the first date when we no longer own at least 20% of the voting power of Youdao’s then outstanding voting securities and (ii) the first date when we cease to be the largest beneficial owner of Youdao’s then outstanding voting securities. We refer to such earlier date as the “Control Ending Date.” It can also be terminated early or extended by mutual written consent of Youdao and us. The termination of the master transaction agreement will not affect the validity and effectiveness of the other business cooperation agreements described below.

*Transitional Services Agreement*

Under the transitional services agreement, we have agreed that, during the service period as described below, we will provide Youdao with various corporate support and services such as legal support, human resources support, financial reporting, internal control and internal audit support, technology and operational support, and administrative support. The price to be paid for the services provided under the transitional services agreement is calculated by multiplying the sum of the actual “direct costs” and “indirect costs” of providing such services by 100% plus a reasonable mark-up rate as determined by us. Direct costs include labor-related compensation and travel expenses, materials and supplies consumed in and agency fees arising from performing the services. Indirect costs include office occupancy, information technology support and other overhead costs of the departments incurring the direct costs of providing the services.

The service period under the transitional services agreement commenced upon the completion of Youdao’s initial public offering and will end on the earliest of (i) the fifth anniversary of the completion of Youdao’s initial public offering, (ii) one year after the Control Ending Date, (iii) the date the transitional services agreement is terminated by Youdao or us, whichever is earlier.

*Non-competition Agreement*

Under the non-competition agreement, Youdao and we have each agreed to be subject to certain non-compete restrictions during a “Non-competition Period,” beginning from the completion of Youdao’s initial public offering and ending on the earlier of (i) five years after the Control Ending Date; (ii) the date on which Youdao’s ADSs cease to be listed on the New York Stock Exchange; and (iii) the tenth anniversary of the completion of Youdao’s initial public offering. Specifically:

- We have agreed not to compete with Youdao in the provision of the Online Learning Business, provided that such non-compete restrictions shall not prevent the us from (i) engaging in the Online Learning Business through or on behalf of Youdao, (ii) continuing to engage in the NetEase Business, (iii) owning a non-controlling interest in any company engaging in any business that is of the same nature as the Online Learning Business, or (iv) engaging in any other business that we and Youdao may agree from time to time.
- Youdao has agreed not to compete with us in the NetEase Business or business of a similar nature, provided that such non-compete restrictions shall not prevent Youdao from (i) engaging in the NetEase Business or business of a similar nature through us or on our behalf, (ii) continuing to engage in any business that we operate as of the date of the non-competition agreement, (iii) owning a non-controlling interest in any company engaging in any business that is of the same nature as the NetEase Business, and (iv) engaging in any other business that we and Youdao may agree from time to time.

The non-competition agreement provides that if there is any ambiguity in the scope of business subject to the foregoing non-compete restrictions, our interpretation shall prevail.

In addition, we and Youdao have each undertaken to each other that during the Non-competition Period, should a party have a business or investment opportunity relating to the other party's businesses covered by the foregoing non-compete restrictions, it shall notify the other party of such opportunity in writing. If the party receiving the notice elects not to or otherwise fails to take up the opportunity within 30 days, the notifying party may proceed to take up such business or investment opportunity.

The non-competition agreement also provides for a mutual non-solicitation obligation that neither Youdao nor we may, during the Non-competition Period, hire, or solicit for hire, any active employees of or individuals providing consulting services to the other party, or any former employees of or individuals providing consulting services to the other party within six months of the termination of their employment or consulting services, without the other party's consent, except for solicitation activities through generalized non-targeted advertisement not directed to such employees or individuals that do not result in a hiring within the Non-competition Period. In addition, during the Non-competition Period, we and Youdao have each agreed not to solicit business falling within the other party's business scope from the other party's customer, supplier, distributor or similar third parties.

#### *Cooperation Framework Agreement*

Under the cooperation framework agreement, we and Youdao have agreed to cooperate with each other in the marketing and promotion of each other's services and products on our respective platforms. Also, we have agreed to purchase Youdao's translation services and to allow our users to log on Youdao's platforms with their NetEase Passports. The cooperation framework agreement became effective on the date of completion of Youdao's initial public offering and will expire on the earlier of (i) the fifteenth anniversary of the effective date of such agreement or (ii) five year after the Control Ending Date.

#### *Intellectual Property License Agreement*

Under the intellectual property license agreement, we and Youdao grant to each other a worldwide, fully paid-up, non-sublicensable (subject to certain specified exceptions), non-transferable, limited and non-exclusive license of certain intellectual properties for a royalty as agreed by both parties solely to use, reproduce, modify, prepare derivative works of, perform, display, or otherwise exploit the licensed intellectual property within the term of such agreement. This agreement became effective on the completion of Youdao's initial public offering and expires on the earlier of (i) the fifteen anniversary of the effective date of such agreement, and (ii) one year after the Control Ending Date with respect to the sharing of information and data and user registration information, or five years after the Control Ending Date with respect to other licenses under such agreement.

#### *Loan Agreements and Guarantees*

We have entered into various loan agreements to extend loans to Youdao. These loans were used to provide working capital for the daily operations of Youdao with the original term of one year. In April 2021, we also entered into a revolving loan facility with Youdao in the principal amount of US\$300 million to support its long-term growth. As of December 31, 2021, the total principal amount of loans outstanding to Youdao was US\$177.8 million, including US\$40 million outstanding under the above-mentioned revolving loan facility.

#### **Agreements with Cloud Music**

Cloud Music, which became listed on the Hong Kong Stock Exchange in December 2021, is currently our majority-controlled subsidiary. We entered into a framework agreement with Cloud Music to govern key aspects of the intragroup transactions between Cloud Music and us (the "Cloud Music Framework Agreement"), including (a) from us to Cloud Music (i) intellectual property licensing services, (ii) advertising agency services, (iii) bandwidth, server custody and rack services, (iv) information technology services, (v) shared services and (iv) product procurement, and (b) from Cloud Music to us, advertising services and others. The transactions under the Cloud Music Framework Agreement will continue until December 31, 2023 (date inclusive), except with respect to the intellectual property licensing services where we grant Cloud Music a royalty-free license to non-exclusively use certain intellectual property, including software copyrights, domain names, trademarks and logos relating or registered by us, which will be in perpetuity.

#### **C. Interests of Experts and Counsel**

Not applicable.

## **Item 8. Financial Information**

### **A. Consolidated Statements and Other Financial Information**

Please see Item 18. “Financial Statements” for our audited consolidated financial statements filed as part of this annual report.

### **A.7 Legal Proceedings**

From time to time, we become subject to legal proceedings and claims in the ordinary course of our business, including claims of alleged infringement of trademarks, copyrights and other intellectual property rights, and a variety of claims arising in connection with our e-mail, message boards and other communications and community features, such as claims alleging defamation or invasion of privacy. However, such legal proceedings or claims, even if not meritorious, could result in the expenditure of significant financial and management resources.

In April 2018, PUBG Corporation and PUBG Santa Monica, Inc. (collectively “PUBG”), filed a lawsuit against defendants NetEase, Inc., NetEase Information Technology Corp. and NetEase (Hong Kong) Limited in the U.S. District Court for the Northern District of California. PUBG subsequently dropped all claims against NetEase (Hong Kong) Limited, and added Hong Kong NetEase Interactive Entertainment Limited to the lawsuit. PUBG’s complaint generally alleged that two of NetEase’s mobile games, Rules of Survival and Knives Out, infringed PUBG’s copyrights and trade dress in their competing game, Player Unknown’s Battlegrounds. On March 11, 2019, NetEase entered into a settlement agreement with PUBG, and the lawsuit was dismissed. On October 15, 2019, PUBG filed a second lawsuit against the same NetEase defendants, also in the U.S. District Court for the Northern District of California, claiming NetEase had allegedly breached the settlement agreement. On March 3, 2020, the court dismissed PUBG’s new lawsuit, without prejudice, for lack of subject matter jurisdiction. On March 4, 2020, NetEase initiated a declaratory judgment action against PUBG in the Superior Court of California for the County of San Mateo, requesting a declaration that NetEase had not breached the settlement agreement. On March 13, 2020, PUBG filed a cross claim in the same Court, realleging that we breached the settlement agreement. As of the date of the filing of this annual report, the litigation remains ongoing and the court has not yet set a trial date.

We are not currently a party to, nor are we aware of, any other legal proceeding, investigation or claim which, in the opinion of our management, is likely to have a material adverse effect on our business, financial condition or results of operations.

### **A.8 Dividend Policy**

Under our current dividend policy, the determination to make dividend distributions and the amount of such distributions in any particular quarter will be made at the discretion of our board of directors and will be based upon our operations and earnings, cash flow, financial condition and other relevant factors. Prior to our current dividend policy, our quarterly dividends for each quarter in 2019, 2020 and 2021 were determined by our board of directors in an amount equivalent to approximately 20% to 30% of our anticipated net income after tax in that quarter. Our board of directors declared dividends of US\$0.3000 per ADS (US\$0.0600 per ordinary share), US\$0.2400 per ADS (US\$0.0480 per ordinary share), US\$0.2250 per ADS (US\$0.0450 per ordinary share) and US\$0.4050 per ADS (US\$0.0810 per ordinary share) for the first, second, third and fourth quarters of 2021, respectively.

We are a holding company incorporated in the Cayman Islands, and our ability to pay dividends to our shareholders depends upon dividends, loans or advances that we receive from our subsidiaries and the VIEs. Please refer to Item 3.D. “Risk Factors—Risks Related to Our Company—Our corporate structure may restrict our ability to receive dividends from, and transfer funds to, our PRC subsidiaries and the VIEs, which could restrict our ability to act in response to changing market conditions and reallocate funds internally in a timely manner.”

Holders of our ADSs will be entitled to receive dividends, if any, subject to the terms of the deposit agreement (including the fees and expenses payable thereunder), to the same extent as the holders of our ordinary shares. Cash dividends will be paid to the depositary in U.S. dollars, which will distribute them to the holders of ADSs according to the terms of the deposit agreement. Other distributions, if any, will be paid by the depositary to the holders of ADSs in any means it deems legal, fair and practical.



**B. Significant Changes**

We have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

**Item 9. The Offer and Listing**

Not applicable except for Item 9.A.4. and Item 9.C.

Our ADSs have been listed on the NASDAQ Global Select Market since June 30, 2000 and trade under the symbol “NTES.” Our shares have been listed on the Hong Kong Stock Exchange since June 11, 2020 and trade under the symbol “9999”.

**Item 10. Additional Information**

**A. Share Capital**

Not applicable.

**B. Memorandum and Articles of Association**

The following presents a description of the terms and provisions of our restated memorandum and articles of association.

*General*

We were incorporated in the Cayman Islands on July 6, 1999 and operate under the Cayman Islands Companies Act, as revised and amended from time to time, or the Companies Act. Our corporate objectives and purpose are unrestricted.

*Directors*

A director may vote in respect of any contract or transaction in which he is interested, provided however, that the nature of the interest of any director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote on that matter. A general notice or disclosure to the directors or otherwise contained in the minutes of a meeting or a written resolution of the directors or any committee thereof that a director is a shareholder of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

The directors may determine remuneration to be paid to the directors. The directors may exercise all the powers of our company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any of our debts, liabilities, or obligations or those of any third party.

A shareholding qualification for directors may be fixed by NetEase in a general meeting, but unless and until so fixed, there are no shareholding qualifications. Further, there are no age limitations or retirement requirements and no share ownership qualifications for directors unless so fixed by shareholders in a general meeting.

*Rights, Preferences and Restrictions of Ordinary Shares*

*General.* All of our issued and outstanding shares are fully paid and non-assessable. Shares are issued in registered form. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares.

*Dividends.* The holders of shares are entitled to such dividends as may be declared by our board of directors. Under Cayman Islands law, dividends may be declared and paid only out of funds legally available therefor, namely out of either profit or our share premium account, and provided further that a dividend may not be paid if this would result in our company being, immediately following such payment, unable to pay its debts as they fall due in the ordinary course of business.

*Voting Rights.* Each share is entitled to one vote on all matters upon which the shares are entitled to vote, including the election of directors. Voting at any meeting of shareholders is by show of hands unless a poll is demanded. A poll may be demanded by the Chairman or any other shareholder present. A quorum required for a meeting of shareholders consists of one or more members holding shares which carry, in aggregate, not less than one third of the votes attaching to all issued and outstanding shares and entitled to vote, present at the meeting.

Any ordinary resolution to be made by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the shares cast in a general meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the shares. A special resolution is required for matters such as a change of our name. Holders of the shares may by ordinary resolution, among other things, appoint directors, appoint auditors, and increase our share capital. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our company.

*Liquidation.* Upon the winding up of our company, assets available for distribution among the holders of shares shall be distributed among the holders of the shares pro rata. If the assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders proportionately.

*Calls on Shares and Forfeiture of Shares.* Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares in a notice served to such shareholders at least 14 days prior to the specified time or times of payment. The shares that have been called upon and remain unpaid are subject to forfeiture.

*Redemption, Repurchase and Surrender of Shares.* Subject to the provisions of the Companies Act and our memorandum and articles of association, we may issue shares on the terms that they are, or at our option or at the option of the holders are, subject to redemption on such terms and in such manner as we may, before the issue of the shares, determine by special resolution. Subject to the provisions of the Companies Act and our memorandum and articles of association, we may also repurchase any of our shares provided that the manner of such purchase has first been approved by ordinary resolution of our shareholders. 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 issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if 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 (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares outstanding, or (c) if we have commenced liquidation. In addition, we may accept the surrender of any fully paid share for no consideration.

#### *Variations of Rights of Shares*

The rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied either with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

#### *General Meetings of Shareholders*

The directors may whenever they think fit, and they shall on the requisition of our shareholders holding not less than one-tenth of our paid-up capital as at the date of the deposit of the requisition carries the right of voting at general meetings of our company, proceed to convene a general meeting of our company. If the directors do not within 21 days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three months after the expiration of such 21 days. Advanced notice of at least fourteen days is required for the convening of the annual general meeting and other shareholders meetings.

#### *Limitations on the Right to Own Shares*

There are no limitations on the right to own our shares.

*Limitations on Transfer of Shares*

There are no provisions in our restated memorandum or articles of association that would have an effect of delaying, deferring or preventing a change in control and that would operate only with respect to a merger, acquisition or corporate restructuring.

*Disclosure of Shareholder Ownership*

There are no provisions in our restated memorandum or articles of association that require our company to disclose shareholder ownership above any particular ownership threshold.

*Changes in Capital*

We may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital. We may by ordinary resolution:

- (a) consolidate and divide all or any of our share capital into shares of larger amount than our existing shares;
- (b) sub-divide our existing shares, or any of them into shares of smaller amount than is fixed by our restated memorandum of association or into shares without nominal or par value; and
- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

We may by special resolution reduce our share capital and any capital redemption reserve fund in any manner authorized by the Companies Act.

*Differences in Corporate Law*

The Companies Act of the Cayman Islands is modeled after that of the English companies legislation but does not follow recent English law statutory enactments and accordingly there are significant differences between the Companies Act of the Cayman Islands and the current Companies Act of England. In addition, the Companies Act of the Cayman Islands differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of the significant differences between the provisions of the Companies Act of the Cayman Islands applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

*Mergers and Similar Arrangements.* The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company and (b) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation (a "Plan"), which must then be authorized by each constituent company by way of (a) a special resolution of the shareholders of each such constituent company; and (b) such other authorization, if any, as may be specified in such constituent company's articles of association. The consent of each holder of a fixed or floating security interest of a Cayman Islands constituent company must be obtained, unless the Grand Court of the Cayman Islands waives such requirement. The Plan must be filed with the Registrar of Companies together with, among other documents, a director's declaration as to the solvency of the constituent company and of the consolidated or surviving company, a director's declaration of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the Grand Court of the Cayman Islands) if they follow the required procedures set out in the Companies Act, subject to certain exceptions. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement in question is approved by a majority in number of each class of shareholders or creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder would have the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it satisfies itself that:

- the statutory provisions as to majority vote have been complied with;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act.

The Companies Act contains a statutory power of compulsory acquisition which may facilitate the “squeeze out” of dissentient minority shareholders upon a tender offer. When a tender offer is made and accepted by holders of 90% of the affected shares within four months, the offeror may, within a two-month period after expiry of such four-month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction by way of a scheme of arrangement is thus approved and sanctioned, or if a tender offer is made and accepted, in accordance with the foregoing statutory provisions, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of United States corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

*Shareholders’ Suits.* In principle, we will normally be the proper plaintiff and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, there are exceptions to the foregoing principle, including when: (a) a company acts or proposes to act illegally or ultra vires; (b) the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and (c) those who control the company are perpetrating a “fraud on the minority.”

*Indemnification.* Cayman Islands law does not (other than as set forth hereafter) limit the extent to which a company’s memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our articles of association provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such, except through their own willful neglect or default.

Insofar as indemnification or liability arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

#### **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 Item 10.C. “Additional Information-Material Contracts,” Item 4. “Information on the Company” or elsewhere in this annual report.

#### **D. Exchange Controls**

Foreign currency exchange in the PRC is primarily governed by the Foreign Exchange Administration Rules issued by the State Council on January 29, 1996 and effective as of April 1, 1996 (and amended on January 14, 1997 and August 1, 2008) and the Regulations of Settlement, Sale and Payment of Foreign Exchange which came into effect on July 1, 1996.

Under the Foreign Exchange Administration Rules, Renminbi is freely convertible for current account items, including the distribution of dividends payments, interest payments, trade and service-related foreign exchange transactions. Conversion of Renminbi for capital account items, such as direct investment, loans, securities investment and repatriation of investment, however, is still generally subject to the approval or verification of SAFE or its competent local branches.

In March 2015, SAFE released the Circular on Reforming the Management Approach regarding the Foreign Exchange Capital Settlement of Foreign-Invested Enterprises, or FIEs, or the Foreign Exchange Capital Settlement Circular, which became effective from June 1, 2015. This circular replaced SAFE's previous related circulars, including the Circular on Issues Relating to the Improvement of Business Operation with Respect to the Administration of Foreign Exchange Capital Payment and Settlement of Foreign Invested Enterprises. The Foreign Exchange Capital Settlement Circular clarifies that FIEs may settle a specified proportion of their foreign exchange capital in banks at their discretion, and may choose the timing for such settlement. The proportion of foreign exchange capital to be settled at FIEs' discretion for the time being is 100% and the SAFE may adjust the proportion in due time based on the situation of international balance of payments. The FIEs' capital and Renminbi capital gained from the settlement of foreign exchange capital may not be directly or indirectly used for expenditure beyond the business scope of the FIEs or as prohibited by laws and regulations of the PRC. Such capital may not be directly or indirectly used for investments in securities, except as otherwise provided by laws and regulations. Except foreign-funded real estate enterprises, such capital may not be used for paying the costs relevant to the purchase of the real estate not for self-use. Such capital also may not be directly or indirectly used for issuing Renminbi entrusted loans except as permitted by the business scope of the FIE, for repaying inter-enterprise borrowings including any third-party advance, or for repaying the bank loans denominated in RMB that have been sub-lent to a third party. On June 9, 2016, SAFE issued the Circular on Reform and Regulating of the Administrative Policy of the Settlement under Capital Accounts, or SAFE Circular 16, which became effective on the same date. Pursuant to SAFE Circular 16, FIEs may either continue to follow the current payment-based foreign currency settlement system or choose to follow the "conversion-at-will" system for foreign currency settlement. Where a FIE elects the conversion-at-will system for foreign currency settlement, it may convert, in part or in whole, the amount of the foreign currency in its capital account into Renminbi. The converted Renminbi will be kept in a designated account labeled as settled but pending payment, and if such FIE needs to make payment from such designated account, it is required to provide authenticity proof materials to declare the usage of such funds. Although SAFE Circular 16 effectively simplifies the administrative process for converting foreign currencies into Renminbi for settlement of capital account items, the Notice on Further Promoting the Reform of Foreign Exchange Administration and Improving Authenticity and Compliance Review (Hui Fa [2017] No. 3), or Notice No. 3, released by SAFE on January 26, 2017, requires a domestic company to provide explanations to the banks through which it seeks to exchange currency of the sources of funds for investment and the intended use of such funds. Under Notice No. 3, submission of relevant corporate documents, including board resolutions and relevant contracts is also required to support a domestic company's claim of intended use. On October 23, 2019, the SAFE promulgated Notice of the State Administration of Foreign Exchange on Further Promoting the Facilitation of Cross-border Trade and Investment (Hui Fa [2019] No.28), or Notice No. 28, which took effect on the same date (except for Article 8.2, which became effective on January 1, 2020). Under Notice 28, FIEs without an investment business scope are also allowed to utilize and convert capital received from foreign investors for making equity investment in China. Previously this had been limited to FIEs who explicitly had an investment business scope. However, it is not clear how Notice 28 will be implemented in practice and the implementing rules for Notice 28 have yet to be promulgated by the SAFE. On April 10, 2020, SAFE promulgated the Notice of the SAFE on Optimizing Foreign Exchange Administration to Support the Development of Foreign-related Business (Hui Fa [2020] No.8), or Notice No. 8, which took effect on the same date. According to Notice 8, under the prerequisite of ensuring true and compliant use of funds and compliance with the prevailing administrative provisions on use of income under the capital account, enterprises which satisfy the criteria are allowed to use income under the capital account, such as capital funds, foreign debt and overseas listing, for domestic payment, without prior provision of proof materials for veracity to the bank for each transaction. We closely monitor any changes and new regulatory releases, especially given the recently increased frequency of SAFE enforcement actions, to ensure that our operations remain in compliance.

In addition, the payment of dividends by entities established in the PRC is subject to limitations. Regulations in the PRC currently permit payment of dividends only out of accumulated profits as determined in accordance with accounting standards and regulations in the PRC. Each of our PRC subsidiaries that is a domestic company is also required to set aside at least 10.0% of its after-tax profit based on PRC accounting standards each year to its general reserves or statutory capital reserve fund until the accumulative amount of such reserves reach 50.0% of its respective registered capital. These restricted reserves are not distributable as cash dividends. In addition, if any of our PRC subsidiaries incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other distributions to us.

Furthermore, pursuant to regulations promulgated by SAFE, PRC subsidiaries of offshore parent companies may be prohibited from making distributions of profits to such offshore parent companies and from paying the offshore parent companies proceeds from any reduction in capital, share transfer or liquidation in respect of such PRC subsidiaries, if PRC shareholders with a direct or indirect stake in the offshore parent company fail to make the requisite SAFE registrations.

These regulations require PRC residents to file with the competent SAFE offices information about offshore companies in which they have directly or indirectly invested (including with respect to investments already made as of the inception of the new regulation) and to make follow-up filings in connection with certain material transaction involving such offshore companies, such as mergers or acquisitions, capital increases or decreases, and external equity investments or equity transfers.

Moreover, to discourage the outflow of capital from China, the overall current regulatory environment relating to foreign exchange controls in China suggests that, as a matter of practice, SAFE has been making it increasingly difficult to exchange Renminbi into foreign currencies for offshore dividend payments or capital account settlement. For additional information on the SAFE regulations and the related risks to our company, see Item 3.D. “Risk Factors—Risks Related to Doing Business in China—The Chinese government has strengthened the regulation of investments made by Chinese residents in offshore companies and reinvestments in China made by these offshore companies. Our business may be adversely affected by these restrictions.”

For more information about foreign exchange control, see Item 3.D. “Risk Factors—Risks Related to Our Company—Our corporate structure may restrict our ability to receive dividends, loans or advances from, and transfer funds to, our PRC subsidiaries and the VIEs, which could restrict our ability to act in response to changing market conditions and reallocate funds internally in a timely manner.” and “Risk Factors—Risks Related to Doing Business in China—Restrictions on currency exchange may limit our ability to utilize our revenues effectively.”

## **E. Taxation**

The following summary of the material Cayman Islands and United States federal income tax consequences relevant to the purchase, ownership or sale of our ordinary shares or ADSs 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. 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.

### **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 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 by or to our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

## People's Republic of China Taxation

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with “de facto management body” within the PRC is considered a resident enterprise and will be subject to the 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 and overall management over the business, productions, personnel, accounts and properties of an enterprise. In 2009, the STA issued a circular, known as Circular 82, which provides certain specific criteria for determining whether the “de facto management body” of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect the STA’s general position on how the “de facto management body” text should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its “de facto management body” in China 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 are not aware of any offshore holding companies with a similar corporate structure to ours that have been deemed as a PRC resident enterprise by the PRC tax authorities. Accordingly, we believe that none of NetEase, Inc. and its subsidiaries outside of China is a PRC resident enterprise for PRC tax purposes. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.”

If the PRC tax authorities determine that NetEase, Inc. is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to a 10% PRC withholding tax 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. In addition, gains derived by our non-PRC individual shareholders from the sale of our shares and ADSs may be subject to a 20% PRC withholding tax.

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 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 Notice of the STA on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, 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.

It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to dividends realized by non-PRC individuals, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. However, it is also unclear whether non-PRC shareholders of NetEase, Inc. would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that NetEase, Inc. is treated as a PRC resident enterprise.

Provided that our Cayman Islands holding company, NetEase, Inc., is not deemed to be a PRC resident enterprise, holders of our ADSs and ordinary shares who are not PRC residents will not be subject to PRC income tax on dividends distributed by us or gains realized from the sale or other disposition of our shares or ADSs. STA Circular 7 further clarifies that, if a non-resident enterprise derives income by acquiring and selling shares in an offshore listed enterprise in the public market, such income will not be subject to PRC tax. In addition, STA Public Notice 37 provided certain key changes to the previous withholding regime, such as (i) the withholding obligation for a non-resident enterprise deriving dividend arises on the date on which the payment is actually made rather than on the date of the resolution that declared the dividends, (ii) non-resident enterprises shall report tax to relevant authorities if their withholding agents fail to perform the withholding obligation. However, there is uncertainty as to the application of STA Public Notice 37 and STA Circular 7, we and our non-PRC resident investors may be at risk of being required to file a return and being taxed under STA Public Notice 37 and STA Circular 7 and we may be required to expend valuable resources to comply with STA Public Notice 37 and STA Circular 7 or to establish that we should not be taxed under STA Public Notice 37 and STA Circular 7. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—We face uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises by a non-PRC company.”

### **Hong Kong Taxation**

Our subsidiaries in Hong Kong were subject to income tax on their taxable income generated from operations in Hong Kong at a rate of 16.5%. For the years 2019, 2020 and 2021, the first HK\$2 million of profits earned by one of our subsidiaries incorporated in Hong Kong is taxed at a rate of 8.25%, while the remaining profits will continue to be taxed at the 16.5% tax rate. The payments of dividends by these companies to us are not subject to any Hong Kong withholding tax.

Our principal register of members is maintained by our principal share registrar, Maples Fund Services (Cayman) Limited, in the Cayman Islands, and our Hong Kong register of members is maintained by the Hong Kong share registrar, Computershare Hong Kong Investor Services Limited, in Hong Kong.

Dealings in our ordinary shares registered on our Hong Kong share register are subject to Hong Kong stamp duty. The stamp duty is charged to each of the seller and purchaser at the 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 Nasdaq and the Hong Kong Stock Exchange, we have moved a portion of our issued ordinary shares, including all of the ordinary shares deposited in our ADS program, 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 “Item 3. Key Information — D. Risk Factors — Risks Related to Our ADSs and Shares — There is uncertainty as to whether Hong Kong stamp duty will apply to the trading or conversion of our ADSs.”

### **Material United States Federal Income Taxation Considerations**

The following discussion is a summary of certain United States federal income tax considerations applicable to the purchase, ownership and disposition of shares or ADSs by a U.S. Holder (as defined below) who holds such shares or ADSs as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended, referred to in this section as the Code. This summary does not purport to be a complete analysis of all potential United States federal income tax effects. This summary is based on the Code, United States Treasury regulations promulgated thereunder, Internal Revenue Service, or IRS, rulings and judicial decisions and the income tax treaty between the United States and the PRC, or the U.S.-PRC Tax Treaty, all as in effect on the date hereof. All of these are subject to change, possibly with retroactive effect, or to different interpretations. Such change could materially and adversely affect the tax consequences described below. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences described below. Additionally, the discussion below is written on the basis that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement will be performed in accordance with the terms.



This summary does not address all aspects of United States federal income taxation that may be relevant to particular U.S. Holders in light of their specific circumstances (for example, U.S. Holders subject to the alternative minimum tax provisions of the Code) or to holders that may be subject to special rules under United States federal income tax law, including:

- broker dealers in stocks, securities, commodities or currencies;
- persons (including securities traders) that use a mark-to-market accounting method;
- banks and financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- tax-exempt entities;
- grantor trusts;
- persons holding shares or ADSs as part of a hedging or conversion transaction or a straddle;
- persons deemed to sell shares or ADSs under the constructive sale provisions of the Code;
- certain former citizens or residents of the United States;
- persons whose functional currency is not the U.S. dollar; and
- direct, indirect or constructive owners of 10% or more of the total combined vote or value of all classes of our equity.

This summary also does not discuss any aspect of state, local or non-U.S. tax law, or United States federal estate or gift tax law as applicable to U.S. Holders. Prospective purchasers are urged to consult their tax advisors about the United States federal, state and local and non-U.S. tax consequences to them of the purchase, ownership and disposition of shares or ADSs.

For purposes of this summary, “U.S. Holder” means a beneficial holder of shares or ADSs who or that for United States federal income tax purposes is:

- an individual citizen or resident of the United States;
- a corporation (or other entity classified as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to United States federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more “U.S. persons” (within the meaning of the Code) have the authority to control all substantial decisions of the trust, or if a valid election is in effect to be treated as a domestic trust.

If a partnership or other entity or arrangement classified as a partnership for United States federal income tax purposes holds shares or ADSs, the United States federal income tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. This summary does not address the tax consequences of any such partner. If you are a partner of a partnership holding shares or ADSs, you should consult your own tax advisor regarding the U.S. federal income tax consequences of acquiring, owning or disposing of our shares or ADSs.

#### **ADSs**

A U.S. Holder of ADSs generally will be treated as the owner of the underlying shares represented by those ADSs for United States federal income tax purposes. Accordingly, no gain or loss will be recognized if a U.S. Holder exchanges ADSs for the underlying shares represented by those ADSs.

The U.S. Treasury has expressed concern that parties to whom ADSs are released before shares are delivered to the depository or intermediaries in the chain of ownership between holders and the issuer of the security underlying the ADSs, may be taking actions that are inconsistent with the claiming of foreign tax credits by U.S. Holders of ADSs. These actions would also be inconsistent with the claiming of the reduced rate of tax, described below, applicable to dividends received by certain non-corporate U.S. Holders. Accordingly, the creditability of non-U.S. withholding taxes (if any), and the availability of the reduced tax rate for dividends received by certain non-corporate U.S. Holders, each described below, could be affected by actions taken by such parties or intermediaries. For purposes of the discussion below, we assume that intermediaries in the chain of ownership between the holder of an ADS and us are acting consistently with the claim of U.S. foreign tax credits by U.S. Holders.

#### **Taxation of Dividends and Other Distributions on the Shares or ADSs**

Subject to the passive foreign investment company, or PFIC, rules discussed below, the gross amount of any distributions (including withheld taxes, if any) paid by our company out of current or accumulated earnings and profits (as determined for United States federal income tax purposes) generally will be taxable to a U.S. Holder as foreign source dividend income on the date such distribution is actually or constructively received, and will not be eligible for the dividends received deduction generally allowed to corporations. Distributions in excess of current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of the U.S. Holder's adjusted tax basis in the shares or ADSs and thereafter as capital gain. However, we do not maintain calculations of our earnings and profits in accordance with United States federal income tax accounting principles. U.S. Holders should therefore assume that any distribution by our company with respect to the shares or ADSs will constitute dividend income. U.S. Holders should consult their own tax advisors with respect to the appropriate United States federal income tax treatment of any distribution received from our company. This discussion assumes that distributions, if any, will be made in U.S. dollars.

Certain dividends received by non-corporate U.S. Holders, including individuals, may be eligible for the special reduced rates normally applicable to long-term capital gains, provided that certain conditions are satisfied. A U.S. Holder is not able to claim the reduced rate for any year in which we are treated as a PFIC. See "Passive Foreign Investment Company Considerations," below. Dividends may be taxed at the lower applicable capital gains rate provided that (1) our shares or ADSs, as applicable, are readily tradable on an established securities market in the United States, (2) our company is not a PFIC (as discussed below) for either our taxable year in which the dividends were paid or the preceding taxable year, and (3) certain holding period and other requirements are met. Because our ADSs are listed on the NASDAQ Global Select Market, they are considered for purposes of clause (1) above to be readily tradable on an established securities market in the United States. However, because our ordinary shares are not listed on an established securities market, we do not believe that dividends paid on our ordinary shares that are not represented by ADSs currently meet the conditions required for these reduced tax rates. There can be no assurance that our ADSs will be considered readily tradable on an established securities market in subsequent years.

Alternatively, non-corporate U.S. holders may be eligible for the special reduced rates normally applicable to long-term capital gains if we are eligible for benefits under a comprehensive U.S. income tax treaty that includes an exchange of information program and which the U.S. Treasury Department has determined is satisfactory for these purposes. The United States does not have a comprehensive income tax treaty with the Cayman Islands. However, in the event that we were deemed to be a PRC resident enterprise under the enterprise income tax law, although no assurance can be given, we might be considered eligible for the benefits of the U.S.-PRC Tax Treaty for purposes of these rules. U.S. Holders should consult their own tax advisors regarding the availability of the reduced tax rates on dividends paid with respect to our ordinary shares or ADSs in light of their particular circumstances.

In the event that dividends from our company are subject to withholding by the PRC, a U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of foreign withholding taxes imposed on dividends received on the shares or ADSs. For purposes of calculating the U.S. foreign tax credit, dividends paid on our shares or ADSs will be treated as income from sources outside the United States, and will generally constitute passive category income. A U.S. Holder who does not elect to claim a foreign tax credit for foreign income tax withheld, may instead claim a deduction, for United States federal income tax purposes, in respect of such withholdings, but only for a year in which such holder elects to do so for all creditable foreign income taxes. The U.S. foreign tax credit rules are complex. U.S. Holders should consult their own tax advisors regarding the foreign tax credit rules in light of their particular circumstances.

#### **Taxation of Disposition of Shares or ADSs**

Subject to the PFIC rules discussed below, you will generally recognize taxable gain or loss on any sale or exchange or other taxable disposition of a share or ADS in an amount equal to the difference between the amount realized (determined in the case of a sale or exchange in a currency other than U.S. dollars by reference to the spot exchange rate in effect on the date of the sale or exchange or, if sold or exchanged on an established securities market and the U.S. Holder is a cash basis taxpayer or an electing accrual basis taxpayer, the spot exchange rate in effect on the settlement date) for the share or ADS and your adjusted tax basis (in U.S. dollars) in the share or ADS. A U.S. Holder's initial tax basis will be the U.S. Holder's U.S. dollar purchase price for such share or ADS. The gain or loss will generally be capital gain or loss and will be long-term capital gain or loss if you have held the share or ADS for more than one year. Long-term capital gains of non-corporate U.S. Holders are eligible for reduced rates of taxation. The deductibility of a capital loss may be subject to limitations. Any gain or loss that you recognize generally will be treated as United States source gain or loss for United States foreign tax credit purposes. In the event PRC tax were to be imposed on any gain from the disposition of shares or ADSs, such gain may be treated as PRC source gain under the U.S.-PRC Tax Treaty, in which case a U.S. Holder eligible for treaty benefits may be able to claim a foreign tax credit, subject to applicable limitations. See discussion above under the heading "Taxation of Dividends and Other Distributions on the Shares or ADSs" regarding the potential availability of U.S.-PRC Tax Treaty Benefits. Because the determination of treaty benefit eligibility is fact intensive and depends upon a holder's particular circumstances, U.S. Holders should consult their tax advisors regarding U.S.-PRC Tax Treaty benefit eligibility. U.S. Holders are also encouraged to consult their own tax advisors regarding the tax consequences in the event PRC tax were to be imposed on a disposition of shares or ADSs, including the availability of the U.S. foreign tax credit and the ability and whether to treat any gain as PRC source gain for the purposes of the U.S. foreign tax credit in consideration of their particular circumstances.

#### **Tax on Net Investment Income**

A 3.8% tax is imposed on the "net investment income" (as defined in section 1411 of the Code) of individuals whose income exceeds certain threshold amounts, and of certain trusts and estates under similar rules. U.S. Holders should consult their tax advisors regarding the applicability of this net investment income tax in respect of an investment in our company in light of their particular circumstances.

#### **Passive Foreign Investment Companies**

A non-U.S. corporation will be classified as a PFIC for any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to applicable "look-through rules," either (i) at least 75% of its gross income is "passive income" or (ii) at least 50% of the average value (determined on a quarterly basis) of its assets is attributable to assets which produce passive income or are held for the production of passive income. Passive income generally includes dividends, interest, rents and royalties (other than certain rents and royalties derived in the active conduct of a trade or business), annuities and gains from assets that produce passive income.

We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the stock.

Additionally, if we are classified as a PFIC in any taxable year with respect to which a U.S. Holder owns shares or ADSs, we generally will continue to be treated as a PFIC with respect to such U.S. Holder in all succeeding taxable years, regardless of whether we continue to meet the tests described above, unless the U.S. Holder makes the "deemed sale election" described below. Furthermore, if we are treated as a PFIC then one or more of our subsidiaries may also be treated as PFICs.

Based on certain estimates of our gross income and gross assets (which estimates are inherently imprecise), we do not believe that we were a PFIC for taxable year 2020 for United States federal income tax purposes. The determination of whether we will be classified as a PFIC is made annually and depends on particular facts and circumstances. In particular, the fair market value of some of our company's assets may be determined in large part by the market price of the ADSs, which is likely to fluctuate. In addition, the composition of our company's income and assets will be affected by how, and how quickly, our company spends any cash that is raised. Thus, no assurance can be provided that our company would not be classified as a PFIC for any future taxable year. Furthermore, while we believe our valuation approach is reasonable, it is possible that the IRS could challenge our determination concerning our PFIC status. For these reasons, there can be no assurance that we were not a PFIC in 2020 or that we will not be a PFIC for any future taxable year.

#### ***U.S. Federal Income Tax Treatment of a Shareholder of a PFIC***

If our company is classified as a PFIC for any taxable year during which a U.S. Holder owns shares or ADSs, the U.S. Holder, absent certain elections (including a mark-to-market election and a QEF election as described below), will generally be subject to adverse rules (regardless of whether our company continues to be classified as a PFIC) with respect to (i) any "excess distributions" (generally, any distributions received by the U.S. Holder on the shares or ADSs in a taxable year that are greater than 125% of the average annual distributions received by the U.S. Holder in the three preceding taxable years or, if shorter, the U.S. Holder's holding period for the shares or ADSs) and (ii) any gain realized on the sale or other disposition of shares or ADSs.

Under these rules (a) the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period, (b) the amount allocated to the current taxable year and any taxable year prior to the first taxable year in which our company is classified as a PFIC will be taxed as ordinary income, and (c) the amount allocated to each of the other taxable years during which our company was classified as a PFIC will be subject to tax at the highest rate of tax in effect for the applicable category of taxpayer for that year and an interest charge will be imposed with respect to the resulting tax attributable to each such other taxable year.

If we are a PFIC in any year with respect to a U.S. Holder, and any of our subsidiaries are also PFICs, such U.S. Holder will be treated as owning a proportionate share (by value) of the shares of the lower-tier PFICs for purposes of these rules. Non-corporate U.S. Holders will not be eligible for the reduced tax rate on any dividends received from us if we are a PFIC in the taxable year in which such dividends are paid or in the preceding taxable year.

If we are classified as a PFIC and then cease to be so classified, a U.S. Holder may make an election (a "deemed sale election") to be treated for U.S. federal income tax purposes as having sold such U.S. Holder's ordinary shares or ADSs on the last day of our taxable year during which we were a PFIC. A U.S. Holder that makes a deemed sale election would then cease to be treated as owning stock in a PFIC. However, gain recognized as a result of making the deemed sale election would be subject to the adverse rules described above and loss would not be recognized.

#### ***Mark-to-Market Election***

In certain circumstances, a U.S. Holder may be eligible to make a mark-to-market election with respect to its shares or ADSs if such shares or ADSs qualify as "marketable stock" under applicable U.S. federal income tax rules. For purposes of these rules, "marketable stock" is stock which is "regularly traded" (traded in greater than de minimis quantities on at least 15 days during each calendar quarter) on a "qualified exchange" or other market within the meaning of applicable U.S. Treasury regulations. A "qualified exchange" includes a national securities exchange that is registered with the SEC.

A U.S. Holder that makes an effective mark-to-market election must include in gross income, as ordinary income, rather than capital gain, for each taxable year an amount equal to the excess, if any, of the fair market value of the shares or ADSs, as applicable, at the close of the taxable year over the U.S. Holder's adjusted basis in the shares or ADSs.

An electing U.S. Holder may also claim an ordinary loss deduction for the excess, if any, of the U.S. Holder's adjusted tax basis in such shares or ADSs over their fair market value at the close of the taxable year, but this deduction is allowable only to the extent of any net mark-to-market gains previously included in income pursuant to the mark-to-market election. The adjusted tax basis of a U.S. Holder's shares or ADSs with respect to which the mark-to-market election applies would be adjusted to reflect amounts included in gross income or allowed as a deduction because of such election. If a U.S. Holder makes an effective mark-to-market election with respect to our shares or ADSs, gains from an actual sale or other disposition of such shares or ADSs in a year in which we are a PFIC would be treated as ordinary income, and any losses incurred on such sale or other disposition would be treated as ordinary losses to the extent of any net mark-to-market gains previously included in income.

If we are classified as a PFIC for any taxable year in which a U.S. Holder owns shares or ADSs but before a mark-to-market election is made, the adverse PFIC rules described above will apply to any mark-to-market gain recognized in the year the election is made. Otherwise, a mark-to-market election will be effective for the taxable year for which the election is made and all subsequent taxable years unless the shares or ADSs are no longer regularly traded on a qualified exchange or the IRS consents to the revocation of the election. Our ADSs are listed on the NASDAQ Global Select Market, which is a qualified exchange or other market for purposes of the mark-to-market election. Consequently, if the ADSs continue to be so listed, and are "regularly traded" for purposes of these rules (for which no assurance can be given) we expect that the mark-to-market election would be available to a U.S. Holder with respect to our ADSs.

A mark-to-market election is not permitted for the shares of any of our subsidiaries that are also classified as PFICs. Prospective investors should consult their own tax advisors regarding the availability of, and the procedure for, and the effect of making, a mark-to-market election, and whether making the election would be advisable, including in light of their particular circumstances.

#### ***"QEF" Election***

The PFIC rules permit a holder of PFIC stock in certain circumstances to avoid some of the disadvantageous tax treatment described above by making a "qualified electing fund," or QEF, election to be taxed currently on its share of the PFIC's undistributed income. We do not, however, intend to provide the information regarding our income that the U.S. Investor would need to make a QEF election if we are classified as a PFIC.

If we are a PFIC in any year with respect to a U.S. Holder, and any of our subsidiaries are also PFICs, such U.S. Holder will be treated as owning a proportionate share (by value) of the shares of the lower-tier PFICs for purposes of these rules. Non-corporate U.S. Holders will not be eligible for the reduced tax rate on any dividends received from us if we are a PFIC in the taxable year in which such dividends are paid or in the preceding taxable year.

If we are a PFIC in any year with respect to a U.S. Holder, such U.S. Holder will be required to file an annual information return on IRS Form 8621 regarding distributions received on our shares or ADSs and any gain realized on the disposition of our shares or ADSs, and certain U.S. Holders will be required to file an annual information return (also on IRS Form 8621) relating to their ownership of our shares or ADSs.

U.S. Holders should consult their tax advisors regarding the potential application of the PFIC regime, including eligibility for and the manner and advisability of making a mark-to-market election and related reporting requirements.

NO ASSURANCE CAN BE GIVEN THAT WE ARE NOT CURRENTLY A PFIC OR THAT WE WILL NOT BECOME A PFIC IN THE FUTURE. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE OPERATION OF THE PFIC RULES AND RELATED REPORTING REQUIREMENTS IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES, INCLUDING THE ADVISABILITY AND EFFECTS OF MAKING ANY ELECTION THAT MAY BE AVAILABLE.

### **Information Reporting and Backup Withholding; Specified Foreign Financial Assets**

The proceeds of a sale or other disposition, as well as dividends paid with respect to shares or ADSs by a United States payor (including any payments received from a U.S. financial intermediary), generally will be reported to the IRS and to the U.S. Holder as required under applicable regulations. Backup withholding tax (currently at a rate of 24%) may apply to these payments if the U.S. Holder is not otherwise exempt and:

- the holder fails to furnish the holder's taxpayer identification number, which for an individual is ordinary his or her social security number;
- the holder furnishes an incorrect taxpayer identification number;
- the applicable withholding agent is notified by the IRS that the holder previously failed to properly report payments of interest or dividends; or
- the holder fails to certify under penalties of perjury that the holder has furnished a correct taxpayer identification number and that the IRS has not notified the holder that the holder is subject to backup withholding.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's U.S. federal income tax liability (if any) or refunded provided the required information is furnished to the IRS in a timely manner. U.S. Holders should consult their tax advisors as to their qualification for exemption from backup withholding tax and the procedure for establishing an exemption.

Certain U.S. Holders of specified foreign financial assets with an aggregate value in excess of the applicable dollar threshold are required to report information relating to their holding of stock or securities issued by a non-U.S. person (such as our company), subject to certain exceptions (including an exception for shares held in accounts maintained by certain financial institutions) with their tax return for each year in which they hold such stock or securities. U.S. Holders should consult their own tax advisors regarding the information reporting obligations that may arise from their acquisition, ownership or disposition of our shares or ADSs.

THE ABOVE DISCUSSION DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR INVESTOR. PROSPECTIVE INVESTORS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN OUR ORDINARY SHARES OR ADSs.

### **Enforcement of Civil Liabilities**

We are an exempted company incorporated in the Cayman Islands because of the following benefits found there:

- political and economic stability;
- an effective judicial system;
- a favorable tax system;
- the absence of exchange control or currency restrictions; and
- the availability of professional and support services.

However, certain disadvantages accompany incorporation in the Cayman Islands. These disadvantages include, but are not limited to, the following:

- the Cayman Islands has a less developed body of securities laws as compared to the United States and provides significantly less protection to investors; and
- Cayman Islands companies may not have standing to sue before the federal courts of the United States.

Our constitutional documents do not contain provisions requiring that disputes, including those arising under the securities laws of the United States, between us, our officers, directors and shareholders be arbitrated.

A substantial portion of our current operations is conducted in China through our wholly-owned subsidiaries which are incorporated in China, Hong Kong, the British Virgin Islands or the Cayman Islands. All or most of our assets are located in China. A majority of our directors and officers are nationals or residents of jurisdictions other than the United States and a substantial portion of their assets are located outside the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon these persons, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States.

Maples and Calder (Hong Kong) LLP, our counsel as to Cayman Islands law, and Zhong Lun Lawyers, our counsel as to Chinese law, have advised us, respectively, that there is uncertainty as to whether the courts of the Cayman Islands or China would:

- (1) recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or
- (2) entertain original actions brought in the Cayman Islands or China against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

Maples and Calder (Hong Kong) LLP has further advised us that there is uncertainty under Cayman Islands law with regard to whether a judgment obtained from the United States courts under the civil liability provisions of the securities laws will be determined by the courts of the Cayman Islands as penal or punitive in nature. If such a determination is made, the courts of the Cayman Islands will not recognize or enforce the judgment against a Cayman company. Because the courts of the Cayman Islands have yet to rule on whether such judgments are penal or punitive in nature, it is uncertain whether they would be enforceable in the Cayman Islands. Maples and Calder (Hong Kong) LLP has advised us that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States, a judgment obtained in a foreign court of competent jurisdiction will be recognized and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided that such judgment: (a) is given by a foreign court of competent jurisdiction; (b) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given; (c) is final; (d) is not in respect of taxes, a fine or a penalty; and (e) was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands.

Zhong Lun Lawyers has advised us further that the recognition and enforcement of foreign judgments are provided for under Chinese Civil Procedures Law. Chinese courts may recognize and enforce foreign judgments in accordance with the requirements of Chinese Civil Procedures Law based either on treaties between China and the country where the judgment is made or on reciprocity between jurisdictions.

**F. Dividends and Paying Agents**

Not applicable.

**G. Statement by Experts**

Not applicable.

**H. Documents on Display**

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including us, at <http://www.sec.gov>. Our company website can be accessed at <http://ir.netease.com>.

As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

Our financial statements have been prepared in accordance with U.S. GAAP.

In accordance with NASDAQ Marketplace Rule 5250(d)(1), we will post this annual report on Form 20-F on our website at <http://ir.netease.com> under the heading "Annual Reports." In addition, we will provide hardcopies of our annual report free of charge to shareholders and ADS holders upon request.

## **I. Subsidiary Information**

Not applicable.

## **Item 11. Quantitative and Qualitative Disclosures About Market Risk**

### **Interest Rate Risk**

Our exposure to market rate risk for changes in interest rates relates primarily to the interest income generated by excess cash invested in financial products issued by commercial banks in China, as well as interest expenses payable on our short-term bank borrowings. All of our short-term bank borrowings as of December 31, 2021 were at fixed rates.

Interest instruments carry a degree of interest rate risk. We have not been exposed nor do we anticipate being exposed to material risks due to changes in interest rates. However, our future net interest income may fall short of expectations due to changes in interest rates. Based on our interest instruments as of December 31, 2021, a 10% change in the interest rate would result in an increase or decrease of RMB152.0 million (US\$23.8 million) of our total amount of net interest income or of RMB64.0 million (US\$10.1 million) of our total amount of investment income from short-term investments in 2021.

### **Foreign Currency Risk**

A significant majority of our revenues and expenses are denominated in Renminbi, but as noted above, a certain portion of our cash is kept in U.S. dollars, HK dollars and Euro. Although we believe that, in general, our exposure to foreign exchange risks should be limited, the value of our ADSs will be affected by the foreign exchange rate between U.S. dollars, HK dollars, Euro and Renminbi. For example, to the extent that we need to convert U.S. dollars, HK dollars or Euro into Renminbi for our operational needs and the Renminbi appreciates against the U.S. dollars, HK dollars or Euro at that time, our financial position and the price of our ADSs may be adversely affected. Conversely, if we decide to convert our Renminbi into U.S. dollars for the purpose of declaring dividends on our ADSs or otherwise and the U.S. dollar, HK dollars or Euro appreciates against the Renminbi, the U.S. dollar equivalent of our earnings from our subsidiaries and controlled entities in China would be reduced.

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the PBOC. The PRC government allowed the Renminbi to appreciate by more than 20% against the U.S. dollar between July 2005 and July 2008. 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, Renminbi has fluctuated against the U.S. dollar, at certain times significantly and unpredictably. With the development of the foreign exchange market progressing towards interest rate liberalization and Renminbi internationalization and economic uncertainties in both China and the world, the PRC government 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.



We translate our monetary assets and liabilities which are denominated in currencies other than Renminbi into Renminbi as of each accounting period end, in accordance with applicable accounting standards. As a result of this foreign currency translation, we reported net foreign exchange losses of RMB490.5 million (US\$77.0 million) in 2021, compared to net foreign exchange losses of RMB3,112.2 million in 2020. 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 effectiveness of these hedges may be limited and we may not be able to successfully hedge our exposure. Accordingly, we may incur economic losses in the future due to foreign exchange rate fluctuations, which could have a negative impact on our financial condition and results of operations.

As of December 31, 2021, we had U.S. dollar-denominated debt outstanding of US\$2,649.5 million. If the U.S. dollar had appreciated/depreciated by 10% against the Renminbi, our U.S. dollar-denominated debt as of December 31, 2021 would have increased/decreased by RMB1,688.4 million in Renminbi terms.

As of December 31, 2021, we had U.S. dollar-denominated cash and cash equivalents and time deposits of US\$7,245.4 million. If the U.S. dollar had appreciated/depreciated by 10% against the Renminbi, our U.S. dollar-denominated cash and cash equivalents and time deposits as of December 31, 2021 would have increased/decreased by RMB4,617.2 million in Renminbi terms.

## **Item 12. Description of Securities Other than Equity Securities**

### **A. Debt Securities**

Not applicable.

### **B. Warrants and Rights**

Not applicable.

### **C. Other Securities**

Not applicable.

### **D. American Depositary Shares**

#### **Our ADSs**

Our ADSs representing our ordinary shares trade on Nasdaq. Dealings in our ADSs on Nasdaq are conducted in U.S. dollars.

ADSs may be held either:

- (a) directly: (i) by having an American Depositary Receipt, also referred to as an ADR, which is a certificate evidencing a specific number of ADSs registered in the holder's name; or (ii) by having uncertificated ADSs registered in the holder's name; or
- (b) indirectly, by holding a security entitlement in ADSs through a broker or other financial institution that is a direct or indirect participant in The Depository Trust Company, also called DTC.

The depository for our ADSs is The Bank of New York Mellon, whose office is located at 240 Greenwich Street, New York, New York 10286, United States.

***Fees and charges our ADS holders may have to pay***

The Bank of New York Mellon collects its fees for delivery and surrender of ADSs directly from investors depositing ordinary 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 refuse to provide fee-attracting services until its fees for those services are paid.

<b>Persons depositing or withdrawing shares or ADS holders must pay:</b>	<b>For:</b>
US\$5.00 or less per 100 ADSs (or portion thereof)	<ul style="list-style-type: none"><li>• Issuance of ADSs, including issuances resulting from a distribution of ordinary shares or rights or other property</li><li>• Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates</li></ul>
US\$0.02 or less per ADS (or portion thereof)	<ul style="list-style-type: none"><li>• Distributions of cash dividends or other cash distributions</li></ul>
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	<ul style="list-style-type: none"><li>• Distribution of securities distributed to holders of deposited securities (including rights) that are distributed by the depositary to ADS holders</li></ul>
US\$1.50 per or less per certificate presented for transfer	<ul style="list-style-type: none"><li>• Transfer of American depositary receipts, or ADRs</li></ul>
Registration or transfer fees	<ul style="list-style-type: none"><li>• 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</li></ul>
Expenses of the depositary	<ul style="list-style-type: none"><li>• Cable, telex and facsimile transmissions (when expressly provided in the deposit agreement)</li><li>• Converting foreign currency to U.S. dollars</li></ul>
Taxes and other governmental charges the depositary or the custodian have to pay on any ADS or ordinary shares underlying an ADS, for example, stock transfer taxes, stamp duty or withholding taxes	<ul style="list-style-type: none"><li>• As necessary</li></ul>

***Fees and other payments made by the depositary to us***

Our depositary has agreed to share with us certain fees payable to the depositary by holders of ADSs. For the year ended December 31, 2021, the depositary paid us US\$1.6 million pursuant to this arrangement.

**Ordinary Shares**

Our ordinary shares trade on the Hong Kong Stock Exchange in board lots of 100 ordinary shares. Dealings in our ordinary shares on the Hong Kong Stock Exchange will be conducted in Hong Kong dollars.

The transaction costs of dealings in our ordinary shares on the Hong Kong Stock Exchange include:

- (a) Hong Kong Stock Exchange trading fee of 0.005% of the consideration of the transaction, charged to each of the buyer and seller;
- (b) Securities and Futures Commission of Hong Kong transaction levy of 0.0027% of the consideration of the transaction, charged to each of the buyer and seller;

- (c) trading tariff of HK\$0.50 on each and every purchase or sale transaction. The decision on whether or not to pass the trading tariff onto investors is at the discretion of brokers;
- (d) transfer deed stamp duty of HK\$5.00 per transfer deed (if applicable), payable by the seller;
- (e) *ad valorem* stamp duty at a total rate of 0.2% of the value of the transaction, with 0.1% payable by each of the buyer and the seller;
- (f) stock settlement fee, which is currently 0.002% of the gross transaction value, subject to a minimum fee of HK\$2.00 and a maximum fee of HK\$100.00 per side per trade;
- (g) brokerage commission, which is freely negotiable with the broker (other than brokerage commissions for IPO transactions which are currently set at 1% of the subscription or purchase price and will be payable by the person subscribing for or purchasing the securities); and
- (h) the Hong Kong share registrar will charge between HK\$2.50 to HK\$20, depending on the speed of service (or such higher fee as may from time to time be permitted under the Hong Kong Listing Rules), for each transfer of ordinary shares from one registered owner to another, each share certificate canceled or issued by it and any applicable fee as stated in the share transfer forms used in Hong Kong.

Investors must settle their trades executed on the Hong Kong Stock Exchange through their brokers directly or through custodians. For an investor who has deposited his/her ordinary shares in his/her stock account or in his/her designated CCASS participant's stock account maintained with CCASS, settlement will be effected in CCASS in accordance with the General Rules of CCASS and CCASS Operational Procedures in effect from time to time. For an investor who holds the physical certificates, settlement certificates and the duly executed transfer forms must be delivered to his/her broker or custodian before the settlement date.

In connection with the initial public offering of our ordinary shares in Hong Kong (the "Hong Kong Public Offering"), we established a branch register of members in Hong Kong, or the Hong Kong share register, which is maintained by our Hong Kong Share Registrar, Computershare Hong Kong Investor Services Limited. Our principal register of members, or the Cayman share register, continues to be maintained by our Principal Share Registrar, Maples Fund Services (Cayman) Limited.

All ordinary shares offered in the Hong Kong Public Offering were registered on the Hong Kong share register in order to be listed and traded on the Hong Kong Stock Exchange.

#### **Converting Ordinary Shares Trading in Hong Kong into ADSs**

An investor who holds ordinary shares registered in Hong Kong and wishes to receive delivery of ADSs that trade on the Nasdaq must deposit or have his/her broker deposit the ordinary shares with the depository's Hong Kong custodian, The Hong Kong and Shanghai Banking Corporation Limited, or the custodian, in exchange for ADSs.

A deposit of ordinary shares trading in Hong Kong in exchange for ADSs involves the following procedures:

- (a) If the ordinary shares have been deposited with CCASS, the investor must transfer the ordinary shares to the depository's account with the custodian within CCASS by following the CCASS procedures for transfer and submit and deliver a duly completed and signed ADS delivery form to the custodian via his/her broker.
- (b) If the ordinary shares are held outside CCASS, the investor must arrange for the registration of a transfer of his/her ordinary shares into the depository's name and delivery of evidence of that registration to the custodian, and must sign and deliver an ADS delivery form to the depository.
- (c) Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, if applicable, the depository will register the corresponding number of ADSs in the name(s) requested by an investor and will deliver the ADSs as instructed in the ADS delivery form.

For ordinary shares deposited in CCASS, under normal circumstances, the above steps generally require two business days, provided that the investor has provided timely and complete instructions. For ordinary shares held outside CCASS in physical form, the above steps may take 14 business days, or more, to complete. Temporary delays may arise. For example, the transfer books of the depositary may from time to time be closed to ADS issuances. The investor will be unable to trade the ADSs until the procedures are completed.

#### **Converting ADSs to Ordinary Shares Trading in Hong Kong**

An investor who holds ADSs and wishes to receive ordinary shares that trade on the Hong Kong Stock Exchange must cancel the ADSs the investor holds and withdraw the ordinary shares from our ADS program and cause his/her broker or other financial institution to trade such ordinary shares on the Hong Kong Stock Exchange.

An investor that holds ADSs indirectly through a broker or other financial institution should follow the procedures of the broker or financial institution and instruct the broker to arrange for cancellation of the ADSs, and transfer of the underlying ordinary shares from the depositary's account with the custodian within the CCASS system to the investor's Hong Kong stock account.

For investors holding ADSs directly, the following steps must be taken:

- (a) To withdraw the ordinary shares from our ADS program, an investor who holds ADSs may turn in such ADSs at the office of the depositary (and the applicable ADR(s) if the ADSs are held in certificated form), and send an instruction to cancel such ADSs to the depositary. Those instructions must have a Medallion signature guarantee.
- (b) Upon payment or net of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, if applicable, the depositary will instruct the custodian to deliver the ordinary shares underlying the canceled ADSs to the CCASS account designated by the investor.
- (c) If an investor prefers to receive the ordinary shares outside CCASS, he/she must so indicate in the instruction delivered to the depositary.

For the ordinary shares to be received in CCASS, under normal circumstances, the above steps generally require two business days, provided that the investor has provided timely and complete instructions. For the ordinary shares to be received outside CCASS in physical form, the above steps may take 14 business days, or more, to complete. The investor will be unable to trade the ordinary shares on the Hong Kong Stock Exchange until the procedures are completed.

Temporary delays may arise. For example, the transfer books of the depositary may from time to time be closed to ADS cancellations. In addition, completion of the above steps and procedures for delivery of ordinary shares in a CCASS account is subject to there being a sufficient number of ordinary shares on the Hong Kong share register to facilitate a withdrawal from the ADS program directly into the CCASS system. We are not under any obligation to maintain or increase the number of ordinary shares on the Hong Kong share register to facilitate such withdrawals.

#### **Depositary Requirements**

Before the depositary delivers ADSs or permits withdrawal of the ordinary shares, the depositary may require:

- (a) production of satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- (b) compliance with procedures it may establish, from time to time, consistent with the deposit agreement, including completion and presentation of transfer documents.

The depositary may refuse to deliver, transfer, or register issuances, transfers and cancellations of ADSs generally when the transfer books of the depositary or of the Hong Kong ordinary share Registrar are closed or at any time if the depositary or we determine it advisable to do so.

All costs attributable to the transfer of the ordinary shares to effect a withdrawal from or deposit of the ordinary shares into our ADS program will be borne by the investor requesting the transfer or deposit. In particular, holders of ordinary shares and ADSs should note that the Hong Kong Share Registrar will charge between HK\$2.50 to HK\$20, depending on the speed of service (or such higher fee as may from time to time be permitted under the Hong Kong Listing Rules), for each transfer of the ordinary shares from one registered owner to another, each share certificate canceled or issued by it and any applicable fee as stated in the share transfer forms used in Hong Kong. In addition, holders of the ordinary shares and ADSs must pay up to US\$5.00 per 100 ADSs (or portion thereof) for each issuance of ADSs and each cancellation of ADSs, as the case may be, in connection with the deposit of the ordinary shares into, or withdrawal of the ordinary shares from, the ADS facility.

## **PART II.**

### **Item 13. Defaults, Dividend Arrearages and Delinquencies**

None.

### **Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds**

Not applicable.

### **Item 15. Controls and Procedures**

#### **Disclosure Controls and Procedures**

Our management, with the participation of William Lei Ding, our Chief Executive Officer, and Charles Zhaoxuan Yang, our Chief Financial Officer, have conducted an evaluation pursuant to Rule 13a-15 promulgated under the Exchange Act, as amended, of the effectiveness of our disclosure controls and procedures as of December 31, 2021. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that such disclosure controls and procedures were effective as of December 31, 2021.

#### **Management's Annual Report on Internal Control over Financial Reporting**

Our management's annual report on internal control over financial reporting is included in this annual report on pages F-1.

PricewaterhouseCoopers Zhong Tian LLP, our independent registered public accounting firm, audited the effectiveness of our company's internal control over the financial reporting period of December 31, 2021 as stated in this annual report beginning on page F-2.

#### **Changes in Internal Control over Financial Reporting**

There were no changes in our internal controls over financial reporting identified in connection with the evaluation required by Rules 13a-15 or 15d-15 that occurred during the period covered by this annual report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

### **Item 16A. Audit Committee Financial Expert**

Our board of directors has determined that Mr. Joseph Tong qualifies as an "audit committee financial expert" as defined by the applicable rules of the SEC and that Mr. Tong is "independent" as that term is defined in NASDAQ Marketplace Rule 5605(a)(2).

### **Item 16B. Code of Ethics**

We have adopted a Code of Business Conduct which applies to our employees, officers and non-employee directors, including our principal executive officer, principal financial officer, principal accounting officer or controller, and persons performing similar functions. This code is intended to qualify as a "code of ethics" within the meaning of the applicable rules of the SEC.

We have filed our Code of Business Conduct as an exhibit to our annual report on Form 20-F for the year ended December 31, 2006, filed on June 26, 2007. It is also available on our website under the Investor Relations section at <https://ir.netease.com>.

**Item 16C. Principal Accountant Fees and Services****Disclosure of Fees Charged by Independent Accountants**

The following table summarizes the fees charged by PricewaterhouseCoopers Zhong Tian LLP and its affiliates for certain services rendered to our company during 2020 and 2021.

	For the year ended December 31,	
	2020 <sup>(1)</sup>	2021 <sup>(1)</sup>
	RMB (in thousands)	
Audit fees <sup>(2)</sup>	35,890	40,007
Tax fees <sup>(3)</sup>	1,489	4,098
All other fees <sup>(4)</sup>	2,020	4,388
Total	39,399	48,493

- (1) The fees disclosed are exclusive of out-of-pocket expenses on the amounts paid, which totaled approximately RMB1,394,000 and RMB1,350,000 in 2020 and 2021, respectively.
- (2) "Audit fees" means the aggregate fees billed in each of the fiscal years for professional services rendered by our principal auditors for the audit of our annual financial statements and our internal controls over financial reporting issuance of comfort letters in connection with our global offering and secondary listing of our ordinary shares on the HKSE, as well as assistance with and review of documents filed with the SEC and other statutory and regulatory filings.
- (3) "Tax fees" means the aggregate fees billed in each of the fiscal years for professional services rendered by our principal auditors for tax compliance and tax advice.
- (4) "All other fees" includes the aggregate fees billed in each of the fiscal years for non-audit services rendered which were not listed above.

**Audit Committee Pre-approval Policies and Procedures**

Our audit committee has adopted procedures which set forth the manner in which the committee will review and approve all audit and non-audit services to be provided by PricewaterhouseCoopers Zhong Tian LLP and its affiliates before that firm is retained for such services. The pre-approval procedures are as follows:

- Any audit or non-audit service to be provided to us by the independent accountant must be submitted to the audit committee for review and approval, with a description of the services to be performed and the fees to be charged.
- The audit committee in its sole discretion then approves or disapproves the proposed services and documents such approval, if given, through written resolutions or in the minutes of meetings, as the case may be.

All of the services related to our company provided by PricewaterhouseCoopers Zhong Tian LLP and its affiliates listed above have been approved by our audit committee.

**Item 16D. Exemptions from the Listing Standards for Audit Committees**

We have not sought an exemption from the applicable listing standards for the audit committee of our board of directors.

**Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

On February 26, 2020, we announced a share repurchase program authorized by our board of directors pursuant to which we were authorized to purchase up to US\$1.0 billion of our outstanding ADSs and ordinary shares in open market transactions. On May 19, 2020, our board of directors approved an amendment to such program to increase the total authorized purchase amount to US\$2.0 billion. The share purchase program expired on March 1, 2021, and approximately 22.8 million ADSs had been purchased under this program.

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On February 25, 2021, we announced a share repurchase program authorized by our board of directors pursuant to which we were authorized to purchase up to US\$2.0 billion of our outstanding ADSs and ordinary shares in open market transactions for a period not to exceed 24 months. On August 31, 2021, our board of directors approved an amendment to such program to increase the total authorized purchase amount to US\$3.0 billion.

The table below shows the ADSs that we have repurchased for each month in 2021:

<u>Period</u>	<u>Total Number of ADSs Purchased<sup>(1)</sup></u>	<u>Average Price Paid Per ADS</u>	<u>Total Number of ADSs Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Approximate Maximum Dollar Value of ADSs that May Yet Be Purchased Under the Plans or Programs</u>
		US\$	US\$	
January 2021	876,006	108.44	94,997,071	279,906,506
February 2021	770,105	123.35	94,994,186	184,912,320
March 2021	1,317,231	106.25	139,955,713	1,865,044,127
April 2021	1,239,844	106.53	132,085,130	1,732,958,997
May 2021	1,077,860	109.12	117,617,502	1,615,341,496
June 2021	982,678	111.77	109,832,173	1,505,509,323
July 2021	1,320,156	104.01	137,306,872	1,368,202,451
August 2021	3,646,120	88.93	324,244,887	2,043,957,564
September 2021	3,961,909	85.88	340,252,793	1,703,704,771
October 2021	2,954,256	92.10	272,083,140	1,431,621,631
November 2021	1,482,869	105.19	155,985,005	1,275,636,626
December 2021	538,042	101.69	54,713,692	1,220,922,934
<b>Total</b>	<b>20,167,076</b>		<b>1,974,068,163</b>	

(1) Our ADS to ordinary share ratio is one ADS for every 5 ordinary shares.

On August 31, 2021, we announced a share purchase program authorized by our board of directors pursuant to which we were authorized to purchase up to US\$50.0 million worth of Youdao's outstanding ADSs on the New York Stock Exchange in open market transactions beginning on September 2, 2021 and for a period not to exceed 36 months. As of December 31, 2021, approximately 0.6 million ADSs had been purchased under this program.

**Item 16F. Change in Registrant's Certifying Accountants**

Not applicable.

**Item 16G. Corporate Governance**

As permitted by NASDAQ, in lieu of the NASDAQ corporate governance rules, but subject to certain exceptions, we may follow the practices of our home country which for the purpose of such rules is the Cayman Islands. Specifically, our board of directors adopted our RSU Plans without seeking shareholder approval which is generally required under Rule 5635(c) of the NASDAQ Marketplace Rules. There is no specific requirement under Cayman Islands law for shareholder approval to be obtained with respect to the establishment or amendment of equity compensation arrangements.

**Item 16H. Mine Safety Disclosure**

Not applicable.

**Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

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 for NetEase, Inc. and its subsidiaries are included at the end of this annual report.

**Item 19. Exhibits**

<b>Exhibit Number</b>	<b>Document</b>
1.1	<a href="#">Amended and Restated Memorandum of Association and Articles of Association of NetEase.com, Inc. (incorporated by reference to Exhibit 1.1 to Form 6-K furnished with the SEC on June 23, 2021)</a>
2.1	Specimen American Depositary Receipt of NetEase.com, Inc. (incorporated by reference to Exhibit 4.1 to Amendment No. 1 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on May 15, 2000)
2.2	Specimen Stock Certificate of NetEase.com, Inc. (incorporated by reference to Exhibit 4.2 to Amendment No. 1 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on May 15, 2000)
2.3	<a href="#">Deposit Agreement dated July 6, 2000 by and among NetEase.com, Inc., The Bank of New York and the owners and beneficial owners of American depositary receipts (incorporated by reference to Exhibit 1 to the Registrant's Registration Statement on Form F-6EF (File No. 333-115868) filed with the SEC on May 26, 2004)</a>
2.4*	<a href="#">Description of Ordinary Shares</a>
2.5	<a href="#">Description of American Depositary Shares (incorporated by reference to Exhibit 2.5 to the company's Annual Report on Form 20-F for the year ended December 31, 2019 filed with the SEC on April 29, 2020)</a>
3.1	<a href="#">Proxy Agreement dated April 15, 2009 between NetEase (Hangzhou) Network Co., Ltd. and Zhipeng Hu (incorporated by reference to Exhibit 3.3 to the company's Annual Report on Form 20-F for the year ended December 31, 2014 filed with the SEC on April 24, 2015)</a>
3.2	<a href="#">Shareholder Voting Rights Trust Agreement dated December 1, 2015 between NetEase (Hangzhou) Network Co., Ltd. and Tianlei Hu (incorporated by reference to Exhibit 3.8 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
3.3	<a href="#">Shareholder Voting Rights Trust Agreement dated December 1, 2015 between NetEase (Hangzhou) Network Co., Ltd. and Zhipeng Hu (incorporated by reference to Exhibit 3.9 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
3.4	<a href="#">Amended and Restated Shareholder Voting Right Trust Agreement dated November 30, 2015 among NetEase Information Technology (Beijing) Co., Ltd., Beijing Guangyitong Advertising Co., Ltd. (now known as Beijing NetEase Media Co., Ltd.) William Lei Ding and Xiaojun Hui (incorporated by reference to Exhibit 3.7 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
3.5	<a href="#">Shareholder Voting Rights Trust Agreement dated September 26, 2016 between NetEase Youdao Information Technology (Beijing) Co., Ltd. and William Lei Ding (incorporated by reference to Exhibit 3.6 to the company's Annual Report on Form 20-F for the year ended December 31, 2016 filed with the SEC on April 21, 2017)</a>



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<b>Exhibit Number</b>	<b>Document</b>
3.6	<a href="#">Shareholder Voting Right Trust Agreement dated November 20, 2017 between NetEase Youdao Information Technology (Beijing) Co., Ltd. and Feng Zhou (incorporated by reference to Exhibit 3.8 to the company's Annual Report on Form 20-F for the year ended December 31, 2017 filed with the SEC on April 20, 2018).</a>
4.1	<a href="#">2009 Restricted Share Unit Plan (incorporated by reference to Exhibit 10.1 to the company's Registration Statement on Form S-8 (file no. 333-164249) filed with the SEC on January 8, 2010).</a>
4.2	<a href="#">Form of Employment Agreement between NetEase.com, Inc. and its executive officers (incorporated by reference to Exhibit 4.3 to the company's Annual Report on Form 20-F for the year ended December 31, 2009 filed with the SEC on June 29, 2010).</a>
4.3	Copyright License Agreement dated February 3, 2000 between NetEase Information Technology (Beijing) Co., Ltd. and Guangzhou NetEase Computer System Co., Ltd. (incorporated by reference to Exhibit 10.8 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on March 27, 2000)
4.4	Trademark License Agreement dated February 3, 2000 between NetEase Information Technology (Beijing) Co., Ltd. and Guangzhou NetEase Computer System Co., Ltd. (incorporated by reference to Exhibit 10.9 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on March 27, 2000)
4.5	Supplemental Agreement (to Copyright License Agreement) dated April 27, 2000 between NetEase Information Technology (Beijing) Co., Ltd. and Guangzhou NetEase Computer System Co., Ltd. (incorporated by reference to Exhibit 10.10 to Amendment No.1 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on May 15, 2000)
4.6	Notice of Renewal dated April 2, 2001 relating to the Copyright License Agreement and the Trademark License Agreement each dated February 3, 2000 and made between NetEase Information Technology (Beijing) Co., Ltd. and Guangzhou NetEase Computer System Co., Ltd. (incorporated by reference to Exhibit 4.14 to the company's Annual Report on Form 20-F for the year ended December 31, 2000 filed with the SEC on August 31, 2001)
4.7	Online Advertising Agreement dated February 15, 2000 between Guangzhou NetEase Computer System Co., Ltd. and Beijing Guangyitong Advertising Co., Ltd. (incorporated by reference to Exhibit 10.15 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on March 27, 2000)
4.8	Notice of Renewal dated April 2, 2001 relating to the Online Advertising Agreement dated February 15, 2000 and made between Guangzhou NetEase Computer System Co., Ltd. and Beijing Guangyitong Advertising Co., Ltd. (incorporated by reference to Exhibit 4.21 to the company's Annual Report on Form 20-F for the year ended December 31, 2000 filed with the SEC on August 31, 2001)
4.9	Agreement dated May 12, 2000 between NetEase Information Technology (Beijing) Co., Ltd. and Guangzhou NetEase Computer System Co., Ltd. (incorporated by reference to Exhibit 10.41 to Amendment No. 1 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on May 15, 2000)
4.10	Supplemental Agreement dated May 12, 2000 (supplementing the Online Advertising Agreement dated February 15, 2000) between Guangzhou NetEase Computer System Co., Ltd. and Beijing Guangyitong Advertising Co., Ltd. (incorporated by reference to Exhibit 10.47 to Amendment No. 1 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on May 15, 2000)
4.11	Letter of Agreement dated June 6, 2000 among William Lei Ding, Bo Ding and NetEase.com, Inc. (incorporated by reference to Exhibit 10.49 to Amendment No. 2 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on June 15, 2000)

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<u>Exhibit Number</u>	<u>Document</u>
4.12	Supplemental Agreement dated June 15, 2000 (supplementing the Online Advertising Agreement dated February 15, 2000), between Beijing Guangyitong Advertising Co., Ltd. and Guangzhou NetEase Computer System Co., Ltd. (incorporated by reference to Exhibit 10.50 to Amendment No. 2 to the company's Registration Statement on Form F-1 (file no. 333-11724) filed with the SEC on June 15, 2000)
4.13	<a href="#">Supplemental Letter of Agreement dated May 17, 2004 (supplementing the Letter Agreement dated June 6, 2000 by and among William Lei Ding, Bo Ding and NetEase.com, Inc.) by and among William Lei Ding, Bo Ding, Jun Liang and NetEase.com, Inc. (incorporated by reference to Exhibit 4.39 to the company's Annual Report on Form 20-F for the year ended December 31, 2004 filed with the SEC on June 27, 2005)</a>
4.14	<a href="#">Second Supplemental Letter of Agreement dated July 15, 2004 (supplementing the Letter Agreement dated June 6, 2000 by and among William Lei Ding, Bo Ding and NetEase.com, Inc., as supplemented by the Supplemental Letter of Agreement dated May 17, 2004 by and among William Lei Ding, Bo Ding, Jun Liang and NetEase.com, Inc.) by and among William Lei Ding, Bo Ding, Jun Liang and NetEase.com, Inc. (incorporated by reference to Exhibit 4.40 to the company's Annual Report on Form 20-F for the year ended December 31, 2004 filed with the SEC on June 27, 2005)</a>
4.15	<a href="#">No. 3 Supplemental Letter of Agreement dated July 20, 2004 (supplementing the Letter Agreement dated June 6, 2000 by and among William Lei Ding, Bo Ding and NetEase.com, Inc., as supplemented by the Supplemental Letter of Agreement dated May 17, 2004 and the Second Supplemental Letter of Agreement dated July 15, 2004, each by and among William Lei Ding, Bo Ding, Jun Liang and NetEase.com, Inc.) by and among William Lei Ding, Bo Ding, Jun Liang and NetEase.com, Inc. (incorporated by reference to Exhibit 4.41 to the company's Annual Report on Form 20-F for the year ended December 31, 2004 filed with the SEC on June 27, 2005)</a>
4.16	<a href="#">Form of Cooperative Agreement (incorporated by reference to Exhibit 4.25 to the company's Annual Report on Form 20-F for the year ended December 31, 2012 filed with the SEC on April 22, 2013)</a>
4.17	<a href="#">Amendment and Novation of Operating Agreement dated May 1, 2014 among NetEase Information Technology (Beijing) Co., Ltd., Beijing Guangyitong Advertising Co., Ltd., Bo Ding and William Lei Ding (incorporated by reference to Exhibit 4.33 to the company's Annual Report on Form 20-F for the year ended December 31, 2014 filed with the SEC on April 24, 2015)</a>
4.18	<a href="#">Loan Agreement dated May 1, 2014 between NetEase Information Technology (Beijing) Co., Ltd. and Xiaojun Hui (incorporated by reference to Exhibit 4.35 to the company's Annual Report on Form 20-F for the year ended December 31, 2014 filed with the SEC on April 24, 2015)</a>
4.19	<a href="#">Equity Pledge Agreement dated May 1, 2014 between NetEase Information Technology (Beijing) Co., Ltd. and Xiaojun Hui (incorporated by reference to Exhibit 4.36 to the company's Annual Report on Form 20-F for the year ended December 31, 2014 filed with the SEC on April 24, 2015)</a>
4.20	<a href="#">Amended and Restated Letter of Agreement dated November 30, 2015 among NetEase, Inc., William Lei Ding and Xiaojun Hui (incorporated by reference to Exhibit 4.44 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
4.21	<a href="#">Loan Agreement dated December 1, 2015 between NetEase (Hangzhou) Network Co., Ltd. and Tianlei Hu (incorporated by reference to Exhibit 4.45 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
4.22	<a href="#">Loan Agreement dated December 1, 2015 between NetEase (Hangzhou) Network Co., Ltd. and Zhipeng Hu. (incorporated by reference to Exhibit 4.46 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
4.23	<a href="#">Amended and Restated Equity Pledge Agreement dated December 1, 2015 between NetEase (Hangzhou) Network Co., Ltd. and Tianlei Hu (incorporated by reference to Exhibit 4.47 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>

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<b>Exhibit Number</b>	<b>Document</b>
4.24	<a href="#">Amended and Restated Equity Pledge Agreement dated December 1, 2015 between NetEase (Hangzhou) Network Co., Ltd. and Zhipeng Hu. (incorporated by reference to Exhibit 4.48 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
4.25	<a href="#">Exclusive Purchase Option Agreement dated December 1, 2015 among NetEase (Hangzhou) Network Co., Ltd., Hangzhou NetEase Leihuo Technology Co., Ltd. and Tianlei Hu (incorporated by reference to Exhibit 4.49 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
4.26	<a href="#">Exclusive Purchase Option Agreement dated December 1, 2015 among NetEase (Hangzhou) Network Co., Ltd., Hangzhou NetEase Leihuo Technology Co., Ltd. and Zhipeng Hu (incorporated by reference to Exhibit 4.50 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
4.27	<a href="#">Operating Agreement dated December 1, 2015 among NetEase (Hangzhou) Network Co., Ltd., Hangzhou NetEase Leihuo Technology Co., Ltd., Tianlei Hu and Zhipeng Hu (incorporated by reference to Exhibit 4.51 to the company's Annual Report on Form 20-F for the year ended December 31, 2015 filed with the SEC on April 22, 2016)</a>
4.28	<a href="#">Loan Agreement dated September 26, 2016 between William Lei Ding and NetEase Youdao Information Technology (Beijing) Co., Ltd. (incorporated by reference to Exhibit 4.51 to the company's Annual Report on Form 20-F for the year ended December 31, 2016 filed with the SEC on April 21, 2017)</a>
4.29	<a href="#">Equity Pledge Agreement dated September 26, 2016 between William Lei Ding and NetEase Youdao Information Technology (Beijing) Co., Ltd. (incorporated by reference to Exhibit 4.52 to the company's Annual Report on Form 20-F for the year ended December 31, 2016 filed with the SEC on April 21, 2017)</a>
4.30	<a href="#">Exclusive Purchase Option Agreement dated September 26, 2016 among William Lei Ding, NetEase Youdao Information Technology (Beijing) Co., Ltd. and Youdao Computer System Co., Ltd. (incorporated by reference to Exhibit 4.53 to the company's Annual Report on Form 20-F for the year ended December 31, 2016 filed with the SEC on April 21, 2017)</a>
4.31	<a href="#">Operating Agreement dated September 26, 2016 among Youdao Computer System Co., Ltd., NetEase Youdao Information Technology (Beijing) Co., Ltd. and William Lei Ding. (incorporated by reference to Exhibit 4.54 to the company's Annual Report on Form 20-F for the year ended December 31, 2016 filed with the SEC on April 21, 2017)</a>
4.32	<a href="#">Cooperation Agreement dated July 1, 2015 between NetEase Youdao Information Technology (Beijing) Co., Ltd. and Youdao Computer System Co., Ltd. (incorporated by reference to Exhibit 4.55 to the company's Annual Report on Form 20-F for the year ended December 31, 2016 filed with the SEC on April 21, 2017)</a>
4.33	<a href="#">Loan Agreement dated November 20, 2017 between Feng Zhou and NetEase Youdao Information Technology (Beijing) Co., Ltd. (incorporated by reference to Exhibit 4.52 to the company's Annual Report on Form 20-F for the year ended December 31, 2017 filed with the SEC on April 20, 2018)</a>
4.34	<a href="#">Equity Pledge Agreement dated November 20, 2017 between Feng Zhou and NetEase Youdao Information Technology (Beijing) Co., Ltd. (incorporated by reference to Exhibit 4.53 to the company's Annual Report on Form 20-F for the year ended December 31, 2017 filed with the SEC on April 20, 2018)</a>
4.35	<a href="#">Exclusive Purchase Option Agreement dated November 20, 2017 among NetEase Youdao Information Technology (Beijing) Co., Ltd., Feng Zhou and Youdao Computer System Co., Ltd. (incorporated by reference to Exhibit 4.54 to the company's Annual Report on Form 20-F for the year ended December 31, 2017 filed with the SEC on April 20, 2018)</a>
4.36	<a href="#">Operating Agreement dated November 20, 2017 among NetEase Youdao Information Technology (Beijing) Co., Ltd., Youdao Computer System Co., Ltd. and Feng Zhou (incorporated by reference to Exhibit 4.55 to the company's Annual Report on Form 20-F for the year ended December 31, 2017 filed with the SEC on April 20, 2018)</a>

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<b>Exhibit Number</b>	<b>Document</b>
4.37	<a href="#">Supplementary Agreement of Assignment among NetEase (Hangzhou) Network Co., Ltd., Hangzhou NetEase Leihuo Technology Co., Ltd., Zhipeng Hu, Tianlei Hu and Long Cheng dated April 18, 2019 (incorporated by reference to Exhibit 4.58 to the company's Annual Report on Form 20-F for the year ended December 31, 2018 filed with the SEC on April 26, 2019)</a>
4.38	<a href="#">Master Transaction Agreement dated September 27, 2019 between NetEase, Inc. and Youdao, Inc. (incorporated by reference to Exhibit 4.52 to the company's Annual Report on Form 20-F for the year ended December 31, 2019 filed with the SEC on April 29, 2020)</a>
4.39	<a href="#">Transitional Services Agreement dated September 27, 2019 between NetEase, Inc. and Youdao, Inc. (incorporated by reference to Exhibit 4.53 to the company's Annual Report on Form 20-F for the year ended December 31, 2019 filed with the SEC on April 29, 2020)</a>
4.40	<a href="#">Non-Competition Agreement dated September 27, 2019 between NetEase, Inc. and Youdao, Inc. (incorporated by reference to Exhibit 4.54 to the company's Annual Report on Form 20-F for the year ended December 31, 2019 filed with the SEC on April 29, 2020)</a>
4.41	<a href="#">Cooperation Framework Agreement dated September 27, 2019 between NetEase, Inc. and Youdao, Inc. (incorporated by reference to Exhibit 4.55 to the company's Annual Report on Form 20-F for the year ended December 31, 2019 filed with the SEC on April 29, 2020)</a>
4.42	<a href="#">Intellectual Property License Agreement dated September 27, 2019 between NetEase, Inc. and Youdao, Inc. (incorporated by reference to Exhibit 4.56 to the company's Annual Report on Form 20-F for the year ended December 31, 2019 filed with the SEC on April 29, 2020)</a>
4.43	<a href="#">2019 Restricted Share Unit Plan (incorporated by reference to Exhibit 4.7 to the company's Registration Statement on Form S-8 (file no. 333-234189) filed with the SEC on October 15, 2019)</a>
4.44*+	<a href="#">Facility agreement of a five-year term loan facility and revolving loan facility agreement of US\$1.0 billion between the Registrant and the parties thereto dated June 2, 2021</a>
4.45*+	<a href="#">Letter of Amendment related to the above US\$1.0 billion five-year facility agreement between the Registrant and the parties thereto dated September 23, 2021</a>
4.46*+	<a href="#">Facility agreement of a revolving loan facility of US\$300 million between NetEase, Inc. as lender and Youdao, Inc. as borrower dated April 1, 2021</a>
8.1	<a href="#">List of Significant Subsidiaries and Variable Interest Entities of NetEase, Inc. (incorporated by reference to Exhibit 8.1 to the company's Annual Report on Form 20-F for the year ended December 31, 2020 filed with the SEC on April 28, 2021)</a>
11.1	<a href="#">Code of Business Conduct (incorporated by reference to Exhibit 11.1 to the company's Annual Report on Form 20-F for the year ended December 31, 2006 filed with the SEC on June 26, 2007)</a>
12.1*	<a href="#">Certification of Chief Executive Officer Required by Rule 13a-14(a)</a>
12.2*	<a href="#">Certification of Chief Financial Officer Required by Rule 13a-14(a)</a>
13.1**	<a href="#">Certification of Chief Executive Officer Required by Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code</a>
13.2**	<a href="#">Certification of Chief Financial Officer Required by Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code</a>

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<b>Exhibit Number</b>	<b>Document</b>
15.1	<a href="#">Charter of Audit Committee of the Board of Directors of the Registrant (incorporated by reference to Exhibit 15.1 to the company's Annual Report on Form 20-F for the year ended December 31, 2014 filed with the SEC on April 24, 2015)</a>
15.2*	<a href="#">Consent of PricewaterhouseCoopers Zhong Tian LLP, Independent Registered Public Accounting Firm</a>
15.3*	<a href="#">Consent of Maples and Calder (Hong Kong) LLP</a>
15.4*	<a href="#">Consent of Zhong Lun Law Firm</a>
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\*Filed with this annual report on Form 20-F

\*\*Furnished with this annual report on Form 20-F.

+ Certain identified information has been excluded from the exhibit because it is both not material and is the type that the registrant treats as private or confidential.

**SIGNATURES**

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

**NETEASE, INC.**

By: /s/ William Lei Ding  
William Lei Ding  
Chief Executive Officer

Date: April 28, 2022

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**NETEASE, INC.**

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**Management's Report on Internal Control over Financial Reporting**

The management of NetEase, Inc., or the Company, is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) and 15d-15(f) promulgated under the Securities Exchange Act of 1934, as amended.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. 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.

The Company's management, with the participation of the Company's principal executive and principal financial officer, assessed the effectiveness of the Company's internal control over financial reporting as of the end of the most recent fiscal year, December 31, 2021. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework (2013). Based on its assessment, management concluded that, as of the end of the Company's most recent fiscal year, December 31, 2021, the Company's internal control over financial reporting is effective based on those criteria.

PricewaterhouseCoopers Zhong Tian LLP, the Company's independent registered public accounting firm, has audited the effectiveness of the Company's internal control over financial reporting as of December 31, 2021, as stated in their report, which is included herein.



## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of NetEase, Inc.

### *Opinions on the Financial Statements and Internal Control over Financial Reporting*

We have audited the accompanying consolidated balance sheets of NetEase, Inc. and its subsidiaries (the “Company”) as of December 31, 2021 and 2020, and the related consolidated statements of operations and comprehensive income, of shareholders’ equity and of cash flows for each of the three years in the period ended December 31, 2021, 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, 2021, 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, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, 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 Report on Internal Control over Financial Reporting appearing on Page F-1 of this Annual Report on Form 20-F. 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 judgements. 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.

*Estimate of average playing period of paying players for recognition of in-game virtual items revenue*

As described in Notes 2(c) and 28 to the consolidated financial statements, the Company recognized RMB62.8 billion of revenues from online game services for the year ended December 31, 2021. Revenues of certain online games in-game virtual items are recognized ratably over the respective estimated average playing period of paying players in these games. Management considered the average period that players typically play the games and other game player behavior patterns, as well as various other factors, to arrive at estimates for the estimated average playing period of the paying players for each game. If a new game was launched and only a limited period of paying player data was available, then management considered other qualitative factors, such as the playing patterns for paying users for other games with similar characteristics and playing patterns of paying players. Significant management assumptions applied to estimate the average playing period of paying players for recognition of in-game virtual items revenue include: (i) estimating future players' churn rates based on historical players' churn rates; and (ii) similarities between new games and existing games with sufficient historical data in terms of characteristics and playing patterns of paying players.

The principal consideration for our determination that performing procedures relating to the estimates of average playing period of paying players for recognition of in-game virtual items revenue is a critical audit matter are the significant assumptions made by management in developing these estimates, which in turn led to a high degree of auditor judgement, and effort in performing procedures to evaluate the reasonableness of the significant assumptions used by management, including estimates of future players' churn rates and estimates of similarities between new games and existing games.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the key judgements, inputs and assumptions of the estimates of average playing period of paying players for recognition of in-game virtual items revenue. These procedures also included, among others, testing the completeness, accuracy and relevance of underlying data used in management's development of the estimates; checking the mathematical formula used in calculating the historical players' churn rate and estimated average playing period of paying players for recognition of in-game virtual items revenue and evaluating significant assumptions used by management. Evaluating management's assumptions involved assessing the reasonableness of the significant assumptions used by management including estimating future players' churn rates based on historical players' churn rates and similarities between new games and existing games with sufficient historical data in terms of characteristics and playing patterns of paying players.

*Impairment assessment of equity method investments and long-term equity investments without readily determinable fair values*

As described in Notes 2(j) and 11 to the consolidated financial statements, the Company's consolidated balance of investments in equity method investees and long-term equity investments without readily determinable fair values as at December 31, 2021 was RMB3,776.2 million and RMB8,803.0 million, respectively. Long-term equity investments without readily determinable fair value include ownership of stock or in-substance common stock issued by privately-held companies on which the Company does not have significant influence, and investments in privately-held companies' shares that are not ordinary shares or in-substance ordinary shares. Management conducts impairment tests for investments in equity method investees and long-term equity investments without readily determinable fair values at each balance sheet date, or more frequently if events or circumstances indicate that the carrying amount may not be recoverable. For equity method investments, the Company considers if the investment is impaired when events or circumstances suggest the carrying amount may not be recoverable, and recognizes any impairment charge in the consolidated statements of operations and comprehensive income for a decline in value that is determined to be other than temporary. For long-term equity investments without readily determinable fair values, the Company performs a qualitative assessment of the fair value of the equity interest in comparison to its carrying amount to determine if there is an indication of potential impairment. If such indication exists, management estimates the fair value of the investment, and records an impairment in the consolidated statements of operations and comprehensive income to the extent the carrying amount exceeds the fair value. Significant judgements management applies in the impairment assessment for these equity investments include: (i) the determination as to whether any impairment indicators exist during the year; (ii) the selection of valuation methods; (iii) the determination of significant assumptions used to value the equity investments, including selection of comparable companies and multiples, timing and probabilities of different scenarios, estimated volatility rate, risk-free rate and discount for lack of marketability; and (iv) judgements as to whether a decline in value of equity method investments was other than temporary.

The principal considerations for our determination that the impairment assessment of equity method investments and long-term equity investments without readily determinable fair values is a critical audit matter are (i) the high degree of auditor judgement and subjectivity involved in performing procedures relating to evaluating the reasonableness of significant judgements management applied in the impairment assessment; (ii) significant audit effort was necessary to perform procedures and evaluate evidence relating to significant assumptions management used to value the equity investments, such as selection of comparable companies and multiples, timing and probabilities of different scenarios, estimated volatility rate, risk-free rate and discount for lack of marketability; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

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 impairment assessment of equity method investments and long-term equity investments without readily determinable fair values. These procedures also included, among others, (i) testing management's qualitative evaluation as to whether indicators of impairment existed by assessing the evidence considered by management, as well as other relevant market information; (ii) assessing the appropriateness of the valuation methodology by exercising professional judgements based on our knowledge of the industry and the investee; (iii) testing assumptions used in management's valuation, including selection of comparable companies and multiples, timing and probabilities of different scenarios, estimated volatility rate, risk-free rate and discount for lack of marketability, by comparing certain assumptions to applicable industry or business data external to the Company, and leveraging our industry knowledge and information from our independent research; and (iv) testing the accuracy of the mathematical calculation applied in the valuation models and the calculation of impairment charges. We involved professionals with specialized skill and knowledge to assist in assessing the valuation model, assumptions used in management's valuation, including selection of comparable companies and multiples, estimated volatility rate and discount for lack of marketability, and testing of mathematical calculation in the valuation models.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
Beijing, the People's Republic of China  
April 28, 2022

We have served as the Company's auditor since 2002.

**NetEase, Inc.**  
**Consolidated Balance Sheets**  
**(in thousands except per share data)**

	Notes	December 31, 2020 RMB	December 31, 2021 RMB	December 31, 2021 US\$ Note 2(q)
<b>Assets</b>				
<b>Current assets:</b>				
Cash and cash equivalents	2(f)	9,117,219	14,498,157	2,275,077
Time deposits	2(f)	71,079,327	70,754,846	11,102,979
Restricted cash	2(f)	3,051,386	2,876,628	451,406
Accounts receivable, net		4,576,445	5,507,988	864,324
Inventories, net	2(i)	591,508	964,733	151,388
Prepayments and other current assets, net	6	6,076,543	6,235,857	978,541
Short-term investments	7	13,273,026	12,281,548	1,927,243
Assets held for sale		65,589	497	78
Total current assets		107,831,043	113,120,254	17,751,036
<b>Non-current assets:</b>				
Property, equipment and software, net	8	4,549,943	5,433,858	852,691
Land use rights, net	9	4,178,257	4,108,090	644,649
Operating lease right-of-use assets, net	10	773,176	1,044,152	163,850
Deferred tax assets	13(c)	1,086,759	1,297,954	203,677
Time deposits	2(f)	6,630,000	5,823,840	913,888
Restricted cash	2(f)	—	1,330	209
Long-term investments	11	11,711,259	18,804,902	2,950,899
Other long-term assets, net	12	5,108,682	4,008,456	629,014
Assets held for sale		5,463	1,088	171
Total non-current assets		34,043,539	40,523,670	6,359,048
Total assets		141,874,582	153,643,924	24,110,084
<b>Liabilities, Redeemable noncontrolling interests and Shareholders' equity</b>				
<b>Current liabilities:</b>				
Accounts payable		1,134,413	985,059	154,577
Salary and welfare payables		3,538,732	4,133,254	648,598
Taxes payable	14	4,282,835	4,537,050	711,962
Short-term loans	15	19,504,696	19,352,313	3,036,800
Deferred revenue	16	10,398,872	12,132,743	1,903,892
Accrued liabilities and other payables	17	7,006,819	9,026,508	1,416,456
Short-term operating lease liabilities	10	330,853	334,399	52,475
Liabilities held for sale		546,271	—	—
Total current liabilities		46,743,491	50,501,326	7,924,760
<b>Non-current liabilities:</b>				
Deferred tax liabilities	13(c)	713,439	1,345,874	211,197
Long-term operating lease liabilities	10	474,882	732,127	114,886
Long-term loans	18	—	1,275,140	200,097
Other long-term liabilities		148,846	365,581	57,368
Total non-current liabilities		1,337,167	3,718,722	583,548
Total liabilities		48,080,658	54,220,048	8,508,308
Commitments and contingencies	24			
Redeemable noncontrolling interests	19	10,796,120	145,238	22,791
<b>Shareholders' equity:</b>				
Ordinary shares, US\$0.0001 par value:				
1,000,300,000 shares authorized, 3,349,335 shares issued and outstanding as of December 31, 2020 and 3,273,835 shares issued and outstanding as of December 31, 2021		2,794	2,794	438
Additional paid-in capital		27,829,431	37,915,939	5,949,839
Treasury stock		(10,446,107)	(20,502,188)	(3,217,241)
Statutory reserves	2(u)	1,228,448	1,245,125	195,387
Accumulated other comprehensive loss		(650,457)	(828,065)	(129,941)
Retained earnings		64,162,689	77,494,475	12,160,574
NetEase, Inc.'s shareholders' equity		82,126,798	95,328,080	14,959,056
Noncontrolling interests	19	871,006	3,950,558	619,929
Total shareholders' equity		82,997,804	99,278,638	15,578,985
Total liabilities, redeemable noncontrolling interests and shareholders' equity		141,874,582	153,643,924	24,110,084

The accompanying notes are an integral part of these consolidated financial statements.

**NetEase, Inc.**  
**Consolidated Statements of Operations and Comprehensive Income**  
(in thousands except per share data or per ADS data)

	Notes	For the year ended December 31,			
		2019	2020	2021	2021
		RMB	RMB	RMB	US\$
Net revenues	28	59,241,145	73,667,133	87,606,026	13,747,297
Cost of revenues	28	(27,685,845)	(34,683,731)	(40,635,225)	(6,376,553)
<b>Gross profit</b>		<b>31,555,300</b>	<b>38,983,402</b>	<b>46,970,801</b>	<b>7,370,744</b>
<b>Operating expenses:</b>					
Selling and marketing expenses		(6,221,127)	(10,703,788)	(12,214,191)	(1,916,673)
General and administrative expenses		(3,130,298)	(3,371,827)	(4,263,549)	(669,044)
Research and development expenses		(8,413,224)	(10,369,382)	(14,075,991)	(2,208,830)
Total operating expenses		(17,764,649)	(24,444,997)	(30,553,731)	(4,794,547)
<b>Operating profit</b>		<b>13,790,651</b>	<b>14,538,405</b>	<b>16,417,070</b>	<b>2,576,197</b>
<b>Other income/(expenses):</b>					
Investment income, net		1,306,320	1,610,045	2,947,721	462,562
Interest income, net		821,774	1,598,618	1,519,714	238,476
Exchange gains/(losses), net		25,166	(3,112,152)	(490,481)	(76,967)
Other, net		439,422	737,168	710,435	111,482
<b>Income before tax</b>		<b>16,383,333</b>	<b>15,372,084</b>	<b>21,104,459</b>	<b>3,311,750</b>
Income tax	13(a)	(2,914,726)	(3,041,849)	(4,128,269)	(647,815)
Net income from continuing operations		13,468,607	12,330,235	16,976,190	2,663,935
Net income from discontinued operations		7,962,519	—	—	—
<b>Net income</b>		<b>21,431,126</b>	<b>12,330,235</b>	<b>16,976,190</b>	<b>2,663,935</b>
Accretion and deemed dividends in connection with repurchase of redeemable noncontrolling interests		(271,543)	(787,029)	(536,981)	(84,265)
Net loss attributable to noncontrolling interests and redeemable noncontrolling interests		77,933	519,548	417,633	65,536
<b>Net income attributable to NetEase, Inc.'s shareholders</b>		<b>21,237,516</b>	<b>12,062,754</b>	<b>16,856,842</b>	<b>2,645,206</b>
Including:					
Net income from continuing operations attributable to NetEase, Inc.'s shareholders		13,274,997	12,062,754	16,856,842	2,645,206
Net income from discontinued operations attributable to NetEase, Inc.'s shareholders	3	7,962,519	—	—	—
<b>Net income</b>		<b>21,431,126</b>	<b>12,330,235</b>	<b>16,976,190</b>	<b>2,663,935</b>
<b>Other comprehensive income</b>					
Foreign currency translation adjustment		(93,774)	(598,108)	(183,190)	(28,747)
<b>Total comprehensive income</b>		<b>21,337,352</b>	<b>11,732,127</b>	<b>16,793,000</b>	<b>2,635,188</b>
Comprehensive loss attributable to noncontrolling interests and redeemable noncontrolling interests		83,685	538,644	423,215	66,412
<b>Comprehensive income attributable to NetEase, Inc.'s shareholders</b>		<b>21,421,037</b>	<b>12,270,771</b>	<b>17,216,215</b>	<b>2,701,600</b>
Net income per share, basic		6.59	3.65	5.07	0.80
-Continuing operations		4.12	3.65	5.07	0.80
-Discontinued operations		2.47	—	—	—
Net income per ADS, basic		32.97	18.25	25.34	3.98
-Continuing operations		20.61	18.25	25.34	3.98
-Discontinued operations		12.36	—	—	—
Net income per share, diluted	23	6.53	3.60	5.01	0.79
-Continuing operations		4.08	3.60	5.01	0.79
-Discontinued operations		2.45	—	—	—
Net income per ADS, diluted		32.67	18.01	25.03	3.93
-Continuing operations		20.42	18.01	25.03	3.93
-Discontinued operations		12.25	—	—	—
Weighted average number of ordinary shares outstanding, basic	23	3,220,473	3,305,448	3,325,864	3,325,864
Weighted average number of ADS outstanding, basic		644,095	661,090	665,173	665,173
Weighted average number of ordinary shares outstanding, diluted	23	3,249,972	3,349,759	3,367,478	3,367,478
Weighted average number of ADS outstanding, diluted		649,994	669,952	673,496	673,496

The accompanying notes are an integral part of these consolidated financial statements

**NetEase, Inc.**  
**Consolidated Statements of Shareholders' Equity**  
**(in thousands)**

	Ordinary shares		Additional paid-in capital	Treasury stock		Statutory reserves	Accumulated other comprehensive income/(loss)	Retained earnings	Noncontrolling interests	Total shareholder equity
	Share	Amount RMB		Share	Amount RMB					
Balance as of December 31, 2018	3,199,018	2,620	—	—	—	1,214,578	17,050	43,997,388	794,209	46,025,843
Vesting of restricted share units	29,513	20	(1,487)	25	1,467	—	—	—	—	—
Share-based compensation	—	—	2,341,078	—	—	—	—	—	46,100	2,387,178
Appropriation to statutory reserves	—	—	—	—	—	11,129	—	(11,129)	—	—
Net income attributable to NetEase, Inc. and noncontrolling interest shareholders	—	—	—	—	—	—	—	21,509,059	(77,933)	21,431,126
Repurchase of shares	—	—	—	(25)	(1,467)	—	—	—	—	(1,467)
Repurchase of noncontrolling interest and redeemable noncontrolling interests	—	—	(4,279)	—	—	—	—	—	(53)	(4,332)
Change of capital from noncontrolling interest shareholders	—	—	1,153,528	—	—	—	—	—	378,654	1,532,182
Conversion of Youdao's preferred shares recognized as redeemable noncontrolling interests to ordinary shares	—	—	468,788	—	—	—	—	—	27,757	496,545
Dividends to shareholders	—	—	—	—	—	—	—	(8,840,634)	—	(8,840,634)
Foreign currency translation adjustment	—	—	—	—	—	—	(88,022)	—	(5,752)	(93,774)
Disposal of subsidiaries	—	—	(43,972)	—	—	(10,499)	(473)	10,499	(11,807)	(56,257)
Accretion of redeemable noncontrolling interests	—	—	—	—	—	—	—	(271,543)	(12,019)	(283,562)
Balance as of December 31, 2019	3,228,531	2,640	3,913,656	—	—	1,215,208	(71,445)	56,393,640	1,139,156	62,592,855
Vesting of restricted share units	20,578	15	(827,722)	8,582	827,707	—	—	—	—	—
Issuance of shares in Hong Kong, net of issuance costs	197,202	139	21,883,804	—	—	—	—	—	—	21,883,943
Share-based compensation	—	—	2,543,435	—	—	—	—	—	71,943	2,615,378
Appropriation to statutory reserves	—	—	—	—	—	13,240	—	(13,240)	—	—
Net income attributable to NetEase, Inc. and noncontrolling interest shareholders	—	—	—	—	—	—	—	12,849,783	(519,548)	12,330,235
Repurchase of shares	—	—	—	(105,558)	(11,273,814)	—	—	—	—	(11,273,814)
Repurchase of noncontrolling interest and redeemable noncontrolling interests	—	—	(18,852)	—	—	—	—	(204,705)	(2,496)	(226,053)
Change of capital from noncontrolling interest shareholders	—	—	335,110	—	—	—	—	—	214,203	549,313
Dividends to shareholders	—	—	—	—	—	—	—	(4,280,465)	—	(4,280,465)
Foreign currency translation adjustment	—	—	—	—	—	—	(579,012)	—	(19,096)	(598,108)
Accretion of redeemable noncontrolling interests	—	—	—	—	—	—	—	(582,324)	(13,156)	(595,480)
Balance as of December 31, 2020	3,446,311	2,794	27,829,431	(96,976)	(10,446,107)	1,228,448	(650,457)	64,162,689	871,006	82,997,802
Vesting of restricted share units	—	—	(2,714,220)	25,335	2,714,220	—	—	—	—	—
Share-based compensation	—	—	2,354,851	—	—	—	—	—	—	—
Appropriation to statutory reserves	—	—	—	—	—	16,677	—	(16,677)	—	—
Net income attributable to NetEase, Inc. and noncontrolling interest shareholders	—	—	—	—	—	—	—	17,393,823	(389,857)	17,003,966
Repurchase of shares	—	—	—	(100,835)	(12,770,301)	—	—	—	—	(12,770,301)
Repurchase of noncontrolling interest and redeemable noncontrolling interests	—	—	(53,743)	—	—	—	—	—	1,514	(52,229)
Change of capital from noncontrolling interest shareholders	—	—	1,694,471	—	—	—	—	—	1,142,239	2,836,710
Conversion of Cloud Music's preferred shares recognized as redeemable noncontrolling interests to ordinary shares	—	—	8,805,149	—	—	—	—	—	2,473,352	11,278,501
Dividends to shareholders	—	—	—	—	—	—	—	(3,508,379)	—	(3,508,379)
Dividends to noncontrolling interest shareholders	—	—	—	—	—	—	—	—	(731,250)	(731,250)
Foreign currency translation adjustment	—	—	—	—	—	—	(177,608)	—	(5,582)	(183,190)
Accretion of redeemable noncontrolling interests	—	—	—	—	—	—	—	(536,981)	(12,047)	(549,028)
Balance as of December 31, 2021	3,446,311	2,794	37,915,939	(172,476)	(20,502,188)	1,245,125	(828,065)	77,494,475	3,950,558	99,278,638

The accompanying notes are an integral part of these consolidated financial statements.

**NetEase, Inc.**  
**Consolidated Statements of Cash Flows**  
**(in thousands)**

	For the year ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US\$
				Note 2(q)
<b>Cash flows from operating activities:</b>				
Net income	21,431,126	12,330,235	16,976,190	2,663,935
Net income from discontinued operations	(7,962,519)	—	—	—
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	2,613,782	3,457,782	3,275,727	514,033
Fair value change of equity security investments and other financial instruments	(751,693)	(720,565)	(471,880)	(74,048)
Impairment losses on investments and other intangible assets	177,567	58,395	100,424	15,759
Share-based compensation cost	2,404,089	2,663,489	3,041,492	477,276
(Reversal of) Allowance for doubtful accounts/expected credit losses	(28,583)	40,600	265,930	41,730
Losses on disposal of property, equipment and software	5,122	6,482	54,052	8,482
Unrealized exchange (gains)/losses	(9,981)	3,102,492	488,604	76,673
Gains on disposal of long-term investments, business and subsidiaries	(98,489)	(27,063)	(186,920)	(29,332)
Deferred income taxes	150,629	88,179	407,948	64,016
Share of results on equity method investees and revaluation results from previously held equity interest	(4,322)	(302,602)	(1,573,068)	(246,849)
Fair value changes of short-term investments	(657,606)	(580,732)	(639,757)	(100,392)
Changes in operating assets and liabilities:				
Accounts receivable	(11,314)	(530,413)	(1,186,586)	(186,201)
Inventories	415,057	29,699	(343,587)	(53,916)
Prepayments and other assets	(1,488,564)	(13,554)	640,349	100,485
Accounts payable	13,229	(86,352)	(155,262)	(24,364)
Salary and welfare payables	146,146	528,927	505,334	79,298
Taxes payable	(133,801)	1,126,648	255,060	40,024
Deferred revenue	883,742	2,342,916	1,351,261	212,042
Accrued liabilities and other payables	(182,646)	1,373,608	2,121,416	332,896
Net cash provided by continuing operating activities	16,910,971	24,888,171	24,926,727	3,911,547
Net cash provided by discontinued operating activities	305,487	—	—	—
Net cash provided by operating activities	17,216,458	24,888,171	24,926,727	3,911,547
<b>Cash flows from investing activities:</b>				
Purchase of property, equipment and software	(1,209,477)	(1,055,572)	(1,601,830)	(251,362)
Proceeds from sale of property, equipment and software	60,601	17,540	71,524	11,224
Purchase of intangible assets, content and licensed copyrights	(2,119,307)	(2,234,915)	(1,508,179)	(236,666)
Net change of short-term investments with terms of three months or less	(1,023,165)	(1,655,930)	3,694,890	579,809
Purchase of short-term investments	(22,370,000)	(19,905,000)	(15,285,000)	(2,398,550)
Proceeds from maturities of short-term investments	20,225,342	24,126,210	13,235,845	2,076,993
Investment in equity method investees	(450,695)	(345,662)	(1,124,429)	(176,447)
Investment in other equity investments and acquisition of subsidiaries	(1,111,493)	(2,062,030)	(5,417,138)	(850,068)
Proceeds from disposal of investment in equity investees, businesses and subsidiaries	406,702	722,076	1,115,457	175,039
Placement/rollover of time deposits	(77,083,350)	(91,518,767)	(81,298,080)	(12,757,443)
Proceeds from maturity of time deposits	54,381,647	64,880,317	81,307,297	12,758,889
Change in other long-term assets	(42,345)	(160,674)	(268,651)	(42,157)
Amounts received from disposed businesses	9,031,051	—	—	—
Net cash used in continuing investing activities	(21,304,489)	(29,192,407)	(7,078,294)	(1,110,739)
Net cash used in discontinued investing activities	(832,252)	—	—	—
Net cash used in investing activities	(22,136,741)	(29,192,407)	(7,078,294)	(1,110,739)
<b>Cash flows from financing activities:</b>				
Net changes from short-term loan with terms of three months or less	2,538,267	3,723,109	(442,207)	(69,392)
Proceeds of short-term and long-term loan	730,087	1,136,495	4,447,586	697,923
Repayment of short-term loan	(296,823)	(818,539)	(2,297,135)	(360,471)
Dividends paid to shareholders	(8,840,634)	(4,280,462)	(3,508,377)	(550,541)
Net amounts received from/(paid for) NetEase's issuance of shares in Hong Kong	—	21,911,815	(13,800)	(2,165)
Repurchase of redeemable noncontrolling interests	—	(462,650)	—	—
Proceeds from issuance of redeemable noncontrolling interest shareholders, net of issuance cost	5,242,180	—	—	—
Capital injection from noncontrolling interest shareholders	1,698,810	194,307	2,870,147	450,389
Dividends paid to noncontrolling interest shareholders	—	—	(731,250)	(114,749)
Cash refund received from/(paid for) repurchase of NetEase's ADSs/purchase of subsidiaries' ADSs and shares	10,638	(11,490,988)	(12,910,533)	(2,025,944)
Net cash provided by/(used in) financing activities*	1,082,525	9,913,087	(12,585,569)	(1,974,950)
<b>Effect of exchange rate changes on cash, cash equivalents and restricted cash held in foreign currencies</b>	29,080	161,894	(55,354)	(8,686)
<b>Net (decrease)/increase in cash, cash equivalents and restricted cash</b>	(3,808,678)	5,770,745	5,207,510	817,172
<b>Cash, cash equivalents and restricted cash, beginning of the year</b>	10,206,538	6,397,860	12,168,605	1,909,520
<b>Cash, cash equivalents and restricted cash, end of the year</b>	6,397,860	12,168,605	17,376,115	2,726,692
Less: Cash, cash equivalents and restricted cash of held for sales at end of the year	1,133	—	—	—
Cash, cash equivalents and restricted cash of continuing operations, end of the year	6,396,727	12,168,605	17,376,115	2,726,692
<b>Supplemental disclosures of cash flow information of continuing operation:</b>				
Cash paid for income taxes, net of tax refund	3,193,802	2,046,119	3,547,299	556,649
Cash paid for interest expenses	431,395	246,051	187,628	29,443
<b>Supplemental schedule of non-cash investing and financing activities of continuing operation:</b>				
Fixed asset purchases financed by accounts payable and accrued liabilities	304,944	337,333	698,192	109,562

\*There is no financing activity from discontinued operations.

The accompanying notes are an integral part of these consolidated financial statements.

**Notes to the Consolidated Financial Statements**

(Amounts expressed in Renminbi (“RMB”), unless otherwise stated)

**1. Organization and Nature of Operations****(a) The Group**

NetEase.com, Inc. was incorporated in the Cayman Islands on July 6, 1999 and changed its name to “NetEase, Inc.” (“the Company”) with effect from March 29, 2012. The Company completed its initial public offering (“IPO”) in July 2000 in connection with its listing on the Nasdaq National Market (now the Nasdaq Global Select Market) in the United States of America. In June 2020, the Company successfully listed its ordinary shares on the main board of the Hong Kong Stock Exchange with a global offering of 197,202,000 ordinary shares at a price of HK\$123.00 per share. Gross proceeds from the global offering, before any underwriting fees and other offering expenses, were approximately HK\$24,255.8 million.

As of December 31, 2021, the Company has wholly-owned and majority-owned subsidiaries incorporated in countries and jurisdictions mainly in the People’s Republic of China (“PRC” or “China”, references to “China” and “PRC” are to the People’s Republic of China, excluding, for the purposes of the financial statements only, Hong Kong, Macau and Taiwan), Hong Kong, Cayman Islands and British Virgin Islands (“BVI”). The Company also effectively controls a number of variable interest entities (“VIEs”) for which the Company is the primary beneficiary. The Company, its subsidiaries and VIEs are hereinafter collectively referred to as the “Group”.

In September 2019, the Company sold its Kaola e-commerce business. As a result, Kaola has been deconsolidated from the Company and its historical financial results are reflected in the Company’s consolidated financial statements as discontinued operations accordingly. See additional discussion on the discontinued operation in Note 3 to the consolidated financial statements.

On October 26, 2019, Youdao, Inc. (“Youdao”), one of the Company’s majority-controlled subsidiaries completed its IPO on the New York Stock Exchange. In February 2021, Youdao completed a follow-on public offering in the New York Stock Exchange. After Youdao’s offerings, the Company continues to control Youdao and consolidates Youdao as its controlling shareholder.

On December 2, 2021, Cloud Village, Inc. (“Cloud Music”), one of the Company’s majority-controlled subsidiaries completed its IPO on the Hong Kong Stock Exchange. After Cloud Music’s offering, the Company continues to control Cloud Music and consolidates Cloud Music as its controlling shareholder.

The major subsidiaries and VIEs through which the Company conducts its business operations as of December 31, 2021 are described below:

<b>Major Subsidiaries</b>	<b>Place and year of Incorporation</b>
Guangzhou Boguan Telecommunication Technology Co., Ltd. (“Boguan”)	Guangzhou, China 2003
NetEase (Hangzhou) Network Co., Ltd. (“NetEase Hangzhou”)	Hangzhou, China 2006
Hong Kong NetEase Interactive Entertainment Limited	Hong Kong, China 2007

<b>Major VIEs and VIEs’ subsidiaries</b>	<b>Place and year of Incorporation</b>
Guangzhou NetEase Computer System Co., Ltd. (“Guangzhou NetEase”)	Guangzhou, China 1997
Shanghai EaseNet Network Technology Co., Ltd. (“Shanghai EaseNet”)	Shanghai, China 2008
StormNet Information Technology (Hong Kong) Limited (“StormNet IT HK”)	Hong Kong, China 2008
StormNet Information Technology (Shanghai) Co., Ltd. (“StormNet IT SH”)	Shanghai, China 2008
Hangzhou NetEase Leihuo Technology Co., Ltd. (“HZ Leihuo”, formerly known as Hangzhou NetEase Leihuo Network Co., Ltd.)	Hangzhou, China 2009

Guangzhou NetEase, a major VIE of the Company, was incorporated in June 1997 in China and owned by William Lei Ding, or Mr. Ding, the Company’s Chief Executive Officer, director and major shareholder, and another Chinese employee of the Group. It is responsible for providing online game and other value-added telecommunication services.



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HZ Leihuo was incorporated in April 2009 in China by two Chinese employees of the Group and currently operates the Company's mobile game business.

In addition, Shanghai EaseNet is a PRC company owned by Mr. Ding, and has contractual arrangements with StormNet IT HK (a joint venture established between, and owned equally by, Blizzard Entertainment, Inc. ("Blizzard") and the Company), and with the Company. StormNet IT HK, together with its wholly owned subsidiary, StormNet IT SH was established concurrently with the licensing of certain online games in August 2008 and provides technical services to Shanghai EaseNet.

The following combined financial information of the Group's VIEs was included in the accompanying consolidated financial statements of the Group as follows (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Cash and cash equivalents	2,455,313	1,541,763
Time deposits	10,500	71,000
Restricted cash	1,727,000	2,846,372
Accounts receivable, net	3,718,014	3,924,446
Inventories, net	35,940	83,672
Prepayments and other current assets, net	2,417,936	2,522,572
Short-term investments	614,129	618,000
Amounts due from Group companies	5,878,864	7,581,649
Assets held for sale	52,534	204
Total current assets	<b>16,910,230</b>	<b>19,189,678</b>
Property, equipment and software, net	69,494	61,343
Operating lease right-of-use assets, net	38,359	58,872
Deferred tax assets	60,351	124,738
Restricted cash	—	479
Long-term investments	674,723	862,839
Other long-term assets, net	433,260	385,231
Total non-current assets	<b>1,276,187</b>	<b>1,493,502</b>
Total assets	<b>18,186,417</b>	<b>20,683,180</b>
Accounts payable	676,590	463,601
Salary and welfare payables	130,122	115,707
Taxes payable	87,177	157,137
Short-term loans	—	52,963
Deferred revenue	9,304,037	10,751,917
Accrued liabilities and other payables	2,309,598	2,945,930
Short-term operating lease liabilities	18,003	24,991
Amounts due to Group companies	2,374,914	3,904,328
Liabilities held for sale	546,271	—
Total current liabilities	<b>15,446,712</b>	<b>18,416,574</b>
Long-term operating lease liabilities	19,619	34,077
Other long-term payable	—	257,874
Total non-current liabilities	<b>19,619</b>	<b>291,951</b>
Total liabilities	<b>15,466,331</b>	<b>18,708,525</b>

	For the year ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Net revenues			
Third-party revenues	48,778,629	61,470,764	74,406,521
Intra-Group revenues	676,517	720,398	808,648
Total net revenues	<b>49,455,146</b>	<b>62,191,162</b>	<b>75,215,169</b>
Cost of revenues and operating expenses			
Third-party cost of revenues and operating expenses	(13,289,888)	(15,430,950)	(17,651,675)
Intra-Group cost of revenues and operating expenses related to technical consulting and related service	(35,647,527)	(45,835,734)	(56,822,482)
Other intra-Group cost of revenues and operating expenses	(53,448)	(217,463)	(168,850)
Total cost of revenues and operating expenses	<b>(48,990,863)</b>	<b>(61,484,147)</b>	<b>(74,643,007)</b>
Net income	<b>344,134</b>	<b>712,015</b>	<b>624,299</b>

	For the year ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Cash flows from operating activities:			
Net cash provided by transactions with third-parties	37,627,531	51,605,737	61,272,031
Net cash used in transactions with intra-Group companies related to technical consulting and related service	(37,548,162)	(49,435,342)	(59,439,552)
Net cash used in other transactions with intra-Group companies	(328,756)	(498,938)	(283,621)
Net cash (used in)/provided by operating activities	<b>(249,387)</b>	<b>1,671,457</b>	<b>1,548,858</b>
Cash flows from investing activities:			
Net cash used in transactions with third-parties	(495,160)	(263,766)	(39,430)
Net cash used in investing activities	<b>(495,160)</b>	<b>(263,766)</b>	<b>(39,430)</b>
Cash flows from financing activities:			
Net cash provided by/(used in) transactions with intra-Group companies	26,520	273,889	(622,809)
Net cash used in transactions with third-parties	—	—	(678,287)
Net cash provided by/(used in) financing activities	<b>26,520</b>	<b>273,889</b>	<b>(1,301,096)</b>

In accordance with various contractual agreements, the Company has the power to direct the activities of the VIEs and can have assets transferred out of the VIEs. Therefore, the Company considers that there are no assets in the respective VIEs that can be used only to settle obligations of the respective VIEs, except for the registered capital of the VIEs amounting to approximately RMB512.4 million and RMB519.7 million, respectively, as of December 31, 2020 and 2021, as well as certain non-distributable statutory reserves amounting to approximately RMB54.7 million and RMB70.1 million, respectively, as of December 31, 2020 and 2021. As the respective VIEs are incorporated as limited liability companies under the PRC Company Law, creditors do not have recourse to the general credit of the Company for the liabilities of the respective VIEs.

Currently, there are certain contractual arrangements between the Company and several of its VIEs which require the Company to provide additional financial support or guarantees to its VIEs, where necessary. Please see Note 1(b) for additional information.

There is no entity in the Company's group for which the Company has a variable interest but is not the primary beneficiary as of December 31, 2021.

**(b) Nature of operations**

The Group generates revenues mainly from providing online game services, tutoring services, online music services, advertising services, e-commerce and other fee-based premium services.

The industry in which the Group operates is subject to a number of industry-specific risk factors, including, but not limited to, rapidly changing technologies; government regulations of the Internet, online game, online education, online music, live streaming and e-commerce industry in China; numbers of new entrants; dependence on key individuals; competition of similar services from larger companies; customer preferences; and the need for the continued successful development, marketing and selling of its services.

*VIE arrangements with major VIEs*

The Group conducts its business mainly in China. The Chinese government regulates Internet access, telecommunications services, the distribution of news and other information and the provision of commerce through strict business licensing requirements and other governmental regulations, which include, among others, those restricting foreign ownership in Chinese companies providing Internet advertising and other Internet or telecommunications value-added services. To comply with the existing Chinese laws and regulations, the Company and certain of its subsidiaries have entered into a series of contractual arrangements with its major VIEs with respect to the operation of the NetEase websites, operation of in-house developed and licensed PC and mobile games, Internet content and wireless value-added services, as well as the provision of advertising services.

Based on the agreements with these VIEs, certain of the Company's subsidiaries provided technical consulting and related services to these VIEs. The principal agreements that transfer economic benefits of Guangzhou NetEase and HZ Leihuo to the Company and its subsidiaries are:

- *Cooperative agreements with Guangzhou NetEase* - under these agreements, certain of the Company's subsidiaries, including Boguan and NetEase Hangzhou provide various technical consulting and related services to Guangzhou NetEase in exchange for substantially all of Guangzhou NetEase's net profits.
- *Cooperative agreement with HZ Leihuo* - under this agreement, NetEase Hangzhou provides various technical consulting and related services to HZ Leihuo in exchange for substantially all of HZ Leihuo's net profits.

Each cooperative agreement will remain in effect indefinitely unless any one of the contract parties terminates such agreement by written notice or otherwise required by law.

Each VIE, the relevant subsidiary of the Company and the relevant VIE shareholders have entered into a series of agreements that give the Company effective control over the VIE. The principal agreements that provide the Company and its subsidiaries effective control over Guangzhou NetEase are:

- *Shareholder Voting Rights Trust Agreement* among the VIE shareholders and the Company's subsidiary, NetEase Information Technology (Beijing) Co., Ltd. ("NetEase Beijing"). Each of the VIE shareholders irrevocably appoints NetEase Beijing to represent him to exercise all the voting rights to which he is entitled as a shareholder of Guangzhou NetEase. The term of this agreement was 10 years from May 12, 2000, which was extended on June 10, 2011 with a term of 20 years from May 12, 2010.
- *Letter of Agreement*. Each of the VIE shareholders have agreed that any amendments to be made to the agreements to which the Company, NetEase Beijing and/or their respective affiliates is a party, on the one hand, and any of their variable interest entities and/or the shareholders of such entities, on the other hand, shall be subject to the approval by the vote of a majority of the Board of the Company, excluding the vote of Mr. Ding. The VIE shareholders have also agreed that, if any amendments to the above-mentioned agreements require a vote of the shareholders of the Company or Guangzhou NetEase, as applicable, both of them will vote in their capacity as direct or indirect shareholders of these companies to act based upon the instructions of the Company's Board. The term of this agreement is 20 years from May 12, 2010.
- *Other Governance Arrangements*. The parties have agreed that upon the Company's determination and at any time when NetEase Beijing or its affiliates are able to obtain approval to invest in and operate all or any part of any business operated by Guangzhou NetEase, NetEase Beijing or its affiliates may acquire all or any part of the assets or equity interests of Guangzhou NetEase, to the extent permitted by Chinese law.

The principal agreements that provide the Company and its subsidiaries effective control over HZ Leihuo are:

- Operating Agreement among NetEase Hangzhou, HZ Leihuo and the VIE shareholders of Hangzhou Leihuo. To ensure the successful performance of the various agreements between the parties, HZ Leihuo and its VIE shareholders have agreed that, except for transactions in the ordinary course of business, HZ Leihuo will not enter into any transaction that would materially affect the assets, liabilities, rights or operations of HZ Leihuo without the prior written consent of NetEase Hangzhou. NetEase Hangzhou has also agreed that it will provide performance guarantees and, at NetEase Hangzhou's discretion, guarantee loans for working capital purposes to the extent required by HZ Leihuo for its operations. Furthermore, the VIE shareholders of HZ Leihuo have agreed that, upon instruction from NetEase Hangzhou, they will appoint HZ Leihuo's board members, president, chief financial officer and other senior executive officers. The term of this agreement is 20 years from December 1, 2015 and can be extended with the written consent of NetEase Hangzhou.
- Shareholder Voting Rights Trust Agreement among NetEase Hangzhou and the VIE shareholders of HZ Leihuo. Under these agreements, each dated December 1, 2015, each of the VIE shareholders of HZ Leihuo agreed to irrevocably entrust a person designated by NetEase Hangzhou to represent him to exercise all the voting rights and other shareholders' rights to which he is entitled as a shareholder of HZ Leihuo. Each agreement shall remain effective for as long as the VIE shareholder remains a shareholder of HZ Leihuo unless NetEase Hangzhou unilaterally terminates the agreement by written notice.
- Exclusive Purchase Option Agreements among NetEase Hangzhou, HZ Leihuo and the VIE shareholders of HZ Leihuo. Under the Exclusive Purchase Option Agreements, each dated December 1, 2015, each of the VIE shareholders has granted NetEase Hangzhou an option to purchase all or a portion of his equity interest in HZ Leihuo at a price equal to the original and any additional paid-in capital paid by the VIE shareholder. In addition, HZ Leihuo has granted NetEase Hangzhou an option to purchase all or a portion of the assets held by HZ Leihuo or its subsidiaries at a price equal to the net book value of such assets. Each of HZ Leihuo and the VIE shareholders of HZ Leihuo agrees not to transfer, mortgage or permit any security interest to be created on any equity interest in or assets of HZ Leihuo without the prior written consent of NetEase Hangzhou. Each Exclusive Purchase Option Agreement shall remain in effect until all of the equity interests in or assets of HZ Leihuo have been acquired by NetEase Hangzhou or its designee or until NetEase Hangzhou unilaterally terminates the agreement by written notice.

The principal agreements amongst the other VIEs, the relevant subsidiaries and VIE shareholders that provide the Company effective control over these VIEs contains substantially the same terms as those aforementioned agreements related to HZ Leihuo, except that contract expiry date varies.

#### *The Joint Venture*

In addition to the foregoing, in connection with the licensing of certain online games by Blizzard to Shanghai EaseNet for operation in the PRC, there are certain contractual arrangements among the Company and Shanghai EaseNet, the joint venture established between Blizzard and the Company.

StormNet IT HK, StormNet IT SH and Shanghai EaseNet (collectively referred to as the "JV Group") are variable interest entities as equity investment at risk is not sufficient to permit the JV Group to finance its activities without additional subordinated financial support provided by any parties. As Blizzard receives its interest as an indirect contribution from NetEase, Blizzard and the Company are considered related parties for purposes of identifying which party is the primary beneficiary under ASC 810. Since the aggregate variable interests held by Blizzard and NetEase would, if held by a single party, identify that party as the primary beneficiary, either Blizzard or the Company will be the primary beneficiary. Based on the assessment of all relevant facts and circumstances, the Company determined that the Company is most closely associated with the JV Group and therefore is the primary beneficiary. As a result, the JV Group's results of operations, assets and liabilities have been included in the Company's consolidated financial statements.

The Company conducts substantially all of its business through the various VIEs discussed above and their subsidiaries, and therefore these companies directly affect the Company's financial performance and cash flows. As discussed below, if the Chinese government determines the VIE agreements do not comply with applicable laws and regulations and requires the Company to restructure its operations entirely or discontinue all or any portion of its business, or if the uncertainties in the PRC legal system limit the Group's ability to enforce these contractual agreements, the Group's business operations will be significantly disrupted and the Group might be unable to consolidate these companies in the future. In the opinion of management, the likelihood of loss in respect of the Group's current ownership structure or the contractual arrangements with its VIEs is remote.

*Risks related to the VIE arrangements*

The Company believes that its contractual arrangements with the VIEs are in compliance with PRC law and are legally enforceable. Mr. Ding, who is the major shareholder of Guangzhou NetEase, Shanghai EaseNet and certain of the Company's other VIEs, is the largest shareholder of the Company. He therefore has no current interest in seeking to act contrary to the contractual arrangements. However, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements and if Mr. Ding were to reduce his interest in the Company, his interests may diverge from that of the Company and that may potentially increase the risk that he would seek to act contrary to the contractual terms, for example by influencing the VIEs not to pay the service fees when required to do so. If the VIEs or their respective shareholder fail to perform their respective obligations under the current contractual arrangements, the Company may have to incur substantial costs and expend significant resources to enforce those arrangements and rely on legal remedies under Chinese laws. The Chinese laws, rules and regulations are relatively new, and because of the limited volume of published decisions and their non-binding nature, the interpretation and enforcement of these laws, rules and regulations involve substantial uncertainties. These uncertainties may impede the ability of the Company to enforce these contractual arrangements, or suffer significant delay or other obstacles in the process of enforcing these contractual arrangements and materially and adversely affect the results of operations and the financial position of the Company.

In addition, many Chinese regulations are subject to extensive interpretive powers of governmental agencies and commissions, and there are substantial uncertainties regarding the interpretation and application of current and future Chinese laws and regulations. Accordingly, the Company cannot be assured that Chinese regulatory authorities will not ultimately take a contrary view to its belief and will not take action to prohibit or restrict its business activities. The relevant regulatory authorities would have broad discretion in dealing with any deemed violations which may adversely impact the financial statements, operations and cash flows of the Company (including the restriction on the Company to carry out the business). If the legal structure and contractual arrangements were found to be in violation of any existing PRC laws and regulations, the PRC government could potentially:

- revoke the Group's business and operating licenses;
- require the Group to discontinue or restrict operations;
- restrict the Group's right to collect revenues;
- block the Group's websites;
- require the Group to restructure the operations in such a way as to compel the Group to establish a new enterprise, re-apply for the necessary licenses or relocate the Group's businesses, staff and assets;
- impose additional conditions or requirements with which the Group may not be able to comply; or
- take other regulatory or enforcement actions against the Group that could be harmful to the Group's business.

The imposition of any of these penalties may result in a material and adverse effect on the Group's ability to conduct the Group's business. In addition, if the imposition of any of these penalties causes the Group to lose the rights to direct the activities of the VIEs or the right to receive their economic benefits, the Group would no longer be able to consolidate the VIEs. The Group does not believe that any penalties imposed or actions taken by the PRC government would result in the liquidation of the Company, its subsidiaries or the VIEs. The Company believes the possibility that it will no longer be able to control and consolidate the VIEs as a result of the aforementioned risks and uncertainties is remote.

## **2. Principal Accounting Policies**

### **(a) Basis of consolidation**

The consolidated financial statements include the financial statements of the Company, its subsidiaries and VIEs for which the Company is the primary beneficiary with the ownership interests of minority shareholders reported as noncontrolling interests. All significant transactions and balances among the Company, its subsidiaries and VIEs have been eliminated upon consolidation. The Company consolidates a VIE if the Company has the power to direct matters that most significantly impact the activities of the VIE, and has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

### **(b) Basis of presentation**

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). The consolidated financial statements are prepared based on the historical cost convention.

Effective from October 1, 2020, the Company changed its ADS to ordinary share ratio from the one ADS for every twenty-five ordinary shares to one ADS for every five ordinary shares. Therefore, the number of ADS and the computations of per ADS data as disclosed elsewhere in these consolidated financial statements have been retrospectively restated.

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the balance sheet dates and the reported amounts of revenues and expenses during the reporting periods. Actual results might differ from those estimates. Critical accounting estimates and assumptions include, but are not limited to, assessing the following: average playing period of paying players of online games and impairment of long-term investments.

### **(c) Revenue recognition**

Revenues from contracts with customers are recognized when control of the promised goods or services is transferred to the Group's customers, in an amount that reflects the consideration the Group expects to be entitled to in exchange for those goods or services, reduced by estimates for return allowances, promotional discounts, rebates and Value Added Tax ("VAT").

The recognition of revenues involves certain management judgments, including estimated lives of virtual items purchased by game players, estimated breakage of game points, return allowance for goods sold, the estimation of the fair value of an advertising-for-advertising barter transaction, volume sales rebates. The amount and timing of the Group's revenues could be different if management made different judgments or utilized different estimates.

The Group's revenues are mainly generated from online game services, tutoring services from Youdao, online music services from Cloud Music, advertising services, e-commerce and other fee-based premium services. Refer to "Note 28 - Segment Information" for disaggregation of revenue.

#### **(i) Online game services**

The Group operates mobile games and PC games. The Group is the principal of all games it operates, including both in-house developed games and licensed games. As all these games are hosted on the Group's servers, the Group has the pricing discretion, and is responsible for the sale and marketing of the games as well as customer services. Fees paid to game developers, distribution channels (app stores) and payment channels are recorded as cost of revenues.

*Mobile games*

The Group generates mobile game revenues from the sale of in-game virtual items, including items, avatars, skills, privileges or other in-game consumables, features or functionality, within the games. The Group's performance obligation is to provide on-going game services to players who purchased virtual items to gain an enhanced game-playing experience. This performance obligation is satisfied over the playing period of the paying players. Accordingly, the Group recognizes the revenues ratably over the estimated average playing period of these paying players.

The Group considers the average period that players typically play the games and other game player behavior patterns, as well as various other factors to arrive at the best estimates for the estimated playing period of the paying players for each game based on historical players' churn rates. If a new game is launched and only a limited period of paying player data is available, then the Group considers other qualitative factors, such as the playing patterns for paying users for other games with similar characteristics and playing patterns of paying players, such as targeted players and purchasing frequency. While the Group believes its estimates to be reasonable based on available game player information, the Group may revise such estimates based on new information indicating a change in the game player behavior patterns and any adjustments are applied prospectively.

*PC games*

The Group sells prepaid points to the end users. Customers can purchase "virtual" prepaid points online or from the vendors who register the points in the Group's system via debit and credit cards or bank transfers via the online payment services platforms, and receive the prepaid point information over the Internet. Customers can use the points to play the Group's PC games, pay for in-game items and use other fee-based services. Proceeds received from the sales of prepaid online points to players are recorded as deferred revenues.

The Group earns revenue through providing PC game services to players under two types of revenue models: time-based revenue model and item-based revenue model. For PC games using the time-based model, players are charged based on the time they spend playing games. Revenues are recognized ratably over the game playing period as the performance obligations are satisfied.

Under the item-based model, the basic game play functions are free of charge, and players are charged for purchases of in-game items. In-game items have different life patterns: one-time use, limited life and permanent life. Revenues from the sales of one-time use in-game items are recognized upon consumption. Limited life items are either limited by the number of uses (for example, 10 times) or limited by time (for example, three months). Revenues from the sales of limited life in-game items are recognized ratably based on the extent of time passed or expired or when the items are fully used. Players are allowed to use permanent life in-game items without any use or time limits. Revenues from the sales of permanent life in-game items are recognized ratably over the estimated average playing period of the paying players.

The Group considers the average period that players typically play the games and other game player behavior patterns, as well as various other factors, including the acceptance and popularity of expansion packs, promotional events launched and market conditions to arrive at the best estimates for the estimated average playing period of the paying players for the permanent in-game items of each PC game based on historical players' churn rate. This estimate is re-assessed on a quarterly basis. Adjustments arising from the changes of estimated playing period of the paying players are applied prospectively as such changes are resulted from new information indicating a change in the game player behavior patterns.

(ii) Tutoring services

The Group offers various types of integrated learning services through Youdao, which primarily cover a wide spectrum of topics and target people from broad age groups through its diverse offerings of tutoring courses, foreign languages, professional and interest education services as well as IT computer skills, etc. Youdao's tutoring services consist of online live streaming, other activities during the online live streaming period, as well as the content playback service. The aforementioned services are highly interdependent and interrelated in the context of the contract and are only considered accessory services to the online live streaming courses and therefore are not distinct and are not sold standalone. Therefore, the Group's tutoring services are accounted for as a single performance obligation, which is satisfied over the learning period of the students. Accordingly, the Group recognizes the revenues ratably over the estimated average learning period for different courses. The Group considers the average period that students typically spend time on the courses and other learning behavior patterns to arrive at the best estimates for the estimated learning period for each course based on the estimated learning time customers spend on the courses and the expected number of times customers will take the courses.

(iii) Online music services

The Group offers online music services through Cloud Music, which mainly include membership subscriptions, sales of digital music album and songs and contents sublicensing on the Group's online platforms.

The Group offers users membership subscription packages which entitled paying subscriber access to the Group's relevant music contents and other privileged features on its platforms. The subscription fees for these packages are primarily time-based mainly from weekly to yearly and is collected upfront. The receipt of subscription fees is initially recognised as deferred revenue. The Group satisfies its performance obligations throughout the subscription period and revenue from the membership subscriptions is recognised over time.

The Group also offers users to purchase exclusive digital music albums and songs which can listen both online and offline. The Group considers that the control has been transferred to customer at time of purchase. As a result, the performance obligation is satisfied and revenue is recognised at a point in time.

The Group sublicenses certain of its music contents to other music platforms for a fixed period of one to three years, which generally falls within the original licence period. Sublicense fees are normally collected upfront and is initially recognised as deferred revenue upon receipt. The Group determines sublicense of contents as a single performance obligation, and the revenue from sublicensing of contents is recognised over time throughout the sublicense period.

(iv) Advertising services

The Group derives its advertising revenues principally from short-term online advertising contracts. Advertising service contracts may consist of multiple performance obligations with a typical term of less than three months. In arrangements where the Group has multiple performance obligations, the transaction price is allocated to each performance obligation using the relative stand-alone selling price. The Group generally determines standalone selling prices based on the prices charged to customers. If the performance obligation has not been sold separately, the Group estimates the standalone selling price by taking into consideration of the pricing for advertising areas of the Group's platform with a similar popularities and advertisements with similar formats and quoted prices from competitors as well as other market conditions. Considerations allocated to each performance obligation is recognized as revenue over the advertisement display period, which is usually within three months.

The Group also enters into performance-based advertising arrangements with customers.

For cost per mille ("CPM"), or cost per thousand impressions, advertising arrangements with customers, the Group recognizes revenues based on the number of times that the advertisement has been displayed.

For cost per action ("CPA") advertising arrangements with customers, the Group recognizes revenues based on the number of actions completed resulted from the advertisements, including but not limited to when users click on links.



Certain customers may receive volume rebates, which are accounted for as variable consideration. The Group estimates annual expected rebate volume with reference to their historical results and reduce revenues recognized.

The Group recognizes revenue from providing advertising service in exchange for non-cash consideration, usually advertising services, promotional benefits, content, consulting services and software provided by counterparties, at the fair value of the non-cash consideration measured as of contract inception date. If the Group is not able to reliably determine the fair value of non-cash consideration in some situations, the value of the non-cash consideration received is measured indirectly by reference to the standalone selling price of advertising services provided by the Group.

For the year ended December 31, 2019, 2020 and 2021, revenue from rendering advertng services in exchange for non-cash consideration is insignificant.

(v) E-commerce

The Group's e-commerce revenue is primarily from its E-commerce platform Yanxuan, which was established in April 2016. Yanxuan sells its private label products, including apparel, homeware, kitchenware and other general merchandise which are sourced primarily directly from original design manufacturers in China through online direct sales. The Group is the principal for the online direct sales, as it controls the inventory before they are transferred to customers. The Group has the primary responsibility for fulfilling the contracts, bears the inventory risk, and has sole discretion in establishing the prices. E-commerce revenues from online direct sales are recognized when control of the goods is transferred to the customer, which generally occurs upon delivery to the customer. The Group also provides discount coupons to its customers for use in purchases on the Yanxuan platform, which are treated as a reduction of revenue when the related transaction is recognized.

Return allowances, which reduce revenue and cost of sales, are estimated using historical experience. Liabilities for return allowances and rights to recover products from customers associated with the Group's liabilities are recorded as "Accrued liabilities and other payables" and "Inventories, net", respectively, on the Group's consolidated balance sheets. Both of the balances are not material as of December 31, 2019, 2020 and 2021.

(vi) Fee-based premium services

Fee-based premium services revenues, mostly operated on either consumption-basis or a monthly subscription basis, are derived principally from providing premium live-streaming services, online reading, e-mail and other innovative businesses. Prepaid subscription fees collected from customers are deferred and are recognized as revenue on a straight-line basis by the Group over the subscription period, during which customers can access the premium online services provided by the Group. Fees collected from customer to be consumed to purchase online services are recognized as revenue when related services are rendered.

The Group generates revenue from the operation of its live streaming platforms whereby users can enjoy live performances provided by the live streaming performers and interact with them. The Group creates and sells virtual items to users so that the users gift them simultaneously to live streaming performers to show their support. The virtual items sold by the Group comprise of either (i) consumable items or (ii) time-based item, such as privilege titles etc. Under the arrangements with the live streaming performers, the Group shares with them a portion of the revenues derived from the sales of virtual items. Revenues derived from the sale of virtual items are recorded on a gross basis as the Group acts as the principal to fulfill all obligations related to the sale of virtual items. Accordingly, revenue is recognized when the virtual item is delivered and consumed if the virtual item is a consumable item or, in the case of time-based virtual item, recognized ratably over the period each virtual item is made available to the user.

***Practical expedients***

The Group has used the following practical expedients as allowed under ASC 606:

- (i) The effects of a significant financing component have not been adjusted for contracts which the Group expects, at contract inception, that the period between when the Group transfers a promised good or service to the customer and when the customer pays for that good or service will be one year or less.

- (ii) The Group applied the portfolio approach in determining the commencement date of consumption of permanent virtual items and the estimated average playing period of paying players for PC games and mobile games for the recognition of online game revenue given that the effect of applying a portfolio approach to a group game players' behaviors would not differ materially from considering each one of them individually.
- (iii) The Group elects to expense certain costs to obtain a contract as incurred when the expected amortization period is one year or less.

***Contract balances***

Timing of revenue recognition may differ from the timing of invoicing to customers. Accounts receivable represent amounts invoiced and revenue recognized prior to invoicing, when the Group has satisfied its performance obligations and has the unconditional right to payment.

The Group's right to consideration in exchange for goods or services that the Group has transferred to a customer is recognized as a contract asset.

Contract assets as of December 31, 2020 and 2021 were not material.

A contract liability is the Group's obligation to transfer goods or services to a customer for which the Group has received consideration (or an amount of consideration is due) from the customer. Contract liabilities are presented as "Deferred Revenue" on the consolidated balance sheets of the Group. Refer to Note 16 - Deferred revenue for further information, including changes in deferred revenue during the year.

**(d) Cost of revenues**

Costs of revenues consist primarily of revenue sharing cost, staff costs, royalties fees related to licensed games, traffic acquisition cost, content acquisition cost, service fees related to online payments, server and bandwidth service fee, depreciation and amortization of servers, computers and software, and other direct costs of providing these services, as well as cost of merchandise sold. These costs are charged to the consolidated statements of operations and comprehensive income as incurred.

**(e) Research and development costs**

Research and development costs mainly consist of personnel-related expenses and technology service costs incurred for the development of online games, as well as development and enhancement of the Group's new products, websites and application platforms.

For internal use software, the Group expenses all costs incurred for the preliminary project stage and post implementation-operation stage of development, and costs associated with repair or maintenance of the existing platforms. Costs incurred in the application development stage are capitalized and amortized over the estimated useful life. Since the amount of the Group's research and development expenses qualifying for capitalization has been immaterial for the years ended December 31, 2019, 2020 and 2021, as a result, all development costs incurred for development of internal used software have been expensed as incurred.

For external use software, costs incurred for development of external use software have not been capitalized for the years ended December 31, 2019, 2020 and 2021, because the period after the date technical feasibility is reached and the time when the software is marketed is short historically, and the amount of costs qualifying for capitalization has been immaterial.

**(f) Cash, cash equivalents and time deposits**

Cash and cash equivalents mainly represent cash on hand, demand deposits placed with large reputable banks in Hong Kong and/or China, and highly liquid investments that are readily convertible to known amounts of cash and with original maturities from the date of purchase with terms of less than three months. As of December 31, 2020, there were cash at bank and demand deposits with terms of less than three months denominated in U.S. dollars, HK dollars and Euro amounting to approximately US\$673.1 million, HK\$16.4 million and Euro1.3 million, respectively (equivalent to approximately RMB4,392.0 million, RMB13.8 million and RMB10.7 million, respectively). As of December 31, 2021, there were cash at bank and demand deposits with terms of less than three months denominated in U.S. dollars, HK dollars and Euro amounting to approximately US\$398.4 million, HK\$91.2 million and Euro4.1 million, respectively (equivalent to approximately RMB2,540.3 million, RMB74.6 million and RMB29.3 million, respectively).

Time deposits represent time deposits placed with banks with original maturities of three months or more. As of December 31, 2020, there were time deposits denominated in U.S. dollars amounting to approximately US\$8,558.0 million (equivalent to approximately RMB55,840.0 million). As of December 31, 2021, there were time deposits denominated in U.S. dollars amounting to approximately US\$6,847.0 million (equivalent to approximately RMB43,654.4 million).

As of December 31, 2020 and 2021, the Group had approximately RMB23.6 billion and RMB40.5 billion cash and cash equivalents and time deposits held by its PRC subsidiaries and VIEs, representing 27.2% and 44.4% of total cash and cash equivalents and time deposits of the Group, respectively.

As of December 31, 2020 and 2021, the Group had a restricted cash balance approximately RMB3,051.4 million and RMB2,878.0 million, respectively, comprising as follows (in millions):

	December 31, 2020	December 31, 2021
	RMB	RMB
Customer deposit of NetEase Pay accounts	1,722.0	2,091.3
Pledge deposits for short-term bank borrowings	1,295.0	—
Deposit required by the PRC government authorities related to Youdao's educational services	—	749.8
Others	34.4	36.9
<b>Total</b>	<b>3,051.4</b>	<b>2,878.0</b>

The Group had no other lien arrangements during 2020 and 2021.

**(g) Receivables, net**

The Group closely monitors the collection of its receivables and records a reserve for doubtful accounts against aged accounts and for specifically identified non-recoverable amounts for periods prior to January 1, 2020. If the economic situation and the financial condition of the customer deteriorate resulting in an impairment of the customer's ability to make payments, additional allowances might be required. Receivable balances are written off when they are determined to be uncollectible.

From January 1, 2020, the Group's receivables are subject to the measurement of credit losses within the scope of ASC Topic 326. The impact of new standard was immaterial to the Company.

The Group's accounts receivable, other receivables recorded in prepayments and other current assets and other long-term receivables recorded in other long-term assets are within the scope of ASC Topic 326. Accounts receivable consist primarily of receivables from advertising customers, and receivables from distribution channels. Other receivables consist primarily of receivable due from Alibaba and guarantee payment made to Blizzard.

To estimate expected credit losses, the Group has identified the relevant risk characteristics of its customers and the related receivables and other receivables which include size, type of the services or the products the Group provides, or a combination of these characteristics. Receivables with similar risk characteristics have been grouped into pools. For each pool, the Group considers the past collection experience, current economic conditions, future economic conditions (external data and macroeconomic factors) and changes in the Group's customer collection trends. This is assessed at each quarter based on the Group's specific facts and circumstances.

The following table sets out the movements of the allowance for doubtful accounts/expected credit losses for the years ended December 31, 2019, 2020 and 2021 (in thousands):

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Balance at the beginning of year	130,648	77,147	113,253
Provisions	(30,946)	40,600	265,930
Write-offs	(22,555)	(4,494)	(9,201)
Balance at the end of year	77,147	113,253	369,982

#### (h) Fair value of financial instruments

Accounting guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets

Level 2 - Include other inputs that are directly or indirectly observable in the marketplace

Level 3 - Unobservable inputs which are supported by little or no market activity

The Group's financial instruments include cash and cash equivalents and time deposits, accounts receivable, prepayments and other current assets, short-term investments, accounts payable, short-term loans, deferred revenue and accrued liabilities and other payables, which the carrying values approximate their fair value. Please see Note 29 for additional information.

#### (i) Inventories, net

Inventories, net mainly represent products for the Group's e-commerce business, are stated at the lower of cost or net realizable value in the consolidated balance sheets. Cost of inventory is determined using the weighted average cost method. Adjustments are recorded to write down the cost of inventory to the estimated net realizable value due to slow-moving merchandise and damaged goods, which is dependent upon factors such as historical and forecasted consumer demand, and promotional environment. The Group takes ownership, risks and rewards of the products purchased. Write downs are recorded in "Cost of revenues" in the consolidated statements of operations and comprehensive income. Certain costs attributable to buying and receiving products, such as purchase freights, are also included in inventories.

**(j) Investments**

Short-term investments

Short-term investments include investments in financial instruments with a variable interest rate indexed to performance of underlying assets, all of which are with an original maturity of less than 12 months.

In accordance with ASC 825, for investments in financial instruments with a variable interest rate indexed to performance of underlying assets, the Group elected the fair value method at the date of initial recognition and carried these investments at fair value. Changes in the fair value are reflected in the consolidated statements of operations and comprehensive income as “Other income/(expense)”. Fair value is estimated based on quoted prices of similar products provided by banks at the end of each period. The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements. Please see Note 7 and Note 29 for additional information.

Long-term investments

Long-term investments are mainly comprised of equity investments in publicly traded companies, privately-held companies and limited-partnership.

Equity investments in publicly traded companies are reported at fair value as equity investment with readily determinable fair value. Unrealized gains and losses for the years ended December 31, 2019, 2020 and 2021 are recognized in other income/(expense).

For investments in common stock or in-substance common stock issued by privately-held companies on which the Group does not have significant influence, and investments in privately-held companies’ shares that are not common stocks or in-substance common stocks, as these equity securities do not have readily determinable fair value, the Group measure these equity securities investments at cost, less impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer (referred to as the measurement alternative). All gains and losses on these equity securities without readily determinable fair value, realized and unrealized, are recognized in other income/(expense).

Investments in common stock or in-substance common stock of investees and limited-partnership investments in which the Group is in a position to exercise significant influence by participating in, but not controlling or jointly controlling, the financial and operating policies are accounted for using the equity method.

Management regularly evaluates the impairment of the investments in privately-held companies without readily determinable fair value and equity method investments at each balance sheet date, or more frequently if events or circumstances indicate that the carrying amount may not be recoverable. For investments without readily determinable fair values, management performs a qualitative assessment of the fair value of the equity interest in comparison to its carrying amount to determine if there is an indication of potential impairment. If such indication exists, management estimates the fair value of the investment, and records an impairment in the consolidated statements of operations and comprehensive income to the extent the carrying amount exceeds the fair value. Significant judgments management applies in the impairment assessment for these equity investments include: (i) the determination as to whether any impairment indicators exist during the year; (ii) the selection of valuation methods; (iii) the determination of significant assumptions used to value the equity investments, including selection of comparable companies and multiples, timing and probabilities of different scenarios, estimated volatility rate, risk-free rate and discount for lack of marketability; and (iv) judgments as to whether a decline in value of equity method investments was other than temporary. For equity method investments, management considers if the investment is impaired when events or circumstances suggest the carrying amount may not be recoverable, and recognizes any impairment charge in the consolidated statements of operations and comprehensive income for a decline in value that is determined to be other than temporary.

**(k) Lease**

On January 1, 2019, the Group adopted ASU 2016-02, “Leases (Topic 842)”, including certain transitional guidance and subsequent amendments within ASU 2018-01, ASU 2018-10, ASU 2018-11, ASU 2018-20 and ASU 2019-01 (collectively, including ASU 2016-02, “ASC 842”).

Leases that transfer substantially all of the benefits and risks incidental to the ownership of assets are accounted for as finance leases as if there was an acquisition of an asset and incurrence of an obligation at the inception of the lease. All other leases are accounted for as operating leases. As of December 31, 2020 and 2021, the Group has no finance leases.

Under ASC 842, the Group determines if an arrangement is a lease at inception. The Group is the lessee in a lease contract when the Group obtains the right to control the asset. Operating leases are included in operating lease right-of-use (“ROU”) assets, and short-term and long-term operating lease liabilities in the Group’s consolidated balance sheets. ROU assets represent the Group’s right to use an underlying asset for the lease term and lease liabilities represent the Group’s obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of the Group’s leases do not provide an implicit rate, the Group generally uses its incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. Lease expense is recognized on a straight-line basis over the lease term.

For leases with a term of twelve months or less (“short-term leases”), the Group has elected not to recognize lease liabilities and associated ROU assets. Lease payments on short-term leases are recognized as lease expense within cost of revenues or operating expenses on the consolidated statements of operations and comprehensive income, depending on the nature of the lease, on a straight-line basis over the lease term.

**(l) Property, equipment and software**

Property, equipment and software are stated at cost less accumulated depreciation. Depreciation is calculated on the straight-line basis over the following estimated useful lives, taking into account any estimated residual value:

Building	20 years
Decoration	5 years
Leasehold improvements	lesser of the term of the lease and the estimated useful lives of the assets
Furniture, fixtures, office and other equipments	3-10 years
Vehicles	5 years
Servers and computers	3 years
Software	3 years

Repairs and maintenance expenditures, which are not considered improvements and do not extend the useful life of the property and equipment, are expensed as incurred.

**(m) Land use rights**

Land use rights represent lease prepayments to the local government authorities. Upon the adoption of ASC 842 on January 1, 2019, land use rights, net were identified as operating lease right-of-use assets, which is separately disclosed as “Land use rights” in the Group’s consolidated balance sheets. Accordingly, the Group disclosed the cash used for obtaining the land use rights in operating cash flow activities for the year ended December 31, 2019, 2020 and 2021.

**(n) Intangible assets**

Finite-lived intangible assets are tested for impairment if impairment indicators arise. The Group amortizes its finite-lived intangible assets using the straight-line method:

License right	over the license period
Technology	7-10 years
Trademark	10 years

The Group obtains music content for customers through licensing agreements. When the license fee for music title is determinable or reasonably estimable, the content is available for streaming and the Group has a binding obligation for the payment, the Group recognizes an asset representing the fee and a corresponding liability for the amounts owed. The Group relieves the liability as payments are made and the Group amortizes the asset to “Cost of revenues” on a straight-line basis over the term of the respective licensing agreements.

Intangible assets and other long-term assets are tested for recoverability whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. When these events occur, the Group evaluates the impairment for intangible assets and other long-term assets by comparing the carrying amount of the assets to an estimate of future undiscounted cash flows expected to be generated from the use of the assets and their eventual disposition. If the sum of the expected future undiscounted cash flows is less than the carrying amount of the assets, the Group recognizes an impairment loss based on the excess of the carrying amount of the assets over the fair value of the assets.

**(o) Goodwill**

Goodwill represents the excess of the purchase consideration over the fair value of the identifiable assets and liabilities acquired as a result of the Group’s acquisitions of interests in its subsidiaries and consolidated VIEs. The Group allocates goodwill to reporting units based on the reporting unit expected to benefit from the business combination. Goodwill is tested for impairment at the reporting unit level on an annual basis, or more frequently if events occur or circumstances change that indicate that it is more likely than not the fair value of a reporting unit would be below its carrying value. A goodwill impairment loss, if any, shall be measured as the amount by which the carrying amount of the reporting unit including goodwill exceeds its fair value, limited to the total carrying amount of goodwill allocated to that reporting unit.

Application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. The fair value of each reporting unit is estimated primarily through the use of a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, estimation of the growth rate for business, estimation of the useful life over which cash flows will occur, and determination of weighted average cost of capital. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for each reporting unit.

**(p) Advertising expenses**

The Group expenses advertising costs as incurred and reports these costs under selling and marketing expense. Advertising expenses totaled approximately RMB1,679.3 million, RMB3,782.1 million and RMB3,762.8 million (US\$590.5 million) for the years ended December 31, 2019, 2020, and 2021, respectively.

**(q) Foreign currency translation**

The Group’s reporting currency is RMB. The Company and its subsidiaries and VIEs, with an exception of several overseas subsidiaries, use RMB as their functional currency. Several of the Company’s overseas subsidiaries used US\$ or their respective local currencies as their functional currency. The determination of the respective functional currency is based on the criteria of ASC 830, Foreign Currency Matters.

Transactions in currencies other than the functional currency are measured and recorded in the functional currency using the exchange rate in effect at the date of the transaction. At the balance sheet date, monetary assets and liabilities that are denominated in currencies other than the functional currency are translated into the functional currency using the exchange rate at the balance sheet date. The resulting exchange differences are included in the consolidated statements of operations and comprehensive income.

Assets and liabilities of the Group companies are translated from their respective functional currencies to the reporting currency at the exchange rates at the balance sheet dates, equity accounts are translated at historical exchange rates and revenues and expenses are translated at the average exchange rates in effect during the reporting period. The exchange differences for the translation of group companies with non-RMB functional currency into the RMB functional currency are included in foreign currency translation adjustments, which is a separate component of shareholders’ equity on the consolidated financial statements.

Translations of amounts from RMB into United States dollars for the convenience of the reader were calculated at the noon buying rate of US\$1.00 = RMB6.3726 on the last trading day of 2021 (December 30, 2021) as set forth in the H.10 statistical release of the U.S. Federal Reserve Board. No representation is made that the RMB amounts could have been, or could be, converted into United States dollars at such rate.

**(r) Share-based compensation**

Under its 2009 Restricted Share Unit Plan and 2019 Restricted Share Unit Plan (see Note 22(a)), the Company issues restricted share units (RSUs) to its employees, directors and consultants with performance conditions and service vesting periods ranging from one year to five years. Some of the RSUs issued are to be settled, at the Company's discretion, in stock or cash upon vesting based on the stock price at grant date. At each reporting period, the Company evaluates the likelihood of performance conditions being met. Share-based compensation costs are then recorded for the number of RSUs expected to vest on a graded-vesting basis, net of estimated forfeitures, over the requisite service period. The compensation cost of the RSUs to be settled in stock only is measured based on the fair value of stock when all conditions to establish the grant date have been met. The compensation cost of RSUs to be settled either in stock or cash at the Company's discretion is remeasured until the date when settlement in stock or cash is determined by the Company.

The Company records share-based compensation to the consolidated statements of operations and comprehensive income with the corresponding credit to the additional paid-in-capital for share options and RSUs to the extent that such awards are to be settled only in stock.

Certain subsidiaries of the Company granted options exercisable for ordinary shares to certain of the Group's employees. The options expire four to ten years from the date of grant and either vest or have a vesting commencement date upon certain conditions being met ("Vesting Commencement Date"). The Group adopts the binomial option pricing model to determine the fair value of stock options and accounts for share-based compensation cost using an estimated forfeiture rate.

Forfeitures were estimated based on the Group's weighted average historical forfeiture rate of the past five years. Differences between actual and estimated forfeitures are expensed in the period that the differences occur. See Note 22 for further information regarding share-based compensation assumptions and expense.

**(s) Taxation**

Income tax expense is recognized in accordance with the laws of the relevant taxing authorities, with deferred taxes being provided for temporary differences between amounts of assets and liabilities for financial reporting purposes and such amounts as measured by tax laws. Tax rate changes are reflected in income during the period the changes are enacted.

A deferred income tax asset or liability is computed for the expected future impact of differences between the financial reporting and tax bases of assets and liabilities as well as the expected future tax benefit to be derived from tax loss and tax credit carry forwards.

On March 16, 2007, the National People's Congress of PRC enacted the Enterprise Income Tax ("EIT") Law which imposes a withholding income tax of 10% on dividends distributed by an enterprise in China to its non-resident enterprise investors. A lower withholding income tax rate of 5% is applied if the non-resident enterprise investor is registered in Hong Kong with at least 25% equity interest in the PRC enterprise and meets the relevant conditions or requirements pursuant to the tax arrangement between mainland China and Hong Kong.

Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount "more likely than not" to be realized in future tax returns.

For a particular tax-paying component of an enterprise and within a particular tax jurisdiction, all deferred tax assets and liabilities are offset and presented as a single amount. The Group does not offset deferred tax assets and liabilities attributable to different tax-paying components of the enterprise or to different tax jurisdictions.



The Group reports tax-related interest expense and penalty in “Other, net” in the consolidated statements of operations and comprehensive income, if there is any. The Group did not incur any material penalty or interest payments in connection with tax positions during the years ended December 31, 2019, 2020 and 2021.

The Group did not have any significant unrecognized uncertain tax positions as of December 31, 2020 and 2021.

In order to assess uncertain tax positions, the Group applies a more likely than not threshold and a two-step approach for the tax position measurement and financial statement recognition. Under the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement.

**(t) Net earnings per share (“EPS”) and per American Depositary Share (“ADS”)**

Basic earnings per share is computed on the basis of the weighted-average number of ordinary shares outstanding during the period under measurement. Diluted earnings per share are based on the weighted-average number of ordinary shares outstanding and potential ordinary shares. Potential ordinary shares result from the assumed exercise of outstanding stock options, RSUs or other potentially dilutive equity instruments, when they are dilutive under the treasury stock method or the if-converted method.

**(u) Statutory reserves**

The Company’s subsidiaries and VIEs incorporated in China are required to make appropriations to certain non-distributable statutory reserves. In accordance with the laws applicable to foreign invested enterprises in China, its subsidiaries have to make appropriations from its after-tax profit as reported in their PRC statutory accounts to non-distributable statutory reserves including (i) general reserve fund, (ii) enterprise expansion fund and (iii) staff bonus and welfare fund. The appropriation to the general reserve fund is at least 10% of the after-tax profits as reported in the PRC statutory accounts. Appropriation is not required if the reserve fund has reached 50% of the registered capital of the respective company. The appropriation to the other reserve funds is at the discretion of the board of directors of the respective company. At the same time, the Company’s VIEs, in accordance with the China Company Laws, must make appropriations from their after-tax profit as reported in their PRC statutory accounts to non-distributable statutory reserves including (i) statutory surplus fund and (ii) discretionary surplus fund. The appropriation to the statutory surplus fund is at least 10% of the after-tax profits as reported in their PRC statutory accounts. Appropriation is not required if the statutory surplus fund has reached 50% of the registered capital of the respective company. Appropriation to the discretionary surplus fund is made at the discretion of the board of directors of the respective companies.

The general reserve fund and statutory surplus fund are restricted to set off against losses, expansion of production and operation or increase in the registered capital of the respective companies. The staff bonus and welfare fund is available to fund payments of special bonuses to staff and for collective welfare benefits. Upon approval by the board of directors, the discretionary surplus and enterprise expansion fund can be used to offset accumulated losses or to increase capital.

**(v) Business combination**

The Group accounts for its business combinations using the acquisition method of accounting in accordance with ASC 805, Business Combinations. The cost of an acquisition is measured as the aggregate of the acquisition date fair values of the assets transferred and liabilities assumed by the Group to the sellers and equity instruments issued. Transaction costs directly attributable to the acquisition are expensed as incurred. Identifiable assets and liabilities acquired or assumed are measured separately at their fair values as of the acquisition date, irrespective of the extent of any noncontrolling interests. The excess of (i) the total costs of acquisition, fair value of the noncontrolling interests and acquisition date fair value of any previously held equity interest in the acquiree over (ii) the fair value of the identifiable net assets of the acquiree is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in the consolidated statements of operations and comprehensive income. During the measurement period, which can be up to one year from the acquisition date, the Group may record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded on the consolidated statements of operations and comprehensive income.

In a business combination achieved in stages, the Group re-measures the previously held equity interests in the acquiree when obtaining control at its acquisition date fair value and the re-measurement gain or loss, if any, is recognized on the consolidated statements of operations and comprehensive income.

When there is a change in ownership interests or a change in contractual arrangements that results in a loss of control of a subsidiary, the Company deconsolidates the subsidiary from the date control is lost. Any retained noncontrolling investment in the former subsidiary is measured at fair value and is included in the calculation of the gain or loss upon deconsolidation of the subsidiary.

**(w) Noncontrolling interests and redeemable noncontrolling interests**

Noncontrolling interests are recognized to reflect the portion of the equity of majority-owned subsidiaries and VIEs which is not attributable, directly or indirectly, to the controlling shareholder.

The noncontrolling interest will continue to be attributed its share of losses even if that attribution results in a deficit noncontrolling interest balance.

Redeemable noncontrolling interests represent redeemable equity interests issued by the Group's subsidiaries to certain investors (see Note 19), and have been classified as mezzanine classified noncontrolling interests in the consolidated financial statements as these redeemable interests are contingently redeemable upon the occurrence of certain conditional events, which is not solely within the control of the Group. The Group accreted the redeemable equity interests to their redemption value, which is purchase price plus interest per year over the period since issuance to the earliest redemption date. The accretions were recorded against retained earnings, or in the absence of retained earnings, by charges against additional paid-in capital. Once additional paid-in capital had been exhausted, additional charges were recorded by increasing the accumulated deficit.

**(x) Related parties**

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or significant influence, such as a family member or relative, stockholder, or a related corporation.

**(y) Comprehensive income**

Comprehensive income is defined as the change in equity of the Group during a period arising from transactions and other events and circumstances excluding transactions resulting from investments by shareholders and distributions to shareholders.

**(z) Segment reporting**

The Group's internal organizational structure as well as information about geographical areas, business segments and major customers in financial statements is set out in detail under Note 28.

**(aa) Dividends**

Dividends of the Company are recognized when declared.

**(bb) Recently adopted accounting pronouncements**

In December 2019, the FASB issued ASU 2019-12, "Income Taxes-Simplifying the Accounting for Income Taxes (Topic 740)", which simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in ASC 740 and also clarifies and amends existing guidance to improve consistent application. The Group adopted this new standard effective January 1, 2021 with no material impact on its consolidated financial statements.

In January 2020, the FASB issued ASU 2020-01, “Investments-Equity Securities (Topic 321), Investments-Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815): Clarifying the Interactions between Topic 321, Topic 323, and Topic 815”, which clarifies the interaction of the accounting for equity investments under Topic 321 and investments accounted for under the equity method of accounting in Topic 323 and the accounting for certain forward contracts and purchased options accounted for under Topic 815. The Group adopted this new standard effective January 1, 2021 with no material impact on its consolidated financial statements.

**(cc) Recently issued accounting pronouncements not yet adopted**

In August 2020, the FASB issued ASU 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity’s Own Equity (Subtopic 815-40), Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity. ASU 2020-06 simplifies the accounting for convertible instruments by reducing the number of accounting models available for convertible debt instruments. This guidance also eliminates the treasury stock method to calculate diluted earnings per share for convertible instruments and requires the use of the if-converted method. ASU 2020-06 is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. The Group is currently evaluating the impact of the new guidance on the consolidated financial statements.

In May 2021, the FASB issued ASU No. 2021-04, Earnings Per Share (Topic 260), Debt — Modifications and Extinguishments (Subtopic 470-50), Compensation — Stock Compensation (Topic 718), and Derivatives and Hedging — Contracts in Entity’s Own Equity (Subtopic 815-40) to clarify and reduce diversity in an issuer’s accounting for modifications or exchanges of freestanding equity-classified written call options (for example, warrants) that remain equity classified after modification or exchange. The amendments in this update are effective for all entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. An entity should apply the amendments prospectively to modifications or exchanges occurring on or after the effective date of the amendments. The Group is currently evaluating the impact of the new guidance on the consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers (ASU 2021-08), which clarifies that an acquirer of a business should recognize and measure contract assets and contract liabilities in a business combination in accordance with Topic 606, Revenue from Contracts with Customers. The new amendments are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The amendments should be applied prospectively to business combinations occurring on or after the effective date of the amendments, with early adoption permitted. The Group is currently evaluating the impact of the new guidance on the consolidated financial statements.

**3. Discontinued operations**

In September 2019, the Group signed a series of agreements with a subsidiary of Alibaba Group Holding Limited (“Alibaba”) to sell its e-commerce platform Kaola for a consideration of approximately US\$1.9 billion. The consideration is comprised of approximately US\$1.6 billion in cash payable to the Group and Kaola equity award holders, as well as approximately 14.3 million Alibaba ordinary shares issued to the Group. Upon completion of the transaction, Kaola was deconsolidated from the Group and its historical financial results are reflected in the Group’s consolidated financial statements as discontinued operations accordingly. The financial results of Kaola in the prior period are reflected on the same basis to provide the comparable financial information.

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The following tables set forth the statement of operations and cash flows of discontinued operations which were included in the Group's consolidated financial statements (in thousands):

	For the year ended December 31, 2019***
	RMB
Net revenues	10,571,406
Cost of revenues	(9,620,388)
<b>Gross profit</b>	<b>951,018</b>
<b>Operating expenses:</b>	
Selling and marketing expenses	(1,258,413)
General and administrative expenses	(79,985)
Research and development expenses	(326,127)
Total operating expenses	(1,664,525)
Operating loss	(713,507)
Other expenses	(69,282)
Loss from discontinued operations	(782,789)
Income tax	(5,857)
Loss from discontinued operations, net of tax	(788,646)
Gains on disposal, net of tax	8,751,165
Net income from discontinued operations	7,962,519
	For the year ended December 31, 2019***
	RMB
Net cash provided by discontinued operating activities	305,487
Net cash used in discontinued investing activities	(832,252)

\*\*\* Included financial results of discontinued operations from January 1, 2019 to September 6, 2019.

#### 4. Acquisition

##### Major acquisition in 2020

In 2020, the Group acquired an additional 33.1% equity interest of a previously held equity investment with total cash consideration of RMB168.3 million. Upon the acquisition, the Group increased its equity interest in this investment from 30.0% to 63.1%, and accounted for it as a consolidated subsidiary of the Group. A gain of RMB130.1 million in relation to the revaluation of the previously held equity interests was recorded in "Investment income/(losses), net" in the consolidated statements of operations and comprehensive income for the year ended December 31, 2020.

Consideration for this transaction was allocated on the acquisition date based on the fair value of the assets acquired and the liabilities assumed as follows (in thousands):

	Amounts RMB
Net assets acquired <sup>(i)</sup>	16,440
Amortizable intangible assets <sup>(ii)</sup>	
Trademark	59,300
Developed technology	182,200
Deferred tax liabilities	(60,375)
Goodwill	311,109
Noncontrolling interests	(187,762)
Total	320,912

(i) Net assets acquired mainly included cash and cash equivalents as of the date of acquisition.

(ii) Trademark and Developed technology acquired in the acquisition are included in "Copyrights, licenses, domain names, trademark and technology".

*Acquisition in 2021*

In 2021, the Group completed several acquisitions to complete its existing businesses and achieve synergies. The acquired entities individually and in aggregate were insignificant. The Group's acquisitions in 2021 are summarized in the following table (in thousands):

	<u>Amounts</u> <u>RMB</u>
Net assets acquired	76,132
Amortizable intangible assets <sup>(i)</sup>	
Trademark	64,662
Other identified intangible assets	13,750
Deferred tax liabilities	(13,293)
Goodwill	276,463
Redeemable noncontrolling interests	(106,368)
Total	<u>311,346</u>

(i) Trademarks and other identified intangible assets acquired in the acquisitions are included in "Copyrights, licenses, domain names, trademark and technology", of which impairment loss of RMB56.8 million for the year ended December 31, 2021 was recognised.

In relation to the revaluation of the previously held equity interests, a loss of RMB2.5 million was recorded in "Investment income/(losses), net" in the consolidated statements of operations and comprehensive income for the year ended December 31, 2021.

No significant acquisition incurred for the year ended December 31, 2019. Pro forma results of operations for all the acquisitions have not been presented because they were not material to the consolidated statements of operations and comprehensive income for the years ended December 31, 2019, 2020 and 2021, either individually or in aggregate.

## 5. Concentrations and Risks

### (a) Server and bandwidth service provider

The Group relied on telecommunications service providers and their affiliates for server and bandwidth service to support its operations during fiscal years 2019, 2020 and 2021 as follows:

	<u>For the year ended December 31,</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
Total number of telecommunications service providers	79	87	135
Number of service providers provided by 10% or more of the Group's server and bandwidth service expenditure	2	3	4
Total% of the Group's server and bandwidth service expenditure provided by 10% or greater service providers	56.3 %	62.3 %	67.2 %

**(b) Credit risk**

Financial instruments that potentially subject the Group to significant concentrations of credit risk consist primarily of cash and cash equivalents, time deposits, restricted cash, accounts receivable and short-term investments. As of December 31, 2020 and 2021, substantially all of the Group's cash equivalents, time deposits and restricted cash were held in major financial institutions located in the PRC or Hong Kong, which management considers being of high credit quality. Accounts receivable are typically unsecured and are generally derived from revenue earned from mobile games services (mainly related to remittances from distribution channels) and advertising services.

One distribution channel had a receivable balance exceeding 10% of the total accounts receivable balance for the year ended December 31, 2020 and 2021, respectively as follows:

	December 31, 2020	December 31, 2021
Distribution channel A	24.5 %	20.2 %

Short-term investments consist of financial products issued by commercial banks in China with a variable interest rate indexed to performance of underlying assets, which have a maturity date within one year as of the purchase date. The effective yields of the short-term investments range from 2.25% to 4.40% per annum. Any negative events or deterioration in financial well-being with respect to the counterparties of the above investments and the underlying collateral may cause a material loss to the Group and have a material effect on the Group's financial condition and results of operations.

**(c) Major customers**

No single customer represented 10% or more of the Group's total net revenues for the years ended December 31, 2019, 2020 and 2021.

**(d) Online games**

The Group derived 36.8%, 33.1% and 29.2% of its total net revenues from its top 5 online games for the years ended December 31, 2019, 2020 and 2021, respectively.

Additionally, 71.4%, 71.9% and 70.4% of the Group's total net game revenues were generated from mobile games for the years ended December 31, 2019, 2020 and 2021, respectively.

**6. Prepayments and Other Current Assets**

The following is a summary of prepayments and other current assets (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Guarantee payment made to Blizzard - royalty fees	334,760	319,210
Prepayment for royalties, revenue sharing cost	2,371,822	2,635,766
Receivable due from Alibaba	1,360,279	837,148
Interest and other operating income receivable	682,328	676,714
Prepayments of content and marketing cost and other operational expenses	545,943	826,220
Prepayment for sales tax and deductible value added tax	477,103	483,397
Bridge loans in connection with ongoing investments	6,469	41,835
Deposits	62,786	86,621
Employee advances	74,325	67,848
Advance to suppliers	60,444	134,712
Others	100,284	126,386
	<u>6,076,543</u>	<u>6,235,857</u>

In accordance with the license agreements of World of Warcraft®, the StarCraft® II series, Hearthstone®, Heroes of the Storm®, Diablo® III and Overwatch®, the Group made certain guarantee payments to Blizzard on behalf of Shanghai EaseNet for the minimum guaranteed royalties as of December 31, 2020 and 2021. The guarantee amounts will be released to the Group when actual royalties are paid by Shanghai EaseNet to Blizzard.

As of December 31, 2020 and 2021, prepayments for royalties and revenue sharing cost mainly represented prepaid royalties or revenue sharing cost related to operations of licensed PC and mobile games.

Balance of receivable from Alibaba represents receivable for disposal of Kaola which was expected to receive in one year.

The amount of employee advances listed above included staff housing loan balances of RMB37.2 million and RMB29.2 million repayable within 12 months from December 31, 2020 and 2021, respectively (see Note 12). No advances were made directly or indirectly to the Group's executive officers for their personal benefit for the years ended December 31, 2020 and 2021.

## 7. Short-term Investments

As of December 31, 2020 and 2021, the Group's short-term investments mainly consisted of financial products issued by commercial banks in China with a variable interest rate indexed to the performance of underlying assets and a maturity date within one year when purchased. As of December 31, 2021, the effective yields of short-term investments ranged from 2.25% to 4.40% per annum (2020: 2.52% to 4.10% per annum).

The following is a summary of short-term investments (in thousands):

	December 31, 2020		
	Cost	Unrealized	Estimated
	RMB	Gains/(Losses)	Fair Value
	RMB	RMB	RMB
Short-term investments	13,095,780	177,246	13,273,026
	December 31, 2021		
	Cost	Unrealized	Estimated
	RMB	Gains/(Losses)	Fair Value
	RMB	RMB	RMB
Short-term investments	12,081,868	199,680	12,281,548

During the years ended December 31, 2019, 2020 and 2021, the Group recorded investment income related to short-term investments of RMB657.6 million, RMB580.7 million and RMB639.8 million in the consolidated statements of operations and comprehensive income, respectively.

## 8. Property, Equipment and Software

The following is a summary of property, equipment and software (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Building and decoration	2,941,233	3,676,626
Leasehold improvements	191,825	287,510
Furniture, fixtures, office and other equipments	231,194	339,791
Vehicles	83,909	98,651
Servers and computers	4,546,503	5,417,716
Software	207,041	237,550
Construction in progress	784,375	653,239
	<u>8,986,080</u>	<u>10,711,083</u>
Less: accumulated depreciation	(4,436,137)	(5,277,225)
Net book value	<u>4,549,943</u>	<u>5,433,858</u>

Depreciation expense was RMB1,119.1 million, RMB1,113.0 million and RMB928.5 million for the years ended December 31, 2019, 2020 and 2021, respectively.

As of December 31, 2020 and 2021, the construction in progress balance were mainly comprised of construction of buildings in Hangzhou, Guangzhou, Jiangxi and Shanghai that have not yet been placed in service for the Group's intended use. All the related cost is capitalized in construction in progress to the extent it is incurred for the purposes of bringing the construction development to a usable state.

## 9. Land Use Rights

Land use rights represent acquired right to use the land on which the Group's offices and warehouses are built. In 2020 and 2021, the Group obtained the land use rights in Shanghai and Hangzhou from the local authorities. Amortization of the land use right is made over the remaining term of the land use right period from the date when the land was made available for use by the Group. The land use rights are summarized as follows (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Cost	4,402,470	4,415,809
Incentive payment from local government	(15,000)	(15,000)
Accumulated amortization	(209,213)	(292,719)
Land use right, net	<u>4,178,257</u>	<u>4,108,090</u>

The total amortization expense for each of the years ended December 31, 2019, 2020 and 2021 amounted to approximately RMB72.2 million, RMB84.7 million and RMB87.4 million, respectively.

## 10. Leases

The Group has operating leases for corporate offices, warehouses and retail stores. In addition, upon the adoption of ASC 842, land use rights, net with total carrying amount of RMB4,178.3 million and RMB4,108.1 million (Note 9) were identified as operating lease right-of-use assets as of December 31, 2020 and 2021, respectively.



The Group's leases have remaining lease terms of 1 months to 69 years, some of which include options to terminate the leases within certain periods. The Group considers these options in determining the classification and measurement of the leases when it is reasonably certain that the Group will exercise that option.

The following table provides information related to the Group's operating leases (in thousands):

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Operating lease cost <sup>(i)</sup>	360,383	433,412	580,375
Cash paid for amounts included in the measurement of operating lease liabilities	284,969	323,836	503,127
Right-of-use assets obtained in exchange for operating lease obligations	179,350	658,168	763,919

(i) Included short-term lease cost of RMB65.6 million, RMB27.6 million and RMB31.4 million and amortization expenses of land use rights of RMB72.2 million, RMB84.7 million and RMB87.4 million for the year ended December 31, 2019, 2020 and 2021, respectively.

The following table provides a summary of the Group's operating lease terms and discount rates as of December 31, 2020 and 2021:

	December 31, 2020	December 31, 2021
Weighted average remaining lease term	2.27 years	2.84 years
Weighted average discount rate	4.16 %	3.95 %

Maturities of operating lease liabilities as of December 31, 2021 were as follows (in thousands):

	RMB
2022	343,575
2023	252,308
2024	198,090
2025	131,987
2026	93,725
Thereafter	150,477
Total operating lease payments	1,170,162
Less: imputed interest	(103,636)
Total	1,066,526

## 11. Long-term Investments

The following is a summary of long-term investments (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Investments in equity method investees	1,621,327	3,776,245
Equity investments with readily determinable fair values	3,743,590	5,886,911
Equity investments without readily determinable fair values	6,333,746	8,802,976
Investments accounted for at fair values	—	194,280
Debt investments	12,596	144,490
	11,711,259	18,804,902

**(a) Investments in equity method investees**

The Group recorded equity share of earnings of RMB4.3 million, RMB172.5 million and RMB1,575.5 million for the years ended December 31, 2019, 2020, and 2021, respectively, which was included in “Investment income, net” in the consolidated statements of operations and comprehensive income. Significant equity method investments are summarized as follows.

- (1) In August 2013, the Group established a joint venture with China Telecom Corp. Ltd. (“China Telecom”), Zhejiang Yixin Technology Co., Ltd. (formerly known as Hangzhou Yixin Technology Co., Ltd.) (“Yixin”) to launch “YiChat”, a proprietary social instant messaging application for smart phones. The Group contributed RMB200.0 million cash in exchange for a 27.0% equity interest in Yixin. In July 2015, the Group increased its equity shares in Yixin to 35.0% with a cash consideration of approximately RMB127.5 million.
- (2) As of December 31, 2020, the Group invested an aggregated cash consideration of RMB897.2 million in three limited partnerships as a limited partner, and in 2021, the Group further contributed RMB54.2 million, RMB42.5 million and RMB310.0 million cash in these three limited partnerships, respectively. In addition, the Group contributed RMB211.8 million and RMB127.6 million cash in another two limited partnerships as a limited partner, respectively. The objectives of these limited partnerships are to engage in investment in online game business. The Group accounted such investments under the equity method.

**(b) Equity investments with readily determinable fair values**

As of December 31, 2021, equity investments with readily determinable fair values included RMB2,111.4 million invested in shares of AppLovin Corporation, RMB1,356.7 million invested in shares of Alibaba, RMB618.7 million invested in shares of Devolver Digital, Inc., RMB559.0 million invested in shares of Shenzhen Transsion Holding Limited, RMB534.8 million invested in shares of Embracer Group AB (publ), RMB498.4 million invested in shares of Huatai Securities Company Limited (“Huatai”), and RMB208.0 million invested in shares of tinyBuild Inc. The Group recorded fair value gain of RMB763.2 million, RMB720.6 million and RMB91.1 million related to the equity investments with readily determinable fair value for the year ended December 31, 2019, 2020 and 2021, respectively.

The Group also received cash dividends of RMB12.7 million, RMB12.7 million and RMB18.9 million from Huatai for the years ended December 31, 2019, 2020 and 2021, respectively.

**(c) Equity investments without readily determinable fair value**

Equity investments without readily determinable fair value represent investments in privately held companies with no readily determinable fair value. The Group does not have significant influence on these investees, or the investments are not common stock or in substance common stock. These investments are classified as equity investments without readily determinable fair value, and are carried at cost less impairment, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. For the year ended December 31, 2019, 2020 and 2021, nil, nil and RMB380.8 million upward adjustments to the carrying value of equity securities without readily determinable fair value resulted from such transactions were recognized as “Investment income/(losses), net” in the consolidated statements of operations and comprehensive income, respectively.

The Group recognized a gain of RMB86.1 million, RMB36.1 million and RMB172.5 million related to the disposal of the Group’s investments in equity securities without readily determinable fair value as “Investment income/(losses), net” in the consolidated statements of operations and comprehensive income for the years ended December 31, 2019, 2020 and 2021, respectively.

The Group recognized impairment provision of RMB168.4 million, RMB55.6 million and RMB19.2 million related to certain of the equity investments without readily determinable fair value as “Investment income/(losses), net” in the consolidated statements of operations and comprehensive income for the years ended December 31, 2019, 2020 and 2021, respectively.

## 12. Other Long-term Assets

The following is a summary of other long-term assets (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Copyrights, licenses, domain names, trademark and technology	4,125,433	2,617,164
Long-term receivable	84,849	58,366
Long-term interest receivables	113,006	98,594
Goodwill	318,943	595,280
Staff housing loans	63,531	55,275
Non-current deposits	166,210	150,666
Others	236,710	433,111
	<u>5,108,682</u>	<u>4,008,456</u>

Balances of copyrights and licenses represents prepaid minimum royalties for exploitation of related intellectual properties, which was amortized over the term of the respective licensing agreements or estimated amortization periods.

### *Goodwill*

	December 31, 2020	December 31, 2021
	RMB	RMB
Beginning balance	—	318,943
Additions	318,943	276,337
Ending balance	<u>318,943</u>	<u>595,280</u>

For the years ended December 31, 2020 and 2021, the Group performed impairment tests using the qualitative and quantitative method and concluded that the goodwill was not impaired as at December 31, 2020 and 2021, therefore, no provision was recorded.

The Group made housing loans to its employees (excluding executive officers) for house purchases via a third-party commercial bank in China. Each individual staff housing loan is collateralized either by the property for which the loan is extended or by approved personal guarantees for the loan amount granted. The repayment term is five years from the date of drawdown. The interest rate is fixed varying from 1.5% to 4.75% per annum for the years ended December 31, 2020 and 2021. The outstanding portion of the staff housing loans repayable within 12 months as of December 31, 2020 and 2021 amounted to approximately RMB37.2 million and RMB29.2 million, respectively. The amount are reported under “Prepayments and other current assets” in the consolidated balance sheets (see Note 6).

## 13. Taxation

### (a) Income taxes

#### *Cayman Islands*

Under the current laws of the Cayman Islands, the Company, and its intermediate holding companies in the Cayman Islands are not subject to tax on income or capital gain. Additionally, upon payments of dividends by the Company or its subsidiaries in the Cayman Islands to their shareholders, no Cayman Islands withholding tax will be imposed.

#### *British Virgin Islands (“BVI”)*

Subsidiaries in the BVI are exempted from income tax on its foreign-derived income in the BVI. There are no withholding taxes in the BVI.

### Hong Kong

Subsidiaries in Hong Kong are subject to 16.5% income tax on their taxable income generated from operations in Hong Kong. For the years ended December 31, 2019, 2020 and 2021, the first HK\$2 million of profits earned by one of the Company's subsidiaries incorporated in Hong Kong is taxed at half the current tax rate (i.e. 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate. The payments of dividends by these companies to their shareholders are not subject to any Hong Kong withholding tax.

### China

Under the EIT Law, Foreign Invested Enterprises ("FIEs") and domestic companies would be subject to EIT at a uniform rate of 25%. Preferential tax treatments will continue to be granted to FIEs or domestic companies which conduct businesses in certain encouraged sectors and to entities otherwise classified as "Software Enterprises", "Key Software Enterprises" and/or "High and New Technology Enterprises" ("HNTEs"). The EIT Law became effective on January 1, 2008.

Boguan, NetEase Hangzhou and certain other PRC subsidiaries were qualified as HNTEs and enjoyed a preferential tax rate of 15% for 2019, 2020 and 2021. In 2019 and 2020, Boguan, NetEase Hangzhou and certain other PRC subsidiaries were also qualified as a Key Software Enterprise to enjoy preferential tax rate of 10% for 2018 and 2019. The related tax benefit was recorded in 2019 and 2020, respectively. The Key Software Enterprise status is subject to review by the relevant authorities every year. In 2021, no subsidiaries were qualified as a Key Software Enterprise for 2020.

The aforementioned preferential tax rates are subject to annual review by the relevant tax authorities in China.

The following table presents the combined effects of EIT exemptions and tax rate reductions enjoyed by the Group for the years ended December 31, 2019, 2020 and 2021 (in thousands except per share data):

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Aggregate amount of EIT exemptions and tax rate reductions	1,665,199	1,969,414	2,238,907
Earnings per share effect, basic	0.52	0.60	0.67
Earnings per share effect, diluted	0.51	0.59	0.66

The following table sets forth the component of income tax expenses of the Group for the years ended December 31, 2019, 2020 and 2021 (in thousands):

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Current tax expense	2,764,097	2,953,670	3,720,321
Deferred tax expense	150,629	88,179	407,948
Income tax expenses	2,914,726	3,041,849	4,128,269

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The following table presents a reconciliation of the differences between the statutory income tax rate and the Group's effective income tax rate for the years ended December 31, 2019, 2020 and 2021:

	For the year ended December 31,		
	2019 %	2020 %	2021 %
Statutory income tax rate	25.0	25.0	25.0
Permanent differences	(2.8)	(1.9)	(2.7)
Effect due to different tax rates applicable to overseas entities	(0.9)	(0.5)	(1.8)
Effect of lower tax rate applicable to Software Enterprises, Key Software Enterprise and HNTes	(13.6)	(16.5)	(10.1)
Change in valuation allowance	4.9	6.8	3.9
Effect of withholding income tax <sup>(d)</sup>	5.2	6.9	5.3
Effective income tax rate	<u>17.8</u>	<u>19.8</u>	<u>19.6</u>

As of December 31, 2021, certain entities of the Group had net operating tax loss carry forwards as follows (in thousands):

	RMB
Loss expiring in 2022	689,266
Loss expiring in 2023	3,335,068
Loss expiring in 2024	3,243,489
Loss expiring in 2025	2,864,732
Loss expiring after 2026	3,919,521
	<u>14,052,076</u>

Full valuation allowance was provided on the related deferred tax assets as the Group's management does not believe that sufficient positive evidence exists to conclude that recoverability of such deferred tax assets is more likely than not to be realized.

**(b) Sales tax**

Pursuant to the provision regulation of the PRC on VAT and its implementation rules, the Company's subsidiaries and VIEs are generally subject to VAT at a rate of 6% from revenues earned from services provided or 16% from sales of general goods, which was reduced to 13% effective from 1 April, 2019.

**(c) Deferred tax assets and liabilities**

The following table presents the tax impact of significant temporary differences that give rise to the deferred tax assets and liabilities as of December 31, 2020 and 2021 (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Deferred tax assets:		
Deferred revenue, primarily for advanced payments from online games customers	624,565	776,719
Accruals	547,591	641,198
Depreciation of fixed assets	6,911	11,557
Amortization of intangible assets	6,623	4,331
Net operating tax loss carry forward	3,156,923	3,513,019
	<u>4,342,613</u>	<u>4,946,824</u>
Less: valuation allowance	(3,255,854)	(3,648,870)
Total	<u>1,086,759</u>	<u>1,297,954</u>

	December 31, 2020 RMB	December 31, 2021 RMB
Deferred tax liabilities:		
Withholding income tax <sup>(d)</sup>	621,204	1,257,552
Others	92,235	88,322
Total	<u>713,439</u>	<u>1,345,874</u>

The Group does not believe that sufficient positive evidence exists to conclude that the recoverability of deferred tax assets of certain entities of the Group is more likely than not to be realized. Consequently, the Group has provided full valuation allowances for certain entities of the Group on the related deferred tax assets. The following table sets forth the movement of the aggregate valuation allowances for deferred tax assets for the periods presented (in thousands):

	Balance at January 1 RMB	Provision/(Write-off) for the year RMB	Balance at December 31 RMB
2019	1,269,615	879,264	2,148,879
2020	2,148,879	1,106,975	3,255,854
2021	3,255,854	393,016	3,648,870

**(d) Withholding income tax**

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by an enterprise in China to its non-resident enterprise investors. A lower withholding income tax rate of 5% is applied if the non-resident enterprise investor is registered in Hong Kong with at least 25% equity interest in the PRC enterprise and meets the relevant conditions or requirements pursuant to the tax arrangement between mainland China and Hong Kong. On February 22, 2008, the Ministry of Finance and State Taxation Administration jointly issued a circular which stated that for FIEs, all profits accumulated up to December 31, 2007 are exempted from withholding tax when they are distributed to foreign investors.

The Group accrued RMB846.6 million, RMB1,056.9 million and RMB1,124.4 million (US\$176.4 million) withholding tax liabilities associated with all of its earnings expected to be distributed from its PRC subsidiaries to overseas for general corporate purposes in 2019, 2020 and 2021, respectively. The Group have repatriated a portion of these earnings and paid related withholding income tax in 2019, 2020 and 2021.

As of December 31, 2020 and 2021, there were approximately RMB1,110.9 million and RMB1,104.2 million (US\$173.3 million) unrecognized deferred tax liabilities related to undistributed earnings of the Group's PRC subsidiaries, respectively. And the Group still intends to indefinitely reinvest these remaining undistributed earnings in its PRC subsidiaries.

**14. Taxes Payable**

The following is a summary of taxes payable as of December 31, 2020 and 2021 (in thousands):

	December 31, 2020 RMB	December 31, 2021 RMB
Sales Tax payable	683,763	681,815
Withholding individual income taxes for employees	237,681	263,845
EIT payable	3,286,392	3,459,307
Others	74,999	132,083
	<u>4,282,835</u>	<u>4,537,050</u>

## 15. Short-term Loans

As of December 31, 2020 and 2021, the short-term loans balances represent short-term loan arrangements with banks which were repayable within a maturity term ranging from one week to one year and charged at a fixed interest rates ranging 0.55% and 3.45% per annum. As of December 31, 2020 and 2021, the weighted average interest rate for the outstanding short-term loans was approximately 0.86% and 0.79%, respectively. The short-term loans are denominated in US\$, EUR, GBP, CAD, JPY, SEK or CNY.

As of December 31, 2020, certain short-term loans were secured by RMB deposits of the Group in onshore branches of the banks in the amount of RMB1,295.0 million, which was recognized as restricted cash (see Note 2(f)).

On August 9, 2018, the Group entered into a three-year US\$500 million syndicated facility agreement with a group of four mandated lead arrangers and bookrunners. The facility is priced at 95 basis points over London interbank offered rate ("LIBOR") and has a commitment fee of 0.20% on the undrawn portion. There were US\$500.0 million and nil of borrowings outstanding under the syndicated facility as of December 31, 2020 and 2021. This syndicated facility agreement was expired on August 9, 2021.

In 2021, the Group also entered into several uncommitted loan credit facility agreements provided by certain financial institutions. As of December 31, 2021, US\$1,503.9 million of such credit facilities has not been utilized.

In 2021, the Group also entered into several guarantee agreements in the aggregate amount of US\$1,730.0 million in respect of certain credit facilities taken by its subsidiaries. As at December 31, 2021, US\$621.7 million of such credit facilities had not been utilized.

## 16. Deferred Revenue

Deferred revenue represents sales proceeds from prepaid points sold, unamortized mobile game in-game spending, prepaid products fees before delivery and prepaid subscription fees for internet value-added services for which services are yet to be provided as of the balance sheet dates.

For the year ended December 31, 2021, the additions to the deferred revenue balance were primarily due to cash payments received or due in advance of satisfying the Group's performance obligations, while the reductions to the deferred revenue balance were primarily due to the recognition of revenues upon fulfillment of the Group's performance obligations, both of which were in the ordinary course of business. During the year ended December 31, 2020 and 2021, RMB8,149.2 million and RMB10,513.0 million of revenues recognized were included in the deferred revenue balance at the beginning of the year, respectively.

As of December 31, 2021, the aggregate amount of transaction price allocated to the unsatisfied performance obligations is RMB12,407.2 million, which includes the deferred revenues balances and amounts to be invoiced and recognized as revenue in future periods. The Group expects to recognize RMB12,132.7 million as revenue over the next 12 months, and the remaining unsatisfied performance obligations expected to be recognized thereafter was recognized in other long-term liabilities. This balance does not include an estimate for variable consideration arising from sales rebates to advertising service customers and estimated breakage for online points.

## 17. Accrued Liabilities and Other Payables

The following is a summary of accrued liabilities and other payables as of December 31, 2020 and 2021 (in thousands):

	December 31, 2020	December 31, 2021
	RMB	RMB
Customer deposits on NetEase Pay accounts	1,911,841	2,388,546
Marketing expenses and promotion materials	1,440,661	1,857,133
Accrued fixed assets related payables	340,725	706,583
Server and bandwidth service fees	150,614	264,513
Accrued revenue sharing	729,688	1,176,349
Content cost	1,293,598	838,293
Professional fees and technical charges	491,895	608,752
Accrued freight and warehousing charge	61,611	84,490
Administrative expenses and other staff related cost	293,693	399,753
Deferred government grants	3,700	174,241
Others	288,793	527,855
	<u>7,006,819</u>	<u>9,026,508</u>

## 18. Long-term loans

On June 2, 2021, the Group entered into a five-year term loan facility and revolving loan facility agreement with aggregate commitments of US\$1.0 billion. The facility is priced at 85 basis points per annum over LIBOR and has a commitment fee of 0.20% on the undrawn portion. There were US\$200.0 million of borrowings outstanding under the syndicated facility as of December 31, 2021 with no pledge. The Group was subject to certain covenants under the syndicated facility agreement and was in compliance with these covenants as of December 31, 2021.

## 19. Noncontrolling Interests and Redeemable Noncontrolling Interests

### Cloud Music

In 2018 and 2019, Cloud Music issued preferred shares (“Cloud Music Preferred Shares”) to certain investors for an aggregated cash consideration of US\$716.3 million and US\$711.6 million, respectively.

In 2020, pursuant to the agreements entered between one of the redeemable noncontrolling interest and Cloud Music, Cloud Music repurchased this redeemable noncontrolling interest at a cash consideration of US\$66.3 million. The Group accounted for the repurchase as an equity transaction, no gains or losses were recognized from the repurchase. The excess of the consideration transferred over the carrying amount of the redeemable noncontrolling interests surrendered, amounting to RMB207.0 million was recognized as a deemed dividend to preferred shareholders, among which RMB204.7 million attributable to the Company’s shareholders also reduces the numerator for EPS calculation.

The Cloud Music Preferred Shares were entitled to certain preferences and privileges with respect to redemption. The Group determined that the preferred shares should be classified as redeemable noncontrolling interests since they are contingently redeemable upon the occurrence of a conditional event or a deemed redemption event, which is not solely within the control of the Group. The redemption price equals to the net initial investment amount plus annual interests, if any. Upon completion of the IPO of Cloud Music in December 2021, all Cloud Music Preferred Shares held by external preferred shareholders were automatically re-designated and converted on a one-for-one basis into ordinary shares of Cloud Music.



## Youdao

In April 2018, Youdao issued equity interests with preferential rights (“Youdao Preferred Shares”) to two investors for a total cash consideration of US\$70.0 million. The Group determined that the equity interests with preferential rights should be classified as redeemable noncontrolling interest since they are contingently redeemable upon the occurrence of a conditional event, which is not solely within the control of the Company. The redemption price equals to the net initial investment amount plus annual interests. Upon completion of the IPO of Youdao in October 2019, all Youdao Preferred Shares held by external preferred shareholders were automatically re-designated and converted on a one-for-one basis into Class A ordinary shares of Youdao.

Each issuance of the preferred shares is recognized at the respective issue price at the date of issuance net of issuance costs. The Group records accretions on the redeemable noncontrolling interest to the redemption value from the issuance dates to the earliest redemption dates if redemption is probable. The accretions using the effective interest method, are recorded as deemed dividends to preferred shareholders, which reduces retained earnings and equity classified noncontrolling interests, and earnings available to common shareholders in calculating basic and diluted earnings per share.

**20. Capital Structure**

The holders of ordinary shares in the Company are entitled to one vote per share and to receive ratably such dividends, if any, as may be declared by the board of directors of the Company. In the event of liquidation, the holders of ordinary shares are entitled to share ratably in all assets remaining after payment of liabilities. The ordinary shares have no preemptive, conversion, or other subscription rights.

**21. Employee Benefits**

The Company’s subsidiaries and VIEs incorporated in China participate in a government-mandated multi-employer defined contribution plan under which certain retirement, medical, housing and other welfare benefits are provided to employees. Chinese labor regulations require the Company’s Chinese subsidiaries and VIEs to pay to the local labor bureau a monthly contribution at a stated contribution rate based on the monthly basic compensation of qualified employees. The relevant local labor bureau is responsible for meeting all retirement benefit obligations; hence, the Group has no further commitments beyond its monthly contribution. The following table presents the Group’s employee welfare benefits expense for the years ended December 31, 2019, 2020 and 2021 (in millions):

	For the year ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Contributions to medical and pension schemes	903.4	769.4	1,463.8
Other employee benefits	631.8	766.8	1,044.5
	<u>1,535.2</u>	<u>1,536.2</u>	<u>2,508.3</u>

**22. Share-based Compensation**

For the years ended December 31, 2019, 2020 and 2021, total share-based compensation expenses recognized were RMB2,404.1 million, RMB2,663.5 million and RMB3,041.5 million, respectively. The table below presents a summary of the Group’s share-based compensation cost (in thousands):

	For the year ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Cost of revenues	758,810	794,855	833,389
Selling and marketing expenses	84,920	102,300	118,611
General and administrative expenses	797,120	929,013	1,105,547
Research and development expenses	763,239	837,321	983,945
	<u>2,404,089</u>	<u>2,663,489</u>	<u>3,041,492</u>

**(a) Restricted share units plan**

**2009 Restricted Share Unit Plan**

In November 2009, the Company adopted a restricted share unit plan for the Company’s employees, directors and consultants (the “2009 Plan”). The Company has reserved 323,694,050 ordinary shares for issuance under the plan. The 2009 Plan was adopted by a resolution of the board of directors on November 17, 2009 and became effective for a term of ten years unless sooner terminated. The 2009 Plan was expired on November 16, 2019.

**2019 Restricted Share Unit Plan**

In October 2019, the Company adopted a 2019 restricted share unit plan (the “2019 Plan”) for the Company’s employees, directors and others. The 2019 Plan has a ten-year term and a maximum number of 322,458,300 ordinary shares available for issuance pursuant to all awards under the plan.

The Group recognizes share-based compensation cost related to RSUs in the consolidated statements of operations and comprehensive income based on awards ultimately expected to vest, after considering estimated forfeitures. Forfeitures are estimated based on the Group’s historical experience over the last five years and revised in subsequent periods if actual forfeitures differ from those estimates.

As of December 31, 2021, total unrecognized compensation cost related to unvested awards under the 2009 Plan and the 2019 Plan, adjusted for estimated forfeitures, was US\$416.7 million (RMB2,655.6 million) and is expected to be recognized through the remaining vesting period of each grant. As of December 31, 2021, the weighted average remaining vesting periods was 2.21 years.

**Restricted Share Unit Award Activities**

The following table presents a summary of the Company’s RSUs award activities for the years ended December 31, 2019, 2020 and 2021:

	Number of RSUs (in thousands)	Weighted average grant date fair value US\$
Outstanding at January 1, 2019	12,125	52.02
Granted	8,815	46.30
Vested	(5,910)	51.22
Forfeited	(955)	48.82
Outstanding at December 31, 2019	<u>14,075</u>	49.00
Outstanding at January 1, 2020	14,075	49.00
Granted	6,269	68.35
Vested	(5,832)	48.02
Forfeited	(416)	54.47
Outstanding at December 31, 2020	<u>14,096</u>	57.85
Outstanding at January 1, 2021	14,096	57.85
Granted	4,579	110.19
Vested	(5,067)	58.02
Forfeited	(612)	75.29
Outstanding at December 31, 2021	<u>12,996</u>	75.40

The aggregate intrinsic value of RSUs outstanding as of December 31, 2021 was US\$1,322.7 million. The intrinsic value was calculated based on the Company’s closing stock price of US\$101.78 per ADS as of December 31, 2021.

The Company's practice is to issue new shares or utilize treasury stock upon vesting of RSUs. The number of shares available for future grant under the Company's 2019 RSU Plan was 282,261,685 as of December 31, 2021.

**(b) Other Share Incentive Plan**

Certain of the Company's subsidiaries have adopted stock option plans, which allow the related subsidiaries to grant options to certain employees of the Group. The options expire in four to ten years from the date of grant and either vest or have a vesting commencement date upon certain conditions being met ("Vesting Commencement Date"). The award can become 100% vested on the Vesting Commencement Date, or vests in three, four or five substantially equal annual installments with the first installment vesting on the Vesting Commencement Date. But for certain share options granted with vesting conditions outside the Group's control, no expenses will be recorded until the occurrence of the vesting conditions when the Group determine that it is probable that the vesting conditions will be satisfied.

The Group has used the binomial model to estimate the fair value of the options granted. For the years ended December 31, 2019, 2020, and 2021, RMB56.2 million, RMB117.7 million and RMB528.2 million compensation expenses were recorded for the share options granted.

As of December 31, 2021, there were approximately RMB28.1 million unrecognized share-based compensation expenses related to share options for which the service condition had been met and are expected to be recognized when the vesting conditions are achieved.

**23. Net Income Per Share**

The following table sets forth the computation of basic and diluted net income per share for the years ended December 31, 2019, 2020 and 2021:

	For the year ended December 31,		
	2019	2020	2021
<b>Numerator (RMB in thousands):</b>			
Net income from continuing operations attributable to NetEase, Inc's shareholders	13,274,997	12,062,754	16,856,842
Net income from discontinued operations attributable to NetEase, Inc's shareholders	7,962,519	—	—
Net income attributable to NetEase, Inc.'s shareholders for basic/dilutive net income per share calculation	<u>21,237,516</u>	<u>12,062,754</u>	<u>16,856,842</u>
<b>Denominator (No. of shares in thousands):</b>			
Weighted average number of ordinary shares outstanding, basic	3,220,473	3,305,448	3,325,864
Dilutive effect of restricted share units	29,499	44,311	41,614
Weighted average number of ordinary shares outstanding, diluted	<u>3,249,972</u>	<u>3,349,759</u>	<u>3,367,478</u>
Net income per share from continuing operations attributable to NetEase, Inc's shareholders, basic (RMB)	4.12	3.65	5.07
Net income per share from discontinued operations attributable to NetEase, Inc's shareholders, basic (RMB)	2.47	—	—
<b>Net income per share, basic (RMB)</b>	<b>6.59</b>	<b>3.65</b>	<b>5.07</b>
Net income per share from continuing operations attributable to NetEase, Inc's shareholders, diluted (RMB)	4.08	3.60	5.01
Net income per share from discontinued operations attributable to NetEase, Inc's shareholders, diluted (RMB)	2.45	—	—
<b>Net income per share, diluted (RMB)</b>	<b>6.53</b>	<b>3.60</b>	<b>5.01</b>

Basic net income per share is computed using the weighted average number of the ordinary shares outstanding during the year. Diluted net income per share is computed using the weighted average number of ordinary shares and potential ordinary shares outstanding during the year. For the years ended December 31, 2019, 2020 and 2021, RSUs that were anti-dilutive and excluded from the calculation of diluted net income per share totaled approximately 11.4 million shares, 6.0 million shares and 6.7 million shares, respectively.

## 24. Commitments and Contingencies

### (a) Commitments

As of December 31, 2021, future minimum payment for server and bandwidth service fee commitments, capital commitments, royalties and other expenditures commitments related to licensed contents, including the royalties and minimum marketing expenditure commitment for the games licensed by Blizzard, as well as other commitments related to office machines and services purchases, were as follows (in thousands):

	Server and Bandwidth Service Fee Commitments	Capital Commitments	Royalties and Expenditure for Licensed Content Commitments	Office Machines and Other Commitments	Total
	RMB	RMB	RMB	RMB	RMB
2022	567,587	1,351,873	2,137,667	267,365	4,324,492
2023	443,086	974,206	1,410,615	41,017	2,868,924
2024	333,939	28,612	2,542	13,214	378,307
2025	131,968	75,151	242	178	207,539
Beyond 2025	153,778	—	859,154	—	1,012,932
	<u>1,630,358</u>	<u>2,429,842</u>	<u>4,410,220</u>	<u>321,774</u>	<u>8,792,194</u>

### (b) Litigation

#### Overview

From time to time, the Group is involved in claims and legal proceedings that arise in the ordinary course of business. Based on currently available information, management does not believe that the ultimate outcome of these unresolved matters, individually and in the aggregate, is reasonably possible to have a material adverse effect on the Group's financial position, results of operations or cash flows. However, litigation is subject to inherent uncertainties and the Group's view of these matters may change in the future. Were an unfavorable outcome to occur, there exists the possibility of a material adverse impact on the Group's financial position, results of operations or cash flows for the period in which the unfavorable outcome occurs, and potentially in future periods. The Group records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Group reviews the need for any such liability on a regular basis. The Group has not recorded any material liabilities in this regard as of December 31, 2020 and 2021.

#### Litigation

In April 2018, PUBG Corporation and PUBG Santa Monica, Inc. (collectively "PUBG"), filed a lawsuit against defendants NetEase, Inc., NetEase Information Technology Corp. and NetEase (Hong Kong) Limited in the U.S. District Court for the Northern District of California. PUBG subsequently dropped all claims against NetEase (Hong Kong) Limited, and added Hong Kong NetEase Interactive Entertainment Limited to the lawsuit. PUBG's complaint generally alleged that two of the Group's mobile games, Rules of Survival and Knives Out, infringed PUBG's copyrights and trade dress in their competing game, Player Unknown's Battlegrounds. On March 11, 2019, the Group entered into a settlement agreement with PUBG, and the lawsuit was dismissed. On October 15, 2019, PUBG filed a second lawsuit against the same NetEase defendants, also in the U.S. District Court for the Northern District of California, claiming the Group had allegedly breached the settlement agreement. On March 3, 2020, the court dismissed PUBG's new lawsuit, without prejudice, for lack of subject matter jurisdiction. On March 4, 2020, the Group initiated a declaratory judgment action against PUBG in the Superior Court of California for the County of San Mateo, requesting a declaration that the Group had not breached the settlement agreement. On March 13, 2020, PUBG filed a cross claim, realleging that the Group breached the settlement agreement. As of the date of this report, the litigation remains ongoing and the court has not yet set a trial date.

## 25. Dividends

### Quarterly Dividend Policy

Under the Company's current dividend policy, the determination to make dividend distributions and the amount of such distributions in any particular quarter will be made at the discretion of the Company's board of directors and will be based upon its operations and earnings, cash flow, financial condition, capital and other reserve requirements and surplus, any applicable contractual restrictions, the ability of the Company's PRC subsidiaries to make distributions to their offshore parent companies, and any other conditions or factors which the board deems relevant and having regard to the directors' fiduciary duties. Prior to the Company's current dividend policy, the Company's board of directors determined that quarterly dividends for each quarter in 2019, 2020 and 2021 at an amount equivalent to approximately 20%-30% of the Company's anticipated net income after tax in that fiscal quarter. The Company's board of directors also approved an additional special dividend of US\$0.69 per ADS in the third quarter of 2019.

Dividends are recognized when declared. There is no significant dividend payable as of December 31, 2020 and 2021, respectively. The cash dividend declared related to the net profits of fiscal year 2020 and fiscal year 2021 was RMB3,614.8 million and RMB4,931.0 million (US\$773.8 million) in total, respectively.

## 26. Share Repurchase Programs

The Company accounts for repurchased ordinary shares under the cost method and includes such treasury stock as a component of the common shareholders' equity. Cancellation of treasury stock is recorded as a reduction of ordinary shares, additional paid-in-capital and retained earnings, as applicable. An excess of purchase price over par value is allocated to additional paid-in-capital first with any remaining excess charged entirely to retained earnings. The Company may from time to time utilize treasury stock upon vesting of RSUs. The cost of treasury stock reissued is determined using the weighted average method and recorded as a reduction of additional paid-in-capital.

In November 2018, the Company announced that its board of directors approved a new share repurchase program of up to US\$1.0 billion of the Company's outstanding ADSs for a period not to exceed 12 months. Under the terms of this program, the Company may repurchase its issued and outstanding ADSs in open-market transactions on the NASDAQ Global Select Market. As of expiration date of the program, the Company has repurchased approximately 5,075 ADSs (equivalent to 25,375 ordinary shares) for approximately US\$0.2 million under this program.

In November 2019, the Company announced that its board of directors has approved a share purchase program of up to US\$20.0 million of Youdao's outstanding ADSs for a period not to exceed 12 months. Under the terms of this program, the Company may repurchase Youdao's ADSs in open-market transactions on the New York Stock Exchange. As of expiration date of the program, approximately 198,000 Youdao's ADSs had been purchased for approximately US\$3.4 million under this program.

In February 2020, the Company announced that its board of directors had approved a share repurchase program of up to US\$1.0 billion of the Company's outstanding ADSs for a period not to exceed 12 months. On May 19, 2020, the Company announced that its board of directors approved an amendment to its share repurchase program, authorizing the repurchase of up to an additional US\$1.0 billion of the Company's outstanding ADSs. Under the terms of this program, the Company may repurchase its issued and outstanding ADSs in open-market transactions on the NASDAQ Global Select Market. As of expiration date of the program, the Company has repurchased approximately 22.8 million ADSs (equivalent to 114.0 million ordinary shares) for approximately US\$1,820.1 million under this program.

In February 2021, the Company announced that its board of directors had approved a share repurchase program of up to US\$2.0 billion of the Company's outstanding ADSs and ordinary shares in open market transactions for a period not to exceed 24 months beginning on March 2, 2021. In August 2021, the Company announced that its board of directors had approved an amendment to such program to increase the total authorized repurchase amount to US\$3.0 billion. Under the terms of this program, the Company may repurchase its issued and outstanding ADSs in open-market transactions on the NASDAQ Global Select Market. As of December 31, 2021, the Company has repurchased approximately 18.5 million ADSs (equivalent to 92.4 million ordinary shares) for approximately US\$1,779.1 million under this program.

In August 2021, the Company announced that its board of directors had approved a share purchase program of up to US\$50.0 million of Youdao's outstanding ADSs for a period not to exceed 36 months beginning on September 2, 2021. Under the terms of this program, NetEase may purchase Youdao's ADSs in open-market transactions on the New York Stock Exchange. As of December 31, 2021, approximately 0.6 million ADSs had been purchased under this program for a total cost of US\$8.2 million.

## **27. Related Party Transactions**

The Group had no material transactions with related parties for the year ended December 31, 2019, 2020 and 2021, and no material related parties' balances as of December 31, 2020 and 2021.

## **28. Segment Information**

### **(a) Description of segments**

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker ("CODM"), or decision making group, in deciding how to allocate resources and in assessing performance. The Group's CODM is the Chief Executive Officer.

The Group's organizational structure is based on a number of factors that the CODM uses to evaluate, view and run its business operations which include, but are not limited to, customer base, homogeneity of products and technology. The Group's operating segments are based on this organizational structure and information reviewed by the Group's CODM to evaluate the operating segment results.

Effective in the fourth quarter of 2021, the Group changed its segment disclosure to separately report the results of Cloud Music. As a result, the Group now reports segments as online game services, Youdao, Cloud Music and innovative businesses and others. This change in segment reporting aligns with the manner in which the Group's CODM currently receives and uses financial information to allocate resources and evaluate the performance of reporting segments. This change in segment presentation does not affect consolidated balance sheets, consolidated statements of operations and comprehensive income or consolidated statements of cash flows. The Group retrospectively revised prior year segment information, to conform to current year presentation.

**(b) Segment data**

The table below provides a summary of the Group's operating segment results for the years ended December 31, 2019, 2020 and 2021. The Group does not allocate any operating costs or assets to its business segments as the Group's CODM does not use this information to measure the performance of the operating segments. There was no significant transaction between reportable segments for the years ended December 31, 2019, 2020 and 2021 (in thousands).

	For the year ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
<b>Net revenues:</b>			
Online game services	46,422,640	54,608,717	62,806,453
Youdao	1,304,883	3,167,515	5,354,357
Cloud Music	2,318,390	4,895,731	6,997,622
Innovative businesses and others	9,195,232	10,995,170	12,447,594
<b>Total net revenues</b>	<b>59,241,145</b>	<b>73,667,133</b>	<b>87,606,026</b>
<b>Cost of revenues:</b>			
Online game services	(16,974,234)	(19,847,846)	(22,101,116)
Youdao	(934,261)	(1,713,229)	(2,448,146)
Cloud Music	(3,375,104)	(5,491,066)	(6,854,948)
Innovative businesses and others	(6,402,246)	(7,631,590)	(9,231,015)
<b>Total cost of revenues</b>	<b>(27,685,845)</b>	<b>(34,683,731)</b>	<b>(40,635,225)</b>
<b>Gross profit:</b>			
Online game services	29,448,406	34,760,871	40,705,337
Youdao	370,622	1,454,286	2,906,211
Cloud Music	(1,056,714)	(595,335)	142,674
Innovative businesses and others	2,792,986	3,363,580	3,216,579
<b>Total gross profit</b>	<b>31,555,300</b>	<b>38,983,402</b>	<b>46,970,801</b>

The following table set forth the disaggregation of net revenues by timing of revenue recognition for the years ended December 31, 2019, 2020 and 2021:

	For the year ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
A point in time	12,162,904	15,911,575	19,581,668
Over time	47,078,241	57,755,558	68,024,358
<b>Total Net revenue</b>	<b>59,241,145</b>	<b>73,667,133</b>	<b>87,606,026</b>

The following table presents the total depreciation expenses of property and equipment by segment for the years ended December 31, 2019, 2020 and 2021:

	For the year ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Online game services	256,181	258,357	251,526
Youdao	6,076	7,239	9,330
Cloud Music	7,393	6,878	3,827
Innovative businesses and others	211,457	201,636	141,696
<b>Total depreciation expenses of property and equipment</b>	<b>481,107</b>	<b>474,110</b>	<b>406,379</b>

As substantially all of the Group's long-lived assets are located in the PRC and substantially all of the Group's revenue of reportable segments are derived from China based on the geographical locations where services and products are provided to customers, no geographical information is presented.

## 29. Financial Instruments

The following table sets forth the financial instruments, measured at fair value, by level within the fair value hierarchy as of December 31, 2020 (in thousands):

	Fair Value Measurements		
		(RMB) Quoted Prices in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
	<b>Total</b>		
Equity investments with readily determinable fair values	3,743,590	3,743,590	—
Short-term investments	13,273,026	—	13,273,026
<b>Total</b>	<b>17,016,616</b>	<b>3,743,590</b>	<b>13,273,026</b>

The following table sets forth the financial instruments, measured at fair value, by level within the fair value hierarchy as of December 31, 2021 (in thousands):

	Fair Value Measurements			
		(RMB) Quoted Prices in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	<b>Total</b>			
Equity investments with readily determinable fair values	5,886,911	5,886,911	—	—
Short-term investments	12,281,548	—	12,281,548	—
Investments accounted for at fair values	194,280	—	—	194,280
<b>Total</b>	<b>18,362,739</b>	<b>5,886,911</b>	<b>12,281,548</b>	<b>194,280</b>

The rates of interest under the loan agreements with the lending banks were determined based on the prevailing interest rates in the market. The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements of short-term bank loans. For other financial assets and liabilities with carrying values that approximate fair value, if measured at fair value in the financial statements, these financial instruments would be classified as Level 3 in the fair value hierarchy. As of December 31, 2020 and 2021, certain equity investments without determinable fair value (Note 11) were measured using significant unobservable inputs (Level 3) and written down from their respective carrying value to fair value, with impairment charges of RMB55.6 million and RMB19.2 million incurred and recorded in earnings for the years then ended.

## 30. Restricted Net Assets

Relevant PRC laws and regulations permit PRC companies to pay dividends only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Additionally, the Company's PRC subsidiaries and VIEs can only distribute dividends upon approval of the shareholders after they have met the PRC requirements for appropriation to the general reserve fund and the statutory surplus fund respectively. The general reserve fund and the statutory surplus fund require that annual appropriations of 10% of net after-tax income should be set aside prior to payment of any dividends. As a result of these and other restrictions under PRC laws and regulations, the PRC subsidiaries and VIEs are restricted in their ability to transfer a portion of their net assets to the Company either in the form of dividends, loans or advances, which restricted portion amounted to approximately RMB13.3 billion, or 13% of the Company's total consolidated net assets, as of December 31, 2021. Even though the Company currently does not require any such dividends, loans or advances from the PRC subsidiaries and VIEs for working capital and other funding purposes, the Company may in the future require additional cash resources from its PRC subsidiaries and VIEs due to changes in business conditions, to fund future acquisitions and developments, or merely declare and pay dividends to or distributions to the Company's shareholders.



## Description of Ordinary Shares

The following are summaries of material provisions of our currently effective memorandum and articles of association and the Cayman Islands Companies Act (As Revised), or the Companies Act, insofar as they relate to the material terms of our ordinary shares.

### *Rights, Preferences and Restrictions of Ordinary Shares*

*General.* All of our issued and outstanding shares are fully paid and non-assessable. Shares are issued in registered form. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares. Each ordinary share has US\$0.0001 par value.

*Dividends.* The holders of shares are entitled to such dividends as may be declared by our board of directors. Under Cayman Islands law, dividends may be declared and paid only out of funds legally available therefor, namely out of either profit or our share premium account, and provided further that a dividend may not be paid if this would result in our company being, immediately following such payment, unable to pay its debts as they fall due in the ordinary course of business.

*Voting Rights.* Each share is entitled to one vote on all matters upon which the shares are entitled to vote, including the election of directors. Voting at any meeting of shareholders is by show of hands unless a poll is demanded. A poll may be demanded by the chairman or any other shareholder present. A quorum required for a meeting of shareholders consists of one or more members holding shares which carry, in aggregate, not less than one third of the votes attaching to all issued and outstanding shares and entitled to vote, present at the meeting.

Any ordinary resolution to be made by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the shares cast in a general meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the shares. A special resolution is required for matters such as a change of our name. Holders of the shares may by ordinary resolution, among other things, elect directors, appoint auditors, and increase our share capital. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our company.

*Preemptive Rights.* Holders of our ordinary shares do not have preemptive rights.

*Liquidation.* On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of shares) assets available for distribution among the holders of shares shall be distributed among the holders of the shares pro rata. If the assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders proportionately.

*Calls on Shares and Forfeiture of Shares.* Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares in a notice served

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to such shareholders at least 14 days prior to the specified time or times of payment. The shares that have been called upon and remain unpaid are subject to forfeiture.

*Redemption, Repurchase and Surrender of Shares.* Subject to the provisions of the Companies Act and the memorandum and articles of association, we may issue shares on the terms that they are, or at our option or at the option of the holders are, subject to redemption on such terms and in such manner as we may determine by special resolution. Subject to the provisions of the Companies Act and the memorandum and articles of association, we may also repurchase any of our shares provided that the manner of such purchase has first been approved by ordinary resolution of our shareholders. 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 issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if 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 (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares outstanding, or (c) if we have commenced liquidation. In addition, we may accept the surrender of any fully paid share for no consideration.

#### ***Variations of Rights of Shares***

The rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied either with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

#### ***General Meetings of Shareholders***

The directors may whenever they think fit, and they shall on the requisition of our shareholders holding not less than one-tenth of our paid-up capital as at the date of the deposit of the requisition carries the right of voting at general meetings of our company, proceed to convene a general meeting of our company. If the directors do not within 21 days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three months after the expiration of such 21 days. Advanced notice of at least fourteen days is required for the convening of the annual general meeting and other shareholders meetings.

#### ***Limitations on the Right to Own Shares***

There are no limitations on the right to own our ordinary shares.

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### ***Limitations on Transfer of Shares***

There are no provisions in our memorandum or articles of association that would have an effect of delaying, deferring or preventing a change in control and that would operate only with respect to a merger, acquisition or corporate restructuring.

### ***Disclosure of Shareholder Ownership***

There are no provisions in our memorandum or articles of association that require our company to disclose shareholder ownership above any particular ownership threshold.

### ***Changes in Capital***

We may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital. We may by ordinary resolution:

- (a) consolidate and divide all or any of our share capital into shares of larger amount than our existing shares;
- (b) sub-divide our existing shares, or any of them into shares of smaller amount than is fixed by our memorandum of association or into shares without nominal or par value; and
- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

We may by special resolution reduce our share capital and any capital redemption reserve fund in any manner authorized by the Companies Act.

### ***Differences in Corporate Law***

The Companies Act is modeled after that of the English companies legislation but does not follow recent English law statutory enactments and accordingly there are significant differences between the Companies Act and the current Companies Act of England. In addition, the Companies Act differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of the significant differences between the provisions of the Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

*Mergers and Similar Arrangements.* The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) “merger” means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company and (b) a “consolidation” means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each

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constituent company must approve a written plan of merger or consolidation, or a Plan, which must then be authorized by each constituent company by way of (a) a special resolution of the shareholders of each such constituent company; and (b) such other authorization, if any, as may be specified in such constituent company's articles of association. The consent of each holder of a fixed or floating security interest of a Cayman Islands constituent company must be obtained, unless the Grand Court of the Cayman Islands waives such requirement. The Plan must be filed with the Registrar of Companies together with, among other documents, a director's declaration as to the solvency of the constituent company and of the consolidated or surviving company, a director's declaration of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the Grand Court of the Cayman Islands) if they follow the required procedures set out in the Companies Act, subject to certain exceptions. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement in question is approved by a majority in number of each class of shareholders or creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder would have the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it satisfies itself that:

- the statutory provisions as to majority vote have been complied with;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act.

The Companies Act contains a statutory power of compulsory acquisition which may facilitate the "squeeze out" of dissentient minority shareholders upon a tender offer. When a tender offer is made and accepted by holders of 90% of the affected shares within four months, the offeror may, within a two-month period after expiry of such four-month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed unless there is evidence of fraud, bad faith or collusion.

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If the arrangement and reconstruction by way of a scheme of arrangement is thus approved, or if a tender offer is made and accepted, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of United States corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

*Shareholders' Suits.* In principle, we will normally be the proper plaintiff and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, there are exceptions to the foregoing principle, including when: (a) a company acts or proposes to act illegally or ultra vires; (b) the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and (c) those who control the company are perpetrating a "fraud on the minority."

*Indemnification.* Cayman Islands law does not (other than as set forth hereafter) limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our articles of association provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such, except through their own willful neglect or default.

Insofar as indemnification or liability arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

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(Certain identified information has been excluded from this exhibit because it is both not material and is the type that the registrant treats as private or confidential)

Executive Version



US\$1,000,000,000  
Facilities Agreement

NetEase, Inc.  
網易股份有限公司

as Borrower

and

The persons listed in Schedule 1  
as MLABs

and

The persons listed in Schedule 1  
as Mandated Lead Arrangers

and

The persons listed in Schedule 1  
as Lead Arrangers

and

The persons listed in Schedule 1  
as Original Lenders

and

Standard Chartered Bank (Hong Kong) Limited  
as Agent

2 June 2021

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**BETWEEN:**

- (1) **NETEASE, INC. 網易股份有限公司**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 90896 whose registered office is at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands and registered under the laws of Hong Kong as a registered non-Hong Kong company (CR No. F27838) whose registered office is at 8/F, Chuang's Tower, 30-32 Connaught Road Central, Central, Hong Kong and listed on HKSE and NASDAQ (HKSE: 9999; NASDAQ: NTES) ("**Borrower**");
- (2) **THE FINANCIAL INSTITUTIONS** listed in Part 1 (The MLABs) of schedule 1 as mandated lead arrangers and bookrunner (whether acting individually or together, the "**MLAB**");
- (3) **THE FINANCIAL INSTITUTIONS** listed in Part 2 (The Mandated Lead Arrangers) of schedule 1 as mandated lead arrangers (whether acting individually or together, the "**Mandated Lead Arranger**");
- (4) **THE FINANCIAL INSTITUTIONS** listed in Part 3 (The Lead Arrangers) of schedule 1 as lead arrangers (whether acting individually or together, the "**Lead Arranger**", and together with the MLAB and Mandated Lead Arranger, the "**Arranger**");
- (5) **THE FINANCIAL INSTITUTIONS** listed in Part 4 (The Original Lenders) of schedule 1 as lenders ("**Original Lenders**"); and
- (6) **STANDARD CHARTERED BANK (HONG KONG) LIMITED**, a public company incorporated under the laws of Hong Kong with limited liability and having its registered office at 32/F, 4-4A Des Voeux Road, Central Hong Kong as agent of the Finance Parties (other than itself) ("**Agent**").

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

"**Administrative Party**" means each of the Agent and the Arrangers;

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"**Anti-Bribery and Corruption Laws**" means:

- (a) the FCPA;
- (b) the United Kingdom Bribery Act of 2010;
- (c) all laws, rules and regulations (concerning or relating to bribery or corruption) issued, administered or enforced by any of the United States of America, the United Kingdom, the European Union (or any member state thereof), Hong Kong, the PRC, Singapore, Canada, the Commonwealth of Australia, Republic of Korea or any Governmental Agency of any of the foregoing; and
- (d) all laws, rules and regulations (concerning or relating to bribery or corruption) issued, administered or enforced by any other country or jurisdiction applicable to any

member of the Group from time to time or any other Governmental Agency having jurisdiction over any member of the Group from time to time;

**“Anti-Money Laundering Laws”** means all applicable financial recordkeeping and reporting requirements and all applicable anti-money laundering statutes, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any of the United States, the United Kingdom, the European Union, the Cayman Islands, Hong Kong, the PRC, Singapore, Canada, Republic of Korea and the Commonwealth of Australia, and any other governmental agency having jurisdiction over the Borrower or any of its other Subsidiaries from time to time;

**“Anti-Terrorism Laws”** means any Executive Order, the U.S.A. Patriot Act, the Money Laundering Control Act of 1986, Public Law 99-570, the Currency and Foreign Transactions Reporting Act, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. §§ 1 et seq., the US United Nations Participation Act, the US Syria Accountability and Lebanese Sovereignty Act, the US Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, Section 1245 of the National Defense Authorisation Act of 2012, any other regulation issued under authority of any Executive Order or administered by OFAC, the Prevention of Terrorism Act 2005 of the United Kingdom, any sanction implemented or effective in the United Kingdom under the United Nations Act 1946 or the Emergency Laws (Re-enactments and Repeals) Act 1964 or the Anti-Terrorism, Crime and Security Act 2001 of the United Kingdom or under the Treaty establishing the European Community, and any similar law, regulations and/or sanctions enacted, issued and/or administered by any of the United Nations, the United States, the United Kingdom, the European Union, the Cayman Islands, Hong Kong, the PRC, Singapore, Canada, Republic of Korea and the Commonwealth of Australia;

**“APLMA”** means the Asia Pacific Loan Market Association Limited;

**“Assignment Agreement”** means an agreement substantially in the form set out in schedule 5 (Form of Assignment Agreement) or any other form agreed between the relevant assignor, assignee, the Agent and the Borrower (acting reasonably);

**“Authorisation”** means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action;

**“Availability Period”** means:

- (a) in relation to Facility A, the period from and including the date of this agreement to and including the date falling four (4) months from the date of this agreement; and
- (b) in relation to Facility B, the period from and including the date of this agreement to and including the date falling 59 months from the date of this agreement;

**“Available Commitment”** means, in relation to a Facility, a Lender’s Commitment under that Facility minus:

- (a) the aggregate amount of its participation in any outstanding Loans under that Facility; and

- (b) in relation to any proposed Utilisation, the aggregate amount of its participation in any Loans under that Facility that are due to be made on or before the proposed Utilisation Date.

For the avoidance of doubt, any amount of Facility B Loans that is prepaid and become available for reborrowing constitute Available Commitment for Facility B;

**“Available Facility”** means, in relation to a Facility, the aggregate for the time being of each Lender’s Available Commitment in respect of that Facility;

**“Borrowings”** has the meaning given to it in clause 19.1 (Financial definitions);

**“Break Costs”** means the amount (if any) by which:

- (a) the interest (excluding any portion thereof attributable to the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period;

**“Business Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business:

- (a) in relation to any date relating to the payment or purchase of currency, in New York and Hong Kong; and  
(b) in relation to any date relating to any matter other than as specified in paragraph (a) above, in Hong Kong and the PRC;

**“Code”** means the US Internal Revenue Code of 1986 as amended;

**“Commitment”** means a Facility A Commitment or Facility B Commitment;

**“Compliance Certificate”** means a certificate delivered pursuant to clause 18.2 (Compliance Certificate) and signed by an authorised signatory of the Borrower substantially in the form set out in schedule 6 (Form of Compliance Certificate) or any other form agreed between the Agent and the Borrower;

**“Confidential Information”** means all information relating to the Borrower, the Group, the Finance Documents or a Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or a Facility from either:

- (a) any member of the Group or any of its advisers; or  
(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
  - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 33 (Confidential Information); or
  - (B) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
  - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or paragraph (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate or Reference Bank Rate;

**“Confidentiality Undertaking”** means a confidentiality undertaking substantially in a recommended form of the APLMA or in any other form agreed between the Borrower and the Agent;

**“Consolidated EBITDA”** has the meaning given to it in clause 19.1 (Financial definitions);

**“Consolidated Net Worth”** has the meaning given to it in clause 19.1 (Financial definitions);

**“Consolidated Total Debt”** has the meaning given to it in clause 19.1 (Financial definitions);

**“Debt Purchase Transaction”** means, in relation to a person, a transaction where such person:

- (a) purchases or acquires by way of assignment or transfer any rights and/or obligations in respect of;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or any amount outstanding under any Finance Document;

**“Default”** means an Event of Default or an event or circumstance specified in clause 21 (Events of Default) which would (with the expiry of a grace period, the giving of notice or any combination of any of the foregoing) be an Event of Default;

**“Defaulting Lender”** means any Lender:

- (a) which has failed to make its participation in a Loan available or has notified the Agent that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with clause 5.4 (Lenders’ Participation);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing, unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event; andin each case, payment is made within five (5) Business Days of its due date; or
- (ii) the Lender is disputing in good faith, whether it is contractually obliged to make the payment in question;

**“Disruption Event”** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
  - (i) from performing its payment obligations under the Finance Documents; or
  - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted;

**“Effective Date”** means the date on which the Agent has received the document set out in paragraph 3(e) of schedule 2 (Conditions Precedent) in form and substance satisfactory to the Agent (acting on the instructions of the Majority Lenders acting reasonably);

**“Equity Interest”** means, in relation to any person:

- (a) any shares of any class or capital stock of or equity interest (including partnership or membership interest) in such person or any depositary receipt in respect of any such shares, capital stock or equity interest;
- (b) any securities convertible or exchangeable (whether at the option of the holder thereof or otherwise and whether such conversion is conditional or otherwise) into any such shares, capital stock, equity interest or depositary receipt, or any depositary receipt in respect of any such securities; or
- (c) any option, warrant or other right to acquire any such shares, capital stock, equity interest, securities or depositary receipts referred to in paragraphs (a) and/or (b);

**“Event of Default”** means any event or circumstance specified as such in clause 21 (Events of Default) (other than clause 21.14 (Acceleration));

**“Executive Orders”** means:

- (a) the US Executive Order No. 13224 on Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, which came into effect on 23 September 2001, as amended;

- (b) the US Executive Order No. 13590 of 21 November 2011 authorising the imposition of certain sanctions with respect to the provision of goods, services, technology or support for Iran's energy and petrochemical sectors;
  - (c) any other US Executive Order issued and in effect in connection with restrictions on the export of goods or economic or trade sanctions,
- (each an "Executive Order");

**"Existing Financial Indebtedness"** means the existing financial indebtedness incurred by the Borrower under the Existing Facility Agreement;

**"Existing Facility Agreement"** means the US\$500,000,000 syndicated facility agreement dated 9 August 2018 between, among others, Citicorp International Limited as agent and the Borrower as borrower (as amended, supplemented and restated from time to time);

**"Facility"** means Facility A or Facility B;

**"Facility A"** means the term loan facility made available under this agreement as described in clause 2 (The Facilities);

**"Facility A Commitment"** means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading **"Facility A Commitment"** in Part 4 (The Original Lenders) of schedule 1 (The Original Parties) and the amount of any other Facility A Commitment transferred to it under this agreement or assumed by it in accordance with clause 2.2 (Increase); and
- (b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under this agreement or assumed by it in accordance with clause 2.2 (Increase),

to the extent not cancelled, reduced or transferred by it under this agreement;

**"Facility A Loan"** means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan;

**"Facility B"** means the loan facility made available under this agreement as described in clause 2 (The Facilities);

**"Facility B Commitment"** means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading **"Facility B Commitment"** in Part 4 (The Original Lenders) of schedule 1 (The Original Parties) and the amount of any other Facility B Commitment transferred to it under this agreement or assumed by it in accordance with clause 2.2 (Increase); and
- (b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under this agreement or assumed by it in accordance with clause 2.2 (Increase),

to the extent not cancelled, reduced or transferred by it under this agreement;

**"Facility B Loan"** means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan;

**"Facility Office"** means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five

Business Days' written notice) as the office or offices through which it will perform its obligations under this agreement;

**"FATCA"** means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction;

**"FATCA Application Date"** means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA;

**"FATCA Deduction"** means a deduction or withholding from a payment under a Finance Document required by FATCA;

**"FATCA Exempt Party"** means a Party that is entitled to receive payments free from any FATCA Deduction;

**"FCPA"** means the United States Foreign Corrupt Practices Act 1977, as amended, and the rules and regulations thereunder;

**"Fee Letter"** means any letter or letters referring to this agreement or the Facilities between one or more Administrative Parties and the Borrower setting out any of the fees referred to in clause 11 (Fees);

**"Final Repayment Date"** means the date falling 60 months from the date of this agreement, provided such date is not a Business Day, the Final Repayment Date shall be the immediately preceding Business Day;

**"Finance Document"** means this agreement, the Fee Letters, any Utilisation Request, any Compliance Certificate and any other document designated as such by the Agent and the Borrower;

**"Finance Party"** means the Agent, an Arranger or a Lender;

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) any moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any bond, note, debenture, loan stock or any similar instrument;

- (d) the amount of any liability in respect of any finance lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity or similar assurance against financial loss for any of the items referred to in paragraphs (a) to (h) above;

“**Financial Quarter**” means the period commencing on the day after one Quarter Date and ending on the next Quarter Date;

“**Financial Year**” means the period from 1 January of any given year to 31 December of that same year;

“**Funding Rate**” means any individual rate notified by a Lender to the Agent pursuant to clause 10.4(a)(ii) (Cost of funds);

“**GAAP**” means generally accepted accounting principles in the United States of America or Hong Kong Special Administrative Region;

“**Governmental Agency**” means any government or any governmental agency, semi-governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute);

“**Group**” means the Borrower and its Subsidiaries from time to time;

“**HKSE**” means The Stock Exchange of Hong Kong Limited;

“**Holding Company**” means, in relation to a person, any other person in respect of which it is a Subsidiary;

“**Impaired Agent**” means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b)(b) of the definition of “**Defaulting Lender**”; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent; unless, in the case of paragraph (a) above:
  - (i) its failure to pay is caused by:
    - (A) administrative or technical error; or



(B) a Disruption Event; and

such payment is made within five Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question;

**“Increase Confirmation”** means a confirmation substantially in the form set out in schedule 7 schedule 8 schedule 8 (Form of Increase Confirmation) or in any other form agreed between the Agent and the Borrower;

**“Indirect Tax”** means any goods and services tax, consumption tax, value added tax or any tax of a similar nature;

**“Insolvency Event”** in relation to an entity, means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
  - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
  - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);
- (h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

- (i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or
- (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

**“Interest Period”** means:

- (a) in relation to a Loan, each period determined in accordance with clause 9 (Interest Periods); and
- (b) in relation to an Unpaid Sum, each period determined in accordance with clause 8.3 (Default interest);

**“Interpolated Screen Rate”** means, in relation to any Loan, the rate (rounded upwards to four decimal places) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of the Specified Time on the Quotation Day for the currency of that Loan;

**“Latest Consolidated Balance Sheet”** has the meaning given to it in clause 19.1 (Financial definitions);

**“Legal Reservations”** means:

- (a) the principle that certain (including equitable) remedies may be granted or refused at the discretion of a court, the principle of reasonableness and fairness where implied by law and the limitation of enforcement by laws relating to bankruptcy, insolvency, reorganisation, court schemes, administration, moratoria and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable statutes of limitation (or equivalent legislation), the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of acquiescence, set off or counterclaim;
- (c) similar principles, rights and defences in respect of the enforceability of a contract, agreement or undertaking under the laws of any relevant jurisdiction;
- (d) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;
- (e) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant; and
- (f) any other matters which are set out as qualifications or reservations as to matters of law of general application and which are set out in the legal opinions required to be delivered under this agreement (as if references therein to any document to which such legal opinions apply were references to any document to which any representation or warranty under any Finance Document (which is qualified by the Legal Reservations) relates);

**“Lender”** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 2.2 (Increase) or clause 22 (Changes to the Parties),

which in each case has not ceased to be a Party in accordance with the terms of this agreement;

“**Leverage**” has the meaning given to it in clause 19.1 (Financial definitions);

“**LIBOR**” means, in relation to any Loan:

- (a) the applicable Screen Rate as of the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to clause 10.1 (Unavailability of Screen Rate),

and if, in either case, that rate is less than zero, LIBOR shall be deemed to be zero;

“**Loan**” means a loan made or to be made under a Facility or the principal amount outstanding for the time being of that loan;

“**London Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business, including dealings in interbank deposits in London;

“**Majority Lenders**” means a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent. of the Total Commitments immediately prior to the reduction);

“**Margin**” means 0.85 per cent. per annum;

“**Material Adverse Effect**” means a material adverse effect on:

- (a) the business or financial condition of the Group (taken as a whole);
- (b) the ability of the Borrower to perform its payment obligations under any Finance Document; or
- (c) the validity, legality or enforceability of any Finance Document, or the rights or remedies of any Finance Party under, any Finance Document;

“**Material Subsidiary**” means, at any time, any Subsidiary of the Borrower which has total assets or revenue (excluding intra-group items) representing 10 per cent. or more of the total assets or revenue of the Group, calculated on a consolidated basis by reference to the most recent audited accounts of the Group;

“**Month**” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

“**NASDAQ**” means the Nasdaq Global Select Market;

“**NDRC**” means the National Development and Reform Commission of the PRC (including its successors) and its local counterparts;

“**NDRC Circular 2044**” means the Circular on Promoting the Reform of the Filing and Registration Regime for Issuance of Foreign Debt by Enterprises (《国家发展改革委关于推进企业发行外债备案登记制度改革的通知》发改外资[2015]2044号) issued by the NDRC on 14 September 2015 and its implementation rules and interpretations;

“**New Lender**” has the meaning given to that term in clause 22 (Changes to Parties);

“**Non-Consenting Lender**” has the meaning given to that term in clause 7.6(g);

“**OFAC**” means the Office of Foreign Assets Control of the US Department of the Treasury (or any successor thereto);

“**Original Financial Statements**” means the audited consolidated financial statements of the Group for the financial year ended 31 December 2020;

“**Party**” means a party to this agreement;

“**PRC**” means the People’s Republic of China (for the purposes of this agreement only, does not include Hong Kong Special Administrative Region, the Special Administrative Region of Macau and Taiwan);

“**PRC Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in the PRC;

“**Quarter Dates**” means each of 31 March, 30 June, 30 September and 31 December;

“**Quotation Day**” means:

- (a) in relation to any period for which an interest rate is to be determined, two London Business Days before the first day of that period, (unless market practice differs in the Relevant Market in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)); or
- (b) in relation to any Interest Period the duration of which is selected by the Agent pursuant to clause 8.3 (Default interest), such date as may be determined by the Agent (acting reasonably);

“**Recognised Stock Exchange**” shall mean any of the NASDAQ, HKSE or any other stock exchange agreed by the Borrower and the Agent (acting on the instructions of the Majority Lenders);

“**Reference Bank Rate**” means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank could borrow funds in the London interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant currency and period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator;

“**Reference Banks**” means the bank(s) as may be appointed by the Agent after consultation with the Borrower;

“**Related Fund**”, in relation to a fund (the “**first fund**”), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund;

“**Relevant Market**” means the London interbank market;

“**Relevant Nominating Body**” means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board;

“**Relevant Periods**” has the meaning given to it in clause 19.1 (Financial definitions);

“**Repeating Representations**” means each of the representations and warranties set out in clauses 17.1 (Status) to 17.6 (Governing law and enforcement) (inclusive), clause 17.9(b) (No default), clauses 17.11(a) and 17.11(b) (Financial statements), clause 17.13 (No proceedings pending or threatened), clause 17.14 (Authorised Signatures) and clause 17.15 (Sanctions, anti-terrorism, anti-money laundering and anti-corruption);

“**Replacement Benchmark**” means a benchmark rate which is:

- (a) formally designated, nominated or recommended as the replacement for the Screen Rate by:
  - (i) the administrator of the Screen Rate; or
  - (ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the “**Replacement Benchmark**” will be the replacement under paragraph (ii) above;

- (b) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or
- (c) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to the Screen Rate;

“**Representative**” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian;

“**Restricted Party**” means a person:

- (a) that is listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List;
- (b) that is located in or incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of any Sanctioned Jurisdiction; or
- (c) that is otherwise a target of Sanctions signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities;

**“Sanctioned Jurisdiction”** means, at any time, any country or territory that is the target of countrywide or territory-wide Sanctions at that time (being, as at the date of this agreement, Cuba, Iran, North Korea, Syria and the Crimea region);

**“Sanctions”** means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by:

- (a) the European Union;
- (b) the United Kingdom;
- (c) the United Nations;
- (d) the US;
- (e) Hong Kong;
- (f) the PRC;
- (g) Singapore;
- (h) Canada;
- (i) the Commonwealth of Australia;
- (j) the French Republic;
- (k) Republic of Korea; and/or
- (l) the Sanctions Authorities.

**“Sanctions Authorities”** means the governmental institutions and agencies of any of the countries listed in the definition of “Sanctions” under this agreement, including OFAC, the United Nations Security Council, the United States Department of State, the United States Department of the Treasury, the United States Department of Commerce, the European Union, Her Majesty’s Treasury (**HMT**), the Hong Kong Monetary Authority and any other applicable sanctions authority;

**“Sanctions List”** means the “Specially Designated Nationals and Blocked Persons” list maintained by OFAC and the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or any public announcement of Sanctions designation made by, any of the Sanctions Authorities;

**“Screen Rate”** means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed (before any correction, recalculation or republication by the administrator) on page LIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate

“**Screen Rate Replacement Event**” means, in relation to a Screen Rate:

- (a) the methodology, formula or other means of determining that Screen Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;
- (b)
  - (i)
    - (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
    - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;
  - (ii) the administrator of that Screen Rate publicly announces that it has ceased or will cease to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;
  - (iii) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or
  - (iv) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used; or
  - (v) in the case of a Screen Rate for LIBOR, the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:
    - (A) stating that that Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and
    - (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication;
- (c) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
  - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or
  - (ii) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than one (1) Month; or

(d) in the opinion of the Majority Lenders and the Borrower, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this agreement.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

“**Selection Notice**” means a notice substantially in the form set out in Part II of schedule 3;

“**Specified Time**” means a day or time determined in accordance with schedule 7 (Timetables);

“**Subsidiary**” means, in relation to any company or corporation, association or other entity:

- (a) which is controlled, directly or indirectly, by the first mentioned company, corporation or entity;
- (b) more than half the issued equity share capital, registered capital or equity interest of which is beneficially owned, directly or indirectly, by the first mentioned company, corporation or entity;
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company, corporation or entity; or
- (d) the financial condition or results of operation of which are or are required under GAAP to be consolidated for the purposes of the consolidated financial statements of the first mentioned company, corporation or entity,

and, for this purpose, a company, corporation or entity shall be treated as being controlled by another if that other company, corporation or entity is able to direct its affairs and/or to control the majority of the composition of its board of directors or equivalent body.

“**Super Majority Lenders**” means a Lender or Lenders whose Commitments aggregate 80 per cent. or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregate 80 per cent. or more of the Total Commitments immediately prior to the reduction of the Total Commitments to zero);

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

“**Tax Deduction**” has the meaning given to such term in clause 12.1 (Tax definitions);

“**Total Commitments**” means the aggregate of the Total Facility A Commitments and the Total Facility B Commitments, being US\$1,000,000,000 at the date of this agreement;

“**Total Facility A Commitments**” means the aggregate of the Facility A Commitments, being US\$500,000,000 at the date of this agreement;

“**Total Facility B Commitments**” means the aggregate of the Facility B Commitments, being US\$500,000,000 at the date of this agreement;

“**Transfer Certificate**” means a certificate substantially in the form set out in schedule 4 (Form of Transfer Certificate) or any other form agreed between the Agent and the Borrower;

“**Transfer Date**” means in respect of an assignment or a transfer pursuant to an Assignment Agreement or Transfer Certificate, the later of:



- (a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
- (b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate;

“**Unpaid Sum**” means any sum due and payable but unpaid by the Borrower under any or all of the Finance Documents;

“**US and United States**” means the United States of America, its territories, possessions and other areas subject to the jurisdiction of the United States of America;

“**US Bankruptcy Code**” means Title 11 of the United States Code, 11 USC. 101 et seq., entitled “**Bankruptcy**”;

“**U.S.A. Patriot Act**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56;

“**US Tax Obligor**” means the Borrower if:

- (a) it is resident for tax purposes in the US; or
- (b) its payments under the Finance Documents are from sources within the US for US federal income tax purposes;

“**Utilisation**” means a utilisation of a Facility;

“**Utilisation Date**” means the date of a Utilisation, being the date on which the relevant Loan is made or to be made;

“**Utilisation Request**” means a notice substantially in the form set out in Part I of schedule 3; and

“**Voting Participation**” means a participation or sub-participation in relation to, or any other transaction under which payment is to be made or may be made by reference to, one or more Finance Documents, a Facility and/or the Borrower which includes a transfer of any voting rights under, or in relation to, the Finance Documents (including, for the avoidance of doubt, arising as a result of being able to direct the way that another person exercises its voting rights).

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in this agreement to:
  - (i) any “**Administrative Party**”, the “**Agent**”, any “**Arranger**”, any “**Finance Party**”, any “**Lender**”, or any “**Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
  - (ii) “**assets**” includes present and future properties, revenues and rights of every description;
  - (iii) “**disposal**” includes any sale, lease, transfer, conveyance, assignment and other disposal of any asset or any interest therein (including any other transaction or arrangement pursuant to which the economic benefit of or beneficial interest in such asset is lost or diluted) and “**dispose**” shall be construed accordingly;

- (iv) a **“Finance Document”** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (v) **“guarantee”** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
  - (vi) **“including”** shall be construed as “including without limitation” (and cognate expressions shall be construed similarly);
  - (vii) a **“group of Lenders”** includes all the Lenders;
  - (viii) **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (ix) a Lender’s **“participation”** in a Loan or Unpaid Sum includes an amount (in the currency of such Loan or Unpaid Sum) representing the fraction or portion (attributable to such Lender by virtue of the provisions of this agreement) of the total amount of such Loan or Unpaid Sum and the Lender’s rights under the Finance Documents in respect thereof;
  - (x) a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
  - (xi) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, being of a type with which any person to whom it applies is accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (xii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and
  - (xiii) a time of day is a reference to Hong Kong time.
  - (b) The determination of the extent to which a rate is for a **“period equal in length”** to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this agreement.
  - (c) Clause and Schedule headings are for ease of reference only.
  - (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this agreement.
  - (e) A Default or an Event of Default is **“continuing”** if it has not been remedied or waived.
  - (f) For the purposes of clause 17 (Representations), 20 (General Undertakings), 21 (Events of Default), (but not, for the avoidance of doubt, clause 21.1 (Non-payment) or clause 21.2 (Financial Covenants) or any breach thereof), a reference to an amount (or its equivalent in another currency or currencies) shall be determined by
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reference to the rate of exchange as at the date of the relevant member of the Group incurring, committing to or making the relevant disposal, acquisition, investment, lease, loan, debt or guarantee or other relevant action. No breach, Default or Event of Default shall arise merely as a result of a subsequent change in the base currency equivalent of any relevant amount due to fluctuations in exchange rates.

- (g) Where this agreement specifies an amount in a given currency (the “**specified currency**”) or its “**equivalent**”, the “**equivalent**” is a reference to the amount of any other currency which, when converted into the specified currency utilising the Agent’s spot rate of exchange for the purchase of the specified currency with that other currency at or about 11 a.m. on the relevant date, is equal to the relevant amount in the specified currency.

### 1.3 **Currency symbols and definitions**

- (a) “**US\$**” and “**US dollars**” denote the lawful currency of the United States of America.
- (b) “**RMB**” denote lawful currency of the PRC.

### 1.4 **Personal Liability**

No personal liability shall attach to any director, officer, employee or other individual signing a certificate or other document on behalf of a member of the Group which proves to be incorrect in any way, unless that individual acted fraudulently in giving that certificate or other document in which case any liability will be determined in accordance with applicable law and each such certificate shall contain a statement to this effect.

### 1.5 **Third party rights**

- (a) A person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the “**Third Parties Ordinance**”) to enforce or to enjoy the benefit of any term of this agreement.
- (b) Notwithstanding any term of any Finance Document (including paragraph (a) above), the consent of any person who is not a Party is not required to rescind, vary or waive any provision of this agreement at any time.

### 1.6 **Effective Date**

- (a) Notwithstanding anything to the contrary in this agreement and subject to paragraph (b) below, the Parties agree that, with effect from (and including) the Effective Date, they shall have the rights and take on the obligations ascribed to them under this agreement.
- (b) In the event that the Effective Date does not occur by the date falling three (3) months and three (3) weeks from the date of this agreement (the “**Termination Date**”), this agreement shall automatically terminate in its entirety on the Termination Date except such termination shall not relieve any party from any liability hereunder for any misrepresentation or for the breach of any warranty, agreement or obligation hereunder.

## 2. **THE FACILITIES**

### 2.1 **The Facilities**

Subject to the terms of this agreement, the Lenders make available to the Borrower:

- (a) a US dollar term loan facility in an aggregate amount equal to the Total Facility A Commitments

- (b) a US dollar loan facility in an aggregate amount equal to the Total Facility B Commitments.

## 2.2 Increase

- (a) The Borrower may by giving prior notice to the Agent by no later than the date falling 20 Business Days after the effective date of a cancellation of the Commitments of a Lender (“**Cancelled Lender**”) in accordance with clause 7.1 (Illegality) or clause 7.6(a) (Right of prepayment and cancellation in relation to a single lender) request that the Commitments relating to any Facility shall be so increased (and the Commitments relating to that Facility shall be so increased) in an aggregate amount of up to the amount of the Commitment relating to that Facility so cancelled as follows:
- (i) the increased Commitments will be assumed by one or more Lenders or other banks, or financial institutions, trusts, funds or other entities (each an “**Increase Lender**”) selected by the Borrower (each of which complies with the requirements of clause 22.1 (Assignments and transfers by the Lenders) and each of which confirms its willingness to assume (the “**Assumed Commitment**”) of such Increase Lender) and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender with such Assumed Commitment;
  - (ii) each of the Borrower and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Borrower and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;
  - (iii) each Increase Lender which is not already a Lender shall become a Party as a “**Lender**” and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;
  - (iv) the Commitments of the other Lenders shall continue in full force and effect; and
  - (v) any increase in the Commitments relating to a Facility shall take effect on the date specified by the Borrower in the notice referred to above or any later date on which the conditions set out in paragraph (b) below are satisfied.
- (b) An increase in the Commitments relating to a Facility pursuant to paragraph (a) will only be effective on:
- (i) the execution by the Agent of an Increase Confirmation from the relevant Increase Lender; and
  - (ii) in relation to an Increase Lender which is not a Lender immediately prior to the relevant increase in Commitments relating to a Facility, the Agent being satisfied that it has completed all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender, the completion of which the Agent shall promptly notify to the Borrower and the Increase Lender.

- (c) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this agreement on or prior to the date on which the increase in Commitments becomes effective and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.
- (d) The Borrower shall promptly on demand pay the Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with any increase in Commitments under this clause 2.2.
- (e) An Increase Lender shall, on the date upon which the assumption of any Assumed Commitment takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under clause 22.3 (Assignment or transfer fee) if such increase in Commitment were a transfer of such Assumed Commitment to such Increase Lender pursuant to clause 22.5 (Procedure for transfer) and if such Increase Lender were a New Lender.
- (f) The Borrower may pay to the Increase Lender a fee in the amount and at the times agreed between the Borrower and the Increase Lender in a Fee Letter.
- (g) Neither the Agent nor any Lender shall have any obligation to find an Increase Lender and in no event shall any Lender whose Commitment is assumed or replaced by an Increase Lender be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents.
- (h) Clause 22.4 (Limitation of Responsibility of Existing Lenders) shall apply mutatis mutandis in this clause 2.2 (Increase) in relation to an Increase Lender as if references in that clause 22.4 (Limitation of Responsibility of Existing Lenders) to:
  - (i) an “**Existing Lender**” were references to all the Lenders immediately prior to the relevant increase in Commitments or the assumption of any Assumed Commitment by such Increase Lender;
  - (ii) the “**New Lender**” were references to that “**Increase Lender**”; and
  - (iii) a “**re-transfer**” and “**re-assignment**” were references to respectively a “**transfer**” and “**assignment**”.

### 2.3 **Finance Parties’ rights and obligations**

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from the Borrower is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by the Borrower which relates to a Finance Party’s participation in a Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by the Borrower.

- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents. Each Finance Party shall be entitled to separately enforce its rights under the Finance Documents against the Borrower to recover any amount that is due and payable to it under any Finance Document (or to recover its share of any amount that is due and payable under any Finance Document) without the consent of any other Party; and nothing shall prejudice the rights of a Finance Party from separately enforcing its rights in relation to any debt arising under any Finance Document owing to it (or its share of any debt arising under a Finance Document), which debt is due and payable.

### 3. **PURPOSE**

#### 3.1 **Purpose**

The Borrower shall apply all amounts borrowed by it under the Facilities towards financing the general working capital of the Borrower and its Subsidiaries, including but not limited to repayment of the Existing Financial Indebtedness under the Existing Facility Agreement.

#### 3.2 **Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this agreement.

### 4. **CONDITIONS OF UTILISATION**

#### 4.1 **Initial conditions precedent**

- (a) The Borrower may not deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in schedule 2 (Conditions Precedent) in form and substance satisfactory to the Agent (acting on the instructions of the Majority Lenders acting reasonably). The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

#### 4.2 **Further conditions precedent**

The Lenders will only be obliged to comply with clause 5.4 (Lenders' participation) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan; and
- (b) the Repeating Representations to be made by the Borrower are true in all material respects.

#### 4.3 **Maximum number of Loans**

- (a) The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation:
  - (i) 10 or more Facility A Loans would be outstanding; or
  - (ii) 10 or more Facility B Loans would be outstanding.

- (b) The Borrower may not request that a Loan be divided if as a result of such division, 10 or more Loans under that Facility would be outstanding.

## 5. UTILISATION

### 5.1 Delivery of a Utilisation Request

The Borrower may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request via email to loansAgency.HK@sc.com (or any email address to be designated by the Agent) not later than the Specified Time.

### 5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) it identifies the Facility to be utilised;
  - (ii) the proposed Utilisation Date is a Business Day within the Availability Period applicable to that Facility;
  - (iii) the currency and amount of the Utilisation comply with clause 5.3 (Currency and amount); and
  - (iv) the proposed first Interest Period complies with clause 9 (Interest Periods).
- (b) Only one Loan may be requested in each Utilisation Request.

### 5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be in US dollars.
- (b) The amount of the proposed Loan must be an amount which is (i) a minimum of US\$50,000,000 and an integral multiple of US\$10,000,000, or (ii) if less, the Available Facility.

### 5.4 Lenders' participation

- (a) If the conditions set out in this agreement have been met, and subject to clause 6.2 (Repayment of Facility B Loans), each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
- (c) The Agent shall notify each Lender of the amount of each Loan, the amount of its participation in that Loan and, in the case of a Facility B Loan and if different, the amount of that participation to be made available in accordance with clause 26.1 (Payments to the Agent), in each case by the Specified Time.

### 5.5 Cancellation of Available Facility

- (a) The Facility A Commitments which, at that time, are unutilised shall be immediately cancelled at 5.00 pm on the last day of the Availability Period for Facility A.
- (b) The Facility B Commitments which, at that time, are unutilised shall be immediately cancelled at 5.00 pm on the last day of the Availability Period for Facility B.

6. **REPAYMENT**

6.1 **Repayment of Facility A Loans**

- (a) The Borrower shall repay in full all amounts outstanding under the Facility A on the Final Repayment Date.
- (b) The Borrower may not reborrow any part of Facility A which is prepaid.

6.2 **Repayment of Facility B Loans**

- (a) The Borrower shall repay in full all amounts outstanding under each Facility B Loan on the Final Repayment Date.
- (b) The Borrower may reborrow any part of Facility B which is prepaid in accordance with clause 7.5 (Voluntary prepayment of Facility B Loans).

7. **PREPAYMENT AND CANCELLATION**

7.1 **Illegality**

If, at any time, it is or will become unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by this agreement or to fund or maintain its participation in any Loan or any part thereof or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event and the Agent shall promptly notify the Borrower upon receipt of such notification from that Lender;
- (b) upon the Agent notifying the Borrower, each Available Commitment of that Lender will be immediately cancelled to the extent necessary to comply with applicable law; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to clause 7.6(d) (Right of prepayment and cancellation in relation to a single Lender), the Borrower shall prepay that Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be cancelled in the amount of the participations prepaid.

7.2 **Change of Control**

- (a) If a Change of Control occurs:
  - (i) the Borrower shall promptly notify the Agent upon becoming aware of that event;
  - (ii) (irrespective of whether the Borrower has complied with paragraph (i) above) if a Lender so requires and notifies the Agent within ten (10) days of the Borrower notifying the Agent of the event, the Agent shall, by no later than the date which is 90 days after the later of (i) the occurrence of a Change of Control or (ii) the Agent becoming aware of the Change of Control and by not less than 30 days' notice to the Borrower:
    - (A) cancel each Available Commitment of that Lender, whereupon they shall be cancelled in full; and/or



- (B) declare the participation of that Lender in all outstanding Loans, together with accrued interest and any Break Costs, and all other amounts accrued under the Finance Documents in relation to that Lender's participation(s) immediately due and payable, whereupon each such Available Commitment will be cancelled, any Commitment of that Lender shall immediately cease to be available for further utilisation and all such outstanding Loans and amounts will become immediately due and payable.
- (b) For the purposes of paragraph (a) above, "**Change of Control**" means any person or group of persons acting in concert (other than any person or group of persons acting in concert who control the Borrower as at the date of this agreement) gains direct or indirect control of the Borrower. For the purposes of this definition:
  - (i) "**acting in concert**" means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Borrower by any of them, either directly or indirectly, to obtain or consolidate control of the Borrower; and
  - (ii) "**control**" of a person means the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
    - (A) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of that person;
    - (B) appoint or remove all, or the majority, of the directors or other equivalent officers of that person; or
    - (C) give directions with respect to the operating and financial policies of that person with which the directors or other equivalent officers of that person are obliged to comply.

### 7.3 **Voluntary cancellation**

The Borrower may, if it gives the Agent not less than three (3) Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of US\$50,000,000 and an integral multiple of US\$10,000,000 or, if less, the balance of the Available Commitment of that Available Facility) of an Available Facility. Any cancellation under this clause 7.3 shall reduce the Commitments of the Lenders rateably under that Facility.

### 7.4 **Voluntary prepayment of Facility A Loans**

- (a) The Borrower may, if it gives the Agent not less than three (3) Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of any Facility A Loan (but, if in part, being an amount that reduces the amount of the Facility A Loan by a minimum amount of US\$50,000,000 and in an integral multiple of US\$10,000,000 or, if less, the balance of the outstanding Facility A Loans).
- (b) A Facility A Loan may only be prepaid after the last day of the Availability Period for Facility A (or, if earlier, the day on which the applicable Available Facility is zero).

### 7.5 **Voluntary prepayment of Facility B Loans**

The Borrower may, if it gives the Agent not less than three (3) Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Facility B Loan (but if in part, being an amount that reduces the amount of such

7.6 **Right of prepayment and cancellation in relation to a single Lender**

- (a) If:
- (i) any sum payable to any Lender by the Borrower is required to be increased under paragraph (a) of clause 12.2 (Tax gross-up);
  - (ii) any Lender claims indemnification from the Borrower under clause 12.3 (Tax indemnity) or clause 13.1 (Increased costs); or
  - (iii) any Lender becomes a Defaulting Lender,

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment(s) of that Lender and its intention to procure the prepayment of that Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment(s) of that Lender shall immediately be reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall prepay that Lender's participation in that Loan and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations prepaid.

- (d) If:
- (i) any of the circumstances set out in paragraph (a) above apply to a Lender;
  - (ii) the Borrower becomes obliged to pay any amount in accordance with clause 7.1 (Illegality) to any Lender; or
  - (iii) any Lender becomes a Non-Consenting Lender (as defined in paragraph (g) below),

the Borrower may, on not less than five (5) Business Days' prior written notice to the Agent and that Lender, replace that Lender (or, as the context may require, a portion of its Commitment) by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to clause 22 (Changes to the Parties):

- (A) in the case of paragraph (d)(iii) above:
- (aa) where that Lender has split its Commitments in accordance with clause 32.6 (Split voting), all (and not part only) of its rights and obligations under this agreement which relate to the portion of its Commitment that is attributable to that Lender being a Non-Consenting Lender; and
  - (bb) where that Lender has not split its Commitment in accordance with clause 32.6 (Split voting) and is a Non-Consenting Lender, all (and not part only) of its rights and obligations under this agreement; or

(B) in the case of paragraphs (d)(i) and (d)(ii) above, all (and not part only) of its rights and obligations under this agreement,

to another Lender which confirms its willingness to assume and does assume all the relevant obligations of the transferring Lender in accordance with clause 22 (Change to the Parties) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of (if applicable, the relevant portion of) such Lender's participation in the outstanding Loans and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (e) The replacement of all or part of a Lender's Commitment pursuant to paragraph (d) above shall be subject to the following conditions:
- (i) the Borrower shall have no right to replace the Agent;
  - (ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
  - (iii) in the event of a replacement of all or part of a Non-Consenting Lender's Commitment such replacement must take place no later than ten (10) Business Days after the date on which that Lender is deemed a Non-Consenting Lender in respect of all or part of its Commitment;
  - (iv) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;
  - (v) no Lender shall be obliged to execute a Transfer Certificate unless it is satisfied that it has completed all "know your customer" and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such replacement Lender;
  - (vi) the Lender replaced under paragraph (d) above shall:
    - (A) not be required to make any transfer under that paragraph to the extent that such transfer is, or would be reasonably likely to result, in breach of or non-compliance with any applicable law or regulation, or any rules or regulations of any applicable securities exchange applicable to such Lender; and
    - (B) only be obliged to make such transfer if:
      - (aa) in the case of sub-paragraph (d)(i) or (d)(ii), at the time of such transfer the circumstance giving rise to the requirement for the increase or indemnification (if sub-paragraph (d)(i) applies), or the Borrower's obligation to prepay any Loan (if sub-paragraph (d)(ii) applies), is continuing; or
      - (bb) in the case of sub-paragraph (d)(iii), the transfer is to be made no later than 30 days after the date on which the relevant Non-Consenting Event first arose in respect of that Lender, and such Non-Consenting Event is continuing at the time of such transfer.
- (f) A Lender shall perform the procedures described in paragraph (e)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has completed those checks.

- (g) In the event that:
- (i) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to consent to a waiver or amendment of any provisions of the Finance Documents;
  - (ii) the waiver or amendment in question requires the consent of all the Lenders; and
  - (iii) the Super Majority Lenders have consented to such waiver or amendment,
- then any Lender who does not and continues not to consent to such waiver or amendment shall (and if that Lender has split its Commitments in accordance with clause 32.6 (Split voting), only in respect of the portion of its Commitment in respect of which it does not and continues not to consent or agree to such waiver or amendment) be deemed a “**Non-Consenting Lender**” and such event shall be a “**Non-Consenting Event**”.

7.7 **Restrictions**

- (a) Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
- (c) The Borrower may not reborrow any part of Facility A which is prepaid.
- (d) Unless a contrary indication appears in this agreement, any part of Facility B which is prepaid may be reborrowed in accordance with the terms of this agreement provided that any part of Facility B which is prepaid may only be reborrowed during the Availability Period for Facility B (excluding the date of such prepayment).
- (e) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this agreement.
- (f) No amount of the Total Commitments cancelled under this agreement may be subsequently reinstated.
- (g) If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.
- (h) If all or part of any Lender’s participation in a Loan under a Facility is repaid or prepaid and is not available for redrawing (other than by operation of clause 4.2 (Further conditions precedent)), an amount of that Lender’s Commitment (equal to the amount of the participation which is repaid or prepaid) in respect of that Facility will be deemed to be cancelled on the date of repayment or prepayment.

7.8 **Application of prepayments**

Any prepayment of a Loan pursuant to clause 7.4 (Voluntary prepayment of Facility A Loans) or clause 7.5 (Voluntary prepayment of Facility B Loans) shall be applied pro rata to each Lender’s participation in that Loan.

8. **INTEREST**

8.1 **Calculation of interest**

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and
- (b) LIBOR.

8.2 **Payment of interest**

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

8.3 **Default interest**

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on such Unpaid Sum from the due date to the date of actual payment (both before and after judgment) at a rate which is, subject to paragraph (b) below, one (1) per cent. per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted a Loan in the currency of the Unpaid Sum for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Borrower on demand by the Agent.
- (b) If any Unpaid Sum consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
  - (i) the first Interest Period for that Unpaid Sum shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
  - (ii) the rate of interest applying to the Unpaid Sum during that first Interest Period shall be one (1) per cent. per annum higher than the rate which would have applied if the Unpaid Sum had not become due.
- (c) Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Interest Period applicable to that Unpaid Sum but will remain immediately due and payable.

8.4 **Notification of rates of interest**

- (a) The Agent shall promptly notify the relevant Lenders and the Borrower of the determination of a rate of interest under this agreement.
- (b) The Agent shall promptly notify the Borrower of each Funding Rate relating to a Loan.

9. **INTEREST PERIODS**

9.1 **Selection of Interest Periods**

- (a) The Borrower may select an Interest Period for a Loan in the Utilisation Request for that Loan or (in the case of a Loan that has already been borrowed) in a Selection Notice.
- (b) Each Selection Notice for a Loan is irrevocable and must be delivered to the Agent by the Borrower not later than the Specified Time or such later time as the Agent may agree.

- (c) If the Borrower fails to deliver a Selection Notice to the Agent in accordance with paragraph (b) above, the relevant Interest Period will be one month.
- (d) Subject to this clause 9, the Borrower may select an Interest Period of one (1), three (3) or six (6) months or any other period agreed between the Borrower, the Agent and all the Lenders in relation to the relevant Loan.
- (e) An Interest Period for a Loan shall not extend beyond the Final Repayment Date.
- (f) An Interest Period of a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

## 9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

## 9.3 Consolidation and division of Loans

- (a) Subject to paragraph (b) below, if two (2) or more Interest Periods:

- (i) relate to Loans under the same Facility;
- (ii) end on the same date,

those Loans shall, unless that Borrower specifies to the contrary in the Selection Notice for the next Interest Period, be consolidated into, and treated as, a single Loan under that Facility on the last day of the Interest Period. The first Interest Period for any Utilisation (other than the first Utilisation) shall end on the same day as the then current Interest Period in relation to the first Utilisation.

- (b) Subject to clause 4.3 (Maximum number of Loans) and clause 5.3 (Currency and amount), if the Borrower requests in a Selection Notice that a Loan be divided into two or more Loans under the same Facility, that Loan will, on the last day of its Interest Period, be divided with the amounts specified in that Selection Notice, being an aggregate amount equal to the amount of the Loan immediately before its division.

## 10. CHANGES TO THE CALCULATION OF INTEREST

### 10.1 Unavailability of Screen Rate

- (a) **Interpolated Screen Rate:** If no Screen Rate is available for LIBOR for the Interest Period of a Loan, the applicable LIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.
- (b) **Reference Bank Rate:** If no Screen Rate is available for LIBOR for the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate, the applicable LIBOR shall be the Reference Bank Rate as of the Specified Time for that Loan and for a period equal in length to the Interest Period of that Loan.
- (c) **Cost of funds:** If paragraph (b) above applies but no Reference Bank Rate is available for the relevant Interest Period there shall be no LIBOR for that Loan and clause 10.4 (Cost of funds) shall apply to that Loan for that Interest Period.

### 10.2 Calculation of Reference Bank Rate

- (a) Subject to paragraph (b) below, if LIBOR is to be determined on the basis of a Reference Bank Rate but a Reference Bank does not supply a quotation by the

Specified Time, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.

- (b) If at or about noon (London time) on the Quotation Day, none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for the relevant Interest Period.

### 10.3 **Market disruption**

If before 5 pm in Hong Kong on the Business Day immediately following the Quotation Day for the relevant Interest Period, the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 35 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of LIBOR then clause 10.4 (Cost of funds) shall apply to that Loan for the relevant Interest Period.

### 10.4 **Cost of funds**

- (a) If this clause 10.4 applies, the rate of interest on each Lender's share of the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:
  - (i) the Margin; and
  - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event within five (5) Business Days before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.
- (b) If this clause 10.4 applies and the Agent or the Borrower so requires, the Agent and the Borrower shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.

### 10.5 **Notification to Company**

If clause 10.4 (Cost of funds) applies the Agent shall, as soon as is practicable, notify the Borrower.

### 10.6 **Break Costs**

- (a) The Borrower shall, within ten (10) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent or the Borrower, provide a certificate to the Borrower confirming the amount of its Break Costs for any Interest Period in which they accrue.

## 11. **FEES**

### 11.1 **Commitment fee**

- (a) Subject to paragraph (c) below, the Borrower shall pay to the Agent (for the account of each Lender) a commitment fee in US dollars computed and accruing on a daily

basis at the rate of 0.20 per cent. per annum on the undrawn and uncanceled amount of each Lender's Available Commitment under Facility B for the Availability Period applicable to Facility B on each day for the period from and including the day falling on four (4) months after the date of this agreement to and including the last day of the Availability Period, as at close of business on that day (or, if any such day shall not be a Business Day, at such close of business on the immediately preceding Business Day).

- (b) The accrued commitment fee is payable in arrears:
  - (i) on the last day of each successive period of three Months which ends during the relevant Availability Period;
  - (ii) on the last day of the relevant Availability Period; and
  - (iii) if a Lender's Commitment is reduced to zero before the last day of the relevant Availability Period, on the day on which such reduction to zero becomes effective.
- (c) No commitment fee is payable on any Available Commitment under Facility B of any Lender for any day on which that Lender is a Defaulting Lender.

#### 11.2 **Upfront fee**

The Borrower shall pay to the Agent (for the account of each Arranger) an upfront fee in the amount and at the times agreed in a Fee Letter.

#### 11.3 **Agency fee**

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

#### 11.4 **Deduction of fees**

Payment of the fees in clause 11.2 (Upfront fee) and/or the first instalment of any fee payable to the Agent under clause 11.3 (Agency fee) may, at the election of the Agent, be made out of the proceeds of the first Loan and the Agent is hereby irrevocably authorised to deduct the amount of such fees and apply the same towards payment of such fees on behalf of the Borrower.

### 12. **TAX GROSS-UP AND INDEMNITIES**

#### 12.1 **Tax definitions**

In this clause 12:

“**Tax Credit**” means a credit against, relief or remission for, or repayment of any Tax.

“**Tax Deduction**” means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

“**Tax Payment**” means an increased payment made by the Borrower to a Finance Party under clause 12.2 (Tax gross-up) or a payment under clause 12.3 (Tax indemnity).

Unless a contrary indication appears, in this clause 12 a reference to “**determines**” or “**determined**” means a determination made in the absolute discretion of the person making the determination.

#### 12.2 **Tax gross-up**



- (a) All payments to be made by the Borrower to any Finance Party under the Finance Documents shall be made free and clear of and without any Tax Deduction unless the Borrower is required to make a Tax Deduction, in which case except in relation to a Tax described in paragraphs (a)(i) to (a)(iii) inclusive of clause 12.3 (Tax Indemnity) the sum payable by the Borrower (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that such Finance Party receives a sum net of any deduction or withholding equal to the sum which it would have received had no such Tax Deduction been made or required to be made.
- (b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable by the Borrower to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower.
- (c) If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (d) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 **Tax indemnity**

- (a) Without prejudice to clause 12.2 (Tax gross-up), if any Finance Party is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under the Finance Documents (including any sum deemed for the purposes of Tax to be received or receivable by such Finance Party whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against any Finance Party, the Borrower shall, within ten Business Days of demand of the Agent, promptly indemnify the Finance Party which suffers a loss or liability as a result against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith, provided that this clause 12.3 shall not apply to:
  - (i) any Tax imposed on and calculated by reference to the net income actually received or receivable by such Finance Party (but, for the avoidance of doubt, not including any sum deemed for the purpose of Tax to be received or receivable by such Finance Party but not actually receivable) by the jurisdiction in which such Finance Party is incorporated;
  - (ii) any Tax imposed on and calculated by reference to the net income of the Facility Office of such Finance Party actually received or receivable by such Finance Party (but, for the avoidance of doubt, not including any sum deemed for the purposes of Tax to be received or receivable by such Finance Party but not actually receivable) by the jurisdiction in which its Facility Office is located;
  - (iii) a FATCA Deduction required to be made by a Party; or
  - (iv) any Finance Party which has actually been compensated by an additional payment under clause 12.2 (Tax gross-up).

- (b) A Finance Party intending to make a claim under paragraph (a) above shall notify the Agent of the event giving rise to the claim, whereupon the Agent shall notify the Borrower thereof.
- (c) A Finance Party shall, on receiving a payment from the Borrower under this clause 12.3, notify the Agent.

#### 12.4 **Tax credit**

If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

#### 12.5 **Stamp taxes**

The Borrower shall:

- (a) pay all stamp duty, registration and other similar Taxes payable in respect of any Finance Document; and
- (b) within ten (10) Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to any stamp duty, registration or other similar Tax paid or payable in respect of any Finance Document.

#### 12.6 **Indirect tax**

- (a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Finance Party shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by any Finance Party to any Party in connection with a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying the consideration) an amount equal to the amount of the Indirect Tax.
- (b) Where a Finance Document requires any Party to reimburse a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify the Finance Party against all Indirect Tax incurred by that Finance Party in respect of the costs or expenses to the extent that the Finance Party reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

#### 12.7 **FATCA information**

- (a) Subject to paragraph (c) below, each Party shall, within 10 Business Days of a reasonable request by another Party:
  - (i) confirm to that other Party whether it is:
    - (A) a FATCA Exempt Party; or
    - (B) not a FATCA Exempt Party;

- (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
  - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
  - (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
  - (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
    - (i) any law or regulation;
    - (ii) any fiduciary duty; or
    - (iii) any duty of confidentiality.
  - (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
  - (e) If the Borrower is a US Tax Obligor or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within 10 Business Days of:
    - (i) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this agreement;
    - (ii) where the Borrower is a US Tax Obligor on a Transfer Date and the relevant Lender is a New Lender, the relevant Transfer Date;
    - (iii) the date a new US Tax Obligor accedes as a borrower; or
    - (iv) where the Borrower is not a US Tax Obligor, the date of a request from the Agent,supply to the Agent:
    - (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
    - (B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.
  - (f) The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the Borrower.
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- (g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.
- (h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) or (g) above.
- (i) Without prejudice to any other term of this agreement, if a Lender fails to supply any withholding certificate, withholding statement, document, authorisation, waiver or information in accordance with paragraph (e) above, or any withholding certificate, withholding statement, document, authorisation, waiver or information provided by a Lender to the Agent is or becomes materially inaccurate or incomplete, then such Lender shall indemnify the Agent, within three (3) Business Days of demand, against any cost, loss, Tax or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (including any related interest and penalties) in acting as Agent under the Finance Documents as a result of such failure.

#### 12.8 **FATCA Deduction**

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), and in any case at least three (3) Business Days prior to making a FATCA Deduction, notify the Party to whom it is making the payment and, on or prior to the day on which it notifies that Party, shall also notify the Borrower, the Agent and the other Finance Parties.

#### 13. **INCREASED COSTS**

##### 13.1 **Increased costs**

- (a) Subject to clause 13.3 (Exceptions) the Borrower shall, within ten (10) Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:
  - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this agreement; or
  - (ii) compliance with any law or regulation made, enacted, issued or put into effect after the date of this agreement; or
  - (iii) the implementation or application of, or compliance with, Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

The terms “**law**” and “**regulation**” in this paragraph (a) shall include any law or regulation concerning capital adequacy, prudential limits, liquidity, reserve assets or Tax.

(b) In this agreement:

(i) “**Basel II**” means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this agreement or, if later, the date it became party to this agreement (but excluding any amendment arising out of Basel III);

(ii) “**Basel III**” means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(B) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement — Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated;

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III”;

(iii) “**CRD IV**” means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC;

(iv) “**Increased Costs**” means:

(A) a reduction in the rate of return from a Facility or on a Finance Party’s (or its Affiliate’s) overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by such Finance Party);

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to the undertaking, funding or performance by

**13.2 Increased cost claims**

- (a) A Finance Party (other than the Agent) intending to make a claim pursuant to clause 13.1 (Increased costs) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.
- (b) Each Finance Party (other than the Agent) shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.
- (c) A claim pursuant to clause 13 (Increased costs) must contain reasonable details of the event giving rise to the claim and the basis of computation of the claim.

**13.3 Exceptions**

Clause 13.1 (Increased costs) does not apply to the extent any Increased Cost is:

- (a) attributable to a Tax Deduction required by law to be made by the Borrower and that is already compensated for by clause 12.2 (Tax gross-up);
- (b) attributable to a FATCA Deduction required to be made by a Party;
- (c) compensated for by clause 12.3 (Tax indemnity) (or would have been compensated for under clause 12.3 (Tax indemnity) but was not so compensated solely because any of the exclusions in clause 12.3(a) (Tax indemnity) applied);
- (d) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law, regulation or Finance Document; or
- (e) attributable to the implementation or application of or compliance with Basel II or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

**14. MITIGATION BY THE LENDERS**

**14.1 Mitigation**

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (Illegality), clause 12 (Tax Gross-up and Indemnities) or clause 13 (Increased Costs), including, in relation to any circumstances which arise following the date of this agreement, transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

**14.2 Limitation of liability**

- (a) The Borrower shall promptly indemnify each Finance Party, and in any event within ten (10) Business Days of demand, for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under clause 14.1 (Mitigation).

- (b) A Finance Party is not obliged to take any steps under clause 14.1 (Mitigation) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

#### 14.3 **Conduct of business by the Finance Parties**

No provision of this agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim;
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax; or
- (d) oblige any Finance Party to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any applicable law or regulation or a breach of fiduciary duty or duty of confidentiality.

#### 15. **OTHER INDEMNITIES**

##### 15.1 **Currency indemnity**

- (a) If any sum due from the Borrower under the Finance Documents (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:

- (i) making or filing a claim or proof against the Borrower; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within ten (10) Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

##### 15.2 **Other indemnities**

The Borrower shall, within ten (10) Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;
- (b) any enquiry, investigation, subpoena (or similar order) or legal or arbitral proceedings with respect to the Borrower or with respect to any transactions contemplated or financed under any Finance Document;

- (c) a failure by the Borrower to pay any amount due under a Finance Document on its due date and in the relevant currency, including any cost, loss or liability arising as a result of clause 24.25 (Sharing among the Finance Parties);
- (d) funding, or making arrangements to fund, its participation in a Utilisation requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this agreement (other than by reason of default in the performance of their obligations under the Finance Documents to which such Finance Party is party or negligence by that Finance Party alone);
- (e) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

### 15.3 **Indemnity to the Agent**

The Borrower shall promptly (and in any event within ten (10) Business Days of demand) indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default;
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this agreement.

## 16. **COSTS AND EXPENSES**

### 16.1 **Transaction expenses**

The Borrower shall, within fifteen (15) Business Days of demand, pay the Administrative Parties the amount of all out-of-pocket costs and expenses (including legal fees subject to any agreed cap but excluding travel expenses) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and syndication of:

- (a) this agreement and any other documents referred to in this agreement; and
- (b) any other Finance Documents executed after the date of this agreement.

### 16.2 **Amendment costs**

If:

- (a) the Borrower requests an amendment, waiver or consent; or
- (b) an amendment is required pursuant to clause 26.10 (Change of currency); or
- (c) any amendment or waiver is contemplated or agreed pursuant to clause 32.5 (Replacement of Screen Rate),

the Borrower shall, within ten (10) Business Days of demand, reimburse the Agent for the amount of all out-of-pocket costs and expenses (including legal fees subject to any agreed cap) reasonably incurred by the Agent in responding to, evaluating, negotiating or complying with or implementing that request or requirement or actual or contemplated agreement.

### 16.3 **Enforcement costs**



The Borrower shall, within ten (10) Business Days of demand, pay to each Finance Party the amount of all out-of-pocket costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

17. **REPRESENTATIONS**

The Borrower makes the representations and warranties set out in this clause 17 to each Finance Party on the date of this agreement and the Effective Date.

17.1 **Status**

- (a) It is a company, duly incorporated, validly existing and in good standing under the laws of the Cayman Islands.
- (b) It and each of its Material Subsidiaries has the power to own its assets and carry on its business as it is being conducted.
- (c) It is acting as principal for its own account and not as agent or trustee in any capacity on behalf of any person in relation to the Finance Documents.

17.2 **Binding obligations**

The obligations expressed to be assumed by it in each Finance Document are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

17.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) subject to the Legal Reservations, any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets where such conflict has or would reasonably be expected to have a Material Adverse Effect.

17.4 **Power and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents and the transactions contemplated by the Finance Documents.
- (b) No limit on its powers will be exceeded as a result of the borrowing contemplated in the Finance Documents.

17.5 **Validity and admissibility in evidence**

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents;
- (b) subject to the Legal Reservations, to make the Finance Documents admissible in evidence in its jurisdiction of incorporation; and

- (c) for it and its Subsidiaries to carry on their respective business, and which are material where failure to obtain or effect those Authorisations would reasonably be expected to have a Material Adverse Effect,

have been obtained or effected and are in full force and effect.

**17.6 Governing law and enforcement**

Subject to the Legal Reservations:

- (a) the choice of Hong Kong law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation; and
- (b) any judgment obtained in Hong Kong in relation to any Finance Document will be recognised and enforced in its jurisdiction of incorporation.

**17.7 Deduction of Tax**

As at the date of this agreement, it is not required under the law applicable where it is incorporated or resident or at the address specified in this agreement to make any Tax Deduction from any payment it may make under any Finance Document.

**17.8 No filing or stamp taxes**

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, except that:

- (a) Cayman Islands stamp duty will be payable on a Finance Document if that Finance Document is executed in, or an original is brought into, or produced before a court of, the Cayman Islands; and
- (b) the filing in respect of the Facilities with NDRC in accordance with the applicable requirements of the NDRC Circular 2044 pursuant to paragraph 3(e) of schedule 2 (Conditions Precedent).

**17.9 No default**

- (a) So far as it is aware but after making due enquiry, no Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation which has not been notified to the Agent.
- (b) So far as it is aware but after making due enquiry, no other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Material Subsidiaries or to which its (or any of its Material Subsidiaries') assets are subject to an extent or in a manner which has or would reasonably be expected to have a Material Adverse Effect.

**17.10 No misleading information**

All written (including by way of electronic mail or other electronic means) information supplied by or on behalf of the Borrower in connection with the Finance Documents was true, complete and accurate in all material respects as at the date it was given or (if any) as at the date it is stated and is not misleading in any material respect.

**17.11 Financial statements**

- (a) Its financial statements most recently supplied to the Agent (which, at the date of this agreement, are its Original Financial Statements) were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.
- (b) Its financial statements most recently supplied to the Agent (which, at the date of this agreement, are its Original Financial Statements) give a true and fair view of (if audited) or fairly represent (if unaudited) the consolidated financial condition and operations for the period to which the financial statements relate, save to the extent expressly disclosed in such financial statements.
- (c) At the date of this agreement, there has been no material adverse change in the business or consolidated financial condition of the Group (taken as a whole) since 31 December 2020.

**17.12 Pari passu ranking**

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

**17.13 No proceedings pending or threatened**

No litigation, arbitration, investigation or administrative proceedings of or before any court, arbitral body or agency which is reasonably likely to be adversely determined and if so determined, would reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened in writing, or are pending, against it or any of its Subsidiaries.

**17.14 Authorised signatures**

Any person specified as its authorised signatory under schedule 2 (Conditions Precedent) or clause 18.4(d) (Information: miscellaneous) (in each case, to the extent not replaced as notified by the Borrower pursuant to clause 18.4(d) (Information: miscellaneous)) is authorised to sign Utilisation Requests and other notices on its behalf.

**17.15 Sanctions, anti-terrorism, anti-money laundering and anti-corruption**

- (a) None of the Borrower, any of its Subsidiaries, any director or officer, or any employee, agent, or affiliate, of the Borrower or any of its Subsidiaries or, to its knowledge (after having made due inquiries), any agent of, or any person acting on behalf of, any of the foregoing:
  - (i) is a Restricted Party; or
  - (ii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- (b) No member of the Group or any director, officer or employee of any member of the Group or, to its knowledge (after having made due inquiries), any agent of any member of the Group is in violation of any applicable Sanctions.
- (c) No member of the Group or any director, officer or employee of any member of the Group or, to its knowledge (after having made due inquiries), any person acting on behalf of any member of the Group has received, funds or other property from a Restricted Party in violation of any applicable Sanctions or has conducted, any activities or business dealings, directly or indirectly, with or for the benefit of a Restricted Party in violation of any applicable Sanctions.

- (d) None of the Borrower or any other member of the Group has any business operations or other dealings with any Restricted Party or in any Sanctioned Jurisdiction.
- (e) No member of the Group or any director, officer or employee of any member of the Group or, to its knowledge (after having made due inquiries), any person acting on behalf of any member of the Group is engaging or has engaged directly or indirectly, in any transaction or conduct that would reasonably be expected to result in it becoming a Restricted Party, or which evades or avoids any applicable prohibitions or restrictions set forth in any applicable Sanctions.
- (f) No member of the Group or any director, officer or employee of any member of the Group or, to its knowledge (after having made due inquiries), any affiliate, agent or representative of, or any person acting on behalf of any member of the Group:
  - (i) has taken any action, directly or indirectly, that would result in a violation by such persons of any Anti-Bribery and Corruption Laws;
  - (ii) has directly or indirectly paid, given or offered or promised to pay or give, or authorised the payment or giving of, directly or indirectly, any unlawful payment or improper transfer of value within the meaning of the FCPA or any other Anti-Bribery and Corruption Laws;
  - (iii) has directly or indirectly used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political office or activity or made any direct or indirect unlawful payment or improper transfer of value to any public official or any company employee from corporate funds; or
  - (iv) has been subject to any action, suit, proceeding, arbitration, litigation, regulatory or criminal investigation with regard to any actual or alleged unlawful payment, improper transfer of value or violation in any way of the FCPA or any other Anti-Bribery and Corruption Laws.
- (g) No member of the Group or any director, officer or employee of any member of the Group or, to its knowledge (after having made due inquiries), any person acting on behalf of, any member of the Group is in violation of any Anti-Money Laundering Laws or Anti-Terrorism Laws.
- (h) The Borrower and, to the knowledge of the Borrower (after having made due inquiries), its affiliates have instituted and maintained systems, controls, policies, procedures and other arrangements designed to:
  - (i) promote and ensure, and which are reasonably expected to continue to ensure, compliance by the Group with all applicable Sanctions, Anti-Bribery and Corruption Laws, Anti-Money Laundering Laws and Anti-Terrorism Laws; and
  - (ii) detect incidences of bribery and corruption.
- (i) No action, suit, proceeding, arbitration, litigation, regulatory or criminal investigation involving the Borrower, any of its Subsidiaries, any of their Affiliates or any of their respective directors, officers, agents or employees, in each case, with respect to any Anti-Money Laundering Laws or Anti-Terrorism Laws is pending or, to its knowledge (upon having made due inquiries), threatened.
- (j) The operations of the Borrower, its Subsidiaries and their Affiliates are and have been conducted at all times in compliance with applicable Anti-Money Laundering Laws and Anti-Bribery and Corruption Laws.

17.16 **List of Material Subsidiaries**

The list of Material Subsidiaries delivered to the Agent pursuant to clause 4.1 (Initial conditions precedent) is true, complete and accurate as at the end of the financial year of the Borrower most recently ended prior to the date of this agreement.

**17.17 Repetition**

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on:

- (a) the date of each Utilisation Request;
- (b) each Utilisation Date;
- (c) the first day of each Interest Period relating to any Loan.

**18. INFORMATION UNDERTAKINGS**

The undertakings in this clause 18 remain in force from the date of this agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

**18.1 Financial statements**

The Borrower shall supply to the Agent in sufficient copies for all the Lenders:

- (a) as soon as the same become available, but in any event within 180 days after the end of each of its financial years (or such other longer period for the release of such financial statements as permitted under the requirements of the listing rules or other regulations as applicable to the Borrower), its audited consolidated financial statements for that financial year; and
- (b) as soon as the same become available, but in any event within 120 days (or such longer period for the release of such financial statements as permitted under the requirements of the listing rules or other regulations as applicable to the Borrower) after the end of each of its Financial Quarters (other than the fourth Financial Quarter of each Financial Year), the unaudited consolidated financial statements of the Borrower for that Financial Quarter,

provided that, in the case of any consolidated financial statements of the Borrower to be delivered pursuant to this clause 18.1, such financial statements shall be deemed to be so delivered upon being posted onto any electronic website of (i) the U.S. Securities and Exchange Commission, (ii) NASDAQ, (iii) HKSE and/or (iii) the Borrower that is accessible to the public.

**18.2 Compliance Certificate**

- (a) The Borrower shall supply to the Agent, with each set of financial statements delivered pursuant to paragraph (a) of clause 18.1 (Financial statements), a Compliance Certificate:
  - (i) (in respect of each of its Financial Year) setting out (in reasonable detail) computations as to compliance with clause 19 (Financial Covenants) as at the date as at which those financial statements were prepared; and
  - (ii) confirming that no Default has occurred and is continuing or, if a Default is continuing, specifying the nature of such Default and the steps being taken to remedy such Default.

- (b) Each Compliance Certificate delivered pursuant to paragraph (a) above shall be signed by an authorised signatory of the Borrower.

18.3 **Requirements as to financial statements**

- (a) Each set of financial statements delivered (or deemed to be delivered) by the Borrower pursuant to paragraph (a) of clause 18.1 (Financial statements) shall be certified by an authorised signatory of the Borrower as giving a true and fair view of the consolidated financial condition and operations of the Group as at the end of and during the applicable period to which those financial statements relate.
- (b) The Borrower shall procure that each set of financial statements delivered pursuant to clause 18.1 (Financial statements) is prepared using GAAP.
- (c) The Borrower shall procure that each set of financial statements delivered (or deemed to be delivered) pursuant to clause 18.1 (Financial statements) is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in GAAP, the accounting practices or reference periods and the Borrower or (if any auditors' report or opinion is required in connection with such change in order to comply with the applicable law, regulation or rule, or any applicable stock exchange requirement) the auditors of the Borrower shall deliver to the Agent:
  - (i) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which the Original Financial Statements were prepared; and
  - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders:
    - (A) to determine whether clause 19 (Financial Covenants) has been complied with; and
    - (B) to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

18.4 **Information: miscellaneous**

The Borrower shall supply to the Agent (in sufficient copies for all the Finance Parties, if the Agent so requests):

- (a) all documents dispatched by the Borrower to its shareholders (or any class of them) or its creditors (or any class of them) generally at the same time as they are despatched to the extent such documents relate to any event or circumstance in relation to the Borrower or a Material Subsidiary falling within clause 21.5 (Cross default), clause 21.6 (Insolvency); 21.7 (Insolvency proceedings) or clause 21.8 (Creditors' process);
- (b) promptly upon becoming aware of them, the details of any litigation, investigation, arbitration or administrative proceedings which are current, (or to the best of its knowledge) threatened in writing or pending against the Borrower or any member of the Group, and which, if adversely determined would reasonably be expected to have a Material Adverse Effect;
- (c) promptly:

- (i) such further information regarding the financial condition, business and operations of the Borrower and any Material Subsidiary as any Finance Party (through the Agent) may reasonably request, except to the extent that:
  - (A) the provision of such information to the Agent would result in any member of the Group in breach of any applicable law, regulation or rule, any applicable stock exchange requirement or duty of confidentiality, provided that such duty of confidentiality did not arise under any agreement or arrangement that is entered into by a member of the Group solely for the purpose of circumventing any requirement or request under this paragraph (c); or
  - (B) such information is (as reasonably determined by the Borrower) of a commercially sensitive nature; or
- (ii) such further information regarding the financial condition, business and operations relating to the Borrower or any Material Subsidiary to the extent that any Finance Party has delivered evidence to the Borrower in form and substance satisfactory to the Borrower (acting reasonably) that such information is required to be disclosed to that Finance Party (or any Affiliate thereof) in order for that Finance Party to comply with any laws and/or regulations (including any rules or requirements of any applicable court or tribunal, securities exchange or supervisory, governmental, quasi-governmental, administrative, regulatory or self-regulatory body or authority) applicable to that Finance Party or any Affiliate thereof;
- (d) promptly, notice of any change in authorised signatories of the Borrower signed by a director, company secretary or an authorised signatory (other than any authorised signatory which has been replaced or is to be replaced pursuant to a notice given by the Borrower under this paragraph (d)) of the Borrower accompanied by specimen signatures of any new authorised signatories of the Borrower;
- (e) promptly upon becoming aware of them, an updated list of Material Subsidiaries if there is any change from the list of Material Subsidiaries delivered to the Agent pursuant to clause 4.1 (Initial conditions precedent) and from time to time; and
- (f) promptly, such information as the Agent may from time to time reasonably require for the performance of its obligations or the exercise of its rights under the Finance Documents.

#### 18.5 **Notification of default**

- (a) The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by an authorised signatory of the Borrower on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

#### 18.6 **Banking (Exposure Limits) Rules**

The Borrower agrees to provide notice in writing immediately if, to the best of its knowledge, it is or becomes in any way related or connected to the Lenders (or their Affiliates) within the meaning of the Banking (Exposure Limits) Rules (Cap. 155S, the Laws of Hong Kong) and regulations in respect thereof in Hong Kong, and in the absence of any such notice, the Lenders will assume that the Borrower is not so related or connected.

#### 18.7 **“Know your customer” checks**

- (a) If:
- (i) any law or regulation (including, without limitation, any law or regulation in place as at the date of this agreement, or the introduction of, or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this agreement);
  - (ii) any change in the status of the Borrower after the date of this agreement; or
  - (iii) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any proposed assignee or transferee of any Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender (including for itself or, in the case of the event described in paragraph (iii) above, on behalf of any proposed assignee or transferee of any Lender)) in order for the Agent, such Lender or, in the case of paragraph (iii) above, any proposed assignee or transferee of any Lender to conduct any “know your customer” or other similar procedures under applicable laws and regulations.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to conduct any “know your customer” or other similar procedures under applicable laws and regulations.

## 19. FINANCIAL COVENANTS

The undertakings in this clause 19 remain in force from the date of this agreement for so long as any amount is outstanding under any of the Finance Documents or any Commitment is in force.

### 19.1 Financial definitions

In this agreement:

“**Borrowings**” means the aggregate outstanding principal of any indebtedness of the Group (on a consolidated basis) for or in respect of Financial Indebtedness, except:

- (a) any Financial Indebtedness falling within paragraphs (b) and (g) of that definition;
- (b) any Financial Indebtedness falling within paragraph (i) of that definition (to the extent falling under paragraph (a) above),

in each case, without double counting and so that no amount shall be included or excluded more than once.

“**Consolidated EBITDA**” means the consolidated operating profit of the Borrower:

- (a) excluding any share-based compensation of employees;
- (b) excluding any impairment of goodwill and intangible assets;
- (c) before deducting any amount attributable to amortization of intangible assets and the depreciation of tangible assets; and



(d) before taking into account any other non-cash or non-recurring items,

in each case, without double counting and so that no amount shall be included or excluded more than once.

“**Consolidated Net Worth**” means the amount specified on the consolidated balance sheet of the Borrower as “Total shareholders’ equity” less the amount attributed to minority interests specified as “Noncontrolling interests” in the Latest Consolidated Balance Sheet.

“**Consolidated Total Debt**” means, on any date, the aggregate Borrowings of the Group as at that date.

“**Latest Consolidated Balance Sheet**” means the latest audited consolidated balance sheet of the Borrower delivered to the Agent pursuant to clause 18.1 (Financial statements) or, until the first such balance sheet is so delivered, means the audited consolidated balance sheet in the Original Financial Statements.

“**Leverage**” means, in respect of any period, the ratio of Consolidated Total Debt on the last day of that period to Consolidated EBITDA for that period.

“**Relevant Periods**” means each period of twelve (12) months ending on the last day of each Financial Year (each a “**Relevant Period**”).

## 19.2 **Financial condition**

The Borrower shall ensure that, at all times:

- (a) Leverage in respect of each Relevant Period shall be lower than 3.75:1.00.
- (b) Consolidated Net Worth is not at any time less than RMB 20,000,000,000 (or its equivalent).

## 19.3 **Financial covenant testing**

The financial covenants set out in clause 19.2 (Financial condition) shall be calculated and tested annually in respect of each Relevant Period by reference to each of the financial statements delivered under clause 18.1 (Financial statements) and/or the Compliance Certificate relating thereto delivered pursuant to clause 18.2 (Compliance Certificate).

## 20. **GENERAL UNDERTAKINGS**

The undertakings in this clause 20 remain in force from the date of this agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

### 20.1 **Authorisations**

The Borrower shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) (in relation to any Authorisation falling within any of paragraphs (c) and (d) only) supply certified copies to the Agent of, any Authorisation required;
- (c) to enable it to perform its obligations under the Finance Documents; and

- (d) to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and
- (e) carry on its business where failure to do so would reasonably be expected to have a Material Adverse Effect.

20.2 **Compliance with laws**

The Borrower shall, and shall procure that each member of the Group will, comply in all respects with all laws to which it may be subject, if failure to so comply would, or would reasonably be expected to, have a Material Adverse Effect.

20.3 **Pari passu ranking**

The Borrower shall ensure that its payment obligations under the Finance Documents rank and continue to rank at least pari passu with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

20.4 **Negative pledge**

In this clause 20.4, “**Quasi-Security**” means any arrangement or transaction described in paragraph (b) below.

- (a) Without prejudice to paragraph (d), the Borrower shall not, and the Borrower shall procure that no Material Subsidiary will, create or permit to subsist any Security over any of its assets.
- (b) Without prejudice to paragraph (d), the Borrower shall not, and the Borrower shall procure that no Material Subsidiary will:
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Borrower or any Material Subsidiary;
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into or permit to subsist any title retention arrangement;
  - (iv) enter into or permit to subsist any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (v) enter into or permit to subsist any other preferential arrangement having a similar effect,in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (c) Subject to paragraph (d), paragraphs (a) and (b) above do not apply to:
  - (i) any netting or set-off or cash-pooling arrangement entered into by the Borrower or any other Material Subsidiary in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of any member of Group;
  - (ii) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by the Borrower or any other Material Subsidiary for the purpose of:

- (A) hedging any risk to which it is exposed in its ordinary course of trading; or
  - (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,
- excluding, in each case, any Security or Quasi-Security under a credit support arrangement in relation to any hedging transaction;
- (iii) any lien arising by operation of law and in the ordinary course of trading, provided that any indebtedness which is secured thereby is paid when due or contested in good faith by appropriate proceedings and properly provisioned;
  - (iv) any Security or Quasi-Security over or affecting any asset acquired by the Borrower or any other Material Subsidiary after the date of this agreement if:
    - (A) that Security or Quasi-Security was not created in contemplation of the acquisition of that asset by the Borrower or, as the case may be, such Material Subsidiary;
    - (B) the maximum principal amount secured by that Security or to which such Quasi-Security relates has not been increased in contemplation of, or since, the acquisition of that asset by the Borrower or, as the case may be, such Material Subsidiary; and
    - (C) that Security or Quasi-Security is removed or discharged within 120 days of the date of acquisition of such asset by the Borrower or, as the case may be, such Material Subsidiary;
  - (v) any Security or Quasi-Security over or affecting any asset of any Material Subsidiary which becomes a member of Group after the date of this agreement, where that Security or Quasi-Security is created prior to the date on which that person becomes a member of Group, if:
    - (A) that Security or Quasi-Security was not created in contemplation of the acquisition of any interest in that Material Subsidiary by any member of Group;
    - (B) the maximum principal amount secured by that Security or to which that Quasi-Security relates has not increased in contemplation of or since the acquisition of any interest in that Material Subsidiary by any member of Group; and
    - (C) that Security or Quasi-Security is removed or discharged within 120 days of that Material Subsidiary becoming a member of Group;
  - (vi) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Borrower or any other Material Subsidiary in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Material Subsidiary;
  - (vii) any Security or Quasi-Security arising as a result of legal proceedings being contested by any Material Subsidiary in good faith and which is discharged within 30 days of such Security or Quasi-Security first arising;
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- (viii) any Security or Quasi-Security arising by operation of law in respect of Taxes being contested by any Material Subsidiary in good faith which is discharged by no later than 30 Business Days after such Security or Quasi-Security first arose;
- (ix) any Security or Quasi-Security granted with the prior written consent of the Agent (acting on the instructions of the Majority Lenders); or
- (x) any Security or Quasi-Security securing indebtedness the principal amount of which does not at any time exceed the lower of:
  - (A) RMB 10,000,000,000 (or its equivalent in another currency or currencies); and
  - (B) 15 per cent. of the consolidated total assets of the Borrower at such time.
- (d) The Borrower shall procure that, save with the prior written consent of the Agent (acting on the instructions of the Majority Lenders), no Security or Quasi-Security shall be created by the Borrower or any other member of the Group in respect of, or shall subsist over or affect, any Equity Interest in any Material Subsidiary or any Holding Company of any Material Subsidiary (or any interest in any such Equity Interest).

## 20.5 Disposals

- (a) The Borrower shall not, and the Borrower shall procure that no Material Subsidiary will, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal (other than shares in NetEase (Hangzhou) Network Co., Ltd, which shall not be disposed of in any circumstances except to the Borrower or a Material Subsidiary or to a member of the Group which is not itself a Material Subsidiary before such disposal and becomes a Material Subsidiary immediately after such disposal):
  - (i) made in the ordinary course of trading of the disposing entity;
  - (ii) of assets in exchange for other assets comparable or superior as to type, value and quality;
  - (iii) of obsolete or redundant vehicles, plant and equipment for cash;
  - (iv) made to another member of the Group;
  - (v) of any asset which is a financial asset that has been classified in the latest audited consolidated financial statements of the Borrower as being available for sale;
  - (vi) of any asset where:
    - (A) such asset is being disposed as part of the Group's business strategy;
    - (B) such disposal is for good and valuable consideration; and
    - (C) no Default is continuing or would result from such disposal;

- (vii) with prior written consent of the Agent (acting on the instructions of the Majority Lenders); or
- (viii) of any asset in any financial year of the Borrower, where the higher of the market value or consideration receivable in respect of such asset (when aggregated with the higher (in each case) of the market value or consideration receivable in respect of each other asset of the subject of any other sale, lease, transfer or other disposal by any or all of the Borrower and the Material Subsidiaries during such financial year, other than any permitted under paragraphs (i) to 20.5(b)(vii)(b)(vii) above) does not exceed US\$300,000,000 (or its equivalent in another currency or currencies).

#### 20.6 Merger

- (a) The Borrower shall not, and the Borrower shall procure that no Material Subsidiary will, enter into any amalgamation, demerger, merger or corporate reconstruction.
- (b) Paragraph (a) above does not apply to any amalgamation, merger or corporate reconstruction entered into by the Borrower or a Material Subsidiary provided that:
  - (i) in the case of the Borrower:
    - (A) the Borrower is the surviving entity of such amalgamation, merger or corporate reconstruction; and
    - (B) such amalgamation, merger or corporate reconstruction is made on a solvent basis and does not and would not be reasonably expected to have a Material Adverse Effect and no Default is continuing or would occur as a result of such amalgamation, merger or corporate reconstruction; and
  - (ii) in the case of a Material Subsidiary, it is a liquidation, reorganisation, merger, demerger, amalgamation, consolidation or corporate reconstruction (a “**Reorganisation**”) on a solvent basis of any Material Subsidiary provided that all payments and assets made, transferred or distributed as a result of such Reorganisation are made, transferred and distributed to one or more Material Subsidiaries (or an entity which will become a Material Subsidiary immediately after such transfer or distribution) and such Reorganisation does not and would not be reasonably expected to have a Material Adverse Effect and no Default is continuing or would occur as a result of such Reorganisation.

#### 20.7 Change of business

The Borrower shall procure that no substantial change is made to the general nature of the business of the Group (taken as a whole) from that carried on by the Group at the date of this agreement, to the extent that such change would reasonably be expected to have a Material Adverse Effect.

#### 20.8 Maintenance of corporate existence and books and records

The Borrower shall, and shall procure that each Material Subsidiary will:

- (a) maintain its corporate existence and registration in the jurisdiction of its incorporation (other than, in the case of any Material Subsidiary, where such Material Subsidiary is not the surviving entity of any amalgamation, merger or corporate reconstruction to the extent permitted under clause 20.6 (Merger));
- (b) keep and maintain proper books and records in accordance with GAAP in all material respects; and

- (c) The Borrower shall permit the Agent or a representative of the Agent while a payment or financial covenant Event of Default is continuing or the Agent reasonably believe that a payment or financial covenant Event of Default is continuing, upon reasonable notice and during regular business hours only and at a time convenient to management, to visit any of its offices (in the presence of a representative of the Borrower) to inspect any of its books and records, provided that all information obtained as a result of such access shall be subject to the confidentiality restrictions set out in this agreement.

20.9 **Anti-corruption law**

- (a) The Borrower shall not (and the Borrower shall ensure that no member of the Group will) directly or indirectly use any of the proceeds of a Facility (or any part thereof) for any purpose which would breach, or would cause any member of the Group or any Finance Party to be in breach of, any Anti-Bribery and Corruption Laws.
- (b) The Borrower shall (and the Borrower shall ensure that each member of the Group will) comply in all respects, and conduct its businesses in compliance, with all applicable Anti-Bribery and Corruption Laws.
- (c) The Borrower shall institute and maintain systems, controls and other arrangements designed to promote and ensure ongoing compliance by member of the Group with all applicable Anti-Bribery and Corruption Laws.

20.10 **Sanctions, Anti-Terrorism Laws and Anti-Money Laundering Laws**

- (a) The Borrower shall (and the Borrower shall procure that each member of the Group will) comply with, and conduct its business in compliance with, all applicable Sanctions, Anti-Money Laundering Laws and Anti-Terrorism Laws. Without prejudice to the foregoing, the Borrower shall not, and the Borrower shall procure that no member of the Group will, knowingly (after having made due inquiries) engage in any transaction that violates or would violate, or would cause any member of the Group or any Finance Party to be in violation of, any of the applicable prohibitions set forth in any Sanctions, Anti-Money Laundering Laws or Anti-Terrorism Laws.
- (b) The Borrower shall ensure that none of the funds or assets of any member of the Group that are used to repay the Facilities (or any part thereof) shall constitute property of, or shall be beneficially owned directly or indirectly by, any Restricted Party.
- (c) The Borrower shall not, and the Borrower shall procure that no member of the Group will, fund all or part of any payment under any Finance Document out of proceeds derived from transactions that violates or would violate, or would cause any member of the Group or any Finance Party to be in violation of, any of the applicable prohibitions set forth in any Sanctions, Anti-Money Laundering Laws or Anti-Terrorism Laws.
- (d) The Borrower shall not, and the Borrower shall procure that no member of the Group will, directly or indirectly, use or allow to be used lend, invest, contribute or otherwise make available, the proceeds of a Facility (or any part thereof) or other transaction(s) contemplated by any Finance Document:
  - (i) in favour of or for the benefit of, or for financing any activities of, or funding any trade, business or other activities involving or for the benefit of, any Restricted Party;
  - (ii) in any manner or for any purpose which would or might violate, or cause any member of the Group, any Finance Party or any other person participating in a Facility (whether as underwriter, advisor, investor or otherwise) to be in

violation of, any applicable Sanctions, Anti-Money Laundering Laws or Anti-Terrorism Laws or Anti-Bribery and Corruption Laws or becoming a Restricted Party; or

- (iii) for business activities relating to any Sanctioned Jurisdiction, including any business activities involving persons or entities named on any Sanctions List in any manner which would violate, or cause any member of the Group or any Finance Party to be in violation of, any applicable Sanctions.
- (e) The Borrower shall continue to institute and maintain systems, controls and other arrangements designed to promote and ensure ongoing compliance by the Group with all applicable Sanctions, Anti-Money Laundering Laws and Anti-Terrorism Laws.

#### 20.11 **Taxation**

The Borrower shall (and the Borrower shall ensure each Material Subsidiary will) pay or procure payment of all Taxes and lodge all tax filings when due and payable or when required to be lodged (as the case may be), other than any Tax being contested in good faith by appropriate proceedings and where failure to pay or discharge would have or is likely to have a Material Adverse Effect and if the dispute in respect of such Taxes is likely to be adversely determined, adequate reserves have been set aside and such Taxes are paid promptly on final determination or settlement of the contest.

#### 20.12 **NDRC Requirements**

- (a) Within 10 PRC Business Days (or any other period as required by NDRC from time to time) after each Utilisation Date, the Borrower shall procure the reporting of the relevant information relating to the loan granted under such Utilisation to the NDRC in accordance with the NDRC Circular 2044 (the “**Information Reporting**”). If the terms and conditions of the actual debt incurred deviate materially from the information filed with the NDRC, details of deviations shall be specified in the Information Reporting.
- (b) The Borrower shall, promptly upon receipt of confirmation from the NDRC that such Information Reporting has been completed and upon request by the Agent (acting on the instructions of any Lender), notify the Agent that such Information Reporting has been completed.

#### 21. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in the following sub-clauses of this clause 21 (other than clause 21.14 (Acceleration)) is an Event of Default.

##### 21.1 **Non-payment**

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
  - (i) administrative or technical error; or
  - (ii) a Disruption Event; and
- (b) payment is made within five (5) Business Days of its due date.

##### 21.2 **Financial covenants**

Any requirement of clause 19 (Financial Covenants) is not satisfied.

21.3 **Other obligations**

- (a) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in clause 21.1 (Non-payment) and clause 21.2 (Financial covenants)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 20 Business Days of the earlier of (A) the Agent giving written notice to the Borrower or (B) the Borrower becoming aware of the failure to comply.

21.4 **Misrepresentation**

Any representation or statement made or deemed to be made by the Borrower in any or all of the Finance Documents or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, unless the underlying circumstances (if capable of remedy) are remedied within 20 Business Days of the earlier to occur of:

- (a) the Agent giving written notice to the Borrower; or
- (b) the Borrower becoming aware of such underlying circumstances.

21.5 **Cross default**

Any:

- (a) Financial Indebtedness of the Borrower or any Material Subsidiary is not paid when due nor within any originally applicable grace period;
- (b) Financial Indebtedness the Borrower or any Material Subsidiary is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);
- (c) commitment for any Financial Indebtedness of the Borrower or any Material Subsidiary is cancelled or suspended by a creditor of the Borrower or any other Material Subsidiary as a result of an event of default (however described); or
- (d) creditor of the Borrower or any Material Subsidiary becomes entitled to declare any Financial Indebtedness of the Borrower or any Material Subsidiary due and payable prior to its specified maturity as a result of an event of default (however described),

**provided that** (i) paragraphs (a) to (d) above shall not apply to any Financial Indebtedness that is owing to a member of the Group and (ii) no Event of Default will occur under this clause 21.5 if at all times the aggregate amount of Financial Indebtedness and/or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above (for any and all of the Borrower and the Material Subsidiaries) is less than the higher of (x) US\$300,000,000 (or its equivalent in any other currency or currencies) and (y) 2.5 per cent. of the Consolidated Net Worth as at such time.

21.6 **Insolvency**

- (a) The Borrower or a Material Subsidiary is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.



- (b) The value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of the Borrower or any Material Subsidiary.

#### 21.7 **Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other formal procedure or step is taken or occurs in relation to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, striking-off, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower or any Material Subsidiary (other than a solvent liquidation or reorganisation constituted by any amalgamation, merger or corporate reconstruction entered into by any Material Subsidiary in each case, to the extent permitted under clause 20.6 (Merger));
  - (ii) a composition or arrangement with any creditor of the Borrower or any Material Subsidiary, or an assignment for the benefit of creditors generally of the Borrower or any Material Subsidiary or a class of such creditors;
  - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Borrower or any Material Subsidiary or any of its assets (other than any solvent liquidation of any Material Subsidiary constituted by any amalgamation, merger or corporate reconstruction entered into by such Material Subsidiary, in each case, to the extent permitted under clause 20.6 (Merger)); or
  - (iv) enforcement of any Security over any assets of the Borrower or any other Material Subsidiary where the aggregate value of any and all of the assets of the Borrower and the Material Subsidiaries that are subject to any or all events and/or circumstances of enforcement of Security is not less than the higher of US\$300,000,000 (or its equivalent in any other currency or currencies) and 2.5 per cent. of Consolidated Net Worth at such time,or any analogous procedure or step is taken in any jurisdiction; or
- (b) any proceeding or case is commenced seeking the Borrower's or any Material Subsidiary's reorganisation, liquidation, dissolution, arrangement or winding-up or the composition or re-adjustment of the Borrower's or any Material Subsidiary's debts under the US Bankruptcy Code or other debtor relief laws of the United States, with consent of the Borrower or any Material Subsidiary (or without the consent of the Borrower or any Material Subsidiary which (A) results in the entry of any order of relief or any order, judgment, decree, adjudication or appointment approving, ordering or giving effecting to the Borrower's or any Material Subsidiary's reorganisation, liquidation, dissolution, arrangement or winding-up or the composition or re-adjustment of the Borrower's or any Material Subsidiary's debts under the US Bankruptcy Code or other debtor relief laws of the United States or (B) remains undismissed or undischarged for a period of 90 days of commencement).

This clause 21.7 shall not apply to any corporate action, legal proceedings or other procedure or step (brought by any person that is not a member of the Group) in relation to the winding-up, administration or dissolution or any analogous procedure or step in any jurisdiction of the Borrower or any Material Subsidiary which is frivolous or vexatious and is discharged, dismissed or struck out within 90 days of commencement.

21.8 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution (or any analogous process in any jurisdiction) affects any asset or assets of the Borrower or any Material Subsidiary and is not discharged within 20 Business Days, and the aggregate value of any and all of the assets of the Borrower and the Material Subsidiaries that are subject to any or all events and/or circumstances of expropriation, attachment, sequestration, distress and/or execution (and/or any analogous process in any jurisdiction) is not less than the higher of US\$300,000,000 (or its equivalent in any other currency or currencies) and 2.5 per cent. of Consolidated Net Worth at such time.

21.9 **Unlawfulness and invalidity**

- (a) It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.
- (b) Subject to the Legal Reservations, any obligation or obligations of the Borrower under any Finance Document are not or cease to be legal, valid, binding or enforceable and such illegality, invalidity, non-binding nature or unenforceability individually or cumulatively materially and adversely affects the interests of the Finance Parties under the Finance Documents.
- (c) Any Finance Document is not or ceases to be in full force and effect.

21.10 **Repudiation**

The Borrower rescinds or purports to rescind or repudiates or purports to repudiate any Finance Document or evidences an intention to rescind or repudiate any Finance Document.

21.11 **Cessation of business**

The Borrower suspends or ceases to carry on all or substantially all of its business or of the business of the Group taken as a whole.

21.12 **Material adverse change**

Any event or circumstance occurs (whether individually or together with other events or circumstances) which has a Material Adverse Effect.

21.13 **Delisting or suspension of Borrower's shares**

- (a) The shares in the Borrower cease to be listed on all Recognised Stock Exchanges; or
- (b) the trading of the shares in the Borrower on all Recognised Stock Exchange is suspended for a period of at least 20 consecutive Trading Days (or such longer period as may be agreed between the Borrower and the Agent (acting on the instructions of the Majority Lenders)), unless such suspension is solely caused by administrative or technical reasons in the system of the relevant Recognised Stock Exchange.

In this clause 21.13, "Trading Day" means a day (other than a Saturday or Sunday) on which the relevant Recognised Stock Exchange is open for trading.

21.14 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

- (a) without prejudice to the participations of any or all of the Lenders in any Loans then outstanding:

- (i) cancel the Commitments (and reduce them to zero), whereupon they shall immediately be cancelled (and reduced to zero); or
  - (ii) cancel any part of any Commitment (and reduce such Commitment accordingly), whereupon the relevant part shall immediately be cancelled (and the relevant Commitment shall be immediately reduced accordingly); and/or
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders,

provided that, if an Event of Default under clause 21.7 (Insolvency proceedings) shall occur in respect of the Borrower in a US court of competent jurisdiction, then without notice to the Borrower or any other person or any other act by the Agent or any other person, the Commitments of the Lenders shall be automatically cancelled and reduced to zero, and all of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents shall automatically become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived.

## 22. CHANGES TO THE PARTIES

### 22.1 Assignments and transfers by the Lenders

Subject to this clause 22, a Lender (the “Existing Lender”) may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the “New Lender”).

### 22.2 Conditions of assignment or transfer

- (a) An Existing Lender shall not assign, transfer or enter into a Voting Participation without prior written consent of the Borrower, unless the assignment or transfer or entry into Voting Participation is:
  - (A) to another Lender or an Affiliate of any Lender, provided that such Affiliate have been established for at least 6 months prior to the Transfer Date primarily for the purpose of making, purchasing or investing in loans or debt securities; or
  - (B) made at a time when an Event of Default is continuing.
- (b) The prior written consent of the Borrower to an assignment or transfer or entry into a Voting Participation must not be unreasonably withheld or delayed. The Borrower will be deemed to have given its consent ten (10) Business Days after the Existing Lender has requested it unless consent is expressly refused by the Borrower within that time.
- (c) A transfer will be effective only if the procedure set out in clause 22.5 (Procedure for transfer) is complied with.

- (d) An assignment will be effective only if the procedure and conditions set out in clause 22.6 (Procedure for assignment) are complied with.
- (e) If:
  - (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
  - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under clause 12 (Tax Gross-up and Indemnities) or clause 13.1(a) (Increased Costs) of this agreement,then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those clauses in respect of those circumstances to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.
- (f) An Existing Lender may not assign or transfer any of its rights or obligations under the Finance Documents or change its Facility Office, if the New Lender or the Existing Lender acting through its new Facility Office would be entitled to exercise any rights under clause 7.1 (Illegality) as a result of circumstances existing at the date the assignment or transfer is proposed to occur.
- (g) Unless agreed with a New Lender, an Existing Lender must bear its own fees, costs and expenses in connection with, or resulting from, an assignment or transfer including, without limitation, any legal fees, taxes, notarial and security registration or perfection fees.

### 22.3 **Assignment or transfer fee**

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of US\$5,000.

### 22.4 **Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
  - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
  - (ii) the financial condition of any member of the Group or any Affiliate of any member of the Group;
  - (iii) the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents; or
  - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
  - (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Borrower, members of

the Group and their related entities in connection with its participation in this agreement and/or the other Finance Documents has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and

- (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower, members of the Group and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
  - (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this clause 22; or
  - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower of its obligations under the Finance Documents or otherwise.

#### 22.5 Procedure for transfer

- (a) Subject to the conditions set out in clause 22.2 (Conditions of assignment or transfer), a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this agreement and delivered in accordance with the terms of this agreement, execute that Transfer Certificate.
- (b) The Agent shall not be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to the relevant New Lender(s).
- (c) On the Transfer Date:
  - (i) in respect of a transfer which is effected pursuant to paragraph (a):
    - (A) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Borrower and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the “**Discharged Rights and Obligations**”);
    - (B) each of the Borrower and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as the Borrower and the New Lender have assumed and/or acquired the same in place of the Borrower and the Existing Lender;
    - (C) the Agent, the Arrangers, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arrangers and the Existing Lender shall each be released

from further obligations to each other under the Finance Documents; and

(D) the New Lender shall become a Party as a “Lender”.

#### 22.6 Procedure for assignment

- (a) Subject to the conditions set out in clause 22.2 (Conditions of assignment or transfer), an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this agreement and delivered in accordance with the terms of this agreement, execute that Assignment Agreement.
- (b) The Agent shall not be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such New Lender.
- (c) On the Transfer Date:
  - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
  - (ii) the Existing Lender will be released by the Borrower and the other Finance Parties from the obligations owed by it (the “**Relevant Obligations**”) and expressed to be the subject of the release in the Assignment Agreement; and
  - (iii) the New Lender shall become a Party as a “Lender” and will be bound by obligations equivalent to the Relevant Obligations.
- (d) An Existing Lender may utilise procedures other than those set out in this clause 22.6 to assign its rights under the Finance Documents (but not, without the consent of the Borrower or unless in accordance with clause 22.5 (Procedure for transfer), to obtain a release by the Borrower from the obligations owed to the Borrower by that Existing Lender nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clause 22.2 (Conditions of assignment or transfer).
- (e) The procedure set out in this clause 22.6 shall not apply to any right or obligation under any Finance Document (other than this agreement) if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of assignment of such right or release or assumption of such obligation or prohibit or restrict any assignment of such right or release or assumption of such obligation, unless such prohibition or restriction shall not be applicable to the relevant assignment, release or assumption or each condition of any applicable restriction shall have been satisfied.

#### 22.7 Copy of Transfer Certificate or Assignment Agreement to Borrower

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement, send to the Borrower a copy of that Transfer Certificate or Assignment Agreement.

22.8 **Breach of Conditions of Assignment or Transfer**

If any Transfer is executed and purported to have effect in breach of the restrictions on transfers set forth in this clause 22 (Changes to the Lenders) that transfer shall be void and deemed not to have occurred, until such time as there has been compliance with the assignment and transfer provisions of this clause 22 (Changes to the Lenders). Any Transfer Certificate may (if required by the Existing Lender) contain an indemnity from the New Lender.

22.9 **Existing consents and waivers**

Each New Lender shall be bound by any consent, waiver, election or decision given or made by the relevant Existing Lender under or pursuant to any Finance Document prior to the coming into effect of the relevant assignment or transfer to such New Lender.

22.10 **Exclusion of Agent's liability**

In relation to any assignment or transfer pursuant to this clause 22, each Party acknowledges and agrees that the Agent shall not be obliged to enquire as to the accuracy of any representation or warranty made by a New Lender in respect of its eligibility as a Lender.

22.11 **Sub-participation**

For the avoidance of doubt, each Lender may, other than a Voting Participation restricted under clause 22.2(a) (Conditions of assignment or transfer), grant sub-participations in respect of any or all of its rights and/or obligations under any Finance Document to any person and no consent of the Borrower shall be required in respect of any such sub-participations.

22.12 **Assignments and transfers to members of the Group**

A Lender may not assign or transfer to any of its rights and/or obligations under any Finance Document to any member of the Group or any Affiliate of any member of the Group any of such Lender's rights or obligations under any Finance Document, except with the prior written consent of all the Lenders.

22.13 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this clause 22, each Lender may without consulting with or obtaining consent from the Borrower, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
- (b) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

- (ii) require any payments to be made by the Borrower other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

22.14 **Assignments and transfers by the Borrower**

The Borrower may not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

23. **ROLE OF THE ADMINISTRATIVE PARTIES**

23.1 **Appointment of the Agent**

- (a) Each of the Arrangers and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each of the Arrangers and the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

23.2 **Instructions**

- (a) The Agent shall:
  - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
    - (A) all Lenders if the relevant Finance Document stipulates the matter is an all-Lender decision; and
    - (B) in all other cases, the Majority Lenders; and
  - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.



- (e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
- (f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.
- (g) The Agent shall act on the instructions of a Lender provided in connection with any split of its Commitment under clause 32.6 (Split voting) and shall not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with such instructions

### 23.3 **Duties of the Agent**

- (a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to clause 22.7 (Copy of Transfer Certificate or Assignment Agreement to Borrower), paragraph (b) above shall not apply to any Transfer Certificate or any Assignment Agreement.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to this agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than to any Administrative Party) under this agreement, it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

### 23.4 **Role of the Arrangers**

Except as specifically provided in the Finance Documents, the Arrangers have no obligations of any kind to any other Party under or in connection with any Finance Document.

### 23.5 **No fiduciary duties**

- (a) Nothing in any Finance Document constitutes any Administrative Party as a trustee or fiduciary of any other person.
- (b) No Administrative Party shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

### 23.6 **Business with the Group**

Any Administrative Party may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

- (a) The Agent may:
    - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised and shall have no duty to verify any signature on any document;
    - (ii) assume that:
      - (A) any instructions received by it from the Majority Lenders, any Lender or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
      - (B) unless it has received notice of revocation, those instructions have not been revoked; and
    - (iii) rely on a certificate from any person:
      - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
      - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
  - (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
    - (i) no Default has occurred (unless it has actual knowledge of a Default arising under clause 21.1 (Non-payment)); and
    - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised.
  - (c) The Agent may engage, and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
  - (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
  - (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
  - (f) The Agent may act in relation to the Finance Documents through its officers, employees and agents.
  - (g) Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this agreement.
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- (h) Notwithstanding any other provision of any Finance Document to the contrary, no Administrative Party is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

**23.8 Responsibility for documentation**

No Administrative Party is responsible or liable for:

- (a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by any Administrative Party, the Borrower or any other person given in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or
- (c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

**23.9 No duty to monitor**

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

**23.10 Exclusion of liability**

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:
  - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct;
  - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, other than by reason of its gross negligence or wilful misconduct; or

- (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including for negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of:
- (A) any act, event or circumstance not reasonably within its control; or
  - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,
- including (in each case) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this clause 23 subject to clause 1.5 (Third party rights) and the provisions of the Third Parties Ordinance.
- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- (d) Nothing in this agreement shall oblige any Administrative Party to conduct:
- (i) any “know your customer” or other procedures in relation to any person; or
  - (ii) any check on the extent to which any transaction contemplated by this agreement might be unlawful for any Lender,
- on behalf of any Lender and each Lender confirms to each Administrative Party that it is solely responsible for any such procedures or check it is required to conduct and that it shall not rely on any statement in relation to such procedures or check made by any Administrative Party.
- (e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent’s liability, any liability of the Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

**23.11 Lenders’ indemnity to the Agent**

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence, in relation to any FATCA-related liability or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to clause 26.11 (Disruption to payment systems etc.), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by the Borrower pursuant to a Finance Document).

**23.12 Resignation of the Agent**

- (a) The Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Finance Parties and the Borrower. If the Agent is removed by the Majority Lenders, then shall be at the cost of the Lenders.
- (b) Alternatively, the Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may appoint a successor Agent.
- (d) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (e) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (f) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (d) above) but shall remain entitled to the benefit of clause 15.3 (Indemnity to the Agent) and this clause 23 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations among themselves as they would have had if such successor had been an original Party.
- (g) After consultation with the Borrower, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.
- (h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents:

- (i) the Agent fails to respond to a request under clause 12.7 (FATCA information) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
- (ii) the information supplied by the Agent pursuant to clause 12.7 (FATCA information) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
- (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

**23.13 Confidentiality**

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.
- (c) The Agent shall not be obliged to disclose to any Finance Party any information supplied to it by the Borrower or any Affiliates of the Borrower on a confidential basis and for the purpose of evaluating whether any waiver or amendment is or may be required or desirable in relation to any Finance Document.

**23.14 Relationship with the Lenders**

- (a) The Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
  - (i) entitled to or liable for any payment due under any Finance Document on that day; and
  - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this agreement.

- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of clause 28.2 (Addresses) and clause 28.5(a)(ii) (Electronic communication) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

23.15 **Credit appraisal by the Lenders**

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to each Administrative Party that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of the Borrower, each other member of the Group and their respective Affiliates;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (d) the adequacy, accuracy and/or completeness of the information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

23.16 **Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

24. **CONDUCT OF BUSINESS BY THE FINANCE PARTIES**

No provision of this agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

25. **SHARING AMONG THE FINANCE PARTIES**

25.1 **Payments to Finance Parties**

If a Finance Party (a "**Recovering Finance Party**") receives or recovers (whether by set-off or otherwise) any amount from the Borrower other than in accordance with clause 26 (Payment Mechanics) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 26 (Payment Mechanics), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the “**Sharing Payment**”) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clause 26.6 (Partial Payments).

#### 25.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) (the “**Sharing Finance Parties**”) in accordance with clause 26.6 (Partial Payments) towards the obligations of the Borrower to the Sharing Finance Parties.

#### 25.3 **Recovering Finance Party’s rights**

- (a) On a distribution by the Agent under clause 25.2 (Redistribution of payments) of a payment received by a Recovering Finance Party from the Borrower, as between the Borrower and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by the Borrower.
- (b) If and to the extent that the Recovering Finance Party is not able to rely on its rights under paragraph (a) above, the Borrower shall be liable to the Recovering Finance Party for a debt equal to the Sharing Payment which is immediately due and payable.

#### 25.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the “**Redistributed Amount**”); and
- (b) as between the Borrower and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the Borrower.

#### 25.5 **Exceptions**

- (a) This clause 25 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause 25, have a valid and enforceable claim against the Borrower.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:



- (i) it notified that other Finance Party of the legal or arbitration proceedings; and
- (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

26. **PAYMENT MECHANICS**

26.1 **Payments to the Agent**

- (a) On each date on which the Borrower or a Lender is required to make a payment under a Finance Document, the Borrower or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

26.2 **Distributions by the Agent**

- (a) Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 26.3 (Distributions to the Borrower) and clause 26.4 (Clawback and pre-funding) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.
- (b) The Agent shall distribute payments received by it in relation to all or any part of a Loan to the Lender indicated in the records of the Agent as being so entitled on that date provided that the Agent is authorised to distribute payments to be made on the date on which any transfer becomes effective pursuant to clause 22 (Changes to the Parties) to the Lender so entitled immediately before such transfer took place regardless of the period to which such sums relate.

26.3 **Distributions to the Borrower**

The Agent may (with the consent of the Borrower or in accordance with clause 27 (Set-off)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

26.4 **Clawback and pre-funding**

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent

together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
  - (i) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and
  - (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

#### 26.5 Impaired Agent

- (a) If, at any time, the Agent becomes an Impaired Agent, the Borrower or a Lender which is required to make a payment under any of the Finance Documents to the Agent for the account of any person in accordance with clause 26.1 (Payments to the Agent) may instead either:
  - (i) pay that amount direct to such person; or
  - (ii) (if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to such person) pay that amount (or the applicable part thereof payable to such person) to an interest-bearing account held with an Acceptable Bank and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Borrower or the Lender making that payment (the "**Paying Party**") and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the "**Recipient Party**" or "**Recipient Parties**"),

and in each case such payments must be made on the due date for payment under the Finance Documents. "**Acceptable Bank**" means a bank or financial institution which has a rating for its long-term unsecured and non-credit-enhanced debt obligations of BBB or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Baa2 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency.

- (b) All interest accrued on any amount standing to the credit of that trust account shall be for the benefit of the Recipient Party or Recipient Parties pro rata to their respective entitlements to such amount.
- (c) A Party which has made a payment in accordance with this clause 26.5 shall be discharged of the applicable obligations to make such payment under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of that trust account.
- (d) Promptly upon the appointment of a successor Agent, each Paying Party which has made a payment to a trust account in accordance with this clause 26.5 (other than to the extent that such Paying Party has given an instruction pursuant to paragraph (e) below with respect to such trust account) shall give all requisite instructions to the bank with whom that trust account is held to transfer the amount of such payment (together with any accrued interest thereon) to the successor Agent for distribution in accordance with clause 26.2 (Distributions by the Agent).

(e) A Paying Party which has made a payment to a trust account (on account of any amount payable by such Paying Party to a Recipient Party) in accordance with this clause 26.5 shall, promptly upon request by that Recipient Party and to the extent:

(i) that it has not given an instruction pursuant to paragraph (d) above (with respect to such trust account); and

(ii) that it has been provided with the necessary information by that Recipient Party,

give all requisite instructions to the bank with whom such trust account is held to transfer such amount (so paid into and held in such account) together with any accrued interest thereon to that Recipient Party.

#### 26.6 Partial payments

(a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Agent shall apply that payment towards the obligations of the Borrower under the Finance Documents in the following order:

(i) **first**, in or towards payment pro rata of any unpaid amount owing to any Administrative Party under the Finance Documents;

(ii) **secondly**, in or towards payment pro rata of any accrued interest, fee (other than as provided in paragraph (i) above) or commission due but unpaid under the Finance Documents;

(iii) **thirdly**, in or towards payment pro rata of any principal due but unpaid under this agreement; and

(iv) **fourthly**, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by the Borrower.

#### 26.7 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### 26.8 Business Days

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this agreement, interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

#### 26.9 Currency of account

(a) Subject to paragraphs (b) to (d) below, US dollars is the currency of account and payment for any sum due from the Borrower under any Finance Document.

- (b) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this agreement, when that interest accrued.
- (c) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (d) Any amount expressed to be payable in a currency other than US dollars shall be paid in that other currency.

**26.10 Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
  - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and
  - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

**26.11 Disruption to payment systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of any Facility or Facilities as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 32 (Amendments and Waivers);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including for negligence, gross

negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 26.11; and

- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

27. **SET-OFF**

A Finance Party may, while an Event of Default is continuing, set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. Each Finance Party shall give notice to the Borrower including reasonable details of any such set-off or conversion promptly after such set-off or conversion.

28. **NOTICES**

28.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by email, fax or letter.

28.2 **Addresses**

The email address, address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Borrower, that identified with its name below;
- (b) in the case of each MLAB, that specified in Part 1 (The MLABs) of schedule 1 (The Original Parties) or as notified in writing to the Agent on or prior to the date on which it becomes a Party;
- (c) in the case of each Mandated Lead Arranger, that specified in Part 2 (The Mandated Lead Arrangers) of schedule 1 (The Original Parties) or as notified in writing to the Agent on or prior to the date on which it becomes a Party;
- (d) in the case of each Lead Arranger, that specified in Part 3 (The Lead Arrangers) of schedule 1 (The Original Parties) or as notified in writing to the Agent on or prior to the date on which it becomes a Party;
- (e) in the case of each Lender, that specified in Part 4 (The Original Lenders) of schedule 1 (The Original Parties) or as notified in writing to the Agent on or prior to the date on which it becomes a Party; and
- (f) in the case of the Agent, that identified with its name below,

or any substitute email address, address, fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five (5) Business Days' notice.

Address for service of communications:

**Borrower:**            Address:            [\*\*]

Email:           [\*\*]  
Fax:             [\*\*]  
**Agent:**        Address:        [\*\*]  
Email:           [\*\*]  
Fax:             [\*\*]  
Tel:             [\*\*]  
Attn:            [\*\*]

**28.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will be effective:
- (i) if by way of fax, only when received in legible form;
  - (ii) if by way of letter, only when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
  - (iii) if by way of email, only when received in legible form by at least one of the relevant email addresses of the person(s) to whom the communication is made,
- and, if a particular department or officer is specified as part of its address details provided under clause 28.2 (Addresses), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose).
- (c) All notices from or to the Borrower shall be sent through the Agent.
- (d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5 pm in the place of receipt shall be deemed only to become effective on the following day.

**28.4 Notification of address and fax number**

Promptly upon changing its address or fax number, the Agent shall notify the other Parties.

**28.5 Electronic communication**

- (a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including by way of posting to a secure website) if those two Parties:
- (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

- (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication as specified in paragraph (a) above to be made between the Borrower and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in paragraph (a) above made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5 pm in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this agreement shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 28.5.

**28.6 Communication when Agent is an Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed to replace such Impaired Agent.

**28.7 English language**

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

**29. CALCULATIONS AND CERTIFICATES**

**29.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

**29.2 Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

30. **PARTIAL INVALIDITY**

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

31. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

32. **AMENDMENTS AND WAIVERS**

32.1 **Required consents**

- (a) Subject to clause 32.2 (All-Lender matters) and clause 32.3 (Other exceptions), any term of the Finance Documents (other than any Fee Letter) may be amended or waived only in writing and with the consent of the Majority Lenders and the Borrower and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 32.

32.2 **All-Lender matters**

Subject to clause 32.5 (Replacement of screen rate), an amendment or waiver that has the effect of changing or which relates to:

- (a) the definition of “**Majority Lenders**” or “**Super Majority Lenders**” in clause 1.1 (Definitions);
- (b) an extension to the date of payment of any amount under the Finance Documents;
- (c) a reduction in the Margin or a reduction in the amount of, or any change in the currency of, any payment of principal, interest, fees or commission payable;
- (d) an increase in, or any change in the currency of, any Commitment, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility or Facilities;
- (e) any provision which expressly requires the consent of all the Lenders;
- (f) a change to the Borrower; or



- (g) Clause 2.3 (Finance Parties' rights and obligations), clause 7.77.8 (Application of prepayments), clause 22 (Changes to the Parties), clause 25 (Sharing among the Finance Parties), this clause 32, clause 39 (Governing Law), or clause 40.1 (Jurisdiction of Hong Kong courts),

shall not be made without the prior consent of all the Lenders.

**32.3 Other exceptions**

An amendment or waiver which relates to the rights or obligations of an Administrative Party (each in their capacity as such) may not be effected without the consent of that Administrative Party, as the case may be.

**32.4 Excluded Commitment**

If any Lender fails to respond to a request for any consent, waiver, amendment of or in relation to any term of any Finance Document or any instruction or vote relating to any other matter under any Finance Document (other than an amendment, waiver or consent referred to in clause 32.5 (Replacement of Screen Rate) ) in each case in respect of any portion of its Commitment within 20 Business Days of that request being made, then (unless the Borrower and the Agent agree to a longer time period in relation to such request):

- (a) the portion of such Lender's Commitment in respect of which it failed to respond shall not be included for the purpose of calculating the Total Commitments of the Lenders, or participations of the Lenders in any or all of the Loans when ascertaining whether the consent, instruction or vote of Lenders holding any applicable percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments and/or participations in any or all of the Loans has been obtained to approve that request; and
- (b) its status as a Lender in respect of the portion of its Commitment(s) in respect of which it failed to respond shall be disregarded for the purpose of ascertaining whether the agreement of all of the Lenders or any specified group of Lenders has been obtained to approve that request.

**32.5 Replacement of Screen Rate**

- (a) Subject to clause 32.3 (Other exceptions), if a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:
  - (i) providing for the use of a Replacement Benchmark; and
  - (ii)
    - (A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;
    - (B) enabling that Replacement Benchmark to be used for the calculation of interest under this agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this agreement);
    - (C) implementing market conventions applicable to that Replacement Benchmark;
    - (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

- (b) If, as at 1 June 2022, this agreement provides that the rate of interest for a Loan is to be determined by reference to the Screen Rate for LIBOR:
- (i) a Screen Rate Replacement Event shall be deemed to have occurred on that date in relation to the Screen Rate; and
  - (ii) the Agent, (acting on the instructions of the Majority Lenders) and the Borrower shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of that Screen Rate from and including a date no later than 30 June 2023.
- (c) If any Lender fails to respond to a request for an amendment or waiver described in, or for any other vote of Lenders in relation to, paragraphs (a) or (b) above within 15 Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:
- (i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and
  - (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

### 32.6 **Split voting**

- (a) For the purposes of responding (or failing to respond) to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of the Lenders under the terms of this agreement, a Lender may split its Commitment into any number of portions and may respond (or fail to respond) or otherwise exercise its rights in respect of each such individual portion on a several basis.
- (b) If a Lender exercises its rights under paragraph (a) above in respect of any part of its Commitment, such Lender shall notify the Agent of the portions into which it has split its Commitment.

## 33. **CONFIDENTIAL INFORMATION**

### 33.1 **Confidentiality**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 33.2 (Disclosure of Confidential Information) and clause 33.3 (Disclosure to numbering service providers), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Any Finance Party may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, insurers, insurance brokers, insurance providers, service providers, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
  - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (iii) appointed by any Finance Party or by a person to whom paragraph (i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including any person appointed under clause 23.14(b) (Relationship with the Lenders));
  - (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (i) or (ii) above;
  - (v) to whom information is required or requested to be disclosed by any court or tribunal of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
  - (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
  - (vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to clause 22.13 (Security over Lenders' rights);
  - (viii) who is a Party; or
  - (ix) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (i), (ii) and (iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
  - (B) in relation to paragraph (iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; or
  - (C) in relation to paragraphs (v), (vi) and (vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances; and
- (c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party; and
  - (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

### 33.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this agreement, the Facilities and/or the Borrower the following information:
  - (i) names of the Borrower;
  - (ii) country of domicile of the Borrower;
  - (iii) place of incorporation of the Borrower;
  - (iv) date of this agreement;
  - (v) clause 39 (Governing Law);
  - (vi) the names of the Agent and the Arrangers;
  - (vii) date of each amendment and restatement of this agreement;

- (viii) amounts of, and names of, the Facilities (and any tranches);
- (ix) amount of Total Commitments;
- (x) currency of the Facilities;
- (xi) type of the Facilities;
- (xii) Final Repayment Date for the Facilities;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and
- (xiv) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this agreement, the Facilities and/or the Borrower by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Borrower represents that none of the information set out in paragraphs (a)(i) to (xiv) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrower and the other Finance Parties of:
  - (i) the name of any numbering service provider appointed by the Agent in respect of this agreement, the Facilities and/or the Borrower; and
  - (ii) the number or, as the case may be, numbers assigned to this agreement, the Facilities and/or the Borrower by such numbering service provider.

#### 33.4 **Entire agreement**

This clause 33 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

#### 33.5 **Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

#### 33.6 **Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 33.2(b)(v) (Disclosure of Confidential Information) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

- (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 33.

33.7 **Continuing obligations**

The obligations in this clause 33 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

- (a) the date on which all amounts payable by the Borrower under or in connection with this agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

34. **CONFIDENTIALITY OF FUNDING RATES**

34.1 **Confidentiality and disclosure**

- (a) The Agent and the Borrower agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.
- (b) The Agent may disclose:
  - (i) any Funding Rate to the Borrower pursuant to clause 8.4 (Notification of rates of interest); and
  - (ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.
- (c) The Agent may disclose any Funding Rate, and the Borrower may disclose any Funding Rate, to:
  - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;
  - (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances;
  - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other

investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances; and

- (iv) any person with the consent of the relevant Lender.

#### 34.2 **Related obligations**

- (a) The Agent and the Borrower acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and the Borrower undertake not to use any Funding Rate for any unlawful purpose.
- (b) The Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender:
  - (i) of the circumstances of any disclosure made pursuant to paragraph 34.1(c)(ii) of clause 34.1 (Confidentiality and disclosure) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
  - (ii) upon becoming aware that any information has been disclosed in breach of this clause 34.

#### 34.3 **No Event of Default**

No Event of Default will occur under clause 21.3 (Other obligations) by reason only of the Borrower's failure to comply with this clause 34.

### 35. **RESTRICTIONS ON DEBT PURCHASE TRANSACTIONS**

#### 35.1 **Prohibition on Debt Purchase Transactions**

The Borrower shall not, and the Borrower shall procure that (except with the prior written consent of the Agent (acting on the instructions of all of the Lenders)) no member of the Group or any Affiliate of any member of the Group shall:

- (a) enter into any Debt Purchase Transaction; or
- (b) be:
  - (i) a Lender; or
  - (ii) a party to a Debt Purchase Transaction of the type referred to in any of paragraphs (b) or (c) of the definition of "**Debt Purchase Transaction**".

#### 35.2 **Notification to other Lenders of Debt Purchase Transactions**

Without prejudice to clause 35.1 (Prohibition on Debt Purchase Transactions) and clause 22.12 (Assignments and transfers to members of the Group), any member of the Group or any Affiliate of any member of the Group which is or becomes a Lender or which enters into a Debt Purchase Transaction as a purchaser, an acquiror or a participant (or similar capacity) shall, by 5.00 pm on the Business Day following the day on which it entered into that Debt Purchase Transaction, notify the Agent of the extent of the Commitment(s), any Loan or any amount(s) outstanding to which that Debt Purchase Transaction relates. The Agent shall promptly disclose such information to the Lenders.

36. **COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

37. **U.S.A. PATRIOT ACT**

The Agent and each Lender hereby notifies the Borrower that pursuant to the requirements of the U.S.A. Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Agent or such Lender to identify the Borrower in accordance with the U.S.A. Patriot Act.

38. **BAIL-IN**

38.1 **Contractual recognition of bail-in**

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

38.2 **Bail-In definitions**

In this clause 38:

**“Bail-In Action”** means the exercise of any Write-down and Conversion Powers;

**“Bail-In Legislation”** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
- (b) in relation to the United Kingdom, the UK Bail-In Legislation;

**“EEA Member Country”** means any member state of the European Union, Iceland, Liechtenstein and Norway;

**“EU Bail-In Legislation Schedule”** means the document described as such and published by the Loan Market Association (or any successor person) from time to time;



“**Resolution Authority**” means any body which has authority to exercise any Write-down and Conversion Powers;

“**UK Bail-In Legislation**” means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or other affiliates (otherwise than through liquidation, administration or other insolvency proceedings); and

“**Write-down and Conversion Powers**” means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (b) in relation to any UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

#### 39. **GOVERNING LAW**

This agreement is governed by the laws of Hong Kong.

#### 40. **ENFORCEMENT**

##### 40.1 **Jurisdiction of Hong Kong courts**

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including any dispute regarding the existence, validity or termination of this agreement) (a “**Dispute**”).
- (b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 40.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

##### 40.2 **Waiver of immunities**

The Borrower irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of its assets (whether before or after judgment); and

- (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

41. **WAIVER OF JURY TRIAL**

Each of the parties to this agreement agrees to waive irrevocably its rights to a jury trial of any claim based upon or arising out of this agreement or any of the documents referred to in this agreement or any transaction contemplated in this agreement. This waiver is intended to apply to all disputes. Each Party acknowledges that (a) this waiver is a material inducement to enter into this agreement, (b) it has already relied on this waiver in entering into this agreement and (c) it will continue to rely on this waiver in future dealings. Each party represents that it has reviewed this waiver with its legal advisers and that it knowingly and voluntarily waives its jury trial rights after consultation with its legal advisers. In the event of litigation, this agreement may be filed as a written consent to a trial by the court.

**IN WITNESS** whereof this agreement has been executed on the date first above written.

**SCHEDULE 1**

**The Original Parties**

**Part 1**

**The MLABs**

<b>Name of MLAB</b>	<b>Notice details</b>
STANDARD CHARTERED BANK (HONG KONG) LIMITED	[**]
THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED	[**]
CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED	[**]
BANK OF CHINA (HONG KONG) LIMITED	[**]
BANK OF CHINA LIMITED, SYDNEY BRANCH, incorporated in the People's Republic of China with limited liability	[**]

## The Mandated Lead Arrangers

Name of Mandated Lead Arranger	Notice details
DBS BANK LTD., incorporated with limited liability under the laws of Singapore	[**]
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED	[**]
AGRICULTURAL BANK OF CHINA LIMITED HONG KONG BRANCH, incorporated in the People's Republic of China with limited liability	[**]
HANG SENG BANK LIMITED	[**]
Bank of America, National Association – Hong Kong Branch, a branch of a national banking association organized and existing with limited liability under the laws of the United States of America	[**]
KOREA DEVELOPMENT BANK, incorporated in the Republic of Korea with limited liability	[**]
KDB ASIA LIMITED	[**]
KOREA DEVELOPMENT BANK BEIJING BRANCH, incorporated in the People's Republic of China	[**]

CRÉDIT INDUSTRIEL ET  
COMMERCIAL, HONG KONG  
BRANCH, incorporated in France  
with limited liability

[\*\*]

## The Lead Arrangers

Name of Lead Arranger	Notice details
CITIBANK, N.A., HONG KONG BRANCH, organized under the laws of U.S.A. with limited liability	[**]
ING BANK N.V., HONG KONG BRANCH, incorporated in the Netherlands with limited liability	[**]

## The Original Lenders

	Name of Original Lender	Notice details	Facility A Commitment (US\$)	Facility B Commitment (US\$)
1.	STANDARD CHARTERED BANK (HONG KONG) LIMITED	[**]	[**]	[**]
2.	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED	[**]	[**]	[**]
3.	AGRICULTURAL BANK OF CHINA LIMITED HONG KONG BRANCH, incorporated in the People's Republic of China with limited liability	[**]	[**]	[**]
4.	BANK OF CHINA LIMITED, SYDNEY BRANCH, incorporated in the People's Republic of China with limited liability	[**]	[**]	[**]
5.	BANK OF CHINA (HONG KONG) LIMITED	[**]	[**]	[**]

	<b>Name of Original Lender</b>	<b>Notice details</b>	<b>Facility A Commitment (US\$)</b>	<b>Facility B Commitment (US\$)</b>
6.	Bank of America, National Association – Hong Kong Branch, a branch of a national banking association organized and existing with limited liability under the laws of the United States of America	[**]	[**]	[**]
7.	CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED	[**]	[**]	[**]
8.	CRÉDIT INDUSTRIEL ET COMMERCIAL, HONG KONG BRANCH, incorporated in France with limited liability	[**]	[**]	[**]
9.	CITIBANK, N.A., HONG KONG BRANCH, organized under the laws of U.S.A. with limited liability	[**]	[**]	[**]
10.	DBS BANK (HONG KONG) LIMITED	[**]	[**]	[**]



	Name of Original Lender	Notice details	Facility A Commitment (US\$)	Facility B Commitment (US\$)
11.	HANG SENG BANK LIMITED	[**]	[**]	[**]
12.	INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED	[**]	[**]	[**]
13.	ING BANK N.V., HONG KONG BRANCH, incorporated in the Netherlands with limited liability	[**]	[**]	[**]
14.	KDB ASIA LIMITED	[**]	[**]	[**]
15.	KOREA DEVELOPMENT BANK BEIJING BRANCH, incorporated in the People's Republic of China	[**]	[**]	[**]
16.	KOREA DEVELOPMENT BANK, incorporated in the Republic of Korea with limited liability	[**]	[**]	[**]
	<b>Total</b>		<b>US\$500,000,000</b>	<b>US\$500,000,000</b>

## Conditions Precedent

1. **BORROWER**

- (a) A copy of the following constitutional documents of the Borrower:
  - (i) Cayman documents:
    - (A) Certificate of incorporation and certificate of incorporation on change of name (if any);
    - (B) Memorandum and articles of association;
    - (C) Register of directors;
    - (D) Register of mortgages and charges;
    - (E) A recent certificate of incumbency; and
    - (F) A recent certificate of good standing.
  - (ii) Hong Kong documents:
    - (A) Certificate of registration; and
    - (B) Current business registration certificate.
- (b) A copy of a resolution of the board of directors of the Borrower:
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents and resolving that it execute the Finance Documents;
  - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.
- (d) A certificate from the Borrower (signed by an authorised signatory) confirming that borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded.
- (e) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this agreement.

2. **LEGAL OPINIONS**

- (a) A legal opinion in relation to Hong Kong law from Ashurst addressed to the Arrangers, the Agent and the Original Lenders, substantially in the form distributed to the Arrangers prior to signing this agreement.

- (b) A legal opinion as to the laws of the Cayman Islands from Walkers (Hong Kong) addressed to the Arranger, the Agent and the Original Lenders, substantially in the form distributed to the Arrangers prior to signing this agreement.

3. **OTHER DOCUMENTS AND EVIDENCE**

- (a) A list of Material Subsidiaries.
- (b) The Original Financial Statements of the Borrower.
- (c) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 11 (Fees) and clause 16 (Costs and Expenses) have been paid or will be paid by the first Utilisation Date.
- (d) All documentation required in order for each Original Lender (as at the date of this agreement) to comply with applicable “know your client” or “client vetting” procedures and the anti-money laundering regulations of each Original Lender.
- (e) A copy of the certificate issued by NDRC (企业借用外债备案登记证明) evidencing the completion of the filing in respect of the Facilities with NDRC in accordance with the applicable requirements of the NDRC Circular 2044.

SCHEDULE 3

Part I

Utilisation Request

From: NetEase, Inc. 網易股份有限公司 as Borrower  
To: Standard Chartered Bank (Hong Kong) Limited as Agent  
Dated:  
Dear Sirs

NetEase, Inc. 網易股份有限公司 – US\$1,000,000,000 Facilities Agreement  
dated [●] (the “Facilities Agreement”)

1. We refer to the Facilities Agreement. This is a Utilisation Request. Terms defined in the Facilities Agreement shall have the same meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:  
Proposed Utilisation Date: [●] (or, if that is not a Business Day, the next Business Day)  
Facility to be utilised: [Facility A]/[Facility B]  
Amount: [●] or, if less, the Available Facility  
Interest Period: [●]
3. We confirm that each condition specified in clause 4.2 (Further conditions precedent) is satisfied on the date of this Utilisation Request.
4. [The proceeds of this Loan should be credited to [account].]
5. This Utilisation Request is irrevocable.

Yours faithfully

.....

Authorised signatory for  
NetEase, Inc.  
網易股份有限公司

Selection Notice

From: NetEase, Inc. 網易股份有限公司 as Borrower  
To: Standard Chartered Bank (Hong Kong) Limited as Agent  
Dated:  
Dear Sirs

**NetEase, Inc. 網易股份有限公司 – US\$1,000,000,000 Facilities Agreement  
dated [●] (the “Facilities Agreement”)**

1. We refer to the Facilities Agreement. This is a Selection Notice. Terms defined in the Facilities Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.
2. [We refer to the following Facility A Loan[s] with an Interest Period ending on [ ]].<sup>1</sup>
3. [We request that the above Facility A Loan[s] be divided into [ ] Facility A Loans with the following Interest Periods:]<sup>2</sup>  
*or*  
[We request that the next Interest Period for the above Facility A Loan[s] is [ ]].<sup>3</sup><sup>4</sup>
4. [We refer to the following Facility B Loan[s] with an Interest Period ending on [ ]].<sup>5</sup>
5. [We request that the above Facility B Loan[s] be divided into [ ] Facility B Loans with the following Interest Periods:]<sup>6</sup>  
*or*  
[We request that the next Interest Period for the above Facility B Loan[s] is [ ]].<sup>7</sup>
6. This Selection Notice is irrevocable.

Yours faithfully

.....

Authorised signatory for

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<sup>1</sup> Insert details of all Facility A Loans which have an Interest Period ending on the same date.  
<sup>2</sup> Use this option if sub-division is not required.  
<sup>3</sup> Use this option if sub-division is not required.  
<sup>4</sup> Facility A Loans only.  
<sup>5</sup> Insert details of all Facility B Loans which (i) have an Interest Period ending on the same date or (ii) the Borrower intends to repay in full in accordance with cl 6.2(c).  
<sup>6</sup> Use this option if sub-division is not required.  
<sup>7</sup> Use this option if sub-division is not required.



## Form of Transfer Certificate

To: Standard Chartered Bank (Hong Kong) Limited as Agent

From: [The Existing Lender] (the Existing Lender) and [The New Lender] (the New Lender)

Dated:

## NetEase, Inc. 網易股份有限公司 – US\$1,000,000,000 Facilities Agreement dated [●] (the “Facility Agreement”)

1. We refer to clause 22.5 (Procedure for transfer) of the Facilities Agreement. This is a Transfer Certificate. Terms used in the Facilities Agreement shall have the same meaning in this Transfer Certificate.
  2. The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with clause 22.5 (Procedure for transfer), all of the Existing Lender's rights and obligations under the Facilities Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Facilities Agreement as specified in the Schedule.
  3. The proposed Transfer Date is [●].
  4. The Facility Office and address, fax number and attention particulars for notices of the New Lender for the purposes of clause 28.2 (Addresses) are set out in the Schedule.
  5. The New Lender expressly acknowledges:
    - (a) the limitations on the Existing Lender's obligations set out in paragraphs (a) and (c) of clause 22.4 (Limitation of responsibility of Existing Lenders); and
    - (b) that it is the responsibility of the New Lender to ascertain whether any document is required or any formality or other condition requires to be satisfied to effect or perfect the transfer contemplated by this Transfer Certificate or otherwise to enable the New Lender to enjoy the full benefit of each Finance Document.
  6. The New Lender confirms that it is a “New Lender” within the meaning of clause 22.1 (Assignments and transfers by the Lenders).
  7. The Existing Lender and the New Lender confirm that the New Lender is not an Affiliate of the Borrower.
  8. The Existing Lender and the New Lender both confirm to Agent that the Borrower consent has been obtained by signing this Transfer Certificate
  9. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
  10. This Transfer Certificate is governed by the laws of Hong Kong.
  11. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.
-

THE SCHEDULE

Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility office address, fax number and attention details for notices and account details for payments]

[Correspondence Bank:

Swift Code:

Account Bank (if app):

Account Bank Swift Code (if app):

Account Name:

Account Number:

Ref:

Attn:]

[Existing Lender]

[New Lender]

By:

By:

This Transfer Certificate is executed by the Agent and the Transfer Date is confirmed as [●].

Standard Chartered Bank (Hong Kong) Limited By:

**Note:** *It is the New Lender's responsibility to ascertain whether any other document is required, or any formality or other condition is required to be satisfied, to effect or perfect the transfer contemplated in this Transfer Certificate or to give the New Lender full enjoyment of all the Finance Documents.*



## Form of Assignment Agreement

To: Standard Chartered Bank (Hong Kong) Limited as Agent and NetEase, Inc. 網易股份有限公司 as Borrower

From: [the Existing Lender] (the Existing Lender) and [the New Lender] (the New Lender)

Dated: [insert date]

**NetEase, Inc. 網易股份有限公司 – US\$1,000,000,000 Facilities Agreement dated [●] (the “Facilities Agreement”)**

1. We refer to the Facilities Agreement. This is an Assignment Agreement. Terms defined in the Facilities Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.
  2. We refer to clause 22.6 (Procedure for assignment) of the Facilities Agreement:
    - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facilities Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Facilities Agreement as specified in the Schedule.
    - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in Loans under the Facilities Agreement specified in the Schedule.
    - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (a) above.
  3. The proposed Transfer Date is [●].
  4. On the Transfer Date, the New Lender becomes Party to the Finance Documents as a Lender.
  5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of clause 28.2 (Addresses) of the Facilities Agreement are set out in the Schedule.
  6. The New Lender expressly acknowledges:
    - (a) the limitations on the Existing Lender's obligations set out in paragraphs (a) and (c) of clause 22.4 (Limitation of responsibility of Existing Lenders) of the Facilities Agreement; and
    - (b) that it is the responsibility of the New Lender to ascertain whether any document is required or any formality or other condition requires to be satisfied to effect or perfect the transfer contemplated by this Assignment Agreement or otherwise to enable the New Lender to enjoy the full benefit of each Finance Document.
  7. The New Lender confirms that it is a “New Lender” within the meaning of clause 22.1 (Assignments and transfers by the Lenders).
  8. The Existing Lender and the New Lender confirm that the New Lender is not an Affiliate of the Borrower.
-

9. The Existing Lender and the New Lender both confirm to Agent that the Borrower consent has been obtained by signing this Assignment Agreement.
10. This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with clause 22.7 (Copy of Transfer Certificate or Assignment Agreement to Borrower) of the Facilities Agreement, to the Borrower of the assignment referred to in this Assignment Agreement.
11. This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.
12. This Assignment Agreement is governed by the laws of Hong Kong.
13. This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

THE SCHEDULE

**Rights to be assigned and obligations to be released and undertaken**

[insert relevant details]

[Facility office address, fax number and attention details for notices and account details for payments]

[Correspondence Bank:

Swift Code:

Account Bank (if app):

Account Bank Swift Code (if app):

Account Name:

Account Number:

Ref:

Attn:]

**[Existing Lender]**

**[New Lender]**

By:

By:

This Assignment Agreement is accepted by the Agent and the Transfer Date is confirmed as [●]

Signature of this Assignment Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

Standard Chartered Bank (Hong Kong) Limited

By:

**Note:** *It is the New Lender's responsibility to ascertain whether any other document is required, or any formality or other condition is required to be satisfied, to effect or perfect the assignment/release/assumption of obligations contemplated in this Assignment Agreement or to give the New Lender full enjoyment of all the Finance Documents.*

Form of Compliance Certificate

To: Standard Chartered Bank (Hong Kong) Limited as Agent

From: NetEase, Inc. 網易股份有限公司 as Borrower

Dated:

Dear Sirs

NetEase, Inc. 網易股份有限公司 – US\$1,000,000,000 Facilities Agreement dated [●] (the “Facilities Agreement”)

1. We refer to the Facilities Agreement. This is a Compliance Certificate. Terms used in the Facilities Agreement shall have the same meaning in this Compliance Certificate.
2. We confirm that: *[Insert details of covenants to be certified including calculations]*
3. We confirm that the financial statements delivered with this Compliance Certificate gives a true and fair view of the consolidated financial condition and operations of the Group as at the end of and during the applicable period to which those financial statements relate.
4. [We confirm that no Default is continuing.]<sup>8</sup>

Signed: .....

Authorised signatory

of

NetEase, Inc. 網易股份有限公司

*[[insert applicable certification language]*

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<sup>8</sup> If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

**SCHEDULE 7****Timetables**

Delivery of a duly completed Utilisation Request (clause 5.1 (Delivery of a Utilisation Request))	10 a.m. Hong Kong time, three (3) Business Days prior to the proposed Utilisation Date
Delivery of a Selection Notice (clause 9.1 (Selection of Interest Periods))	Three (3) Business Days prior to the first day of the next Interest Period
Agent determines (in relation to a Utilisation) the amount of the Loan, if required under clause 5.4 (Lenders' participation) and notifies the Lenders of the Loan in accordance with clause 5.4 (Lenders' participation)	Two (2) Business Days prior to the proposed Utilisation Date
LIBOR is fixed	Quotation Day as at 11 a.m. London time
Reference Bank Rate calculated by reference to available quotations in accordance with clause 10.2 (Calculation of Reference Bank Rate)	Noon London time on the Quotation Day in respect of LIBOR

## Form of Increase Confirmation

To: Standard Chartered Bank (Hong Kong) Limited as Agent

From: [the Increase Lender] (the “Increase Lender”)

Date: [●]

NetEase, Inc. 網易股份有限公司 – US\$1,000,000,000 Facilities Agreement (the “Facilities Agreement”)

1. We refer to the Facilities Agreement. This agreement (the “Agreement”) shall take effect as an Increase Confirmation for the purpose of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to clause 2.2 (Increase) of the Facilities Agreement.
3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the “Relevant Commitment”) as if it was an Original Lender under the Facilities Agreement.
4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the “Increase Date”) is [●].
5. On the Increase Date, the Increase Lender becomes party to the relevant Finance Documents as a Lender.
6. The Facility Office and address, fax number and attention details for notices to the Increase Lender for the purposes of clause 28.2 (Addresses) of the Facilities Agreement are set out in the Schedule.
7. The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in clause 2.2(g) (Increase) of the Facilities Agreement.
8. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
9. This Agreement is governed by the laws of Hong Kong.

Executed as an Agreement.

**Borrower**

NETEASE, INC.

網易股份有限公司

/s/ YANG Zhaoxuan

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By: YANG Zhaoxuan

Title: Chief Financial Officer

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**MANDATED LEAD ARRANGER AND BOOKRUNNER**

**STANDARD CHARTERED BANK (HONG KONG) LIMITED**

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/s/ Julia Chou

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By: Julia Chou

Title: Managing Director  
Regional Head of Financing Solutions, GCM, GCNA

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**MANDATED LEAD ARRANGER AND BOOKRUNNER**

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED**

/s/ Jeff Lim

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By: Jeff Lim

Title: Head of Loans Origination, Hong Kong  
Leveraged & Acquisition Finance  
Global Banking

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**MANDATED LEAD ARRANGER AND BOOKRUNNER**

**CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED**

/s/ Ivan Ma

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By: Ivan Ma

Title: Senior Vice President  
Head of Credit Verification (Corporate Banking)  
Risk Management Division

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**MANDATED LEAD ARRANGER AND BOOKRUNNER**

**BANK OF CHINA (HONG KONG) LIMITED**

/s/ Chan Hoi Man

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By: Chan Hoi Man

Title: Head of Syndication Execution

/s/ Chin Kai Ngan

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By: Chin Lai Ngan

Title: Head of Corporate Credit Execution

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**MANDATED LEAD ARRANGER AND BOOKRUNNER**

Signed for **Bank of China Limited, Sydney Branch** ABN 29 002 979 955  
by its attorney under power of attorney dated 01 MAY 2018 in the presence  
of:

/s/ Danchen Huang  
Witness Signature

Danchen Huang  
Print Name

/s/ Zhibin Xie  
Attorney Signature

Zhibin Xie  
Print Name

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**MANDATED LEAD ARRANGER**

**DBS BANK LTD., incorporated with limited liability under the laws of Singapore**

/s/ SIMON LEUNG

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By: SIMON LEUNG

Title: SENIOR VICE PRESIDENT

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**MANDATED LEAD ARRANGER**

**INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED**

/s/ Carol Cheng

By: Carol Cheng

Title: Loan Syndication  
Global Capital Financing Department

/s/ Raymond Cheng

By: Raymond Cheng

Title: Deputy Head  
Corporate Banking Department

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**MANDATED LEAD ARRANGER**

**AGRICULTURAL BANK OF CHINA LIMITED HONG KONG BRANCH, incorporated in the People's Republic of China with limited liability**

/s/ Patrick Lee

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By: Patrick Lee

Title: Deputy General Manager  
Corporate Banking 2 Dept

/s/ Andy Fung

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By: Andy Fung

Title: General Manager  
Credit Dept

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**MANDATED LEAD ARRANGER**

**HANG SENG BANK LIMITED**

/s/ HEUNG Hon-wing, Frank

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By: HEUNG Hon-wing, Frank  
Title: Head of Structured Finance,  
Commercial Real Estate &  
Corporate Advisory

/s/ Lau Ka Sing, Perry

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By: Lau Ka Sing, Perry  
Title: Department Head,  
Relationship Management  
Corporate Banking

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**MANDATED LEAD ARRANGER**

**Bank of America, National Association – Hong Kong Branch**

/s/ Sandra Wong

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By: Sandra Wong

Title: Vice President

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**MANDATED LEAD ARRANGER**

**KOREA DEVELOPMENT BANK, incorporated in the Republic of Korea with limited liability**

/s/ CHOL WOONG SOO

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By: CHOL WOONG SOO

Title: Head of Cross-Border Finance Team  
International Business Department

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**MANDATED LEAD ARRANGER**

**KDB ASIA LIMITED**

/s/ SEO IN WON

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By: SEO IN WON

Title: Deputy CEO

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**MANDATED LEAD ARRANGER**

**KOREA DEVELOPMENT BANK BEIJING BRANCH, incorporated in the People's Republic of China**

/s/ So Ho Tae

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By: So Ho Tae

Title: General Manager

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**MANDATED LEAD ARRANGER**

**CRÉDIT INDUSTRIEL ET COMMERCIAL, HONG KONG BRANCH, incorporated in France with limited liability**

/s/ Aymeric MICHAUD

By: Aymeric MICHAUD

Title: Head of Corporates  
Structured & Corporate Finance

/s/ William Man

By: William Man

Title: Director  
Structured & Corporate Finance

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**LEAD ARRANGER**

**ING BANK N.V., HONG KONG BRANCH, incorporated in the Netherlands with limited liability**

/s/ Maggie Kwan

By: Maggie Kwan

Title: Head of Corporate Lending, Hong Kong

/s/ James Poon

By: James Poon

Title: Head of Corporate Clients & Corporate  
Finance, China & Hong Kong

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**ORIGINAL LENDER**

**STANDARD CHARTERED BANK (HONG KONG) LIMITED**

/s/ Gao Ying

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By: Gao Ying

Title: Managing Director  
Client Coverage  
Corporate, Commercial and  
Institutional Banking, Hong Kong

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**ORIGINAL LENDER**

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED**

/s/ Michelle S Y LEUNG

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By: Michelle S Y LEUNG

Title: Senior Vice President  
Telecoms, Media and Technology  
Commercial Banking

/s/ Donald J L HE

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By: Donald J L HE

Title: Division Head  
Telecoms, Media and Techonology  
Commercial Banking

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**ORIGINAL LENDER**

**AGRICULTURAL BANK OF CHINA LIMITED HONG KONG BRANCH, incorporated in the People's Republic of China with limited liability**

/s/ Patrick Lee

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By: Patrick Lee

Title: Deputy General Manager  
Corporate Banking 2 Dept

/s/ Andy Fung

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By: Andy Fung

Title: General Manager  
Credit Dept

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**ORIGINAL LENDER**

Signed for **Bank of China Limited, Sydney Branch** ABN 29 002 979 955  
by its attorney under power of attorney dated 01 MAY 2018 in the presence  
of:

/s/ Danchen Huang  
Witness Signature

Danchen Huang  
Print Name

/s/ Zhibin Xie  
Attorney Signature

Zhibin Xie  
Print Name

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**ORIGINAL LENDER**

**BANK OF CHINA (HONG KONG) LIMITED**

/s/ Chan Hoi Man

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By: Chan Hoi Man

Title: Head of Syndication Execution

/s/ Chin Lai Ngan

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By: Chin Lai Ngan

Title: Head of Corporate Credit Execution

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**ORIGINAL LENDER**

**CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED**

/s/ Ivan Ma

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By: Ivan Ma

Title: Senior Vice President  
Head of Credit Verification (Corporate Banking)  
Risk Management Division

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**ORIGINAL LENDER**

**CRÉDIT INDUSTRIEL ET COMMERCIAL, HONG KONG BRANCH, incorporated in France with limited liability**

/s/ Aymeric MICHAUD

By: Aymeric MICHAUD

Title: Head of Corporates  
Structured & Corporate Finance

/s/ William Man

By: William Man

Title: Director  
Structured & Corporate Finance

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**ORIGINAL LENDER**

CITIBANK, N.A., HONG KONG BRANCH, organized under the laws of U.S.A. with limited liability

/s/ James Arnold

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By: James Arnold

Title: Director

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**ORIGINAL LENDER**

**DBS BANK (HONG KONG) LIMITED**

/s/ Yen Lian CHANG

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By: Yen Lian CHANG

Title: Senior Vice President

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**ORIGINAL LENDER**

**HANG SENG BANK LIMITED**

/s/ HEUNG Hon-wing, Frank

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By: HEUNG Hon-wing, Frank  
Title: Head of Structured Finance,  
Commercial Real Estate &  
Corporate Advisory

/s/ Lau Ka Sing, Perry

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By: Lau Ka Sing, Perry  
Title: Department Head,  
Relationship Management,  
Corporate Banking

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**ORIGINAL LENDER**

**INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ASIA) LIMITED**

/s/ Carol Cheng

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By: Carol Cheng

Title: Loan Syndication  
Global Capital Financing Department

/s/ Raymond Cheng

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By: Raymond Cheng

Title: Deputy Head  
Corporate Banking Department

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**ORIGINAL LENDER**

**ING BANK N.V., HONG KONG BRANCH, incorporated in the Netherlands with limited liability**

/s/ Maggie Kwan

By: Maggie Kwan

Title: Head of Corporate Lending, Hong Kong

/s/ James Poon

By: James Poon

Title: Head of Corporate Clients & Corporate  
Finance, China & Hong Kong

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**ORIGINAL LENDER**

**KDB ASIA LIMITED**

/s/ SEO IN WON

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By: SEO IN WON

Title: Deputy CEO

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**ORIGINAL LENDER**

**KOREA DEVELOPMENT BANK BEIJING BRANCH, incorporated in the People's Republic of China**

/s/ So Ho Tae

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By: So Ho Tae

Title: General Manager

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**ORIGINAL LENDER**

**KOREA DEVELOPMENT BANK, incorporated in the Republic of Korea with limited liability**

/s/ CHOI, WOONG SOO

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By: CHOI, WOONG SOO

Title: Head of Cross-Border Finance Team  
International Business Department

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AGENT

STANDARD CHARTERED BANK (HONG KONG) LIMITED

/s/ Chung Tin Wan

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By: Chung Tin Wan

Title: DIRECTOR

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(Certain identified information has been excluded from this exhibit because it is both not material and is the type that the registrant treats as private or confidential)

EXECUTION VERSION



## Amendment Agreement

NETEASE, INC.

網易股份有限公司

as Borrower

and

STANDARD CHARTERED BANK (HONG KONG) LIMITED

as Agent

relating to a US\$1,000,000,000 facilities  
agreement dated 2 June 2021

2021

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THIS AMENDMENT AGREEMENT is made on 23 September 2021

**BETWEEN:**

- (1) **NETEASE, INC. 網易股份有限公司**, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number 90896 whose registered office is at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands and registered under the laws of Hong Kong as a registered non-Hong Kong company (CR No. F27838) whose registered office is at 8/F, Chuang's Tower, 30-32 Connaught Road Central, Central, Hong Kong and listed on HKSE and NASDAQ (HKSE: 9999; NASDAQ: NTES) ("**Borrower**"); and
- (2) **STANDARD CHARTERED BANK (HONG KONG) LIMITED**, a public company incorporated under the laws of Hong Kong with limited liability and having its registered office at 32/F, 4-4A Des Voeux Road, Central Hong Kong as agent of the Finance Parties (other than itself) ("**Agent**").

**WHEREAS:**

- (A) The parties to this agreement entered into a US\$1,000,000,000 facilities agreement dated 2 June 2021 together with the financial institutions listed therein as mandated lead arrangers and bookrunners, mandated lead arrangers, lead arrangers and original lenders (the "**Facilities Agreement**").
- (B) The parties to this agreement have agreed to enter into this agreement in order to amend the terms of the Facilities Agreement in the manner set out below.
- (C) The Agent is entering into this agreement for itself and on behalf of the other Finance Parties, with the consent of all the Lenders, pursuant to clause 32.1 (Required consents) of the Facilities Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

- (a) Unless a contrary intention appears in this agreement, any word or expression defined in the Facilities Agreement will have the same meaning when it is used in this agreement.
- (b) In this agreement:
  - "**Amendment Effective Date**" means the date on which the Agent notifies the Borrower that all the conditions precedent listed in schedule 1 (Conditions Precedent) have been fulfilled to its satisfaction;
  - "**Amended Facilities Agreement**" means the Facilities Agreement as amended in accordance with this agreement; and
  - "**Upfront Fee Letter**" means the Fee Letter referred to in clause 11.2 (Upfront fee) of the Facilities Agreement.

1.2 **Construction**

Clause 1.2 (Construction) of the Facilities Agreement will be deemed to be set out in full in this agreement, but as if references in that clause to the Facilities Agreement were references to this agreement.

1.3 **Third party rights**

- (a) A person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the "**Third Parties Ordinance**") to enforce or to enjoy the benefit of any term of this agreement.
- (b) Notwithstanding any term of any Finance Document (including paragraph (a) above), the consent of any person who is not a Party is not required to rescind, vary or waive any provision of this agreement at any time.

2. **AMENDMENT OF FACILITIES AGREEMENT**

2.1 **Amendment**

- (a) The Facilities Agreement will be amended with effect from (and including) the Amendment Effective Date as follows:
  - (i) "Availability Period" in clause 1.1 (Definitions) of the Facilities Agreement shall be deleted in full and replaced by the following:

*"Availability Period" means:*

    - (a) *in relation to Facility A, the period from and including the date of this agreement to and including the date falling ten (10) months from the date of this agreement; and*
    - (b) *in relation to Facility B, the period from and including the date of this agreement to and including the date falling 59 months from the date of this agreement;*
  - (ii) Paragraph (b) of clause 1.6 (Effective Date) of the Facilities Agreement shall be deleted in full and replaced by the following:

*(b) In the event that the Effective Date does not occur by the date falling nine (9) months and three (3) weeks from the date of this agreement (the "**Termination Date**"), this agreement shall automatically terminate in its entirety on the Termination Date except such termination shall not relieve any party from any liability hereunder for any misrepresentation or for the breach of any warranty, agreement or obligation hereunder.*
  - (iii) The address for service of communications of the Agent in clause 28.2 (Addresses) of the Facilities agreement shall be deleted in full and replaced by the following:

*Agent: Address: [\*\*]*  
*Email: [\*\*]*  
*Fax: [\*\*]*  
*Tel: [\*\*]*  
*Attn: [\*\*]*
- (b) Paragraph 2.1(b) of the Upfront Fee Letter shall be deleted in full and replaced by the following with effect from (and including) the Amendment Effective Date:

*(b) the date immediately following the last day of the Availability Period of Facility A, provided that the Effective Date has occurred.*

**2.2 Amendment Effective Date**

- (a) The Agent will notify the Borrower and the Lenders promptly when the Amendment Effective Date occurs.
- (b) If the Amendment Effective Date has not occurred by the Termination Date (as defined under the Facilities Agreement), then clauses 2.1 (Amendment) and 3 (Status of Documents) will lapse and none of the amendments recorded in clause 2.1 (Amendment) will take effect.

**3. STATUS OF DOCUMENTS**

**3.1 Continuing Obligations**

- (a) Except as varied by the terms of this agreement, the Facilities Agreement, the Upfront Fee Letter and the other Finance Documents will remain in full force and effect subject to their terms. Each party to this agreement reconfirms all of its obligations under the Facilities Agreement (as amended by this agreement) and under the other Finance Documents.
- (b) Any reference in the Finance Documents to the Facilities Agreement, the Upfront Fee Letter or to any provision of the Facilities Agreement or the Upfront Fee Letter will be construed as a reference to the Facilities Agreement, the Upfront Fee Letter or that provision, as amended by this agreement.

**3.2 Finance Document**

This agreement will constitute a Finance Document for the purposes of the Amended Facilities Agreement.

**4. REPRESENTATIONS AND WARRANTIES**

The Borrower makes to each Finance Party each of the Repeating Representations, in each case:

- (a) on the date of this agreement and on the Amendment Effective Date; and
- (b) by reference to the facts and circumstances then existing; and
- (c) on the basis that references in the Repeating Representations to the Finance Documents include this agreement,

and acknowledges that each Finance Party has entered into this agreement and has agreed to the amendment and restatement effected by this agreement in full reliance on those representations and warranties.

**5. MISCELLANEOUS**

**5.1 Expenses**

The Borrower shall, promptly on demand, pay each Finance Party the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution, syndication and perfection of this agreement and all documents referred to in this agreement.

5.2 **Invalidity of any provision**

If, at any time, any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

5.3 **Counterparts**

This agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this agreement.

6. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

6.1 **Governing law**

This agreement is governed by the laws of Hong Kong.

6.2 **Jurisdiction of Hong Kong courts**

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including any dispute regarding the existence, validity or termination of this agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 6.2 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

6.3 **Waiver of immunities**

The Borrower irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of its assets (whether before or after judgment); and
- (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

**IN WITNESS** whereof this agreement has been duly executed on the date first above written.

## SCHEDULE 1

### Conditions Precedent

#### 1. FORMALITIES CERTIFICATE

A certificate from the Borrower (signed by an authorised signatory):

- (a) confirming that there has been no amendment to its constitutional documents since 2 June 2021 or, if there has been any such amendment, attaching a certified copy of such amended constitutional documents;
- (b) confirming that the extract of resolutions of the board of directors of the Borrower passed on 17 May 2021 (the "**Directors Resolutions**") is a true and correct copy of the extract of the resolutions of the board of directors of the Borrower which have been duly adopted by or on behalf of each director of the Borrower. Each of the resolutions set out in the Directors Resolutions remain in full force and effect without modification and the Directors Resolutions constitute all corporate action necessary on the part of the Company to approve this agreement and to authorise the signing of this Agreement and the giving of any communications or the taking of any other action required under or in connection with this agreement on behalf of the Borrower;
- (c) confirming that the persons listed in Annexure I of the officer's certificate delivered pursuant to the Facilities Agreement on 4 June 2021 (the "**Original Officer's Certificate**") occupy the positions stated against their respective names (and were occupying those positions on the date of this agreement) and that any one of them has in the Directors Resolutions been authorised to sign this agreement and all other documents in connection with this agreement and the signatures appearing opposite their names in the Original Officer's Certificate are their true specimen signatures.
- (d) confirming that borrowing or guaranteeing, as appropriate, the Total Commitments in accordance with the terms of the Amended Facilities Agreement would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded;
- (e) certifying that each copy document relating to it specified in this schedule is correct, complete and in full force and effect as at a date no earlier than the date of this agreement.

#### 2. AMENDMENT DOCUMENTS

This agreement duly executed by the Borrower and the Agent.

Signatories To The Amendment Agreement

**Borrower**

NETEASE, INC.

網易股份有限公司

/s/ YANG Zhaoxuan

---

By: YANG Zhaoxuan

Title: Chief Financial Officer

---



AGENT

STANDARD CHARTERED BANK (HONG KONG) LIMITED

/s/ Lam Tze Kit

---

By: Lam Tze Kit

Title: Director

---

(Certain identified information has been excluded from this exhibit because it is both not material and is the type that the registrant treats as private or confidential)

**DATED** 1 April **2021**

**USD300,000,000 REVOLVING LOAN FACILITY AGREEMENT**

**BETWEEN**

**YOUDAO, INC.**

**and**

**NETEASE, INC.**

---

THIS FACILITY AGREEMENT is entered into on 1 April, 2021 (the “Effective Date”), by and between the following Parties:

- (1) Youdao, Inc., a company with limited liability incorporated under the laws of Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “Borrower”); and
- (2) NetEase, Inc., a company with limited liability incorporated under the laws of Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “Lender”).

## BACKGROUND

The Lender has agreed to provide the Borrower an unsecured revolving loan facility on the date of this agreement (the “Agreement”) to provide funds for the Borrower to support its general corporate requirements set forth herein.

For purpose of this Agreement, the Lender and the Borrower are hereinafter individually referred to as a **Party**, and collectively as the **Parties**.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

The following definitions apply in this Agreement.

“**Business Day**” means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by law to be closed in the PRC and Hong Kong.

“**Availability Period**” means the period from the Effective Date to the date falling 35 months after the Effective Date.

“**Drawdown Date**” means the date of advance of a Loan.

“**Interest Period**” means each period determined under this Agreement by reference to which interest on a Loan is calculation.

“**LIBOR**” means, in relation to any Interest Period the rate displayed on page LIBOR01 of the Reuters screen (or any replacement page which displays that rate) on two London Business Days before the first day of the relevant Interest Period, or any other rate agreed between the Borrower and the Lender prior to the commencement of that Interest Period. If the relevant page is replaced or the service ceases to be available, the Lender may specify another page or service displaying the appropriate rate at which deposits in the USD are being offered to leading banks in the London interbank market. If, in either case, that rate displayed is less than zero, LIBOR shall be deemed to be zero.

“**Loan**” means the principal amount of the loan made or to be made by the Lender to the Borrower under Loan Drawdown Notice or (as the context requires) the principal amount outstanding for the time being of that loan.

“**London Business Day**” means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

“**Margin**” means 1.1% per annum.

“**Material Adverse Effect**” means any material adverse effect on (i) the business or financial condition of the Borrower, including but not limited to material deterioration of business conditions, serious losses, insolvency; (ii) the ability of the Borrower to perform its payment obligations under this Agreement; or (iii) the validity, legality or enforceability of this Agreement, or the rights and remedies of the Lender under this Agreement.

“**PRC**” means the People’s Republic of China.

“**Final Maturity Date**” means the date falling 36 months after the Effective Date of this Agreement.

“**Facility Amount**” means USD300,000,000 on the Effective Date.

“**USD**” means the lawful currency of the United States of America.

## 1.2 Interpretation

In this Agreement, to the extent applicable,

- (a) clause, schedule and paragraph headings shall not affect the interpretation of this Agreement;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) a reference to a Party shall include that Party’s successors, permitted assigns and permitted transferees;
- (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (f) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (g) a reference to **writing** or **written** includes fax and email;
- (h) a reference to this **Agreement** (or any provision of it) or to any other agreement or document referred to in this Agreement is a reference to this

Agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Agreement) from time to time;

- (i) unless the context otherwise requires, a reference to a clause or schedule is to a clause of, or schedule to, this Agreement and a reference to a paragraph is to a paragraph of the relevant schedule;
- (j) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (k) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (l) a reference to an **authorization** includes an approval, authorization, consent, exemption, filing, licence, notarisation, registration and resolution; and
- (m) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization.

## **2. THE FACILITY**

- 2.1 Subject to the terms of this Agreement, the Lender grants to the Borrower a revolving loan facility under which the Lender shall make available to the Borrower Loans during the Availability Period up to the Facility Amount.
- 2.2 The agreement principal amount of the Loans made available by the Lender during the Availability Period shall not exceed the Facility Amount.

## **3. THE LOAN**

- 3.1 Subject to the terms of this Agreement, the Borrower may borrow a Loan during the Availability Period by delivering a completed Loan Drawdown Notice, form of which is set out in Schedule A, two (2) Business Days before the proposed date of drawdown. The form and substance of Loan Drawdown Notice shall be satisfactory to the Lender.
- 3.2 The principal amount of each Loan shall be in a minimum of USD2,000,000 and an integral multiple of USD2,000,000 (or if less, the balance of the undrawn Facility Amount)
- 3.3 The currency of each drawdown shall be USD or any other currency mutually agreed by the Lender and the Borrower.
- 3.4 In case of any inconsistency between the contents of the Loan Drawdown Notice and the provisions hereof, this Agreement shall prevail.

**4. PURPOSE**

The Borrower shall use all money borrowed under this Agreement for the purposes below only and not for any other proposes:

- (a) research and development expenses of the Borrower;
- (b) sales and marketing expenses of the Borrower;
- (c) capital injection into subsidiaries;
- (d) making advances to subsidiaries or affiliates; and
- (e) share repurchases.

**5. INTEREST PERIOD**

- 5.1 Each Loan has successive Interest Periods.
- 5.2 Each Interest Period for a Loan will start on its Drawdown Date or on the expiry of its preceding Interest Period and will be of a duration equal to the Interest Period stated in the Loan Drawdown Notice of that Loan.
- 5.3 The Interest Period that the Borrower may select in the Loan Drawdown Notice will be 1 month or 3 months.
- 5.4 If an Interest Period would otherwise overrun the Final Maturity Date, it shall be shortened so that it ends on the Final Maturity Date.
- 5.5 The Borrower may consolidate and/or split the Loans borrowed by it by written notice to the Lender provided that there will not be, as a result of such consolidation and/or splitting, more than four (4) Loans in aggregate borrowed by the Borrower under this Agreement with Interest Period that end on different days. Loans which have been consolidated shall be treated as one Loan.
- 5.6 The Lender and the Borrower may enter into such other arrangement as they may agree for the adjustment of Interest Periods and the consolidation and/or splitting of Loans borrowed by the Borrower.

**6. INTEREST**

- 6.1 The interest rate on each Loan for each of its Interest Period is the percentage rate per annum which is the aggregate of the applicable LIBOR and Margin.
- 6.2 Accrued interest at the rates determined by the Lender in accordance with above on each Loan is payable by the Borrower on the last day of each Interest Period for that Loan.

- 6.3 Interests for a Loan under this Agreement shall be calculated on the basis of the actual number of days used and a year with 360 days.
- 6.4 If the Borrower fails to pay on the due date any amount payable by it under this Agreement, the rate of interest will be equal to the aggregate of:
- (a) LIBOR;
  - (b) the Margin; and
  - (c) Default interest 2 % per annum.

**7. REPAYMENT**

- 7.1 The Borrower may repay a Loan together with accrued interests any time before the Final Maturity Date, only if the Borrower provides a written notice to the Lender three (3) Business Days before the date of actual repayment and set out which specific Loan is to be repaid.
- 7.2 Loans repaid during the Availability Period can be re-borrowed during the Availability Period, provided that the aggregate principal amount of the Loans does not exceed the Facility Amount. Notwithstanding any other terms and conditions, all the unpaid Loans and the accrued interests become mature on the Final Maturity Date.
- 7.3 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.
- 7.4 All payments made by the Borrower under this Agreement shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding.

**8. REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Lender which are deemed to be repeated at all times as from the Effective Date of this Agreement until all its liabilities under this Agreement have been discharged:

- 8.1 The Borrower has the power and capacity to execute and perform its obligations under this Agreement.
- 8.2 The execution and performance of this Agreement by Borrower do not violate any laws or regulations or government approvals, authorizations, notices or other governmental documents having binding effect on or affecting Borrower, nor do they violate any agreements between the Borrower and any third party or any covenant made to any third party.

- 8.3 This Agreement shall constitute lawful, valid and enforceable obligations on the Borrower upon execution.
- 8.4 There are no pending disputes, litigations, arbitrations, administrative proceedings or any other legal proceedings relating to or involving the Borrower that may have a Material Adverse Effect.
- 8.5 The Borrower shall ensure that at all times any unsecured claims of the Lender against it under this Agreement rank at least pari passu with the claims of all its other unsecured creditors except those creditors whose claims are mandatorily preferred by laws.
- 8.6 No Event of Default is continuing or might be expected to result from any drawdown.

## **9. COVENANTS**

The Borrower covenants with the Lender that, as from the Effective Date of this Agreement until all its liabilities under this Agreement have been discharged:

- 9.1 The Borrower will promptly, after becoming aware of them, notify the Lender of any material litigation, arbitration or administrative proceedings or claim against it.
- 9.2 The Borrower will comply, in all respect, with all applicable laws, if failure to do so has or is reasonably likely to have a Material Adverse Effect on its ability to perform its obligations under this Agreement.
- 9.3 The Borrower will refrain from taking any action that may have a Material Adverse Effect on its ability to perform its obligations under this Agreement.
- 9.4 The Borrower will not use the revolving loan for any purpose other than the purposes set out in Clause 4 under this Agreement, except with the prior written consent of the Lender.
- 9.5 The Borrower will be subject to the Lender's inspection and supervision of the use of revolving loan under this Agreement. The Borrower shall provide financial accounting statements and other information in a timely manner at the request of the Lender.
- 9.6 The Borrower will procure no other event or circumstance occurs which is reasonably likely to have a Material Adverse Effect on its ability to perform its obligations under this Agreement.

## **10. EVENT OF DEFAULT**

### **10.1 Non-payment**

The Borrower does not pay on the due date any amount payable pursuant to this Agreement in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by administrative or technical error; or



- (b) payment is made within five (5) Business Days of its due date.

10.2 Misrepresentation

Any representation or statement made or deemed to be made by the Borrower in this Agreement or any other document delivered by or on behalf of the Borrower under or in connection with this Agreement is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

10.3 Insolvency

- (a) The Borrower is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

- (b) A moratorium is declared in respect of any indebtedness of the Borrower.

10.4 Illegality

- (a) It is or becomes unlawful for the Borrower to perform any of its obligations under this Agreement.

- (b) Any obligations of the Borrower under any this Agreement are not or cease to be legal, valid, binding or enforceable.

**11. LENDER'S RIGHT TO DEMAND REPAYMENT**

If the Borrower breaches any provisions or causes any Event of Default of this Agreement or is reasonably believed by the Lender suffering a Material Adverse Effect, the Lender reserves the right

- (a) to unilaterally rescind this Agreement and demand repayment of the principal and accrued interests of the revolving loan in full. The Borrower shall, within three (3) Business Days of receiving such written notice, repay such principal and accrued interests of the loan in full as required by the Lender; and

- (b) to reduce the Facility Amount to zero,

and the Borrower shall compensate the Lender for any reasonable actual direct economic losses caused by the Borrower's breaches under this Agreement;

**12. ACCOUNTS AND CERTIFICATES**

12.1 The Lender shall maintain accounts evidencing the amounts owed to it by the Borrower, in accordance with its usual practice. Entries in those accounts shall be *prima facie* evidence of the existence and amount of the Borrower's obligations as recorded in them.

- 12.2 If the Lender issues any certificate, determination or notification of a rate or any amount payable under this Agreement, it shall be (in the absence of manifest error) conclusive evidence of the matter to which it relates.
- 13. AMENDMENTS, WAIVERS AND CONSENTS AND REMEDIES**
- 13.1 No amendment of this Agreement shall be effective unless it is in writing and signed by, or on behalf of, each Party to it (or its authorized representative).
- 13.2 A waiver of any right or remedy under this Agreement or by law, or any consent given under this Agreement, is only effective if given in writing by the waiving or consenting Party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.
- 13.3 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Agreement by the Lender shall be effective unless it is in writing.
- 13.4 The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 14. SEVERANCE**
- If any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Agreement.
- 15. ASSIGNMENT AND TRANSFER**
- The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Agreement without the Lender's prior express written consent.
- The Lender may assign any of its rights or transfer by novating any of its rights and obligations under this Agreement to an affiliate of the Lender according to the procedure at its own discretion at any time without prior written consent of the Borrower.

**16. COUNTERPARTS**

This Agreement may be executed in counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but the counterparts shall together constitute one and the same instrument. The exchange of a fully executed version of this Agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement and no exchange of originals is necessary.

**17. THIRD PARTY RIGHTS**

A person who is not a Party to this agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Ordinance.

**18. NOTICES**

18.1 Any notice or other communication given to a Party under or in connection with, this Agreement shall be:

- (a) in writing;
- (b) delivered by hand, by email, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:
  - (i) the Borrower at:  
[\*\*]
  - (ii) the Lender at:  
[\*\*]

or to any other address or fax number as is notified in writing by one Party to the other from time to time.

18.2 Any notice or other communication that the Lender gives to the Borrower under or in connection with, this Agreement shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if delivered by email, at the time it transmitted the e-mail to the e-mail address provided by the intended recipient;
- (c) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (d) if sent by fax, when received in legible form.

18.3 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

**19. GOVERNING LAW AND JURISDICTION**

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, Hong Kong law.

19.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Center (HKIAC) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong.

**20. VALIDITY**

This Agreement become effective on the date stated at the beginning of it and end on the Final Maturity Date. This Agreement could be extended if Parties mutually agree and sign an extending loan agreement within 30 days prior to the expiration of the Final Maturity Date.

**The Borrower:**  
**YOUDAO, INC.**

/s/ Feng Zhou

**By: Feng Zhou (Chief Executive Officer)**

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The Lender:  
NETEASE, INC.

/s/ Charles Zhaoxuan Yang

By: Charles Zhaoxuan Yang (Chief Financial  
Officer)

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## Loan Drawdown Notice

From: Youdao, Inc. as Borrower  
 To: NetEase, Inc. or its assignee as Lender  
 Date:

**Youdao, Inc. – USD300,000,000 Revolving Facility Agreement dated \_\_\_\_\_ 2021 (the “Facility Agreement”)**

- We refer to the Facility Agreement. This is a Loan Drawdown Notice. Terms defined in the Facility Agreement shall have the same meaning in this Loan Drawdown Notice.
- We wish to borrow a Loan on the following terms. This Loan Drawdown Notice is irrevocable.

Lender	NetEase, Inc. or its assignee		
Borrower	Youdao Inc.		
Loan Purpose			
Borrower Bank Account Details	Bank Name		
	Bank SWIFT Code		
	Account Name		
	Account Number		
Loan Currency		Loan Amount	
Interest Rate	LIBOR + 1.1%	Interest Period	1 or 3 months
Drawdown Date		Final Maturity Date	

For and on behalf of:  
**YOUDAO, INC.**

Acknowledged by:  
**[NETEASE, INC. or its assignee]**

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Authorized Signatory

## CERTIFICATION

I, William Lei Ding, certify that:

1. I have reviewed this annual report on Form 20-F of NetEase, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 28, 2022

By: /s/William Lei Ding  
Name: William Lei Ding  
Title: Chief Executive Officer

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## CERTIFICATION

I, Charles Zhaoxuan Yang, certify that:

1. I have reviewed this annual report on Form 20-F of NetEase, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 28, 2022

By: /s/Charles Zhaoxuan Yang  
Name: Charles Zhaoxuan Yang  
Title: Chief Financial Officer

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

Ladies and Gentlemen:

In connection with the annual report of NetEase, Inc. (the "Company") on Form 20-F for the year ended December 31, 2021 as filed with the Securities and Exchange Commission (the "Report"), I, William Lei Ding, the Chief Executive Officer of the Company, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

This Certificate has not been, and shall not be deemed, "filed" with the Securities and Exchange Commission.

Date: April 28, 2022

By: /s/William Lei Ding

Name: William Lei Ding

Title: Chief Executive Officer

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

Ladies and Gentlemen:

In connection with the annual report of NetEase, Inc. (the "Company") on Form 20-F for the year ended December 31, 2021 as filed with the Securities and Exchange Commission (the "Report"), I, Charles Zhaoxuan Yang, the Chief Financial Officer of the Company, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

This Certificate has not been, and shall not be deemed, "filed" with the Securities and Exchange Commission.

Date: April 28, 2022

By: /s/Charles Zhaoxuan Yang  
Name: Charles Zhaoxuan Yang  
Title: Chief Financial Officer

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No.333-100069, No.333-164249 and No.333-234189) of NetEase, Inc. of our report dated April 28, 2022 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
PricewaterhouseCoopers Zhong Tian LLP  
Beijing, the People's Republic of China  
April 28, 2022

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**Our ref** KON/302157-000001/23232652v1  
**Direct tel** +852 3690 7595  
**E-mail** Katherine.Ng@maples.com

NetEase, Inc.  
NetEase Building, No. 599 Wangshang Road  
Binjiang District, Hangzhou, 310052  
People's Republic of China

April 28, 2022

Dear Sir

**Re: NetEase, Inc.**

We have acted as legal advisors as to the laws of the Cayman Islands to NetEase, Inc., 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 December 31, 2021 (the "**Annual Report**").

We hereby consent to the reference of our name under the headings "Item 10. Additional Information – E. Taxation – Cayman Islands Taxation" and "Item 10. Additional Information – E. Taxation – Enforcement of Civil Liabilities" in the Annual Report.

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

/s/Maples and Calder (Hong Kong) LLP

Maples and Calder (Hong Kong) LLP

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中倫律師事務所  
ZHONG LUN LAW FIRM

上海市浦东新区世纪大道8号国金中心二期6/10/11/16/17层，邮编 200120  
6/10/11/16/17F, Two IFC, 8 Century Avenue, Pudong New Area, Shanghai 200120, P. R. China  
电话/Tel: +86 21 6061 3666 传真/Fax: +86 21 6061 3555  
网址: www.zhonglun.com

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To **NETEASE, INC.**  
NetEase Building, No. 599 Wangshang Road  
Binjiang District, Hangzhou  
Zhejiang Province, PRC

April 28, 2022

Dear Sir/Madam:

We consent to the reference to our firm under the headings of “Enforcement of Civil Liabilities” in NETEASE, INC.’s Annual Report on Form 20-F for year ended December 31, 2021, which will be filed with the Securities and Exchange Commission.

In giving such consent, we do not hereby 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.

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Yours faithfully,

/s/ Zhong Lun Law Firm

Zhong Lun Law Firm

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