

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

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**FORM 20-F**

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(Mark One)

**Registration statement pursuant to Section 12(b) or 12(g) of the Securities Exchange Act of 1934**

or

**Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934  
For the fiscal year ended December 31, 2014.**

or

**Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

or

**For the transition period from                      to**

**Shell company report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of event requiring this shell company report

Commission file number: 001-35147

**Renren 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)

**1/F, North Wing**

**18 Jiuxianqiao Middle Road**

**Chaoyang District, Beijing 100016**

**People's Republic of China**

(Address of principal executive offices)

**Ashley Kwok Wai Law, acting Chief Financial Officer**

**Telephone: +86 (10) 8448-1818**

**Email: ir@renren-inc.com**

**1/F, North Wing**

**18 Jiuxianqiao Middle Road**

**Chaoyang District, Beijing 100016**

**People's Republic of China**

(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

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

Title of Each Class  
American depository shares, each  
representing three Class A ordinary shares  
Class A ordinary shares, par value US\$0.001  
per share\*

Name of Each Exchange on Which Registered  
The New York Stock Exchange

\*Not for trading, but only in connection with the listing on The New York Stock Exchange of American depository shares ("ADSs"). Currently, each ADS represents three Class A ordinary shares.

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

**None**

(Title of Class)

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

**None**

(Title of Class)

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

As of December 31, 2014, 720,040,971 Class A ordinary shares, par value US\$0.001 per share and 305,388,450 Class B ordinary shares, par value US\$0.001 per share were outstanding.

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 and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted 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 and post such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

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

In this annual report, except where the context otherwise requires and for purposes of this annual report only:

- “Activated users” refers to the number of Renren user accounts that have been registered and activated. Our users may register with us through their mobile phone number or their email address. Following registration by mobile phone number, the mobile phone will receive an SMS verification code, which must be entered to activate the account. Following registration by email address, an email containing an activation link will automatically be sent to the user’s email address, and the user must then activate by clicking the link. Not all registered users activate the accounts they register with us.
- “ADSs” refers to our American depositary shares, each of which represents three Class A ordinary shares.
- “Monthly unique log-in users” refers to the number of different user accounts from which Renren Mobile App or *renren.com* has been logged onto during a given month.
- The “PRC” or “China” refers to the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.
- “Preferred shares” refers to our previously issued and outstanding series A and series B convertible preferred shares and series C and series D convertible redeemable preferred shares, par value US\$0.001 per share.
- “Shares” or “ordinary shares” refer to, following the completion of our initial public offering in May 2011, collectively, our Class A and Class B ordinary shares, par value US\$0.001 per share, and, prior to the completion of our initial public offering, our ordinary shares, par value US\$0.001 per share; and except as otherwise indicated, all share and per share data in this annual report gives retroactive effect to the ten-for-one share split that became effective on March 25, 2011.
- “SNS” refers to social networking services.
- “We,” “us,” “our company,” and “our” refer to Renren Inc. and its subsidiaries, its consolidated affiliated entities, and subsidiaries of its consolidated affiliated entities.

Our financial statements are expressed in U.S. dollars, which is our reporting currency. Certain Renminbi figures in this annual report are translated into U.S. dollars solely for the reader’s convenience. Unless otherwise noted, all convenience translations from Renminbi to U.S. dollars in this annual report were made at a rate of RMB6.2046 to US\$1.00, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board on December 31, 2014. We make no representation that any Renminbi or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or Renminbi, as the case may be, at any particular rate, at the rate stated above, or at all.

## FORWARD-LOOKING STATEMENTS

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

You can identify some of these forward-looking statements by words or phrases such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “is/are likely to” or other similar expressions. These forward-looking statements include statements relating to:

- our goals and strategies;
- our future business development, financial condition and results of operations;

- expected changes in our revenues and certain cost and expense items;
- the expected growth of the SNS, online games, online advertising and internet finance businesses in China;
- our expectations regarding demand for and market acceptance of our services;
- our expectations regarding the retention and strengthening of our relationships with advertisers;
- changes in technology affecting our business, and our company's responses to these changes;
- our investment plans to enhance our user experience, infrastructure and service offerings;
- competition in our industry in China;
- the performance of our strategic and financial investments; and
- relevant government policies and regulations relating to our industry.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, and business strategy. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect, and our actual results could be materially different from our expectations. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. You should read thoroughly this annual report and the documents that we refer to with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements with these cautionary statements.

The forward-looking statements made in this annual report relate only to events or information as of the date on which the statements are made in this annual report. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

## PART I

### **Item 1. Identity of Directors, Senior Management and Advisers**

Not applicable.

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

Not applicable.

### **Item 3. Key Information**

#### **A. Selected Financial Data**

##### **Selected Consolidated Financial Data**

The following selected consolidated statement of operations data for the three years ended December 31, 2012, 2013 and 2014 and the selected consolidated balance sheet data as of December 31, 2013 and 2014 have been derived from our audited consolidated financial statements included elsewhere in this annual report. Our selected consolidated statement of operations data for the years ended December 31, 2010 and 2011 and our selected consolidated balance sheet data as of December 31, 2010, 2011 and 2012, except for the impact of retrospective adjustments for the deconsolidation of nuomi.com, our social commerce business, which we ceased to control on October 26, 2013, Qingting, our automobile advertisement business, which we ceased to control on October 31, 2013, and 56.com, our online video business, which we ceased to control on December 1, 2014, both of which have been classified as discontinued operations, have been derived from our audited consolidated financial statements not included in this annual report.

The selected consolidated financial data should be read in conjunction with, and are qualified in their entirety by reference to, our audited consolidated financial statements and related notes and “Item 5—Operating and Financial Review and Prospects” in this annual report. Our consolidated financial statements are prepared and presented in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. Due to the retrospective adjustments, our results of operations for the years ended December 31, 2010, 2011, 2012 and 2013 and financial positions as of December 31, 2010, 2011, 2012 and 2013 are not directly comparable to the financial data reported in our previously filed annual reports.

Our historical results do not necessarily indicate results expected for any future periods.

	Year ended December 31,				
	2010	2011	2012	2013	2014
	(in thousands of US\$, except for share, per share and per ADS data)				
<b>Summary Consolidated Statement of Operations</b>					
<b>Data:</b>					
Net revenues	\$ 75,328	\$ 109,510	\$ 154,827	\$ 147,947	\$ 82,954
Cost of revenues	16,596	24,536	49,794	54,280	47,972
Gross profit	58,732	84,974	105,033	93,667	34,982
Operating expenses(1):					
Selling and marketing	20,115	37,420	47,926	62,198	38,340
Research and development	22,949	37,234	71,558	77,956	50,675
General and administrative	7,400	15,299	33,577	49,275	51,429
Impairment of intangible assets	739	446	—	208	714
Impairment of goodwill	—	—	—	—	46,864
Restructuring cost	—	—	—	3,475	6,354
Total operating expenses	51,203	90,399	153,061	193,112	194,376
(Loss) income from operations	7,529	(5,425)	(48,028)	(99,445)	(159,394)
Other income	—	2,338	2,446	1,039	636
Change in fair value of warrants	(74,364)	—	—	—	—
Exchange (loss) gain on dual currency deposit/offshore bank accounts	3,781	7,753	(1,769)	1,476	(2,277)
Interest income	328	9,577	20,029	12,778	12,677
Realized gain on short-term investments	—	50,911	4,317	56,022	139,265
Gain on disposal of cost method investment	40	—	—	—	—
Impairment of short-term investments	—	—	—	(2,098)	—
Impairment of equity method investments	—	—	—	(23,025)	—
Impairment of cost method investment	—	(79)	—	—	—
(Loss) income before provision of income tax and earnings (loss) in equity method investments and noncontrolling interest, net of income taxes	(62,686)	65,075	(23,005)	(53,253)	(9,093)
Income tax (expenses) benefit	1,364	(640)	(1,384)	3,980	(6,517)

**Year ended December 31,**

	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>(in thousands of US\$, except for share, per share and per ADS data)</b>					
(Loss) income before earnings (loss) in equity method investments and noncontrolling interest, net of income taxes	(61,322)	64,435	(24,389)	(49,273)	(15,610)
Earnings (loss) in equity method investments, net of income taxes	—	1,320	(7,471)	20,317	49,015
Income (loss) from continuing operations	(61,322)	65,755	(31,860)	(28,956)	33,405
Loss from the operations of the discontinued operations, net of income taxes	(4,174)	(24,751)	(43,193)	(40,068)	(30,809)
Gain on disposal of discontinued operations, net of income taxes	1,341	—	—	—	—
Gain on deconsolidation of the subsidiaries, net of income taxes	—	—	—	132,665	489
Gain on disposal of equity method investment, net of income taxes	—	—	—	—	56,993
Gain (loss) from discontinued operations, net of income taxes	(2,833)	(24,751)	(43,193)	92,597	26,673
Net income (loss)	(64,155)	41,004	(75,053)	63,641	60,078
Net loss attributable to the noncontrolling interest	—	252	27	92	382
Net income (loss) from continuing operations attributable to Renren Inc.	(61,322)	66,007	(31,833)	(28,864)	33,787
Net income (loss) from discontinued operations attributable to Renren Inc.	(2,833)	(24,751)	(43,193)	92,597	26,673
Net income (loss) attributable to Renren Inc.	\$ (64,155)	\$ 41,256	\$ (75,026)	\$ 63,733	\$ 60,460
Net income (loss) per share:					
Net income (loss) per share from continuing operations attributable to Renren Inc. shareholders:					
Basic	\$ (0.30)	\$ 0.08	\$ (0.03)	\$ (0.03)	\$ 0.03
Diluted	\$ (0.30)	\$ 0.07	\$ (0.03)	\$ (0.03)	\$ 0.03
Net income (loss) per share from discontinued operations attributable to Renren Inc. shareholders:					
Basic	\$ (0.01)	\$ (0.03)	\$ (0.04)	\$ 0.08	\$ 0.03
Diluted	\$ (0.01)	\$ (0.03)	\$ (0.04)	\$ 0.08	\$ 0.03
Net income (loss) per share attributable to Renren Inc. shareholders:					
Basic	\$ (0.31)	\$ 0.05	\$ (0.07)	\$ 0.06	\$ 0.06
Diluted	\$ (0.31)	\$ 0.05	\$ (0.07)	\$ 0.06	\$ 0.06
Net income (loss) attributable to Renren Inc. shareholders per ADS(2):					
Basic	\$ (0.94)	\$ 0.15	\$ (0.20)	\$ 0.17	\$ 0.17
Diluted	\$ (0.94)	\$ 0.14	\$ (0.20)	\$ 0.17	\$ 0.17

**Year ended December 31,**

	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>(in thousands of US\$, except for share, per share and per ADS data)</b>					
Weighted average number of shares used in calculating net income (loss) per ordinary share from continuing operations attributable to Renren Inc. shareholders:					
Basic	244,613,530	850,670,583	1,151,659,545	1,118,091,879	1,059,446,436
Diluted	244,613,530	901,340,381	1,151,659,545	1,118,091,879	1,067,631,709
Weighted average number of shares used in calculating net income (loss) per ordinary share from discontinued operations attributable to Renren Inc. shareholders:					
Basic	244,613,530	850,670,583	1,151,659,545	1,118,091,879	1,059,446,436
Diluted	244,613,530	901,340,381	1,151,659,545	1,130,739,922	1,067,631,709

(1) Including share-based compensation expenses as set forth below:

	<b>Year ended December 31,</b>				
	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>(in thousands of US\$)</b>					
Allocation of Share-based Compensation Expenses:					
Cost of revenues	\$ —	\$ —	\$ —	\$ 184	\$ 83
Selling and marketing	121	414	356	155	201
Research and development	572	1,628	1,511	889	1,072
General and administrative	2,105	3,227	7,820	13,306	19,513
	<u>2,798</u>	<u>5,269</u>	<u>9,687</u>	<u>14,534</u>	<u>20,869</u>
Expenses from the discontinued operations	—	254	1,210	1,604	2,735
Total share-based compensation expenses	<u>\$ 2,798</u>	<u>\$ 5,523</u>	<u>\$ 10,897</u>	<u>\$ 16,138</u>	<u>\$ 23,604</u>

(2) Each ADS represents three Class A ordinary shares.

	<b>As of December 31,</b>				
	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>(in thousands of US\$)</b>					
<b>Summary Consolidated Balance Sheet Data:</b>					
Cash and cash equivalents	\$ 136,063	\$ 284,643	\$ 207,438	\$ 154,308	\$ 183,025
Term deposits	—	702,680	550,000	492,699	494,065
Short-term investments	62,318	53,393	147,045	301,995	29,384
Accounts receivable, net	12,815	14,911	18,402	15,958	18,044
Total current assets	437,519	1,116,970	952,734	1,122,587	763,203
Total assets	456,474	1,278,008	1,201,813	1,385,686	1,149,153
Total current liabilities	25,391	60,487	90,119	115,262	46,044
Total liabilities	25,907	67,463	96,683	115,418	46,774
Series C convertible redeemable preferred shares	28,520	—	—	—	—
Series D convertible redeemable preferred shares	571,439	—	—	—	—
Total equity (deficit)	\$ (169,392)	\$ 1,210,545	\$ 1,105,130	\$ 1,270,268	\$ 1,102,379



**B. Capitalization and Indebtedness**

Not applicable.

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

Not applicable.

**D. Risk Factors**

**Risks Related to Our Business and Industry**

*If we fail to continually anticipate user preferences and provide attractive services and applications, we may not be able to increase the size and level of engagement of our user base.*

The success of our business depends on our ability to grow our user base and keep our users highly engaged. In order to attract and retain users, we must continue to innovate and introduce services and applications that our users find enjoyable. If we fail to anticipate and meet the needs of our users, the size and engagement level of our user base may decrease. Furthermore, because of the viral nature of social networking, users may switch to our competitors' services more quickly than in other online sectors, despite the fact that it would be time-consuming for them to restart the process of establishing connections with friends and post photos and other content via one of our competitor's services. We suffered a significant drop in monthly unique log-in users in 2013 and in average amount of time that unique log-in users spent on our platform in 2014. Our monthly unique log-in users decreased from approximately 56 million in December 2012 to approximately 45 million in December 2013 and then increased to approximately 46 million as of December 2014. The average amount of time that unique log-in users spent on our platform increased from approximately 7.6 hours in 2012 to approximately 7.7 hours in 2013 and then decreased to approximately 4.0 hours in 2014. A decrease in the number of our users or the amount of time they spend on our platform would render our services less attractive to users and advertisers and may decrease our revenues, which may have a material and adverse effect on our business, financial condition and results of operations.

In addition, since a substantial number of users of our new services and products over the years had already been users of *renren.com* and Renren Mobile App, the two components of our SNS platform, we believe the new services we may pursue will depend upon our ability to maintain and increase the user base for our SNS platform, the level of user engagement on our platform and the stickiness of our platform. If we are unable to maintain or increase the size and level of engagement of our user base for our SNS platform, the performance of our new services may be materially and adversely affected.

*We face significant competition in almost every aspect of our business. If we fail to compete effectively, we may lose market share and our business, prospects and results of operations may be materially and adversely affected.*

We face significant competition in almost every aspect of our business. In our social networking business, we compete with companies and services such as Tencent's WeChat, QQ mobile, and Q-zone, SINA's Weibo, and Momo. In our online games business, we primarily compete with companies such as Tencent, Qihu360 and Kunlun. Competition with these services in the mobile landscape is as intense as with their PC counterparts, if not more so. We also compete for online advertising revenues with other websites that sell online advertising services in China.

Some of our competitors have significantly larger user bases and more established brand names and may be able to effectively leverage their user bases and brand names to provide integrated internet communication, online games, social networking and other products and services available over the internet via mobile devices and personal computers and increase their respective market shares. We may also face potential competition from global social networking service providers that seek to enter the China market. Some of our competitors may have longer operating histories and significantly greater financial, technical and marketing resources than we do, and in turn may have an advantage in attracting and retaining users and advertisers. If we are not able to effectively compete, our user base and level of user engagement may decrease, which could make us less attractive to advertisers and materially and adversely affect our ability to maintain and increase revenues from online advertising, and which may also reduce the number of paying users that purchase our internet value-added services, or IVAS. Similarly, we may be required to spend additional resources to further increase our brand recognition and promote our services in order to compete effectively, especially with respect to marketing other new services to capture market share, which could adversely affect our profitability.

In addition, we compete for advertising budgets with traditional advertising media in China, such as television and radio stations, newspapers and magazines, and major out-of-home media. If online advertising as a new marketing channel does not become more widely accepted in China, we may experience difficulties in competing with traditional advertising media.

We started our internet finance business in 2014 and we primarily compete with established banks and lending companies in China such as Qufenqi.com and Fenqile.com in online consumer financing services. Failure of our internet finance business to achieve or maintain more widespread market acceptance against our competitors could harm our business and results of operations. If we are not able to develop services that attracted to our target customers and compete effectively, we may not be able to grow our user base and may be required to incur significant expenses for user acquisition, which could adversely affect our financial results.

***We may not be able to successfully expand and monetize our mobile internet services.***

An important element of our strategy is to continue to expand our mobile internet services. We have made significant efforts in recent years to develop new mobile applications to capture a greater share of the growing number of users that access social networking, online games and other internet services through smart phones and other mobile devices. The mobile percentage of our monthly total user time spent on *renren.com* was 69.1%, 79.2% and 87.9% in December 2012, 2013 and 2014, respectively, and the number of our monthly unique mobile users who accessed Renren SNS decreased from 17.8 million in December 2012 to 14.7 million in December 2013 before subsequently increasing to 20.5 million in December 2014. If we are unable to attract and retain a substantial number of mobile device users, or if we are slower than our competitors in developing attractive services that are adapted for such devices, we may fail to capture a significant share of an increasingly important portion of the market for our services or lose existing users, either of which may have a material adverse effect on our business, financial condition and results of operations.

Furthermore, aside from mobile games, we are in the midst of experimenting with multiple early monetization strategies for our mobile internet services. Advertisers currently spend significantly less on advertising on mobile devices as compared to advertising on personal computers, and we cannot assure you that advertisers will in the future increase their spending on advertising on mobile devices. As our users continue to allocate more time on our mobile services instead of our traditional PC services, mobile monetization will become increasingly important as a path to profitability. Accordingly, if we are unable to successfully implement monetization strategies for our mobile users and if our users continue to increasingly access our services through mobile devices as a substitute for access through personal computers, our revenue and financial results may be negatively affected.

***We may not be able to further grow our online games business.***

We rely on our online games business for a substantial percentage of our revenues. Net revenues from our online games business accounted for 57.8%, 57.8% and 44.7% of our total net revenues in 2012, 2013 and 2014, respectively. Going forward, we expect that revenues from the online games business will continue to be a significant percentage of our total net revenues. Reliance on the online games business subjects us to a number of risks:

- Continuing to source new games that appeal to our game players is an important part of our business expansion plans. Our ability to source and distribute successful new games further depends on our ability to anticipate and effectively respond to changing game player interests and preferences and technological advances in a timely manner, to attract, retain and motivate talented game development personnel and to execute effectively our game distribution plans. There can be no assurance that we will be successful in each of these areas.
- We are dependent on hit titles as a large percentage of our online game revenues. For example, in 2012, 2013 and 2014 our top five games contributed 68.4%, 69.3% and 68.4% of our online games revenues, respectively, which comprised 35.1%, 37.6% and 30.6% of our total revenues for 2012, 2013 and 2014, respectively. Online games have a finite commercial lifespan and tend to become less popular after a few years. Furthermore, we are shifting most of our focus onto mobile games, and mobile games typically have shorter life spans than PC games. If our hit titles start to decrease in popularity and we do not have follow-up hit titles in our pipeline, our revenues may be negatively affected.
- While we have been operating in the online games business since 2007, including PC-only plus cross-platform PC and mobile games, our shift to focus primarily on the operation and distribution of mobile and cross-platform games and new gaming genres puts us in a very competitive sector that involves many inherent risks. There can be no assurance that our strategy of providing mobile games and cross-platform games will be successful.
- Our users download our mobile games from direct-to-consumer digital storefronts such as Apple's App Store and Google's Play Store. The terms and conditions between the store operators and the application developers governing the promotion, distribution and operation of applications, including mobile games, are normally standardized and non-negotiable. If the store operators believe the terms and conditions have been violated, they have the right to suspend or terminate a developer's account. In addition, if we are unable to maintain a good relationship with each platform, or if our mobile games were unavailable on these platforms for any prolonged period of time, our business may suffer. For example, our games were temporarily removed from Apple's Appstore in 2012. After communicating with Apple to address their inquiries, these games were restored. We have since enhanced our internal processes to ensure inquiries or concerns from store operators are responded to quickly and properly.
- If we are unable to successfully capture and retain a significant portion of the growing number of Android users that accesses online games, we may lose users, which may have a material adverse effect on our business.
- We have shifted from developing games in-house to licensing games from third-party design studios, reducing the size of our gaming team in the process. We depend upon our licensors to provide technical support necessary for the operation of the licensed games. We must maintain good relationships with our licensors to continue to source new games with reasonable revenue-sharing terms and ensure the continued smooth operation of our licensed games. We may incur additional costs and may face significant risks when we license our games outside of China and seek to expand our operations to select markets, such as the United States and Asia. If we fail to successfully manage these risks, our growth and business prospects could be materially and adversely affected.

***Our strategy to acquire or invest in complementary businesses and establish strategic alliances involves significant risk and uncertainty that may prevent us from achieving our objectives and harm our financial condition and results of operations.***

As part of our plan to continue to grow our user base and improve our user experience, from time to time we consider opportunities to acquire, invest in or partner with other companies that bring us complementary or new users, technologies or services. Strategic acquisitions and investments may subject us to uncertainties and risks, including:

- costs and difficulties associated with integrating acquired businesses and managing a larger business;
- potentially significant goodwill impairment charges;
- potential ongoing financial obligations and unforeseen or hidden liabilities;
- failure to achieve our intended objectives, benefits or revenue-enhancing opportunities;

- high acquisition and financing costs;
- potential claims or litigation regarding our board’s exercise of its duty of care and other duties required under applicable law in connection with any of our significant acquisitions or investments approved by the board; and
- diversion of our resources and management attention.

Failure to address these uncertainties and risks could have a material adverse effect on our liquidity, financial condition and results of operations. In addition, we may from time to time attempt to achieve our objectives of enhancing our user experience, broadening the appeal of our platform and increasing the number of our users by establishing strategic alliances with various third parties, including through our Renren Open Platform program. Strategic alliances with third parties could subject us to a number of risks, including risks associated with sharing proprietary information, non-performance by the counter-party, and an increase in expenses incurred in establishing new strategic alliances, any of which may materially and adversely affect our business and results of operations.

***The business opportunities for social networking, online games, internet finance and other internet services in China are continually evolving and may not grow as quickly as expected, in ways that are consistent with other markets, or at all.***

Our business and prospects depend on the continual development of emerging internet business models in China, including those for social networking, online games and internet finance. Our main internet services have distinct business models which may differ from models for these businesses in other markets, such as the United States, and that are in varying stages of development and monetization. We cannot assure you that the industries in which we operate in China will continue to grow as rapidly as they have in the past, in ways that are consistent with other markets, or at all. With the development of technology, new internet services may emerge which may render our existing service offerings less attractive to users. The growth and development of the social networking, online game and internet finance industries is affected by numerous factors, such as the macroeconomic environment, regulatory changes, technological innovations, development of internet and internet-based services, users’ general online experience, cultural influences and changes in tastes and preferences. If these internet industries do not grow as quickly as expected or at all, or if we fail to benefit from such growth by successfully implementing our business strategies, our business and prospects may be adversely affected.

***If we fail to keep up with the technological developments and users’ changing requirements, our business and prospects may be materially and adversely affected.***

The social networking, online game and internet finance industries are subject to rapid and continual changes in technology, user preferences, such as the movement of our user base from personal computers to mobile devices, the nature of services offered and business models. Our success will depend on our ability to keep up with the changes in technology and user behavior resulting from technological developments. If we do not adapt our services to such changes in an effective and timely manner, we may suffer from decreased user traffic, which may result in a reduced number of advertisers for our online advertising services or a decrease in their advertising spending. In addition, if we adopt new technologies which turn out to be less proven, and user experience suffers as a result, our users may use our platform less often. Furthermore, changes in technologies may require substantial capital expenditures in product development as well as in modification of products, services or infrastructure. We may not successfully execute our business strategies due to a variety of reasons such as technical hurdles, misunderstanding or erroneous prediction of market demand or lack of necessary resources. Failure to keep up with technological developments may result in our platform being less attractive, which in turn may materially and adversely affect our business and prospects.

***The laws and regulations governing the internet finance business in China are developing and evolving and subject to changes.***

Due to the relatively short history of the internet finance business in China, the PRC government has not adopted a clear regulatory framework governing the industry. As a result, substantial uncertainties exist regarding the evolution of the regulatory system and the interpretation and implementation of current and future PRC laws and regulations applicable to the internet finance services industry. If new PRC internet financing regulations promulgated in the future require us to comply with additional requirements in order to continue to conduct any aspect of our business operations, we may not be able to comply in a timely fashion, or at all. In addition, we cannot guarantee that our current practices comply with regulations that may be promulgated in the future, and we may be required to change our business practices, fined or penalized by regulators, or ordered to cease operations due to any non-compliance in the future. If any of these situations occur, our business, financial condition and prospects would be materially and adversely affected.

***We have experienced net losses in the past, and you should consider our prospects in light of the risks and uncertainties fast-growing companies in evolving industries with limited operating histories, such as ours, may be exposed to or encounter.***

We had a loss from continuing operations of US\$31.9 million and US\$29.0 million in 2012 and 2013, respectively. Our net loss from continuing operations in 2012 was primarily due to substantial investments in research and development, particularly those related to mobile initiatives, as well as investment in our video sharing business 56.com, which we acquired in October 2011, and loss in equity method investments, net of income taxes, due to investments we made in 2011 and 2012. Our net loss from continuing operations in 2013 was mainly due to increased investment in our business operations, particularly mobile-related initiatives, and impairment of our investments in equity method investments. We expect that, for the foreseeable future, investments in mobile and internet finance initiatives will continue to constitute significant expenses decreasing our income or increasing our loss from continuing operations.

In addition to the foregoing, our results of operations for the past three years were affected by costs and expenses required to build, operate and expand our SNS platform, grow our user base, promote our Renren brand, develop our own products and services, license third-party products and applications, and make other strategic investments. We expect that we will continue to incur significant research and development, marketing and other costs to launch new services and grow our user and advertiser bases. In particular, our plan to continue focusing our strategy on mobile opportunities and internet finance business, with increasing effort to experiment with different monetization models, including mobile games, mobile advertising and online consumer financing services, will result in significant costs and expenses. The profitability of these strategies has yet to be proven.

We recorded net income from continuing operations of US\$33.4 million in 2014. Our ability to maintain net income from continuing operations is affected by various factors, some of which are beyond our control. For example, revenues and the profitability of our online games business depend on our ability to license and distribute games from third parties that are attractive to our user base. In addition, our revenues and profitability depend on the continuous development of the online advertising industry in China and advertisers' allocation of more of their budgets to SNS websites. We cannot assure you that online advertising will become more widely accepted in China or that advertisers will increase their spending on SNS websites. In 2014 we have begun to provide internet finance services via an online market place by offering installment purchase plans to college students to shop on our platform and various e-commerce platforms in China, but it is still at a very early stage and remains relatively small. We may incur net losses in the future and you should consider our future prospects in light of the risks and uncertainties experienced by early stage companies, and companies following the migration of their users from PC to mobile, in evolving industries such as the SNS, online games and internet finance industries in China.

***We rely on online advertising for a sizeable proportion of our revenues. If the online advertising industry in China or advertisers' willingness to advertise on our SNS platform grow slower than expected or decline, our revenues, profitability and prospects may be materially and adversely affected.***

In 2012, 2013 and 2014, online advertising accounted for 31.7%, 28.1% and 32.4%, respectively, of our total net revenues. Consequently, our profitability and prospects depend in part on the continuous development of the online advertising industry and are impacted by the amount of our advertising clients' budgets which are devoted to advertising on social networking services in China. Advertising on social networking services is a fairly new marketing channel in China, and those companies which are willing to begin advertising online may decide to utilize more established methods or channels for online advertising, such as the more established Chinese internet portals or search engines. As social network users in China continue to spend the majority of their time on mobile, the pace at which advertisers adopt SNS mobile advertising solutions will also largely impact the success of our business. We believe the reduction in our advertising revenue in 2013 and 2014 was due in part to the intensified competition for users across China's SNS landscape, our major competitors' increasing market share, the continuing shift of our user time to mobile, which we did not begin to monetize until late 2013, and the increasingly competitive landscape for online advertising revenue among the major websites in China offering SNS and other mobile communication services. Further, we may be unable to respond adequately to changing trends in online advertising or advertiser demands or preferences, technological innovation and improvements in the measurement of user traffic and online advertising, and technological developments more generally. In this regard, the migration of our user traffic from PC to mobile, which ramped up in 2012 and further increased since then, has had an adverse impact on our online advertising revenues, as advertisers have, to date, spent considerably less money advertising on mobile devices. If the online advertising market size, particularly the mobile advertising market, does not increase from current levels, we are unable to successfully compete and capture a sufficient share of that market or we are unable to generate meaningful advertising revenues from mobile devices, our ability to maintain or increase our current level of online advertising revenues and our profitability and prospects could be materially and adversely affected.

***Renren user growth and engagement on mobile devices depend upon effective operation with mobile operating systems, networks, and standards that we do not control.***

There is no guarantee that popular mobile devices will continue to feature Renren, or that mobile device users will continue to use Renren rather than competing products. We are dependent on the interoperability of Renren with popular mobile operating systems that we do not control, such as iOS, Android and Windows, and any changes in such systems that degrade our products' functionality or give preferential treatment to competitive products could adversely affect Renren usage on mobile devices. Additionally, in order to deliver high quality mobile products, it is important that our products work well with a range of mobile technologies, systems, networks, and standards that we do not control. We may not be successful in developing relationships with key participants in the mobile industry or in developing products that operate effectively with these technologies, systems, networks, or standards. In the event that it is more difficult for our users to access and use Renren on their mobile devices, or if our users choose not to access or use Renren on their mobile devices or use mobile products that do not offer access to Renren, our user growth and user engagement could be harmed.

***If we fail to maintain and enhance our Renren and other brands, or if we incur excessive expenses in this effort, our business, results of operations and prospects may be materially and adversely affected.***

We believe that maintaining and enhancing our Renren and other brands is of significant importance to the success of our business. Well-recognized brands are critical to increasing the number and the level of engagement of our users and, in turn, enhancing our attractiveness to advertisers. Since we operate in a highly competitive market, maintaining and enhancing our brands directly affects our ability to maintain our market position.

We have developed our reputation and established our leading market position in the social networking industry in China by providing our users with a superior online experience. We have conducted and may continue to conduct various marketing and brand promotion activities, both through cooperation with our business partners and through more traditional methods, such as television advertisements. We cannot assure you, however, that these activities will be successful or that we will be able to achieve the brand promotion effect we expect. In addition, any negative publicity in relation to our services or products, regardless of its veracity, could harm our brands and the perception of our brands in the market.

***We may not be able to manage our expansion effectively.***

We have experienced rapid expansion in our business scope in recent years. The portfolio of services we offer has expanded from real name SNS, which has historically been the core of our company's business, to online games and other new initiatives such as online consumer financing. In addition, in recent years we have developed and launched versions of our services for mobile devices as well as personal computers. Not all of our efforts to expand our business have lived up to our expectations, and on two occasions in recent years we have disposed of businesses after operating them for several years. We launched Nuomi's social commerce business in June 2010 but eventually sold it to Baidu in two stages in October 2013 and February 2014, and we acquired the user generated content online video sharing website 56.com in October 2011 but eventually sold it to Sohu.com in December 2014. We cannot assure you that future efforts to expand our business will be successful enough to justify the time, effort and resources that we devote to them.

We expect to continue to grow our user base and our business operations, including launching new services and mobile applications. Our expansion may expose us to new challenges and risks. To manage the further expansion of our business and the expected growth of our operations, we will need to continuously expand and enhance our infrastructure and technology and improve our operational and financial systems, procedures and controls. We may need to increase the number of our research and development, sales and other personnel and train, manage and motivate them. In addition, we will need to maintain and expand our relationships with advertisers, advertising agencies, third-party developers of online games and applications offered on our platform and other third parties. We cannot assure you that our current and planned personnel, infrastructure, systems, procedures and controls will be adequate to support our expanding operations, that our new service lines or mobile applications will experience the synergies we expect, or that we will be able to successfully monetize the mobile versions of our services. Furthermore, expansions into new services may present operating and marketing challenges that are different from those that we currently encounter. If we fail to manage our expansions effectively, our business, results of operations and prospects may be materially and adversely affected.

***Content posted or displayed on our websites may be found objectionable by PRC regulatory authorities and may subject us to penalties and other severe consequences.***

The PRC government has adopted regulations governing internet access and the distribution of information over the internet. Under these regulations, internet content providers and internet publishers are prohibited from posting or displaying over the internet content that, among other things, violates PRC laws and regulations, impairs the national dignity of China or the public interest, or is obscene, superstitious, fraudulent or defamatory. Furthermore, internet content providers are also prohibited from displaying content that may be deemed by relevant government authorities as “socially destabilizing” or leaking state secrets of the PRC. Failure to comply with these requirements may result in fines, the revocation of licenses to provide internet content and other licenses, the closure of the concerned websites and reputational harm. In April 2015, we were fined RMB50,000 (US\$8,059) after certain user uploaded content was deemed to be obscene. The website operator may also be held liable for such censored information displayed on or linked to their website. For a detailed discussion, see “Item 4.B—Business Overview—Regulation—Regulations on Value-Added Telecommunications Services,” “Item 4.B—Business Overview—Regulation—Regulations on Internet Content Services” and “Item 4.B—Business Overview—Regulation—Regulations on Information Security.”

Through our SNS platform, we allow users to upload content on our platform, including via message boards, blogs, email, chat rooms, or image-sharing webpages, and also allow users to share, link to and otherwise access audio, video and other content from other websites. In addition, we allow users to download, share and otherwise access games and other applications on and through our platform, including through our online games business and Renren Open Platform program. After a user registers and before each upload, we require the user to click a box to confirm that the user has read and agreed to be bound by our copyright agreement. Pursuant to the copyright agreement, the user warrants that the content to be uploaded does not violate any laws or regulations or any third-party rights. If we discover that any uploaded content is inappropriate, we can delete or revise the content, or terminate the user account. In addition, we remove user uploads when we are notified or made aware, by copyright owners or from other sources, of copyright infringements or other illegal uploads. For a description of how content can be accessed on or through our SNS platform, and what measures we take to lessen the likelihood that we will be held liable for the nature of such content, see and “—Risks Related to Our Business and Industry—We have been and may continue to be subject to intellectual property infringement claims or other allegations by third parties for services we provide or for information or content displayed on, retrieved from or linked to our websites, or distributed to our users, which may materially and adversely affect our business, financial condition and prospects.”

Failure to identify and prevent illegal or inappropriate content from being displayed on or through our websites for internet users or mobile users may subject us to liability or reduce our revenues. In addition, these 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 website operator. To the extent that PRC regulatory authorities find any content displayed on or through our websites objectionable, they may require us to limit or eliminate the dissemination or availability of such content on our websites in the form of take-down orders or otherwise. Such regulatory authorities may also impose penalties on us based on content displayed or made available through our websites in cases of material violations, including a revocation of our operating licenses or a suspension or shutdown of our online operations, which would materially and adversely affect our business, results of operations and reputation. Moreover, the costs of compliance with these regulations may continue to increase as a result of more content being uploaded or made available by an increasing number of users and third-party partners and developers.

***Concerns about collection and use of personal data could damage our reputation and deter current and potential users from using our services.***

As of December 31, 2014, our platform had accumulated a total of approximately 6.6 billion photos and 44.5 billion comments or reviews. Under our privacy policy, we will not provide any of our users’ personal information to any unrelated third party without our users’ prior consent. While we strive to comply with our privacy guidelines as well as all applicable data protection laws and regulations, any failure or perceived failure to comply may result in proceedings or actions against us by government entities or others, and could damage our reputation. User and regulatory attitudes towards privacy are evolving, and future regulatory or user concerns about the extent to which personal information can be shared may adversely affect our ability to share certain data with advertisers, which may limit certain methods of targeted advertising. Concerns about the security of personal data could also lead to a decline in general internet usage, which could lead to lower user traffic on our platform. A significant reduction in user traffic could lead to lower advertising revenues or lower IVAS revenues, which could have a material adverse effect on our business, financial condition and results of operations.

***We could be liable for any breach of security relating to our payment platforms or the third-party online payment platforms we use, and concerns about the security of internet transactions could damage our reputation, deter current and potential users from using our platform and have other adverse consequences to our business.***

Currently, we sell a substantial portion of our virtual currency and other paid services and applications to our users and game players through third-party online payment platforms using the internet or mobile networks. In all these online payment transactions, secured transmission of confidential information over public networks is essential to maintain consumer confidence. In addition, we expect that an increasing amount of our sales will be conducted over the internet as a result of the growing use of online payment systems. As a result, associated online fraud will likely increase as well. Our current security measures and those of the third parties with whom we transact business may not be adequate. We must be prepared to increase and enhance our security measures and efforts so that our users and game players have confidence in the reliability of the online payment systems that we use, which will impose additional costs and expenses and may still not guarantee complete safety. In addition, we do not have control over the security measures of our third-party online payment vendors. Although we have not in the past experienced material security breaches of the online payments that we use, such security breaches could expose us to litigation and possible liability for failing to secure confidential customer information and could, among other things, damage our reputation and the perceived security of the online payment systems that we use.

***Spammers and malicious applications may make our services less user-friendly, and distort the data used for advertising purposes, which could reduce our ability to attract advertisers.***

Spammers may use our platform and services to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make usage of our services and networks more time-consuming and less user-friendly. As a result, our users may use our services less or stop using them altogether. As part of fraudulent spamming activities, spammers typically create multiple user accounts, such as accounts being set-up for the purposes of sending spam messages. Although we have technologies and employees that attempt to identify and delete accounts created for spamming purposes, we may not be able to eliminate all spam messages from being sent on our platform.

In addition, we have limited ability to validate or confirm the accuracy of information provided during the user registration process. Inaccurate data with respect to the number of unique individuals registered and actively using our services may cause advertisers to reduce the amount spent on advertising through our websites. In addition, use of applications that permit users to block advertisements may become widespread, which could make online advertising less attractive to advertisers. Any such activities could have a material adverse effect on our business, financial condition and results of operations.

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

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

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



***Online communications among our users may lead to personal conflicts, which could damage our reputation, lead to government investigation and have a material and adverse effect on our business.***

Our users engage in highly personalized exchanges over our platform. Users who have met online through our services may become involved in emotionally charged situations and could suffer adverse moral, emotional or physical consequences. Such occurrences could be highly publicized and have a significant negative impact on our reputation. Government authorities may require us to discontinue or restrict those services that would have led, or may lead, to such events. As a result, our business may suffer and our user base, revenues and profitability may be materially and adversely affected.

***We rely on third parties to provide a number of important services in connection with our business, and any disruption to the provision of these services to us could materially and adversely affect our business and results of operations.***

Our business is to a significant extent dependent upon services provided by third parties and business relationships with third parties. Substantially all of our online advertising revenues are generated through agreements entered into with various third-party advertising agencies, and we rely on these agencies for sales to, and collection of payment from, our advertisers. We do not have long-term cooperation agreements or exclusive arrangements with these agencies and they may elect to direct business opportunities to other advertising service providers, including our competitors. If we fail to retain and enhance the business relationships with these third-party advertising agencies, we may suffer from a loss of advertisers and our business, financial condition and results of operations may be materially and adversely affected.

In addition, a significant portion of our revenues are generated from online games and applications developed by third parties, and if we are unable to obtain or renew licenses to such games or attract application developers to our platform, our revenues could decline.

If the third parties on whom we rely fail to provide their services effectively, terminate their service or license agreements or discontinue their relationships with us, we could suffer service interruptions, reduced revenues or increased costs, any of which may have a material adverse effect on our business, financial condition and results of operations. Certain third-party service providers could be difficult and costly to replace, and any disruption to the provision of these services to us may have a material adverse effect on our business, financial condition and results of operations.

***Our operations depend on the performance of the internet infrastructure and fixed telecommunications networks in China.***

Almost all access to the internet in China is maintained through state-owned telecommunication operators under the administrative control and regulatory supervision of the Ministry of Industry and Information Technology, or the MIIT. Moreover, we primarily rely on a limited number of telecommunication service providers to provide us with data communications capacity through local telecommunications lines and internet data centers to host our servers. We have limited access to alternative networks or services in the event of disruptions, failures or other problems with China's internet infrastructure or the fixed telecommunications networks provided by telecommunication service providers. With the expansion of our business, we may be required to upgrade our technology and infrastructure to keep up with the increasing traffic on our websites. We cannot assure you that the internet infrastructure and the fixed telecommunications networks in China will be able to support the demands associated with the continued growth in internet usage.

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

***Changes in the policies, guidelines or practice of mobile network operators or the PRC government with respect to mobile applications and other content may negatively affect our business operations for mobile applications.***

We rely on PRC mobile network operators, directly and indirectly, to distribute our products to our users. The mobile telecommunication business in China is highly concentrated and major mobile network operators, such as China Mobile, may from time to time issue new policies or change their business practices, requesting or stating their preferences for certain actions to be taken by all mobile service providers using their networks. In addition, the PRC government may also implement new policies or change existing policies regulating the mobile telecommunication business. Such new policies or changes may negatively affect our business operations for mobile applications.

***Problems with our network infrastructure or information technology systems could impair our ability to provide services.***

Our ability to provide our users with a high quality online experience depends on the continuing operation and scalability of our network infrastructure and information technology systems. We face a number of risks in this area. For example, our systems are potentially vulnerable to damage or interruption as a result of natural disasters, power loss, telecommunications failures and similar events. We may also encounter problems when upgrading our systems or services and undetected programming errors could adversely affect the performance of the software we use to provide our services. In addition, we rely on servers, data centers and other network facilities provided by third parties, and the limited availability of third-party providers with sufficient capacity to house additional network facilities and broadband capacity in China may lead to higher costs or limit our ability to offer certain services or expand our business.

These and other events have led and may in the future lead to interruptions, decreases in connection speed, degradation of our services or the permanent loss of user data and uploaded content. If we experience frequent or persistent service disruptions, whether caused by failures of our own systems or those of third-party service providers, our reputation or relationships with our users or advertisers may be damaged and our users and advertisers may switch to our competitors, which may have a material adverse effect on our business, financial condition and results of operations.

***Computer malware, viruses, hacking and phishing attacks, and spamming could harm our business and results of operations.***

Computer malware, viruses, and computer hacking and phishing attacks have become more prevalent in our industry and may occur on our systems in the future. For example, in December 2011, through hacking a third-party CDN provider, a computer hacker was able to access the data of over six million internet users from a number of major internet websites in China, including our website. We responded to this incident by notifying our users of the incident and advising them to change their log-in details. Because the techniques used by hackers to access or sabotage networks change frequently and may not be recognized until launched against a target, we may be unable to anticipate these techniques. Any failure to maintain performance, reliability, security, and availability of our products and technical infrastructure to the satisfaction of our users may harm our reputation and our ability to retain existing users and attract new users. Our business could be subject to significant disruption and our results of operations may be affected.

In addition, spammers attempt to use our products to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make our internet platform less user-friendly. We cannot be certain that the technologies and employees that we have to attempt to defeat spamming attacks will be able to eliminate all spam messages from being sent on our platform. As a result of spamming activities, our users may use our internet platform less or stop using our products altogether.

***We have been and may continue to be subject to intellectual property infringement claims or other allegations by third parties for services we provide or for information or content displayed on, retrieved from or linked to our websites or distributed to our users, which may materially and adversely affect our business, financial condition and prospects.***

Internet, technology and media companies are frequently involved in litigation based on allegations of infringement of intellectual property rights, unfair competition, invasion of privacy, defamation and other violations of other parties' rights. The validity, enforceability and scope of protection of intellectual property rights in internet-related industries, particularly in China, are uncertain and still evolving. As we face increasing competition and as litigation becomes more common in China in resolving commercial disputes, we face a higher risk of being the subject of intellectual property infringement claims. For example, in November 2014, a digital entertainment copyright agency company filed a complaint with Apple's Appstore claiming copyright infringement of their clients' musical works by *renren.com*'s Renren Radio service. Pursuant to Apple's dispute resolution policy, our Renren Mobile App was temporarily removed from Apple's Appstore, and it was restored after our timely response to the claimant resolved the dispute.

Intellectual property claims and litigation are expensive and time-consuming to investigate and defend, and may divert resources and management attention from the operation of our business. Such claims, even if they do not result in liability, may harm our reputation. Any resulting liability or expenses, or changes required to our websites to reduce the risk of future liability, may have a material adverse effect on our business, financial condition and prospects.

***We may be subject to patent infringement claims with respect to our SNS platform.***

Our technologies and business methods, including those relating to our SNS platform, may be subject to third-party claims or rights that limit or prevent their use. Certain U.S.-based companies have been granted patents in the United States relating to SNS platforms and similar business methods and related technologies. While we believe that we are not subject to U.S. patent laws since we conduct our business operations outside of the United States, we cannot assure you that U.S. patent laws would not be applicable to our business operations, or that holders of patents relating to a SNS platform would not seek to enforce such patents against us in the United States or China. For example, we are aware that Facebook applied for a number of patents relating to its social networking system and methodologies, platform and other related technologies. In addition, many parties are actively developing and seeking protection for internet-related technologies, including seeking patent protection in China. There may be patents issued or pending that are held by others that relate to certain aspects of our technologies, products, business methods or services. Although we do not believe we infringe third-party patents, the application and interpretation of China's patent laws and the procedures and standards for granting patents in China are still evolving and involve uncertainty. Any patent infringement claims, regardless of their merits, could be time-consuming and costly to us. If we were sued for patent infringement claims with respect to our SNS platform and were found to infringe such patents and were not able to adopt non-infringing technologies, we may be severely limited in our ability to operate our SNS platform, which would have a material adverse effect on our results of operations and prospects.

***Our own intellectual property rights may be infringed, which could materially and adversely affect our business and results of operations.***

We rely on a combination of monitoring and enforcement of trademark, patent, copyright and trade secret protection laws in the PRC and other jurisdictions, as well as through confidentiality agreements and procedures, to protect our intellectual property rights. Despite our precautions, third parties may obtain and make unauthorized use of our intellectual property, which includes trademarks related to our brands, products and services, patent applications, registered domain names, copyrights in software and creative content, trade secrets and other intellectual property rights and licenses. Historically, the legal system and courts of the PRC have not protected intellectual property rights to the same extent as the legal system and courts of the United States, and companies operating in the PRC continue to face an increased risk of intellectual property infringement. Furthermore, the validity, application, enforceability and scope of protection of intellectual property rights for many internet-related activities, such as internet commercial methods patents, are uncertain and still evolving in China and abroad, which may make it more difficult for us to protect our intellectual property and could have a material adverse effect on our business, financial condition and results of operations. For example, other companies have in the past copied the concepts, the look and feel and even material parts of the online games that we have developed. In such instances, we have filed and may in the future from time to time file lawsuits for copyright infringement.

***The revenue models we adopt for our online games and other entertainment and services may not remain effective, which may materially and adversely affect our business, financial condition and results of operations.***

We currently operate substantially all of our online games using the virtual item-based revenue model, whereby players can play games for free but have the option to purchase virtual in-game items such as in-game accessories and pets and items that improve the strength of their game character. We have generated, and expect to continue to generate, a substantial majority of our online games revenues using this revenue model. However, the virtual item-based revenue model requires us to develop or license online games that not only attract game players to spend more time playing but also encourage them to purchase virtual items. The sale of virtual items requires us to track game players' tastes and preferences closely, especially as to in-game consumption patterns. If we fail to develop or offer virtual items which game players purchase, we may not be able to effectively convert our game player base into paying users. In addition, the virtual item-based revenue model may raise additional concerns with PRC regulators that have been implementing regulations designed to reduce the amount of time that the Chinese youth spend playing online games and limit the total amount of virtual currency issued by online game operators and the amount purchased by an individual game player. A revenue model that does not charge for playing time may be viewed by the PRC regulators as inconsistent with this goal. Furthermore, we may change the revenue model for some of our online games if we believe the existing revenue models are not optimal. We cannot assure you that the revenue model that we have adopted for any of our online games will continue to be suitable for that game, or that we will not need to switch our revenue model in the future or introduce a new revenue model for that game. A change in revenue model could result in various adverse consequences, including disruptions of our game operations, criticism from game players who have invested time and money in a game and would be adversely affected by such a change, decreases in the number of our game players or decreases in the revenues we generate from our online games. Therefore, such changes in revenue models may materially and adversely affect our business, financial condition and results of operations. Further, there can be no assurance that the revenue models we have used in the PC-based versions of our services will be successful in their mobile counterparts, or that we will otherwise be able to design revenue models that successfully monetize our mobile user base.

***The continuing and collaborative efforts of our senior management, key employees and highly skilled personnel are crucial to our success, and our business may be harmed if we were to lose their services.***

Our success depends on the continuous effort and services of our experienced senior management team, in particular Mr. Joseph Chen, our founder, chairman and chief executive officer, and Mr. James Jian Liu, our executive director and chief operating officer. If one or more of our executive officers or other key personnel are unable or unwilling to continue to provide us with their services, we may not be able to replace them easily or at all. Our business may be severely disrupted, our financial condition and results of operations may be materially and adversely affected. Competition for management and key personnel is intense and the pool of qualified candidates is limited. We may not be able to retain the services of our executive officers or key personnel, or attract and retain experienced executive officers or key personnel in the future. If any of our executive officers or key employees join a competitor or forms a competing company, we may lose advertiser customers, know-how and key professionals and staff members. Each of our executive officers and key employees has entered into an employment agreement with us, which contains non-competition provisions. However, if any dispute arises between us and our executive officers or key employees, these agreements may not be enforceable in China, where these executive officers and key employees reside, in light of uncertainties relating to China's laws and legal system. See “—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us.”

Our performance and future success also depend on our ability to identify, hire, develop, motivate and retain highly skilled personnel for all areas of our organization. Competition in the SNS, online games and internet finance industries for qualified employees, including technical personnel capable of designing innovative services and products, is intense, and if competition in these industries further intensifies, it may be more difficult for us to hire, motivate and retain highly skilled personnel. If we do not succeed in attracting additional highly skilled personnel or retaining or motivating our existing personnel or if we must incur significantly greater expenses to recruit, train and retain personnel, we may be unable to grow effectively or at all.

***The performance of our investments, which include currency deposits, equity interests in companies that are not our subsidiaries and derivative financial instruments, could materially affect our financial condition and results of operations.***

Historically, we have held large cash balances in currencies other than U.S. dollars, mainly Renminbi for our business operations and treasury purposes. Fluctuations in exchange rates and changes in the investment environment can affect market prices and the income from our deposits and other investments, and we could suffer substantial losses as a result of these deposits and other investments, which may materially affect our financial condition and results of operations. For a detailed discussion of our exposure to fluctuations in the value of the Renminbi against the U.S. dollar, see “—Risks Related to Doing Business in China—Fluctuations in exchange rates could have a material adverse effect on our results of operations and the value of your investment” and for a discussion of our foreign exchange risk in general, see “Item 11—Quantitative and Qualitative Disclosures about Market Risk—Foreign Exchange Risk.”

We also hold marketable securities, including a variety of equity and debt investments in corporations that we do not control, as well as derivative financial instruments, including interest rate swaptions and interest rate swaps. If these investments perform poorly, we may suffer substantial losses, which could materially affect our financial condition and results of operations.

Furthermore, we recorded the values of our investments in equity interests in companies that are not our subsidiaries in our financial statements at carrying value, which reflect our historical cost for these investments and are not intended to reflect or otherwise estimate the fair market value of these investments. See “Item 5.A—Operating Results—Critical Accounting Policies—Long-term Investments.” The amount, if any, that we ultimately realize on any of these investments, and the timing of any such realization, is inherently uncertain and the amount realized with respect to any particular investment may be materially less than or materially more than the value of such investment currently presented on our financial statements. Numerous factors, many of which are beyond our control, could affect the amount and timing of any realizations we ultimately receive, including: factors specific to the companies in which we have invested; factors relating to the industries, markets and geographies in which the companies in which we have invested operate; international, national, regional and local economic conditions; the conditions in international or national financial and capital markets, including foreign exchange rates, and the ability of the companies in which we have invested to raise additional capital, conduct public offerings or develop ready markets for the buying and selling of their securities; and the ability of the companies in which we have invested to engage in mergers and acquisitions and other transactions that provide potential liquidity to shareholders. Although we believe the fair market value of these investments to have been equal to or greater than the carrying value as of the dates presented in our financial statements, we cannot assure you that the fair market value will not decline before we realize any of our investments. There can be no assurances as to the timing or amount of realizations, if any, on any of our investments, and the amount or timing of any such realizations, or the lack thereof, could be material to our financial condition.

***We have granted, and may continue to grant, share options and restricted shares under our equity incentive plans, which may result in increased share-based compensation expenses.***

We have adopted four equity incentive plans for Renren Inc. in 2006, 2008, 2009 and 2011 and one equity incentive plan for Link224 Inc. in 2013. The Link224 Inc. plan is specifically for employees in our Games segment. As of February 28, 2015, options to purchase a total of 113,615,141 ordinary shares of Renren Inc. and 3,683,272 ordinary shares of Link224 Inc. were outstanding. For the years ended December 31, 2012, 2013 and 2014, we recorded US\$10.9 million, US\$16.1 million and US\$23.6 million, respectively, in share-based compensation expenses. As of December 31, 2014, we had US\$52.1 million of unrecognized share-based compensation expenses relating to share options, which are expected to be recognized over a weighted average vesting period of 3.1 years, and US\$7.0 million of unrecognized share-based compensation expenses relating to non-vested restricted shares, which are expected to be recognized over a weighted average vesting period of 3.44 years. We believe the granting of share options and restricted shares is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share options and restricted shares to key personnel and employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations.

***Our quarterly revenues and operating results may fluctuate, which makes our results of operations difficult to predict and may cause our quarterly results of operations to fall short of expectations.***

Our quarterly revenues and operating results have fluctuated in the past and may continue to fluctuate depending upon a number of factors, many of which are out of our control. For these reasons, comparing our operating results on a period-to-period basis may not be meaningful, and you should not rely on our past results as an indication of our future performance. Our quarterly and annual revenues and costs and expenses as a percentage of our revenues may be significantly different from our historical or projected rates. Our operating results in future quarters may fall below expectations. Any of these events could cause the price of our ADSs to fall. Other factors that may affect our financial results include, among others:

- global economic conditions;
- our ability to enhance user experience and maintain and increase user traffic;
- the quality and the number of games we offer on our platform in a given quarter;
- our ability to attract and retain advertisers or recognize online advertising revenues in a given quarter;
- the growth of the social networking industry in China;
- our ability to monetize the mobile versions of our applications and services;
- our ability to develop internet finance services;
- the growth of the internet finance industry in China;
- competition in our industries in China;
- changes in government policies or regulations, or their enforcement;
- geopolitical events or natural disasters such as war, threat of war, earthquake or epidemics; and
- losses from or impairment of our equity method investments.
- decreases in market value or impairment of our marketable securities.

Seasonal fluctuations and industry cyclicality have affected, and are likely to continue to affect, our online advertising services. We generally generate less revenue from online advertising during national holidays in China, in particular during the first quarter of each year due to the slowdown of business during the Chinese New Year holiday season that lasts approximately two weeks. To a lesser extent, we also typically generate less revenues from online advertising during the fourth quarter of each year. This seasonality in revenues is due to the fact that a large concentration of our advertising customers are in the consumer sector, with many of them purchasing more of our advertising services in the spring and summer seasons due to the fact that certain of their major products sell better during those seasons. In addition, advertising spending in China has historically been cyclical, reflecting overall economic conditions as well as the budgeting and buying patterns of our advertisers. We expect that seasonal fluctuations and cyclicality will continue to cause our quarterly and annual operating results to fluctuate.

***If we fail to maintain an effective system of internal control over financial reporting, our ability to accurately and timely report our financial results or prevent fraud maybe adversely affected, and investor confidence and the market price of our ADSs may be adversely impacted.***

We are subject to reporting obligations under the U.S. securities laws. The Securities and Exchange Commission, or the SEC, adopted rules pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 requiring every public company to include a management report on such company's internal control over financial reporting in its annual report, which contains management's assessment of the effectiveness of our internal control over financial reporting. During the process of preparing our consolidated financial statements for the year ended December 31, 2012, a significant deficiency was identified related to the preparation and disclosure of segment reporting information. We have taken actions to remediate it and we concluded that, as of December 31, 2013, this significant deficiency had been remediated.

If we fail to maintain effective internal control over financial reporting in the future, we and our independent registered public accounting firm may not be able to conclude that we have effective internal control over financial reporting at a reasonable assurance level. Failure to discover, address or correct any other control deficiencies in the future could result in inaccuracies in our financial statements and could also impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. Moreover, effective internal control over financial reporting is important to help prevent fraud. Failure to achieve and 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 harm our business and negatively impact the market price of our ADSs.

***We have limited business insurance coverage.***

Insurance companies in China currently do not offer as extensive an array of insurance products as insurance companies do in more developed economies. We do not have any business liability or disruption insurance to cover our operations. We have determined that the costs of insuring for these risks and the difficulties associated with acquiring such insurance on commercially reasonable terms make it impractical for us to have such insurance. Any uninsured occurrence of business disruption may result in our incurring substantial costs and the diversion of resources, which could have an adverse effect on our results of operations and financial condition.

***The leasehold interests of some of our consolidated affiliated entities might not be fully protected by the terms of the relevant lease agreements due to defects in or the landlord's failure to provide certain title documents with respect to some of our leased properties.***

As of March 31, 2015, our consolidated affiliated entities leased properties in China covering a total floor area of approximately 26,072 square meters, primarily for use as offices. All such properties are leased from independent third parties. In respect of approximately 1,108 square meters of these properties, the lessors either do not have or have failed to provide proper title documents. In the event of a dispute related to the legal title of any of these properties, our consolidated affiliated entities could be compelled to vacate the properties on short notice and relocate to different facilities. As a result, the operations of our consolidated affiliated entities could be disrupted or otherwise adversely affected.

## Risks Related to Our Corporate Structure and the Regulation of our Business

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

Current PRC laws and regulations place certain restrictions on foreign ownership of companies that engage in internet businesses, including the provision of social networking services, online advertising services and online game services. Specifically, foreign ownership of internet service providers or other value-added telecommunication service providers may not exceed 50%. In addition, according to the Several Opinions on the Introduction of Foreign Investment in the Cultural Industry promulgated by the Ministry of Culture, the State Administration of Radio, Film and Television, or the SARFT, the General Administration of Press and Publication, or the GAPP, the National Development and Reform Commission and the Ministry of Commerce in June 2005, foreign investors are prohibited from investing in or operating any internet cultural operating entities.

We conduct our operations in China principally through two sets of contractual arrangements. The first set of contractual arrangements is between our wholly owned PRC subsidiary, Qianxiang Shiji Technology Development (Beijing) Co., Ltd., or Qianxiang Shiji, and its consolidated affiliated entity, Beijing Qianxiang Tiancheng Technology Development Co., Ltd., or Qianxiang Tiancheng, and Qianxiang Tiancheng's shareholders. Qianxiang Tiancheng's wholly owned subsidiaries include Beijing Qianxiang Wangjing Technology Development Co., Ltd., or Qianxiang Wangjing, and Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd., or Qianxiang Changda. Qianxiang Wangjing is the operator of our *renren.com* website and holds the licenses and permits necessary to conduct our SNS, online advertising and online games business in China. Qianxiang Changda is an online advertising company that holds the licenses and permits necessary to conduct our SNS services in China.

The second set of contractual arrangements is between our wholly owned PRC subsidiary, Renren Games Network Technology Development (Shanghai) Co., Ltd., or Renren Network, and its consolidated affiliated entity, Shanghai Renren Games Technology Development Co., Ltd., or Renren Games, and Renren Games's shareholders. Renren Games is the operator of our online games website and holds the licenses and permits necessary to conduct our online game services in China. Our contractual arrangements with Qianxiang Tiancheng, Renren Games and their respective shareholders enable us to exercise effective control over Qianxiang Tiancheng, Renren Games and Qianxiang Tiancheng's subsidiaries, and hence we treat Qianxiang Tiancheng, Renren Games and Qianxiang Tiancheng's subsidiaries as our consolidated affiliated entities and consolidate their results. For a detailed discussion of these contractual arrangements, see "Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities."

On September 28, 2009, the GAPP, together with the National Copyright Administration and the National Office of Combating Pornography and Illegal Publications, jointly issued a Notice on Further Strengthening the Administration of Pre-examination and Approval of Online Games and the Examination and Approval of Imported Online Games, or the GAPP Notice. The GAPP Notice restates that 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. However, the GAPP Notice does not provide any interpretation of the term "foreign investors" or make a distinction between foreign online game companies and companies with a corporate structure similar to ours (including those listed Chinese internet companies that focus on online game operation). Thus, it is unclear whether the GAPP will deem our corporate structure and operations to be in violation of these provisions.

Based on the advice of TransAsia Lawyers, our PRC legal counsel, the corporate structure of our consolidated affiliated entities and our subsidiaries in China comply with all existing PRC laws and regulations. However, as there are substantial uncertainties regarding the interpretation and application of PRC laws and regulations (including the MIIT Notice and the GAPP Notice described above), we cannot assure you that the PRC government would agree that our corporate structure or any of the above contractual arrangements comply with PRC licensing, registration or other regulatory requirements, with existing policies or with requirements or policies that may be adopted in the future. PRC laws and regulations governing the validity of these contractual arrangements are uncertain and the relevant government authorities have broad discretion in interpreting these laws and regulations. If the PRC government determines that we do not comply with applicable laws and regulations, it could:

- revoke the business and operating licenses of our subsidiaries, our consolidated affiliated entities and their subsidiaries;
- discontinue or restrict any related-party transactions between our subsidiaries, our consolidated affiliated entities and their subsidiaries;
- impose fines on us or impose additional conditions or requirements on us with which we may not be able to comply;
- require us to revise our ownership structure or restructure our operations; and
- restrict or prohibit our use of the proceeds of any additional public offering to finance our business and operations in China.

The imposition of any of these penalties may result in a material and adverse effect on our ability to conduct our business. If any of these penalties results in our inability to direct the activities of our consolidated affiliated entities and the subsidiaries that most significantly impact their economic performance, or results in our failure to receive the economic benefits from our consolidated affiliated entities and their subsidiaries, we may not be able to consolidate the consolidated affiliated entities and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. In the fiscal years ended December 31, 2012, 2013 and 2014, our consolidated affiliated entities and their subsidiaries contributed in the aggregate 98.6%, 96.6% and 94.5%, respectively, of our consolidated net revenues.

***We rely on contractual arrangements with consolidated affiliated entities for our China operations, which may not be as effective in providing operational control as direct ownership. Any failure by our affiliated entities or their respective shareholders to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business and financial condition.***

We have relied and expect to continue to rely on contractual arrangements with our affiliated entities to operate our businesses in China. For a description of these contractual arrangements, see “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities.” These contractual arrangements may not be as effective in providing us with control over these affiliated entities as direct ownership. If we had direct ownership of our consolidated affiliated entities, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of each of these entities, which in turn could effect changes, subject to any applicable fiduciary obligations, at the management level. However, under the current contractual arrangements, we rely on the performance by our consolidated affiliated entities and their respective shareholders of their obligations under their respective contracts to exercise control over our affiliated entities. Therefore, our contractual arrangements with our affiliated entities may not be as effective in ensuring our control over our China operations as direct ownership would be.

If our consolidated affiliated entities or their respective shareholders fail to perform their respective obligations under the contractual arrangements of which they are a party, we may have to incur substantial costs and resources to enforce our rights under the contracts, and rely on legal remedies under PRC law, including seeking specific performance or injunctive relief and claiming damages, which may not be effective. For example, if the shareholders of our consolidated affiliated entities were to refuse to transfer their equity interests in our consolidated affiliated entities to us or our designee when we exercise the call option pursuant to these contractual arrangements, or if they were otherwise to act in bad faith toward us, then we may have to take legal action to compel them to perform their respective contractual obligations.

All of these contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC is not as developed as in other jurisdictions, such as the United States. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. Under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would incur additional expenses and delay. In the event we are unable to enforce these contractual arrangements, we may not be able to exert effective control over our affiliated entities, and our ability to conduct our business may be severely and negatively affected.



***Contractual arrangements our subsidiaries have entered into with our consolidated affiliated entities may be subject to scrutiny by the PRC tax authorities, and a finding that we or our consolidated affiliated entities owe additional taxes could substantially reduce our consolidated net income and the value of your investment.***

Under PRC laws and regulations, arrangements and transactions between related parties may be subject to audit or challenge by the PRC tax authorities within ten years after the taxable year when the transactions are conducted. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements between our wholly owned subsidiaries in China and our consolidated affiliated entities in China do not represent arm's-length prices and consequently adjust our consolidated affiliated entities' income in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction of expense deductions recorded by our consolidated affiliated entities for PRC tax purposes, which could in turn increase their respective tax liabilities. In addition, the PRC tax authorities may impose late payment fees and other penalties on our consolidated affiliated entities for any unpaid taxes. Our consolidated net income may be materially and adversely affected if our affiliated entities' tax liabilities increase or if they are subject to late payment fees or other penalties.

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

The shareholders of our consolidated affiliated entities include Ms. Jing Yang and Mr. James Jian Liu, who are the shareholders of Qianxiang Tiancheng, and Mr. Chuan He and Mr. James Jian Liu, who are the shareholders of Renren Games. Ms. Yang is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer. Mr. Liu is our executive director and chief operating officer.

Conflicts of interest may arise between the dual roles of Mr. Liu, Ms. Zhou and Mr. He as officers or employees of our company and as shareholders of our consolidated affiliated entities. Conflicts of interest may also arise between the interests of Ms. Yang as a shareholder of Qianxiang Tiancheng and as the wife of our founder and chief executive officer. Furthermore, if Ms. Yang experiences domestic conflict with Mr. Chen, she may have little or no incentive to act in the interest of our company, and she may not perform her obligations under the contractual arrangements she has entered into with Qianxiang Shiji.

Officers of our company owe a duty of loyalty and care to our company and to our shareholders as a whole under Cayman Islands law. We cannot assure you, however, that when conflicts arise, shareholders of our consolidated affiliated entities will act in the best interests of our company or that conflicts will be resolved in our favor. If we cannot resolve any conflicts of interest or disputes between us and these shareholders, we would have to rely on legal proceedings, which may be expensive, time-consuming and disruptive to our operations. There is also substantial uncertainty as to the outcome of any such legal proceedings.

***Substantial uncertainties exist with respect to the enactment timetable, final scope, interpretation and implementation of the draft PRC Foreign Investment Law published for public comments and how it may impact the viability of our current corporate structure, corporate governance and business operations.***

The Ministry of Commerce published a discussion draft of the proposed Foreign Investment Law in January 2015 aiming to, upon its enactment, replace the trio of existing laws regulating foreign investment in China, namely, the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. The draft Foreign Investment Law 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. The Ministry of Commerce is currently soliciting comments on this draft and substantial uncertainties exist with respect to its enactment timetable, final scope, interpretation and implementation. The draft Foreign Investment Law, if enacted as proposed, may materially impact the viability of our current corporate structure, corporate governance and business operations in many aspects.

Among other things, the draft Foreign Investment Law expands the definition of foreign investment and introduces the principle of "actual control" in determining whether a company is considered a foreign-invested enterprise, or an FIE. The draft Foreign Investment Law specifically provides that entities established in China but "controlled" by foreign investors will be treated as FIEs, whereas an entity set up in a foreign jurisdiction would nonetheless be, upon market entry clearance by the Ministry of Commerce, treated as a PRC domestic investor provided that the entity is "controlled" by PRC entities and/or citizens. In this connection, "control" is broadly defined in the draft law to cover the following summarized categories: (i) holding 50% of more of the voting rights of the subject entity; (ii) holding less than 50% of the voting rights of the subject entity but having the power to secure at least 50% of the seats on the board or other equivalent decision making bodies, or having the voting power to material influence on the board, the shareholders' meeting or other equivalent decision making bodies; or (iii) having the power to exert decisive influence, via contractual or trust arrangements, over the subject entity's operations, financial matters or other key aspects of business operations. Once an entity is determined to be an FIE, it will be subject to the foreign investment restrictions or prohibitions set forth in a "negative list," to be separately issued by the State Counsel later, if the FIE is engaged in the industry listed in the negative list. Unless the underlying business of the FIE falls within the negative list, which calls for market entry clearance by the Ministry of Commerce, prior approval from the government authorities as mandated by the existing foreign investment legal regime would no longer be required for establishment of the FIE.

The "variable interest entity" structure, or VIE structure, has been adopted by many PRC-based companies, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign investment restrictions in China. See "—If the PRC government finds that the agreements that establish the structure for operating our services in China do not comply with PRC governmental restrictions on foreign investment in internet businesses, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations." and "Item 4.C—Information on the Company—Organizational Structure." Under the draft Foreign Investment Law, variable interest entities that are controlled via contractual arrangement would also be deemed as FIEs, if they are ultimately "controlled" by foreign investors. Therefore, for any companies with a VIE structure in an industry category that is on the "negative list," the VIE structure may be deemed legitimate only if the ultimate controlling person(s) is/are of PRC nationality (either PRC companies or PRC citizens). Conversely, if the actual controlling person(s) is/are of foreign nationalities, then the variable interest entities will be treated as FIEs and any operation in the industry category on the "negative list" without market entry clearance may be considered as illegal. There are uncertainties as to whether the Foreign Investment Law, once it is enacted, will have retrospective effect on existing VIE structures such as ours, or whether it will grant real and full grandfathering and grace periods for such existing VIE structures.

It is likely that we would not be considered as ultimately controlled by Chinese parties, as our U.S. record shareholders hold over 50% of our total voting power. The draft Foreign Investment Law has not taken a position on what actions will be taken with respect to the existing companies with a VIE structure, whether or not these companies are controlled by Chinese parties, while it is soliciting comments from the public on this point. Moreover, it is uncertain whether the internet industry, in which our variable interest entities operate, will be subject to the foreign investment restrictions or prohibitions set forth in the "negative list" to be issued. The value-added telecommunication services, which we conduct through our VIEs, is subject to foreign investment restrictions set forth in the Catalogue for the Guidance of Foreign Investment Industries issued by the National Development and Reform Commission and the Ministry of Commerce in March, 2015, or the Catalogue. It is unclear whether the new "negative list" will be different from the Catalogue. If the enacted version of the Foreign Investment Law and the final "negative list" mandate further actions, such as Ministry of Commerce market entry clearance or certain restructuring of our corporate structure and operations, to be completed by companies with existing VIE structure like us, we face substantial uncertainties as to whether these actions can be timely completed, or at all, and our business and financial condition may be materially and adversely affected.

The draft Foreign Investment Law, if enacted as proposed, may also materially impact our corporate governance practice and increase our compliance costs. For instance, the draft Foreign Investment Law imposes stringent ad hoc and periodic information reporting requirements on foreign investors and the applicable FIEs. Aside from investment implementation report and investment amendment report that are required at each investment and alteration of investment specifics, an annual report is mandatory, and large foreign investors meeting certain criteria are required to report on a quarterly basis. Any company found to be non-compliant with these information reporting obligations may potentially be subject to fines and/or administrative or criminal liabilities, and the persons directly responsible may be subject to criminal liabilities.

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

We are a holding company, and we may rely on dividends and other distributions on equity to be paid by our wholly owned PRC subsidiaries, particularly Qianxiang Shiji and Renren Network, for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If our wholly owned PRC subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us.

Under PRC laws and regulations, wholly foreign-owned enterprises in the PRC such as Qianxiang Shiji and Renren Network may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprises such as Qianxiang Shiji and Renren Network are required to set aside at least 10% of their accumulated after-tax profits each year, if any, to fund certain statutory reserve funds, until the aggregate amount of such a fund reaches 50% of their registered capital. At their discretion, they may allocate a portion of their after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserve funds and staff welfare and bonus funds are not distributable as cash dividends.

Any limitation on the ability of our wholly owned PRC subsidiaries to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business. See “—Risks Related to Doing Business in China—Discontinuation of any of the preferential tax treatments or imposition of any additional taxes could adversely affect our financial condition and results of operations.

***PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from using funds that we hold offshore to make loans to our PRC subsidiaries and consolidated affiliated entities or to make additional capital contributions to our PRC subsidiaries, which may materially and adversely affect our liquidity and our ability to fund and expand our business.***

We are an offshore holding company conducting our operations in China through our PRC subsidiaries and consolidated affiliated entities. We may make loans to our PRC subsidiaries and consolidated affiliated entities, or we may make additional capital contributions to our PRC subsidiaries.

Any loans by us to our PRC subsidiaries, which are treated as foreign-invested enterprises under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to our wholly owned PRC subsidiaries to finance their activities cannot exceed statutory limits and must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE. If we decide to finance our wholly owned PRC subsidiaries by means of capital contributions, these capital contributions must be approved by the Ministry of Commerce or its local counterpart. Due to the restrictions imposed on loans in foreign currencies extended to any PRC domestic companies, we are not likely to make such loans to our consolidated affiliated entities, which are PRC domestic companies. Further, we are not likely to finance the activities of our consolidated affiliated entities by means of capital contributions due to regulatory restrictions relating to foreign investment in PRC domestic enterprises engaged in social networking services, online advertising, online games and related businesses.

In 2008, SAFE promulgated the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 142, regulating the conversion by a foreign-invested enterprise of foreign currency registered capital into RMB by restricting how the converted RMB may be used. SAFE Circular 142 provides that the RMB capital converted from foreign currency registered capital of a foreign-invested enterprise may only be used for purposes within the business scope approved by the applicable governmental authority and may not be used for equity investments within the PRC. In addition, SAFE strengthened its oversight of the flow and use of the RMB capital converted from foreign currency registered capital of a foreign-invested company. The use of such RMB capital may not be altered without SAFE approval, and such RMB capital may not in any case be used to repay RMB loans if the proceeds of such loans have not been used. Violations of SAFE Circular 142 could result in severe monetary or other penalties. Furthermore, SAFE promulgated a circular on November 19, 2010, known as Circular No. 59, which tightens the examination of the authenticity of settlement of net proceeds from our initial public offering and requires that the settlement of net proceeds shall be in accordance with the description in the prospectus included in our registration statement on Form F-1 (Registration No. 333-173548), which was filed with the SEC in connection with our initial public offering.

In light of the various requirements imposed by PRC regulations on loans to and direct investment in PRC entities by offshore holding companies, including SAFE Circular 142, we cannot assure you that we will be able to complete the necessary government registrations or obtain the necessary government approvals on a timely basis, if at all, with respect to future loans by us to our PRC subsidiaries or consolidated affiliated entities or with respect to future capital contributions by us to our PRC subsidiaries. If we fail to complete such registrations or obtain such approvals, our ability to use funds we hold offshore, including any funds that remain unused from our initial public offering, to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

***Changes in government policies or regulations may have material and adverse impact on our business, financial condition and results of operations.***

Our real name social networking services and online games businesses are subject to strict government regulations in the PRC. Under the current PRC regulatory scheme, a number of regulatory agencies, including the MIIT, the Ministry of Culture, the State Administration for Press, Publication, Radio, Film and Television and the State Council Information Office jointly regulate all major aspects of the internet industry, including the SNS and online game industries. Operators must obtain various government approvals and licenses prior to the commencement of SNS and online game operations, including an internet content provider license, or ICP license, an online culture operating permit, a value-added telecommunication services license and an internet publishing license.

We have obtained a value-added telecommunication service license, an ICP license, an online culture operating permit, and an online drug information license for online games and advertisements on our SNS website. In addition, Qianxiang Changda has obtained an internet publishing license, permitting it to engage in internet game publication activities. In connection with the corporate restructuring of our online games business, which was completed in March 2013, we have obtained an online culture operating permit and an ICP license for the online games business. We have filed with the GAPP and the Ministry of Culture certain online games that we developed and the imported games available on our SNS website, and will continue to make such filings for these types of games. However, we cannot assure you that our understanding of the applicability and scope of such filings and filing requirements is correct, as the interpretation and enforcement of the applicable laws and regulations by the GAPP and the Ministry of Culture are still evolving. If our current practices are challenged by the GAPP and any of our online games fail to be examined and filed by relevant authorities or are found to be in violation of applicable laws, we may be subject to various penalties, including fines and the discontinuation of or restrictions on our operations.

If the PRC government promulgates new laws and regulations that require additional licenses or imposes additional restrictions on the operation of SNS, online games and/or other services we plan to launch, to the extent we may not be able to obtain these licenses, our results of operations may be materially and adversely affected. In addition, the PRC government may promulgate regulations restricting the types and content of advertisements that may be transmitted online, which could have a direct adverse impact on our business.

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

In the course of playing online games, some virtual assets, such as special equipment and other accessories, are acquired and accumulated. Such virtual assets can be important to online game players and have monetary value and in some cases are sold among players for actual money. In practice, virtual assets can be lost for various reasons, often through unauthorized use of the game account of one user by other users and occasionally through data loss caused by a delay of network service, a network crash or hacking activities. Currently, there is no PRC law or regulation specifically governing virtual asset property rights. As a result, there is uncertainty as to who is the legal owner of virtual assets, whether and how the ownership of virtual assets is protected by law, and whether an operator of online games such as us would have any liability to game players or other interested parties (whether in contract, tort or otherwise) for loss of such virtual assets. In case of a loss of virtual assets, we may be sued by our game players and held liable for damages, which may negatively affect our reputation and business, financial condition and results of operations.

Based on recent PRC court judgments, the courts have typically held online game operators liable for losses of virtual assets by game players, and in some cases have allowed online game operators to return the lost virtual items to game players in lieu of paying damages.

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

The issuance and use of “virtual currency” in the PRC has been regulated since 2007 in response to the growth of the online games industry in China. The Interim Administration Measures of Online Games require companies that (i) issue online game virtual currency (including prepaid cards and/or pre-payment or prepaid card points), or (ii) offer online game virtual currency transaction services to apply for the Internet Culture Business Permit from provincial branches of the Ministry of Culture. The regulations prohibit companies that issue online game virtual currency from providing services that would enable the trading of such virtual currency. Any company that fails to submit the requisite application will be subject to sanctions, including but not limited to termination of operation, confiscation of incomes and fines. The regulations also prohibit online game operators from allocating virtual items or virtual currency to players based on random selection through lucky draw, wager or lottery that involves cash or virtual currency directly paid by the players. In addition, companies that issue online game virtual currency must comply with certain specific requirements, for example, online games virtual currency can only be used for products and services related to the issuance company’s own online games. Although we believe that we do not engage in any of the above-mentioned prohibited activities, we cannot assure you that the PRC regulatory authorities will not take a view contrary to ours and deem such feature as prohibited by the Virtual Currency Notice, thereby subjecting us to penalties, including mandatory corrective measures and fines. The occurrence of any of the foregoing could materially and adversely affect our business and results of operations.

We issue virtual currency to our users for them to purchase various virtual items or time units to be used in our online games and online social video platform. We have adjusted the content of our online games and online social video platform, but we cannot assure you that our adjustments will be sufficient to comply with relevant laws and regulations. Moreover, although we believe we do not offer online game and virtual stage virtual currency transaction services, we cannot assure you that the PRC regulatory authorities will not take a view contrary to ours. For example, certain virtual items we issue to users based on in-game milestones they achieve or time spent playing games are transferable and exchangeable for our virtual currency or the other virtual items we issue to users. If the PRC regulatory authorities deem such transfer or exchange to be a virtual currency transaction, then in addition to being deemed to be engaged in the issuance of virtual currency, we may also be deemed to be providing transaction platform services that enable the trading of such virtual currency. Simultaneously engaging in both of these activities is prohibited and we may be required to cease either our virtual currency issuance activities or such deemed “transaction service” activities and may be subject to certain penalties, including mandatory corrective measures and fines. The occurrence of any of the foregoing could have a material adverse effect on our business and results of operations.

***If we are required to pay U.S. taxes, the value of your investment in our company could be substantially reduced.***

If, pursuant to a plan or a series of related transactions, a non-United States corporation, such as our company, acquires substantially all of the assets of a United States corporation, and after the acquisition 80% or more of the stock, by vote or value, of the non-United States corporation, excluding stock issued in a public offering related to the acquisition, is owned by former shareholders of the United States corporation by reason of their ownership of the United States corporation, the non-United States corporation will be considered a United States corporation for United States federal income tax purposes. Based on our analysis of the facts related to our corporate restructuring in 2005 and 2006, we do not believe that we should be treated as a United States corporation for United States federal income tax purposes. However, as there is no direct authority on how the relevant rules of the Internal Revenue Code might apply to us, our company’s conclusion is not free from doubt. Therefore, our conclusion may be challenged by the United States tax authorities and a finding that we owe additional United States taxes could substantially reduce the value of your investment in our company. You are urged to consult your tax advisor concerning the income tax consequences of purchasing, holding or disposing of ADSs or ordinary shares if we were to be treated as a United States domestic corporation for United States federal income tax purposes.

*Our operations may be adversely affected by the implementation of anti-fatigue-related regulations.*

The PRC government may decide to adopt more stringent policies to monitor the online games industry as a result of adverse public reaction to perceived addiction to online games, particularly by minors. In 2011, the Ministry of Culture, the MIIT and six other central government authorities jointly issued a circular entitled Implementation of Online Game Monitor System of the Guardians of Minors, or the Monitor System Circular. Under the Monitor System Circular, online game operators are required to adopt various measures to maintain a system to communicate with the parents or other guardians of minors playing online games and online game operators are required to monitor the online game activities of minors, and must suspend the account of a minor if so requested by the minor's parents or guardians. In 2011, the GAPP, the MIIT, the Ministry of Education and five other governmental authorities issued the Notice on Initializing the Verification of Real-name Registration for Anti-Fatigue System on Internet Games to strengthen the implementation of the anti-fatigue system and real-name registration. The notice's main focus is to prevent minors from using an adult ID to play internet games and, accordingly, it imposes stringent punishments on online game operators that do not implement the required anti-fatigue and real-name registration measures properly and effectively. The most severe punishment under the notice is to require termination of the operation of the online game if the operator is found to be in violation of the notice or of the Anti-Fatigue Notice or Monitor System Circular. These restrictions could limit our ability to increase our online games business among minors. Furthermore, if these restrictions were expanded to apply to adult game players in the future, our online games business could be materially and adversely affected.

*We might not be able to obtain an Audio/Video Program Transmission License and an Online Culture Operating Permit for Woxiu.*

In December 2014, a subsidiary of Sohu.com Inc. acquired 100% of the equity interest of Guangzhou Qianjun Internet Technology Co., Ltd, or Qianjun Technology, a wholly-owned subsidiary of ours that possesses an Audio/Video Program Transmission License. We have started to apply for an Audio/Video Program Transmission License through Beijing Wole Shijie Information Technology Co., Ltd., a wholly-owned subsidiary of ours. As of the date of this annual report, the application has not been approved yet. If we fail to obtain an Audio/Video Program Transmission License, some audio/video content generated and shared by our users of *renren.com* and *woxiu.com* may not be allowed to be transmitted over the internet and our revenue and financial performance may be significantly impacted.

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

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

Substantially all of our assets and operations are located in China. Accordingly, our business, financial condition, results of operations and prospects may be influenced to a significant degree by political, economic and social conditions in China generally and by continued economic growth in China as a whole.

The Chinese economy differs from the economies of most developed countries in many respects, including the level of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the PRC government has implemented measures since the late 1970s emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets, and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the PRC government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies. The PRC government also exercises significant control over China's economic growth through allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy, and providing preferential treatment to particular industries or companies.

While the Chinese economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy, and the rate of growth has been slowing. The PRC government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations. In addition, in the past few years, the PRC government has implemented certain measures, including interest rate increases, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and operating results.

***Uncertainties with respect to the PRC legal system could adversely affect us.***

We conduct our business primarily through our PRC subsidiaries and consolidated affiliated entities in China. Our operations in China are governed by PRC laws and regulations. Our PRC subsidiaries are foreign-invested enterprises and are subject to laws and regulations applicable to foreign investment in China and, in particular, laws applicable to foreign-invested enterprises. The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions may be cited for reference but have limited precedential value.

In 1979, the PRC government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past three decades has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, the interpretation and enforcement of these laws and regulations involve uncertainties. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. For example, China enacted an Anti-Monopoly Law in 2008. Because the Anti-Monopoly Law and related regulations have been in effect for only a few years, there have been very few court rulings or judicial or administrative interpretations on certain key concepts used in the law. As a result, there is uncertainty how the enforcement and interpretation of the new Anti-Monopoly Law may affect our business and operations.

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, which may have a retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. In addition, any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention.

***We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet business and companies.***

The PRC government extensively regulates the internet industry, including foreign ownership of, and the licensing and permit requirements pertaining to, companies in the internet industry. These internet-related laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainty. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be violations of applicable laws and regulations. Issues, risks and uncertainties relating to PRC government regulation of the internet industry include, but are not limited to, the following:

- We only have contractual control over our websites. We do not own the websites due to the restriction of foreign investment in businesses providing value-added telecommunication services in China, including internet content provision services. This may significantly disrupt our business, subject us to sanctions, compromise enforceability of related contractual arrangements, or have other harmful effects on us.
- There are uncertainties relating to the regulation of the internet industry in China, including evolving licensing practices. This means that permits, licenses or operations at some of our companies may be subject to challenge, or we have failed to obtain permits or licenses that applicable regulators may deem necessary for our operations or we may not be able to obtain or renew certain permits or licenses to maintain their validity. The major permits and licenses that could be involved include the ICP license, the online culture operating permit, the value-added telecommunication services operation permit and the internet publishing license.
- New laws and regulations may be promulgated that will regulate internet activities, including social networking services, online games and online advertising businesses. If these new laws and regulations are promulgated, additional licenses may be required for our operations. If our operations do not comply with these new regulations at the time they become effective, or if we fail to obtain any licenses required under these new laws and regulations, we could be subject to penalties.

In 2006, the MIIT, the predecessor of which is the Ministry of Information Industry, issued the Notice of the Ministry of Information Industry on Intensifying the Administration of Foreign Investment in Value-added Telecommunications Services. This notice prohibits domestic telecommunication services providers from leasing, transferring or selling telecommunications business operating licenses to any foreign investor in any form, or providing any resources, sites or facilities to any foreign investor for their illegal operation of a telecommunications business in China. According to this notice, either the holder of a value-added telecommunication services operation permit or its shareholders must directly own the domain names and trademarks used by such license holders in their provision of value-added telecommunication services. The notice also requires each license holder to have the necessary facilities, including servers, for its approved business operations and to maintain such facilities in the regions covered by its license. Currently, our PRC consolidated affiliated entities own the related domain names and trademarks and hold the ICP licenses necessary to conduct our operations for websites in China.

The interpretation and application of existing PRC laws, regulations and policies and possible new laws, regulations or policies relating to the internet industry have created substantial uncertainties regarding the legality of existing and future foreign investments in, and the businesses and activities of, internet businesses in China, including our business. We cannot assure you that we have obtained all the permits or licenses required for conducting our business in China or will be able to maintain our existing licenses or obtain any new licenses if required by any new laws or regulations. There are also risks that we may be found to violate the existing or future laws and regulations given the uncertainty and complexity of China's regulation of the internet industry.

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

Substantially all of our revenues and costs are denominated in RMB. The value of the RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. After June 2010, the RMB began to appreciate against the U.S. dollar again, although there have been some periods when it has lost value against the U.S. dollar, as it did for example during 2014. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

There remains significant international pressure on the PRC government to adopt a substantial liberalization of its currency policy, which could result in further appreciation in the value of the RMB against the U.S. dollar. To the extent that we need to convert U.S. dollars into RMB for capital expenditures and working capital and other business purposes, 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 RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs, strategic acquisitions or investments or 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.

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

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

The PRC government imposes controls on the convertibility of the RMB into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in RMB. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval by complying with certain procedural requirements. Therefore, Qianxiang Shiji and Renren Network are able to pay dividends in foreign currencies to us without prior approval from SAFE. However, approval from or registration with appropriate government authorities is required 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. The PRC government may also at its discretion restrict access to foreign currencies for current account transactions in the future. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs.



*Certain regulations in the PRC may make it more difficult for us to pursue growth through acquisitions.*

The Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, which became effective in 2006 and was amended in 2009, established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. The M&A Rule established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. These rules require, among other things, that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor will take control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings issued by the State Council in 2008 are triggered. These rules also prohibit any transactions attempting to bypass such security review, including by controlling entities through contractual arrangements. We believe that our business is not in an industry related to national security. However, we cannot assure you that the Ministry of Culture or other government agencies will not publish interpretations contrary to our understanding or broaden the scope of such security review in the future.

We may grow our business in part by directly acquiring complementary businesses in China. Complying with the requirements of these regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval from the Ministry of Commerce, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

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

SAFE has promulgated several regulations, including the Notice on Relevant Issues Concerning Foreign Exchange Control of Domestic Residents' Overseas Investment and Financing and Roundtrip Investment through Offshore Special Purpose Vehicles, or SAFE Circular 37, issued in 2014, which replaced the former Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents to Engage in Financing and Inbound Investment via Overseas Special Purpose Vehicles (generally known as SAFE Circular 75) promulgated by the SAFE on October 21, 2005. SAFE Circular 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, which is referred to in SAFE Circular 37 as a "special purpose vehicle." SAFE Circular 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as an increase or decrease of capital contributed by PRC residents, share transfer or exchange, merger, division or other material events. In the event that a PRC resident holding interests in a special purpose vehicle fails to complete the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Furthermore, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

Mr. Joseph Chen, our founder, chairman and chief executive officer, is not a PRC citizen, but resides in China and has established and maintains a major shareholding in our company. Based on our oral inquiry with the relevant local branch of SAFE, neither the requirements for registration under SAFE Circular 75 nor the requirements for registration under SAFE Circular 37 are applicable to Mr. Chen.

Mr. James Jian Liu, our executive director and chief operating officer, and a few other senior management personnel of our company, all of whom are PRC residents, became shareholders of our company as a result of the exercise of employee share options. Based on our inquiry with the relevant local branch of SAFE, any application to such local SAFE branch with respect to the registration of Mr. Liu and the other PRC resident shareholders' holdings of shares in our offshore holding company under SAFE Circular 75 or SAFE Circular 37 and related rules will not be officially accepted or examined because they became shareholders of our offshore holding company as a result of their exercise of employee share options.

However, we cannot conclude that SAFE or its local branch responsible for our PRC subsidiary's foreign exchange registrations will not later alter their position on and interpretation of the applicability of these foreign exchange regulations to Mr. Chen, Mr. Liu or the other PRC resident shareholders of our company. In the event that the registration procedures set forth in these foreign exchange regulations becomes applicable to Mr. Chen, Mr. Liu or any of the PRC resident shareholders of our company, we will urge these individuals to file necessary registrations and amendments as required under SAFE Circular 37 and related rules. However, we cannot assure you that all of these individuals can successfully file or update any applicable registration or obtain the necessary approval required by these foreign exchange regulations. We can provide no assurance that we will in the future continue to be informed of the identities of all PRC residents holding direct or indirect interests in our company. The failure or inability of such individuals to comply with the registration procedures set forth in these regulations may subject us to fines or legal sanctions, restrictions on our cross-border investment activities or our PRC subsidiary's ability to distribute dividends to, or obtain foreign-exchange-dominated loans from, our company, or prevent us from making distributions or paying dividends. As a result, our business operations and our ability to make distributions to you could be materially and adversely affected.

Furthermore, as these foreign exchange regulations are still relatively new and their interpretation and implementation has been constantly evolving, it is unclear how these regulations, and any future regulation concerning offshore or cross-border transactions, will be interpreted, amended and implemented by the relevant government authorities. We cannot predict how these regulations will affect our business operations or future strategy. In addition, if we decide to acquire a PRC domestic company, we cannot assure you that we or the owners of such company, as the case may be, will be able to obtain the necessary approvals or complete the necessary filings and registrations required by the foreign exchange regulations. This may restrict our ability to implement our acquisition strategy and could adversely affect our business and prospects.

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

In 2006, the People's Bank of China promulgated the Administrative Measures of Foreign Exchange Matters for Individuals, which set forth the respective requirements for foreign exchange transactions by individuals (both PRC or non-PRC citizens) under either the current account or the capital account. In 2007, SAFE issued implementing rules for the Administrative Measures of Foreign Exchange Matters for Individuals, which, among other things, specified approval requirements for certain capital account transactions such as a PRC citizen's participation in the employee share ownership plans or share option plans of an overseas publicly listed company. In 2007, also SAFE promulgated the Application Procedures of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Ownership Plan or Stock Option Plan of Overseas-Listed Company, or the Stock Option Rules.

In February 2012, SAFE promulgated the Notice on the Administration of Foreign Exchange Matters for Domestic Individuals Participating in the Stock Incentive Plans of Overseas Listed Companies, or the Stock Option Notice. This Stock Option Notice replaced the previous Stock Option Rules. The Stock Option Notice simplifies the requirements and procedures for the registration of stock incentive plan participants, especially in respect of the required application documents and the absence of strict requirements on offshore and onshore custodian banks, as were stipulated in the earlier Stock Option Rules. Under these rules, for PRC resident individuals who participate in stock incentive plans of overseas publicly listed companies, which includes employee stock ownership plans, stock option plans and other incentive plans permitted by relevant laws and regulations, a PRC domestic qualified agent or the PRC subsidiary of such overseas listed company must, among other things, file, on behalf of such resident, an application with SAFE or its local counterpart to obtain approval for an annual allowance with respect to the purchase of foreign exchange in connection with the stock holding or share option exercises as PRC residents may not directly use overseas funds to purchase shares or exercise share options. In addition, within three months after any substantial changes to any such stock incentive plan, including for example any changes due to merger or acquisition or changes to the domestic or overseas custodian agent, the domestic agent must update the registration with SAFE.

As our company became listed on the New York Stock Exchange, or the NYSE, in May 2011, we and our PRC citizen employees who participate in an employee share ownership plan or a share option plan are subject to these regulations. If we or our PRC optionholders fail to comply with these regulations, we or our PRC optionholders may be subject to fines and other legal or administrative sanctions. See "Item 4.B—Business Overview—Regulation—Regulations on Employee Stock Options Plans."

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

Pursuant to the Notice on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-PRC Resident Enterprises, or SAT Circular 698, issued by the State Administration of Taxation in 2009 with retroactive effect from January 1, 2008, if a non-resident enterprise transfers the equity interests of a PRC resident enterprise indirectly by disposing of the equity interests of an overseas holding company without a reasonable commercial purpose then it may be subject to PRC withholding tax at a rate of up to 10% from gains derived from this indirect transfer.

Although the SAT issued the Notice on Several Issues on the Administration of Enterprise Income Tax of Non-PRC Resident Enterprises in 2011, or SAT Circular 24, to provide further clarification on how SAT Circular 698 and its relevant provisions should be implemented, there remain uncertainties as to how “reasonable commercial purpose” is defined or determined or whether transactions conducted as part of an internal restructuring may be immune to re-characterization. On February 3, 2015, the State Administration of Taxation issued SAT Notice on the Collection of Corporate Income Tax by Indirect Transfer of Assets by Non-Resident Companies, or SAT Circular 7, which attempts to clarify the meaning of “reasonable commercial purpose” and abolishes certain clauses of both Circular 698 and Circular 24. SAT Circular 7 also expands the concept of indirect transfer from equity interests to movable and immovable property in China and provides safe harbor rules for the public trading of shares in a listed company holding taxable China assets and for indirect transfers resulting from a corporate restructuring. Further, SAT Notice 7 replaces the compulsory reporting requirement set forth in SAT Circular 698 with a voluntary reporting regime. SAT Circular 7 provides that, where an indirect transfer occurs, both parties to the indirect transfer must submit the relevant documents to the competent tax authority for tax filing purposes, and enterprise income tax will be payable after the share transfer agreement comes into effect and the registration of the share transfers is completed. Indirect transfers occurring before SAT Circular 7 but for which tax matters have not been resolved will be governed by SAT Circular 7.

There are still uncertainties as to the interpretation and implementation of SAT Notice 7. The PRC tax authorities have discretions under SAT Circular 698 and SAT Notice 7 to make adjustments to the taxable capital gains based on the difference between the fair value of the equity interests transferred and the cost of investments. We may pursue acquisitions in the future that may involve complex corporate structures. If we are considered a non-resident enterprise under the PRC Enterprise Income Tax Law and if the PRC tax authorities make adjustments to the taxable income of these transactions under Circular 698 and SAT Notice 7, our income tax expenses associated with such potential acquisitions will increase, which may adversely affect our financial condition and results of operations.

In 2013 we submitted a filing in respect of an internal transfer of our equity interest in our subsidiary, Nuomi (HK) Technology Development Co. Limited, and in 2014 we submitted another filing in respect of the sales of our equity interest in Nuomi Holdings Inc. to Baidu Holdings Limited. We have not received the final assessment for either filing and we cannot ascertain at this time if the potential tax liability we have booked for these transactions will be deemed sufficient.

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

The Enterprise Income Tax Law applies a uniform statutory income tax rate of 25% to enterprises in China. The Enterprise Income Tax Law and the implementation rules promulgated under it provide that “software enterprises” enjoy an income tax exemption for two years beginning with their first profitable year and a 50% tax reduction to a rate of 12.5% for the subsequent three years. Renren Games has been qualified as a “software enterprise” by the Shanghai Municipal Commission of Science and Technology and, accordingly, was exempt from enterprise income tax rate in 2013 and 2014 and will enjoy a tax reduction of 50% from 2015 to 2017. Furthermore, certain enterprises may still benefit from a preferential tax rate of 15% under the Enterprise Income Tax Law if they qualify as a “High and New Technology Enterprise” subject to certain general factors described in the Enterprise Income Tax Law and the related regulations. Tianjin Joy Interactive Technology Development Co., Ltd. is entitled to a preferential tax rate of 15% due to its qualification as a “High and New Technology Enterprise” from October 21, 2014 to October 20, 2017.

There are uncertainties surrounding the interpretation and implementation of the Enterprise Income Tax Law and its implementation rules. We cannot assure you that the qualification of Renren Games as a “software enterprise” or Tianjin Joy Interactive Technology Development Co., Ltd. as a “High and New Technology Enterprise” by the relevant tax authority will not be challenged in the future by their supervising authorities and be repealed, or that there will not be future implementation rules that are inconsistent with current interpretation of the Enterprise Income Tax Law. If the tax benefits that Renren Games enjoys as a “software enterprise” are revoked prior to expiration of their term, and we are otherwise unable to qualify these companies for other income tax exemptions or reductions, our effective income tax rate will be adversely affected. In addition, we may have to pay additional taxes to make up any previously unpaid tax. As a result, our results of operations could be materially and adversely affected. Our global income and the dividends that we may receive from our PRC subsidiaries, dividends distributed to our non-PRC shareholders and ADS holders, and gain recognized by such shareholders or ADS holders, may be subject to PRC taxes under the Enterprise Income Tax Law, which would have a material adverse effect on our results of operations.

Under the Enterprise Income Tax Law and its implementation rules, both of which became effective on January 1, 2008, an enterprise established outside of the PRC with “de facto management bodies” within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.” The State Administration of Taxation issued the Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies, or SAT Circular 82, in 2009. SAT Circular 82 provides certain specific criteria for determining whether the “de facto management body” of a Chinese-controlled offshore-incorporated enterprise is located in China. See “Item 5—Operating and Financial Review and Prospects—Taxation—PRC.” Although SAT Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not those controlled by PRC individuals, the determining criteria set forth in Circular 82 may reflect the State Administration of Taxation’s general position on how the “de facto management body” test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises or individuals. Although we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises, it is possible that the PRC tax authorities could reach a different conclusion. In such case, we may be considered a resident enterprise and may therefore be subject to enterprise income tax at a rate of 25% on our global income. If we are considered a resident enterprise and earn income other than dividends from our PRC subsidiaries, a 25% enterprise income tax on our global income could significantly increase our tax burden and materially and adversely affect our cash flow and profitability.

Pursuant to the Enterprise Income Tax Law and its implementation rules, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in China to its foreign investors, which are non-PRC tax resident enterprises without an establishment in China, or whose income has no connection with their institutions and establishments inside China, are subject to withholding tax at a rate of 10%, unless any such foreign investor’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. We are a Cayman Islands holding company and we conduct substantially all of our operations in China through contractual arrangements between our wholly owned PRC subsidiaries and our consolidated affiliated entities. As long as our offshore holding companies are considered non-PRC resident enterprises, dividends that they respectively receive from our PRC subsidiaries may be subject to withholding tax at a rate of 10%. See “Item 5—Operating and Financial Review and Prospects—Taxation—PRC.”

As uncertainties remain regarding the interpretation and implementation of the Enterprise Income Tax Law and its implementation rules, we cannot assure you that if we are regarded as a PRC resident enterprise, any dividends to be distributed by us to our non-PRC shareholders and ADS holders would not be subject to any PRC withholding tax at a rate of up to 10%. Similarly, any gain recognized by such non-PRC shareholders or ADS holders on the sale of shares or ADSs, as applicable, may also be subject to PRC withholding tax. If we are required under the Enterprise Income Tax Law to withhold PRC income tax on our dividends payable to our non-PRC enterprise shareholders and ADS holders, or on gain recognized by such non-PRC shareholders or ADS holders, such investors’ investment in our ordinary shares or ADSs may be materially and adversely affected.

***The audit report included in this annual report is prepared by auditors who are not inspected by the Public Company Accounting Oversight Board, and, as such, you are deprived of the benefits of such inspection.***

The independent registered public accounting firm that issues the audit reports included in our annual reports filed with the SEC, as auditors of companies that are traded publicly in the United States and a firm registered with the United States Public Company Accounting Oversight Board, or the PCAOB, is required by the laws of the United States to undergo regular inspections by the PCAOB to assess its compliance with the laws of the United States and professional standards. Because our auditors are located in the PRC, a jurisdiction where the PCAOB is currently unable to conduct inspections without the approval of the Chinese authorities, our auditors are not currently inspected by the PCAOB.

Inspections of other firms that the PCAOB has conducted outside China have identified deficiencies in those firms' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. This lack of PCAOB inspections in China prevents the PCAOB from regularly evaluating our auditor's audits and its quality control procedures. As a result, investors may be deprived of the benefits of PCAOB inspections.

The inability of the PCAOB to conduct inspections of auditors in China makes it more difficult to evaluate the effectiveness of our auditor's audit procedures or quality control procedures as compared to auditors outside of China that are subject to PCAOB inspections. Investors may lose confidence in our reported financial information and procedures and the quality of our financial statements.

***If additional remedial measures are imposed on the Big Four PRC-based accounting firms, including our independent registered public accounting firm, in administrative proceedings brought by the SEC alleging the firms' failure to meet specific criteria set by the SEC with respect to requests for the production of documents, we could be unable to timely file future financial statements in compliance with the requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act.***

Starting in 2011 the Chinese affiliates of the "big four" accounting firms (including our independent registered public accounting firm) were affected by a conflict between U.S. and Chinese law. Specifically, for certain U.S.-listed companies operating and audited in mainland China, the SEC and the PCAOB sought to obtain from the Chinese firms access to their audit work papers and related documents. The firms were, however, advised and directed that under China law they could not respond directly to the U.S. regulators on those requests, and that requests by foreign regulators for access to such papers in China had to be channeled through the China Securities Regulatory Commission, or the CSRC.

In late 2012 this impasse led the SEC to commence administrative proceedings under Rule 102(e) of its Rules of Practice and also under the Sarbanes-Oxley Act of 2002 against the Chinese accounting firms (including our independent registered public accounting firm). A first instance trial of the proceedings in July 2013 in the SEC's internal administrative court resulted in an adverse judgment against the firms. The administrative law judge proposed penalties on the firms including a temporary suspension of their right to practice before the SEC, although that proposed penalty did not take effect pending review by the Commissioners of the SEC. On February 6, 2015, before a review by the Commissioners had taken place, the firms reached a settlement with the SEC. Under the settlement, the SEC accepts that future requests by the SEC for the production of documents will normally be made to the CSRC. The firms will receive matching Section 106 requests, and are required to abide by a detailed set of procedures with respect to such requests, which in substance require them to facilitate production via the CSRC. If they fail to meet specified criteria, the SEC retains authority to impose a variety of additional remedial measures on the firms depending on the nature of the failure. Remedies for any future noncompliance could include, as appropriate, an automatic six-month bar on a single firm's performance of certain audit work, commencement of a new proceeding against a firm, or in extreme cases the resumption of the current proceeding against all four firms.

In the event that the SEC restarts the administrative proceedings, depending upon the final outcome, listed companies in the United States with major PRC operations may find it difficult or impossible to retain auditors in respect of their operations in the PRC, which could result in financial statements being determined to not be in compliance with the requirements of the Exchange Act, including possible delisting. Moreover, any negative news about any such future proceedings against these audit firms may cause investor uncertainty regarding China-based, U.S.-listed companies and the market price of our ADSs may be adversely affected.

If our independent registered public accounting firm were denied, even temporarily, the ability to practice before the SEC and we were unable to timely find another registered public accounting firm to audit and issue an opinion on our financial statements, our financial statements could be determined not to be in compliance with the requirements of the Exchange Act. Such a determination could ultimately lead to the delisting of our ADSs from the NYSE or deregistration from the SEC, or both, which would substantially reduce or effectively terminate the trading of our ADSs in the United States.

## Risks Related to Our ADSs

*The market price for our ADSs has fluctuated and may continue to be volatile.*

The market price for our ADSs has fluctuated significantly since we first listed our ADSs. Since our ADSs became listed on the NYSE on May 4, 2011, the closing prices of our ADSs have ranged from US\$2.39 to US\$18.01 per ADS, and the last reported trading price on April 13, 2015 was US\$2.7 per ADS.

The market price for our ADSs may be highly volatile and subject to wide fluctuations in response to factors including the following:

- regulatory developments in our industry affecting us, our advertisers or our competitors;
- announcements of studies and reports relating to the quality of our services or those of our competitors;
- changes in the economic performance or market valuations of other companies that provide SNS, online games, online advertising or social commerce services or other internet companies;
- actual or anticipated fluctuations in our quarterly results of operations and changes or revisions of our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the SNS, online game and online advertising industries or the internet industry in general;
- announcements by us or our competitors of new services, acquisitions, strategic relationships, joint ventures or capital commitments;
- additions to or departures of our senior management;
- fluctuations of exchange rates between the RMB and the U.S. dollar; and
- sales or perceived potential sales of additional ordinary shares or ADSs.

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

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

We have a dual-class voting structure which consists of Class A ordinary shares and Class B ordinary shares. Subject to certain exceptions, in respect of matters requiring the votes of shareholders, holders of Class A ordinary shares are entitled to one vote per share, while holders of Class B ordinary shares are entitled to ten votes per share. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon any transfer of Class B ordinary shares by a holder thereof to any person or entity which is not an affiliate of such holder, such Class B ordinary shares shall be automatically and immediately converted into the equal number of Class A ordinary shares.

We issued Class A ordinary shares represented by our ADSs in our initial public offering in May 2011. Mr. Joseph Chen, who is our founder, chairman and chief executive officer, and SB Pan Pacific Corporation are our only shareholders who hold Class B ordinary shares. Due to the disparate voting powers attached to the two classes of ordinary shares, Mr. Chen and SB Pan Pacific Corporation beneficially own approximately 48.0% and 43.0%, respectively, of the aggregate voting power of our company as of February 28, 2015 and have controlling power over matters requiring shareholder approval, subject to certain exceptions. As between Mr. Chen and SB Pan Pacific Corporation, the approvals of SB Pan Pacific Corporation are required for certain important matters relating to our company. See “Item 10. Additional Information—B. Memorandum and Articles of Association—Ordinary Shares—Voting Rights.” Consequently, these shareholders are able to significantly influence matters such as electing directors and approving material mergers, acquisitions or other business combination transactions. This concentration of ownership and voting power may also discourage, delay or prevent a change in control of our company, which could have the dual effect of depriving our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and reducing the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders, including those who purchase ADSs. In addition, these persons could divert business opportunities away from us to themselves or others.

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

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

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

***Substantial future sales or perceived potential sales of our ADSs in the public market could cause the price of our ADSs to decline.***

Sales of our ADSs or ordinary shares in the public market, or the perception that these sales could occur, could cause the market price of our ADSs to decline. As of February 28, 2015, not including options, we have 1,021,240,806 ordinary shares outstanding comprised of (i) 385,751,202 Class A ordinary shares represented by ADSs, which ADSs are freely transferable without restriction or additional registration under the Securities Act, (ii) 330,101,154 Class A ordinary shares not represented by ADSs, which are available for sale subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act, and (iii) 305,388,450 Class B ordinary shares which, following conversion to Class A ordinary shares by the holder of the Class B ordinary shares, are available for sale subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act.

Certain holders of our ordinary shares have the right to cause us to register under the Securities Act the sale of their shares. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs in the public market could cause the price of our ADSs to decline.

***You may not have the same voting rights as the holders of our ordinary shares and may not receive voting materials in time to be able to exercise your right to vote.***

Except as described in this annual report and in the deposit agreement, dated as of May 4, 2011, by and among our company, Citibank, N.A., as depositary, and the holders and beneficial owners of American depositary shares, holders of our ADSs will not be able to exercise voting rights attaching to the Class A ordinary shares represented by our ADSs on an individual basis. Holders of our ADSs will appoint the depositary or its nominee as their representative to exercise the voting rights attaching to the Class A ordinary shares represented by the ADSs. Upon receipt of your voting instructions, the depositary will vote the underlying Class A ordinary shares in accordance with these instructions.

Pursuant to our amended and restated memorandum and articles of association, we may convene a shareholders' meeting upon seven calendar days' notice. If we give timely notice to the depositary under the terms of the deposit agreement, which is 30 days' notice, the depositary will notify you of the upcoming vote and arrange to deliver our voting materials to you. We cannot assure you that you will receive the voting materials in time to instruct the depositary to vote the Class A ordinary shares underlying your ADSs, and it is possible that you, or persons who hold their ADSs through brokers, dealers or other third parties, will not have the opportunity to exercise a right to vote. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to exercise your right to vote and there may be nothing you can do if the Class A ordinary shares underlying your ADSs are not voted as you requested. In addition, although you may directly exercise your right to vote by withdrawing the Class A ordinary shares underlying your ADSs, you may not receive sufficient advance notice of an upcoming shareholders' meeting to withdraw the Class A ordinary shares underlying your ADSs to allow you to vote with respect to any specific matter.

***Your right to participate in any future rights offerings may be limited, which may cause dilution to your holdings, and you may not receive cash dividends if it is impractical to make them available to you.***

We may from time to time distribute rights to our shareholders, including rights to acquire our securities. However, we cannot make rights available to you in the United States unless we register both the rights and the securities to which the rights relate under the Securities Act or an exemption from the registration requirements is available. Under the deposit agreement, the depositary will not make rights available to you unless both the rights and the underlying securities to be distributed to ADS holders are either registered under the Securities Act or exempt from registration under the Securities Act. We are under no obligation to file a registration statement with respect to any such rights or securities or to endeavor to cause such a registration statement to be declared effective and we may not be able to establish a necessary exemption from registration under the Securities Act. Accordingly, you may be unable to participate in our rights offerings and may experience dilution in your holdings.

The depositary of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our ordinary shares or other deposited securities after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent. However, the depositary may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that it is not practicable to distribute certain property through the mail, or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may decide not to distribute such property to you.

***You may be subject to limitations on transfer of your ADSs.***

Your 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 in accordance with the terms of the deposit agreement.



***You may face difficulties in protecting your interests, and your ability to protect your rights through the U.S. federal courts may be limited because we are incorporated under Cayman Islands law, we conduct substantially all of our operations in China and substantially all of our directors and officers reside outside the United States.***

We are incorporated in the Cayman Islands and conduct substantially all of our operations in China through our PRC subsidiaries and consolidated affiliated entities. Most of our directors and officers reside outside the United States and a substantial portion of the assets of such directors and officers are located outside of the United States. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the Cayman Islands or in China in the event that you believe that your rights have been infringed under the securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of China may render you unable to enforce a judgment against our assets or the assets of our directors and officers. There is no statutory recognition in the Cayman Islands of judgments obtained in the United States, although a final and conclusive judgment in the federal or state courts of the United States under which a sum of money is payable, other than a sum payable in respect of taxes, fines, penalties or similar charges, and which was neither obtained by fraud or in proceedings contrary to natural justice or the public policy of the Cayman Islands, may be subject to enforcement proceedings as a debt in the courts of the Cayman Islands under the common law doctrine of obligation without any re-examination of the merits of the underlying dispute.

Our corporate affairs are governed by our amended and restated memorandum and articles of association, as amended and restated from time to time, and by the Companies Law (2013 Revision) and common law of the Cayman Islands. The rights of shareholders to take legal action against us and our directors, actions by minority shareholders and the fiduciary responsibilities of our directors are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which provides persuasive, but not binding, authority. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States and provides significantly less protection to investors. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in U.S. federal courts.

As a result, our public shareholders may have more difficulty in protecting their interests through actions against us, our management, our directors or our major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States.

***Our amended and restated memorandum and articles of association contain anti-takeover provisions that could adversely affect the rights of holders of our ordinary shares and ADSs.***

Our amended and restated memorandum and articles of association contain certain provisions that could limit the ability of others to acquire control of our company, including a provision that grants authority to our board directors to establish from time to time one or more series of preferred shares without action by our shareholders and to determine, with respect to any series of preferred shares, the terms and rights of that series. The provisions could have the effect of depriving our shareholders of the opportunity to sell their shares at a premium over the prevailing market price by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transactions.

***Our two largest shareholders are able to significantly influence our actions over important corporate matters, which may deprive you of an opportunity to receive a premium for your shares and reduce the price of our ADSs.***

As of February 28, 2015, Mr. Joseph Chen, our founder, chairman and chief executive officer, beneficially owns approximately 15.6% of our outstanding Class A ordinary shares and approximately 55.8% of our outstanding Class B ordinary shares, representing in aggregate 48.0% of our total voting power, and SB Pan Pacific Corporation beneficially owns approximately 37.8% of our outstanding Class A ordinary shares and approximately 44.2% of our outstanding Class B ordinary shares, representing in aggregate 43.0% of our total voting power. As between Mr. Chen and SB Pan Pacific Corporation, the approvals of SB Pan Pacific Corporation are required for certain important matters relating to our company. See “Item 10. Additional Information—B. Memorandum and Articles of Association—Ordinary Shares—Voting Rights.” Consequently, these shareholders are able to significantly influence matters such as electing directors and approving material mergers, acquisitions or other business combination transactions. This concentration of ownership and voting power may also discourage, delay or prevent a change in control of our company, which could have the dual effect of depriving our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and reducing the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders, including those who purchase ADSs. In addition, these persons could divert business opportunities away from us to themselves or others.

*We may be a passive foreign investment company for United States federal income tax purposes, which could subject United States investors in the ADSs or ordinary shares to significant adverse United States income tax consequences.*

Depending upon the value of our ordinary shares and ADSs and the nature of our assets and income over time, we could be a passive foreign investment company, or PFIC, for United States federal income tax purposes. A non-United States corporation will be treated as a PFIC for any taxable year if either (i) 75% or more of its gross income for such year consists of certain types of “passive” income, or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year is attributable to assets that produce passive income or are held for the production of passive income. Passive income is any income that would be foreign personal holding company income under the Internal Revenue Code of 1986, as amended, including, without limitation, dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income, net gains from commodity transactions, net foreign currency gains and income from notional principal contracts.

We believe we were a PFIC for the taxable years ending December 31, 2012, December 31, 2013 and December 31, 2014. Our PFIC status for the current taxable year will not be determinable until after the close of the current taxable year. Because we currently hold, and expect to continue to hold, a substantial amount of cash and other passive assets and, because, as a public company, the value of our assets for this purpose is determined in part by reference to the market prices of our ADSs and outstanding ordinary shares, there can be no assurance that we will not be a PFIC for the current or any future taxable year.

If we are a PFIC for any taxable year in which you hold our ADSs or ordinary shares and you are a U.S. Holder (as defined in “Item 10.E—Additional Information—Taxation—United States Federal Income Tax Considerations—General”), you generally will become subject to increased U.S. federal income tax liabilities and special U.S. federal income tax reporting requirements, unless you make a timely “mark-to-market” election to mitigate some of the applicable consequences. For more information on the U.S. federal income tax consequences to you that would result from our classification as a PFIC, see “Item 10.E Additional Information—Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules.”

#### **Item 4. Information on the Company**

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

We began our operations in China in 2002 through Beijing Qianxiang Tiancheng Technology Development Co., Ltd., or Qianxiang Tiancheng, which has subsequently become one of our consolidated affiliated entities through the contractual arrangements described below. CIAC/ChinaInterActiveCorp, or CIAC, was incorporated in August 2005 in the Cayman Islands. CIAC wholly owns Qianxiang Shiji Technology Development (Beijing) Co., Ltd., or Qianxiang Shiji, a company established in Beijing and one of the subsidiaries through which we operate our business in China in reliance on a series of contractual arrangements.

Our current holding company, Renren Inc., was incorporated in February 2006 in the Cayman Islands under our prior name, Oak Pacific Interactive. Through a corporate restructuring in March 2006, CIAC’s shareholders exchanged all of their outstanding ordinary and preferred shares of CIAC for ordinary and preferred shares of Oak Pacific Interactive on a pro rata basis. As a result, Oak Pacific Interactive acquired all of the equity interests in CIAC and CIAC became a wholly owned subsidiary of Oak Pacific Interactive. In December 2010, we changed our corporate name from Oak Pacific Interactive to Renren Inc.

On March 25, 2011, we implemented a ten-for-one share split. Except as otherwise indicated, all information in this annual report concerning share and per share data gives retroactive effect to the ten-for-one share split.

In May 2011, we completed our initial public offering, wherein we issued and sold 50,863,711 ADSs, and certain selling shareholders sold 10,201,289 ADSs, at an initial offering price of US\$14.00 per ADS. On May 4, 2011, we listed our ADSs on the NYSE under the symbol “RENN.” In addition, concurrently with our initial public offering, we sold an aggregate of 23,571,426 Class A ordinary shares to certain unrelated third-party investors in a private placement, at a price of US\$4.67 per Class A ordinary share.

In October 2011, we completed the acquisition of 100% of the equity interest in Wole Inc., a Cayman Islands limited liability company. Wole Inc. operated 56.com, a leading user generated content online video sharing website in China, through a set of contractual arrangements between Wole Inc.'s PRC subsidiary, Wole Technology, and Qianjun Technology. We agreed to sell Qianjun Technology, the operator of the 56.com business, to Sohu.com Inc. in October 2014, with the transaction being completed on December 1, 2014.

In March 2013, we completed a corporate restructuring wherein we moved our online games business to Renren Games, a PRC company incorporated in November 2012. Through a set of contractual arrangements between Renren Network, one of our wholly owned PRC subsidiaries, and Renren Games, we effectively control and receive substantially all of the economic benefits of Renren Games. See "Item 4.C—Information on the Company—Organizational Structure" for more information.

In October 2013, Baidu Holdings Limited, a subsidiary of Baidu, Inc., acquired approximately 59% of the equity interest of Nuomi Holdings Inc., or Nuomi, a wholly-owned subsidiary of ours and a leading provider of group-buying services in China. In January 2014, Baidu Holdings Limited entered into a share purchase agreement with us and Nuomi to acquire all of our remaining equity interest in Nuomi. This transaction was completed on February 28, 2014.

In October 2014, Tianjin Jinhu Culture Development Co., Ltd, a subsidiary of Sohu.com Inc., acquired 100% of the equity interest of Guangzhou Qianjun Internet Technology Co., Ltd, a wholly-owned subsidiary of ours and operator of the 56.com website. This transaction was completed on December 1, 2014.

Our principal executive offices are located at 1/F, North Wing, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing, 100016, the People's Republic of China. Our telephone number at this address is +86 (10) 8448-1818. Our registered office in the Cayman Islands is located at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Our telephone number at this address is +1 345-949-8066. We also have offices in 27 cities in China, including Shanghai, Guangzhou and Wuhan. Our agent for service of process in the United States in connection with the registration statement on Form F-1 for our initial public offering in May 2011 is Law Debenture Corporate Services Inc., located at 400 Madison Avenue, 4th Floor, New York, New York 10017.

## **B. Business Overview**

### **Overview**

Renren operates a leading real name social networking internet platform in China. We enable users to connect and communicate with each other, share information and user generated content, play online games and enjoy a wide range of other features and services. Our primary services are:

- *Renren SNS*, which includes our main social networking website and mobile services; and
- *Renren Games*, our online games business, available at *wan.renren.com* and on major mobile game distribution platforms, such as Apple's Appstore;

Beginning in late 2013, we have been reallocating our resources to new business areas. We disposed of Nuomi, our group-buy e-commerce business, in two stages in October 2013 and February 2014. We disposed of 56.com, our on-line video business, in December 2014. We have also shifted from developing games in-house to licensing games from third-party design studios, reducing the size of our gaming team in the process, although in-house developed games were still responsible for a significant majority of our Games segment revenues in 2014. We plan to continue to develop new services for our core social networking services, which remains the foundation of all our services, particularly services that appeal to our target audience of college students and young people in China. We launched a new service in the fourth quarter of 2014 to provide credit financing to college students in China, which we call Renren Fenqi.

## Renren SNS

Renren, our main real name social networking website plus mobile service, is the foundation of our service offerings. *Renren.com* and Renren Mobile App enable users to communicate and stay connected with their friends, classmates, family members and co-workers. We began at university campuses, and we believe our users include a significant portion of current college students and recent college graduates in China. Our real name social networking community has diversified over the years to include white-collar professionals, university-bound high school students and other demographics. Since December 2013, partly due to increased competition for the white collar demographic and their migration to social messaging services, we have begun re-focusing on the younger demographic such as university students. We believe real name relationships, through which users share personal content and experiences, provide the basis for a deeper and more authentic sense of community, and hence create stronger and more enduring social graphs on the network. With approximately 88% of our traffic now coming from our mobile services, we have transformed from a PC-based social networking company to a mobile-oriented social networking services provider.

We are one of the largest SNS platforms in China. As of December 31, 2012, 2013 and 2014, the cumulative total of our activated users was approximately 178 million, 206 million and 223 million, respectively. From January 2014 through December 2014, we added an average of approximately 1.4 million new activated users per month. In December 2012, December 2013 and December 2014, the number of our monthly unique log-in users was approximately 56 million, 45 million and 46 million, respectively. From January 2014 through December 2014, our unique log-in users spent a monthly average of approximately 4 hours on our platform, compared to an average of 7.7 hours in 2013. The decrease in users' average time spent on our platform is primarily due to intense competition in the mobile internet environment, where there are numerous mobile applications dedicated to meet the specific needs of different users that have affected their stickiness to our platform.

Our SNS platform is accessible from internet-enabled devices, including mobile devices and personal computers, so that users can access our platform anytime from anywhere they are connected to the internet. We offer versions of our sites and client applications that have been optimized for a range of mobile device operating systems, including for iOS, Android and Windows. Increasingly, our users are accessing and spending time on *renren.com* through mobile devices. For example, the mobile percentage of our monthly total user time spent on *renren.com* was 69.1%, 79.2% and 87.9% in December 2012, December 2013 and December 2014, respectively.

By providing content and applications that are attractive to Chinese internet users, we seek to strengthen our user base and increase user engagement and retention. With mobile devices becoming the preferred method for Chinese internet users to access social networking services and other internet services, we have focused our research and development resources on mobile services and applications. During 2014, we have continuously improved our Renren Mobile App's communication features, such as adding a feature for sending both voice and text messaging between individuals or in groups. We also added various location-based services for our users to get connected and communicate with others on campus as part of our strategy of re-focusing on the younger user demographics. We have recently launched a mobile application, "YouPai," for both professional photographers and general users to edit, share and comment on photographs with social networking features.

From time to time we develop and offer new services that we believe have synergies with our SNS platform and could leverage our SNS user base. For instance, we launched an internet finance initiative in October 2014 through which we provide installment financing plans to eligible college students to facilitate their purchases of various consumer goods such as smartphones, consumer electronics, cosmetics and fashion accessories on our marketplace and various selected e-commerce platforms in China. We call this Renren Fenqi. We believe that we have a competitive advantage with our extensive database of college students in China, which allows us to assess their credit profiles and repayment abilities. As the leading SNS on college campuses in China, we are able to reach out to our target users more effectively.

One of the primary approaches for us to monetize our user base is through online advertising services. We offer a broad range of advertising formats and solutions, such as social ads, display ads, top promoted news feeds, sponsored online events, campaigns and virtual items on both web and mobile platforms of *renren.com*, which are described in more detail below. For social ads, display ads, and top promoted news feed items, we have the capability to target and reach users meeting certain geographic and demographic criteria, such as educational background, life stage (for example, students or white collar workers), user interests and geographic location. We have developed mobile advertisement solutions which offer similar targeting capabilities, including location based recommendations.

- Mobile advertising—Our mobile advertising products include top banner placements, location-based services, app promotions and promoted news feeds through our mobile applications. Advertisers may pay for different types of advertising formats while targeting their advertisements by user interests, time period, and demographic and geographic criteria. We began selling mobile advertising to our brand advertisers in the fourth quarter of 2013 and it accounted for approximately 15% of our total online advertising revenue for the year ended December 31, 2014.
- Social ads—Our social ads come in a variety of formats, including user icon displays, and they support light flash-based interactions, including polls and coupons. Our social ads allow users to interact with the advertisement alone or together with friends using user-initiated call-to-action buttons such as “participate,” “like this ad,” “comment on this ad,” “share this ad” and “become a fan,” which can result in friend recommendations and other forms of social influence. Our social ads are designed to be non-intrusive and typically do not employ heavy flashing fields or pop-ups that cover large parts of the user’s screen. Advertisers pay for social ads based on the time period that the advertisement is displayed or the number of impressions delivered.
- Display ads—Our display ads are delivered alongside a web page primarily as graphical advertisements. Display ads can be targeted to certain users or can be displayed on a page at a certain time to all users viewing the page. Advertisers can pay for display ads based on the time period that the advertisement is displayed, the number of ad impressions delivered or the number of clicks on their advertisement. An “ad impression” is delivered when an advertisement appears on a page and the page is viewed by a user.
- Top promoted news feeds—Our promoted news feeds display news, events and promotions regarding an advertiser or its brand to users in various formats, including text and text plus graphic, which they can further share among their friends.
- Sponsored online events, campaigns and virtual items—We enable advertisers to sponsor a particular area on our website for online events or campaigns, and to sponsor virtual items.

While the growth of mobile advertising spending may be accelerating in mature markets such as the United States, China’s advertising market historically has taken longer to adopt trends and has yet to fully embrace mobile advertising. Nevertheless, we believe that mobile targeting will become more important as advertisers in China become more comfortable with mobile advertising and users continue to spend more time on our mobile services.

Our online advertising serves a broad base of advertisers, including leading international companies such as Yum and Coca-Cola, leading companies in China such as China Mobile and Snow Beer, and various small- and medium-sized enterprises. In 2012, 2013 and 2014, the number of our brand advertisers was 232, 189 and 139, respectively, and the average annual spending by our brand advertisers was approximately US\$182,000, US\$193,000 and US\$179,000, respectively. Our advertisers operate in a variety of industries, including fast-moving consumer goods, information technology hardware, apparel and accessories, personal care products, automobile manufacturing and financial services. Our online advertising service team has direct contacts with our advertisers, the vast majority of whom purchase our online advertising services through third-party advertising agencies. As of December 31, 2014, we had 152 sales representatives and supporting personnel for online advertising services.

We also have an advertising division dedicated to servicing small and medium enterprise, or SME, advertisers. We utilize our *renren.com* platform to allow SME advertisers to select certain user information, such as city, gender, age, interest graph and university, for better targeting accuracy. SME advertising verticals typically consist of services relating to tutoring, wedding packages, personal electronics and on-line B2C services. In 2014, SME advertising represented approximately 6% of our total advertising revenue.

In addition to online advertising, we also monetize our user base through VIP memberships and virtual items on *renren.com* and *woxiu.com*. VIP memberships provide users with additional features and benefits such as larger size limits on photo albums and email inboxes. Virtual items, such as cartoon images, flashes, birthday cards and gift cards containing our virtual currency, can be sent by users to friends. Some virtual items are free and others need to be purchased. Woxiu, which means “a show of your own” in Chinese, is a social video platform for users to stream their performances live to viewers. With our social networking features, users can chat with the performer and other audience members and purchase virtual items from us such as flowers, jewelry or sports cars to show their support and appreciation for the performers.

## **Renren Games**

We offer a portfolio of web-based, cross-platform and mobile games to our users through Renren Games. Web-based games are games that can be played directly from the user's internet browser without downloading additional software. Cross-platform games are games that allow users to play the same game between PC and mobile devices seamlessly while also using the same account. Cross-platform games are optimized for both PC and mobile games so that user experience on both mediums remains high. Beginning in 2013, with smartphone and tablet penetration continuing to increase in China and globally, we began to allocate more resources to mobile games and new game genres such as card and board games, quiz games and advanced casual games on both iOS and Android systems.

The games we offer include games that we have developed internally and games that we have licensed from third parties. However, we have shifted from developing games in-house to licensing games from third-party design studios, reducing the size of our gaming team in the process, although during this transitional period our in-house developed games remain responsible for a significant majority of our Games segment revenues. Going forward, Renren Games will be primarily a game operator rather than a game developer, although we may invest in particularly promising game design studios on a relatively small scale.

We use a virtual item-based revenue model for our games, under which players can play games for free but are charged for optional purchases of virtual in-game items, such as items that improve the strength of game character, in-game accessories and pets. In most cases, users that wish to obtain such items immediately can do so by paying a fee.

## **Payment Methods and Systems**

In October 2007, we launched "Renren Beans," virtual currency that can be used to purchase any of our IVAS or other paid services and applications for users. Users can acquire our virtual currency either online or offline:

- Online—Users can purchase the virtual currency directly on our Renren platform through third-party online payment systems using bank cards and mobile and SMS payments, among other methods. In cooperation with third-party payment service providers, such as Alipay, 99 Bills, Yeepay and Jcard, we provide a wide selection of payment services to users.
- Offline—Users can purchase online prepaid cards redeemable for our virtual currency from retail points across China, which primarily consist of newsstands, convenience stores and internet cafés.

## **Sales and Marketing**

### ***Advertising Sales***

As is customary in China, we sell our online advertising services and solutions primarily through third-party advertising agencies that represent end-advertisers. We cultivate and strengthen our relationships with end-advertisers by sharing our understanding of the evolving social networking industry and related online advertising services and solutions. In addition, we also leverage advertising agencies' existing client relationships and network resources to increase our sales and expand our advertiser base. We market our services and solutions through direct marketing, by hosting or attending public relations events such as trade marketing events, and through other marketing activities.

As of December 31, 2014, we had 152 sales representatives and supporting personnel for online advertising services. Our sales force for online advertising services is organized by industry and provides a broad range of services and solutions. In addition to building and maintaining customer relationships, our sales force assists advertisers in structuring advertising campaigns by analyzing the advertisers' target audiences and marketing objectives.

### ***Marketing and Brand Promotion***

We believe brand recognition is important to our ability to attract users. We have engaged in both online and offline marketing activities to promote our Renren brand. To date, user recognition of our Renren brand has primarily grown virally, and we have built our Renren brand with modest marketing and brand promotion expenditures. During the fourth quarter of 2013 and early 2014, we launched a series of online and offline branding campaigns to solidify our brand among the young generation. Although we may have to expand on our promotions from time to time, especially when we launch new services or products, our marketing expenses for these promotions are relatively small when compared to those of our principal competitors.

To encourage such viral growth, we focus on continuously improving the quality of our services, as we believe satisfied users and their friends are more likely to recommend our services to others. We also work with other operators and platforms for cross-marketing and co-branding projects to further leverage our existing brand value.

We have a marketing team that initiates various marketing activities. For example, we market our services through media partnerships, co-branding campaigns with other brands, initiatives with hit movies and sponsorship of cultural events such as music festivals. In 2014, we organized a marketing think tank alliance “Young People Matter” with leading consumer brands, major advertising agencies and a variety of other organizations in China. We hosted a series of events for the alliance members to conduct direct conversations with college students, particularly the thought leaders and active users on *renren.com*. We believe that this alliance and its events further strengthened Renren’s reputation as an SNS platform for the young population in China and we expect to continue to actively participate in it.

### **Seasonality**

Seasonal fluctuations and industry cyclicity have affected, and are likely to continue to affect, our online advertising services. We generally generate less revenue from online advertising during national holidays in China, in particular during the first quarter of each year due to the slowdown of business during the Chinese New Year holiday season that lasts approximately two weeks. To a lesser extent, we also typically generate less revenues from online advertising during the fourth quarter of each year. This seasonality in revenues is due to the fact that a large concentration of our advertising customers are in the consumer sector, with many of them purchasing more of our advertising services in the spring and summer seasons due to the fact that certain of their major products sell better during those seasons. In addition, advertising spending in China has historically been cyclical, reflecting overall economic conditions as well as the budgeting and buying patterns of our advertisers. We expect that seasonal fluctuations and cyclicity will continue to cause our quarterly and annual operating results to fluctuate.

### **Competition**

The internet industry in China is rapidly evolving and highly competitive. We face significant competition in almost every aspect of our business. In our social networking business, we compete with companies and services such as Tencent’s WeChat, QQ Mobile and Q-zone, SINA’s Weibo, and Momo. In our online games business, we primarily compete with companies such as Tencent, Qihu360 and Kunlun.

We also compete for online advertising revenues with other websites that sell online advertising services in China. In addition, we indirectly compete for advertising budgets with traditional advertising media in China, such as television and radio stations, newspapers and magazines, and major out-of-home media. We may also face potential competition from global social networking service providers that seek to enter the China market.

We compete for advertisers primarily on the basis of size and purchasing power of our user base, effectiveness of services in reaching targeted consumers, ability to demonstrate marketing results, knowledge of our sales force, and leadership in our social network services category.

We compete for users and user engagement primarily on the basis of helping users communicate, share and have fun on our platform as a result of quality and innovation in our user-facing products, as well as brand name and recognition and quality of user-generated content. We believe the mobile market competitive landscape will continue to intensify in the near future.

We started our internet finance business in 2014 and we primarily compete with established banks and with lending companies in China such as Qufenqi.com and Fenqile.com in online consumer financing services. We expect the competition in the industry finance industry in China will continue to intensify as the industry develops in the near future.

## **Regulation**

This section summarizes the principal current PRC laws and regulations relevant to our business and operations.

### ***Regulations on Value-Added Telecommunications Services***

In 2000, the State Council promulgated the Telecommunications Regulations which draw a distinction between “basic telecommunication services” and “value-added telecommunication services.” The Telecommunications Regulations were subsequently revised in 2014. Internet content provision services, or ICP services, is a subcategory of value-added telecommunications businesses. Under the Telecommunications Regulations, commercial operators of value-added telecommunications services must first obtain an operating license from the MIIT or its provincial level counterparts.

In 2000, the State Council issued the Administrative Measures on Internet Information Services, or the Internet Measures, which were subsequently revised in 2011. According to the Internet Measures, commercial ICP service operators must obtain an ICP license from the relevant government authorities before engaging in any commercial ICP operations within the PRC.

In 2009, the MIIT promulgated the Administrative Measures on Telecommunications Business Operating License, or the Telecom License Measures. The Telecom License Measures set forth the types of licenses required to operate value-added telecommunications services and the qualifications and procedures for obtaining such licenses. For example, an ICP operator providing value-added services in multiple provinces is required to obtain an inter-regional license, whereas an ICP operator providing the same services in one province is required to obtain a local license.

In 2000, the MIIT promulgated the Administrative Measures on Internet Electronic Messaging Services, which require the operator to obtain a special BBS Permit from the local bureau of the MIIT prior to engaging in BBS services. BBS services include electronic bulletin boards, electronic forums, message boards and chat rooms. These measures were terminated by a notice issued by the State Council in September 2014. However, the competent authorities in Beijing still require companies to obtain approval for the operation of BBS services.

In 2004, the MIIT issued a notice stating that mobile network carriers can only provide mobile network access to those mobile internet service providers that have obtained licenses from the MIIT before conducting operations, and that such carriers must terminate mobile network access for those providers who have not secured the required licenses.

To comply with these laws and regulations, our information services operator, Qianxiang Tiancheng, holds a value-added telecommunications business operating license and an ICP license, and our ICP operators Qianxiang Wangjing, Qianxiang Changda, Wole Shijie, Tianjin Joy Interactive Technology Development Co., Ltd., or Joy Interactive, and Renren Games all hold ICP licenses. Jingwei Zhihui is in the process of applying for an ICP license. In addition, Qianxiang Wangjing possesses BBS Permits issued by the local bureau of the MIIT.

### ***Restrictions on Foreign Ownership in Value-Added Telecommunications Services***

According to the Provisions on Administration of Foreign Invested Telecommunications Enterprises, or the FITE Provisions, promulgated by the State Council on December 11, 2001 and amended on September 10, 2008, the ultimate foreign equity ownership in a value-added telecommunications service provider must not exceed 50%. Moreover, for a foreign investor to acquire any equity interest in a value-added telecommunication business in China, it must demonstrate a good track record and experience in operating value-added telecommunications services. Foreign investors that meet these requirements must obtain approvals from the MIIT and the Ministry of Commerce or its authorized local branches, and the relevant approval application process usually takes six to nine months.



In 2006, the MIIT issued the Notice of the MIIT on Intensifying the Administration of Foreign Investment in Value-added Telecommunications Services. This notice prohibits domestic telecommunication services providers from leasing, transferring or selling telecommunications business operating licenses to any foreign investor in any form, or providing any resources, sites or facilities to any foreign investor for their illegal operation of a telecommunications business in China. According to this notice, either the holder of a value-added telecommunication business operating license or its shareholders must legally own the domain names and trademarks used by such license holders in their provision of value-added telecommunication services. The notice further requires each license holder to have the necessary facilities, including servers, for its approved business operations and to maintain such facilities in the regions covered by its license. In addition, all value-added telecommunications service providers are required to maintain network and internet security in accordance with the standards set forth in relevant PRC regulations. If a license holder fails to comply with the requirements in the notice and cure such non-compliance, the MIIT or its local counterparts have the discretion to take measures against such license holders, including revoking their value-added telecommunications business operating licenses.

To comply with these regulations, we operate our websites through our PRC domestic companies, i.e., Qianxiang Tiancheng, Qianxiang Wangjing, Qianxiang Changda, Wole Shijie, Joy Interactive and Renren Games, each holds relevant licenses and permits.

### ***Regulations on Internet Content Services***

National security considerations are an important factor in the regulation of internet content in China. The National People's Congress, the PRC's national legislature, has enacted laws with respect to maintaining the security of internet operations and internet content. According to these laws, as well as the Administrative Measures on Internet Information Services, violators may be subject to penalties, including criminal sanctions, for internet content that:

- opposes the fundamental principles stated in the PRC constitution;
- compromises national 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;
- undermines the PRC's religious policy or propagates superstition;
- disseminates rumors, disturbs social order or disrupts social stability;
- disseminates obscenity or pornography, encourages gambling, violence, murder or fear or incites the commission of a crime;
- insults or slanders a third party or infringes upon the lawful rights and interests of a third party; or
- is otherwise prohibited by law or administrative regulations.

ICP service operators are required to monitor their websites. They may not post or disseminate any content that falls within these prohibited categories and must remove any such content from their websites. The PRC government may shut down the websites of ICP license holders that violate any of the above-mentioned content restrictions, order them to suspend their operations, or revoke their ICP licenses.

In February 2015, the China Internet Network Information Center promulgated the Administrative Provisions on Account Names of Internet Users, which became effective as of March 1, 2015. These provisions require all internet information service users to authenticate their real identity information for the registration of accounts and to comply with seven basic requirements, including observing the laws and regulations, upholding the socialist regime, protecting state interests and, among other requirements, ensuring the authenticity of any information they provide. Relevant internet information service providers are responsible for the protection of users' privacy, the consistency of user information, such as account names, avatars, and the requirements contemplated in the provisions, making reports to the competent authorities regarding any violation of the provisions, and taking appropriate measures to stop any such violations, such as notifying the user to make corrections within a specified time and suspending or closing accounts in the event of continued non-compliance.

To comply with these laws and regulations, we have adopted internal procedures to monitor content displayed on our websites, including a team of employees dedicated to screening and monitoring content uploaded on our websites and removing inappropriate or infringing content.

### ***Regulations on Information Security***

The Ministry of Public Security promulgated measures in 1997 that prohibit the use of the internet in ways which, among other things, result in a leakage of state secrets or the distribution of socially destabilizing content. Socially destabilizing content includes any content that incites defiance or violations of PRC laws or regulations or subversion of the PRC government or its political system, spreads socially disruptive rumors or involves cult activities, superstition, obscenities, pornography, gambling or violence. State secrets are defined broadly to include information concerning PRC national defense, state affairs and other matters as determined by the PRC authorities. In addition, the State Secrecy Bureau has issued provisions authorizing the blocking of access to any website it deems to be leaking state secrets or failing to comply with the relevant legislation regarding the protection of state secrets.

In 2005, the Ministry of Public Security promulgated Provisions on Technological Measures for Internet Security Protection, which require all ICP operators to keep records of certain information about their users (including user registration information, log-in and log-out time, IP address, content and time of posts by users) for at least 60 days and submit the above information as required by laws and regulations. The ICP operators must regularly update information security systems for their websites with local public security authorities, and must also report any public dissemination of prohibited content. If an ICP operator violates these measures, the PRC government may revoke its ICP license and shut down its websites.

Our PRC companies which are ICP operators have completed the mandatory security filing procedures with the respective local public security authorities, regularly update their information security and content-filtering systems with newly issued content restrictions, and maintain records of users' information as required by the relevant laws and regulations. They have also taken measures to delete or remove links to content that to their knowledge contains information violating PRC laws and regulations. Substantially all of the content published on our websites is manually screened by employees who are dedicated to screening and monitoring content published on our website and removing prohibited content. All of the other content, primarily consisting of comments posted by users, is first screened by our filtering systems and content containing prohibited words or images is manually screened by our employees. We believe that with these measures in place, no prohibited content under PRC information security laws and regulations should have been publicly disseminated through our website in the past. However, due to the significant amount of content published on our website by our users on a daily basis, if any prohibited content is publicly disseminated in the future and we become aware of it, we will report it to the relevant governmental authority. We believe these measures are generally in compliance with the relevant laws and regulations.

### ***Regulations on Internet Privacy***

In recent years, PRC government authorities have enacted legislation on internet use to protect personal information from any unauthorized disclosure. The PRC law does not prohibit ICP operators from collecting and analyzing personal information from their users. However, the Administrative Measures on Internet Information Services prohibit an ICP operator from insulting or slandering a third party or infringing the lawful rights and interests of a third party. Pursuant to Administrative Measures on Internet Electronic Messaging Services, ICP operators that provide electronic messaging services must keep users' personal information confidential and must not disclose such personal information to any third party without the users' consent or unless required by law. The regulations further authorize the relevant telecommunications authorities to order ICP operators to rectify unauthorized disclosure. ICP operators are subject to legal liability if the unauthorized disclosure results in damages or losses to users. The PRC government, however, has the power and authority to order ICP operators to turn over personal information if an internet user posts any prohibited content or engages in illegal activities on the internet. In December 2011, the MIIT promulgated the Several Provisions on Regulating the Market Order of Internet Information Services, which became effective in March 2012. Without obtaining the consent from the users, telecommunication business operators and ICP operators may not collect or use the users' personal information. The personal information collected or used in the course of provision of services by the telecommunication business operators or ICP operators must be kept in strict confidence, and may not be divulged, tampered with or damaged, and may not be sold or illegally provided to others. The ICP operators are required to take certain measures to prevent any divulge, damage, tamper or loss of users' personal information.

In December 2012, the Standing Committee of the National People's Congress of the PRC issued the Decision on Strengthening the Protection of Online Information. Under this decision, ICP operators are required to take such technical and other measures necessary to safeguard information against inappropriate disclosure. To further implement this decision and relevant rules, MIIT issued the Regulation of Protection of Telecommunication and Internet User Information in 2013.

To comply with these laws and regulations, we require our users to accept a user term whereby they agree to provide certain personal information to us, and have established information security systems to protect users' privacy and have filed them with the MIIT or its local branch as required.

### ***Regulations on Online Game Operation***

Online game operation is covered extensively by a number of existing laws and regulations issued by various PRC governmental authorities, including the MIIT, the GAPP and the Ministry of Culture.

In 2011, the Ministry of Culture issued the Provisional Regulations for the Administration of Online Culture. This regulation applies to entities engaging in activities related to "online cultural products," including music and video files, internet games, animation features and audiovisual products, performed plays and artwork converted for dissemination via the internet, and these commercial entities are required to apply to the relevant local branch of the Ministry of Culture for an Online Culture Operating Permit.

In 2009, the State Commission Office for Public Sector Reform issued the Notice on Interpretation of the State Commission Office for Public Sector Reform on Several Provisions Relating to Animation, Online Games and Comprehensive Law Enforcement in the Culture Market in the 'Three Provisions' jointly promulgated by the Ministry of Culture, the SARFT and the GAPP. According to this notice, the GAPP is responsible for the examination and approval of online games that will be uploaded on the internet, while after the uploading, such online games shall be regulated by the Ministry of Culture. The notice further clarifies that the GAPP is responsible for the examination and approval of game publications authorized by offshore copyright owners to be uploaded on the internet, while other imported online games shall be examined and approved by the Ministry of Culture.

The GAPP Notice also restates that 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 the establishment of other joint venture companies, or contractual or technical arrangements. To comply with these regulations, Qianxiang Wangjing, Renren Games and Joy Interactive each possess an Online Culture Operating Permit, and Qianxiang Changda holds an Internet Publishing License. Based on the advice of TransAsia Lawyers, our PRC legal counsel, the corporate structure of our consolidated affiliated entities and our subsidiary in China comply with all existing PRC laws and regulations.

### ***Online Game Censorship***

In 2009, the Ministry of Culture issued its Notice Regarding Improving and Strengthening the Administration of Online Game Content. This notice calls for online game operators to improve and innovate their game models. Emphasis is placed specifically on the following: (i) mitigating the pre-eminence of the "upgrade by monster fighting" model, (ii) imposing more severe restraints on the "player kill" model (i.e., where one player's character attempts to kill another player's character), (iii) restricting in-game marriages among game players, and (iv) improving the enforcement of the legal requirements for the registration of minors and games time-limits. This notice also requires online game operators to set up committees to carry out game content self-censorship. To comply with these requirements, we carry out game content self-censorship.

### ***Anti-Fatigue System and the Real Name Registration System***

In 2011, the Ministry of Culture, the MIIT and six other central government authorities jointly issued a circular entitled Implementation of Online Game Monitor System of the Guardians of Minors, or the Monitor System Circular. Under the Monitor System Circular, online game operators are required to adopt various measures to maintain a system to communicate with the parents or other guardians of minors playing online games and online game operators are required to monitor the online game activities of minors, and must suspend the account of a minor if so requested by the minor's parents or guardians.

In 2011, the GAPP, the MIIT, the Ministry of Education and five other governmental authorities issued the Notice on Initializing the Verification of Real-name Registration for Anti-Fatigue System on Internet Games to strengthen the implementation of the anti-fatigue system and real-name registration. The notice's main focus is to prevent minors from using an adult ID to play internet games and, accordingly, it imposes stringent punishments on online game operators that do not implement the required anti-fatigue and real-name registration measures properly and effectively. The most severe punishment under the notice is to require termination of the operation of the online game if the operator is found to be in violation of the notice or of the Anti-Fatigue Notice or Monitor System Circular.

We have developed our own anti-fatigue and real name registration systems, which have been in place since December 2007. As *renren.com* is a real name system, game players are required to use their real identification to create accounts. For game players who do not provide age information, we assume that they are minors. In order to comply with the anti-fatigue rules, after three hours of play, users under 18 years of age only receive half of the experience or other benefits they would otherwise earn. After five hours of play, minors receive no experience points. These restrictions could limit our ability to increase our online games business among minors.

#### ***Regulations on Virtual Currency and Virtual Items***

The Interim Administration Measures of Online Games require companies that (i) issue online game virtual currency (including prepaid cards and/or pre-payment or prepaid card points), or (ii) offer online game virtual currency transaction services to apply for the Internet Culture Business Permit from provincial branches of the Ministry of Culture. The regulations prohibit companies that issue online game virtual currency from providing services that would enable the trading of such virtual currency. Any company that fails to submit the requisite application will be subject to sanctions, including but not limited to termination of operation, confiscation of incomes and fines. The regulations also prohibit online game operators from allocating virtual items or virtual currency to players based on random selection through lucky draw, wager or lottery that involves cash or virtual currency directly paid by the players. In addition, companies that issue online game virtual currency must comply with certain specific requirements, for example, online games virtual currency can only be used for products and services related to the issuance company's own online games.

When applying for an Online Culture Operating Permit or for permission to issue virtual currency, a virtual currency issuer must file detailed information about its currency with the Ministry of Culture, including form, extent of circulation, unit purchase price, and how the virtual currency will be refunded upon termination of services. Qianxiang Wangjing, Renren Games and Joy Interactive each possess an Online Culture Operating Permit with a business scope encompassing the "issuance of virtual currency," therefore, they must also make certain filings with the Ministry of Culture prior to the issuance of virtual currency and conduct their respective businesses in compliance with PRC law.

#### ***Regulations on Advertisements***

The PRC government regulates advertising, including online advertising, principally through the State Administration for Industry and Commerce. Under the Rules for Administration of Foreign Invested Advertising Enterprises, which were jointly promulgated by the State Administration for Industry and Commerce and the Ministry of Commerce in 2004, certain foreign investors are permitted to hold direct equity interests in PRC advertising companies. A foreign investor in a Chinese advertising company is required to have previously had direct advertising operations as its main business outside of China for two years if the Chinese advertising company is a joint venture, or three years if the Chinese advertising company is a wholly foreign-owned enterprise. In practice, the foreign investor is deemed compliant with the "main business" requirement if it derives more than 50% of its revenues from advertising business within the past two or three years, as applicable. We conduct our advertising business through consolidated affiliated entities in China, namely Qianxiang Tiancheng and Qianxiang Wangjing.

Advertisers, advertising operators and advertising distributors are required by PRC advertising laws and regulations to ensure that the contents of the advertisements they prepare or distribute are true and in full compliance with applicable laws and regulations. In addition, where a special government review is required for certain categories of advertisements before publishing, the advertisers, advertising operators and advertising distributors are obligated to confirm that such review has been performed and the relevant approval has been obtained. Violation of these regulations may result in penalties, including fines, confiscation of advertising income, orders to cease dissemination of the advertisements and orders to publish an advertisement correcting the misleading information. In the case of serious violations, the State Administration for Industry and Commerce or its local branches may force the violator to terminate its advertising operation or even revoke its business license. Furthermore, advertisers, advertising operators or advertising distributors may be subject to civil liability if they infringe on the legal rights and interests of third parties.

In 2004, the State Food and Drug Administration promulgated the Administration Measures on Internet Drug Information Services, which require that internet operators providing drug information services obtain approval from the competent food and drug administration and that drug advertisements be examined and approved by the competent food and drug administration as well. Qianxiang Wangjing holds an Internet Drug Information Service Permit.

#### ***Regulations on Broadcasting Audio/Video Programs through the Internet***

In 2004, the SARFT promulgated the Rules for the Administration of Broadcasting of Audio/Video Programs through the Internet and Other Information Networks, or the A/V Broadcasting Rules. These rules apply to the launch, broadcasting, aggregation, transmission or download of audio/video programs via televisions, mobile phones and the internet and other information networks. Anyone who wishes to engage in internet broadcasting activities must first obtain an audio/video program transmission license, with a term of two years, issued by the SARFT and operate pursuant to the scope as provided in such license. Foreign invested enterprises are not allowed to engage in the above business.

In 2007, the SARFT and the MIIT jointly issued the Rules for the Administration of Internet Audio and Video Program Services, commonly known as Circular 56, which came into effect as of January 31, 2008. Circular 56 reiterates the requirement set forth in the A/V Broadcasting Rules that online audio/video service providers must obtain a license from the SARFT. Furthermore, Circular 56 requires all online audio/video service providers to be either wholly state-owned or state-controlled. According to relevant official answers to press questions published on the SARFT's website dated February 3, 2008, officials from the SARFT and the MIIT clarified that online audio/video service providers that already had been operating lawfully prior to the issuance of Circular 56 may re-register and continue to operate without becoming state-owned or controlled, provided that such providers have not engaged in any unlawful activities. This exemption will not be granted to online audio/video service providers established after Circular 56 was issued. Such policies have been reflected in the Application Procedure for Audio/Video Program Transmission License.

In 2009, the SARFT released a Notice on Strengthening the Administration of Online Audio/Video Content. This notice reiterated, among other things, that all movies and television shows released or published online must comply with relevant regulations on the administration of radio, film and television. In other words, these movies and television shows, whether produced in the PRC or overseas, must be pre-approved by SARFT, and the distributors of these movies and television shows must obtain an applicable permit before releasing any such movie or television show. In 2012, SARFT and the State Internet Information Office of the PRC issued a Notice on Improving the Administration of Online Audio/Video Content Including Internet Drama and Micro Films. In 2013, the State Administration for Press, Publication, Radio, Film and Television (formed when the GAPP was combined with the SARFT in March 2013) released a Supplemental Notice on Improving the Administration of Online Audio/Video Content Including Internet Drama and Micro Films. This notice stresses that entities producing online audio/video content, such as internet dramas and micro films, must obtain a permit for radio and television program production and operation, and also that online audio/video content service providers should not release any internet dramas or micro films that were produced with any entity lacking such permit. For internet dramas or micro films produced and uploaded by individual users, the online audio/video service providers transmitting such content will be deemed responsible as the producer. Further, under this notice, online audio/video service providers can only transmit content uploaded by individuals whose identity has been verified and which content complies with the relevant content management rules. This notice also requires that online audio/video content, include internet drama and micro films, be filed with the relevant authorities before release.

Wole Shijie which operates woxiu.com, a social video platform for users to stream performances live to viewers, is applying for an Audio/Video Program Transmission License.

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

In 2006, the Ministry of Culture issued Several Suggestions of the Ministry of Culture on the Development and Administration of Internet Music. This document, among other things, reiterates the requirement for an internet service provider to obtain an internet culture business permit to carry out any business relating to internet music products. In addition, foreign investors are prohibited from operating internet culture businesses.

In 2009, the Ministry of Culture promulgated the Notice on Strengthening and Improving the Content Review of Online Music. According to this notice, only "internet culture operating entities" approved by the Ministry of Culture may engage in the production, release, dissemination (including providing direct links to music products) and importation of online music products. The content of online music shall be reviewed by or filed with the Ministry of Culture. Internet culture operating entities should establish a strict self-monitoring system of online music content and set up a special department in charge of such monitoring.

With respect to the above, we have obtained relevant licenses from third parties and provide online music to our users through our SNS website. Qianxiang Wangjing has been granted an Online Culture Operating Permit, the scope of which covers online games and online music operations. If any music provided through our website is found to be in violation of the filings and/or approvals required, we could be requested to cease providing such music or be subject to penalties from the Ministry of Culture or its local branches.

#### ***Regulations on Internet Mapping Services***

Under the Surveying and Mapping Law adopted by the National People's Congress, entities engaged in surveying and mapping services should obtain a surveying and mapping qualification certificate and comply with the state's surveying and mapping criteria. According to the amended Administrative Rules of Surveying Qualification Certificate and the amended Standard for Surveying Qualification Certificate issued by the National Administration of Surveying, Mapping and Geoinformation in August 2014 and July 2014, respectively, and the Notice on Further Strengthening the Administration of Internet Map Services Qualifications, issued in 2011, the provision of internet mapping services by any non-surveying and mapping enterprise is subject to the approval of the National Administration of Surveying, Mapping and Geoinformation and requires a surveying and mapping qualification certificate. According to these rules, certain conditions and requirements, such as a minimum number of technical and map security verification personnel, security facilities, and approval from relevant provincial or national governments of the service provider's security, qualification management and filing management systems, must be complied with by an enterprise applying for a Surveying and Mapping Qualification Certificate. The Internet Mapping Services License covers the following mapping services: (1) geographic location, (2) geographic information uploading and labeling, and (3) map database development. Qianxiang Wangjing holds a Surveying and Mapping Qualification Certificate for internet mapping.

#### ***Regulations on Peer to Peer Lending***

Under PRC laws and regulations, enterprises engaging or mainly engaging in financial operations such as deposit services or the granting of loans without the approval of the People's Bank of China shall be deemed illegal financial institutions and punished accordingly. Enterprises that provide loans but do not accept public deposits must obtain approvals from the competent authorities; specifically, enterprises providing consumption-oriented loans must obtain approval from the China Banking Regulatory Commission, while those providing small-sum loans must obtain the approval of other competent governmental authorities. Under PRC Contract Law, it is legal for individuals to borrow or lend money from other individuals, i.e. engage in peer to peer lending.

In September 2014, an official of the China Banking Regulatory Commission disclosed ten rules for peer-to-peer lending platforms, including a prohibition on capital pooling, a requirement to specify the intermediary nature of the platform and a requirement that the platform may not offer guarantees. In January 2015, the commission announced a major structural reform, under which the Puhui Finance Bureau, a newly established bureau of the commission, will be the governing authority for peer to peer lending. It remains to be seen when the China Banking Regulatory Commission or the Puhui Finance Bureau will issue any rules or regulations governing peer to peer lending.

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

China has adopted legislation governing intellectual property rights, including trademarks, patents and copyrights. China is a signatory to the major international conventions on intellectual property rights and became a member of the Agreement on Trade Related Aspects of Intellectual Property Rights upon its accession to the World Trade Organization in December 2001.

*Patent.* The National People's Congress adopted the Patent Law in 1984. To be patentable, invention or utility models must meet three conditions: novelty, inventiveness and practical applicability. A patent is valid for a term of twenty years in the case of an invention and a term of ten years in the case of utility models and designs. A third-party user must obtain consent or a proper license from the patent owner to use the patent. Otherwise, the use constitutes an infringement of patent rights. We have obtained one patent granted by the State Intellectual Property Office.




*Copyright.* The National People’s Congress adopted the Copyright Law in 1990. The Copyright Law extends copyright protection to internet activities, products disseminated over the internet and software products. In addition, there is a voluntary registration system administered by the China Copyright Protection Center. The amended Copyright Law also requires registration of a copyright pledge.

Pursuant to the relevant PRC regulations, rules and interpretations, ICP operators will be jointly liable with the infringer if they (i) participate in, assist in or abet infringing activities committed by any other person through the internet, (ii) are or should be aware of the infringing activities committed by their website users through the internet, or (iii) fail to remove infringing content or take other action to eliminate infringing consequences after receiving a warning with evidence of such infringing activities from the copyright holder. The court will determine whether an internet service provider should have known of their internet users’ infringing activities based on how obvious the infringing activities are by taking into consideration a number of factors, including (i) the information management capabilities that the provider should have based on the possibility that the services provided by it may trigger infringing acts, (ii) the degree of obviousness of the infringing content, (iii) whether it has taken the initiative to select, edit, modify or recommend the contents involved, (iv) whether it has taken positive and reasonable measures against infringing acts, and (v) whether it has set up convenient programs to receive notices of infringement and made timely and reasonable responses to the notices. Where an internet service provider has directly obtained economic benefits from any contents made available by an internet user, it shall have a higher duty of care with respect to the internet user’s act of infringement of others’ copyrights. Advertisements placed for or other benefits particularly connected with specific contents may be deemed as direct economic benefits from such contents, but general advertising fees or service fees charged by an internet service provider for its internet services will not be included. In addition, where an ICP operator is clearly aware of the infringement of certain content against another’s copyright through the internet, or fails to take measures to remove relevant contents upon receipt of the copyright holder’s notice, and as a result, it damages the public interest, the ICP operator could be ordered to stop the tortious act and be subject to other administrative penalties such as confiscation of illegal income and fines. An ICP operator is also required to retain all infringement notices for a minimum of six months and to record the content, display time and IP addresses or the domain names related to the infringement for a minimum of 60 days.

An internet service provider may be exempted from liabilities for providing links to infringing or illegal content or providing other internet services which are used by its users to infringe others’ copyright, if it does not know and does not have constructive knowledge that such content is infringing upon other parties’ rights or is illegal. However, if the legitimate owner of the content notifies the internet service provider and requests removal of the links to the infringing content, the internet service provider would be deemed to have constructive knowledge upon receipt of such notification, but would be exempted from liabilities if it removes or disconnects the links to the infringing content at the request of the legitimate owner. At the request of the alleged infringer, the internet service provider should immediately restore links to content previously disconnected upon receipt of initial non-infringing evidence.

We have adopted measures to mitigate copyright infringement risks. For example, our policy is to remove links to web pages if we know these web pages contain materials that infringe third-party rights or if we are notified by the legitimate copyright holder of the infringement with proper evidence.

*Software products.* In 2000, the MIIT issued the Administrative Measures on Software Products, which provide a registration and filing system with respect to software products made in or imported into China. These software products may be registered with the competent local authorities in charge of software industry administration and enjoy preferential treatment status granted by relevant software industry regulations. Software products can be registered for five years, and the registration is renewable upon expiration. In 2012, the National Copyright Administration of the PRC issued the Computer Software Copyright Registration Procedures, which apply to software copyright registration, license contract registration and transfer contract registration. In compliance with, and in order to take advantage of, the above rules, we have registered 123 computer software copyrights.

*Trademark.* The PRC Trademark Law was adopted in 1982. The Trademark Office under the State Administration for Industry and Commerce handles trademark registrations and grants a term often years for registered trademarks. Trademark license agreements must be filed with the Trademark Office for record. “人人”, and “经纬” are registered trademarks in China. We have also applied with the Trademark Office to register additional trademarks and logos, including , “人人游戏”, “人人分期”, “社团人” and “朋友拍”.

*Domain Names.* In 2002, the CNNIC issued the Implementing Rules for Domain Name Registration setting forth detailed rules for registration of domain names. In 2004, the MIIT promulgated the Measures for Administration of Domain Names for the Chinese Internet to regulate the registration of domain names, such as the first tier domain name “.cn”. In 2006, the CNNIC issued the Measures on Domain Name Dispute Resolution and its implementing rules, pursuant to which the CNNIC can authorize a domain name dispute resolution institution to decide disputes. We have registered domain names including *renren.com*, *xiaonei.com*, *jingwei.com*, *chewen.com*, *98un.com* and *jiexi.com*. In December 2013, we entered into a Registry Agreement with ICANN, which grants us the right to use the generic top level domain name .ren.

### ***Regulations on Foreign Exchange***

Under the Foreign Currency Administration Rules, which were promulgated in 2008, if documents certifying the purposes of the conversion of RMB into foreign currency are submitted to the relevant foreign exchange conversion bank, the RMB will be convertible for current account items, including the distribution of dividends, interest and royalties payments, and trade and service-related foreign exchange transactions. Conversion of RMB for capital account items, such as direct investment, loans, securities investment and repatriation of investment, however, is subject to the approval of SAFE or its local counterpart.

Under the Administration Rules for the Settlement, Sale and Payment of Foreign Exchange, which were promulgated in 1996, foreign-invested enterprises may only buy, sell and/or remit foreign currencies at banks authorized to conduct foreign exchange business after providing valid commercial documents and, in the case of capital account item transactions, obtaining approval from SAFE or its local counterpart. Capital investments by PRC entities outside of China, after obtaining the required approvals of the relevant approval authorities, such as the Ministry of Commerce and the National Development and Reform Commission or their local counterparts, are also required to register with SAFE or its local counterpart.

In utilizing the proceeds we received from our initial public offering in May 2011, as an offshore holding company with PRC subsidiaries, we may (i) make additional capital contributions to our PRC subsidiaries, (ii) establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, (iii) make loans to our PRC subsidiaries or consolidated affiliated entities, or (iv) acquire offshore entities with business operations in China in offshore transactions. However, most of these uses are subject to PRC regulations and approvals. For example:

- capital contributions to our PRC subsidiaries, whether existing or newly established ones, must be approved by the Ministry of Commerce or its local counterparts;
- loans by us to our PRC subsidiaries, each of which is a foreign-invested enterprise, to finance their activities cannot exceed statutory limits and must be registered with SAFE or its local branches; and
- loans by us to our consolidated affiliated entities, which are domestic PRC entities, must be approved by the National Development and Reform Commission and must also be registered with SAFE or its local branches.

In 2008, SAFE issued the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 142. Pursuant to SAFE Circular 142, RMB resulting from the settlement of foreign currency capital of a foreign-invested enterprise must be used within the business scope as approved by the applicable government authority and cannot be used for domestic equity investment, unless it is otherwise approved. Documents certifying the purposes of the settlement of foreign currency capital into RMB, including a business contract, must also be submitted for the settlement of the foreign currency. In addition, SAFE strengthened its oversight of the flow and use of RMB capital converted from foreign currency registered capital of a foreign-invested company. The use of such RMB capital may not be altered without SAFE’s approval, and such RMB capital may not be used to repay RMB loans if such loans have not been used. Violations of SAFE Circular 142 could result in severe monetary fines or penalties. In July 2014, SAFE issued SAFE Circular 36, which launched a pilot reform for the use of registered capital converted from foreign currency in 16 pilot areas. According to SAFE Circular 36, a foreign-invested enterprise in the pilot areas is permitted to use RMB converted from its foreign currency registered capital to make equity investments in the PRC, subject to certain registrations and settlement procedures as set forth in the circular. As this circular is relatively new, uncertainties remain as to the interpretation and application of this circular and any other future foreign exchange related rules.



We believe that after the conversion of the net proceeds from our initial public offering in May 2011 into RMB pursuant to SAFE Circular 142, our use of RMB funds have been within the approved business scope of our PRC subsidiaries, and we expect that future uses will be as well. Such business scope includes “technical services” which we believe permits our PRC subsidiary to purchase or lease servers and other equipment and to provide operational support to our consolidated affiliated entities. However, we may not be able to use such RMB funds to make equity investments in the PRC through our PRC subsidiaries. There are no costs associated with applying for registration or approval of loans or capital contributions with or from relevant PRC governmental authorities, other than nominal processing charges. Under PRC laws and regulations, the PRC governmental authorities are required to process such approvals or registrations or deny our application within a prescribed time period, which is usually less than 90 days. The actual time taken, however, may be longer due to administrative delays.

#### ***Regulations on Dividend Distribution***

Wholly foreign-owned enterprises in the PRC may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, these wholly foreign-owned enterprises are required to set aside at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds, until the aggregate amount of such fund reaches 50% of its registered capital. At the discretion of these wholly foreign-owned enterprises, they may allocate a portion of their after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserve funds and staff welfare and bonus funds are not distributable as cash dividends.

As of December 31, 2014, the registered capital of our wholly foreign-owned subsidiary Qianxiang Shiji was US\$180 million. Qianxiang Shiji has not made any profits to date, and thus are not subject to the statutory reserve fund requirement. Qianxiang Shiji has not and will not be able to pay dividends to our offshore entities until they generate accumulated profits and meet the requirements for statutory reserve funds. As of December 31, 2014, our PRC subsidiary Qianxiang Shiji had an accumulated deficit of approximately US\$45.4 million in accordance with PRC accounting standards and regulations. The registered capital for Renren Network is US\$20.0 million, with paid-in capital of US\$10.0 million.

#### ***Regulations on Offshore Investment by PRC Residents***

In July 2014, the SAFE promulgated the Notice on Relevant Issues Concerning Foreign Exchange Control of Domestic Residents’ Overseas Investment and Financing and Roundtrip Investment through Offshore Special Purpose Vehicles, or SAFE Circular 37, which replaced the former Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents to Engage in Financing and Inbound Investment via Overseas Special Purpose Vehicles, or SAFE Circular 75, promulgated by the SAFE in 2005.

SAFE Circular 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents’ legally owned assets or equity interests in domestic enterprises or offshore assets or interests, which is referred to in SAFE Circular 37 as a “special purpose vehicle.” SAFE Circular 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as an increase or decrease of capital contributed by PRC residents, share transfer or exchange, merger, division or other material events. In the event that a PRC resident holding interests in a special purpose vehicle fails to complete the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Furthermore, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

We have made due inquiries with the competent local branch of SAFE regarding the applicability of the above foreign exchange registration requirements to our founder and our PRC resident shareholders.

### ***Regulations on Employee Stock Options Plans***

In 2007, SAFE issued implementing rules for the Administrative Measures of Foreign Exchange Matters for Individuals, which, among other things, specified approval requirements for certain capital account transactions, such as a PRC citizen's participation in employee stock ownership plans or share option plans of an overseas publicly listed company. In 2012, SAFE promulgated the Notice on the Administration of Foreign Exchange Matters for Domestic Individuals Participating in the Stock Incentive Plans of Overseas Listed Companies, or the Stock Option Notice, which simplifies the requirements and procedures for the registration of stock incentive plan participants, especially in respect of the required application documents and the absence of strict requirements on offshore and onshore custodian banks.

Under these rules, for PRC resident individuals who participate in stock incentive plans of overseas publicly listed companies, which includes employee stock ownership plans, stock option plans and other incentive plans permitted by relevant laws and regulations, a PRC domestic qualified agent or the PRC subsidiary of such overseas listed company must, among other things, file on behalf of such resident an application with SAFE or its local counterpart to obtain approval for an annual allowance with respect to the purchase of foreign exchange in connection with the stock holding or share option exercises, as PRC residents may not directly use overseas funds to purchase shares or exercise share options. In addition, within three months after any substantial changes to any such stock incentive plan, including example any changes due to a merger or acquisition or changes to the domestic or overseas custodian agent, the domestic agent must update the registration with SAFE.

Under the Foreign Currency Administration Rules, as amended in 2008, the foreign exchange proceeds of domestic entities and individuals can be remitted into China or deposited abroad, subject to the terms and conditions to be issued by SAFE. However, the implementing rules in respect of depositing the foreign exchange proceeds abroad have not been issued by SAFE. The foreign exchange proceeds from the sales of shares can be converted into RMB or transferred to such individuals' foreign exchange savings account after the proceeds have been remitted back to the special foreign exchange account opened at the PRC domestic bank. If share options are exercised in a cashless exercise, the PRC domestic individuals are required to remit the proceeds to special foreign exchange accounts.

In addition, the State Administration of Taxation has issued circulars concerning employee share options. Under these circulars, our employees working in China who exercise share options will be subject to PRC individual income tax. Our PRC subsidiaries have obligations to file documents related to employee share options with relevant tax authorities and withhold the individual income taxes of employees who exercise their share options.

### ***Labor Laws and Social Insurance***

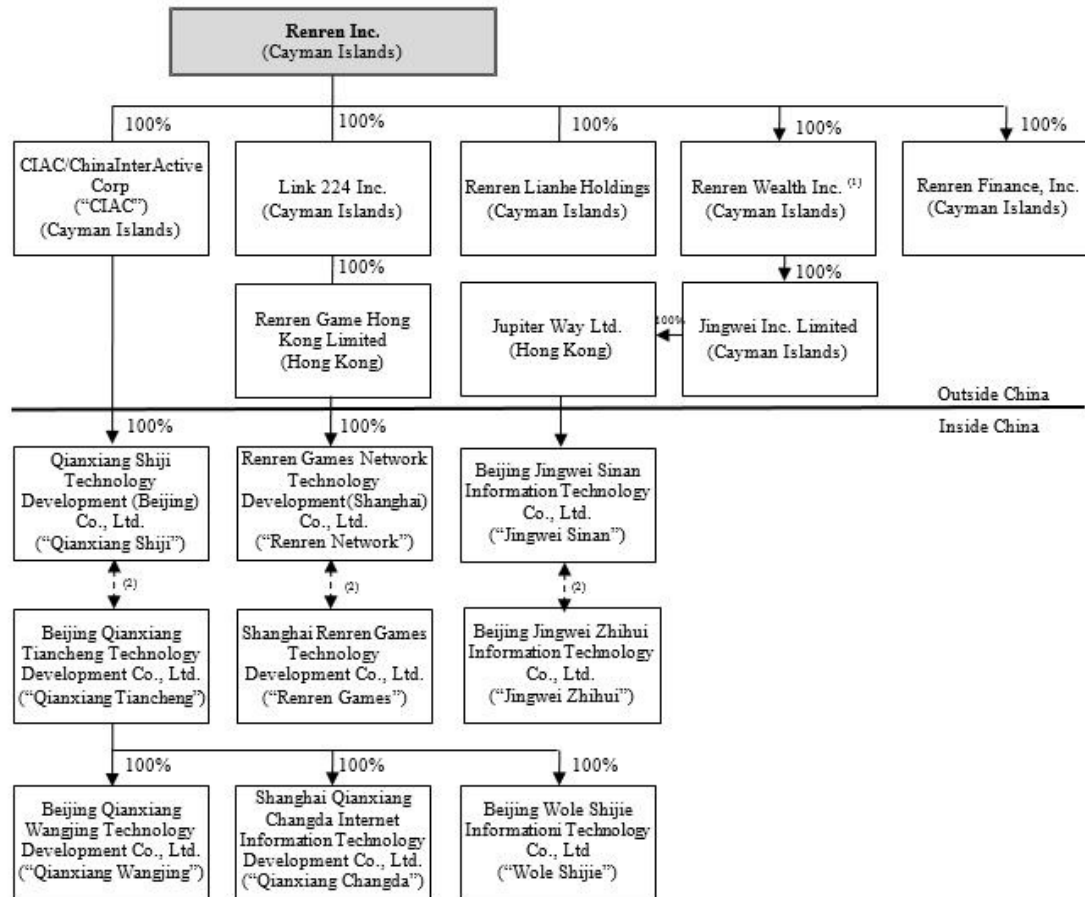
Pursuant to the PRC Labor Law and the PRC Labor Contract Law, employers must execute written labor contracts with full-time employees. All employers must compensate their employees with wages equal to at least the local minimum wage standards. All employers are required to establish a system for labor safety and sanitation, strictly abide by state rules and standards and provide employees with workplace safety training. In addition, employers in China are obliged to provide employees with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing funds. Violations of the PRC Labor Contract Law and the PRC Labor Law may result in the imposition of fines and other administrative liabilities. Criminal liability may arise for serious violations. To comply with these laws and regulations, we have caused all of our full-time employees to enter into labor contracts and provide our employees with the proper welfare and employment benefits.

### ***Regulations on Concentration in Merger and Acquisition Transactions***

In August 2006, six PRC regulatory agencies jointly adopted the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rule. The M&A Rule established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. These rules require, among other things, that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor will take control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings issued by the State Council in 2008 are triggered.

### C. Organizational Structure

The following diagram illustrates our principal subsidiaries and consolidated affiliated entities as of the date of this annual report:



(1) Formerly named Renren-Jingwei Inc.

(2) Both Qianxiang Tiancheng and Jingwei Zhihui are 99% owned by Ms. Jing Yang, who is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer, and 1% owned by Mr. James Jian Liu, our director and chief operating officer. Renren Games is 70% owned by Mr. Chuan He, our senior vice president for games, and 30% owned by Mr. James Jian Liu. We effectively control Qianxiang Tiancheng and Renren Games and Qianxiang Tiancheng's subsidiaries through contractual arrangements. See "Item 4.C Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities" for more information.

## Contractual Arrangements with Our Consolidated Affiliated Entities

Applicable PRC laws and regulations currently restrict foreign ownership of companies that provide value-added telecommunications services. To comply with these foreign ownership restrictions, our wholly owned subsidiary Qianxiang Shiji has entered into a series of contractual arrangements with Qianxiang Tiancheng and its shareholders, our wholly owned subsidiary Renren Network has entered into a series of contractual arrangements with Renren Games and its shareholders, and our wholly owned subsidiary Jingwei Sinan has entered into a series of contractual arrangements with Jingwei Zhihui and its shareholders, which enable us to:

- exercise effective control over Qianxiang Tiancheng, Renren Games, Jingwei Zhihui and Qianxiang Tiancheng's subsidiaries through powers of attorney and a business operations agreement;
- receive substantially all of the economic benefits of Qianxiang Tiancheng, Renren Games, Jingwei Zhihui and Qianxiang Tiancheng's subsidiaries in the form of service and license fees in consideration for the technical services provided, and the intellectual property rights licensed, by Qianxiang Shiji, Renren Network and Jingwei Sinan respectively; and
- have an exclusive option to purchase all of the equity interests in Qianxiang Tiancheng, Renren Games and Jingwei Zhihui when and to the extent permitted under PRC laws, regulations and legal procedures.

We have been, and are expected to continue to be, dependent on our contractual arrangements with Qianxiang Tiancheng, Renren Games, Jingwei Zhihui and their respective shareholders to operate substantially all of our business in China as long as PRC law does not allow us to directly operate such business in China. We rely on our consolidated affiliated entities, namely Qianxiang Tiancheng, Renren Games, Jingwei Zhihui and Qianxiang Tiancheng's subsidiaries, to maintain or renew their respective qualifications, licenses or permits necessary for our business in China. We believe that under our contractual arrangements, we have substantial control over our consolidated affiliated entities and their respective shareholders to renew, revise or enter into new contractual arrangements prior to the expiration of the current arrangements on terms that would enable us to continue to operate our business in China after the expiration of the current arrangements, or pursuant to certain amendments and changes of the current applicable PRC laws, regulations and rules on terms that would enable us to continue to operate our business in China legally. For a detailed description of the regulatory environment that necessitates the adoption of our corporate structure, see "Item 4.B—Business Overview—Regulation." For a detailed description of the risks associated with our corporate structure and the contractual arrangements that support our corporate structure, see "Item 3.D—Key Information—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of our Business."

The business operation of Qianxiang Shiji is within the approved business scope as set forth in its business license, which includes research and development of computer software, communication software and system integration; sale of self-produced products; provision of after-sale technical consulting and services. Qianxiang Tiancheng is a limited liability companies established in China. Its approved business scope includes the provision of internet information, internet advertising and advertising agency services, and it holds an internet content provision license, or ICP license. Qianxiang Tiancheng is 99% owned by Ms. Jing Yang, who is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer, and 1% owned by Mr. James Jian Liu, our executive director and chief operating officer. Both Ms. Yang and Mr. Liu are PRC citizens.

Qianxiang Wangjing and Qianxiang Changda are wholly owned subsidiaries of Qianxiang Tiancheng. Qianxiang Wangjing is the operator of our *renren.com* website and holds the licenses and permits necessary to conduct our real name social networking services, online advertising and online game business in China. Qianxiang Changda holds the licenses and permits necessary to conduct our social networking services and online games business.

The business operations of Renren Network are within the approved business scope as set forth in its business license, which includes the development and transfer of internet technology and provision of internet technical consultation and services, as well as the design, production, publishing of advertisements and acting as advertisement agent for domestic and overseas clients. Renren Games is a limited liability company established in China. It holds an ICP license. Renren Games is 70% owned by Mr. Chuan He, our senior vice president for games, and 30% owned by Mr. James Jian Liu, our director and chief operating officer. Both Mr. He and Mr. Liu are PRC citizens.

The business operation of Jingwei Sinan is within the approved business scope as set forth in its business license, which includes research and development of computer software, communication software and system integration; sale of self-produced products; provision of after-sale technical consulting and services. Jingwei Zhihui is a limited liability companies established in China. Its approved business scope includes the provision of basic software and application software services, data processing, internet advertising and advertising agency services, business consulting services, project investments, financial management and financial consulting services. We have initiated the process of applying for an ICP license for it. Jingwei Zhihui is 99% owned by Ms. Jing Yang, who is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer, and 1% owned by Mr. James Jian Liu, our executive director and chief operating officer. Both Ms. Yang and Mr. Liu are PRC citizens.

In addition, we have entered into a series of contractual arrangements with another entity, Jiexi Haohe (Beijing) Technology Development Co., Ltd., and its shareholders similar to the arrangements mentioned above. Jiexi Haohe has not carried out any significant business activities to date.

The following is a summary of the currently effective contracts between our subsidiary Qianxiang Shiji, our consolidated affiliated entity Qianxiang Tiancheng, and the shareholders of Qianxiang Tiancheng; between our subsidiary Renren Network, our consolidated affiliated entity Renren Games, and the shareholders of Renren Games; and between our subsidiary Jingwei Sinan, our consolidated affiliated entity Jingwei Zhihui, and the shareholders of Jingwei Zhihui. These contracts provide us with the power to direct the activities that most significantly affect the economic performance of our consolidated affiliated entities and enable us to receive substantially all the economic benefits from them.

*Business Operations Agreements.* Pursuant to a business operations agreement between Qianxiang Shiji, Qianxiang Tiancheng and its shareholders, Qianxiang Tiancheng shall appoint the candidates designated by Qianxiang Shiji as the executive director or directors, general manager, chief financial officer and any other senior officers of Qianxiang Tiancheng. Qianxiang Tiancheng agrees to follow the proposal provided by Qianxiang Shiji from time to time relating to employment, daily operation and financial management. Without Qianxiang Shiji's prior written consent, Qianxiang Tiancheng shall not conduct any transaction that may materially affect its assets, obligations, rights or operations, including but not limited to, (i) incurrence or assumption of any indebtedness, (ii) sale or purchase of any assets or rights, (iii) incurrence of any encumbrance on any of its assets or intellectual property rights in favor of a third party, or (iv) transfer of any rights or obligations under this agreements to a third party. The term of this agreement is ten years and will be extended automatically for another ten years unless Qianxiang Shiji provides a written notice requesting not to extend the term three months prior to the expiration date, which is December 22, 2020. Qianxiang Shiji may terminate the agreement at any time by providing a 30-day advance written notice to Qianxiang Tiancheng and to each of its shareholders. Neither Qianxiang Tiancheng nor any of its shareholders may terminate this agreement during the term or the extension of the term, if applicable.

Renren Network, Renren Games and its shareholders have entered into a business operations agreement. This business operations agreement contains substantially the same terms as the terms of the business operations agreement between Qianxiang Shiji, Qianxiang Tiancheng and its shareholders described above. The expiration date of the business operations agreement between Renren Network, Renren Games and its shareholders is November 29, 2022. The term of the agreement is ten years and will be extended automatically for another ten years unless Renren Network provides a written notice requesting not to extend the term three months prior to the expiration date.

Jingwei Sinan, Jingwei Zhihui and its shareholders have entered into a business operations agreement. This business operations agreement contains substantially the same terms as the terms of the business operations agreement between Qianxiang Shiji, Qianxiang Tiancheng and its shareholders described above. The expiration date of the business operations agreement between Jingwei Sinan, Jingwei Zhihui and its shareholders is May 21, 2024. The term of the agreement is ten years and will be extended automatically for another ten years unless Jingwei Sinan provides a written notice requesting not to extend the term three months prior to the expiration date.

*Powers of Attorney.* Pursuant to powers of attorney, the shareholders of Qianxiang Tiancheng each irrevocably appointed our executive director and chief operating officer, Mr. James Jian Liu (the person designated by Qianxiang Shiji) as their attorney-in-fact to vote on their behalf on all matters of Qianxiang Tiancheng that requires shareholder approval under PRC laws and regulations as well as Qianxiang Tiancheng's articles of association. The appointment of Mr. Liu is conditional upon his being the employee and the designated person of Qianxiang Shiji. Each power of attorney will remain in effect from December 23, 2010 to December 22, 2020, unless and until the earlier of the following events: (i) Mr. Liu loses his position in Qianxiang Shiji or Qianxiang Shiji issues a written notice to dismiss or replace Mr. Liu; and (ii) the business operations agreement between Qianxiang Shiji, Qianxiang Tiancheng and its shareholders terminates or expires.

Pursuant to a proxy agreement and power of attorney, the shareholders of Renren Games each irrevocably appointed Renren Network as their attorney-in-fact to exercise on their behalf any and all rights that such shareholders have in respect of their equity interests in Renren Games conferred by relevant laws and regulations and the articles of associate of Renren Games. The proxy agreement and power of attorney became effective on November 30, 2012 and will remain effective as long as Renren Games exists. Neither of the shareholders of Renren Games has the right to terminate the proxy agreement or revoke the power of attorney without the prior written consent of Renren Network.

Pursuant to a proxy agreement and power of attorney, the shareholders of Jingwei Zhihui each irrevocably appointed Jingwei Sinan as their attorney-in-fact to exercise on their behalf any and all rights that such shareholders have in respect of their equity interests in Jingwei Zhihui conferred by relevant laws and regulations and the articles of associate of Jingwei Zhihui. The proxy agreement and each of the power of attorney became effective on May 22, 2014. Each power of attorney will remain in effect from May 22, 2014 to May 21, 2024, unless and until the assignment of the loan under the loan agreement described below from Jingwei Sinan to each shareholder of Jingwei Zhihui. Neither of the shareholders of Jingwei Zhihui has the right to terminate the proxy agreement or revoke the power of attorney without the prior written consent of Jingwei Sinan.

*Spousal Consent Letters.* Pursuant to spousal consent letters, the spouse of each of the shareholders of Qianxiang Tiancheng acknowledged that certain equity interests of Qianxiang Tiancheng held by and registered in the name of his/her spouse will be disposed of pursuant to the equity option agreements. These spouses understand that such equity interests are held by their respective spouse on behalf of Qianxiang Shiji, and they will not take any action to interfere with the disposition of such equity interests, including, without limitation, claiming that such equity interests constitute communal property of marriage.

Pursuant to spousal consent letters, the spouse of each of the shareholders of Renren Games has acknowledged that certain equity interests of Renren Games held by and registered in the name of his/her spouse will be disposed of pursuant to the loan agreement, equity option agreement and equity interest pledge agreement of which they are respectively a party, and they will not take any action to interfere with such arrangement, including claiming that such equity interests constitute property or communal property between his/her spouse and himself/herself.

Pursuant to spousal consent letters, the spouse of each of the shareholders of Jingwei Zhihui has acknowledged that certain equity interests of Jingwei Zhihui held by and registered in the name of his/her spouse will be disposed of pursuant to the loan agreement, equity option agreement and equity interest pledge agreement of which they are respectively a party, and they will not take any action to interfere with such arrangement, including claiming that such equity interests constitute property or communal property between his/her spouse and himself/herself.

*Equity Option Agreements.* Pursuant to equity option agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng, Qianxiang Tiancheng's shareholders granted Qianxiang Shiji or its designated representative(s) an exclusive option to purchase, to the extent permitted under PRC law, all or part of their equity interests in Qianxiang Tiancheng in consideration of the loans extended to Qianxiang Tiancheng's shareholders under the loan agreements mentioned below. In addition, Qianxiang Shiji has the option to acquire the equity interests of Qianxiang Tiancheng at the lowest price then permitted by PRC law in consideration of the cancellation of all or part of the loans extended to the shareholders of Qianxiang Tiancheng under the loan agreements. Qianxiang Shiji or its designated representative(s) have sole discretion as to when to exercise such options, either in part or in full. Qianxiang Shiji or its designated representative(s) is entitled to exercise the options for unlimited times until all of the equity interests of Qianxiang Tiancheng have been acquired, and can be freely transferred, in whole or in part, to any third party. Without Qianxiang Shiji's consent, Qianxiang Tiancheng's shareholders shall not transfer, donate, pledge, or otherwise dispose their equity shareholdings in Qianxiang Tiancheng in any way. The equity option agreement will remain in full force and effect until the earlier of: (i) the date on which all of the equity interests in Qianxiang Tiancheng have been acquired by Qianxiang Shiji or its designated representative(s); or (ii) the receipt of the 30-day advance written termination notice issued by Qianxiang Shiji to the shareholders of Qianxiang Tiancheng. The key factors for our decision to exercise the option are whether the current regulatory restrictions on foreign investment in the internet business and advertising business will be relaxed in the future, which is rather unpredictable at the moment. If such restrictions are relaxed, we will, through Qianxiang Shiji, exercise the option and purchase all or part of the equity interests in Qianxiang Tiancheng.

Renren Network and each of the shareholders of Renren Games have entered into an equity option agreement. The terms of this agreement are substantially the same as the terms of the equity option agreement between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng.

Jingwei Sinan and each of the shareholders of Jingwei Zhihui have entered into an equity option agreement. The terms of this agreement are substantially the same as the terms of the equity option agreement between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng.

*Exclusive Technical Service Agreements.* Pursuant to an exclusive technical service agreement between Qianxiang Shiji and Qianxiang Tiancheng, Qianxiang Shiji has the exclusive right to provide certain technical services, including maintenance of servers, development, updating and upgrading of web user application software, e-commerce technical services, to Qianxiang Tiancheng. Without Qianxiang Shiji's prior written consent, Qianxiang Tiancheng shall not engage any third party to provide any of the technical services under this agreement. In addition, Qianxiang Shiji exclusively owns all intellectual property rights resulting from the performance of this agreement. Qianxiang Tiancheng agrees to pay a service fee to Qianxiang Shiji at a specific fee rate proposed by Qianxiang Shiji. Qianxiang Shiji shall have the right to adjust at any time the fee rate based on the quantity, difficulty and urgency of the services it provides to Qianxiang Tiancheng and other factors. The term of this agreement is ten years and will be extended automatically for another ten years unless terminated by Qianxiang Shiji's written notice three months prior to the expiration of the term, which is December 22, 2020. Qianxiang Shiji can terminate the agreement at any time by providing a 30-day prior written notice. Qianxiang Tiancheng is not permitted to terminate this agreement prior to the expiration of the term, unless Qianxiang Shiji fails to comply with any of its obligations under this agreement and such breach makes Qianxiang Shiji unable to continue to perform this agreement.

Pursuant to an exclusive technology support and technology services agreement between Renren Network and Renren Games, Renren Network has the exclusive right to provide to Renren Games certain development, maintenance and support services for the servers and computer software and hardware for Renren Games' online game business. Renren Games agrees to pay a service fee to Renren Network at a specific fee rate proposed by Renren Network. Renren Network shall have the right to adjust at any time the fee rate based on certain factors, including the quantity, scope and nature of the services it provides to Renren Games. The other terms of this agreement are substantially the same as the terms of the exclusive technical service agreement between Qianxiang Shiji and Qianxiang Tiancheng. The term of this agreement is ten years commencing from November 30, 2012, and Renren Network has the right in its sole discretion to extend the term of this agreement for additional ten-year terms by notifying Renren Games at least three months prior to the end of each such ten-year term.

Jingwei Sinan and Jingwei Zhihui have entered into an exclusive technology support and technology services agreement. This exclusive technology support and technology services agreement contains substantially the same terms as the terms of the technology support and technology services agreement between Renren Network and Renren Games. The term of this agreement is ten years commencing from May 22, 2014, and Jingwei Sinan has the right in its sole discretion to extend the term of this agreement for additional ten-year terms by notifying Jingwei Zhihui at least three months prior to the end of each such ten-year term.

*Intellectual Property Right License Agreements.* Pursuant to an intellectual property right license agreement between Qianxiang Shiji and Qianxiang Tiancheng, Qianxiang Shiji grants a non-exclusive and non-transferable license, without sublicense rights, to Qianxiang Tiancheng to use certain of the domain names, registered trademarks and non-patent technology (software) owned by Qianxiang Shiji. Qianxiang Tiancheng may only use the intellectual property rights in its own business operations. The amount, payment method and classification of the license fees under this agreement shall be determined based on the precondition that they facilitate Qianxiang Shiji's securing of all preferential treatments under the PRC tax policies and shall be agreed by both Qianxiang Shiji and Qianxiang Tiancheng considering, among others, the following factors: (i) the number of users purchasing Qianxiang Tiancheng's products or receiving Qianxiang Tiancheng's services; and (ii) the types and quantity of the intellectual property rights, which are specified under this agreement, actually used by Qianxiang Tiancheng for selling products or providing services to its users. The term of this agreement is five years and the current term expires on December 22, 2015. The term of this agreement can be extended for another five years with both parties' consents. Qianxiang Shiji may terminate this agreement at any time by providing a 30-day prior written notice. Any party may terminate this agreement immediately with written notice to the other party if the other party materially breaches the relevant agreement and fails to cure its breach within 30 days from the date it receives the written notice specifying its breach from the non-breaching party. The parties will review this agreement every three months and determine if any amendment is needed.

Renren Network and Renren Games have entered into an intellectual property right license agreement. This intellectual property right license agreement contains substantially the same terms as the intellectual property right license agreement between Qianxiang Shiji and Qianxiang Tiancheng. Under the intellectual property right license agreement between Renren Network and Renren Games, Renren Network has granted a non-exclusive and non-transferable license, without sublicense rights, to Renren Games to use certain intellectual property rights owned by Renren Network. The current term of the intellectual property right license agreement between Renren Network and Renren Games expires on November 29, 2017, and the term will be automatically extended for additional one year terms unless either party provides the other party with notice of its desire to terminate this agreement.

Jingwei Sinan and Jingwei Zihui have entered into an intellectual property right license agreement. This intellectual property right license agreement contains substantially the same terms as the intellectual property right license agreement between Qianxiang Shiji and Qianxiang Tiancheng. The current term of the intellectual property right license agreement between Jingwei Sinan and Jingwei Zihui expires on May 21, 2024, and the term will be automatically extended for additional ten year terms unless either party provides the other party with notice of its desire to terminate this agreement.

*Equity Interest Pledge Agreements.* Pursuant to equity interest pledge agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng, the shareholders of Qianxiang Tiancheng pledge all of their equity interests in Qianxiang Tiancheng to Qianxiang Shiji, to guarantee Qianxiang Tiancheng and its shareholders' performance of their obligations under, where applicable, (i) the loan agreements, (ii) the exclusive technical service agreement, (iii) the intellectual property right license agreement and (iv) the equity option agreements. If Qianxiang Tiancheng and/or any of its shareholders breach their contractual obligations under the aforesaid agreements, Qianxiang Shiji, as the pledgee, will be entitled to certain rights and entitlements, including the priority in receiving payments by the evaluation or proceeds from the auction or sale of whole or part of the pledged equity interests of Qianxiang Tiancheng in accordance with legal procedures. Without Qianxiang Shiji's prior written consent, shareholders of Qianxiang Tiancheng shall not transfer or assign the pledged equity interests, or incur or allow any encumbrance that would jeopardize Qianxiang Shiji's interests. During the term of this agreement, Qianxiang Shiji is entitled to collect all of the dividends or other distributions, if any, derived from the pledged equity interests. The equity interest pledge has become effective and will expire on the earlier of: (i) the date on which Qianxiang Tiancheng and its shareholders have fully performed their obligations under the loan agreements, the exclusive technical service agreement, the intellectual property right license agreement and the equity option agreements; (ii) the enforcement of the pledge by Qianxiang Shiji pursuant to the terms and conditions under this agreement to fully satisfy its rights under such agreements; or (iii) the completion of the transfer of all equity interests of Qianxiang Tiancheng by the shareholders of Qianxiang Tiancheng to another individual or legal entity designated by Qianxiang Shiji pursuant to the equity option agreement and no equity interest of Qianxiang Tiancheng is held by such shareholders.

Renren Network has entered into an equity interest pledge agreement with each of the shareholders of Renren Games. The terms of these two agreements are substantially the same as the terms of the equity interest pledge agreements between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng.

Jingwei Sinan has entered into an equity interest pledge agreement with each of the shareholders of Jingwei Zihui. The terms of these two agreements are substantially the same as the terms of the equity interest pledge agreements between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng.

All of the equity interest pledge agreements between our subsidiaries and each of the shareholders of our consolidated affiliated entities have been registered.

*Loan Agreements.* Under loan agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng, Qianxiang Shiji made interest-free loans in an aggregate amount of RMB10.0 million to the shareholders of Qianxiang Tiancheng exclusively for the purpose of the initial capitalization and the subsequent financial needs of Qianxiang Tiancheng. The loans can only be repaid with the proceeds derived from the sale of all of the equity interests in Qianxiang Tiancheng to Qianxiang Shiji or its designated representatives pursuant to the equity option agreements. The term of the loans is ten years from the actual drawing down of such loans by the shareholders of Qianxiang Tiancheng, and will be automatically extended for another ten years unless a written notice to the contrary is given by Qianxiang Shiji to the shareholders of Qianxiang Tiancheng three months prior to the expiration of the loan agreements.



Renren Network and each of the shareholders of Renren Games have entered into loan agreements. Under the loan agreements, Renren Network made interest-free loans in an aggregate amount of RMB10.0 million to the shareholders of Renren Games. The other terms of each of these loan agreements are substantially the same as the terms of the loan agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng.

Jingwei Sinan and each of the shareholders of Jingwei Zhihui have entered into loan agreements. Under the loan agreements, Jingwei Sinan made interest-free loans in an aggregate amount of RMB1.0 million to the shareholders of Jingwei Zhihui. The other terms of each of these loan agreements are substantially the same as the terms of the loan agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng.

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

Our principal executive offices are located at 1/F, North Wing, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing, 100016, People's Republic of China, where we lease approximately 13,788 square meters of office space as of March 31, 2015. We also lease an additional 12,284 square meters of office space in 27 cities throughout China, including Beijing, Shanghai, Guangzhou and Wuhan. We lease our premises from unrelated third parties under non-cancelable operating lease agreements. Some of the lessors of our leased premises do not have valid title to such premises or proper authorization from the title owner to sublease such premises. For further details, see "Item 3.D—Risk Factors—Risks Related to Our Business and Industry—The leasehold interests of some of our consolidated affiliated entities might not be fully protected by the terms of the relevant lease agreements due to defects in or the landlord's failure to provide certain title documents with respect to some of our leased properties." Our leases typically have terms of one or two years, although there are a few leases which have terms of three to four years, including the lease of our principal executive offices. The majority of our leases are due to expire during 2015, and we plan to renew our leases before they expire.

Our servers are primarily hosted at internet data centers owned by major domestic internet data center providers. The hosting services agreements typically have terms of one year. We believe that we will be able to obtain adequate facilities, principally through leasing, to accommodate our future expansion plans.

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

None.

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

*You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the consolidated financial statements and the related notes included elsewhere in this annual report on Form 20-F. This discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Item 3.D. Key Information—Risk Factors" and elsewhere in this annual report on Form 20-F.*

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

##### **Overview**

In 2012, we had two operating and reportable segments, namely Renren and Nuomi. The Renren segment included our online advertising, online games and other IVAS businesses, such as our Woxiu business. Our Nuomi group-buy business was quite significant at that time and thus formed a separate segment.

During 2013, the following corporate changes occurred in our businesses and organizations:

- the corporate restructuring of our online games business, which was originally under IVAS, now had its own management team and operating entities to meet its business needs; and
- in October 2013, Baidu Holdings Limited, a subsidiary of Baidu, Inc., acquired approximately 59% of the equity interest of Nuomi Holdings Inc., or Nuomi, which operated our group-buy business.

As a result of the dilution of our equity interest in Nuomi, Nuomi's financial results have been deconsolidated as of October 26, 2013 and classified under discontinued operations. Based on our analysis of the above corporate changes, we concluded that in 2013 and 2014 we have two reportable segments, namely Renren and Games. In addition, in 2014 we disposed of Qianjun Technology, the operator of 56.com within the Renren segment, and therefore we have classified the financial results from 56.com under discontinued operations as well. We retrospectively adjusted our segment information for all periods presented to reflect these changes in our segment reporting. These adjustments are also reflected in the following discussion of our segment operating results for comparison to prior year results.

We currently generate revenues from our Renren segment and Games segment. Our Renren segment had net revenues from both online advertising and internet value-added services, or IVAS. Our online advertising revenues are derived from a wide range of advertising formats and solutions. Our IVAS revenues include revenues from VIP memberships, virtual items and other paid applications on *renren.com* and *woxiu.com*. Our Games segment derives its net revenues from online games, with a substantial majority being generated from users' purchases of in-game virtual items offered through Renren Games.

Our total net revenues decreased from US\$154.8 million in 2012 to US\$147.9 million in 2013 and decreased further to US\$83.0 million in 2014. We had a loss from continuing operations of US\$31.9 million and US\$29.0 million in 2012 and 2013, respectively, and an income from continuing operations of US\$33.4 million in 2014.

The major factors affecting our results of operations and financial condition are discussed below.

### Net Revenues

We derive all of our revenues from our Renren and Games segments. Our Renren segment includes online advertising and IVAS service lines. As is customary in the advertising industry in China, we offer rebates to third-party advertising agencies and recognize online advertising revenues net of these rebates. We recognized all of our revenues net of business taxes through 2011. Starting from 2012, we recognize our revenues net of business taxes or value added tax, as applicable.

The following table sets forth the principal components of our net revenues, both as absolute amounts and as percentages of our total net revenues from our continuing operations, for the periods presented.

	Years ended December 31,					
	2012		2013		2014	
	(in thousands of US\$, except for percentages)					
	US\$	%	US\$	%	US\$	%
<b>Net revenues:</b>						
Renren segment:						
Online advertising	\$ 49,129	31.7%	\$ 41,575	28.1%	\$ 26,894	32.4%
IVAS	16,243	10.5	20,899	14.1	18,959	22.9
Renren segment total	65,372	42.2	62,474	42.2	45,853	55.3
Games segment	89,455	57.8	85,473	57.8	37,101	44.7
Total net revenues	\$ 154,827	100.0%	\$ 147,947	100.0%	\$ 82,954	100.0%

## *Our Renren segment*

Our Renren segment has net revenues from both online advertising and IVAS.

*Online advertising.* We offer a wide range of online advertising formats and solutions, including social ads, display ads, promoted news feed items, fan and brand pages, self-service advertising solutions targeted at small- and medium-sized enterprises, and other formats such as sponsored online events and branded virtual items. We have also started offering mobile advertising solutions through our Renren mobile app towards the end of 2013, which include banners, newsfeeds and sponsored stories. In 2012, 2013 and 2014, approximately 86.3%, 87.9% and 94.7%, respectively, of our online advertising revenues were derived from pay-for-time arrangements, whereby advertisers place their orders based on the period of time an advertisement is displayed in a specific format on a specific web page or through our mobile advertising formats. In addition to pay-for-time arrangements, advertisers can pay for our PC advertising solutions based on the number of ad impressions delivered or the number of clicks on their advertisement. An “ad impression” is delivered when an advertisement appears on a page and the page is viewed by a user.

Historically, advertisers looked at the size and demographics of our user base and the traffic on our SNS platform to gauge how effectively our SNS platform could be used to reach their target customers. The number of our activated users increased from approximately 178 million as of December 31, 2012 to approximately 206 million as of December 31, 2013 and to approximately 223 million as of December 31, 2014. However, we suffered a significant drop in monthly unique log-in users in 2013 and in average amount of time that unique log-in users spent on our platform in 2014. Our monthly unique log-in users decreased from approximately 56 million in December 2012 to approximately 45 million in December 2013 and then increased to approximately 46 million as of December 2014. The average amount of time that unique log-in users spent on our platform increased from approximately 7.6 hours in 2012 to approximately 7.7 hours in 2013 and then decreased to approximately 4.0 hours in 2014. These decreases in usage are primarily due to intense competition in the mobile internet environment, where there are numerous mobile applications dedicated to meet the specific needs of different users.

Meanwhile, the migration of our user traffic from PC to mobile made it more difficult for us to monetize our user traffic. The mobile percentage of our monthly total user time spent on *renren.com* grew from 69.1% in December 2012 to 79.2% in December 2013 and further to 87.9% in December 2014. To date, advertisers have spent considerably less money advertising on mobile devices as compared to advertising on personal computers, due to the limited screen size of mobile devices and the under-developed measurement and tracking services for mobile advertising, and we did not begin monetizing through advertising until towards the end of the 2013. As a consequence, the number of our brand advertisers has decreased in recent years, even as annual spending by our brand advertisers has remained relatively stable. The number of our brand advertisers was 232, 189 and 139 in 2012, 2013 and 2014, respectively, while annual spending by our brand advertisers was approximately US\$182,000, US\$193,000 and US\$179,000 in 2012, 2013 and 2014, respectively.

Due to the rapidly evolving nature of both the online advertising industry and social networking websites as an advertising platform, we are generally not able to use conventional price and volume analysis in evaluating the financial performance of our online advertising services. Because we offer a variety of advertisement formats on different locations of our webpages and both the advertisement formats and webpages have changed significantly in the past few years, we do not have meaningful advertisement volume information that can be used for period to period comparison purposes. Similarly, the price for the same duration of an advertisement may change due to the location of the webpage, the location of the advertisement on the webpage and rotation frequency. In addition, because social networking mobile services and websites as an advertising platform is an emerging business model and our pricing model for our advertising services has undergone significant changes in the past several years, period to period comparisons of prices of our advertising services would not be meaningful.

The most significant factors that directly or indirectly affect our online advertising revenues include the following:

- the number of our users who visit the mobile and PC versions of our social networking internet platform, and the amount of time as well as the page views spent on the mobile and PC versions of our platform;
- acceptance by advertisers of online advertising in general and real name social networking services in particular as an effective marketing channel;
- the size of total online advertising budgets of advertisers for both mobile and PC solutions;
- our ability to retain existing advertisers and attract new advertisers;

- the level of competition among companies providing social networking, social messaging and social media services;
- our ability to continue providing innovative advertising solutions that enable advertisers to reach their target audiences;
- reports by 3rd party internet traffic tracking service providers in China, such as iResearch;
- the state of the PRC and global economy; and
- government regulations or policies affecting the internet and SNS and online advertising businesses.

*IVAS.* Our Renren segment’s IVAS revenues include VIP memberships, virtual items and other paid applications on *renren.com* and *woxiu.com*. Revenues generated from applications developed by third parties are subject to revenue-sharing agreements with the third-party developers.

As our Renren segment’s IVAS business is comprised of several business models, and each business model has its own revenue sources, quantitative price analysis for our Renren segment’s IVAS business as a whole is not practical or meaningful. Consequently, we are generally not able to use conventional average sale price analysis in evaluating the financial performance of our Renren segment’s IVAS businesses.

The most significant factors that directly or indirectly affect our Renren segment’s IVAS revenues include the following:

- our ability to maintain and improve revenue-sharing arrangements with third-party application developers; and
- our ability to continue to offer new engaging VIP features on our Renren SNS platform and Woxiu that are attractive to users.

#### *Our Games segment*

Our Games segment’s revenues are derived from online games, including mobile, PC and cross-platform games. The substantial majority of our online games revenues are generated from users’ purchases of in-game virtual items, such as accessories and pets, on *wan.renren.com* and other direct-to-consumer store fronts such as Apple’s Appstore. We collect most of our online games revenues through third-party online payment systems. We also sell online prepaid cards to distributors at a discount to the face value of the cards. For a detailed discussion of how revenues from games segment are recognized in our financial statements, see “—Critical Accounting Policies—Revenue Recognition.”

The most significant factors that directly or indirectly affect our Games segment’s revenues include the following:

- our ability to continue to offer new revenue-generating online games that are attractive to users;
- costs relating to licensing or acquiring and marketing new online games, including cross-platform games and mobile games;
- our ability to maintain and improve revenue-sharing arrangements with third-party online game developers;
- competition in China’s online games markets; and
- government regulations or policies affecting online games businesses.

#### *Cost of Revenues*

The following table sets forth the principal components of our cost of revenues, both as absolute amounts and as percentages of our total net revenues from our continuing operations, for the periods presented.

**Years ended December 31,**

	2012		2013		2014	
	(in thousands of US\$, except for percentages)					
	US\$	%	US\$	%	US\$	%
<b>Cost of revenues:</b>						
Renren segment:						
Bandwidth and co-location costs	\$ 10,907	7.0%	\$ 12,192	8.2%	\$ 10,133	12.2%
Salaries and benefits	1,752	1.1	1,482	1.0	1,563	1.9
Direct advertisement costs	1,654	1.1	676	0.5	1,419	1.7
Commission costs	4,013	2.6	8,238	5.6	11,184	13.5
Other expenses	6,365	4.2	8,448	5.7	8,738	10.5
Sub-total	24,691	16.0	31,036	21.0	33,037	39.8
Games segment:						
Bandwidth and co-location costs	\$ 5,660	3.7	\$ 3,843	2.6	\$ 3,031	3.7
Salaries and benefits	10,280	6.6	10,521	7.1	5,744	6.9
Games related costs	5,064	3.3	6,477	4.4	3,291	4.0
Other expenses	4,099	2.6	2,403	1.6	2,869	3.4
Sub-total	25,103	16.2	23,244	15.7	14,935	18.0
Total cost of revenues	\$ 49,794	32.2%	\$ 54,280	36.7%	\$ 47,972	57.8%

*Our Renren segment*

Cost of revenues for our Renren segment consists primarily of bandwidth and co-location costs, salaries and benefits, direct advertisement costs and commission costs. We expect that our cost of revenues will increase in amount as we further grow our user base and expand our revenue-generating services.

*Bandwidth and co-location costs.* Bandwidth and co-location costs are the fees we pay to telecommunications carriers and other service providers for telecommunications services and for hosting our servers at their internet data centers. Bandwidth and co-location costs are a significant component of our cost of revenues.

*Salaries and benefits.* Salaries and benefits primarily consist of salaries and welfare benefits for employees whose services are directly related to the generation of revenues.

*Direct advertisement costs.* Direct advertisement costs include design, development and certain other costs incurred by third parties with whom we have contracted to provide certain services relating to our online advertising services. For example, if an advertiser places an advertisement on our *renren.com* website and we contract with a third party to provide technical assistance and design support for placing such advertisement, the fees paid to this third party are classified as direct advertisement costs.

*Commission costs.* Commission costs primarily consist of commissions that were paid to Woxiu performers. Such commissions were calculated as a percentage of the revenues we generate from the sales of virtual items that fans of the performers have purchased.

*Other expenses.* Other expenses primarily include depreciation and content costs. Depreciation expenses primarily consist of the depreciation of servers and other equipment. We include depreciation expenses for servers and other equipment that are directly related to our business operations and technical support in our cost of revenues. Content costs consist of fees we pay to license content from copyright owners or content distributors.

### Our Games segment

*Games related costs.* Games-related costs primarily consist of fixed and variable fees for licensing certain online games from third-party developers. Fixed licensing fees are amortized on a straight line basis over the shorter of the license period and the useful economic life of the licensed game. Variable licensing fees are calculated as a percentage of the revenues we generate from the licensed games and are recognized when the relevant revenues are recognized. In addition, games-related costs include the depreciation and amortization of computer servers and software which are attributable to our online games business.

*Bandwidth and co-location costs.* Bandwidth and co-location costs of our Games segment primarily consist of the fees we pay to telecommunications carriers for hosting of servers.

*Salaries and benefits.* Salaries and benefits of our Games segment primarily consist of expenses for employees whose services are directly related to the operation of our online game services.

*Other expenses.* Other expenses of Games segment mainly include depreciation and amortization for servers and equipment that are directly related to the online games services.

### Operating Expenses

Our operating expenses consist of selling and marketing expenses, research and development expenses, general and administrative expenses, restructuring cost, impairment of intangible assets and impairment of goodwill. The following table sets forth our operating expenses for continuing operations, both as absolute amounts and as percentages of our total net revenues, for the periods indicated.

	Years ended December 31,					
	2012		2013		2014	
	(in thousands of US\$, except for percentages)					
	US\$	%	US\$	%	US\$	%
<b>Operating Expenses:</b>						
Selling and marketing	\$ 47,926	31.0%	\$ 62,198	42.0%	\$ 38,340	46.2%
Research and development	71,558	46.2	77,956	52.7	50,675	61.1
General and administrative	33,577	21.7	49,275	33.4	51,429	61.9
Impairment of intangible assets	—	—	208	0.1	714	0.9
Impairment of goodwill	—	—	—	—	46,864	56.5
Restructuring cost	—	—	3,475	2.3	6,354	7.7
Total operating expenses	<u>\$ 153,061</u>	<u>98.9%</u>	<u>\$ 193,112</u>	<u>130.5%</u>	<u>\$ 194,376</u>	<u>234.3%</u>

Our selling and marketing expenses, research and development expenses and general and administrative expenses include share-based compensation charges. See “—Critical Accounting Policies—Share-Based Compensation” for more information.

#### *Selling and marketing expenses*

Selling and marketing expenses consist primarily of salaries, benefits and commissions for our sales and marketing personnel and advertising and promotion expenses. Compared with 2014, our selling and marketing expenses may increase in the near term if we plan to increase our promotion expenses for our Renren brand, online games and our internet finance services.

#### *Research and development expenses*

Research and development expenses consist primarily of salaries and benefits for research and development personnel. Our research and development expenses decreased substantially in 2014 due mainly to the headcount reduction for our game development teams when we shifted our focus to operating and distributing online games from third parties. Our research and development expenses may increase in the near term on an absolute basis as we intend to hire additional research and development personnel to develop new features for our various services and further improve our technology infrastructure.

### *General and administrative expenses*

General and administrative expenses consist primarily of salaries and benefits for our general and administrative personnel and fees and expenses for third-party professional services. Our general and administrative expenses may increase in the future on an absolute basis as our business grows.

### *Impairment of goodwill*

As the declining performance of our Renren reporting unit indicated an impaired goodwill, we performed an interim impairment test in September 2014 and recorded an impairment of goodwill of the Renren reporting unit, which included 56.com, of US\$46.9 million.

## **Taxation**

### *Cayman Islands*

We are incorporated in the Cayman Islands. Under the current laws of the Cayman Islands, we are not subject to income or capital gains tax. In addition, dividend payments are not subject to withholding tax in the Cayman Islands.

### *PRC*

All entities and individuals that engage in the provision of services, the transfer of intangible assets or the sale of real properties within the PRC are required to pay PRC business tax. Currently, we are subject to a 5.6% to 8.6% business tax on gross revenue generated from IVAS, online advertising and social commerce services, plus related surcharges.

On January 1, 2012, the Ministry of Finance and the State Administration of Taxation introduced a pilot plan for the imposition of a value-added tax to replace the business tax. This pilot plan was first launched in Shanghai and subsequently was expanded to ten other provinces and municipalities, between August and December of 2012. As of December 31, 2014, certain of our subsidiaries and consolidated affiliated entities based in Beijing, Guangzhou and Shanghai have been required by local tax authority to pay value-added tax at a rate of 6.72% to 6.78% on certain service revenues which were previously subject to business tax.

The Enterprise Income Tax Law applies a uniform enterprise income tax rate of 25% to all domestic enterprises and foreign-invested enterprises and defines new tax incentives for qualifying entities. Dividends, interests, rent or royalties paid by a PRC entity to foreign non-resident enterprise investors, and proceeds from the disposition of assets by such foreign enterprise investor, will generally be subject to a 10% withholding tax.

On March 31, 2009, Qianxiang Wangjing, one of our consolidated affiliated entities, was qualified as a “software enterprise” by the Beijing Municipal Commission of Science and Technology. According to such qualification, Qianxiang Wangjing was eligible for certain preferential tax treatments, including a two-year exemption and three-year 50% reduction on its annual enterprise income tax starting from the first year when it generated profits, which was 2009. Qianxiang Wangjing did not qualify for renewal of such qualification and accordingly the preferential tax treatments ceased in 2013. This preferential tax treatment benefited us by reducing our income tax charge by US\$1.4 million and nil in 2011 and 2012 respectively. From tax year 2013 onward, Qianxiang Wangjing is subject to income tax at the standard rate of 25%. Qianxiang Changda had been qualified as a “software enterprise” by the Shanghai Municipal Commission of Science and Technology and, accordingly, was exempt from enterprise income tax rate in 2011 and 2012. In 2013 Qianxiang Changda did not qualify for renewal of this qualification and accordingly will not continue to be entitled to the tax reduction of 50% for 2013, 2014 and 2015. This preferential tax treatment benefited us by reducing our income tax charge by US\$2.8 million in 2011 and US\$9.8 million in 2012. Renren Games has been qualified as a “software enterprise” by the Shanghai Municipal Commission of Science and Technology and, accordingly, was exempt from enterprise income tax rate in 2013, will be exempt in 2014 and will enjoy a tax reduction of 50% from 2015 to 2017. This preferential tax treatment benefited us by reducing our income tax charge by US\$5.8 million in 2013 and US\$2.1 million in 2014. Furthermore, certain enterprises may still benefit from a preferential tax rate of 15% under the Enterprise Income Tax Law if they qualify as a “High and New Technology Enterprise” subject to certain general factors described in the Enterprise Income Tax Law and the related regulations. Tianjin Joy Interactive Technology Development Co., Ltd. is entitled to a preferential tax rate of 15% due to its qualification as a “High and New Technology Enterprise” from October 21, 2014 to October 20, 2017.

Under the Enterprise Income Tax Law, an enterprise established outside of the PRC with “de facto management bodies” located within the PRC is considered a PRC resident enterprise and therefore will be subject to a 25% PRC enterprise income tax on its global income. The implementation rules define “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.” In addition, SAT Circular 82 treats a Chinese-controlled enterprise established outside of China as a PRC resident enterprise with “de facto management bodies” located in the PRC for tax purposes where all of the following requirements are satisfied: (i) the senior management and core management departments in charge of its daily production or business operations are located in the PRC; (ii) its financial and human resource decisions are subject to determination or approval by persons or bodies in the PRC; (iii) its major assets, accounting books, company seals, and minutes and files of its board and shareholders’ meetings are located or kept in the PRC; and (iv) more than half of the enterprise’s board members with voting rights or senior management habitually reside in the PRC. In addition, the State Administration of Taxation issued a bulletin effective September 1, 2011 to provide more guidance on the implementation of the above circular. The bulletin made clarification in the areas of resident status determination, post-determination administration and competent tax authorities. It also specifies that when provided with a copy of Chinese tax resident determination certificate from a resident Chinese controlled offshore incorporated enterprise, the payer should not withhold 10% income tax when paying the Chinese-sourced dividends, interest, royalties, etc. to the Chinese controlled offshore incorporated enterprise. Although both the circular and the bulletin only apply to offshore enterprises controlled by PRC enterprises and not those by PRC individuals, the determination criteria set forth in the circular and administration clarification made in the bulletin may reflect the State Administration of Taxation’s general position on how the “de facto management body” test should be applied in determining the tax residency status of offshore enterprises and the administration measures should be implemented, regardless of whether they are controlled by PRC enterprises or PRC individuals. Despite the uncertainties resulting from limited PRC tax guidance on the issue, we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises under the Enterprise Income Tax Law. If we were considered a PRC resident enterprise for tax purposes, we would be subject to the PRC enterprise income tax at the rate of 25% on our global income for the period after January 1, 2008. Given that Circular 82 was issued regarding overseas enterprises controlled by PRC enterprises (not those controlled by PRC individuals), it is not strictly applicable to us. As of December 31, 2014, we had not accrued reserves for PRC tax on such basis.

### ***Discontinued Operations***

In October 2013, Baidu Holdings Limited, a subsidiary of Baidu, Inc., acquired approximately 59% of the equity interest of Nuomi Holdings Inc., or Nuomi, a wholly-owned subsidiary of ours and a leading provider of group-buying services in China. In December 2014, Tianjin Jinhua Culture Development Co., Ltd, a subsidiary of Sohu.com Inc., acquired 100% of the equity interest of Qianjun Technology, a wholly-owned subsidiary of ours and operator of the 56.com website. As a result, our financial statements now reflect the deconsolidation of Nuomi’s, Qingting’s and Qianjun Technology’s operating results. Retrospective adjustments to the historical statement of operations have also been made to provide a consistent basis of comparison for the financial results. Specifically, Nuomi’s, Qingting’s and Qianjun Technology’s operational results have been excluded from our financial results from continuing operations and have been separately itemized under discontinued operations.

### **Critical Accounting Policies**

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make estimates and assumptions that affect our reporting of, among other things, assets and liabilities, contingent assets and liabilities and net revenues and expenses. We regularly evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and other factors that we believe to be relevant under the circumstances. Since our financial reporting process inherently relies on the use of estimates and assumptions, our actual results could differ from what we expect. This is especially true with some accounting policies that require higher degrees of judgment than others in their application. We consider the policies discussed below to be critical to an understanding of our audited consolidated financial statements because they involve the greatest reliance on our management’s judgment.



## **Revenue Recognition**

Historically, we have generated revenues primarily through online games, online advertising, our online social video platform and social commerce. Our social commerce services have been discontinued after our deconsolidation of Nuomi. We recognize revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured.

### *Online games*

We generate revenue from the provision of online games, particularly cross-platform and web-based online games. Our games can be accessed and played by end users free of charge, and the end users may choose to purchase in-game virtual merchandise or premium features to enhance their game-playing experience using virtual currency. The end users can purchase virtual currency by making direct online payments to us through third-party online payment platforms or purchasing online prepaid cards. Net proceeds received from these service providers after deduction of service fees are recorded initially as deferred revenues. We sell online prepaid cards through distributors across China with sales discounts from the face value offered by us. As we do not have control over and generally do not know the ultimate selling price of the online prepaid cards sold by the distributors, net proceeds received from distributors after deduction of sales discounts are recorded as deferred revenues. End users consume the virtual currency for in-game merchandise or premium features sold.

We categorizes in-game merchandise or premium features as either consumptive or permanent. For the consumptive in-game merchandise or premium features, revenues are recognized when the in-game merchandise or premium features are first used by the end users. For the permanent in-game merchandise or premium features, revenues are recognized ratably over the estimated average playing period of paying players for each applicable game, which represents our best estimate of the estimated average life of permanent in-game merchandise or premium features.

In estimating the average playing period of paying players for each applicable game, we consider the charging data, which are affected by various factors such as acceptance and popularity of the game, the game updates and other in-game items, promotional events launched, future operating strategies and market conditions. Given the short operating history of our online games, the estimated average playing period of paying players for each applicable game may not accurately reflect the actual lives of the permanent in-game merchandise or premium features in that game. We review, at least annually, the average playing period of paying players for all applicable games to determine whether the estimated lives for permanent in-game merchandise or premium features remain reasonable. Based on our latest review, such estimated lives remain reasonable and have not changed significantly over time. We may revise our estimates as it continues to collect operating data, and refine the estimation process and results accordingly. All paying players' data in an applicable game collected since the launch date of such game are used to perform the relevant assessment for that applicable game.

If there is insufficient player data to determine the average playing period of players for an applicable game, such as in the case of a newly launched game, we estimate the average playing period of paying players based on other similar games we or third parties operate, taking into account the game profile, the target audience and the appeal to paying players of different demographics, until sufficient data is collected, which is normally up to 12 months after launch.

We are not able to track on an individual basis the virtual currency purchased by our users at various prices. Accordingly, we calculate the amount of revenues recognized for each game point consumed using a moving weighted average method, by dividing the sum of the payments received in the current month and the deferred revenue balance as of the beginning of the month by the sum of number of the units of the virtual currency purchased by the end users in the current month and the units unconsumed by the end users as of the beginning of the month.

An example calculation of the application of the moving weighted average method is as follows:

We sell a pre-paid card with a face value of 100 units of virtual currency through a distributor at a price of US\$80 and sell another 100 units virtual currency through direct on-line payment at a price of US\$100. There is no unused virtual currency or deferred revenues outstanding as of the beginning of the period. During the period, the game players completely used 150 units of virtual currency, and the computation of the revenues recognized by the application of the moving weighted average method is as follows:

	Units of virtual currency	Amount in US\$
Outstanding units/deferred revenues as of beginning of the period	— A	— B
Sales during the period	200 C	US\$180(US\$80+US\$100) D
Moving weighted average unit price for the period		US\$0.9 E=(B+D)/(A+C)
Units used/revenues recognized in the period	150 F	US\$135 G=E×F
Outstanding units/ deferred revenues as of ending of the period	50 H=A+C-F	US\$45 I=B+D-G

The deferred revenues in relation with the inactivated online prepaid cards are recognized as revenues when the term of the online prepaid card expires, which is normally two years from the date of purchase. The amount associated with the unused virtual currency, which are without contractual expiration term, are carried as deferred revenues indefinitely as we are not able to reasonably estimate the amount of virtual currency which will be ultimately given up by the users due to our short operating history.

We have also entered into revenue sharing agreements with certain third-party game developers, under which we promote and provide links to the online games developed by these third-party developers on our platforms while the third-party game developers operate the games, which includes providing game software, hardware, technical support and customer services. All of the web games developed by third-party game developers can be accessed and played by game players on our platforms without downloading separate software. We view the game developers to be our customers and consider our responsibility under such agreements to be that of distribution and payment collection for such games. We primarily collect payments from game players in connection with the sale of in-game currencies and remits certain agreed-upon percentages of the proceeds to the game developers with the residual portion of such proceeds deferred for revenue recognition until the estimated consumption date, (i.e., the estimated date by which in-game currencies are consumed within the games for purchase of in-game merchandise or premium features), which is typically within a short period of time after purchase of the in-game currency. Purchases of in-game currency are not refundable unless there is unused in-game currency at the time a game is discontinued. Typically, a game will only be discontinued when the monthly revenue generated by a game is insignificant.

#### *Online advertising*

Pursuant to advertising contracts, we provide advertisement placement services on our SNS platform and in our online games. We primarily enter into pay-for-time contracts, pursuant to which we bill our customers based on the period of time to display the advertisements in the specific formats on specific web pages. In recent years we have entered into pay-for-volume arrangements, pursuant to which we bill our customers based on the number of impressions or click-throughs that we deliver.

For pay-for-time contracts revenues are recognized ratably over the period the advertising is provided. Pay-for-volume contracts revenues are recognized based on traffic volume tracked and the pre-agreed unit price. Contractual billings in excess of recognized revenue and payments received in advance of revenue recognition are recorded as deferred revenues.

We enter into advertising placement contracts with advertisers, or more frequently, with the advertisers' advertising agents, and we offer volume rebates to certain advertisers' advertising agents. We treat these advertising agents as our customers and our advertising revenues are recognized after deducting the estimated rebates. An estimate of the total rebate is based on the estimates of the sales volume to be reached based on our historical experience. If amounts of future rebates cannot be reasonably estimated, a liability will be recognized for the maximum potential amount of the rebates.

#### *Renren Open Platform Program*

Our social networking internet platform also allows our users to access for-purchase applications developed by third parties. Pursuant to revenue-sharing agreements entered between us and the third-party application developers, we are generally entitled to a 52% share of the revenues generated from our users accessing such for-purchase applications developed by third parties. The revenues are recognized on a net basis when the third-party applications are sold through our platform and our users make online payment to us, which generally occurs concurrently.

## Social commerce

Between June 2010 and October 2013, we were engaged in social commerce services through nuomi.com. Third-party merchants agree to provide Nuomi users discounted prices when pre-agreed amount of Nuomi users sign up for a deal consisting of services events or products provided by the merchants. We recognize revenue for the difference of the amounts we collect from Nuomi users and the amount we pay to the third-party merchants. The revenues are recognized when all of the following criteria are met: (i) the number of participating users reaches the minimum requirement of the merchants; (ii) the participating users have made their payments to us; (iii) we have released the electronic coupons for the agreed discounted prices to the participating users; and (iv) the electronic coupons have been consumed by the participating users. The payments received for unused coupons are initially recognized as other accounts payables and are recognized as revenues when the above criteria have been met. Due to Nuomi's customer service policies that enabled participating users to a full cash refund within seven days of purchasing a coupon or if the quality of the products or services provided by the third-party merchants did not meet the descriptions of the products or services provided by the third-party merchants on our Nuomi website, or that allowed participating users to deposit the payments made to us as credits for future transactions without a time limit, we recognized the revenue upon the consumption of the released coupon. We believed that we were an agent and recognized revenues on a net basis. We did not recognize the revenues for unused coupons upon their expiration, as we were not able to estimate how many users would ultimately neither use the coupon nor the credits received upon expiry of the initial unused coupon for a future purchase, and we carried all such amounts as a liability until the released coupon was ultimately used.

### Goodwill and Intangible Assets

Goodwill represents the cost of an acquired business in excess of the fair value of identifiable tangible and intangible net assets purchased. We generally seek the assistance of an independent valuation firm in determining the fair value of the identifiable intangible net assets of the acquired business.

There are several methods that can be used to determine the fair value of assets acquired and liabilities assumed. For intangible assets, we typically use the income method. This method starts with a forecast of all of the expected future net cash flows associated with a particular intangible asset. These cash flows are then adjusted to present value by applying an appropriate discount rate that reflects the risk factors associated with the cash flow streams. Some of the more significant estimates and assumptions inherent in the income method or other methods include the amount and timing of projected future cash flows, the discount rate selected to measure the risks inherent in the future cash flows, and the assessment of the asset's economic life cycle and the competitive trends impacting the asset, including consideration of any technical, legal, regulatory or economic barriers to entry. Determining the useful life of an intangible asset also requires judgment as different types of intangible assets will have different useful lives.

Goodwill is tested for impairment at least once annually. Impairment is tested using a two-step process. The first step compares the fair value of each reporting unit to its carrying amount, including goodwill. If the fair value of each reporting unit exceeds its carrying amount, goodwill is not considered to be impaired and the second step will not be required. If the carrying amount of a reporting unit exceeds its fair value, the second step compares the implied fair value of goodwill to the carrying value of a reporting unit's goodwill. The implied fair value of goodwill is determined in a manner similar to accounting for a business combination with the allocation of the assessed fair value determined in the first step to the assets and liabilities of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. An impairment loss is recognized for any excess in the carrying value of goodwill over the implied fair value of goodwill.

In view of the declining performance of our Renren reporting unit and the reallocating of resources to new business areas, we performed an interim impairment test of goodwill on September 30, 2014 and wrote down its carrying amount to its fair value of \$13.7 million and recognized an impairment loss of \$46.9 million for the year ended December 31, 2014. We test goodwill for impairment at the reporting unit level, which is the same as reportable segment. Goodwill is only associated with our "Renren" reporting unit. The following table sets forth the estimated fair value, carrying value and goodwill as of September 30, 2014.

	Renren (in millions of US\$ except for percentages)
Estimated fair value of total equity	(109.6)
Carrying value	(65.8)
Amount of goodwill allocated to the reporting unit	13.7

The fair value at this interim test was determined based on the discounted cash flow or DCF method of the income approach applying assumptions including terminal growth rate of 3%, discount rate of 19% and annual risk free rate of 4%.

Upon the disposal of Qianjun Technology, which is included in our Renren reporting unit, we disposed of a certain amount of goodwill that was determined based on the relative fair value of the disposed business and the remained portion in our Renren reporting unit. All the remaining carrying amount of goodwill of \$13.7 million was allocated to the disposed business and then disposed of on December 1, 2014.

Please see “Item 3.D—Key Information—Risk Factors—Risks Related to Our Business and Industry” for a discussion of risks and uncertainties that may adversely affect our growth. These risks and uncertainties, if materialized, could also have a negative effect on the estimated fair value.

Intangible assets with indefinite useful lives are not subject to amortization and are tested for impairment at least annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. Such impairment test consists of the fair values of assets with their carrying value amounts and an impairment loss is recognized if and when the carrying amounts exceed the fair values. The estimates of fair values of intangible assets not subject to amortization are determined using various discounted cash flow valuation methodologies. Significant assumptions are inherent in this process, including estimates of discount rates. Discount rate assumptions are based on an assessment of the risk inherent in the respective intangible assets. During the years ended December 31, 2012, 2013 and 2014, we recorded impairment losses of nil, nil and US\$0.1 million, respectively, from continuing operations, and impairment losses of nil, nil and US\$13.5 million, respectively, from discontinued operations, mainly related to domain names with indefinite life, since we performed an interim impairment test on intangible assets. The fair value of the intangible assets of 56.com were estimated based on the latest operating results and market conditions and such impairments were based on the fair value in impairment test. Upon the disposal of Qianjun Technology, we allocated intangible assets related to 56.com into our discontinued operations and accordingly, we have US\$2,000 of intangible assets as of December 31, 2014.

Intangible assets with determinable useful lives are amortized on a straight-line basis.

We evaluate intangible assets with determinable useful life for recoverability whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. Recoverability of long-lived assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted net cash flows expected to be generated by the asset. If these assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying value of the assets exceeds the fair value of the assets. During the year ended December 31, 2012, 2013 and 2014, we recognized impairment for intangible assets of nil, US\$0.2 million and US\$1.8 million for games licenses.

Estimates of fair value result from a complex series of judgments about future events and uncertainties and rely heavily on estimates and assumptions at a point in time. The judgments made in determining an estimate of fair value can materially impact our results of operations. The valuations are based on information available as of the impairment review date and are based on expectations and assumptions that have been deemed reasonable by management. Any changes in key assumptions, including unanticipated events and circumstances, may affect the accuracy or validity of such estimates and could potentially result in an impairment charge.

#### ***Share-based Compensation***

Our share-based payment transactions with employees are measured based on the grant date fair value of the equity instrument we issued and recognized as compensation expense over the applicable vesting period based on the straight-line method, with a corresponding impact reflected in additional paid-in capital. Share awards issued to non-employees, such as advisors, are measured at fair value at the earlier of the commitment date or the date the service is completed and recognized over the period the service is provided.

The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change and will also impact the amount of stock compensation expense to be recognized in future periods.

A change in any of the terms or conditions of share options shall be accounted for as a modification of the plan. Therefore, we calculates incremental compensation cost of a modification as the excess of the fair value of the modified option over the fair value of the original option immediately before its terms are modified, measured based on the share price and other pertinent factors at the modification date. For vested options, we would recognize incremental compensation cost in the period of the modification occurred and for unvested options, we would recognize, over the remaining applicable vesting period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date.

*Volatility.* The volatility of the underlying ordinary shares during the life of the options was estimated based on the historical stock price volatility of listed comparable companies over a period comparable to the expected term of the options.

*Risk-free interest rate.* Risk-free interest rate was estimated based on the yield to maturity of China Sovereign Bonds with a maturity period close to the expected term of the options.

*Expected term.* For the options granted to employees, we estimated the expected term based on the vesting and contractual terms and employee demographics, and we estimated the expected term as the average between the vesting term of the options and the original contractual term. For the options granted to non-employees, we estimated the expected term as the original contractual term.

*Dividend yield.* We estimated the dividend yield based on our expected dividend policy over the expected term of the options.

*Exercise price.* The exercise price of the options was determined by our board of directors.

*Fair value of underlying ordinary shares.* The closing market price of our ADSs (adjusted for the ratio of ordinary shares per ADS) on the grant date was used.

### **Income Taxes**

In preparing our consolidated financial statements, we must estimate our income taxes in each of the jurisdictions in which we operate. We estimate our actual tax exposure and assess temporary differences resulting from different treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which we include in our consolidated balance sheet. We must then assess the likelihood that we will recover our deferred tax assets from future taxable income. If we believe that recovery is not likely, we must establish a valuation allowance. To the extent we establish a valuation allowance or increase this allowance, we must include an expense within the tax provision in our statement of operations.

Management must exercise significant judgment to determine our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our net deferred tax assets. We base the valuation allowance on our estimates of taxable income in each jurisdiction in which we operate and the period over which our deferred tax assets will be recoverable. If actual results differ from these estimates or we adjust these estimates in future periods, we may need to establish an additional valuation allowance, which could materially impact our financial position and results of operations.

U.S. GAAP requires that an entity recognize the impact of an uncertain income tax position on the income tax return at the largest amount that is more likely than not to be sustained upon audit by the relevant tax authority. If we ultimately determine that payment of these liabilities will be unnecessary, we will reverse the liability and recognize a tax benefit during that period. Conversely, we record additional tax charges in a period in which we determine that a recorded tax liability is less than the expected ultimate assessment. We recorded unrecognized tax benefits of nil, nil and nil during the year ended December 31, 2012, 2013 and 2014 respectively.

Uncertainties exist with respect to the application of the PRC Enterprise Income Tax Law and its implementing rules to our operations, specifically with respect to our tax residency status. The Enterprise Income Tax Law specifies that legal entities organized outside of the PRC will be considered residents for PRC income tax purposes if their “de facto management bodies” are located within the PRC. The Enterprise Income Tax Law’s implementation rules define the term “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.”

Despite the uncertainties resulting from limited PRC tax guidance on the issue, we do not believe that our legal entities organized outside of the PRC constitute residents under the Enterprise Income Tax Law. If one or more of our legal entities organized outside of the PRC were characterized as PRC tax residents, the impact would adversely affect our results of operations. See “Item 3.D—Risk Factors—Risk Related to Doing Business in China—Discontinuation of any of the preferential tax treatments or imposition of any additional taxes could adversely affect our financial condition and results of operations.”

Based on our analysis of the facts related to our corporate restructuring in 2005 and 2006, we do not believe that we should be treated as a United States corporation for United States federal income tax purposes. However, as there is no direct authority on how the relevant rules of the Code might apply to us, our company's conclusion is not free from doubt. Therefore, our conclusion may be challenged by the United States tax authorities and a finding that we owe additional United States taxes could substantially reduce the value of your investment in our company. If the United States taxing authorities successfully treated our company as a United States domestic corporation, our company would be subject to United States federal income tax on its worldwide taxable income as if it were a United States corporation. For more information, please refer to "Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—If we are required to pay U.S. taxes, the value of your investment in our company could be substantially reduced."

#### ***Consolidation of Variable Interest Entity***

PRC laws and regulations currently prohibit direct foreign ownership of business entities providing value-added telecommunications services in the PRC where certain licenses are required for the provision of such services. To comply with the PRC laws and regulations, we conduct substantially all of our business through our variable interest entities and their subsidiaries. We have, through three of our wholly owned subsidiaries in the PRC, entered into contractual arrangements with Qianxiang Tiancheng and Renren Games, such that these entities are considered as our variable interest entities for which we are considered their primary beneficiary. We believe we have substantive kick-out rights per the terms of the equity option agreements, which gives us the power to control the shareholder of these entities. More specifically, we believe that the terms of the exclusive equity option agreements are currently exercisable and legally enforceable under PRC laws and regulations. Therefore, we believe this gives us the power to direct the activities that most significantly impact the economic performance of these entities and their subsidiaries. We believe that our ability to exercise effective control, together with the service agreements and the equity interest pledge agreements, give us the rights to receive substantially all of the economic benefits from these entities and their subsidiaries in consideration for the services provided by our wholly owned subsidiaries in China. Accordingly, as the primary beneficiary of these entities and in accordance with U.S. GAAP, we consolidate their financial results and assets and liabilities in our consolidated financial statements.

Based on the advice of TransAsia Lawyers, our PRC legal counsel, our corporate structure in China complies with all existing PRC laws and regulations. However, our PRC legal counsel has also advised us that as there are substantial uncertainties regarding the interpretation and application of PRC laws and regulations, we cannot assure you that the PRC government would agree that our corporate structure or any of the above contractual arrangements comply with current or future PRC laws or regulations. PRC laws and regulations governing the validity of these contractual arrangements are uncertain and the relevant government authorities have broad discretion in interpreting these laws and regulations.

#### ***Short-term investments***

The short-term investments comprise marketable securities which are classified as available-for-sale, held-to-maturity and derivative financial instruments that are regarded as assets. The available-for-sale investments are reported at fair values with the unrealized gains or losses recorded as accumulated other comprehensive income in equity. Short-term investments with contractual maturity dates less than one year are classified as held-to-maturity measured at amortized costs when we have the positive intent and ability to hold the securities to maturity. The derivative financial instruments that are treated as assets are measured at fair value. The changes in fair value of those derivative instruments are recognized as gain or loss if such derivative instruments are not qualified for hedge accounting.

We review the available-for-sale investments for other-than-temporary impairment based on the specific identification method. We consider available quantitative and qualitative evidence in evaluating the potential impairment of the short-term investments. If the cost of an investment exceeds the investment's fair value, we consider, among other factors, general market conditions, expected future performance of the investees, the duration and the extent to which the fair value of the investment is less than the cost, and our intent and ability to hold the investment. We separate the amount of the other-than-temporary impairment into the amount that is credit related (credit loss component) and the amount due to all other factors. The credit loss component is recognized in earnings, which represents the difference between a security's amortized cost basis and the discounted present value of expected future cash flows. The amount due to other factors is recognized in the consolidated statements of comprehensive income (loss) if we neither intends to sell and will not more likely than not be required to sell the security before recovery. The difference between the amortized cost basis and the cash flows expected to be collected is accreted as interest income. We recognized nil, US\$2.1 million and nil impairment losses on short-term investments for the years ended December 31, 2012, 2013 and 2014, respectively.

### ***Long-term investments***

- ***Equity method investments.*** Investment in an entity where we can exercise significant influence, but not control, is accounted for using the equity method. Under the equity method, the investment is initially recorded at cost and adjusted for our share of undistributed earnings or losses of the investee. Investment losses are recognized until the investment is fully written down as we do not guarantee the investee's obligations nor it is committed to provide additional funding. When our carrying value in an equity method affiliated company is reduced to zero, no further losses are recorded in our consolidated financial statements unless we guaranteed obligations of the affiliated company or have committed additional funding. When the affiliated company subsequently reports income, we will not record its share of such income until it exceeds the amount of its share of losses not previously recognized. We regularly evaluate the impairment of the equity investment based on performance and the financial position of the investee as well as other evidence of market value. Such evaluation includes, but is not limited to, reviewing the investee's cash position, recent financings, projected and historical financial performance, cash flow forecasts and financing needs. An impairment charge is recorded when the carrying amount of the investment exceeds its fair value and this condition is determined to be other-than-temporary. We recognized nil, US\$23.0 million and nil in impairment losses on equity method investments for the years ended December 31, 2012, 2013 and 2014, respectively.
- ***Warrants and purchased call options.*** Warrants and purchased call options represent financial instruments purchased by us to acquire additional equity interest if the counterparties fulfilled certain conditions during certain period of time. The warrants and purchased call options are recorded at fair value at the acquisition date and carried at cost less impairment.
- ***Cost method investments.*** For investments in an investee over which we do not have significant influence, we carry the investment at cost and recognize income as any dividends declared from distribution of investee's earnings. We review the cost method investments for impairment whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable. An impairment loss is recognized in earnings equal to the difference between the investment's cost and its fair value at the balance sheet date of the reporting period for which the assessment is made. The fair value of the investment would then become the new cost basis of the investment.
- ***Held-to-maturity investment.*** Held-to-maturity investment includes debt securities that we purchased from Sofi Lending Corp., which will mature on July 3, 2032 and have a fixed annual interest rate of 4%. We have the positive intent and ability to hold the securities to maturity. Our held-to-maturity investment is classified as long-term investments on the consolidated balance sheets based on their contractual maturity dates and are stated at their amortized costs.

### ***Accounts and notes receivables and allowance for doubtful accounts***

Accounts receivable represents those receivables derived in the ordinary course of business. Notes receivables are bank accepted drafts related to trade receivables of advertising revenue with a maturity less than six months. An allowance for doubtful accounts is provided based on aging analyses of accounts receivable balances, historical bad debt rates, repayment patterns and customer credit worthiness. No allowance is recorded for notes receivables as such balance are secured by the acceptance of the bank.

### ***Accounting Pronouncements Newly Adopted***

In March 2013, the FASB issued an authoritative pronouncement related to parent's accounting for the cumulative translation adjustment upon derecognition of certain subsidiaries or groups of assets within a foreign entity or of an investment in a foreign entity. When a reporting entity (parent) ceases to have a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business (other than a sale of in substance real estate or conveyance of oil and gas mineral rights) within a foreign entity, the parent is required to release any related cumulative translation adjustment into net income. Accordingly, the cumulative translation adjustment should be released into net income only if the sale or transfer results in the complete or substantially complete liquidation of the foreign entity in which the subsidiary or group of assets had resided.

For an equity method investment that is a foreign entity, the partial sale guidance still applies. As such, a pro rata portion of the cumulative translation adjustment should be released into net income upon a partial sale of such an equity method investment. However, this treatment does not apply to an equity method investment that is not a foreign entity. In those instances, the cumulative translation adjustment is released into net income only if the partial sale represents a complete or substantially complete liquidation of the foreign entity that contains the equity method investment.

Additionally, the amendments in this pronouncement clarify that the sale of an investment in a foreign entity includes both: (1) events that result in the loss of a controlling financial interest in a foreign entity (i.e., irrespective of any retained investment); and (2) events that result in an acquirer obtaining control of an acquiree in which it held an equity interest immediately before the acquisition date (sometimes also referred to as a step acquisition). Accordingly, the cumulative translation adjustment should be released into net income upon the occurrence of those events.

The amendments in this pronouncement are effective prospectively for fiscal years (and interim reporting periods within those years) beginning after December 15, 2013. The amendments should be applied prospectively to derecognition events occurring after the effective date. Prior periods should not be adjusted. Early adoption is permitted. If an entity elects to early adopt the amendments, it should apply them as of the beginning of the entity's fiscal year of adoption. We consider the adoption of this guidance does not have a significant effect on our consolidated financial statements.

In July 2013, the FASB issued a pronouncement which provides guidance on financial statement presentation of an unrecognized tax benefits when a net operating loss carry forward, a similar tax loss, or a tax credit carry forward exists. The FASB's objective in issuing this pronouncement is to eliminate diversity in practice resulting from a lack of guidance on this topic in current U.S. GAAP. The amendments in this pronouncement state that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carry forward, a similar tax loss, or a tax credit carry forward, except as follows.

To the extent a net operating loss carry forward, a similar tax loss, or a tax credit carry forward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets.

This pronouncement applies to all entities that have unrecognized tax benefits when a net operating loss carry forward, a similar tax loss, or a tax credit carry forward exists at the reporting date. The amendments in this pronouncement are effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. Early adoption is permitted. The amendments should be applied prospectively to all unrecognized tax benefits that exist at the effective date. Retrospective application is permitted. We consider the adoption of this guidance does not have a significant effect on our consolidated financial statements.

#### ***Recent Accounting Pronouncements Not Yet Adopted***

In April, 2014, the FASB issued Accounting Standard Update 2014-08, which amends the definition of a discontinued operation in ASC 205-20 and requires entities to provide additional disclosures about discontinued operations as well as disposal transactions that do not meet the discontinued-operations criteria. The new guidance eliminates the second and third criteria of discontinued operation in ASC 205-20-45-1 and instead requires discontinued-operations treatment for disposals of a component or group of components that represents a strategic shift that has or will have a major impact on an entity's operations or financial results. The ASU also expands the scope of ASC 205-20 to disposals of equity method investments and businesses that, upon initial acquisition, qualify as held for sale.

The ASU also requires entities to reclassify assets and liabilities of a discontinued operation for all comparative periods presented in the statement of financial position.



Regarding the statement of cash flows, an entity must disclose, in all periods presented, either (1) operating and investing cash flows or (2) depreciation and amortization, capital expenditures, and significant operating and investing noncash items related to the discontinued operation.

The ASU is effective prospectively for all disposals (except disposals classified as held for sale before the adoption date) or components initially classified as held for sale in periods beginning on or after December 15, 2014. Early adoption is permitted. We do not expect the adoption of this guidance will have a significant effect on our consolidated financial statements.

In May 2014, the FASB issued, ASU 2014-09, "Revenue from Contracts with Customers (Topic 606)". The guidance substantially converges final standards on revenue recognition between the FASB and the International Accounting Standards Board providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all existing revenue recognition guidance, including industry-specific guidance, in current U.S. generally accepted accounting principles.

The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve that core principle, an entity should apply the following steps:

Step 1: Identify the contract(s) with a customer.

Step 2: Identify the performance obligations in the contract.

Step 3: Determine the transaction price.

Step 4: Allocate the transaction price to the performance obligations in the contract.

Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation.

The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early application is not permitted. We are in the process of evaluating the impact of adoption of this guidance on our consolidated financial statements.

In June 2014, the FASB issued a new pronouncement which requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. A reporting entity should apply existing guidance in Topic 718, Compensation-Stock Compensation, as it relates to awards with performance conditions that affect vesting to account for such awards. The performance target should not be reflected in estimating the grant-date fair value of the award. Compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has already been rendered. If the performance target becomes probable of being achieved before the end of the requisite service period, the remaining unrecognized compensation cost should be recognized prospectively over the remaining requisite service period. The total amount of compensation cost recognized during and after the requisite service period should reflect the number of awards that are expected to vest and should be adjusted to reflect those awards that ultimately vest. The requisite service period ends when the employee can cease rendering service and still be eligible to vest in the award if the performance target is achieved.

The amendments in this ASU are effective for annual periods and interim periods within those annual periods beginning after December 15, 2015. Earlier adoption is permitted. We do not expect the adoption of this guidance will have a significant effect on our consolidated financial statements.

In August 2014, the FASB issued a new pronouncement which provides guidance on determining when and how reporting entities must disclose going-concern uncertainties in their financial statements. The new standard requires management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date of issuance of the entity's financial statements. Further, an entity must provide certain disclosures if there is "substantial doubt about the entity's ability to continue as a going concern." The new standard is effective for fiscal years ending after December 15, 2016, and interim periods thereafter, with early adoption permitted.

## Results of Operations

The following table sets forth a summary of our consolidated results of operations for the years indicated. Our business has evolved rapidly in recent years. We believe that period-to-period comparisons of our results of operations should not be relied upon as indicative of future performance.

	Year ended December 31,		
	2012	2013	2014
	(in thousands of US\$)		
Net revenues:			
Renren segment:			
Online advertising	\$ 49,129	\$ 41,575	\$ 26,894
Other IVAS	16,243	20,899	18,959
Renren segment	65,372	62,474	45,853
Games segment	89,455	85,473	37,101
Total net revenues	154,827	147,947	82,954
Cost of revenues	49,794	54,280	47,972
Gross profit	105,033	93,667	34,982
Operating expenses:			
Selling and marketing	47,926	62,198	38,340
Research and development	71,558	77,956	50,675
General and administrative	33,577	49,275	51,429
Impairment of intangible assets	—	208	714
Impairment of goodwill	—	—	46,864
Restructuring cost	—	3,475	6,354
Total operating expenses	153,061	193,112	194,376
Loss from operations	48,028	99,445	159,394
Other income	2,446	1,039	636

	Year ended December 31,		
	2012	2013	2014
	(in thousands of US\$)		
Exchange gain (loss) on offshore bank accounts	(1,769)	1,476	(2,277)
Interest income	20,029	12,778	12,677
Realized gain on short-term investments	4,317	56,022	139,265
Impairment of short-term investments	—	(2,098)	—
Impairment of equity method investments	—	(23,025)	—
Loss before provision of income tax and earnings (loss) in equity method investments and noncontrolling interest, net of income taxes	(23,005)	(53,253)	(9,093)
Income tax benefit (expenses)	(1,384)	3,980	(6,517)
Loss before earnings (loss) in equity method investment, net of income taxes	(24,389)	(49,273)	(15,610)
Earnings (loss) in equity method investment, net of income taxes	(7,471)	20,317	49,015
Income (loss) from continuing operations	(31,860)	(28,956)	33,405
Discontinued operations:			
Loss from the operations of the discontinued operations, net of income taxes	(43,193)	(40,068)	(30,809)
Gain on deconsolidation of the subsidiaries, net of income taxes	—	132,665	489
Gain on disposal of equity method investment, net of income taxes	—	—	56,993
Income (loss) on discontinued operations, net of income taxes	(43,193)	92,597	26,673
Net income (loss)	(75,053)	63,641	60,078
Net loss attributable to the noncontrolling interest	27	92	382
Net income (loss) from continuing operations attributable to Renren Inc.	(31,833)	(28,864)	33,787
Net income (loss) from discontinued operations attributable to Renren Inc.	(43,193)	92,597	26,673
Net income (loss) attributable to Renren Inc.	\$ (75,026)	\$ 63,733	\$ 60,460

#### Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

**Net revenues.** Our net revenues decreased by 43.9% from US\$147.9 million in 2013 to US\$83.0 million in 2014. This decrease was due to a 56.6% decrease in the net revenues of our Games segment and a 26.6% decrease in the net revenues of our Renren segment.

- Renren segment.** Our Renren segment's net revenues decreased by 26.6% from US\$62.5 million in 2013 to US\$45.9 million in 2014. The decrease in our Renren segment's net revenues was primarily due to the decrease in its online advertising revenue, and to a lesser extent, the decrease in its IVAS revenue. Online advertising revenues decreased by 35.3% from US\$41.6 million in 2013 to US\$26.9 million in 2014. The continuing migration of our traffic from PC to mobile has caused the vast majority of our Renren users' time on our SNS service to be spent on mobile, which we did not begin monetizing through advertising until towards the end of 2013. Further, Chinese advertisers have, to date, spent considerably less money advertising on mobile devices as compared to advertising on personal computers due to the limited screen size of mobile devices and the under-developed measurement and tracking services for mobile advertising. This shift of user traffic, coupled with intensifying competition, has had an adverse impact on our online advertising revenues. The number of our monthly unique log-in users increased slightly from 45 million in December 2013 to 46 million in December 2014 but the average amount of time that unique log-in users spent on our platform decreased from approximately 7.7 hours in 2013 to approximately 4.0 hours in 2014. The number of our brand advertisers decreased from 189 in 2013 to 139 in 2014, and the average annual spending by our brand advertisers decreased from approximately US\$193,000 in 2013 to approximately US\$179,000 in 2014. Our Renren segment's IVAS revenues decreased by 9.3% from US\$20.9 million in 2013 to US\$19.0 million in 2014, primarily due to the decrease in VIP memberships and third-party application developer revenues on *renren.com*.
- Games segment.** Our Games segment revenues decreased by 56.6% from US\$85.5 million in 2013 to US\$37.1 million in 2014, due to a lack of new hit titles from third-party developers under our new business model to compensate for the decline in revenue from our previously launched older games as they matured. Including both in-house developed and third-party games, our active paying users on a quarterly average basis decreased from approximately 162,000 in 2013 to 76,000 in 2014. While we started to shift our focus to operating games instead of developing them as part of the restructuring of our game business that began in late 2013, in-house developed games were still responsible for a significant majority of our Games segment revenues in 2014. The number of in-house developed games we offered decreased from 17 as of December 31, 2013 to 11 as of December 31, 2014.

**Cost of revenues.** Our cost of revenues decreased by 11.6% from US\$54.3 million in 2013 to US\$48.0 million in 2014. This decrease was primarily due to a 35.7% decrease in the cost of revenues of our Games segment, offset by a 6.4% increase in the cost of revenues of our Renren segment.

- **Renren segment.** Our Renren segment's cost of revenues increased by 6.4% from US\$31.0 million in 2013 to US\$33.0 million in 2014. The increase was primarily due to an increase of US\$2.9 million in commission costs for Woxiu, partly offset by a decrease of US\$2.1 million in bandwidth and co-location costs.
- **Games segment.** Our Games segment's cost of revenues decreased by 35.7% from US\$23.2 million in 2013 to US\$14.9 million in 2014, primarily due to the decrease of US\$4.8 million in salaries and other benefits for game operations personnel as we reduced the size of our gaming team, and decrease in games related cost by US\$3.2 million.

**Operating expenses.** Our operating expenses increased by 0.7% from US\$193.1 million in 2013 to US\$194.4 million in 2014, primarily due to the one-time impairment charges of intangible assets and goodwill, largely offset by decreased selling and marketing expenses and research and development expenses.

- **Selling and marketing expenses.** Our selling and marketing expenses decreased by 38.4% from US\$62.2 million in 2013 to US\$38.3 million in 2014. This decrease was primarily due to a decrease of US\$15.5 million in advertising and promotional expenses for our games and a decrease of US\$3.3 million in promotion expenses for our Renren brand.
- **Research and development expenses.** Our research and development expenses decreased by 35.0% from US\$78.0 million in 2013 to US\$50.7 million in 2014. This decrease was primarily due to a 37.8% decrease in salaries and other benefits for research and development personnel, from US\$61.6 million in 2013 to US\$38.3 million in 2014, as well as to a decrease in the associated office facilities expenses from US\$8.0 million in 2013 to US\$5.7 million in 2014. During 2014 we continued to reduce the size of our online games development team as the focus for our online games business has shifted to game distribution and operations.
- **General and administrative expenses.** Our general and administrative expenses increased by 4.4% from US\$49.3 million in 2013 to US\$51.4 million in 2014. This increase was primarily due to increased share-based compensation charges.
- **Impairment of intangible assets and goodwill** were US\$0.7 million and US\$46.9 million respectively. The fair value of the goodwill of the Renren reporting unit, which included 56.com, was reviewed and estimated in September 2014 based on the operating results and market conditions at the time of the review, and we determined that such impairments were required.
- **Restructuring costs** in 2014 were US\$6.4 million, compared to US\$3.5 million in 2013. These were costs incurred in connection with the gaming business restructuring.

**Exchange (loss) gain on offshore bank accounts.** We had an exchange loss of US\$2.3 million on offshore RMB deposits in 2014, compared with an exchange gain of US\$1.5 million on offshore bank deposits in 2013.

**Interest income.** Interest income was US\$12.7 million in 2014, as compared to interest income of US\$12.8 million in 2013. The interest income for both years was primarily interest on term deposits at commercial banks.

**Realized gain on short-term investments.** Realized gain on short-term investments was US\$139.3 million in 2014, compared to US\$56.0 million in 2013. These realized gain on short-term investments were mainly due to proceeds from sales of marketable securities.

**Earnings in equity method investments.** Earnings in equity method investments were US\$49.0 million in 2014, compared to US\$20.3 million in 2013. These earnings were mainly derived from earnings in Japan Macro Opportunities Offshore Partners, LP.

**Gain on deconsolidation of the subsidiaries.** We recognized a gain on deconsolidation of subsidiary of US\$0.5 million from the deconsolidation of 56.com in 2014. In 2013 the gain on deconsolidation of the subsidiaries was US\$132.7 million, due primarily to the one-time gain from the deconsolidation of Nuomi.

**Gain on disposal of equity method investment, net of income taxes.** Gain on disposal of equity method investment, net of income tax, was US\$57.0 million, which represented the one-time gain from the disposal of our remaining equity interest in Nuomi.

#### **Year Ended December 31, 2013 Compared to Year Ended December 31, 2012**

**Net revenues.** Our net revenues decreased by 4.4% from US\$154.8 million in 2012 to US\$147.9 million in 2013. This decrease was primarily due to a 4.5% decrease in the net revenues of our Games segment, and a 4.4% decrease in the net revenues of our Renren segment.

- **Renren segment.** Our Renren segment's net revenues decreased by 4.4% from US\$65.4 million in 2012 to US\$62.5 million in 2013. The decrease in our Renren segment's net revenues was primarily due to the decrease in its online advertising revenues, largely offset by its increase in IVAS revenues. Online advertising revenues decreased by 15.4% from US\$49.1 million in 2012 to US\$41.6 million in 2013. The decrease was an overall result of the continuing shift of our traffic from PC to mobile, coupled with increasing competition. The majority of our Renren users' time on our SNS service was spent on mobile, which we did not begin to monetize until late in 2013. User habits were also rapidly shifting from traditional social network services to more popular social messaging services. The number of our brand advertisers decreased from 232 in 2012 to 189 in 2013, due mainly to decreased traffic on personal computers, even though the average annual spending by our brand advertisers increased from approximately US\$182,000 in 2012 to approximately US\$193,000 in 2013. Our monthly unique log-in users decreased from 56 million in December 2012 to 45 million in December 2013 although the average amount of time that unique log-in users spent on our platform increased slightly from approximately 7.6 hours in 2012 to approximately 7.7 hours in 2013. Our Renren segment's IVAS revenues increased by 28.7% from US\$16.2 million in 2012 to US\$20.9 million in 2013, primarily due to Woxiu services, which increased from US\$7.2 million in 2012 to US\$13.0 million in 2013, and to a lesser extent, our open platform for third-party application developer revenues on *renren.com*.
- **Games segment.** Our Games segment revenues decreased by 4.5% from US\$89.5 million in 2012 to US\$85.5 million in 2013, due to a lack of new hit titles to compensate for the decline in revenue from our previously launched older games as they matured. The number of in-house developed games we offered increased from 15 as of December 31, 2012 to 17 as of December 31, 2013. Including both in-house developed and third-party games, we had approximately 162,000 active paying users on a quarterly average basis in 2013, compared to 219,000 active paying users on a quarterly average basis in 2012. The decrease in paying users was due to our older games maturing and hence attracting fewer paying users.

**Cost of revenues.** Our cost of revenues increased by 9.0% from US\$49.8 million in 2012 to US\$54.3 million in 2013. This increase was primarily due to a 25.7% increase in the cost of revenues of our Renren segment, offset by a 7.4% decrease in the cost of revenues of our Games segment.

- **Renren segment.** Our Renren segment's cost of revenues increased by 25.7% from US\$24.7 million in 2012 to US\$31.0 million in 2013. The increase was primarily due to an increase of US\$4.2 million in commission costs for Woxiu.
- **Games segment.** Our Games segment's cost of revenues decreased by 7.4% from US\$25.1 million in 2012 to US\$23.2 million in 2013, primarily due to the decrease in bandwidth and co-location costs by US\$1.8 million as we had fewer active players in 2013.

**Operating expenses.** Our operating expenses increased by 26.1% from US\$153.1 million in 2012 to US\$193.1 million in 2013, due to increases in our selling and marketing expenses, general and administrative expenses, and research and development expenses.

- **Selling and marketing expenses.** Our selling and marketing expenses increased by 29.8% from US\$47.9 million in 2012 to US\$62.2 million in 2013. This increase was primarily due to an increase of US\$6.9 million in advertising and promotional expenses for our games and an increase of US\$3.4 million in promotional expenses for our Renren brand.
- **Research and development expenses.** Our research and development expenses increased by 8.9% from US\$71.6 million in 2012 to US\$78.0 million in 2013. This increase was primarily due to a 9.1% increase in salaries and other benefits for research and development personnel, from US\$56.5 million in 2012 to US\$61.6 million in 2013. The increase in salaries and other benefits for these personnel was mainly due to our mobile related initiatives.
- **General and administrative expenses.** Our general and administrative expenses increased by 46.7% from US\$33.6 million in 2012 to US\$49.3 million in 2013. This increase was primarily due to increased share-based compensation charges, expanded gaming operations and increased rent expenses. In particular, salaries and other benefits for our general and administrative personnel increased from US\$18.3 million in 2012 to US\$32.1 million in 2013, resulting primarily from increased share-based compensation charges as well as increased personnel expenses due to the expansion of our business.

**Exchange (loss) gain on offshore bank accounts.** We had an exchange gain of US\$1.5 million on offshore RMB deposits in 2013, compared with an exchange loss of US\$1.8 million on offshore bank deposits in 2012.

**Interest income.** Interest income was US\$12.8 million in 2013, as compared to interest income of US\$20.0 million in 2012. The interest income for both years was primarily interest on term deposits at commercial banks. The decrease in interest income was due to the cash balances decreased from 2012 to 2013 as well as a general decrease in interest yield for our offshore bank deposits.

**Realized gain on short-term investments.** We had a realized gain on short-term investments of US\$56.0 million in 2013, as compared to US\$4.3 million in 2012. The realized gain on short-term investments in 2013 was mainly due to proceeds from sales of marketable securities.

**Impairment of short-term investments.** We recognized an impairment of short-term investments of US\$2.1 million in 2013, which represented the difference between the cost of certain corporate bonds we had purchased and their fair value as of December 31, 2013, by which time we no longer had the intention to hold them until their forecasted recovery.

**Impairment of equity method investments.** In 2013, we had impairment charges of US\$19.0 million and US\$4.0 million for our equity method investments in Mapbar Technology Ltd. and Gaoxue Network Technology (Shanghai) Co. Ltd., respectively. These impairment charges were due to their decrease in fair value because of intensified competition and worsening financial performance.

**Gain on deconsolidation of the subsidiaries.** Gain on deconsolidation of the subsidiaries was US\$132.7 million in 2013, due primarily to the one-time gain from the deconsolidation of Nuomi.

## Discussion of Segment Operations

We had two reportable segments as of December 31, 2014, our Renren segment and our Games segment. Our Renren segment offers social networking services and other internet value added services. Our Games segment offers online gaming services.

The following table lists our net revenues and operating costs and expenses by reportable segment for the periods indicated.

	Year ended December 31, 2012		
	Renren	Games	Total
Net revenues	\$ 65,372	\$ 89,455	\$ 154,827
Cost of revenues	(24,691)	(25,103)	(49,794)
Operating expenses	(114,247)	(38,814)	(153,061)
Operating (loss) income	(73,566)	25,538	(48,028)
Net (loss) income from continuing operations	(57,575)	25,715	(31,860)
Net loss from discontinued operations	(43,193)	—	(43,193)
Net (loss) income	(100,768)	25,715	(75,053)
Total assets	\$ 1,104,989	\$ 72,953	\$ 1,177,942

	Year ended December 31, 2013		
	Renren	Games	Total
Net revenues	\$ 62,474	\$ 85,473	\$ 147,947
Cost of revenues	(31,036)	(23,244)	(54,280)
Operating expenses	(124,163)	(68,949)	(193,112)
Operating loss	(92,725)	(6,720)	(99,445)
Net loss from continuing operations	(22,312)	(6,644)	(28,956)
Net income from discontinued operations	92,597	—	92,597
Net income (loss)	70,285	(6,644)	63,641
Total assets	\$ 1,344,327	\$ 41,359	\$ 1,385,686

	Year ended December 31, 2014		
	Renren	Games	Total
Net revenues	\$ 45,853	\$ 37,101	\$ 82,954
Cost of revenues	(33,037)	(14,935)	(47,972)
Operating expenses	(163,512)	(30,864)	(194,376)
Operating (loss) income	(150,696)	(8,698)	(159,394)
Net income (loss) from continuing operations	39,965	(6,560)	33,405
Net income from discontinued operations	26,673	—	26,673
Net income (loss)	66,638	(6,560)	60,078
Total assets	\$ 1,113,446	\$ 35,707	\$ 1,149,153

We have retrospectively adjusted our segment information for all periods presented to reflect the change in segment reporting and the discontinued operations of Qianjun Technology. These adjustments are reflected in the discussion of segment results for comparison to prior year results.

## B. Liquidity and Capital Resources

### Cash Flows and Working Capital

Prior to our initial public offering and concurrent private placement in May 2011, we financed our operations primarily through issuance and sale of preferred shares and warrants to investors in private placements and, to a much lesser extent, from cash generated from our operating activities. As of December 31, 2014, we had US\$677 million in cash and cash equivalents and term deposits. We believe the remaining unused cash we received from our initial public offering and concurrent private placement in May 2011 will provide us with sufficient capital to meet our anticipated cash needs for the next 12 months. If we have additional liquidity needs in the future, we may obtain additional financing, including equity offering and debt financing in capital markets, to meet such needs. However, we cannot assure you that financing will be available in the amounts we need or on terms acceptable to us, if at all. If we are unable to obtain additional equity or debt financing as required, our business, operations and prospects may suffer.

Prior to our disposal of a majority of the equity interests in Nuomi and Qingting in October 2013, and the disposal of the 56.com business in December 2014, each of these entities experienced operating losses and net losses. To fund their daily operations, we provided intercompany interest-free loans to them. After elimination of intercompany interest-free loans, the net cash outflows pertaining to Nuomi and Qingting were approximately \$13.0 million and \$32.0 million for the years ended December 31, 2012 and 2013, respectively, and the net cash outflows pertaining to 56.com were approximately US\$12.4 million, US\$6.0 million and US\$16.6 million for the years ended December 31, 2012, 2013 and 2014, respectively. After the deconsolidation, Nuomi, Qingting and 56.com were no longer a drain on our consolidated cash flow.

Although we consolidate the results of Qianxiang Wangjing, Qianxiang Changda and Renren Games, our access to cash balances or future earnings of these entities is only through our contractual arrangements with these entities and their respective shareholders and subsidiaries. See “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities.” For restrictions and limitations on liquidity and capital resources as a result of our corporate structure, see “—Holding Company Structure.”

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

	Years ended December 31		
	2012	2013	2014
	(in thousands of US\$)		
Net cash provided by (used in) operating activities	\$ (11,087)	\$ (73,035)	\$ 56,439
Net cash provided by (used in) investing activities	(12,742)	20,065	109,215
Net cash used in financing activities	(53,892)	(1,033)	(134,832)
Net increase (decrease) in cash and cash equivalents	(77,721)	(54,003)	30,822
Cash and cash equivalents at the beginning of the year	284,643	207,438	154,308
Effect of exchange rate changes	516	873	(2,105)
Cash and cash equivalents at the end of the year	\$ 207,438	\$ 154,308	\$ 183,025

#### *Operating Activities*

Net cash used in operating activities consisted primarily of our net income or loss as adjusted by our gain on short-term and long-term investments, depreciation of servers and other equipment, share-based compensation and non-cash adjustments, such as exchange loss on offshore bank accounts as well as earnings (loss) in equity method investments, and further adjusted by changes in assets and liabilities, such as accounts receivable, accrued expenses and other liabilities and prepaid expenses and other current assets. The major factors affecting our operating cash flows is the timing of cash receipts from sales of our services, the cash settlement for our accounts payable and accrued expenses and the prepayment to merchants for our social commerce services, which have been discontinued in October 2013.

Net cash provided by operating activities amounted to US\$56.4 million in 2014, compared to a net income of US\$60.1 million. The principal items accounting for the difference between our net income and net cash provided by operating activities in 2014 were capital distribution received from Japan Macro Opportunities Offshore Partners, LP. of US\$63.9 million, impairment of goodwill of US\$46.9 million, share-based compensation expenses of US\$21.6 million, depreciation and amortization of US\$18.5 million and impairment of intangible assets of US\$15.5 million, partially offset by gain on short-term investments of US\$139.3 million, gain on disposal of equity method investment of US\$57.0 million and net earnings in equity method investments of US\$49.0 million, further adjusted by the decrease in amount due from related party of US\$61.4 million primarily due to the repayment of receivables due from Nuomi.

Net cash used in operating activities amounted to US\$73.0 million in 2013, compared to a net income of US\$63.6 million. The principal items accounting for the difference between our net income and our net cash used in operating activities in 2013 were related to our investing activities, including our gain on deconsolidation of subsidiaries of \$132.7 million, gain on short-term investments of US\$56.0 million and net earnings in equity method investments of US\$20.3 million, partially offset by impairment of equity method investments of US\$23.0 million, depreciation and amortization of US\$19.2 million and share-based compensation expenses of US\$16.1 million.



Net cash used in operating activities amounted to US\$11.1 million in 2012, compared to a net loss of US\$75.1 million. Our accounts payable increased by US\$15.9 million, primarily due to increased payables to third-party merchants in social commerce services, and our accrued expenses and other payables increased by US\$11.6 million, primarily due to increased salaries and welfare payable resulting from increased headcount. The principal non-cash items accounting for the difference between our net loss and our net cash used in operating activities in 2012 were depreciation and amortization of US\$16.1 million and share-based compensation expenses of US\$10.9 million.

### ***Investing Activities***

Net cash provided by or used in investing activities largely reflects our investment in term deposits, our purchases and sales of short-term investments and our capital expenditures.

Net cash provided by investing activities amounted to US\$109.2 million in 2014, due mainly to proceeds from sales of short-term investments of US\$496.4 million, capital distribution received from equity method investees of US\$74.7 million, proceeds from disposal of equity method investment of \$46.5 million, partially offset by cash paid for purchase of short-term investments of US\$247.9 million and cash paid for purchase of long-term investments of US\$244.7 million.

Net cash provided by investing activities amounted to US\$20.1 million in 2013, due mainly to a net withdrawal in term deposits of \$58.2 million, proceeds from sales of short-term investments of US\$119.0 million, partially offset by US\$88.7 million in purchase of short-term investments. Moreover, in 2013 we have also invested an additional US\$20.0 million in our equity method investment, Japan Macro Fund, and paid US\$29.1 million for purchase of equipment and property.

Net cash used in investing activities amounted to US\$12.7 million in 2012, primarily attributable to US\$140.7 million in purchase of short-term investments, US\$65.2 million in purchase of long-term investments, and US\$39.6 million in purchases of equipment and property, partially offset by a net withdrawal of US\$150.9 million in term deposits and US\$81.1 million in proceeds from the sale of short-term investments. The purchase of long-term investments related primarily to an equity investment of US\$49.0 million in Social Finance Inc. and the purchase of US\$10.0 million in 20-year notes from SoFi Lending Corp., a subsidiary of Social Finance Inc.

### ***Financing Activities***

Net cash used in financing activities was US\$134.8 million in 2014, primarily attributable to US\$76.4 million used to repurchase our ordinary shares and repaid a promissory note issued to Nuomi of US\$60.9 million, partially offset by US\$2.5 million in proceeds from the exercise of share options.

Net cash used in financing activities was US\$1.0 million in 2013, primarily attributable to US\$55.6 million used to repurchase our ordinary shares and US\$10.9 million deposits paid for share repurchase, offset substantially by US\$60.9 million in proceeds from a promissory note issued to Nuomi, which is interest free, without fixed repayment schedule and due in October 2023.

Net cash used in financing activities amounted to US\$53.9 million in 2012, primarily attributable to US\$53.6 million used to repurchase our ordinary shares, offset in part by US\$1.9 million in proceeds from the exercise of share options.

## **Holding Company Structure**

### ***Overview***

We are a holding company with no material operations of our own. We conduct our operations in China principally through three sets of contractual arrangements, namely a set of contractual arrangements between our wholly owned PRC subsidiary, Qianxiang Shiji, its consolidated affiliated entity, Qianxiang Tiancheng, and its shareholders, and a set of contractual arrangements between our wholly owned PRC subsidiary, Renren Network, its consolidated affiliated entity, Renren Games, and its shareholders. See “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities” for a summary of these contractual arrangements. For each of the three years ended December 31, 2014, revenues from our consolidated affiliated entities constituted substantially all of our total consolidated net revenues.

Conducting our operations through contractual arrangements with our consolidated affiliated entities in China entails a risk that we may lose effective control over our consolidated affiliated entities, which may result in our being unable to consolidate their financial results with our results and may impair our access to their cash flow from operations and thereby reduce our liquidity. See “Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of our Business” for more information, including the risk factors titled “If the PRC government finds that the agreements that establish the structure for operating our services in China do not comply with PRC governmental restrictions on foreign investment in internet businesses, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations” and “We rely on contractual arrangements with consolidated affiliated entities for our China operations, which may not be as effective in providing operational control as direct ownership.”

### ***Dividend Distributions***

As a holding company, our ability to pay dividends and other cash distributions to our shareholders depends primarily upon dividends and other distributions paid to us by our PRC subsidiaries. The amount of dividends paid by each of our PRC subsidiaries to us depends solely on the service and license fees paid to each of our PRC subsidiaries by the consolidated affiliated entity with which it has contractual arrangements.

Under PRC law, all of our PRC subsidiaries and consolidated affiliated entities in China are required to set aside at least 10% of their respective after-tax profits each year, if any, to fund a statutory reserve until such reserve reaches 50% of their respective registered capital. Although the statutory reserves can be used, among other ways, to increase the registered capital and eliminate future losses in excess of retained earnings of the respective companies, the reserve funds are not distributable as cash dividends except in the event of liquidation. Our PRC subsidiaries are permitted to pay dividends to us only out of their respective retained earnings, if any, as determined in accordance with PRC accounting standards and regulations.

After Qianxiang Wangjing and Qianxiang Changda make appropriations for their respective statutory reserves and retain any profits, each of their remaining net profits are distributable to their sole shareholder, Qianxiang Tiancheng, in the form of an RMB dividend. Pursuant to the contractual arrangements between Qianxiang Tiancheng and Qianxiang Shiji, Qianxiang Tiancheng’s earnings and cash (including dividends received from its subsidiaries) are used to pay service and license fees in RMB to Qianxiang Shiji, in the manner and amount set forth in these agreements. There are similar contractual arrangements between Renren Network and Renren Games. After paying the withholding taxes applicable to Qianxiang Shiji’s and Renren Network’s respective revenues and earnings, making appropriations for their respective statutory reserve requirements and retaining any profits from accumulated profits, the remaining net profits of Qianxiang Shiji and Renren Network would be available for distribution to us through the respective offshore holding companies through which we respectively own Qianxiang Shiji and Renren Network, although we have not, and do not have, any present plan to make such distributions. As of December 31, 2014, the net assets of Qianxiang Shiji, Renren Network and our consolidated affiliated entities which were restricted due to statutory reserve requirements and other applicable laws and regulations, and thus not available for distribution, was in aggregate US\$6.7 million, and the net assets of Qianxiang Shiji, Renren Network and our consolidated affiliated entities which were unrestricted and thus available for distribution was in aggregate US\$1.1 billion. We do not believe that these restrictions on the distribution of our net assets will have a significant impact on our ability to timely meet our financial obligations in the future. See “Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of our Business—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have. Any limitation on the ability of our PRC subsidiaries to pay dividends to us could have a material adverse effect on our ability to conduct our business” and “Item 3.D—Risk Factors—Risks Related to Doing Business in China—Our global income and the dividends that we may receive from our PRC subsidiary, dividends distributed to our non-PRC shareholders and ADS holders, and gain recognized by such shareholders or ADS holders, may be subject to PRC taxes under the Enterprise Income Tax Law, which would have a material adverse effect on our results of operations” for more information.

Furthermore, cash transfers from our PRC subsidiaries to our subsidiaries outside of China are subject to PRC government control of currency conversion. Restrictions on the availability of foreign currency may affect the ability of our PRC subsidiaries and our consolidated affiliated entities to remit sufficient foreign currency to pay dividends or other payments to us, or otherwise satisfy their foreign currency denominated obligations. See “Item 3.D—Risk Factors—Risks Related to Doing Business in China—Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.”

## Capital Expenditures

We made capital expenditures of US\$40.7 million, US\$30.4 million and US\$9.6 million in 2012, 2013 and 2014, respectively. In the past, our capital expenditures were primarily used to purchase servers and other equipment for our business, and purchase of real estate. In 2012, we purchased an office building in Shanghai for RMB201.1 million (US\$32.1 million). RMB100.5 million of the purchase price was paid in 2012 and the other RMB100.6 million (US\$16.3 million) was paid in 2013. In 2014, our capital expenditures included purchases of computer servers and equipment of US\$8.0 million and purchases of license rights of online games of US\$1.6 million. We expect to incur capital expenditures of up to approximately US\$15.0 million in 2015, which will be primarily used to purchase additional servers and computers, improve our office leaseholds, and expand our network infrastructure to support the growth of our business.

## C. Research and Development, Patents, and Licenses, etc.

### Research and Development



Our research and development efforts focus on developing and improving the scalability, features and functions of each of our websites, services and applications, especially mobile applications. We have a large team of engineers and developers, which accounted for 41% of our employees as of December 31, 2014. Most of our engineers and developers are based at our headquarters in Beijing.

As of December 31, 2014, substantially all of our research and development personnel focused on the improvement and enhancement of our Renren SNS services for both mobile devices and personal computers, including communication-related features, user-generated content services, advertising and targeting solutions, as well as ensuring we are fully compatible with the latest mobile operating systems such as iOS, Android and Windows. Further, we continue to develop new products and services to meet with our needs of our user base, for example our internet finance initiative and other stand-alone mobile applications.

Our research and development expenses primarily include salaries and benefits for our research and development personnel and depreciation of related PC and servers. We incurred US\$71.6 million, US\$78.0 million and US\$50.7 million of research and development expenses in 2012, 2013 and 2014, respectively.

### Intellectual Property

Our intellectual property includes trademarks and trademark applications related to our brands and services, copyrights in software and games, trade secrets, patent applications and other intellectual property rights and licenses. We seek to protect our intellectual property assets and brand through a combination of monitoring and enforcement of trademark, patent, copyright and trade secret protection laws in the PRC and other jurisdictions, as well as through confidentiality agreements and procedures.

“人人”, and “经纬” are registered trademarks in China. We have also applied with the Trademark Office to register additional trademarks and logos, including “”, “人人游戏”, “人人分期”, “社团人” and “朋友拍”. We have applied for patents relating to our technologies, among which we have been granted a patent for systems and methods for accelerating content downloads. We have registered the top level domain name .ren and domain names including *renren.com*, *xiaonei.com*, *jingwei.com* and *chewen.com*. In addition, we maintain 123 software copyright registrations, including those in connection with our games. We own the copyrights to the games we have developed. Our employees sign confidentiality and non-compete agreements when hired.

## D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the year ended December 31, 2014 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

#### E. Off-Balance Sheet Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. From time to time we enter into derivative contracts, including derivatives that are solely for our own treasury investment purposes and not related to our business operating activities. As of the date of this annual report, we have a total of seven swaption contracts on Japanese yen interest rates outstanding with expiration dates ranging from the second quarter of 2015 to the second quarter of 2016, for which we paid a total of US\$14.5 million in premiums. Upon the maturity date of a swaption contract, if the prevailing rate for Japanese yen interest rate swaps is higher than the strike rate of the contract, then we will have the right to enter into an underlying swap and immediately receive an amount with reference to the discounted cash flows of the underlying swap as settlement of the contract; otherwise, the contract will expire unexercised and we will lose the premium paid for the contract. We have also entered into a swap contract on Japanese yen interest rates, for which we pay fixed rate of 0.2025% and receive floating rate of 6 months Japanese Yen Libor for a notional of 72 billion Japanese Yen from March 27, 2015 to March 26, 2016. This swap contract on Japanese yen interest rates is not reasonably likely to have a material effect on investors in our ordinary shares or ADSs. Besides the swaption and swap contracts, we also have a total of seven call option contracts on a Hong Kong listed stock. These call option contracts are of expiration dates in May and October 2015. Upon the maturity of date of a call option contract, if the prevailing price of the stock is higher than the strike price of the contract, we will receive an amount with reference to the difference between the prevailing market price and strike price of the underlying stock as settlement of the contract; otherwise, the contract will expire unexercised and we will lose the premium paid for the contract. We mark our derivatives positions to market each quarter and gains and losses are reflected in our results of operations. We do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or research and development services with us.

#### F. Tabular Disclosure of Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2014:

	Payment Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(in thousands of US\$)				
Operating lease obligations <sup>(1)</sup>	\$ 21,479	\$ 14,526	\$ 6,953	\$ —	\$ —
Unconditional investment obligations <sup>(2)</sup>	4,156	4,156	—	—	—
<b>TOTAL</b>	<b>\$ 25,635</b>	<b>\$ 18,682</b>	<b>\$ 6,953</b>	<b>\$ —</b>	<b>\$ —</b>

(1) We lease facilities and offices under non-cancelable operating lease agreements. In addition, we pay telecommunications carriers and other service providers for telecommunications services and for hosting our servers at their internet data centers under non-cancelable agreements, which are treated as operating leases.

(2) In 2014, we entered into an agreement promising to purchase equity interest issued by a certain investee in 2015.

#### G. Safe Harbor

See “Forward-Looking Statements” on page 1 of this annual report.

## Item 6. Directors, Senior Management and Employees

### A. Directors and Senior Management

The following table sets forth information regarding our directors and executive officers as of the date of this annual report.

<b>Directors and Executive Officers</b>	<b>Age</b>	<b>Position/Title</b>
Joseph Chen	45	Chairman, Chief Executive Officer
James Jian Liu	42	Director, Chief Operating Officer
Katsumasa Niki	47	Director
Hui Huang	42	Director
David K. Chao	48	Independent Director
Matthew Nimetz	75	Independent Director
Chuanfu Wang	49	Independent Director
Ashley Kwok Wai Law	42	Acting Chief Financial Officer
Lillian Liu	50	Senior Vice President for HR
Miao Cao	36	Chief Marketing Officer
He Li	32	Vice President for Renren SNS

*Joseph Chen* is the founder of our company. Mr. Chen has served as the chairman of our board of directors and chief executive officer of our company since our inception. Mr. Chen is a pioneer of China's internet industry. Before founding our company, Mr. Chen was the co-founder, chairman and chief executive officer of ChinaRen.com, a first-generation SNS in China and one of China's most visited websites in 1999. He served as senior vice president for Sohu.com after ChinaRen.com was acquired by Sohu.com in 2000. Mr. Chen holds a bachelor's degree in physics from the University of Delaware, a master's degree in engineering from the Massachusetts Institute of Technology, and a M.B.A. degree from Stanford University.

*James Jian Liu* has served as our director since January 2008 and chief operating officer since February 2006. Mr. Liu is also acting as our interim Vice President for Games. Before joining our company, he was the co-founder and chief executive officer of UUMe.com, one of the earliest social networking service websites in China. He served as product management director at Fortinet in its early years and held a senior product manager role at Siebel Systems. Mr. Liu started his career as a management consultant with the Boston Consulting Group in China. Mr. Liu holds a bachelor's degree in computer science from Shanghai Jiao Tong University and a M.B.A. degree from Stanford University, where he was an Arjay Miller Scholar.

*Katsumasa Niki* has served as a director of our company since January 2011. Mr. Niki serves as corporate officer, corporate strategy and development department of SoftBank Corp. where he is in charge of investment activities, and as director of several subsidiaries of SoftBank Corp. Mr. Niki is a director of SB Pan Pacific Corporation, a wholly owned subsidiary of SoftBank Corp. and one of our major shareholders. Mr. Niki holds a bachelor's degree in economics from Kobe University and an M.B.A. degree in finance from Chuo Graduate School of Accounting. Mr. Niki was nominated to be our director by SB Pan Pacific Corporation, and as long as SB Pan Pacific Corporation and its affiliates continue to collectively hold over 50% of the number of our shares held by them as of May 9, 2011, they have the right to appoint one director to serve on our board of directors.

*Hui Huang* has served as our director since January 2015. Ms. Huang served as the chief financial officer of our company from March 2010 to December 2014. From 2007 to February 2010, Ms. Huang was the chief financial officer and director of Cathay Industrial Biotech Ltd. From 2003 to 2007, she was an executive director and Shanghai chief representative of Johnson Electric Capital Limited. From 2000 to 2003, she was an associate of Goldman Sachs (Asia) L.L.C. in its principal investment area and executive office. From 1994 to 1998, she was an associate with the Boston Consulting Group. Ms. Huang received a bachelor's degree in industrial foreign trade from Shanghai Jiaotong University in 1994, and received a M.B.A. degree from the Wharton School of the University of Pennsylvania in 2000.

*David K. Chao* has served as a director of our company since March 2006. Mr. Chao is a co-founder and general partner of DCM Ventures, an early stage technology venture capital firm that manages over US\$2.5 billion of fund assets. Prior to joining DCM Ventures, Mr. Chao was a co-founder of Japan Communications, Inc., a public company that provides mobile data and voice communications services in Japan. He also worked as a management consultant at McKinsey & Company in San Francisco. Prior to that, Mr. Chao worked in marketing and product management at Apple Computer and was an account executive for Recruit Co., Ltd. Mr. Chao currently serves on the boards of directors of 51job, Inc. and numerous DCM Ventures' portfolio companies. He is a management board director of the Stanford Graduate School of Business Board of Trustees, and also serves on the advisory board of Legend Capital and is a trustee at the Thacher School. Mr. Chao received a bachelor's degree in economics and East Asian studies with high honors from Brown University and a M.B.A. degree from Stanford University.

*Matthew Nimetz* has served as a director of our company since December 2008. Mr. Nimetz currently serves as an advisory director of General Atlantic LLC, a leading global growth equity firm. He also serves as a director of TriPlus Services, Inc. and a number of not-for-profit entities. He formerly served as the chief operating officer of General Atlantic Service Company, LLC from January 2000 to December 2011 and as a managing director of General Atlantic LLC and its affiliates and predecessors from January 2000 through December 2011. Prior to joining General Atlantic in 2000, Mr. Nimetz was a partner (and former chair) of the law firm of Paul, Weiss, Rifkind, Wharton & Garrison in New York City, where he concentrated on corporate and international law from December 1980 through January 2000. He previously practiced law as a partner at Simpson Thacher & Bartlett between 1969 and 1977. Mr. Nimetz served as Under Secretary of State for Security Assistance, Science and Technology from February through December 1980 and as Counselor of the Department of State from 1977 to 1980. His previous federal government positions include service as a Staff Assistant to President Lyndon Johnson from July 1967 to January 1969; a law clerk to Justice John M. Harlan of the Supreme Court of the United States from 1965 to 1967; and other positions with the U.S. and New York governments and with the United Nations. Mr. Nimetz received degrees from Williams College and Harvard Law School where he was president of the Harvard Law Review. He also received a master's degree from Balliol College, Oxford University, where he was a Rhodes Scholar.

*Chuanfu Wang* has served as a director of our company since June 2012. Mr. Wang is the Chairman of the Board and President of BYD Company Limited. He has been BYD's Executive Director since June 2002, in charge of BYD's general operations and overall strategies. Mr. Wang founded Shenzhen BYD Battery Company Limited (now BYD Company Limited) in February 1995. Before that he served as the Deputy Director of the Beijing General Research Institute for Nonferrous Metals from 1990 to 1995. Mr. Wang has received many awards, prizes and recognitions, such as Hong Kong's Bauhinia Cup Outstanding Entrepreneur Award in 2000 and BusinessWeek's "Stars of Asia" in 2003, among others. In addition, Mr. Wang was elected as a representative in the Shenzhen People's Congress in March 2000, a member of the Fourth Shenzhen Municipal People's Congress Standing Committee in May 2005, and a member of the Fifth Shenzhen Municipal People's Congress Standing Committee in 2010. Mr. Wang graduated from the Central South University of Technology (now Central South University) in 1987, majoring in Physical Chemistry of Metallurgy. He received his Master's degree in Physical Chemistry of Metallurgy at Beijing General Research Institute for Nonferrous Metals in 1990.

*Ashley Kwok Wai Law* has served as the acting chief financial officer of our company since January 2015. Mr. Law joined our company in November 2012 as senior director of finance and financial controller, and subsequently was promoted to the vice president of finance in August 2014. Prior to that, he served in various controller and finance functions at CDC Corporation, Monty Group and Gameone Online Entertainment Group. Before that, Mr. Law worked at KPMG. He is a member of American Institute of Certified Public Accountants, Hong Kong Institute of Certified Public Accountants and Institute of Chartered Accountants in England and Wales. Mr. Law holds a bachelor degree in Accountancy from Hong Kong Polytechnic University and a M.B.A. degree from Hong Kong University of Science & Technology.

*Lillian Liu* has served as a senior vice president for our company in charge of human resources since September 2012. Prior to joining our company, Ms. Liu served as the human resource director of Nokia from 2004 to 2012 and the human resource director of HP/Compaq Computer from 1999 to 2004. She also worked as a human resource manager at Nortel Networks from 1994 to 1999. Ms. Liu received a bachelor's degree in English from the Beijing Foreign Studies University in 1989 and received a M.B.A. degree from City University U.S. in 1999.

*Miao Cao* has served as chief marketing officer of sales of our company since October 2014. He joined our company in 2004 and was promoted to the vice president for sales in September 2013. Prior to joining our company, Mr. Cao worked at Shun Tak Holding Limited, a company listed on the Hong Kong Stock Exchange, and Clevo Co., a company listed on the Taiwan Stock Exchange. Mr. Cao received a bachelor's degree in Economics from the Shanghai University of International Business and Economics in 1999.

*He Li* has served as vice president of our company since 2014 and is now in charge of Renren SNS. Mr. Li joined our company in 2011 and has since held various positions in research and development. Mr. Li received a bachelor's degree in Computer Science and a master's degree in Software Science Theory from Peking University.

## B. Compensation

For the year ended December 31, 2014, we paid an aggregate of approximately US\$2.2 million in cash to our executive officers and non-executive directors. Our PRC subsidiaries are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, housing fund, unemployment and other statutory benefits. In 2014, our PRC subsidiaries accrued in aggregate US\$75 thousand worth of such benefits for our executive officers.

For the year ended December 31, 2014, we granted a total of 1,587,000 restricted Class A ordinary shares to our executive officers and non-executive directors, and we recorded US\$0.3 million in share-based compensation expense for these grants. In addition, for the year ended December 31, 2014, we granted share options to our executive officers and non-executive directors representing the right to acquire a total of 69,593,691 Class A ordinary shares, and recorded US\$13.4 million in share-based compensation expenses for these grants. For more information, see "Item 6.B. Directors, Senior Management and Employees—Compensation—Equity Incentive Plans".

### Equity Incentive Plans

Since February 27, 2006, we have adopted four equity incentive plans for Renren Inc. and one equity incentive plan for Link224 Inc., a subsidiary within the Game segment, to motivate, retain and attract the best personnel and promote the success of our business. The four plans adopted by Renren Inc. were the 2006 Equity Incentive Plan, the 2008 Equity Incentive Plan, the 2009 Equity Incentive Plan and the 2011 Share Incentive Plan. We refer to these collectively as the Plans. As of February 28, 2015, options to purchase 3,971,130 ordinary shares were outstanding under the 2006 Equity Incentive Plan, options to purchase 1,254,500 ordinary shares were outstanding under the 2008 Equity Incentive Plan, 3,570 restricted share units and options to purchase 5,263,215 ordinary shares were outstanding under the 2009 Equity Incentive Plan and 5,563,780 restricted share units and options to purchase 103,126,296 ordinary shares were outstanding under the 2011 Share Incentive Plan.

The following table summarizes the outstanding share options granted to certain of our directors, executive officers and other individuals under the Plans as of February 28, 2015.

Name	Number of Ordinary Shares Underlying Outstanding Options <sup>(1)</sup>	Exercise Price (US\$/Share) <sup>(1)</sup>	Grant Date	Expiration Date
Joseph Chen	16,800,000	0.873	April 5, 2012	April 4, 2022
	3,150,000	0.873	March 22, 2013	March 21, 2023
	25,946,844	0.873	May 19, 2014	May 18, 2024
	25,946,847	0.873	May 19, 2014	May 18, 2024
James Jian Liu	*	0.873	April 5, 2012	April 4, 2022
	*	0.873	March 22, 2013	March 21, 2023
	*	0.873	May 19, 2014	May 18, 2024
	*	0.873	May 19, 2014	May 18, 2024
Hui Huang	*	0.873	April 5, 2012	April 4, 2022
	*	0.873	March 22, 2013	March 21, 2023
David K. Chao	*	0.873	April 5, 2012	April 4, 2022
	*	0.873	March 22, 2013	March 21, 2023
Matthew Nimetz	*	0.873	January 4, 2011	January 3, 2021
	*	0.873	April 5, 2012	April 4, 2022
	*	0.873	March 22, 2013	March 21, 2023
Chuanfu Wang	*	0.873	June 14, 2012	June 13, 2022
	*	0.873	March 22, 2013	March 21, 2023
Ashley Kwok Wai Law	*	0.873	December 28, 2012	December 27, 2022
	*	0.873	December 2, 2013	December 1, 2023

Name	Number of Ordinary Shares Underlying Outstanding Options <sup>(1)</sup>	Exercise Price (US\$/Share) <sup>(1)</sup>	Grant Date	Expiration Date
Lillian Liu	*	0.873	December 28, 2012	December 27, 2022
	*	0.873	March 22, 2013	March 21, 2023
Miao Cao	*	0.18	March 2, 2006	March 1, 2016
	*	0.18	October 9, 2007	October 8, 2017
	*	0.18	January 31, 2008	January 31, 2018
	*	0.18	October 15, 2009	October 14, 2019
	*	0.873	January 4, 2011	January 3, 2021
	*	0.873	August 30, 2013	August 29, 2023
He Li	*	0.873	April 18, 2011	April 17, 2021
	*	0.873	December 28, 2011	December 27, 2021
	*	0.873	December 28, 2012	December 27, 2022
	*	0.873	May 17, 2013	May 16, 2023
	*	0.873	December 2, 2013	December 1, 2023
Other individuals as a group	13,482,450	(2)	(2)	(3)

\* The aggregate beneficial ownership of our company held by the named grantee is less than 1% of our total outstanding shares.

- (1) The number of share options granted and exercise prices in this table, including footnote 2, gives effect to the ten-for-one share split that became effective on March 25, 2011.

On December 28, 2012, we modified the exercise price of the outstanding share options previously granted that had exercise prices of US\$4.00 per ADS or higher, reducing them uniformly to US\$3.30 per ADS (\$1.10 per ordinary share), which was the closing price of our ADS on the modification date. Options exercisable for a total of 27,480,309 ordinary shares were modified. The total incremental cost as a result of the modification was US\$4.3 million, of which US\$0.9 million, US\$1.1 million, and US\$1.1 million was recognized as share-based compensation expense in 2012, 2013 and 2014 respectively, and the remaining balance will be amortized over the expected requisite service period.

On December 29, 2014, we modified the exercise price of the outstanding share options previously granted that had exercise price higher than \$0.873 per ordinary share, reducing them uniformly to \$0.873 per share, which was the average closing price during the period from December 8, 2014 through December 19, 2014, when the repricing was being discussed. Options exercisable for a total of 107,197,908 ordinary shares were modified. The total incremental cost as a result of the modification was US\$6.4 million, of which US\$3.7 million was recognized as share-based compensation expense in 2014 and the remaining balance will be amortized over the expected requisite service period.

- (2) We granted share options to other individuals on the following dates and at the following exercise prices: (i) on March 2, 2006, 1,079,400 options with an exercise price of US\$0.001 per share; (ii) on March 2, 2006, 10,204,000 options and on October 9, 2007, 800,000 options, each with an exercise price of US\$0.08 per share; (iii) on March 2, 2006, 4,568,670 options and on October 21, 2010, 179,450 options, each with an exercise price of US\$0.10 per share; (iv) on March 2, 2006, 18,346,960 options, on October 9, 2007, 22,292,000 options, on January 31, 2008, 14,889,500 options, on October 15, 2009, 18,944,000 options, on March 10, 2010, 300,000 options, on June 1, 2010, 490,000 options and on October 21, 2010, 11,180 options, each with an exercise price of US\$0.18 per share; (v) on March 2, 2006, 1,243,880 options with an exercise price of US\$0.20 per share; (vi) on October 9, 2007, 100,000 options with an exercise price of US\$0.26 per share; (vii) on October 9, 2007, 300,000 options with an exercise price of US\$0.28 per share; (viii) on October 9, 2007, 100,000 options with an exercise price of US\$0.30 per share; (ix) on October 9, 2007, 925,000 options with an exercise price of US\$0.35 per share; (x) on October 9, 2007, 220,000 options with an exercise price of US\$0.38 per share; (xi) on January 4, 2011, 11,628,500 options, on April 18, 2011, 3,296,500 options, on September 23, 2011, 519,000 options, on December 28, 2011, 1,621,107 options, on April 5, 2012, 1,686,000 options, on April 30, 2012, 300,000 options, on December 28, 2012, 3,047,400 options, on March 22, 2013, 4,362,000 options, on May 17, 2013, 2,862,000 options, on August 30, 2013, 450,000 options, on December 2, 2013, 2,683,500 options, each with an exercise price of US\$0.873 per share. As of February 28, 2015, 113,967,597 options had been forfeited, cancelled or exercised.



(3) Each option will expire after ten years from the grant date or such shorter period as the board of directors may determine at the time of its grant.

The following table summarizes the outstanding restricted share units granted to our executive officers and certain other individuals as of February 28, 2015 under the Plans adopted by Renren Inc.:

Name	Number of Ordinary Shares Underlying Restricted Share Units Outstanding	Grant Date
Hui Huang	*	May 19, 2014
David K. Chao	*	May 19, 2014
Matthew Nimetz	*	May 19, 2014
Chuanfu Wang	*	May 19, 2014
Ashley Kwok Wai Law	*	May 19, 2014
Ashley Kwok Wai Law	*	July 17, 2014
Ashley Kwok Wai Law	*	October 17, 2014
Ashley Kwok Wai Law	*	January 5, 2015
Lillian Liu	*	May 19, 2014
Miao Cao	*	May 19, 2014
Miao Cao	*	October 17, 2014
He Li	*	May 19, 2014
He Li	*	October 17, 2014
Certain individuals as a group	-	September 23, 2011
Certain individuals as a group	3,570	December 28, 2011
Certain individuals as a group	-	March 22, 2013
Certain individuals as a group	3,073,079	May 19, 2014
Certain individuals as a group	18,014	July 17, 2014
Certain individuals as a group	653,212	October 17, 2014
Certain individuals as a group	23,500	January 20, 2015

\* The aggregate beneficial ownership of our company held by the named grantee is less than 1% of our total outstanding shares.

On April 1, 2013, our board of directors authorized Link224 Inc. to adopt the 2013 Share Incentive Plan for issuance and reservation of up to 13,005,529 ordinary shares of Link224 Inc. specifically for employees of our Games segment. On the same date Link224 Inc. granted 11,630,000 options to individuals including Mr. Joseph Chen and Mr. James Jian Liu, with an exercise price US\$0.01 per ordinary share of Link224 Inc. No grantee's aggregate beneficial ownership of the company exceeded 1% of the total outstanding shares of Link224 Inc. As of February 28, 2015, options to purchase 3,683,272 ordinary shares of Link224 Inc. were outstanding under the 2013 Share Incentive Plan.

**Principal Terms of 2006, 2008 and 2009 Equity Incentive Plans adopted by Renren Inc.**

The principal terms of the 2006 Equity Incentive Plan, the 2008 Equity Incentive Plan and the 2009 Equity Incentive Plan are substantially the same. The following paragraphs summarize the principal terms of these three plans and, unless otherwise specified below, the following summary applies to each of these plans.

*Types of Awards and Exercise Prices.* Three types of awards may be granted under the plans.

- *Incentive share options.* Incentive share options are share options which satisfy the requirements of Section 422 of the Internal Revenue Code of 1986. The exercise price of an incentive share option must be at least equal to the fair market value of the shares on the date of grant. If an employee, officer or director owns or is deemed to own more than 10% of the combined voting power of all classes of shares and an incentive share option is granted to such person, the exercise price for such incentive share option shall be at least 110% of the fair market value of the shares on the date of grant.

- *Nonqualified share options.* Nonqualified share options are share options which do not satisfy the requirements of Section 422 of the Internal Revenue Code of 1986. The exercise price of a nonqualified share option may be less than, equal to or greater than the fair market value of the shares on the date of grant.
- *Restricted share options.* Restricted share options are options to purchases ordinary shares which are subject to certain restrictions or limitations set forth in the plans or in the related award agreement, and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us during a restricted period. The exercise price of restricted share options may be determined by the plan administrator in the award agreement.

*Plan Administration.* The plan administrator is our board of directors or a committee of two or more members of our board. The plan administrator designates the eligible recipients and determines the award type, award period, grant date, performance requirements and such other provisions and terms not inconsistent with the plans in each award agreement.

*Award Agreement.* Incentive share options, nonqualified share options or restricted share options granted under the plans are evidenced by an award agreement that sets forth the terms, provisions, limitations and performance requirements for each grant.

*Eligibility.* At the discretion of the board of directors, we may grant awards to employees, officers, directors, outside directors or consultants of our company.

*Transfer Restriction.* Subject to certain exceptions, awards for incentive share options, nonqualified share options and restricted share options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered by the award holders.

*Term of Awards.* Unless otherwise provided in the award agreement by the plan administrator, each option shall expire after ten years from the grant date. If an employee, officer or director owns or is deemed to own more than 10% of the combined voting power of all classes of shares and an incentive share option is granted to such person, such incentive share option shall expire after five years from the grant date.

*Vesting Schedule.* The plan administrator may determine the vesting schedule and may provide additional vesting conditions in the award agreement to each recipient.

*Amendment and Termination.* Our board of directors may at any time by resolutions amend the plans, subject to certain exceptions. Unless earlier terminated by the board or directors, the 2006 Equity Incentive Plan will terminate on September 15, 2013, the 2008 Equity Incentive Plan will terminate on September 15, 2013, and the 2009 Equity Incentive Plan will terminate on December 31, 2019. In each case, grants made before the termination date will continue to be effective in accordance with their terms and conditions.

***Principal Terms of the 2011 Share Incentive Plan adopted by Renren Inc.***

The following paragraphs describe the principal terms of our 2011 Share Incentive Plan:

*Types of Awards and Exercise Prices.* The plan permits the grant of options to purchase our Class A ordinary shares, restricted shares and restricted share units as deemed appropriate by the plan administrator.

- *Options.* Options provide for the right to purchase a specified number of our Class A ordinary shares at a specified price and usually will become exercisable in the discretion of the plan administrator in one or more installments after the grant date. Options include incentive share options, which are share options which satisfy the requirements of Section 422 of the Internal Revenue Code of 1986, and non-qualified share options, which do not satisfy these requirements. The exercise price of an option shall be determined by the plan administrator and set forth in the award agreement.

- *Restricted Shares.* A restricted share award is the grant of our Class A ordinary shares which are subject to certain restrictions or limitations set forth in the plan or in the related award agreement. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us during a restricted period. The exercise price of restricted share options may be determined by the plan administrator in the award agreement.
- *Restricted Share Units.* Restricted share units represent the right to receive our Class A ordinary shares at a specified date in the future. On the maturity date specified by the plan administrator, we will transfer to the participant one unrestricted, fully transferable share for each restricted share unit.

*Plan Administration.* The plan will be administered by the board of directors or the compensation committee of the board, or a committee of one or more directors to whom the board or the compensation committee shall delegate the authority to grant or amend awards to participants other than senior executives. The plan administrator shall consist of at least two individuals, each of whom qualifies as an independent director. With respect to the awards granted to independent directors, the plan administrator shall be the board of directors. The plan administrator will determine the terms and conditions of each award grant.

*Awards and Award Agreement.* Awards granted under the plan are evidenced by award agreements that set forth the terms, conditions and limitations for each award, which may include the term of an award, the provisions applicable in the event the participant's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an award.

*Eligibility.* We may grant awards to our employees, directors and consultants, as determined by our plan administrator.

*Term of the Awards.* The term of each award grant shall be determined by our plan administrator, provided that the term shall not exceed ten years from the date of the grant.

*Vesting Schedule.* In general, the plan administrator determines, or the award agreement specifies, the vesting schedule.

*Transfer Restrictions.* Except as otherwise provided by our plan administrator, an award may not be transferred or otherwise disposed of by a participant other than by will or the laws of descent and distribution. Our plan administrator by express provision in the award or an amendment may permit an award (other than an incentive share option) to be transferred to or exercised by certain persons related to the participant.

*Amendment and Termination of the Plan.* With the approval of our board, our plan administrator may at any time amend, modify or terminate the plan, subject to certain exceptions.

***Principal Terms of the 2013 Share Incentive Plan Adopted by Link224 Inc.***

The following paragraphs describe the principal terms of our 2013 Share Incentive Plan:

*Types of Awards and Exercise Prices.* The plan permits the grant of options to purchase the ordinary shares and restricted shares and restricted share units of Link224 Inc. as deemed appropriate by the plan administrator.

- *Options.* Options provide for the right to purchase a specified number of the ordinary shares of Link224 Inc. at a specified price during specified time periods, and usually will become exercisable in the discretion of the plan administrator in one or more installments after the grant date. Options include incentive share options, which are share options which satisfy the requirements of Section 422 of the Internal Revenue Code of 1986, and non-qualified share options, which do not satisfy these requirements. The exercise price of an option shall be determined by the plan administrator and set forth in the award agreement.

- *Restricted Shares.* A restricted share award is the grant of the ordinary shares of Link224 Inc. which are subject to certain restrictions or limitations set forth in the plan or in the related award agreement. Unless otherwise determined by the plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by Link224 Inc. upon termination of employment or services during the applicable restricted period. The exercise price of restricted share options may be determined by the plan administrator in the award agreement.
- *Restricted Share Units.* Restricted share units represent the right to receive the ordinary shares of Link224 Inc. at a specified date in the future. On the maturity date specified by the plan administrator, Link224 Inc. will transfer to the participant one unrestricted, fully transferable share for each restricted share unit.

*Plan Administration.* The plan will be administered by the board of directors of Link224 Inc., or a committee with one or more members of the board to whom the board of Link224 Inc. shall delegate with the authority to grant or amend awards to participants other than senior executives. A majority of the committee shall constitute a quorum. With respect to the awards granted to independent directors, the plan administrator shall be the board of directors. The plan administrator will determine the terms and conditions of each award grant.

*Awards and Award Agreement.* Awards granted under the plan are evidenced by award agreements that set forth the terms, conditions and limitations for each award, which may include the term of an award, the provisions applicable in the event the participant's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an award.

*Eligibility.* The awards may grant to employees, directors and consultants of Link224 Inc. and its subsidiaries, as determined by the plan administrator.

*Term of the Awards.* The term of each award grant shall be determined by the plan administrator.

*Vesting Schedule.* In general, the plan administrator determines, or the award agreement specifies, the vesting schedule.

*Transfer Restrictions.* Except as otherwise provided by the plan administrator, an award may not be transferred or otherwise disposed of by a participant other than by will or the laws of descent and distribution. The plan administrator by express provision in the award or an amendment may permit an award (other than an incentive share option) to be transferred to or exercised by certain persons or entities related to the participant.

*Amendment and Termination of the Plan.* With the approval of our board, the plan administrator may at any time amend, modify or terminate the plan, subject to certain exceptions.

## **C. Board Practices**

### **Composition of Board of Directors**

Our board of directors currently consists of seven directors. A director is not required to hold any shares in the company by way of qualification. A director may vote with respect to any contract, proposed contract or arrangement in which he is materially interested provided the nature of the interest is disclosed prior to voting. A director may exercise all the powers of the company to borrow money, mortgage its undertaking, property and uncalled capital, and issue debentures or other securities whenever money is borrowed or as security for any obligation of the company or of any third party. None of our non-executive directors and independent director appointees has a service contract with us that provides for benefits upon termination of employment. As long as SB Pan Pacific Corporation and its affiliates continue to collectively hold over 50% of the number of our shares held by them as of May 9, 2011, they have the right to appoint one director to serve on our board of directors. Our director, Katsumasa Niki, was appointed by SB Pan Pacific Corporation.

### **Code of Business Conduct and Ethics**

Our code of business conduct and ethics provides that our directors and officers are expected to avoid any action, position or interest that conflicts with the interests of our company or gives the appearance of a conflict. Directors and officers have an obligation under our code of business conduct and ethics to advance our company's interests when the opportunity to do so arises.

## **Duties of Directors**

Cayman Islands law does not prescribe by statute the specific duties of directors of Cayman Islands companies and therefore the duties of directors are dictated by common law. Our directors have certain duties of care, diligence and skill as well as a fiduciary duty to act honestly and in good faith in the best interests of our company. Our directors are not required to exhibit in the performance of their duties a greater degree of skill than may reasonably be expected from persons of their knowledge and experience. Our directors must exercise reasonable care and diligence but will not be liable for errors of judgment and therefore they may rely upon opinions and advice of outsiders but must still exercise their business judgment based upon such advice. The fiduciary relationship of our directors is with our company and our directors therefore do not usually owe a fiduciary duty to an individual shareholder, and instead, they owe a fiduciary duty to our shareholders as a whole. In addition, our directors have a duty to act in good faith, which means they must act bona fide in the interests of our company. Our directors must also use their powers for a proper purpose. If our directors take actions which are within their powers but for purposes other than those for which such powers were conferred, they may be personally liable. Our directors are also required not to put themselves into a position where there is a conflict, actual or potential, between their personal interests and their duties to our company or between their duty to our company and a duty owed to another person. Finally, our directors cannot validly contract, either with one another or with third parties, as to how they shall vote at future meetings of directors. In fulfilling their duty of care to us, our directors must ensure compliance with our amended and restated memorandum and articles of association. We have the right to seek damages if a duty owed by our directors is breached.

## **Terms of Directors and Executive Officers**

Our officers are elected by and serve at the discretion of the board of directors. Our directors are not subject to a set term of office and hold office until the next general meeting called for the election of directors and until their successor is duly elected or such time as they die, resign or are removed from office by special resolution or the unanimous written resolution of all shareholders. A director will be removed from office automatically if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; or (ii) dies or is found by our company to be or becomes of unsound mind.

## **Committees of the Board of Directors**

We have established three committees under the board of directors: the audit committee, the compensation committee and the corporate governance and nominating committee. We have adopted a charter for each of these committees. Each committee's members and functions are as follows.

*Audit Committee.* Our audit committee consists of Messrs. David Chao and Matthew Nimetz. Mr. Chao is the chairman of our audit committee and our board of directors has determined that Mr. Chao is an audit committee financial expert. Mr. Chao and Mr. Nimetz satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE and Rule 10A-3 under the Exchange Act. The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- selecting the independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by the independent registered public accounting firm;
- reviewing with the independent registered public accounting firm any audit problems or difficulties and management's response;
- reviewing and approving any proposed related party transaction, as defined in Item 404 of Regulation S-K under the Securities Act, involving over US\$120,000 in a single transaction or a series of related transactions;
- discussing the annual audited financial statements with management and the independent registered public accounting firm;
- reviewing major issues as to the adequacy of our internal control and any special audit steps adopted in light of material control deficiencies; and

- meeting separately and periodically with management and the independent registered public accounting firm.

*Compensation Committee.* Our compensation committee consists of Messrs. Matthew Nimetz and David Chao. Mr. Nimetz is the chairman of our compensation committee. Mr. Nimetz and Mr. Chao satisfy the “independence” requirements of Section 303A of the Corporate Governance Rules of the NYSE. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer is prohibited from attending any committee meeting during which his compensation is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving the total compensation package for our chief executive officer;
- reviewing and recommending to the board the compensation of our directors; and
- reviewing periodically and approving any long-term incentive compensation or equity plans, programs or similar arrangements, annual bonuses, employee pension and welfare benefit plans.

*Corporate Governance and Nominating Committee.* Our corporate governance and nominating committee consists of Messrs. David Chao and Chuanfu Wang, and is chaired by Mr. Chao. Mr. Chao and Mr. Chuanfu Wang satisfy the “independence” requirements of Section 303A of the Corporate Governance Rules of the NYSE. The corporate governance and nominating committee assists the board of directors in identifying individuals qualified to become our directors and in determining the composition of the board and its committees. The corporate governance and nominating committee is responsible for, among other things:

- identifying and recommending to the board nominees for election or re-election to the board, or for appointment to fill any vacancy;
- reviewing annually with the board the composition of the board in light of the characteristics of independence, age, skills, experience and availability of service to us;
- identifying and recommending to the board the directors to serve as members of the board’s committees;
- advising the board periodically with respect to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any corrective action to be taken; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

#### **Employment Agreements**

We have entered into employment agreements with each of our executive officers. We may terminate an executive officer’s employment for cause, at any time, without notice or remuneration, for certain acts of the officer, including, but not limited to, a conviction or plea of guilty to a felony, willful misconduct to our detriment or a failure to perform agreed duties. We may also terminate an executive officer’s employment without cause by a one-month prior written notice. An executive officer may terminate his or her employment with us by a one-month prior written notice for certain reasons, in which case the executive officer is entitled to the same severance benefits as in the situation of termination by us without cause.

Our executive officers have also agreed not to engage in any activities that compete with us, or to directly or indirect solicit the services of our employees, for a period of one year after termination of employment. Each executive officer has agreed to hold in strict confidence any confidential information or trade secrets of our company. Each executive officer also agrees to comply with all material applicable laws and regulations related to his or her responsibilities at our company as well as all material corporate and business policies and procedures of our company.

#### D. Employees

We had 3,211, 2,442 and 1,602 full-time employees as of December 31, 2012, 2013 and 2014, respectively. The following table sets forth the number of our employees by function as of December 31, 2014:

<u>Functional Area</u>	<u>Number of Employees</u>	<u>% of Total</u>
Management and administration	203	13%
Sales and marketing	655	41%
Operations	88	5%
Research & development	656	41%
<b>Total</b>	<b>1,602</b>	<b>100%</b>

As of December 31, 2014, we had 1,046 employees located in Beijing and 556 employees located in other cities in China.

#### E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares (including Class A ordinary shares represented by our ADSs), as of February 28, 2015, by:

- each of our directors and executive officers; and
- each person known to us to own beneficially more than 5% of our ordinary shares.

The calculations in the table below are based on 1,021,240,806 ordinary shares outstanding as of February 28, 2015, including 715,852,356 Class A ordinary shares and 305,388,450 Class B ordinary shares. Beneficial ownership is determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to our ordinary shares. In computing the number of ordinary shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	<u>Ordinary Shares Beneficially Owned</u>		
	<u>Number</u>	<u>%<sup>(1)</sup></u>	<u>% of Voting Power<sup>(2)</sup></u>
<b>Directors and Executive Officers:</b>			
Joseph Chen <sup>(3)</sup>	284,499,595	27.5	48.0
James Jian Liu <sup>(4)</sup>	35,961,985	3.5	1.0
Katsumasa Niki <sup>(5)</sup>	*	*	*
Hui Huang <sup>(6)</sup>	*	*	*
David K. Chao <sup>(7)</sup>	90,270,371	8.8	2.4
Matthew Nimetz <sup>(8)</sup>	*	*	*
Chuanfu Wang <sup>(9)</sup>	*	*	*
Ashley Kwok Wai Law <sup>(10)</sup>	*	*	*
Lillian Liu <sup>(10)</sup>	*	*	*
Miao Cao <sup>(10)</sup>	*	*	*
He Li <sup>(10)</sup>	*	*	*
All directors and executive officers as a group <sup>(11)</sup>	417,777,736	40.0	51.4
<b>Principal Shareholders:</b>			
SB Pan Pacific Corporation and affiliate <sup>(12)</sup>	405,388,451	39.7	43.0
Joseph Chen <sup>(3)</sup>	284,499,595	27.5	48.0
DCM and affiliates <sup>(13)</sup>	87,929,871	8.6	2.3

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\* Less than 1% of our total outstanding ordinary shares.

- (1) For each person and group included in this column, percentage ownership is calculated by dividing the number of ordinary shares beneficially owned by such person or group by the sum of the number of ordinary shares outstanding and the number of ordinary shares such person or group has the right to acquire upon exercise of the share options or warrants within 60 days of February 28, 2015.
- (2) For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power with respect to all of our Class A and Class B ordinary shares as a single class. Each holder of our Class B ordinary shares is entitled to ten votes per share and each holder of Class A ordinary shares is entitled to one vote per share held by our shareholders on all matters submitted to them for a vote. Subject to certain exceptions, our Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders. Our Class B ordinary shares are convertible at any time by the holder into Class A ordinary shares on a one-for-one basis.
- (3) Represents (i) 170,258,970 Class B ordinary shares held by Mr. Joseph Chen, (ii) 100,000,000 Class A ordinary shares held by Mr. Joseph Chen, and (iii) 14,240,625 Class A ordinary shares issuable upon exercise of options held by Mr. Chen that that are exercisable within 60 days after February 28, 2015. See the two paragraphs following this table for more information on Class A and Class B ordinary shares. The business address of Mr. Chen is 1/F, North Wing, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing, 100016, People's Republic of China.
- (4) Represents (i) 31,365,110 Class A ordinary shares held by Mr. James Jian Liu and (ii) 4,596,875 Class A ordinary shares issuable upon exercise of options held by Mr. Liu that are exercisable within 60 days after February 28, 2015. , The business address of Mr. Liu is 1/F, North Wing, 18 Jiuxianqiao Middle Road, Chao Yang District, Beijing, 100016, People's Republic of China.
- (5) The business address of Mr. Niki is c/o SoftBank Corp., 1-9-1 Higashi-shimbashi, Minato-ku, Tokyo, 105-7303, Japan.
- (6) The business address of Ms. Huang is 1/F, North Wing, 18 Jiuxianqiao Middle Road, Beijing, 100016, People's Republic of China.
- (7) Represents (i) 1,958,000 Class A ordinary shares held by Mr. David Chao, (ii) 382,500 Class A ordinary shares issuable upon exercise of options held by Mr. Chao that are exercisable within 60 days after February 28, 2015 and (iii) 87,929,871 Class A ordinary shares held by DCM and affiliates. DCM Investment Management III, LLC is the general partner of DCM. Mr. David Chao and Mr. Peter W. Moran are the managing members of DCM Investment Management III, LLC. See note 13, below, for more information on the shares held by DCM and affiliates. The business address of Mr. Chao is 2420 Sand Hill Road, Suite 200, Menlo Park, CA 94025.
- (8) The business address of Mr. Nimetz is c/o General Atlantic LLC, 55 East 52 Street, New York, New York 10055.
- (9) The business address of Mr. Wang is No. 3009, BYD Road, Pingshan, Shenzhen, 518118, People's Republic of China.
- (10) The business address of this individual is 1/F, North Wing, 18 Jiuxianqiao Middle Road, Beijing, 100016, People's Republic of China.
- (11) Certain directors and executive officers have been granted options pursuant to our 2006, 2008 and 2009 Equity Incentive Plans and our 2011 Share Incentive Plan. See "Item 6.B—Directors, Senior Management and Employees—Compensation—Equity Incentive Plans."
- (12) The number of ordinary shares beneficially owned is as of December 31, 2011, as reported in a Schedule 13G filed by SB Pan Pacific Corporation and SoftBank Corp. on February 14, 2012, and consists of 270,258,971 Class A ordinary shares and 135,129,480 Class B ordinary shares held by SB Pan Pacific Corporation. See the two paragraphs following this table for more information on Class A and Class B ordinary shares. SB Pan Pacific Corporation is a corporation established under the laws of the Federated States of Micronesia, and is a wholly owned subsidiary of SoftBank Corp. SoftBank Corp. is a corporation established under the laws of Japan, and is a public company listed on the Tokyo Stock Exchange. On January 31, 2011, SoftBank Corp. transferred 2,582,200 series C preferred shares and 402,870,510 series D preferred shares to SB Pan Pacific Corporation, and, immediately prior to the completion of our initial public offering in May 2011, 135,129,480 of these series D preferred shares were converted into Class B ordinary shares on a one-to-one basis and the rest of the preferred shares held by SB Pan Pacific Corporation were converted into Class A ordinary shares on a one-to-one basis. The business address for SB Pan Pacific Corporation is P.O. Box 902, Kolonia, Pohnpei, FSM 96941, and the business address for SoftBank Corp. is 1-9-1 Higashi-Shimbashi, Minato-ku, Tokyo 105-7303, Japan.



(13) The number of ordinary shares beneficially owned is as of December 31, 2011 as reported in a Schedule 13G filed by DCM Ventures (as defined below) and affiliates on February 13, 2012, and consists of (i) 81,768,285 Class A ordinary shares which are directly owned by DCM III, L.P. (“DCM III”), (ii) 2,166,501 Class A ordinary shares which are directly owned by DCM III-A, L.P. (“DCM III-A”) and (iii) 3,995,085 Class A ordinary shares which are directly owned by DCM Affiliates Fund III, L.P. (“Aff III”). We refer to DCM III, DCM III-A and Aff III collectively as “DCM.” DCM Investment Management III, LLC (“GP III”) is the general partner of DCM III, DCM III-A and Aff III and may be deemed to have sole power to vote and dispose these Class A ordinary shares respectively held by DCM III, DCM III-A and Aff III, and Mr. David Chao and Mr. Peter W. Moran, the managing members of GP III, may be deemed to have shared power to vote and dispose these Class A ordinary shares. As set forth in note 6 above, Mr. Chao also owns 1,958,000 Class A ordinary shares. The business address of DCM Ventures is 2420 Sand Hill Road, Suite 200 Menlo Park, CA 94025.

Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares are entitled to one vote per share, while holders of Class B ordinary shares are entitled to ten votes per share. We issued Class A ordinary shares represented by our ADSs in our initial public offering in May 2011. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon any transfer of Class B ordinary shares by a holder thereof to any person or entity which is not an affiliate of such holder, such Class B ordinary shares shall be automatically and immediately converted into the equal number of Class A ordinary shares. See “Item 10.B—Additional Information—Memorandum and Articles of Association—Ordinary Shares” for a more detailed description of our Class A ordinary shares and Class B ordinary shares.

To our knowledge, as of February 28, 2015, a total of 385,751,202 Class A ordinary shares were held by one record holder in the United States, which was Citibank, N.A., the depository of our ADS program, and 170,258,970 Class B ordinary shares were held by one record holder in the United States. The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States.

We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company. To our knowledge, we are not owned or controlled, directly or indirectly, by another corporation, by any foreign government or by any other natural or legal persons, severally or jointly.

For the options granted to our directors, officers and employees, please refer to “Item 6.B—Directors, Senior Management and Employees—Compensation—Equity Incentive Plans.”

#### **Item 7. Major Shareholders and Related Party Transactions**

##### **A. Major Shareholders**

Please refer to “Item 6.E. Share Ownership.”

##### **B. Related Party Transactions**

#### **Contractual Arrangements with Our Consolidated Affiliated Entities**

Please refer to “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities.”

#### **Related Party Transactions with Oak Pacific Holdings and Its Affiliates**

The three largest shareholders of Oak Pacific Holdings are Mr. Joseph Chen, our founder, chairman and chief executive officer; James Jian Liu, our director and chief operating officer; and David Chao, our director. Collectively they hold approximately 98.5% of Oak Pacific Holdings. Summarized below are certain transactions our company has had with affiliates of Oak Pacific Holdings in 2012, 2013 and 2014.

### ***Gummy Inc.***

During 2012, we performed certain payment collection services to Gummy Inc., a subsidiary of Oak Pacific Holdings. These services amounted to approximately US\$1,000 for the year ended December 31, 2012. Gummy Inc. owed our company approximately US\$20,000 and US\$21,000 for payment collection services as of December 31, 2012 and as of December 31, 2013, respectively. During 2014, we licensed certain self-developed games to Gummy Inc. These services amounted to US\$77,000 for the year ended December 31, 2014. As of December 31, 2014, Gummy Inc. owed our company approximately US\$46,000 for these services, which amount was unsecured, non-interest bearing and payable on demand.

### ***Beijing Qian Xiang Hu Lian Technology Development Co., Ltd.***

We performed certain back office services for Beijing Qian Xiang Hu Lian Technology Development Co., Ltd., or Hu Lian, which is a subsidiary of Oak Pacific Holdings. These services included provisions of human resources and accounting services and amounted to US\$0.3 million, US\$0.1 million and US\$0.1 million in 2012, 2013 and 2014, respectively. As of December 31, 2014, Hu Lian owed our company US\$0.3 million for these services, which amount was unsecured, non-interest bearing and payable on demand.

### **Related Party Transactions with Our Major Shareholder**

#### ***SBPS***

SBPS, an affiliate of SB Pan Pacific Corporation, provided third-party collection services for our subsidiary in Japan in 2012, 2013 and 2014. These services amounted to approximately US\$1.1 million, US\$1.2 million and US\$0.5 million in 2012, 2013 and 2014, respectively. As of December 31, 2014, SBPS owed our subsidiary in Japan US\$20,000 for these services, which amount was unsecured, non-interest bearing and payable on demand.

### **Related Party Transactions with Our Equity Method Investments**

#### ***Mapbar Technology Limited***

In October 2011, we acquired a 35% equity interest in Mapbar Technology Limited, or Mapbar, and accounted for the investment using equity method as we are able to exercise significant influence over Mapbar. Mapbar performed approximately US\$304,000, US\$299,000 and US\$203,000 of location-based services for our company in 2012, 2013 and 2014 respectively. As of December 31, 2014, our company owed Mapbar US\$37,000 for these services, which amount was unsecured, non-interest bearing and payable on demand.

#### ***Qingting***

In October 2013, the Group sold 60% of the equity interest in Qingting to an individual and deconsolidated Qingting as it no longer holds a controlling interest. Qingting provided internet services of approximately US\$0.1 million and US\$0.2 million for our company in 2013 and 2014. As of December 31, 2014, our company owed Qingting nil for these services. During 2014, we provided a loan of US\$0.2 million to Qingting. As of December 31, 2014, Qingting owed our company approximately US\$220,000, which amount was unsecured, non-interest bearing and payable on demand.

#### ***Ying He Hu Dong Technology Development Co., Ltd.***

In November 2014, we invested for a 30% equity interest in Ying He Hu Dong Technology Development Co., Ltd, or Ying He Hu Dong, and accounted for the investment using equity method as we are able to exercise significant influence over Ying He Hu Dong. During 2014, Ying He Hu Dong provided game operating services of approximately US\$0.4 million to us. As of December 31, 2014, we owed Ying He Hu Dong approximately US\$266,000 for these services, which amount was unsecured, non-interest bearing and payable on demand.

### ***Japan Macro Opportunities Offshore Partners, LP***

In November 2011, February 2013 and January 2014, we invested US\$20.0 million, US\$20.0 million and US\$40.0 million, respectively in Japan Macro Opportunities Offshore Partners, LP, or JMOOP, which is a Cayman Islands exempted limited partnership. The investment was accounted for using equity method accounting. We received capital distributions of US\$19.2 million and US\$84.0 million in the years ended December 31, 2013 and 2014, respectively. As of December 31, 2014, JMOOP owed us approximately US\$419,000, which amount was unsecured, non-interest bearing and payable on demand.

### ***Social Finance Inc.***

In July 2012, we purchased US\$10.0 million Series 2012-A Senior Secured Refi Loan Notes issued by SoFi Lending Corp., a subsidiary of Social Finance Inc. Oak Pacific Holdings is a shareholder of Social Finance Inc. and our chairman and chief executive officer, Joseph Chen, is a director of Social Finance Inc. The note has a maturity date of July 3, 2032 and a fixed annual interest rate of 4% with no redemption feature. We received monthly payments, including return of principal of US\$414,000, US\$1,353,000 and US\$1,370,000 in 2012, 2013 and 2014, respectively, and earned interest of US\$137,000, US\$248,000 and US\$211,000, from SoFi Lending Corp. for the years ended December 31, 2012, 2013 and 2014, respectively. As of December 31, 2014, the carrying amount of the note was US\$6,863,000.

In September 2012, we invested US\$49.0 million in newly issued series B preferred shares of Social Finance Inc., concurrently with a group of other investors.

In January 2014, we invested US\$20.8 million in newly issued series D preferred shares of Social Finance Inc., concurrently with a group of other investors.

In January 2015, we invested US\$22.3 million in newly issued series E preferred shares of Social Finance Inc., concurrently with a group of other investors.

The transactions described above were approved by the independent, disinterested members of our board and the audit committee of the board.

### **Employment Agreement**

Please refer to “Item 6.C—Directors, Senior Management and Employees Board Practices—Employment Agreements.”

#### **C. Interests of Experts and Counsel**

Not applicable.

### **Item 8. Financial Information**

#### **A. Consolidated Statements and Other Financial Information**

See “Item 18. Financial Statements.”

### **Legal Proceedings**

From time to time, we have become and may in the future become a party to various legal or administrative proceedings arising in the ordinary course of our business, including actions with respect to intellectual property claims, breach of contract claims, labor and employment claims and other matters. Internet media companies are frequently involved in litigation based on allegations of infringement or other violations of intellectual property rights and other allegations based on the content available on their website or services they provide. See “Item 3.D—Risk Factors—Risks Related to Our Business and Our Industry—We have been and may continue to be subject to intellectual property infringement claims or other allegations by third parties for services we provide or for information or content displayed on, retrieved from or linked to our website, or distributed to our users, which may materially and adversely affect our business, financial condition and prospects.” Although such proceedings are inherently uncertain and their results cannot be predicted with certainty, we believe that the resolution of our current pending matters will not have a material adverse effect on our business, consolidated financial position, results of operations or cash flow. Regardless of the outcome, however, any litigation can have an adverse impact on us because of defense costs, diversion of management’s attention and other factors.

## **Dividend Policy**

We have not paid in the past any cash dividends on our ordinary shares, and we do not have any present plan to pay any cash dividends on our ordinary shares in the foreseeable future. We currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

As we are a holding company, we rely, in part, on dividends paid to us by our PRC subsidiary for our cash requirements, including funds to pay dividends and other cash distributions to our shareholders, service any debt we may incur and pay our operating expenses. In China, the payment of dividends is subject to limitations. PRC laws and regulations currently permit payment of dividends only out of accumulated profits as determined in accordance with PRC accounting standards and regulations. Under current PRC laws and regulations, our PRC subsidiaries are required to set aside at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds until such reserve funds reach 50% of their registered capital. At the discretion of our PRC subsidiary, it may allocate a portion of its after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserves may not be distributed as cash dividends. Further, if our PRC subsidiary incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other payments to us. See “Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—We may rely on dividends and other distributions on equity paid by our PRC subsidiary to fund any cash and financing requirements we may have. Any limitation on the ability of our PRC subsidiaries to pay dividends to us could have a material adverse effect on our ability to conduct our business.”

Our board of directors has complete discretion on whether to distribute dividends. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. If we pay any dividends, they will be paid in accordance with Cayman Islands law, which provides, in summary, that dividends may be paid out of profits and/or our share premium account provided that in the case of our share premium account, no such distribution or dividend paid to our shareholders will cause us to be unable to pay our debts as they fall due in the ordinary course of our business. In addition, the Companies Law (2013 Revision) of the Cayman Islands prevents us from offering our shares or securities to individuals within the Cayman Islands, which may limit our ability to distribute a dividend comprised of our shares or other securities. We will pay our ADS holders to the same extent as holders of our ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See “Description of American Depositary Shares” in our registration statement on Form F-1 (File No. 333-173548), as amended, initially filed with the SEC on April 15, 2011. Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

### **B. Significant Changes**

Except as disclosed elsewhere in this annual report, we have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

## **Item 9. The Offer and Listing**

### **A. Offering and Listing Details**

See “—C. Markets”

### **B. Plan of Distribution**

Not applicable.

**C. Markets**

Our ADSs, each representing three Class A ordinary shares, have been listed on the NYSE since May 4, 2011 and trade under the symbol “RENN.” The following table provides the high and low trading prices for our ADSs on the NYSE for the periods indicated. The last reported closing price for our ADSs on April 13, 2015 was US\$2.70 per ADS.

	Market Price (US\$)	
	High	Low
<b>Annual High and Low</b>		
2012	7.87	3.00
2013	4.63	2.52
2014	4.79	2.45
<b>Quarterly Highs and Lows</b>		
First Quarter of 2013	4.02	2.85
Second Quarter of 2013	3.46	2.52
Third Quarter of 2013	4.63	2.89
Fourth Quarter of 2013	4.23	2.76
First Quarter of 2014	4.79	3.00
Second Quarter of 2014	3.60	3.12
Third Quarter of 2014	3.65	3.10
Fourth Quarter of 2014	3.53	2.45
First Quarter of 2015	2.80	2.35
<b>Monthly Highs and Lows</b>		
October 2014	3.53	3.06
November 2014	3.49	2.65
December 2014	2.85	2.45
January 2015	2.80	2.52
February 2015	2.76	2.48
March 2015	2.61	2.35
April 2015 (through April 13, 2015)	2.82	2.39

**D. Selling Shareholders**

Not applicable.

**E. Dilution**

Not applicable.

**F. Expenses of the Issue**

Not applicable.

**Item 10. Additional Information**

**A. Share Capital**

Not applicable.

**B. Memorandum and Articles of Association**

We are a Cayman Islands company and our affairs are governed by our amended and restated memorandum and articles of association, as amended from time to time, and the Companies Law (2013 Revision) of the Cayman Islands, which is referred to below as the Companies Law.

The following are summaries of the material provisions of our amended and restated memorandum and articles of association and the Companies Law insofar as they relate to the material terms of our ordinary shares.

**Registered Office and Objects**

Our registered office in the Cayman Islands is located at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. As set forth in article 3 of our memorandum of association, the objects for which our company is established are unrestricted and we have full power and authority to carry out any object not prohibited by the Companies Law (2013 Revision), as amended from time to time, or any other law of the Cayman Islands.

**Board of Directors**

See “Item 6.C. Directors, Senior Management and Employees—Board Practices—Composition of Board of Directors” and “Item 6.C. Directors, Senior Management and Employees—Board Practices—Terms of Directors and Executive Officers.”

**Ordinary Shares**

*General.* Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting and conversion rights. Certificates representing the ordinary 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 our ordinary shares are entitled to such dividends as may be declared by our board of directors subject to the Companies Law. The Companies Law provides, in summary, that dividends may be paid out of profits and/or our share premium account provided that in the case of our share premium account, no such distribution or dividend paid to our shareholders will cause us to be unable to pay our debts as they fall due in the ordinary course of our business. In addition, the Companies Law prevents us from offering our shares or securities to individuals within the Cayman Islands which may limit our ability to distribute a dividend comprised of our shares or other securities.

*Conversion.* Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. All Class B ordinary shares beneficially owned by a holder and such holder’s affiliates will automatically convert into the same number of Class A ordinary shares if the holder and its affiliates collectively own less than 50% of the total shares held by them immediately upon the completion of our initial public offering in May 2011. In addition, upon any transfer of Class B ordinary shares by a holder to any person or entity which is not over 50% owned by, or is not a direct family member of, the original holder, such Class B ordinary shares shall be automatically and immediately converted into an equal number of Class A ordinary shares. Furthermore, if a holder of the Class B ordinary shares transfers Class B ordinary shares to any entities in which the original holder owns over 50% but less than 100%, the number of Class B ordinary shares equal to the product of (X) the total number of Class B ordinary shares so transferred; and (Y) the difference between 100% and the percentage of ownership held by the original holder in the transferee shall be automatically and immediately converted into an equal number of Class A ordinary share.

*Voting Rights.* In respect of matters requiring shareholders' votes, each Class A ordinary share is entitled to one vote and each Class B ordinary share is entitled to ten votes. In addition, the following matters are subject to the approval by the holders representing a majority of the aggregate voting power of our company, the holders of a majority of total outstanding Class A ordinary shares and, for as long as SB Pan Pacific Corporation and its affiliates collectively own no less than 50% of the total shares held by them immediately upon the completion of our initial public offering, the approval of SB Pan Pacific Corporation: (i) a change of control event, and (ii) election of director(s) to the board at an annual general meeting. In addition, for as long as SB Pan Pacific Corporation and its affiliates collectively own no less than 50% of the total shares held by them immediately upon the completion of our initial public offering, we need to obtain SB Pan Pacific Corporation's approval for the following matters: (i) issuance of ordinary shares, or of securities convertible into or exercisable for ordinary shares, in the aggregate in excess of 10% of the number of all ordinary shares outstanding immediately prior to the issuance of such shares or securities on an as-converted basis in any 12-month period, (ii) acquisition of major assets or business for consideration exceeding 10% of our company market capitalization; (iii) disposals of our material assets with a value exceeding 5% of our company's market capitalization; or (iv) any amendment to our amended and restated memorandum and articles of association that specifically adversely affects the rights of SB Pan Pacific Corporation. In addition, for as long as SB Pan Pacific Corporation and its affiliates collectively own no less than 50% of the total shares held by them immediately upon the completion of our initial public offering, SB Pan Pacific Corporation and its affiliates will have the right to collectively appoint one director and the exclusive right to remove such director.

A quorum required for a meeting of shareholders consists of at least one shareholder present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative holding not less than an aggregate of one-third of all voting power of the shares in issue. Shareholders' meetings are held annually and may be convened by any one of our directors on its own initiative or upon a request to the directors by shareholders holding in aggregate at least one-third of our voting power of our share capital. Advance notice of at least seven days is required for the convening of our annual general meeting and other shareholders' meetings.

An ordinary resolution to be passed by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary 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 ordinary shares. A special resolution is required for important matters such as an amendment to our amended and restated memorandum and articles of association. Holders of the ordinary shares may effect certain changes by ordinary resolution, including altering the amount of our authorized share capital, consolidating and dividing all or any of our share capital into shares of larger amount than our existing share capital, and canceling any shares.

*Transfer of Shares.* Subject to the restrictions of our amended and restated memorandum and articles of association, which allows our directors to decline to register a transfer of any share which is not fully paid or on which we have a lien and to decline to recognize an instrument of transfer should it fail to comply with the form prescribed by our board or our transfer agent, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board, and we will take all steps necessary to ensure that the transferee is entered on the register of members in order for the transfer to be effective. We understand that no further approval by any authority in the Cayman Islands will be required in order for the transfer of shares to be effective.

*Liquidation.* On a liquidation winding up, distribution or payment shall be made to the holders of ordinary shares. Considerations received by each Class B ordinary share and Class A ordinary share should be the same in any liquidation event. Assets available for distribution among the holders of ordinary shares shall be distributed among the holders of the ordinary shares on a pro rata basis. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders proportionally.

*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 and place of payment. The shares that have been called upon and remain unpaid on the specified time are subject to forfeiture.

*Redemption of Shares.* The provisions of the Companies Law, in summary, provides that provided our amended and restated articles of association permit it, we may issue shares which are to be redeemed or are liable to be redeemed at the option of our directors or a shareholder. In addition, the Companies Law allows us to purchase our own share, including any redeemable shares. Shares to be purchased or redeemed must be fully paid and there must remain at least one shareholder of the company holding shares. Share re-purchases or redemptions may be funded out of profits, capital or share premium, but to the extent funds other than profits are used, it is statutorily required that we be able to pay our debts as they fall due in our ordinary course of business following such a purchase or redemption. Subject to these provisions, our amended and restated articles of association allow us to issue shares on terms that are subject to either re-purchase by us or redemption, at our option or at the option of the holders, on such terms and in such manner as may be determined by special resolution.

*Variations of Rights of Shares.* All or any of the special rights attached to any class of shares may, subject to the provisions of our amended and restated articles of association, be varied either with the written consent of the holders of a 75% 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. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking in priority to or pari passu with such previously existing shares.

*Inspection of Books and Records.* Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records, with the exception that, pursuant to statutory requirements, any of our creditors or shareholder may inspect our register of mortgages and charges, which includes details of any mortgage and change over our assets. We will provide our shareholders with annual audited financial statements.

*Anti-Takeover Provisions.* Some provisions of our amended and restated memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- authorize our board of directors to issue preference shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preference shares without any further vote or action by our shareholders; and
- establish advance notice requirements for nominating board of directors nominees or for proposing matters that can be acted on by shareholders at annual shareholder meetings.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our amended and restated memorandum and articles of association for a proper purpose and for what they honestly believe in good faith to be in the best interests of our company.

*Rights of Non-resident or Foreign Shareholders.* There are no limitations imposed by our amended and restated memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our amended and restated memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

#### **C. Material Contracts**

For the two years immediately preceding the date of this annual report, we have not entered into any material contracts, other than in the ordinary course of business or those described in “Item 4. Information on the Company” or elsewhere in this annual report on Form 20-F.

#### **D. Exchange Controls**

The Cayman Islands currently has no exchange control restrictions. See also “Item 4.B—Information on the Company—Business Overview—Regulation—Regulations on Foreign Exchange.”

#### **E. Taxation**

The following discussion of the material Cayman Islands, PRC and United States federal income tax consequences of an investment in our Class A 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. This discussion does not deal with all possible tax consequences relating to an investment in the Class A ordinary shares or ADSs, such as the tax consequences under U.S. state, local and other tax laws. To the extent that the discussion relates to matters of Cayman Islands tax law, it is the opinion of Maples and Calder, our Cayman Islands counsel, and to the extent it relates to PRC tax law, it is the opinion of TransAsia Lawyers, our PRC counsel.



## **Cayman Islands Taxation**

We are an exempted company incorporated in the Cayman Islands. The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. The Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by our company.

## **People's Republic of China Taxation**

We are a holding company incorporated in the Cayman Islands, and 100% of our equity interests in our PRC subsidiaries are held indirectly through our offshore holding companies. Our business operations are principally conducted through our PRC subsidiaries and consolidated affiliated entities. The Enterprise Income Tax Law provides that China-sourced income of foreign enterprises, such as dividends paid by a PRC subsidiary to its overseas parent that is not a PRC resident enterprise and has no establishment in the PRC, will normally be subject to PRC withholding tax at a rate of 10%. Under the Enterprise Income Tax Law, enterprises established under the laws of jurisdictions outside China with their “de facto management bodies” located within China may be considered to be PRC tax resident enterprises for tax purposes. If we are considered a PRC tax resident enterprise under the above definition, then our global income will be subject to PRC enterprise income tax at the rate of 25%.

The implementation rules of the Enterprise Income Tax Law provide that (i) if the enterprise that distributes dividends is domiciled in the PRC, or (ii) if gains are realized from transferring equity interests of enterprises domiciled in the PRC, then such dividends or capital gains are treated as China-sourced income. It is not clear how “domicile” may be interpreted under the Enterprise Income Tax Law, and it may be interpreted as the jurisdiction where the enterprise is a tax resident. Therefore, if we are considered as a PRC tax resident enterprise for tax purposes, any dividends we pay to our overseas shareholders or ADS holders as well as gains recognized by such shareholders or ADS holders from the transfer of our shares or ADSs may be regarded as China-sourced income and as a result become subject to PRC withholding tax at a rate of up to 10%.

See “Item 3.D—Risk Factors—Risks Related to Doing Business in China—Discontinuation of any of the preferential tax treatments or imposition of any additional taxes could adversely affect our financial condition and results of operations.

## **United States Federal Income Tax Considerations**

The following is a discussion of the principal United States federal income tax considerations relating to the acquisition, ownership and disposition of our ADSs or ordinary shares by a U.S. Holder (as defined below) that acquires our ADSs or ordinary shares and holds our ADSs or ordinary shares as “capital assets” (generally, property held for investment) under the United States Internal Revenue Code of 1986, as amended (the “Code”). This discussion is based upon existing United States federal tax law, including the Code, its legislative history, existing, temporary and proposed regulations thereunder, published rulings and court decisions, all of which are subject to differing interpretations or change, possibly with retroactive effect. No ruling has been sought from the Internal Revenue Service (the “IRS”) with respect to any United States federal income tax consequences described below, and there can be no assurance that the IRS or a court will not take a contrary position. This discussion does not address all aspects of United States federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (for example, financial institutions, insurance companies, regulated investment companies, real estate investment trusts, broker-dealers, traders in securities that elect mark-to-market treatment, partnerships (or other entities treated as partnerships for United States federal income tax purposes) and their partners and tax-exempt organizations (including private foundations), holders who are not U.S. Holders, holders who own (directly, indirectly or constructively) 10% or more of our voting stock, holders who acquire their ADSs or ordinary shares pursuant to any employee share option or otherwise as compensation, investors that will hold their ADSs or ordinary shares as part of a straddle, hedge, conversion, constructive sale or other integrated transaction for United States federal income tax purposes, or investors that have a functional currency other than the United States dollar), all of whom may be subject to tax rules that differ significantly from those summarized below. In addition, this discussion does not discuss any United States federal estate, gift or alternative minimum tax consequences or any non-United States, state or local tax considerations. Each U.S. Holder is urged to consult its tax advisor regarding the United States federal, state, local and non-United States income and other tax considerations of an investment in our ADSs or ordinary shares.

## **General**

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of our ADSs or ordinary shares that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for United States federal income tax purposes) created in, or organized under the law of, the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise validly elected to be treated as a United States person under the Code.

If a partnership (or other entity treated as a partnership for United States federal income tax purposes) is a beneficial owner of our ADSs or ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. If a U.S. Holder is a partner of a partnership holding our ADSs or ordinary shares, the U.S. Holder is urged to consult its tax advisor regarding an investment in our ADSs or ordinary shares.

Our company is a corporation organized under the laws of the Cayman Islands. As such, our company believes that it is not a United States corporation for United States federal income tax purposes. Under certain provisions of the Code and regulations, however, if pursuant to a plan (or a series of related transactions), a non-United States corporation such as our company acquires substantially all of the assets of a United States corporation, and after the acquisition 80% or more of the stock (by vote or value) of the non-United States corporation (excluding stock issued in a public offering related to the acquisition) is owned by former shareholders of the United States corporation by reason of their ownership of the United States corporation, the non-United States corporation will be considered a United States corporation for United States federal income tax purposes. Based on our analysis of the facts related to our corporate restructuring in 2005 and 2006, we do not believe that we should be treated as a United States corporation for United States federal income tax purposes. However, as there is no direct authority on how the relevant rules of the Code might apply to us, our company’s conclusion is not free from doubt. Therefore, our conclusion may be challenged by the United States tax authorities and a finding that we owe additional United States taxes could substantially reduce the value of your investment in our company. You are urged to consult your tax advisor concerning the income tax consequences of purchasing, holding or disposing of ADSs or ordinary shares if we were to be treated as a United States domestic corporation for United States federal income tax purposes. The remainder of this discussion assumes that our company is treated as a non-United States corporation for United States federal income tax purposes.

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement have been and will be complied with in accordance with the terms thereof.

For United States federal income tax purposes, a U.S. Holder of ADSs will be treated as the beneficial owner of the underlying shares represented by the ADSs.

## ***Passive Foreign Investment Company Considerations***

A non-United States corporation, such as our company, will be a “passive foreign investment company,” or “PFIC,” for United States federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of “passive” income or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. For this purpose, cash and assets readily convertible into cash are categorized as a passive asset and the company’s unbooked intangibles are taken into account. Passive income is any income that would be foreign personal holding company income under the Code, including dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income, net gains from commodity transactions, net foreign currency gains and income from notional principal contracts. We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the stock.

Although the law in this regard is unclear, we treat Qianxiang Tiancheng and Renren Games as being owned by us for United States federal income tax purposes, not only because we exercise effective control over the operation of such entities but also because we are entitled to substantially all of their economic benefits, and, as a result, we consolidate their results of operations in our consolidated financial statements. If it were determined, however, that we were not the owner of the above entities for United States federal income tax purposes, then we would likely be treated as a PFIC even if we would not otherwise have been treated as a PFIC for that particular year.

We believe we were a PFIC for the taxable years ended December 31, 2012, 2013 and 2014. Our PFIC status for the current taxable year will not be determinable until after the close of the current taxable year. Because we currently hold, and expect to continue to hold, a substantial amount of cash and other passive assets and, because, as a public company, the value of our assets for this purpose is determined in part by reference to the market prices of our ADSs and outstanding ordinary shares, there can be no assurance that we will not be a PFIC for the current or any future taxable year. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income or where we determine not to deploy significant amounts of cash for active purposes, our risk of being a PFIC for the particular year may substantially increase.

If we are a PFIC, our ADSs or ordinary shares generally will continue to be treated as shares in a PFIC for all succeeding years during which a U.S. Holder holds our ADSs or ordinary shares, unless we cease to be a PFIC and the U.S. Holder makes a “deemed sale” election with respect to the ADSs or ordinary shares. If you make a deemed sale election, you will be deemed to have sold the ADSs or ordinary shares you hold at their fair market value as of the last day of the last year during which we were a PFIC (the “termination date”). Any gain from such deemed sale would be subject to the consequences described below under “—Passive Foreign Investment Company Rules.” You are urged to consult your tax adviser regarding our possible status as a PFIC as well as the benefit of making a deemed sale election.

### ***Dividends***

If we are not a PFIC, any cash distributions (including the amount of any PRC tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under United States federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of ordinary shares, or by the depository, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of United States federal income tax principles, any distribution paid will generally be treated as a “dividend” for United States federal income tax purposes. A non-corporate U.S. Holder that is the recipient of dividend income generally will be subject to tax on dividend income from a “qualified foreign corporation” at the lower applicable capital gains rate rather than the marginal tax rates generally applicable to ordinary income provided that certain holding period requirements are met. A non-United States corporation (other than a corporation that is classified as a PFIC for the taxable year in which the dividend is paid or the preceding taxable year) generally will be considered to be a qualified foreign corporation (i) if it is eligible for the benefits of a comprehensive tax treaty with the United States which the Secretary of Treasury of the United States determines is satisfactory for purposes of this provision and which includes an exchange of information program, or (ii) with respect to any dividend it pays on stock (or ADSs in respect of such stock) which is readily tradable on an established securities market in the United States. Our ADSs are listed on the NYSE, which is an established securities market in the United States, and our ADSs are readily tradable. Thus, we believe that dividends we pay on our ADSs will meet the conditions required for the reduced tax rates. Since we do not expect that our ordinary shares will be listed on an established securities market, we do not believe that dividends we pay on our ordinary shares that are not represented by ADSs will meet the conditions required for these reduced tax rates. Dividends received on our ADSs or ordinary shares will not be eligible for the dividend received deduction allowed to corporations.

In the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, a U.S. Holder may be subject to PRC withholding taxes on dividends paid on our ADSs or ordinary shares. In such case, we may, however, be eligible for the benefits of the United States-PRC income tax treaty. If we are eligible for such benefits, dividends we pay on our ordinary shares, regardless of whether such shares are represented by our ADSs, would be eligible for the reduced rates of taxation applicable to qualified dividend income, as discussed above.

Dividends generally will be treated as income from foreign sources for United States foreign tax credit purposes and generally will constitute passive category income. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any foreign withholding taxes imposed on dividends received on our ADSs or ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld, may instead claim a deduction, for United States federal income tax purposes, in respect of such withholdings, but only for a year in which such U.S. Holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

If we are a PFIC, the rules described above would generally only apply to distributions that were not “excess distributions” received by a U.S. Holder who does not make a mark-to market election (described below).

#### ***Sale or Other Disposition of ADSs or Ordinary Shares***

If we are not a PFIC, a U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the U.S. Holder’s adjusted tax basis in such ADSs or ordinary shares. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year and will generally be United States source gain or loss for United States foreign tax credit purposes. Capital gains of non-corporate U.S. Holders derived from capital assets held for more than one year are currently eligible for reduced rates of taxation. In the event that gain from the disposition of the ADSs or ordinary shares is subject to tax in the PRC, such gain may be treated as PRC source gain under the United States-PRC income tax treaty. The deductibility of a capital loss is subject to limitations. U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign withholding tax is imposed on a disposition of our ADSs or ordinary shares, including the availability of the foreign tax credit under their particular circumstances.

#### ***Passive Foreign Investment Company Rules***

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, and unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special United States federal income tax rules that have a penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125% of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder’s holding period for the ADSs or ordinary shares), and (ii) any gain realized on the sale or other disposition, including a pledge, of ADSs or ordinary shares. Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder’s holding period for the ADSs or ordinary shares;
- the amounts allocated to the current taxable year and any taxable years in the U.S. Holder’s holding period prior to the first taxable year in which we are classified as a PFIC, or a pre-PFIC year, will be taxable as ordinary income; and
- the amount allocated to each of the other taxable years would be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for such year and would be increased by an additional tax equal to interest on the resulting tax deemed deferred with respect to each such other taxable year.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our non-United States subsidiaries is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of each such non-United States subsidiary that is a PFIC (each such subsidiary, a lower-tier PFIC) and would be subject to the rules described above on certain distributions by a lower-tier PFIC and a disposition of shares of a lower-tier PFIC even though such U.S. Holder would not receive the proceeds of those distributions or dispositions. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

As an alternative to the foregoing rules, a U.S. Holder of “marketable stock” in a PFIC is permitted to make a mark-to-market election with respect to our ADSs, but not our ordinary shares, provided that our ADSs remain listed on the NYSE and are regularly traded. We anticipate that our ADSs should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes a valid mark-to-market election, the U.S. Holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. Holder’s adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of a corporation classified as a PFIC and such corporation ceases to be classified as a PFIC, the U.S. Holder will not be required to take into account the gain or loss described above during any period that such corporation is not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs will be treated as ordinary income and any loss will be treated as ordinary loss, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. In the case of a U.S. Holder who has held ADSs or ordinary shares during any taxable year in respect of which we were a PFIC and continues to hold such ADSs or ordinary shares (or any portion thereof) and has not previously made a mark-to-market election, but who is considering making a mark-to-market election, special tax rules may apply relating to purging the PFIC taint of such ADSs or ordinary shares through the use of a “deemed sale” election, as discussed above under “—Passive Foreign Investment Company Considerations.”

Because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder’s indirect interest in any investments held by us that are treated as an equity interest in a PFIC for United States federal income tax purposes.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections which, if available, would result in tax treatment different from the general tax treatment for PFICs described above.

If a U.S. Holder owns our ADSs or ordinary shares during any taxable year that we are a PFIC, the U.S. Holder will be required to file an annual IRS Form 8621 and other forms as may be required by the United States Treasury Department. Each U.S. Holder is urged to consult its tax advisor concerning the United States federal income tax consequences of purchasing, holding and disposing ADSs or ordinary shares, including the possibility of making a mark-to-market election and the unavailability of the election to treat us as a qualified electing fund.

#### ***Medicare Tax***

Recently enacted legislation generally imposes a 3.8% tax on a portion or all of the net investment income of certain individuals with a modified adjusted gross income of over \$200,000 (or \$250,000 in the case of joint filers or \$125,000 in the case of married individuals filing separately) and on the undistributed net investment income of certain estates and trusts. For these purposes, “net investment income” generally includes interest, dividends (including dividends paid with respect to our ADSs or ordinary shares), annuities, royalties, rents, net gain attributable to the disposition of property not held in a trade or business (including net gain from the sale, exchange or other taxable disposition of an ADS or ordinary share) and certain other income, reduced by any deductions properly allocable to such income or net gain. U.S. holders are urged to consult their tax advisors regarding the applicability of this tax to their income and gains in respect of their investment in the ADSs or ordinary shares.

#### ***Information Reporting and Backup Withholding***

Dividend payments with respect to the ADSs or ordinary shares and proceeds from the sale, exchange or redemption of our ADSs or ordinary shares may be subject to information reporting to the IRS and possible United States backup withholding. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes other required certifications, or who is otherwise exempt from backup withholding. U.S. Holders that are required to establish their exempt status generally must provide such certification on IRS Form W-9. U.S. Holders should consult their tax advisors regarding the application of the United States information reporting and backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder’s United States federal income tax liability, and a U.S. Holder generally may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing any required information.

Individual U.S. Holders and certain entities may be required to submit to the IRS certain information with respect to their beneficial ownership of the ADSs or ordinary shares, if such ADSs or ordinary shares are not held on their behalf by a financial institution. Penalties are also imposed if an individual U.S. Holder is required to submit such information to the IRS and fails to do so.

**F. Dividends and Paying Agents**

Not applicable.

**G. Statement by Experts**

Not applicable.

**H. Documents on Display**

We previously filed with the SEC our registration statement on Form F-1 (Registration No. 333-173548), as amended, including the prospectus contained therein, to register our Class A ordinary shares. We have also filed with the SEC a related registration statement on Form F-6 (Registration No. 333-173515) to register the ADSs.

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F within four months after the end of each fiscal year, which is December 31. Reports and other information, when so filed, may be accessed on the SEC website at [www.sec.gov](http://www.sec.gov). Copies of reports and other information may also be inspected without charge and may be obtained at prescribed rates at the public reference facilities maintained by the Securities and Exchange Commission at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. The public may obtain information regarding the Washington, D.C. Public Reference Room by calling the Commission at 1-800-SEC-0330. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

We will furnish Citibank, N.A, the depository of our ADSs, all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depository will make such notices, reports and communications available to holders of ADSs and, upon our request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depository from us. We will file our annual report on Form 20-F, including our audited financial statements, with the SEC. Our annual report on Form 20-F can be accessed on the SEC's website as well the investor relations section of our website. Investors may request a hard copy of our annual report, free of charge, by contacting us.

**I. Subsidiary Information**

Not applicable.

**Item 11. Quantitative and Qualitative Disclosures About Market Risk**

**Foreign Exchange Risk**

Substantially all of our revenues and expenses are denominated in RMB. We had a loss of US\$1.8 million on foreign currency deposit in 2012, a gain of US\$1.5 million in 2013 and a loss of US\$2.3 million in 2014, which were primarily related to the exchange rate fluctuation of our RMB deposit during the year.

To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. Although our exposure to foreign exchange risks is generally limited, the value of your investment in our ADSs will be affected by the exchange rate between the U.S. dollar and the RMB because the value of our business is effectively denominated in RMB, while our ADSs are traded in U.S. dollars.

The value of the RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. After June 2010, the RMB began to appreciate against the U.S. dollar again, although there have been some periods when it has lost value against the U.S. dollar, as it did for example during 2014. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars, including U.S. dollars we received from our initial public offering, into RMB for capital expenditures and working capital and other business purposes, 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 RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs, strategic acquisitions or investments or 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. As of December 31, 2014, we had RMB-denominated cash and term deposits totaling US\$148.8 million and U.S. dollar-denominated cash and term deposits totaling US\$528.3 million.

### Interest Risk

Our exposure to interest rate risk primarily relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits, and derivative contracts on Japanese yen interest rates that we have invested in solely for our own treasury investment purposes and not related to our business operating activities.

Interest-earning instruments carry a degree of interest rate risk. We have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in market interest rates. However, our future interest income may fall short of expectations due to changes in market interest rates.

As of the date of this annual report, we have a total of seven swaption contracts on Japanese yen interest rates outstanding with expiration dates ranging from the second quarter of 2015 to the second quarter of 2016, for which we paid a total of US\$14.5 million in premiums. Upon the maturity date of a swaption contract, if the prevailing rate for Japanese yen interest rate swaps is higher than the strike rate of the contract, then we will have the right to enter into an underlying swap and immediately receive an amount with reference to the discounted cash flows of the underlying swap as settlement of the contract; otherwise, the contract will expire unexercised and we will lose the premium paid for the contract. Other than interest rate swaption contracts, in March 2014 we also invested in one swap contract on Japanese yen interest rates, for which we pay fixed rate of 0.2025% and receive floating rate of 6 months Japanese Yen Libor for a notional of 72 billion Japanese Yen from March 27, 2015 to March 26, 2016.

The table below set out the quantitative analysis of the swaptions and swap contracts outstanding as of the date of this annual report, that are subjected to interest risk and for treasury investment purposes:

	Expected Maturity		Premium Paid (in US\$ million)	Fair Value
	2015 (Contract notional, in JPY million)	2016		
<b>Interest rate swaption on Japanese yen interest rate</b>				
Pay 2.75%, Receive variable rate of 20 years swap rate	—	30,000	3.2	0.9
Pay 3.0%, Receive variable rate of 20 years swap rate	100,000	40,000	5.6	0.9
Pay 3.5%, Receive variable rate of 20 years swap rate	—	30,000	1.7	0.3
Pay 4.0%, Receive variable rate of 30 years swap rate	—	58,000	4.0	0.8
<b>Interest rate swap on Japanese yen interest rate</b>				
Pay 0.2025%, Receive floating rate of 6 months JPY Libor	55,233	16,767	—	(0.4)

## **Inflation**

Since our inception, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2012, 2013 and 2014 were increases of 2.5%, 2.5% and 1.5%, respectively. Although we have not been materially affected by inflation in the past, we may be affected if China experiences higher rates of inflation in the future.

## **Equity Price Risk**

Our exposure to equity price risk primarily relates to the changes in market value of our short-term investments and derivative contracts in options of listed stocks. We have invested in these investments solely for our own treasury purposes and not related to our business operating activities.

As of the date of this annual report, we have a total of seven call option contracts on a Hong Kong listed stock of expiration dates in May and October 2015, for which we paid a total of US\$23.4 million in premiums. The fair market value of these contracts as of the date of this annual report is approximately US\$25.7 million.

## **Item 12. Description of Securities Other than Equity Securities**

### **A. Debt Securities**

Not applicable.

### **B. Warrants and Rights**

Not applicable.

### **C. Other Securities**

Not applicable.

### **D. American Depositary Shares**

## **Fees and Charges Our ADS Holders May Have to Pay**

Citibank, N.A., is the depository of our ADS program. Set forth below is a summary of fees holders of our ADSs may be required to pay for various services the depository may provide:

<b>Service</b>	<b>Fee</b>
Issuance of ADSs	Up to US\$0.05 per ADS issued
Cancellation of ADSs	Up to US\$0.05 per ADS canceled
Distribution of cash dividends or other cash distributions	Up to US\$0.05 per ADS held
Distribution of ADSs pursuant to stock dividends, free stock distributions or exercise of rights	Up to US\$0.05 per ADS held
Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to US\$0.05 per ADS held
Depository services	Up to US\$0.05 per ADS held on the applicable record date(s) established by the depository
Transfer of ADRs	US\$1.50 per certificate presented for transfer

As an ADS holder you will also be responsible to pay certain fees and expenses incurred by the depository and certain taxes and governmental charges such as:



- fees for the transfer and registration of Class A ordinary shares charged by the registrar and transfer agent for the Class A ordinary shares in the Cayman Islands (i.e., upon deposit and withdrawal of Class A ordinary shares);
- expenses incurred for converting foreign currency into U.S. dollars;
- expenses for cable, telex and fax transmissions and for delivery of securities;
- taxes and duties upon the transfer of securities (i.e., when Class A ordinary shares are deposited or withdrawn from deposit); and
- fees and expenses incurred in connection with the delivery or servicing of Class A ordinary shares on deposit.

Depository fees payable upon the issuance and cancellation of ADSs are typically paid to the depository by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depository and by the brokers (on behalf of their clients) delivering the ADSs to the depository for cancellation. The brokers in turn charge these fees to their clients. Depository fees payable in connection with distributions of cash or securities to ADS holders and the depository services fee are charged by the depository to the holders of record of ADSs as of the applicable ADS record date.

The depository fees payable for cash distributions are generally deducted from the cash being distributed. In the case of distributions other than cash (such as stock dividends and rights distributions), the depository charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depository sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depository generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depository.

The fees and charges ADS holders may be required to pay may vary over time and may be changed by us and by the depository. ADS holders will receive prior notice of such changes.

#### **Fees and Other Payments Made by the Depository to Us**

The depository has agreed to reimburse us for certain expenses we incur that are related to establishment and maintenance of the ADS program, including investor relations expenses and exchange application and listing fees. There are limits on the amount of expenses for which the depository will reimburse us, but the amount of reimbursement available to us is not related to the amounts of fees the depository collects from investors. In 2012, 2013 and 2014, we received approximately US\$2.5 million, US\$1.1 million and nil, respectively, net of applicable withholding taxes in the United States, from the depository as reimbursement for our expenses incurred in connection with the establishment and maintenance of the ADS program.

## **PART II**

### **Item 13. Defaults, Dividend Arrearages and Delinquencies**

None.

### **Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds**

#### **Material Modifications to the Rights of Security Holders**

See "Item 10. Additional Information—Ordinary Shares" for a description of the rights of securities holders, which remain unchanged.

## Use of Proceeds

The following “Use of Proceeds” information relates to the registration statement on Form F-1, as amended (File Number 333-173548 ) (the “F-1 Registration Statement”) in relation to (i) our initial public offering of 42,898,711 ADSs representing 128,696,133 Class A ordinary shares, and the underwriters’ full exercise of their option to purchase from us an additional 7,965,000 ADSs representing 23,895,000 Class A ordinary shares, at an initial offering price of US\$14.00 per ADS, and (ii) an aggregate of 23,571,426 Class A ordinary shares which we sold in a private placement (the “concurrent private placement”) at a price of US\$4.67 per Class A ordinary share to a group of unrelated third-party investors consisting of entities affiliated with Alibaba Group, China Media Capital and CITIC Securities concurrently with, and subject to, the completion of our initial public offering. Our initial public offering and the concurrent private placement closed in May 2011. Morgan Stanley & Co. International plc, Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC were the representatives of the underwriters for our initial public offering.

We received net proceeds of approximately US\$777 million from our initial public offering and the concurrent private placement. For the period from May 4, 2011, the date the F-1 Registration Statement was declared effective by the SEC, to December 31, 2014, we used net proceeds from our initial public offering and the concurrent private placement primarily as follows:

- US\$3.2 million, US\$11.1 million and US\$92.2 million used in operating activities during 2011, 2012 and 2013 respectively.
- US\$79.8 million in the acquisition of 56.com;
- US\$69.8 million for an equity investment in Social Finance, Inc.;
- US\$26.6 million for a long-term investment in Mapbar Technology Limited;
- US\$80.0 million for a long-term investment in Japan Macro Opportunities Offshore Partners, LP;
- US\$240.9 million for share repurchases;
- US\$32.1 million for a property purchased in Shanghai;
- US\$35.0 million for an equity investment in shares and warrants issued by Snowball Finance Inc.;
- US\$17.2 million and US\$10.0 million for equity investment in Rise Companies Corp and Fundrise, L.P. respectively;
- US\$18.1 million for an equity investment in Eall Technology Limited; and
- US\$12.4 million for an equity investment in Koolray Vision Inc.

## Item 15. Controls and Procedures

### Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and acting chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report, as required by Rule 13a-15(b) under the Exchange Act. Based upon this evaluation, our management, with the participation of our chief executive officer and acting chief financial officer, has concluded that, as of the end of the period covered by this annual report, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in by the SEC’s rules and forms, and that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and acting chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

## **Management's Annual Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, for our company. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles, and includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of a company's assets, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that a company's receipts and expenditures are being made only in accordance with authorizations of a company's management and directors, and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of a company's assets that could have a material effect on the consolidated financial statements.

Due to its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance with respect to consolidated financial statement preparation and presentation, and may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act and related rules as promulgated by the SEC, our management assessed the effectiveness of our company's internal control over financial reporting as of December 31, 2014 using criteria established in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management has concluded that our company's internal control over financial reporting was effective as of December 31, 2014.

Our independent registered public accounting firm, Deloitte Touche Tohmatsu Certified Public Accountants LLP, has issued an attestation report on our internal control over financial reporting.

### **Report of Independent Registered Public Accounting Firm**

#### To The Board Of Directors And Shareholders Of Renren Inc.

We have audited the internal control over financial reporting of Renren Inc. (the "Company"), its subsidiaries, its variable interest entity ("VIEs") and its VIEs' subsidiaries (collectively, the "Group") as of December 31, 2014, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Group's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Group's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel 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 (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) 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 (3) 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 the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Group maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements, and financial statements schedule as of and for the year ended December 31, 2014 of the Group and our report dated April 16, 2015 expressed an unqualified opinion on those consolidated financial statements and financial statement schedule.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP  
Beijing, the People's Republic of China  
April 16, 2015

#### **Changes in Internal Control over Financial Reporting**

During the process of preparing our consolidated financial statements included in this annual report, a significant deficiency was identified related to the monitoring of the formal documentation of the board's preapproval for certain long-term investments in 2014. Accordingly, we established monitoring control in fiscal year 2015 to ensure that we properly conduct and document the formal board resolutions on preapproval for investments. We believe these actions could remedy the deficiency.

Except for the significant deficiency identified above, there were no other significant changes in our internal control over financial reporting during the years ended December 31, 2013 and 2014 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

#### **Limitations on the Effectiveness of Controls**

Management, including our chief executive officer and our acting chief financial officer, does not expect that our disclosure controls and procedures or internal control over financial reporting will prevent or detect all errors and all fraud. A control system cannot provide absolute assurance due to its inherent limitations; it is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. A control system also can be circumvented by collusion or improper management override. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of such limitations, disclosure controls and procedures and internal control over financial reporting cannot prevent or detect all misstatements, whether unintentional errors or fraud. However, these inherent limitations are known features of the financial reporting process, therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

**Item 16. Reserved**

**Item 16A. Audit Committee Financial Expert**

Our board of directors has determined that Mr. David Chao, an independent director (under the standards set forth in Section 303A of the Corporate Governance Rules of the NYSE and Rule 10A-3 under the Exchange Act) qualifies as an “audit committee financial expert.”

**Item 16B. Code of Ethics**

Our board has adopted a code of business conduct and ethics that provides that our directors and officers are expected to avoid any action, position or interest that conflicts with the interests of our company or gives the appearance of a conflict. Directors and officers have an obligation under our code of business conduct and ethics to advance our company’s interests when the opportunity to do so arises. We have posted a copy of our code of business conduct and ethics on our website at <http://www.renren-inc.com>.

**Item 16C. Principal Accountant Fees and Services**

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by Deloitte Touche Tohmatsu Certified Public Accountants LLP, our principal external auditors, for the periods indicated.

	<b>For the Year Ended December 31,</b>	
	<b>2013</b>	<b>2014</b>
	<b>(In thousands of US\$)</b>	
Audit fees <sup>(1)</sup>	1,255.5	1,230.0

(1) “Audit fees” means the aggregate fees billed or payable for professional services rendered by our independent auditors in connection with the audit of our consolidated financial statements or the review of our interim consolidated financial statements required for statutory or regulatory filings.

All audit and non-audit services provided by our independent auditors must be pre-approved by our audit committee.

**Item 16D. Exemptions from the Listing Standards for Audit Committees**

Not applicable.

**Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

On June 28, 2013, we announced that our board of directors had authorized a new share repurchase program for 12 months from June 28, 2013 to June 27, 2014. During this 12-month period, our company was authorized, but not obligated, to repurchase up to US\$100 million of our ADSs. By the completion of this share repurchase program on June 27, 2014, our company had purchased a total of 22,208,923 ADSs at an aggregate consideration of US\$69.3 million.

The following table sets forth information about our repurchases made in the year 2014 under the share repurchase program described in the paragraph above.

<b>Period</b>	<b>Total Number of ADSs Purchased</b>	<b>Average Price Paid per ADS (US\$)</b>	<b>Total Number of ADSs Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Maximum Dollar Value of ADSs that May Yet be Purchased Under the Plans or Programs (US\$)</b>
Month #1 (January 1, 2014 — January 31, 2014)	3,709,317	\$ 3.29	3,709,317	63,096,465
Month #2 (February 1, 2014 — February 28, 2014)	2,731,894	\$ 3.34	2,731,894	53,959,767
Month #3 (March 1, 2014 — March 31, 2014)	1,148,893	\$ 2.89	1,148,893	50,638,187
Month #4 (April 1, 2014 — April 30, 2014)	3,308,796	\$ 3.44	3,308,796	39,261,984
Month #5 (May 1, 2014 — May 31, 2014)	2,663,771	\$ 3.23	2,663,771	30,659,529
Month #6 (June 1, 2014 — June 28, 2014)	—	—	—	30,659,529
<b>Total</b>	<b>13,562,671</b>	<b>\$ 3.29</b>	<b>13,562,671</b>	

On May 21, 2014, we announced that our board of directors authorized a new share repurchase program for 12 months from June 28, 2014 to June 27, 2015. During this 12-month period, our company is authorized, but not obligated, to repurchase up to US\$100 million of our ADSs.

The following table sets forth information about our repurchases made in the year 2014 under the share repurchase program described in the paragraph above.

<b>Period</b>	<b>Total Number of ADSs Purchased</b>	<b>Average Price Paid per ADS (US\$)</b>	<b>Total Number of ADSs Purchased as Part of Publicly Announced Plan or Program</b>	<b>Maximum Dollar Value of ADSs that May Yet be Purchased Under the Plan or Program (US\$)</b>
Month #1 (June 28, 2014 — July 27, 2014)	265,970	\$ 3.31	265,970	99,120,355
Month #2 (July 28, 2014 — August 27, 2014)	149,465	\$ 3.14	149,465	98,650,467
Month #3 (August 28, 2014 — September 27, 2014)	3,638,803	\$ 3.41	3,638,803	86,226,942
Month #4 (September 28, 2014 — October 27, 2014)	5,412,366	\$ 3.32	5,412,366	68,251,410
Month #5 (October 28, 2014 — November 27, 2014)	696,872	\$ 3.43	696,872	65,861,538
Month #6 (November 28, 2014 — December 31, 2014)	3,183,232	\$ 2.68	3,183,232	57,317,182
<b>Total</b>	<b>13,346,708</b>	<b>\$ 3.20</b>	<b>13,346,708</b>	

In addition, during the course of the administration of our equity incentive plans, we have, from time to time, canceled or repurchased restricted shares or other securities held by employees or other participants of our equity incentive plans.

**Item 16F. Change in Registrant's Certifying Accountant**

Not applicable.

**Item 16G. Corporate Governance**

Section 303A.12(a) of the NYSE Listed Company Manual requires each listed company's chief executive officer to certify to the NYSE each year that he or she is not aware of any violation by the company of NYSE corporate governance listing standards. We are a Cayman Islands company, and our chief executive officer is not required under applicable Cayman Islands law to make such a certification. Pursuant to the exception granted to foreign private issuers under Section 303A.00 of the NYSE Listed Company Manual, we have followed our home country practice in this regard and have not in the past submitted the certification set forth in Section 303A.12(a) of the NYSE Listed Company Manual.

Section 303A.07(a) of the NYSE Listed Company Manual requires the audit committee to have a minimum of three members. We are a Cayman Islands company, and our audit committee is not required under applicable Cayman Islands law to have a minimum of three members. Pursuant to the exception granted to foreign private issuers under Section 303A.00 of the NYSE Listed Company Manual, we have followed our home country practice in this regard and our audit committee may have fewer than three members.

Other than the requirements discussed above, there are no significant differences between our corporate governance practices and those followed by domestic listed companies as required under the NYSE Listed Company Manual.

**Item 16H. Mine Safety Disclosure**

Not applicable.

**PART III**

**Item 17. Financial Statements**

We have elected to provide financial statements pursuant to Item 18.

**Item 18. Financial Statements**

The consolidated financial statements of Renren Inc. and its subsidiaries and consolidated affiliated entities are included at the end of this annual report.

In accordance with Regulation S-X Rule 3-09, the following documents of Japan Macro Opportunities Offshore Partners, L.P are included at the end of this annual report:

- financial statements as of and for the year ended December 31, 2012;
- financial statements as of and for the year ended December 31, 2013, and independent auditors' report; and
- financial statements as of and for the year ended December 31, 2014, and independent auditors' report.

**Item 19. Exhibits**

<b>Exhibit Number</b>	<b>Description of Document</b>
1.1	Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 3.2 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
2.1	Specimen American depositary receipt of the Registrant (incorporated by reference to Exhibit 4.1 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
2.2	Specimen Class A ordinary share certificate of the Registrant (incorporated by reference to Exhibit 4.2 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
2.3	Deposit Agreement, dated as of May 4, 2011, by and among the Registrant, Citibank, N.A., as depositary, and the holders of the American Depositary Receipts (incorporated by reference to Exhibit 4.3 to our Registration Statement on Form S-8 (file no. 333-177366), filed with the SEC on October 18, 2011).
2.4	Amended and Restated Investors' Rights Agreement between the Registrant and other parties therein, dated as of April 4, 2008, as amended (incorporated by reference to Exhibit 4.6 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).

<b>Exhibit Number</b>	<b>Description of Document</b>
2.5	Form of Registration Rights Agreement between the Registrant and other parties therein (incorporated by reference to Exhibit 10.21 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.1	2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.2	2008 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.3	2009 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.4	2011 Share Incentive Plan (incorporated by reference to Exhibit 10.4 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.5	Form of Indemnification Agreement between the Registrant and its directors and officers (incorporated by reference to Exhibit 10.5 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.6	Form of Employment Agreement between the Registrant and the officers of the Registrant (incorporated by reference to Exhibit 10.6 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.7	Business Operations Agreement, dated as of December 23, 2010, between Qianxiang Shiji, Qianxiang Tiancheng and the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.7 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.8	Amended and Restated Equity Option Agreements, dated as of December 23, 2010, between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.8 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.9	Amended and Restated Equity Interest Pledge Agreements, dated as of December 23, 2010, between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.9 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.10	Power of Attorney, dated as of December 23, 2010, by the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.10 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.11	Spousal Consents, dated as of December 23, 2010, by the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.11 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.12	Amended and Restated Loan Agreements, dated as of December 23, 2010, between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.12 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.13	Amended and Restated Exclusive Technical Service Agreement, dated as of December 23, 2010, between Qianxiang Shiji and Qianxiang Tiancheng (incorporated by reference to Exhibit 10.13 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).



<b>Exhibit Number</b>	<b>Description of Document</b>
4.14	Amended and Restated Intellectual Property Right License Agreement, dated as of December 23, 2010, between Qianxiang Shiji and Qianxiang Tiancheng (incorporated by reference to Exhibit 10.14 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
4.15	Loan Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and Chuan He (incorporated by reference to Exhibit 4.28 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.16	Loan Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and James Jian Liu (incorporated by reference to Exhibit 4.29 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.17	Business Operations Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd., Shanghai Renren Games Technology Development Co., Ltd., Chuan He and James Jian Liu (incorporated by reference to Exhibit 4.30 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.18	Proxy Agreement and Power of Attorney, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd., Shanghai Renren Games Technology Development Co., Ltd., Chuan He and James Jian Liu (incorporated by reference to Exhibit 4.31 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.19	Spousal Consent issued by Jianghao Leng, as the lawful spouse of Chuan He, and Yan Chen, as the lawful spouse of James Jian Liu, both dated November 30, 2012 (incorporated by reference to Exhibit 4.32 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.20	Exclusive Technology Support and Technology Service Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and Shanghai Renren Games Technology Development Co., Ltd. (incorporated by reference to Exhibit 4.33 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.21	Intellectual Property Right License Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and Shanghai Renren Games Technology Development Co., Ltd. (incorporated by reference to Exhibit 4.34 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.22	Equity Interest Pledge Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and Chuan He (incorporated by reference to Exhibit 4.35 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.23	Equity Interest Pledge Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and James Jian Liu (incorporated by reference to Exhibit 4.36 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.24	Equity Option Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and Chuan He (incorporated by reference to Exhibit 4.37 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).

<b>Exhibit Number</b>	<b>Description of Document</b>
4.25	Equity Option Agreement, dated November 30, 2012, between Renren Games Network Technology Development (Shanghai) Co., Ltd. and James Jian Liu (incorporated by reference to Exhibit 4.38 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.26	Link224 Inc. 2013 Share Incentive Plan (incorporated by reference to Exhibit 4.39 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 23, 2013).
4.27	Share Purchase Agreement by and among the Registrant, Nuomi Holdings Inc. and Baidu Holdings Limited, dated as of August 23, 2013 (incorporated by reference to Exhibit 4.27 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 29, 2014).
4.28	Share Purchase Agreement by and among the Registrant, Nuomi Holdings Inc. and Baidu Holdings Limited, dated as of January 22, 2014 (incorporated by reference to Exhibit 4.28 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 29, 2014).
4.29	Power of Attorney, dated December 4, 2013, by Huang Hui (incorporated by reference to Exhibit 4.32 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 29, 2014).
4.30	Power of Attorney, dated December 4, 2013, by Liu Jian (incorporated by reference to Exhibit 4.33 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 29, 2014).
4.31	Spousal Consent issued by Jonathan Gentile Anderson, as the lawful spouse of Huang Hui, and Chen Yan, as the lawful spouse of Liu Jian, both dated December 4, 2013 (incorporated by reference to Exhibit 4.34 to our annual report on Form 20-F (file no. 001-35147), filed with the SEC on April 29, 2014).
4.32*	Loan Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jing Yang
4.33*	Loan Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jian Liu
4.34*	Business Operations Agreement, dated May 22, 2014, by and among Beijing Jingwei Sinan Information Technology Co., Ltd., Beijing Jingwei Zhihui Information Technology Co., Ltd., Jing Yang and Jian Liu
4.35*	Power of Attorney, dated May 22, 2014, by Jing Yang
4.36*	Power of Attorney, dated May 22, 2014, by Jian Liu
4.37*	English translation of Spousal Consents, by Joseph Chen, as the lawful spouse of Jing Yang, and Yan Chen, as the lawful spouse of James Jian Liu, both dated May 22, 2014
4.38*	Exclusive Technology Support and Technology Service Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Beijing Jingwei Zhihui Information Technology Co., Ltd.
4.39*	Intellectual Property Right License Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Beijing Jingwei Zhihui Information Technology Co., Ltd.
4.40*	English translation of Equity Interest Pledge Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jing Yang
4.41*	English translation of Equity Interest Pledge Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jian Liu

<b>Exhibit Number</b>	<b>Description of Document</b>
4.42*	Equity Option Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jing Yang
4.43*	Equity Option Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jian Liu
4.44*	English translation of Framework Purchase Agreement, dated October 28, 2014, by and among the Registrant, Beijing Wole Information Technology Co., Ltd., Jian Liu, Hui Huang, Guanzhou Qianjun Internet Technology Co., Ltd. and Tianjin Jinhu Media Co., Ltd.
4.45*	English translation of Amendment to Framework Purchase Agreement, dated December 1, 2014, by and among the Registrant, Beijing Wole Information Technology Co., Ltd., Jian Liu, Hui Huang, Guanzhou Qianjun Internet Technology Co., Ltd. and Tianjin Jinhu Media Co., Ltd.
4.46*	English translation of Business Cooperation Agreement, dated December 1, 2014, by and among Beijing Wole Information Technology Co., Ltd., Guanzhou Qianjun Internet Technology Co., Ltd., Beijing Qianxiang Wangjing Technology Development Co., Ltd. and Tianjin Jinhu Media Co., Ltd.
4.47*	English translation of Service Agreement, dated December 1, 2014, by and among Beijing Wole Information Technology Co., Ltd., Guanzhou Qianjun Internet Technology Co., Ltd., Beijing Qianxiang Wangjing Technology Development Co., Ltd. and Tianjin Jinhu Media Co., Ltd.
8.1*	Subsidiaries of the Registrant
11.1	Code of Business Conduct and Ethics of the Registrant (incorporated by reference to Exhibit 99.1 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).
12.1*	Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2*	Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1**	Certification by Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2**	Certification by Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1*	Consent of Deloitte Touche Tohmatsu Certified Public Accountants LLP
15.2*	Consent of TransAsia Lawyers
15.3*	Consent of Maples and Calder
15.4*	Consent of Deloitte & Touche
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

<b>Exhibit Number</b>	<b>Description of Document</b>
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

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\* Filed herewith.

\*\* Furnished herewith.

**SIGNATURES**

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Renren Inc.

By: /s/ Joseph Chen

Name: Joseph Chen  
Title: Chairman of the Board of Directors and Chief  
Executive officer

Dated: April 16, 2015

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2012, 2013 and 2014**

RENREN INC.

Report and Consolidated Financial Statements  
For the years ended December 31, 2012, 2013 and 2014

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RENREN INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2012, 2013 and 2014

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

**TO THE BOARD OF DIRECTORS AND SHAREHOLDERS OF RENREN INC.**

We have audited the accompanying consolidated balance sheets of Renren Inc., and its subsidiaries, its variable interest entities and the subsidiaries of variable interest entities (collectively the "Group") as of December 31, 2013 and 2014, and the related consolidated statements of operations, comprehensive income (loss), changes in equity (deficit) and cash flows for each of the three years in the period ended December 31, 2014, and the related financial statement schedule included in Schedule I. These consolidated financial statements and financial statement schedule are the responsibility of the Group's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Group as of December 31, 2013 and 2014, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the related financial statement schedule, when considered in relation to such consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Group's internal control over financial reporting as of December 31, 2014, based on the criteria established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated April 16, 2015 expressed an unqualified opinion on the Group's internal control over financial reporting.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP  
Beijing, the People's Republic of China  
April 16, 2015



RENREN INC.

CONSOLIDATED BALANCE SHEETS

(In thousands of US dollars, except share data and per share data, or otherwise noted)

	As of December 31,	
	2013	2014
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 154,308	\$ 183,025
Term deposits	492,699	494,065
Short-term investments	301,995	29,384
Accounts and notes receivable (net of allowances of \$1,143 and \$2,946 as of December 31, 2013 and 2014, respectively)	15,958	18,044
Prepaid expenses and other current assets	34,080	37,638
Amounts due from related parties	62,411	1,047
Deferred tax assets-current	628	-
Equity method investment- current	60,508	-
Total current assets	<u>1,122,587</u>	<u>763,203</u>
Property and equipment, net	58,560	43,690
Intangible assets, net	27,397	2
Goodwill	61,407	-
Long-term investments	107,842	320,414
Deferred tax assets-noncurrent	1,109	-
Other non-current assets	6,784	21,844
<b>TOTAL ASSETS</b>	<u>\$ 1,385,686</u>	<u>\$ 1,149,153</u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable (including accounts payable of the consolidated VIEs without recourse to Renren Inc. of \$9,002 and \$5,176 as of December 31, 2013 and 2014, respectively)	\$ 10,170	\$ 5,501
Accrued expenses and other payables (including accrued expenses and other payables of the consolidated VIEs without recourse to Renren Inc. of \$29,463 and \$16,324 as of December 31, 2013 and 2014, respectively)	33,314	24,094
Amounts due to related parties (including amount due to a related party of the consolidated VIEs without recourse to Renren Inc. of \$178 and \$303 as of December 31, 2013 and 2014, respectively)	61,062	303
Deferred revenue and advance from customers (including deferred revenue and advance from customers of the consolidated VIEs without recourse to Renren Inc. of \$8,003 and \$6,212 as of December 31, 2013 and 2014, respectively)	8,639	6,917
Income tax payable (including income tax payable of the consolidated VIEs without recourse to Renren Inc. of \$2,066 and \$3,165 as of December 31, 2013 and 2014, respectively)	2,077	9,229
Total current liabilities	<u>115,262</u>	<u>46,044</u>
Long-term liabilities:		
Other non-current liabilities (including other non-current liabilities of the Consolidated VIE's without recourse to Renren Inc. of \$156 and \$nil as of December 31, 2013 and 2014, respectively)	156	730
<b>TOTAL LIABILITIES</b>	<u>\$ 115,418</u>	<u>\$ 46,774</u>

RENREN INC.

**CONSOLIDATED BALANCE SHEETS - continued**  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	As of December 31,	
	2013	2014
Commitments and contingency (Note 22)		
Equity:		
Class A ordinary shares, \$0.001 par value, 3,000,000,000 shares authorized, 789,976,372 and 720,040,971 shares issued and outstanding as of December 31, 2013 and 2014, respectively	\$ 790	\$ 720
Class B ordinary shares, \$0.001 par value, 500,000,000 shares authorized, 305,388,450 and 305,388,450 shares issued and outstanding as of December 31, 2013 and 2014, respectively	305	305
Additional paid-in capital	1,285,283	1,224,393
Accumulated deficit	(197,726)	(137,266)
Statutory reserves	6,712	6,712
Accumulated other comprehensive income	174,781	7,774
Total Renren Inc. shareholders' equity	1,270,145	1,102,638
Noncontrolling interest	123	(259)
Equity	1,270,268	1,102,379
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 1,385,686</b>	<b>\$ 1,149,153</b>

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2012	2013	2014
Net revenues	\$ 154,827	\$ 147,947	\$ 82,954
Cost of revenues	49,794	54,280	47,972
Gross profit	105,033	93,667	34,982
Operating expenses:			
Selling and marketing	47,926	62,198	38,340
Research and development	71,558	77,956	50,675
General and administrative	33,577	49,275	51,429
Impairment of intangible assets	-	208	714
Impairment of goodwill	-	-	46,864
Restructuring cost	-	3,475	6,354
Total operating expenses	153,061	193,112	194,376
Loss from operations	48,028	99,445	159,394
Other income	2,446	1,039	636
Exchange (loss) gain on offshore bank accounts	(1,769)	1,476	(2,277)
Interest income	20,029	12,778	12,677
Realized gain on short-term investments	4,317	56,022	139,265
Impairment of short-term investments	-	(2,098)	-
Impairment of equity method investments	-	(23,025)	-
Loss before provision of income tax and earnings (loss) in equity method investments and noncontrolling interest, net of tax	(23,005)	(53,253)	(9,093)
Income tax (expenses) benefit	(1,384)	3,980	(6,517)
(Loss) before earnings (loss) in equity method investments and noncontrolling interest, net of tax	(24,389)	(49,273)	(15,610)
Earnings (loss) in equity method investments, net of tax	(7,471)	20,317	49,015
Income (loss) from continuing operations	(31,860)	(28,956)	33,405
Discontinued operations:			
Loss from the operations of the discontinued operations, net of tax benefits of \$464, \$3,473 and \$321 for the years ended December 31, 2012, 2013 and 2014, respectively	(43,193)	(40,068)	(30,809)
Gain on deconsolidation of the subsidiaries, net of tax of \$nil for the years ended December 31, 2012, 2013 and 2014, respectively	-	132,665	489
Gain on disposal of equity method investment, net of tax expense of \$nil, \$nil and \$6,027 for the years ended December 31, 2012, 2013 and 2014, respectively	-	-	56,993
Gain (loss) from discontinued operations, net of tax expense (benefits) of \$(464), \$(3,473) and \$5,706 for the years ended December 31, 2012, 2013 and 2014, respectively	(43,193)	92,597	26,673
Net income (loss)	(75,053)	63,641	60,078
Net loss attributable to the noncontrolling interest	27	92	382
Net income (loss) from continuing operations attributable to Renren Inc.	(31,833)	(28,864)	33,787
Net income (loss) from discontinued operations attributable to Renren Inc.	(43,193)	92,597	26,673
Net income (loss) attributable to Renren Inc.	\$ (75,026)	\$ 63,733	\$ 60,460

RENREN INC.

**CONSOLIDATED STATEMENTS OF OPERATIONS - continued**  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2012	2013	2014
Net income (loss) per share:			
Net income (loss) per share from continuing operations attributable to Renren Inc. shareholders:			
Basic	\$ (0.03)	\$ (0.03)	\$ 0.03
Diluted	\$ (0.03)	\$ (0.03)	\$ 0.03
Net income (loss) per share from discontinued operations attributable to Renren Inc. shareholders:			
Basic	\$ (0.04)	\$ 0.08	\$ 0.03
Diluted	\$ (0.04)	\$ 0.08	\$ 0.03
Net income (loss) per share attributable to Renren Inc. shareholders:			
Basic	\$ (0.07)	\$ 0.06	\$ 0.06
Diluted	\$ (0.07)	\$ 0.06	\$ 0.06
Weighted average number of shares used in calculating net income (loss) per share from continuing operations attributable to Renren Inc. shareholders:			
Basic	1,151,659,545	1,118,091,879	1,059,446,436
Diluted	1,151,659,545	1,118,091,879	1,067,631,709
Weighted average number of shares used in calculating net income (loss) per share from discontinued operations attributable to Renren Inc. shareholders:			
Basic	1,151,659,545	1,118,091,879	1,059,446,436
Diluted	1,151,659,545	1,130,739,922	1,067,631,709

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME**  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2012	2013	2014
Net income (loss)	\$ (75,053)	\$ 63,641	\$ 60,078
Other comprehensive (loss) income, net of tax:			
Foreign currency translation	1,289	4,805	(5,039)
Net unrealized gain (loss) on available-for-sale investments, net of tax of \$nil for the years ended December 31, 2012, 2013 and 2014, respectively	32,374	183,932	13,223
Transfer to statements of operations of realized gain on available-for-sale securities, net of tax of \$nil for the years ended December 31, 2012, 2013 and 2014, respectively	(1,283)	(55,768)	(175,191)
Transfer to statements of operations as a result of other-than-temporary impairment of short-term investments, net of tax of \$nil	-	2,098	-
Other comprehensive (loss) income	32,380	135,067	(167,007)
Comprehensive (loss) income	(42,673)	198,708	(106,929)
Less: Comprehensive loss attributable to noncontrolling interest	27	92	382
Comprehensive (loss) income attributable to Renren Inc.	\$ (42,700)	\$ 198,800	\$ (106,547)

See the accompanying notes to consolidated financial statements.

RENREN INC.

**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Class A ordinary shares		Class B ordinary shares		Treasury shares		Additional paid-in capital	Subscription receivable	Accumulated deficit	Statutory reserves	Accumulated other comprehensive income	Total Renren Inc.'s equity	Non- controlling interest	Total equity
	Shares	Amount	Shares	Amount	Shares	Amount								
Balance at January 1, 2012	770,912,350	\$ 771	398,763,450	\$ 399	(18,267,684)	\$ (25,597)	\$ 1,407,059	-	\$ (183,228)	\$ 3,507	\$ 7,334	\$ 1,210,245	\$ 300	\$ 1,210,545
Stock-based compensation	-	-	-	-	-	-	10,897	-	-	-	-	10,897	-	10,897
Other comprehensive income	-	-	-	-	-	-	-	-	-	-	32,380	32,380	-	32,380
Net loss	-	-	-	-	-	-	-	-	(75,026)	-	-	(75,026)	(27)	(75,053)
Provision of statutory reserves	-	-	-	-	-	-	-	-	(3,205)	3,205	-	-	-	-
Exercise of share option and restricted shares vesting	13,189,706	13	3,916,667	4	-	-	3,571	-	-	-	-	3,588	-	3,588
Repurchase of ordinary shares	(54,253,314)	(54)	-	-	(54,253,314)	(76,131)	1,100	-	-	-	-	(75,085)	-	(75,085)
Advances to shareholders	-	-	-	-	-	-	(1,605)	-	-	-	-	(1,605)	-	(1,605)
Cancellation of treasury shares	-	-	-	-	72,520,998	101,728	(101,728)	-	-	-	-	-	-	-
Acquisition 35% noncontrolling interest in Qingting	-	-	-	-	-	-	(250)	-	-	-	-	(250)	(287)	(537)
Share subscription receivables of JiehunChina	-	-	-	-	-	-	-	(229)	-	-	-	(229)	229	-
Balance at December 31, 2012	729,848,742	\$ 730	402,680,117	\$ 403	-	-	\$ 1,319,044	\$ (229)	\$ (261,459)	\$ 6,712	\$ 39,714	\$ 1,104,915	\$ 215	\$ 1,105,130
Stock-based compensation	-	-	-	-	-	-	16,138	-	-	-	-	16,138	-	16,138
Other comprehensive income	-	-	-	-	-	-	-	-	-	-	135,067	135,067	-	135,067
Net income	-	-	-	-	-	-	-	-	63,733	-	-	63,733	(92)	63,641
Exercise of share option and restricted shares vesting	16,763,199	17	2,708,333	2	-	-	4,013	-	-	-	-	4,032	-	4,032
Repurchase of ordinary shares	(56,635,569)	(57)	-	-	-	-	(55,517)	-	-	-	-	(55,574)	-	(55,574)
Transfer Class B shares to Class A shares	100,000,000	100	(100,000,000)	(100)	-	-	-	-	-	-	-	-	-	-
Bad debt provision of share subscription receivables	-	-	-	-	-	-	-	229	-	-	-	229	-	229
Receipt of repayment from shareholder	-	-	-	-	-	-	1,605	-	-	-	-	1,605	-	1,605
Balance at December 31, 2013	789,976,372	\$ 790	305,388,450	\$ 305	-	-	\$ 1,285,283	-	\$ (197,726)	\$ 6,712	\$ 174,781	\$ 1,270,145	\$ 123	\$ 1,270,268
Stock-based compensation	-	-	-	-	-	-	23,604	-	-	-	-	23,604	-	23,604
Other comprehensive income	-	-	-	-	-	-	-	-	-	-	(167,007)	(167,007)	-	(167,007)
Net income	-	-	-	-	-	-	-	-	60,460	-	-	60,460	(382)	60,078
Exercise of share option and restricted shares vesting	10,792,736	11	-	-	-	-	2,748	-	-	-	-	2,759	-	2,759
Repurchase of ordinary shares	(80,728,137)	(81)	-	-	-	-	(87,242)	-	-	-	-	(87,323)	-	(87,323)
Balance at December 31, 2014	720,040,971	\$ 720	305,388,450	\$ 305	-	-	\$ 1,224,393	-	\$ (137,266)	\$ 6,712	\$ 7,774	\$ 1,102,638	\$ (259)	\$ 1,102,379

The accompanying notes are integral part of these consolidated financial statements.

RENREN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS  
(In thousands of US dollars, or otherwise noted)

	Years ended December 31,		
	2012	2013	2014
Cash flows from operating activities:			
Net income (loss)	\$ (75,053)	\$ 63,641	\$ 60,078
Adjustments to reconcile net income (loss) to net cash used in operating activities:			
Share-based compensation expense	10,897	16,138	21,649
Gain on deconsolidation of subsidiaries	-	(132,665)	(489)
Gain on disposal of equity method investment	-	-	(56,993)
Depreciation and amortization	16,138	19,188	18,488
Exchange loss (gain) on offshore accounts	1,769	(1,476)	2,277
Impairment on intangible assets	-	208	15,461
Impairment on equity method investments	-	23,025	-
Impairment on short-term investments	-	2,098	-
Impairment on goodwill	-	-	46,864
Impairment on long lived assets	-	90	-
Provision for doubtful accounts-accounts receivable	1,357	813	2,090
Provision for other current assets	3,543	146	-
Provision for advance to supplier	1,020	252	305
Provision for subscription receivable	-	229	-
Loss (gain) on disposal of equipments	128	(86)	1,797
Gain on short-term investments and fair value change of derivatives	(4,317)	(56,022)	(139,265)
(Earnings) loss in equity method investments	7,471	(20,317)	(49,015)
Changes in operating assets and liabilities:			
Accounts and notes receivable	(4,639)	1,631	(6,480)
Prepaid expenses and other current assets	4,199	(19,625)	(9,740)
Other non-current assets	(5,054)	(488)	3,164
Intercompany loan to Qianjun Technology (see Note 4.3)	-	-	21,831
Accounts payable	15,933	2,213	762
Amounts due from/to related parties	341	13,063	61,404
Accrued expenses and other payables	11,603	3,861	(6,509)
Deferred revenue and advance from customers	3,104	(848)	(1,195)
Other non-current liabilities	-	156	(152)
Income tax payable	(494)	1,054	1,614
Deferred income taxes	967	(8,472)	4,576
Capital distribution received from Japan Macro	-	19,158	63,917
Net cash provided by (used in) operating activities	(11,087)	(73,035)	56,439
Cash flows from investing activities:			
(Increase) decrease in term deposits	150,911	58,235	(3,414)
Proceeds from sale of available for sale securities	81,136	118,958	415,528
Proceeds from sale of derivative financial instruments	1,297	959	80,861
Proceeds from principal return on			
Series 2012-A Senior Secured Refi Loan Notes	414	1,353	1,370
Proceeds from sale of subsidiary, net cash disposed	-	-	3,001
Proceeds from sale of equity method investment	-	-	46,484
Capital distribution received from equity method investees	-	-	74,721
Dividend received from available for sale securities	-	-	1,050
Purchase of available for sale securities	(140,677)	(88,681)	(129,407)
Purchase of derivative financial instruments	-	(1,999)	(118,470)
Purchase of equity method investments, call option and warrant	(55,155)	(20,000)	(212,763)
Purchase of cost method investment	-	(116)	(31,969)
Purchases of Series 2012-A Senior Secured Refi Loan Notes	(10,000)	-	-
Proceeds from disposal of equipment	-	338	386
Purchases of equipment and property	(39,639)	(29,077)	(8,028)
Purchases of intangible assets	(1,029)	(1,349)	(1,574)
Cash disposed of from deconsolidation of subsidiaries	-	(18,637)	-

RENREN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS - continued  
(In thousands of US dollars, or otherwise noted)

	Years ended December 31,		
	2012	2013	2014
Cash consideration received from disposition of Qingting	-	81	-
Loan to third parties	-	-	(8,561)
Net cash provided by (used in) investing activities	(12,742)	20,065	109,215
Cash flows from financing activities:			
Repurchase of ordinary shares	(53,630)	(55,575)	(76,462)
Deposits for share repurchase	-	(10,860)	-
Proceeds from exercise of share options	1,898	2,913	2,514
Advances to nominee shareholders of Jiexi Haohe	(1,605)	-	-
Contribution from nominee shareholders of Jiexi Haohe	-	1,605	-
Proceeds from the issuance of promissory note issued to Nuomi Inc.	-	60,884	-
Repayment of promissory note issued to Nuomi Inc.	-	-	(60,884)
Consideration paid for acquiring 35% noncontrolling interest in Qingting	(555)	-	-
Net cash used in financing activities	(53,892)	(1,033)	(134,832)
Net increase (decrease) in cash and cash equivalents	(77,721)	(54,003)	30,822
Cash and cash equivalents at beginning of year	284,643	207,438	154,308
Effect of exchange rate changes	516	873	(2,105)
Cash and cash equivalents at end of year	\$ 207,438	\$ 154,308	\$ 183,025
Supplemental schedule of cash flows information:			
Income taxes paid	\$ 481	\$ 11	\$ 11
Schedule of non-cash activities:			
Non-cash capital contribution by noncontrolling shareholder of JiehunChina	\$ 229	-	-
Payable for acquisition of property, plant and equipments included in accrued expenses and other liabilities	\$ 847	\$ 319	-
Acquisition of property, plant and equipments and other intangible assets through utilization of deposits	\$ 5,391	\$ 15,246	\$ 1,514
Repurchase of ordinary shares through utilization of deposits	\$ 21,455	-	\$ 10,860

The accompanying notes are an integral part of these consolidated financial statements.



RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2012, 2013 AND 2014  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES

Renren Inc. (the "Company"), incorporated in the Cayman Islands, and its consolidated subsidiaries, variable interest entities ("VIEs") and VIEs' subsidiaries (collectively referred to as the "Group") are primarily engaged in the operation of social networking internet platform ("SNS"), provision of online advertising services, internet value-added services ("IVAS"), including online talent show, VIP memberships and other IVAS, etc. and online gaming operations, through its platform, in the People's Republic of China (the "PRC").

As of December 31, 2014, Renren Inc.'s subsidiaries, VIEs and VIEs' subsidiaries are as follows:

Name of Subsidiaries	Later of date of incorporation or acquisition	Place of incorporation	Percentage of legal ownership by Renren Inc.	Principal activities
<i>Subsidiaries:</i>				
CIAC/ChinaInterActiveCorp ("CIAC")	August 5, 2005	Cayman Islands	100%	Investment holding
Renren-Jingwei Inc.	March 7, 2011	Cayman Islands	100%	Inactive
Link224 Inc.	May 31, 2011	Cayman Islands	100%	Investment holding
Renren Lianhe Holdings Wole Inc.	September 2, 2011	Cayman Islands	100%	Investment holding
JiehunChina Inc. ("JiehunChina")	October 27, 2011	Cayman Islands	100%	Investment holding
Renren Giant Way Limited ("Renren Giant Way")	June 14, 2011	Cayman Islands	85.43%	Investment holding
Renren Finance, Inc.	May 17, 2012	Hong Kong	100%	Investment holding
Funall Technology Inc.	December 15, 2014	Cayman Islands	100%	Inactive
Xin Ditu Holdings	January 5, 2011	Cayman Islands	100%	Investment holding
Renren Study Inc.	September 7, 2011	Cayman Islands	100%	Investment holding
Jingwei Inc. Limited	April 5, 2012	Cayman Islands	100%	Investment holding
Happy Link Corporation Limited	July 16, 2012	Cayman Islands	100%	Inactive
Renren Game HongKong Limited ("Game HK")	May 7, 2011	Hong Kong	85.43%	Investment holding
Jupiter Way Limited ("Jupiter Way").	March 8, 2012	Hong Kong	100%	Investment holding
Renren Game Japan Inc.	July 16, 2012	Hong Kong	100%	Inactive
Renren Game Korea Co., Ltd	August 22, 2011	Japan	100%	Online Games
Funall Technology Development (Taiwan) Co., Ltd.	September 30, 2011	Korea	100%	Online Games
Renren Game USA Inc.	September 6, 2010	Taiwan	100%	Online Games
Appurdity Inc.	March 8, 2012	USA	100%	Online Games
Qianxiang Shiji Technology Development (Beijing) Co., Ltd. ("Qianxiang Shiji")	September 7, 2012	USA	100%	Internet business
Beijing Wole Information Technology Co. Ltd. ("Beijing Wole")	March 21, 2005	PRC	100%	Investment holding
Renren Game Network Technology Development (Shanghai) Co., Ltd. ("Renren Network")	October 27, 2011	PRC	100%	Investment holding
Beijing Jiexi Shiji Technology Development Co., Ltd. ("Jiexi Shiji")	November 30, 2012	PRC	100%	Investment holding
Renren Huijin (Tianjin) Technology Co., Ltd. ("Huijin")	April 26, 2012	PRC	85.43%	Investment holding
Joy Interactive (Beijing) Technology Development Co., Ltd.	October 10, 2012	PRC	100%	Investment holding
Beijing Jingwei Sinan Information Technology Co., Ltd	April 24, 2013	PRC	100%	Online Games
	May 22, 2014	PRC	100%	Investment holding
<i>Variable Interest Entities:</i>				
Beijing Qianxiang Tiancheng Technology Development Co., Ltd. ("Qianxiang Tiancheng")	October 28, 2002	PRC	N/A	IVAS business
Shanghai Renren Games Technology Development Co., Ltd. ("Renren Games")	November 15, 2012	PRC	N/A	Online Games
Jiexi Haohe (Beijing) Technology Development Co.,Ltd. ("Jiexi Haohe")	February 5, 2013	PRC	N/A	IVAS business
Beijing Jingwei Zhihui Information Technology Co., Ltd	March 19, 2014	PRC	N/A	Internet Business
Guangzhou Xiuxuan Brokers Co., Ltd.	September 22, 2014	PRC	N/A	IVAS business
<i>Subsidiaries of Variable Interest Entities:</i>				
Beijing Qianxiang Wangjing Technology Development Co., Ltd. ("Qianxiang Wangjing")	November 11, 2008	PRC	N/A	Internet business
Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. ("Shanghai Changda")	October 25, 2010	PRC	N/A	Internet business
Beijing Wole Shijie Information Technology Co., Ltd. ("Wole Shijie")	October 27, 2011	PRC	N/A	Technology development and service
Suzhou Sijifeng Internet Information Technology Development Co., Ltd.	March 22, 2012	PRC	N/A	Online Games
Beijing Qilin Wings Technology Development Co., Ltd..	January 16, 2013	PRC	N/A	Internet business
Tianjin Joy Interactive Technology Development Co., Ltd..	March 29, 2013	PRC	N/A	Online Games
Beijing Wanmen Education Technology Co., Ltd	May 19, 2014	PRC	N/A	Internet Business
Beijing Zhenzhong Interactive Information Technology Co., Ltd	December 23, 2014	PRC	N/A	Internet Business

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

*The VIE arrangements*

PRC regulations currently limit direct foreign ownership of business entities providing value-added telecommunications services, online advertising services, online game and internet services in the PRC where certain licenses are required for the provision of such services. To comply with these PRC regulations, the Company currently conducts substantially all of its businesses through two VIEs and their respective subsidiaries including Qianxiang Tiancheng and Renren Games. Qianxiang Tiancheng is mainly engaged in the provision of online advertising and IVAS. Renren Games is primarily engaged in the provision of online gaming.

Qianxiang Shiji, a wholly owned subsidiary of CIAC ("WFOE"), Renren Network, a wholly owned subsidiary of Game HK ("WFOE"), entered into a series of contractual arrangements with the VIEs that enable the Company to (1) have power to direct the activities that most significantly affects the economic performance of the VIEs, and (2) receive the economic benefits of the VIEs that could be significant to the VIEs. Accordingly, the Company is considered the primary beneficiary of the VIEs and has consolidated the VIEs' financial results of operations, assets and liabilities in the Company's consolidated financial statements. In making the conclusion that the Company is the primary beneficiary of the VIEs, the Company believes the Company's rights under the terms of the exclusive option agreement and power of attorney are substantive given the substantive participating rights held by Sofbank as it relates to operating matters, which provide it with a substantive kick out right.

More specifically, the Company believes the terms of the contractual agreements are valid, binding and enforceable under PRC laws and regulations currently in effect. In particular the Company also believes that the minimum amount of consideration permitted by the applicable PRC law to exercise the exclusive option does not represent a financial barrier or disincentive for the Company to currently exercise its rights under the exclusive option agreement. A simple majority vote of the Company's board of directors is required to pass a resolution to exercise the Company's rights under the exclusive option agreement, for which Mr. Joe Chen's consent is not required. The Company's rights under the exclusive option agreement give the Company the power to control the shareholders of the VIEs and thus the power to direct the activities that most significantly impact VIEs' economic performance. In addition, the Company's rights under the powers of attorney also reinforce the Company's abilities to direct the activities that most significantly impact the VIEs' economic performance. The Company also believes that this ability to exercise control ensures that the VIEs will continue to execute and renew service agreements and pay service fees to the Company. By charging service fees in whatever amounts the Company deems fit, and by ensuring that service agreements are executed and renewed indefinitely, the Company has the rights to receive substantially all of the economic benefits from the VIEs.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

*The VIE arrangements* - continued

The VIEs hold the requisite licenses and permits necessary to conduct the Company's business.

The contractual agreements below provide the Company with the power to direct the activities that most significantly affect the economic performance of the VIEs and enable the Company to receive substantially all of economic benefits and absorb the losses of the VIEs.

- (1) *Power of Attorney*: WFOEs hold irrevocable power of attorney executed by the legal owners of the VIEs to exercise their voting rights on, including but not limited to dividend declaration, all matters at meetings of the legal owners of the VIEs and through such power of attorney has the right to control the operations of the VIEs. The power of attorney for Qianxiang Tiancheng will remain in force for ten years until December 22, 2020, and will be automatically renewed upon the extension of the terms of the relevant business operations agreements until the earlier of the following events: (i) nominee loses his/her position in WFOEs or WFOEs issue a written notice to dismiss or replace nominee; and (ii) the business operations agreements among WFOEs, VIEs and VIEs' shareholders terminate or expire. The power of attorney for Renren Games became effective on November 30, 2012 and will remain effective as long as Renren Games exist. Neither of the shareholders of Renren Games has the right to terminate or revoke the power of attorney without the prior written consent of Renren Network.
- (2) *Business Operations Agreement*: The business operations agreements specifically and explicitly grant WFOEs the principal operating decision making rights, such as appointment of the directors and executive management, of the VIEs.

The terms of the business operations agreements are ten years and will be extended automatically for another ten years unless WFOEs provide a 30-day advance written notice to VIEs and to each of VIEs' shareholders requesting not to extend the term three months prior to the expiration dates of December 22, 2020 and November 29, 2022, respectively. Neither VIEs nor any of VIEs' shareholders may terminate the agreements during the terms or the extensions of the terms.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

*The VIE arrangements* - continued

- (3) *Exclusive Equity Option Agreement:* Under the exclusive equity option agreement, the WFOEs have the exclusive right to purchase the equity interests of the VIEs from the registered legal equity owners as far as PRC regulations permit a transfer of legal ownership to foreign ownership. The WFOEs can exercise the purchase right at any portion and any time in the 10-year agreement period.

Without the WFOEs' consent, VIEs' shareholders shall not transfer, donate, pledge, or otherwise dispose their equity shareholdings in VIEs in any way. The equity option agreement will remain in full force and effect until the earlier of: (i) the date on which all of the equity interests in VIEs have been acquired by the respective WFOE or its designated representative(s); or (ii) the receipt of the 30-day advance written termination notice issued by the respective WFOE to the shareholders of VIEs. The term of these agreements will be automatically renewed upon the extension of the term of the relevant exclusive equity option agreement.

- (4) *Spousal Consent Agreement:* The spouse of each of the shareholders of Qianxiang Tiancheng acknowledged that certain equity interests of Qianxiang Tiancheng held by and registered in the name of his/her spouse will be disposed of pursuant to the equity option agreements. These spouses understand that such equity interests are held by their respective spouse on behalf of Qianxiang Shiji, and they will not take any action to interfere with the disposition of such equity interests, including, without limitation, claiming that such equity interests constitute communal property of marriage.

The spouse of each of the shareholders of Renren Games has acknowledged that certain equity interests of Renren Games, held by and registered in the name of his/her spouse will be disposed of pursuant to the loan agreement, equity option agreement and equity interest pledge agreement of which they are respectively a party, and they will not take any action to interfere with such arrangement, including claiming that such equity interests constitute property or communal property between his/her spouse and himself/herself.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

*The VIE arrangements* - continued

- (5) *Exclusive Technical and Consulting Services Agreement:* The WFOEs and registered shareholders irrevocably agree that the WFOEs shall be the exclusive technology service provider to the VIEs in return for a service fee which is determined at the sole discretion of the WFOEs.

The term of each of agreement is ten years and will be extended automatically for another ten years unless terminated by the WFOEs. The WFOEs can terminate the agreement at any time by providing a 30-day prior written notice. VIEs are not permitted to terminate the agreements prior to the expiration of the terms by December 22, 2020 and November 29, 2022, unless the WFOEs fail to comply with any of its obligations under this agreement and such breach makes the WFOEs unable to continue to perform this agreement.

- (6) *Intellectual Property License Agreement:* The WFOEs and registered shareholders agree that the WFOEs shall have the exclusive right to license its intellectual property rights to VIEs in return for a license fee. The license fee is determined at the discretion of the Company. The term of these agreements will be automatically renewed upon the extension of the term of the relevant intellectual property license agreement.

The term of the agreement will be extended for another five years with both parties' consents. The WFOEs may terminate the agreement at any time by providing a 30-day prior written notice. Any party may terminate the agreement immediately with written notice to the other party if the other party materially breaches the relevant agreement and fails to cure its breach within 30 days from the date it receives the written notice specifying its breach from the non-breaching party. The parties will review the agreement every three months and determine if any amendment is needed.

- (7) *Loan Agreements:* Under loan agreements between WFOE and each of the shareholders of the respective VIEs, WFOE made interest-free loans to the shareholders of exclusively for the purpose of the initial capitalization and the subsequent financial needs of the VIEs. The loans can only be repaid with the proceeds derived from the sale of all of the equity interests in VIE to WFOE or its designated representatives pursuant to the equity option agreements. The term of each of these loans is ten years from the actual drawing down of such loans by the shareholders of VIE, and will be automatically extended for another ten years unless a written notice to the contrary is given by WFOE to the shareholders of VIE three months prior to the expiration of the loan agreements.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

*The VIE arrangements* - continued

- (8) *Equity Interest Pledge Agreement*: Shareholders of the VIEs have pledged all of their equity interests in the VIEs with their respective WFOEs and the WFOEs are entitled to certain rights to sell the pledged equity interests through auction or other means if the VIEs or the shareholders default in their obligations under other above-stated agreements.

These agreements are substantially the same, and that the equity interest pledge has become effective and will expire on the earlier of: (i) the date on which the VIE and its shareholders have fully performed their obligations under the loan agreements, the exclusive technical service agreement, the intellectual property right license agreement and the equity option agreements; (ii) the enforcement of the pledge by WFOE pursuant to the terms and conditions under this agreement to fully satisfy its rights under such agreements; or (iii) the completion of the transfer of all equity interests of VIE by the shareholders of VIE to another individual or legal entity designated by WFOE pursuant to the equity option agreement and no equity interest of VIE is held by such shareholders.

Risks in relation to the VIE structure

The Company and the Company's legal counsel believe that Qianxiang Shiji's and Renren Network's contractual arrangements with the VIEs are in compliance with PRC law and are legally enforceable. However, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements and if the shareholders of the VIE were to reduce their interest in the Company, their interests may diverge from that of the Company and that may potentially increase the risk that they 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 legal structure and contractual arrangements were found to be in violation of PRC laws and regulations, the PRC government could:

- Revoke the business and operating licenses of the WFOEs, the VIEs and their subsidiaries;
- Discontinue or restrict the operations of any related-party transactions among the WFOEs, the VIEs and their subsidiaries;
- Impose fines or other requirements on the WFOEs, the VIEs and their subsidiaries;
- Require the Company or the WFOEs, the VIEs and their subsidiaries to revise the relevant ownership structure or restructure operations; and/or
- Restrict or prohibit the Company's use of the proceeds of the additional public offering to finance the Company's business and operations in China.

RENREN INC.

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued**  
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**1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued**

*The VIE arrangements* - continued

The Company's ability to conduct its business including online advertising, online game, online talent show, other internet value added services and social commerce services (discontinued after the Company's deconsolidation of Nuomi in October 2013) may be negatively affected if the PRC government were to carry out any of the aforementioned actions. As a result, the Company may not be able to consolidate the VIEs and the VIEs' subsidiaries in its consolidated financial statements as it may lose the ability to exert effective control over the VIEs and the VIEs' subsidiaries and shareholders, and it may lose the ability to receive economic benefits from the VIEs and the VIEs' subsidiaries.

Certain shareholders of the VIEs are also shareholders of the Company. The interests of the shareholders of the VIEs may diverge from that of the Company and that may potentially increase the risk that they 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. The Company cannot assure that when conflicts of interest arise, shareholders of the VIEs will act in the best interests of the Company or that conflicts of interests will be resolved in the Company's favor. Currently, the Company does not have existing arrangements to address potential conflicts of interest the shareholders of the VIEs may encounter in their capacity as beneficial owners and directors of the VIEs. The Company believes the shareholders of the VIEs will not act contrary to any of the contractual arrangements and the exclusive option agreements provide the Company with a mechanism to remove the current shareholders of the VIEs as beneficial shareholders of the VIEs should they act to the detriment of the Company. The Company relies on the current shareholders of VIEs whom also are directors and executive officers of the Company, to fulfill their fiduciary duties and abide by laws of Cayman Islands and act in the best interest of the Company or that conflicts will be resolved in our favor. If the Company cannot resolve any conflicts of interest or disputes between the Company and the shareholders of the VIEs, the Company would have to rely on legal proceedings, which could result in disruption of its business, and there is substantial uncertainty as to the outcome of any such legal proceedings.

The Company's ability to control the VIEs also depends on the power of attorney that Qianxiang Shiji and Renren Network have to vote on all matters requiring shareholder approval in the VIEs. As noted above, the Company believes this power of attorney is legally enforceable but may not be as effective as direct equity ownership.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

*The VIE arrangements* - continued

The following financial statement balances and amounts of the Company's VIEs were included in the accompanying consolidated financial statements after elimination of intercompany balances and transactions between the offshore companies, WFOEs, VIEs and VIEs' subsidiaries. As of December 31, 2013 and 2014, the balance of the amount payable by the VIEs and their subsidiaries to the WFOEs related to the service fees were \$nil and \$2,264, respectively and was eliminated upon consolidation.

	As of December 31,	
	2013	2014
Cash and cash equivalents	\$ 25,710	\$ 28,865
Term deposits	-	16,117
Accounts and notes receivable, net	17,526	18,025
Prepaid expenses and other current assets	13,958	16,614
Amounts due from related parties	68,661	520
Deferred tax assets-current	628	-
Total current assets	<u>126,483</u>	<u>80,141</u>
Property and equipment, net	17,535	6,840
Intangible assets, net	1,337	2
Goodwill	757	-
Long-term investments	2,648	3,218
Deferred tax assets-non-current	7,598	-
Other non-current assets	5,977	2,327
Total non-current assets	<u>35,852</u>	<u>12,387</u>
Total assets	<u>\$ 162,335</u>	<u>\$ 92,528</u>
Accounts payable	\$ 9,002	\$ 5,176
Accrued expenses and other payables	29,463	16,324
Amounts due to related parties	178	303
Deferred revenue and advance from customers	8,003	6,212
Income tax payable	2,066	3,165
Total current liabilities	<u>48,712</u>	<u>31,180</u>
Other long-term liabilities	156	-
Total liabilities	<u>\$ 48,868</u>	<u>\$ 31,180</u>



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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

*The VIE arrangements* - continued

	Years ended December 31,		
	2012	2013	2014
Net revenue	\$ 152,730	\$ 142,891	\$ 78,419
Loss from continuing operations	\$ (25,819)	\$ (50,770)	\$ (61,683)
Loss from discontinued operations	\$ (42,153)	\$ (40,383)	\$ (30,809)
	Years ended December 31,		
	2012	2013	2014
Net cash provided by operating activities	\$ 21,101	\$ 11,820	\$ 24,502
Net cash used in investing activities	\$ (21,411)	\$ (7,457)	\$ (20,696)
Net cash provided by financing activities	\$ 1,050	\$ 8,133	\$ -

The VIEs contributed an aggregate of 98.6%, 96.6% and 94.5% of the consolidated net revenues for the years ended December 31, 2012, 2013 and 2014, respectively. The VIEs hold domain names, trade mark and various licenses, including value-added telecommunications business operating license, ICP license, BBS Permits and Audio/Video Program Transmission License, etc., upon which the Company's business depends. A substantial majority of the Company's employees that provide the Company's services are hired by the VIEs, and the VIEs lease a substantial majority of the properties where the Company's services are delivered. As of the fiscal years ended December 31, 2013 and 2014, the VIEs accounted for an aggregate of 11.7% and 8.1%, respectively, of the consolidated total assets, and 42.3% and 66.7%, respectively, of the consolidated total liabilities. The assets not associated with the VIEs primarily consist of cash and cash equivalents and term deposits in offshore accounts, short-term investments and long-term investments.

There are no consolidated VIEs' assets that are collateral for the VIEs' obligations and can only be used to settle the VIEs' obligations. There are no creditors (or beneficial interest holders) of the VIEs that have recourse to the general credit of the Company or any of its consolidated subsidiaries. There are no terms in any arrangements, considering both explicit arrangements and implicit variable interests, which require the Company or its subsidiaries to provide financial support to the VIEs. However, if the VIEs ever need financial support, the Company or its subsidiaries may, at its option and subject to statutory limits and restrictions, provide financial support to its VIEs through loans to the shareholders of the VIEs or entrustment loans to the VIEs.

Relevant PRC laws and regulations restrict the VIEs from transferring a portion of its net assets, equivalent to the balance of its statutory reserve and its share capital, to the Company in the form of loans and advances or cash dividends. Please refer to Note 24 for disclosure of restricted net assets.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of presentation***

The consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Certain accounts and balances in the 2013 and 2014 consolidated financial statements and the related notes have been retrospectively adjusted to reflect the effect of discontinued operations as described in Note 5.

***Principles of consolidation***

The consolidated financial statements of the Company include the financial statements of Renren Inc., its subsidiaries, its VIEs and VIEs' subsidiaries. All inter-company transactions and balances are eliminated upon consolidation.

***Use of estimates***

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 the reported amounts of revenues and expenses in the financial statements and accompanying notes. Significant accounting estimates reflected in the Company's consolidated financial statements include, but are not limited to, revenue recognition, allowance for doubtful accounts receivables, share-based compensation, deferred tax valuation allowance, income taxes, impairment of goodwill and indefinite-lived intangible assets, fair value of derivative financial instruments, impairment of long-term and short-term investments.

***Cash and cash equivalents***

Cash and cash equivalents consist of cash on hand and term deposits which are highly liquid with a maturity of three months or less.

***Term deposits***

Term deposits are classified as held-to-maturity investments and carried at amortized cost. The term deposits mature within one year and are subject to penalty for early redemption before their maturity.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued**

*Fair value*

Fair value is 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 Company 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.

Authoritative literature provides a fair value hierarchy, which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The level in the hierarchy within which the fair value measurement in its entirety falls is based upon the lowest level of input that is significant to the fair value measurement as follows:

- Level 1-inputs are based upon unadjusted quoted prices for identical assets or liabilities traded in active markets.
- Level 2-inputs are based upon quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3-inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Investments*

(1) Short-term investments

The Company's short-term investments comprise marketable securities which are classified as available-for-sale and held-to-maturity and derivative financial instruments that are regarded as assets. The available-for-sale investments are reported at fair values with the unrealized gains or losses recorded as accumulated other comprehensive income in equity. Short-term investments with contractual maturity dates less than one year are classified as held-to-maturity measured at amortized costs when the Company has the positive intent and ability to hold the securities to maturity. The Company's derivative financial instruments are measured at fair value. The changes in fair value of those derivative instruments are recognized as gain or loss if such derivative instruments are not qualified for hedge accounting.

The Company reviews its available-for-sale short-term investments for other-than-temporary impairment ("OTTI") based on the specific identification method. The Company considers available quantitative and qualitative evidence in evaluating the potential impairment of its short-term investments. If the cost of an investment exceeds the investment's fair value, the Company considers, among other factors, general market conditions, expected future performance of the investees, the duration and the extent to which the fair value of the investment is less than the cost, and the Company's intent and ability to hold the investment. The Company separates the amount of the OTTI into the amount that is credit related (credit loss component) and the amount due to all other factors. The credit loss component is recognized in earnings, which represents the difference between a security's amortized cost basis and the discounted present value of expected future cash flows. The amount due to other factors is recognized in the consolidated statements of comprehensive income (loss) if the entity neither intends to sell and will not more likely than not be required to sell the security before recovery. The difference between the amortized cost basis and the cash flows expected to be collected is accreted as interest income.

(2) Long-term investments

*Equity method investments*

Investment in an entity where the Company can exercise significant influence, but not control, is accounted for using the equity method. Under the equity method, the investment is initially recorded at cost and adjusted for the Company's share of undistributed earnings or losses of the investee. Investment losses are recognized until the investment is fully written down as the Company does not guarantee the investee's obligations nor it is committed to provide additional funding.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Investments* - continued

(2) Long-term investments - continued

*Equity method investments* - continued

When the Company's carrying value in an equity method affiliated company is reduced to zero, no further losses are recorded in the Company's consolidated financial statements unless the Company guaranteed obligations of the affiliated company or has committed additional funding. When the affiliated company subsequently reports income, the Company will not record its share of such income until it exceeds the amount of its share of losses not previously recognized.

The management regularly evaluates the impairment of the equity investment based on performance and the financial position of the investee as well as other evidence of market value. Such evaluation includes, but is not limited to, reviewing the investee's cash position, recent financings, projected and historical financial performance, cash flow forecasts and financing needs. An impairment charge is recorded when the carrying amount of the investment exceeds its fair value and this condition is determined to be other-than-temporary.

*Warrants and purchased call options*

The warrants and purchased call options represent the financial instruments purchased by the Company to acquire additional equity interest if the counterparties fulfilled certain conditions during certain period of time. The warrants and purchased call options are recorded at fair value at the acquisition date and carried at cost less impairment.

*Cost method investments*

For investments in an investee over which the Company does not have significant influence, the Company carries the investment at cost and recognizes income as any dividends declared from distribution of investee's earnings. The Company reviews the cost method investments for impairment whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable. An impairment loss is recognized in earnings equal to the difference between the investment's cost and its fair value at the balance sheet date of the reporting period for which the assessment is made. The fair value of the investment would then become the new cost basis of the investment.

*Held-to-Maturity investment*

Held-to-maturity investment includes debt securities that the Company purchased from SoFi Lending Corp., which will mature on July 3, 2032 and has a fixed annual interest rate of 4%. The Company has the positive intent and ability to hold the securities to maturity. The Company's held-to-maturity investment is classified as long-term investments on the consolidated balance sheets based on their contractual maturity dates and are stated at their amortized costs.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Accounts and notes receivables and allowance for doubtful accounts*

Accounts receivable represents those receivables derived in the ordinary course of business. Notes receivables are bank accepted drafts related to trade receivables of advertising revenue with a maturity less than six months. An allowance for doubtful accounts is provided based on aging analyses of accounts receivable balances, historical bad debt rates, repayment patterns and customer credit worthiness. No allowance is recorded for notes receivables as such balance is secured by the acceptance of the bank.

*Property and equipment, net*

Property and equipment, net is carried at cost less accumulated depreciation. Depreciation is calculated on a straight-line basis over the following estimated useful lives:

Building	46 years
Furniture and vehicles	5 years
Computer equipment and application software	2-3 years
Leasehold improvements	Over the lesser of the lease term or useful life of the assets

*Intangible assets, net*

Intangible assets, other than goodwill, resulting from the acquisitions of entities accounted for using the acquisition method of accounting are estimated by management based on the fair value of assets acquired. Identifiable intangible assets with definite lives are carried at cost less accumulated amortization. Amortization of definite-lived intangible assets is computed using the straight-line method or accelerated method over the following estimated average useful lives, which are as follows:

Domain names, trademarks and online licenses	Indefinite lives
Operating platform and technology	3-8 years
Non-compete agreements	4 years
Game license	0.5-5 years
Login user	0.5-1 year
Technology, user generated content and relationship with broadcasters	6 years
Customer relationship	4 years
Registered user list	3 years
Video content copyright and web game cooperation agreement	2 years

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Intangible assets with indefinite lives*

If an intangible asset is determined to have an indefinite life, it should not be amortized until its useful life is determined to be no longer indefinite. An intangible asset that is not subject to amortization is tested for impairment at least annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. Such impairment test consists of the fair values of assets and their carrying value amounts and an impairment loss is recognized if and when the carrying amounts exceed the fair values. The estimates of fair values of intangible assets not subject to amortization are determined using various discounted cash flow valuation methodologies. Significant assumptions are inherent in this process, including estimates of discount rates. Discount rate assumptions are based on an assessment of the risk inherent in the respective intangible assets. For the years ended December 31, 2012, 2013 and 2014, the Company recorded impairment loss for indefinite-lived intangible assets from discontinued operations of \$nil, \$nil and \$13,536, and from continuing operations of \$nil, \$nil and \$122 respectively.

*Impairment of long-lived assets and intangible assets with definite lives*

Long-lived assets, such as property and equipment and definite-lived intangible assets are stated at cost less accumulated depreciation or amortization. Depreciation and amortization is computed by the straight-line method.

The Company evaluates the recoverability of long-lived assets, including identifiable intangible assets, with determinable useful lives whenever events or changes in circumstances indicate that an intangible asset's carrying amount may not be recoverable. The Company measures the carrying amount of long-lived asset against the estimated undiscounted future cash flows associated with it. Impairment exists when the sum of the expected future net cash flows is less than the carrying value of the asset being evaluated. Impairment loss is calculated as the amount by which the carrying value of the asset exceeds its fair value. Fair value is estimated based on various valuation techniques, including the discounted value of estimated future undiscounted cash flows. The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts. For the years ended December 31, 2012, 2013 and 2014, the Company recorded impairment loss for intangible assets with definite life from discontinued operations of \$nil, \$nil and \$nil, and from continuing operations of \$nil, \$208 and \$1,803, respectively.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Goodwill*

Goodwill represents the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations.

Goodwill is not amortized, but tested for impairment upon first adoption and annually, or more frequently if event and circumstances indicate that they might be impaired.

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 using a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, and assumptions that are consistent with the plans and estimates being used to manage the Company's business, estimation of the long-term rate of growth for the Company's business, estimation of the useful life over which cash flows will occur, and determination of the Company's weighted average cost of capital. The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for the reporting unit.

The Company performs a two-step goodwill impairment test. The first step compares the fair values of each reporting unit to its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill is not considered impaired and the second step will not be required. If the carrying amount of a reporting unit exceeds its fair value, the second step compares the implied fair value of the affected reporting unit's goodwill to the carrying value of that goodwill. The implied fair value of goodwill is determined in a manner similar to accounting for a business combination with the allocation of the assessed fair value determined in the first step to the assets and liabilities of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. This allocation process is only performed for purposes of evaluating goodwill impairment and does not result in an entry to adjust the value of any assets or liabilities. An impairment loss is recognized for any excess in the carrying value of goodwill over the implied fair value of goodwill. In estimating the fair value of each reporting unit the Company estimates the future cash flows of each reporting unit, the Company has taken into consideration the overall and industry economic conditions and trends, market risk of the Company and historical information. The Company recorded \$nil, \$nil and \$46,864 impairment charges of goodwill for the years ended December 31, 2012, 2013 and 2014, respectively.



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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Revenue recognition*

The Company recognizes revenues when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured.

*Online advertising revenues*

The Company provides advertisement placement services in its SNS platforms and online games. The Company primarily enters into pay-for-time contracts, under which the Company bills its customers based on the period of time to display the advertisements in the specific formats on specific web pages. The Company also enters into pay-for-volume arrangements, under which it bills its customers on the traffic volume basis, e.g. pay-per-click or pay-per-impression.

For pay-for-time contracts, revenue is recognized ratably over the period the advertising is displayed.

For pay-for-volume contracts, revenue is recognized based on traffic volume tracked and the pre-agreed unit price.

Contractual billings in excess of recognized revenue and payments received in advance of revenue recognition are recorded as deferred revenues.

The Company principally enters into advertising placement contracts with advertisers' advertising agents and the Company offers volume rebates to certain advertisers' advertising agents. The Company recognizes estimated rebates as the reduction of revenues based on a systematic and rational allocation of the cost of honoring rebates earned and claimed to each of the underlying revenue transactions that results in progress by the customer toward earning the rebate or refund. Estimation of the total rebate is based on the estimates of the sales volume to be reached based on the historic experience of the Company. If amounts of future rebates cannot be reasonably estimated, a liability will be recognized for the maximum potential amount of the rebates.

*Online game revenues*

The Company generates revenues from the provision of online game, primarily web-based online game services. The online games can be accessed and played by end users free of charge but the end users may choose to purchase in-game merchandise or premium features to enhance their game playing experience using virtual currencies. The end users can purchase virtual currencies by making direct online payments or purchasing prepaid cards ("PP-Cards"). The Company uses on-line payment services operated by independent service providers and pays a fee for such services. Net proceeds received from these service providers after deduction of service fees are recorded as deferred revenues. The Company sells PP-Cards through distributors at a discount to the face value of the PP-Card. As the Company does not have control over and generally does not know the ultimate selling price of the PP-Cards sold by the distributors, net proceeds received from distributors after deduction of sales discounts are recorded as deferred revenues.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued  
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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Revenue recognition* - continued

*Online game revenues* - continued

End users consume virtual currencies by purchasing in-game merchandise or premium features online. The Company calculates the monetary value of each unit of virtual currency consumed using a moving weighted average method by dividing the total cumulative unrecognized deferred revenues by total unconsumed virtual currencies monthly in advance.

The Company categorizes in-game merchandise or premium features as either consumptive or permanent. For the consumptive in-game merchandise or premium features, revenues are recognized when the in-game merchandise or premium features are first used by the end users. For the permanent in-game merchandise or premium features, revenues are recognized ratably over the estimated average playing period of paying players for each applicable game, which represents the Company's best estimate of the estimated average life of permanent in-game merchandise or premium features.

In estimating the average playing period of paying players for each applicable game, the Company considers the charging data, which are affected by various factors such as acceptance and popularity of the game, the game updates and other in-game items, promotional events launched, future operating strategies and market conditions. Given the short operating history of the Company's online games, the estimated average playing period of paying players for each applicable game may not accurately reflect the actual lives of the permanent in-game merchandise or premium features in that game. The Company reviews, at least annually, the average playing period of paying players for all applicable games to determine whether the estimated lives for permanent in-game merchandise or premium features remain reasonable. Based on the Company's latest review, such estimated lives remain reasonable and have not changed significantly over time. The Company may revise its estimates as it continues to collect operating data, and refine its estimation process and results accordingly. All paying players' data in an applicable game collected since the launch date of such game are used to perform the relevant assessment for that applicable game.

If there is insufficient player data to determine the average playing period of paying players for an applicable game, such as in the case of a newly launched game, the Company estimates the average playing period of paying players based on other similar games the Company or third parties operate, taking into account of the game profile, the target audience and the appeal to paying players of different demographics, until sufficient data is collected, which is normally up to 12 months after launch.

The amount associated with unused virtual currencies, which are without contractual expiration term, is carried as deferred revenues indefinitely as the Company was not able to reasonably estimate the amount of virtual currency which will be ultimately given up by the users due to the short operating history of the Company.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Revenue recognition* - continued

*Online game revenues* - continued

The Company also entered into revenue sharing agreements with various third-party game developers, under which the Company provides links of online games developed by those third-party game developers on the Company's platforms while the third-party game developers operate the games, including providing game software, hardware, technical support and customer services. All of the web games developed by third-party game developers can be accessed and played by game players on the Company's platforms without downloading separate software. The Company views the game developers to be its customers and considers its responsibility under such agreements to be that of distribution and payment collection for such games. The Company primarily collects payments from game players in connection with the sale of in-game currencies and remits the agreed-upon percentages of the proceeds to the game developers with the residual portion of such proceeds being deferred for revenue recognition until the estimated consumption date (the estimated date by which in-game currencies are consumed within the games for purchase of in-game merchandise or premium features), which is typically within a short period of time after the purchase of the in-game currencies. Purchase of in-game currencies is not refundable unless there is unused in-game currency at the time a game is discontinued. Typically, a game will only be discontinued when the monthly revenue generated by a game becomes insignificant.

*Online talent show revenue ("Woxiu")*

"Woxiu," which translates into "a show of your own" in Chinese, is a virtual stage the Company initially offers at 56.com platform and then at Renren platform after the completion of the disposition of 56.com (see Note 4.3), where grassroots musicians and performers can live-stream their performances and share with viewers. Fans of the performing user can chat along with the performer and other live audience and purchase consumable virtual items to show support to the performers.

All "Woxiu" live video shows are available free of charge and fans can purchase virtual items or features on the platform with virtual currencies to support their favorite performers. The number of virtual currencies consumed is kept track of by our operation system and will be deducted from users' accounts automatically when the virtual currencies are deemed as consumed. Revenue is recognized monthly based on the virtual currencies consumed. We pay the performers certain percentage of the amount of virtual currencies consumed. We recognize the total revenue on a gross basis, and the commission paid to the performers is recorded as cost of revenues. Similar to online game, the Company calculates the amount of revenues recognized for each unit of virtual currency consumed using moving weighted average method by dividing the total cumulative unrecognized deferred revenues by total unconsumed virtual currency.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Revenue recognition* - continued

*Social commerce services*

Between June 2010 and October 2013, the Company was engaged in social commerce services through nuomi.com. Third-party merchants agree to provide Nuomi users discounted prices when pre-agreed amount of Nuomi users sign up for a deal consisting of particular products, services or events provided by the merchants. The Company recognizes revenue for the difference of the amounts it collects from Nuomi users and the amount the Company pays to the third-party merchants. The revenues are recognized when all following criteria are met: (i) the number of participating users reaches the minimum requirement of the merchants; (ii) the participating users have made their payments to the Company; (iii) the Company have released the electronic coupons for the agreed discounted prices to the participating users; and (iv) the electronic coupons have been consumed by the participating users. The payments received for unused coupons are initially recognized as other accounts payables and part of such balance is recognized as revenues when the above criteria have been met.

The third party merchants are responsible and liable for the quality of the products or services provided. The Company holds the right to claim reimbursements from the third party merchants or deduct from the amounts payable to them.

The Company no longer provides social commerce services since October 2013, when the Company deconsolidated Nuomi due to the loss in controlling financial interest in Nuomi (see Note 4.1).

*Business taxes*

The Company's PRC subsidiaries and VIEs are subject to business taxes at the rate of 3.36% for wireless value added services ("WVAS") revenue, 5.6% for games revenue and 8.6% for advertising revenue before a pilot value-added tax ("VAT") reform program was officially launched on January 1, 2012 ("Pilot Program") by the Chinese State Council. Businesses in the Pilot Program would pay VAT instead of business tax. The Company reports revenue net of business taxes. Business taxes deducted in arriving net revenue during 2012, 2013 and 2014 were \$5,685, \$2,663 and \$1,267, respectively.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Value added taxes*

On January 1, 2012, the Chinese State Council officially launched a pilot value-added tax ("VAT") reform program ("Pilot Program"), applicable to businesses in selected industries. Businesses in the Pilot Program would pay VAT instead of business tax. The Pilot Program initially applied only to transportation industry and "modern service industries" ("Pilot Industries") in Shanghai and subsequently was expanded to ten other provinces and municipalities between August and December 2012. Since September 1, 2012, certain revenue generated from providing services which were previously subject to business tax became subject to VAT and related surcharges by various Chinese local tax authorities at rates ranging from 6.72% to 6.78%. VAT is also reported as a deduction to revenue when incurred and amounted to \$8,980, \$8,874 and \$4,441 for the years ended December 31, 2012, 2013 and 2014, respectively. Entities that are VAT general taxpayers are allowed to offset qualified input VAT paid to suppliers against their output VAT liabilities. Net VAT balance between input VAT and output VAT is recorded in the line item of accrued expense and other payables on the face of consolidated balance sheet.

*Income taxes*

Current income taxes are provided for in accordance with the laws of the relevant tax authorities.

Deferred income taxes are recognized when temporary differences exist between the tax bases of assets and liabilities and their reported amounts in the financial statements. Net operating loss carry forwards and credits are applied using enacted statutory tax rates applicable to future years. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more-likely-than-not that a portion of or all of the deferred tax assets will not be realized. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics.

The impact of an uncertain income tax position on the income tax return is recognized at the largest amount that is more-likely-than-not to be sustained upon audit by the relevant tax authority. An uncertain income tax position will not be recognized if it has less than a 50% likelihood of being sustained. Interest and penalties on income taxes will be classified as a component of the provisions for income taxes. The Company did not recognize any income tax due to uncertain tax position or incur any interest and penalties related to potential underpaid income tax expenses for the years ended December 31, 2012, 2013 and 2014, respectively.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Financial instruments*

Financial instruments include cash and cash equivalents, term deposits, accounts and notes receivable, amounts due from/to related parties, short-term investments, derivative financial instruments, long-term investments, accounts payable and written put option.

The fair value of cash and cash equivalents, term deposits, amounts due from/to related parties and accounts payables approximate their carrying amounts reported in the consolidated balance sheets due to the short-term maturity of these instruments.

The short-term investments, derivative financial instruments and written put option are carried at fair value.

The long-term investments are carried at carrying value and held-to-maturity investments are carried at amortized cost. It is not practical to estimate the fair value of such investments because of the lack of quoted market price and the inability to estimate fair value without incurring excessive costs.

*Research and development expenses*

Research and development expenses are primarily incurred for development of new services, features and products for the Company's SNS, online games as well as further improve the Company's technology infrastructure to support these businesses. The Company has expensed all research and development costs when incurred.

*Foreign currency translation*

The functional and reporting currency of the Company is United States dollar ("US dollar"). The financial records of the Company's subsidiaries and VIEs located in the PRC, Japan, Taiwan, Hongkong and Korea are maintained in their local currencies, Renminbi ("RMB"), Japanese Yen ("JPY"), New Taiwan Dollar ("TWD"), Hong Kong Dollar ("HKD") and Korea Won ("KRW"), respectively, which are also the functional currencies of these entities.

Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at the rates of exchange ruling at the balance sheet date. Transactions in currencies other than the functional currency during the year are converted into functional currency at the applicable rates of exchange prevailing when the transactions occurred. Transaction gains and losses are recognized in the statements of operations.

The Company's entities with functional currency of RMB, TWD, HKD, KRW and JPY, translate their operating results and financial positions into US dollar, the Company's reporting currency. Assets and liabilities are translated using the exchange rates in effect on the balance sheet date. Equity amounts are translated at historical exchange rates. Revenues, expenses, gains and losses are translated using the average rates for the year. Translation adjustments are reported as cumulative translation adjustments and are shown as a separate component in the statements of comprehensive (loss) income.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Comprehensive (loss) income*

Comprehensive (loss) income includes net income or loss, unrealized gain (loss) on short-term investment and foreign currency translation adjustments and is reported in the consolidated statements of comprehensive (loss) income.

*Share-based compensation*

Share-based payment transactions with employees, such as share options are measured based on the grant date fair value of the equity instrument. The Company recognizes the compensation costs net of estimated forfeitures using the straight-line method, over the applicable vesting period. The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change and will also impact the amount of stock compensation expense to be recognized in future periods. Share options granted to employees with market conditions attached are measured at fair value on the grant date and are recognized as the compensation costs over the estimated requisite service period, regardless of whether the market condition has been met.

Share awards issued to non-employees are measured at fair value at the earlier of the commitment date or the date the service is completed and recognized over the period the service is provided.

A change in any of the terms or conditions of share options shall be accounted for as a modification of the plan. Therefore, the Company calculates incremental compensation cost of a modification as the excess of the fair value of the modified option over the fair value of the original option immediately before its terms are modified, measured based on the share price and other pertinent factors at the modification date. For vested options, the Company would recognize incremental compensation cost in the period of the modification occurred and for unvested options, the Company would recognize, over the remaining requisite service period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date.

*Earnings per share*

Basic earnings (loss) per ordinary share is computed by dividing net income (loss) attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period.

Diluted earnings per ordinary share reflect the potential dilution that could occur if securities were exercised or converted into ordinary shares. The Company had stock options, which could potentially dilute basic earnings per share in the future. For market-based stock awards, the options are included in the computation of diluted earnings per share if the market condition has been met at the end of reporting period. To calculate the number of shares for diluted income per share, the effect of share options is computed using the treasury stock method. Potential ordinary shares in the diluted net loss per share computation are excluded in periods of losses from continuing operations as their effect would be anti-diluted.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Accounting pronouncements newly adopted*

In March 2013, the FASB issued an authoritative pronouncement related to parent's accounting for the cumulative translation adjustment upon derecognition of certain subsidiaries or groups of assets within a foreign entity or of an investment in a foreign entity. When a reporting entity (parent) ceases to have a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business (other than a sale of in substance real estate or conveyance of oil and gas mineral rights) within a foreign entity, the parent is required to release any related cumulative translation adjustment into net income. Accordingly, the cumulative translation adjustment should be released into net income only if the sale or transfer results in the complete or substantially complete liquidation of the foreign entity in which the subsidiary or group of assets had resided.

For an equity method investment that is a foreign entity, the partial sale guidance still applies. As such, a pro rata portion of the cumulative translation adjustment should be released into net income upon a partial sale of such an equity method investment. However, this treatment does not apply to an equity method investment that is not a foreign entity. In those instances, the cumulative translation adjustment is released into net income only if the partial sale represents a complete or substantially complete liquidation of the foreign entity that contains the equity method investment.

Additionally, the amendments in this pronouncement clarify that the sale of an investment in a foreign entity includes both: (1) events that result in the loss of a controlling financial interest in a foreign entity (i.e., irrespective of any retained investment); and (2) events that result in an acquirer obtaining control of an acquiree in which it held an equity interest immediately before the acquisition date (sometimes also referred to as a step acquisition). Accordingly, the cumulative translation adjustment should be released into net income upon the occurrence of those events.

The amendments in this pronouncement are effective prospectively for fiscal years (and interim reporting periods within those years) beginning after December 15, 2013. The amendments should be applied prospectively to derecognition events occurring after the effective date. Prior periods should not be adjusted. Early adoption is permitted. If an entity elects to early adopt the amendments, it should apply them as of the beginning of the entity's fiscal year of adoption. The Company considers the adoption of this guidance does not have a significant effect on its consolidated financial statements.

In July 2013, the FASB issued a pronouncement which provides guidance on financial statement presentation of an unrecognized tax benefits when a net operating loss carry forward, a similar tax loss, or a tax credit carry forward exists. The FASB's objective in issuing this pronouncement is to eliminate diversity in practice resulting from a lack of guidance on this topic in current U.S. GAAP. The amendments in this pronouncement state that an unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carry forward, a similar tax loss, or a tax credit carry forward, except as follows.



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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Accounting pronouncements newly adopted* - continued

To the extent a net operating loss carry forward, a similar tax loss, or a tax credit carry forward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets.

This pronouncement applies to all entities that have unrecognized tax benefits when a net operating loss carry forward, a similar tax loss, or a tax credit carry forward exists at the reporting date. The amendments in this pronouncement are effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. Early adoption is permitted. The amendments should be applied prospectively to all unrecognized tax benefits that exist at the effective date. Retrospective application is permitted. The Company considers the adoption of this guidance does not have a significant effect on its consolidated financial statements.

*Recent accounting pronouncements not yet adopted*

In April 2014, the FASB issued Accounting Standard Update ("ASU") 2014-08, which amends the definition of a discontinued operation in ASC 205-20 and requires entities to provide additional disclosures about discontinued operations as well as disposal transactions that do not meet the discontinued-operations criteria. The new guidance eliminates the second and third criteria of discontinued operation in ASC 205-20-45-1 and instead requires discontinued-operations treatment for disposals of a component or group of components that represents a strategic shift that has or will have a major impact on an entity's operations or financial results. The ASU also expands the scope of ASC 205-20 to disposals of equity method investments and businesses that, upon initial acquisition, qualify as held for sale.

The ASU also requires entities to reclassify assets and liabilities of a discontinued operation for all comparative periods presented in the statement of financial position.

Regarding the statement of cash flows, an entity must disclose, in all periods presented, either (1) operating and investing cash flows or (2) depreciation and amortization, capital expenditures, and significant operating and investing noncash items related to the discontinued operation.

The ASU is effective prospectively for all disposals (except disposals classified as held for sale before the adoption date) or components initially classified as held for sale in periods beginning on or after December 15, 2014. Early adoption is permitted. The Company does not expect the adoption of this guidance will have a significant effect on its consolidated financial statements.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Recent accounting pronouncements not yet adopted* - continued

In May 2014, the FASB issued, ASU 2014-09, “Revenue from Contracts with Customers (Topic 606)”. The guidance substantially converges final standards on revenue recognition between the FASB and the International Accounting Standards Board providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all existing revenue recognition guidance, including industry-specific guidance, in current U.S. generally accepted accounting principles.

The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve that core principle, an entity should apply the following steps:

Step 1: Identify the contract(s) with a customer.

Step 2: Identify the performance obligations in the contract.

Step 3: Determine the transaction price.

Step 4: Allocate the transaction price to the performance obligations in the contract.

Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation.

The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early application is not permitted. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In June 2014, the FASB issued a new pronouncement which requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. A reporting entity should apply existing guidance in Topic 718, Compensation-Stock Compensation, as it relates to awards with performance conditions that affect vesting to account for such awards. The performance target should not be reflected in estimating the grant-date fair value of the award. Compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has already been rendered. If the performance target becomes probable of being achieved before the end of the requisite service period, the remaining unrecognized compensation cost should be recognized prospectively over the remaining requisite service period. The total amount of compensation cost recognized during and after the requisite service period should reflect the number of awards that are expected to vest and should be adjusted to reflect those awards that ultimately vest. The requisite service period ends when the employee can cease rendering service and still be eligible to vest in the award if the performance target is achieved.

The amendments in this ASU are effective for annual periods and interim periods within those annual periods beginning after December 15, 2015. Earlier adoption is permitted. The Company does not expect the adoption of this guidance will have a significant effect on its consolidated financial statements.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

*Recent accounting pronouncements not yet adopted* – continued

In August, 2014, the FASB issued a new pronouncement which provides guidance on determining when and how reporting entities must disclose going-concern uncertainties in their financial statements. The new standard requires management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date of issuance of the entity's financial statements. Further, an entity must provide certain disclosures if there is "substantial doubt about the entity's ability to continue as a going concern." The new standard is effective for fiscal years ending after December 15, 2016, and interim periods thereafter, with early adoption permitted. The Company does not expect the adoption of this guidance will have a significant effect on the Company's consolidated financial statements.

3. SIGNIFICANT RISKS AND UNCERTAINTIES

*Foreign currency risk*

The RMB is not a freely convertible currency. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into foreign currencies. The value of the RMB is subject to changes in central government policies and to international economic and political developments affecting supply and demand in the China Foreign Exchange Trading System market. Cash and cash equivalents of the Company included aggregate amounts of \$122,838 and \$148,830 at December 31, 2013 and 2014, respectively, which were denominated in RMB.

*Concentration of credit risk*

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash, cash equivalents, term deposits, short term investment, accounts receivable and amounts due from related parties. The Company places their cash, cash equivalents, term deposits and short term investment, with financial institutions with high-credit ratings and quality. The Company conducts credit evaluations of customers in online advertising and generally do not require collateral or other security from their customers.

There was no customer who accounted for 10% or more of total net revenue for the years ended December 31, 2012, 2013 and 2014.

Clients accounting for 10% or more of accounts receivables are as follows:

	As of December 31,			
	2013		2014	
	Amount	%	Amount	%
Client B	1,855	11.6	435	2.4

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4. DECONSOLIDATION OF SUBSIDIARIES

4.1 Deconsolidation of Nuomi Holdings Inc and its subsidiaries

Nuomi Holdings Inc and its subsidiaries (collectively the "Nuomi") primarily provided deep-discount localized social commerce services and products through Nuomi.com to Nuomi users. Entertainment, dining, health and beauty services made up the majority of its social commerce deals.

On August 23, 2013, the Company, Baidu Holdings Limited ("Baidu") and Nuomi Holdings Inc. ("Nuomi Inc"), entered into a share purchase agreement whereby Baidu would purchase the newly issued shares of Nuomi Inc. On a fully-diluted basis, upon the completion of the transaction on October 26, 2013, the Company's ownership of Nuomi Inc. was reduced to 31.61%. As a result, from October 26, 2013, the Company no longer retained power of control over Nuomi and accordingly deconsolidated Nuomi's financial statements from the Company's consolidated financial statements.

On October 26, 2013, the Company used equity method to account for the investment in Nuomi Inc at value of \$63,626, which represented fair value of 31.61% equity interest in Nuomi Inc. and was determined by the Company with the assistance of an independent valuation firm. On the same date, the Company calculated a gain on loss of control of \$132,821, which was recorded as "gain on deconsolidation of the subsidiaries" in the statements of operations. The gain on such deconsolidation is calculated as follows:

	As of October 26, 2013
Fair value of 31.61% shares in Nuomi Inc.	\$ 63,626
Less: Cash and cash equivalents	18,310
Prepaid expenses and other current assets	26,417
Property and equipment, net	1,318
Other non-current assets	190
Accounts payable	(28,467)
Accrued expenses and other payables	(10,957)
Amounts due to Renren Inc.	(74,825)
Deferred revenue	(1,181)
Gain on deconsolidation of Nuomi Inc	<u>\$ 132,821</u>

In February 2014, the Company sold the remaining 31.61% equity interest in Nuomi Inc. to Baidu in the amount of \$68,066 with a gain of \$56,993 (see Note 8). Therefore, the Company treated the operations of Nuomi as discontinued and presented the investment in Nuomi Inc. separately under the caption "Equity method investment-current" in current assets on the consolidated balance sheets as of December 31, 2013.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued  
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4. DECONSOLIDATION OF SUBSIDIARIES - continued

4.2 Deconsolidation of Beijing Qingting Technology Development Co. Ltd ("Qingting")

Beijing Qingting Technology Development Co. Ltd., or Qingting was jointly established by the Company and eLong Inc, or eLong in April 2011 to operate travel interest-related fengche.com website in China. The Company held 65% equity interest of Qingting until February 2012, when the Company purchased the remaining 35% equity interest of Qingting from eLong with total cash consideration of \$555. As a result, Qingting became a 100% owned subsidiary of the Company as of December 31, 2012.

On October 31, 2013, the Company sold 60% equity interest of Qingting to an independent individual for a cash consideration of \$81. Upon the completion of the transaction on October 31, 2013, the Company's ownership of Qingting was reduced to 40%. As a result, from November 1, 2013, the Company no longer retained power of control over Qingting and accordingly deconsolidated Qingting's financial statements from the Company's consolidated financial statements.

On October 31, 2013, the Company used equity method to account for the investment in Qingting at value of \$160, which represents fair value of 40% equity interest in Qingting. On the same date, the Company calculated a loss on loss of control of \$156, which is recorded as a deduction of "gain on deconsolidation of the subsidiaries" in the statements of operations. The loss on such deconsolidation is calculated as follows:

	As of <u>October 31, 2013</u>
Cash consideration received	\$ 81
Fair value of 40% investment in Qingting	160
Less: Cash and cash equivalents	328
Prepaid expenses and other current assets	5
Property and equipment, net	64
Loss on deconsolidation of Qingting	<u>\$ (156)</u>

The operations of Qingting were treated as discontinued since October 2013.

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4. DECONSOLIDATION OF SUBSIDIARIES - continued

4.3 Deconsolidation of Guangzhou Qianjun Internet Technology Co., Ltd. ("Qianjun Technology")

On October 28, 2014, the Company, the nominee shareholder of Qianjun Technology and a subsidiary of Sohu.com ("Sohu"), entered into a share purchase agreement, whereby Sohu would acquire 100% ownership of Qianjun Technology in the amount of \$25,000, of which \$21,831 was related to the repayment of intercompany loan provided by the Company to Qianjun Technology.

Upon the completion of the change of registration at Administration for Industry & Commerce, on December 1, 2014, the Company no longer retained power of control over Qianjun Technology and accordingly deconsolidated Qianjun Technology's financial statement from the Company's consolidated financial statements.

On December 1, 2014, the Company calculated a gain regarding such disposition as follows:

	Note	As of December 1, 2014
The proceed		\$ 25,000
Less: The repayment of intercompany loan provided by the Company		21,831
Net consideration		<u>3,169</u>
Less: Cash and cash equivalents		168
Other current assets		3,654
Property and equipment, net	(see Note 10)	2,347
Intangible assets, net		11,509
Goodwill	(see Note 13)	13,652
Other non-current assets		78
Income tax payable		(426)
Current liabilities		(8,426)
Amount due to Sohu related to the repayment of intercompany loan		(21,831)
Net assets of Qianjun Technology		<u>725</u>
Less: Transaction related cost	(i)	1,955
Gain on deconsolidation of Qianjun Technology		<u>\$ 489</u>

(i) The transaction related cost represents the incremental cost resulting from the acceleration of the vesting of the nonvested restricted shares, which were granted to the employee of Qianjun Technology, to be fully vested on the disposition day (see Note 18).

As of December 31, 2014, out of total consideration of \$25,000, \$20,000 was received from Sohu and the remaining was accounted for as "other current assets" (see Note 7).

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5. DISCONTINUED OPERATIONS

As described in Note 4, the operations of Nuomi, Qingting and Qianjun Technology were treated as discontinued operations. The operating results from discontinued operations included in the Company's consolidated statement of operations were as follows for the years ended December 31, 2012, 2013 and 2014.

	Year ended December 31,							
	2012			2013			2014	
	Nuomi Inc.	Qingting	Qianjun Technology	Nuomi Inc.	Qingting	Qianjun Technology	Nuomi Inc.	Qianjun Technology
Net revenue from discontinued operations	\$ 16,451	\$ -	\$ 4,808	\$ 19,319	\$ -	\$ 8,744	\$ -	\$ 6,822
Loss from the operations of the discontinued operations, before income tax	27,295	216	16,146	28,378	959	14,204	-	31,130
Income tax expense	-	-	(464)	-	-	(3,473)	-	(321)
Loss from the operations of the discontinued operations, net of tax	27,295	216	15,682	28,378	959	10,731	-	30,809
Gain (loss) on deconsolidation of the subsidiaries	-	-	-	132,821	(156)	-	-	489
Gain on disposal of equity method investment, net of tax	-	-	-	-	-	-	56,993	-
Gain (loss) from the discontinued operations, net of tax	\$ (27,295)	\$ (216)	\$ (15,682)	\$ 104,443	\$ (1,115)	\$ (10,731)	\$ 56,993	\$ (30,320)

All notes to the accompanying consolidated financial statements have been retrospectively adjusted to reflect the effect of the discontinued operations, where applicable.

6. ACCOUNTS RECEIVABLE

Accounts receivable consists of the following:

	As of December 31,	
	2013	2014
Accounts receivable	\$ 17,101	\$ 20,990
Allowance of doubtful accounts	(1,143)	(2,946)
Accounts receivable, net	\$ 15,958	\$ 18,044

Accounts receivable mainly represent amounts earned under advertising contracts at the respective balance sheet dates. These amounts become billable according to the contract term.

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6. ACCOUNTS RECEIVABLE - continued

Movement of allowance for doubtful accounts is as follows:

	As of December 31,		
	2012	2013	2014
Balance at beginning of year	\$ 224	\$ 556	\$ 1,143
Charge to expenses	325	812	2,090
Transferring out as a result of deconsolidation of subsidiaries	-	(2)	(247)
Write-off of accounts receivable	-	(249)	-
Exchange difference	7	26	(40)
Balance at end of year	<u>\$ 556</u>	<u>\$ 1,143</u>	<u>\$ 2,946</u>

7. PREPAID EXPENSES AND OTHER CURRENT ASSETS

	Note	As of December 31,	
		2013	2014
Deposits of share repurchase	(i)	\$ 10,860	\$ -
Advances to suppliers	(ii)	4,054	1,985
Receivables related to online gaming	(iii)	5,931	3,625
Interest income receivable	(iv)	2,869	5,526
Prepaid expenses		4,404	4,286
Other current assets		4,022	6,836
Rental deposits		1,940	1,850
Amount due from Sohu in relation to the disposition of Qianjun Technology	(4.3)	-	5,000
Loan to third parties	(v)	-	8,530
Total		<u>\$ 34,080</u>	<u>\$ 37,638</u>

- (i) The board of directors of the Company approved a series of share repurchase programs in September 2011, December 2012, June 2013 and June 2014, respectively, whereby the Company is authorized, but not obligated to repurchase its outstanding American Depositary Shares ("ADSs") through the broker from the open market within one year time period for each authorized program. The Company deposited \$10,860 and \$nil at the broker for the share repurchase as of December 31, 2013 and 2014, respectively.



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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued  
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7. PREPAID EXPENSES AND OTHER CURRENT ASSETS - continued

- (ii) Advances to suppliers were mainly comprised of prepayment to suppliers for purchasing fixed assets, contents and copyrights. Advances to suppliers were non-interest bearing and short-term in nature.

In the years ended December 31 2013 and 2014, the allowance of \$252 and \$305 were provided for the advances to game developers based on specific identification after considering repayment patterns and supplier credit worthiness.

- (iii) Receivables related to online gaming represents balances paid online by end users but held at a third party electronic payment service provider, which were in transition to the Company's bank accounts as of December 31, 2013 and 2014. The balances were received by the Company a few days after December 31, 2013 and 2014, respectively.
- (iv) Interest income receivable of \$2,869 and \$5,526 as of December 31, 2013 and 2014 mainly related to the earned and accrued interest of the term deposits with financial institutions during the year.
- (v) In December 2014, the Company entered into a loan agreement with Shenzhen Golden Axe Co., Ltd. pursuant to which, a short-term loan in the principal amount of \$3,320 was provided by the Company. The loan bears interest of 5% per annum and was expected to be repaid within 12 months.

In October 2014, the Company entered into a loan agreement with Fameast Limited, pursuant to which, a short-term interest-free loan of \$5,210 was provided by the Company. This loan was expected to be repaid no later than May 1<sup>st</sup>, 2015.

8. SHORT-TERM INVESTMENTS AND EQUITY METHOD INVESTMENT-CURRENT

*Available-for-sale securities*

As of December 31, 2013 and 2014, the Company held following available-for-sale securities investments:

	Note	As of December 31, 2013			As of December 31, 2014			
		Cost	Gross unrealized gains	Other-than-temporary impairment	Carrying amount	Cost	Gross unrealized losses	Carrying amount
<u>Available-for-sale securities:</u>								
Equity securities	(i)	\$ 77,506	\$ 160,288	-	\$ 237,794	\$ 29,303	\$ (1,493)	\$ 27,810
Corporate bonds	(ii)	64,818	187	(2,098)	62,907	-	-	-
Total		<u>\$ 142,324</u>	<u>\$ 160,475</u>	<u>\$ (2,098)</u>	<u>\$ 300,701</u>	<u>\$ 29,303</u>	<u>\$ (1,493)</u>	<u>\$ 27,810</u>

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8. SHORT-TERM INVESTMENTS AND EQUITY METHOD INVESTMENT-CURRENT - continued

*Available-for-sale securities* - continued

The following table provides additional information on the realized gains and losses in relation to the sales of available-for-sale securities for the years ended December 31, 2012, 2013, and 2014. For the purpose of determining gross realized gains or losses, the initial cost of securities sold was based on specific identification.

Note	Year ended December 31, 2012			Year ended December 31, 2013			Year ended December 31, 2014		
	Proceeds	Initial costs	Gains (losses)	Proceeds	Initial costs	Gains	Proceeds	Initial costs	Gains
Equity securities (i)	\$ 6,097	\$ 6,229	\$ (132)	\$ 81,456	\$ 25,950	\$ 55,506	\$ 352,733	\$ 177,633	\$ 175,100
Corporate bonds (ii)	73,742	71,887	1,855	37,502	37,240	262	62,795	62,713	82
Total	\$ 79,839	\$ 78,116	\$ 1,723	\$ 118,958	\$ 63,190	\$ 55,768	\$ 415,528	\$ 240,346	\$ 175,182

(i) *Equity securities*

In 2013, the Company purchased several stocks at a cost of \$48,899 and sold some stocks with cost of \$25,950 and recognized \$55,506 realized gain in the statement of operations.

In 2014, the Company purchased additional stocks at a cost of \$129,407 and sold some stocks with cost of \$177,633 and recognized \$175,100 realized gain in the statement of operations. In addition, the company received stock dividend of \$1,050 which was recognized as the realized gain of short-term investment.

(ii) *Corporate bonds*

In 2013, the Company purchased several corporate bonds at cost of \$39,782 and classified such corporate bonds as available-for-sale securities. A portion of corporate bonds was impaired because of the change of fair value and \$2,098 was recognized as an impairment loss in accordance with the difference between the investment's cost and its fair value at December 31, 2013. In 2014, the Company sold all the Corporate bonds and recognized \$82 as realized gain.

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8. SHORT-TERM INVESTMENTS AND EQUITY METHOD INVESTMENT-CURRENT - continued

*Derivative financial instruments*

The company used derivative financial instruments in the forms of interest rate swap contracts, interest rate swaption contracts and a series of equity contracts and included these derivative instruments in its trading portfolio.

Such derivative instruments were not designated or qualified as hedging instruments, and accordingly were accounted for by fair value at each period end through the statement of operations.

The following table provides additional information of the fair value of each financial instruments at year end and of the realized gains or losses during the reporting periods.

	Assets (Liability) Derivatives as of December 31,		Realized Gains/(Losses) for the years ended December 31,		
	2013	2014	2012	2013	2014
<u>Derivatives not designated as hedging instruments:</u>					
Interest rate swaption-2013 batch	1,294	-	-	(705)	(1,302)
Interest rate swaption-2014 batch	-	1,937	-	-	(38,383)
Interest rate swap	-	(363)	-	-	(363)
Short call	-	-	1,297	959	10,919
Long call	-	-	-	-	(6,141)
Short put	-	-	-	-	(1,697)
Total	<u>1,294</u>	<u>1,574</u>	<u>1,297</u>	<u>254</u>	<u>(36,967)</u>

*Equity method investment-current*

As described in Note 4.1, the current portion of equity method investment represented 31.61% equity interest in Nuomi. In February 2014, the Company sold such equity method investment to Baidu in the amount of \$68,066, of which \$49,606 was received in fiscal year 2014 and the remaining will be settled on February 28, 2016 and was accounted for as "other non-current assets" as of December 31, 2014 (see Note 12). The transaction related cost of \$3,122 and related tax of \$6,027 were recognized as a deduction of the gain on disposal of equity method investment for the year ended December 31, 2014.

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9. LONG-TERM INVESTMENTS

	Note	As of December 31,	
		2013	2014
Equity method investments:			
Social Finance Inc. ("SoFi")	(i)	\$ 44,673	\$ 67,490
Japan Macro Opportunities Offshore Partners, LP ("JMOOP")	(ii)	48,119	59,860
Snowball Finance Inc. ("Snowball")	(iii)	-	33,613
Hayman Credes Offshore Fund, LP ("Hayman")	(iv)	-	30,000
Eall Technology Limited ("Eall")	(v)	-	17,879
Rise Companies Corp. ("Rise")	(vi)	-	16,025
Effective Space Solution ("ESS")	(vii)	-	4,730
Others	(viii)	4,223	48,553
Total equity method investments		<u>97,015</u>	<u>278,150</u>
Warrant:			
Warrant of Snowball	(iii)	-	901
Cost method investments:			
Hylink Advertising Co., Ltd. ("Hylink")	(ix)	2,478	2,417
StoreDot Ltd. ("StoreDot")	(x)	-	10,001
GoGo Tech Holdings Limited ("GoGo")	(xi)	-	8,100
Sirin Sarl ("Sirin")	(xii)	-	5,000
Others	(xiii)	116	8,982
Total cost method investments		<u>2,594</u>	<u>34,500</u>
Held-to-maturity investments:			
Series 2012-A Senior Secured Refi Loan Notes.	(xiv)	8,233	6,863
Total long-term investments		<u>\$ 107,842</u>	<u>\$ 320,414</u>

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9. LONG-TERM INVESTMENTS - continued

*Equity method investments*

- (i) In September 2012 and March 2014, the Company entered into agreements to purchase 5,573,719 Series B Preferred Shares and 6,014,304 Series D Preferred Shares issued by SoFi at a price of \$8.791258 per Series B Share and \$3.453 per Series D Share with a total consideration of \$69,789. The Company held 26.68% and 24.62% equity interest of SoFi as of December 31, 2013 and 2014, respectively and recognized its share of loss in SoFi of \$3,103 and gain of \$2,028 for the years ended December 31, 2013 and 2014, respectively.
- (ii) In November 2011, February 2013 and January 2014, the Company invested \$20,000, \$20,000 and \$40,000, respectively in JMOOP, which is a Cayman Islands exempted Limited partnership, and served as a limited partner. JMOOP is essentially a hedge fund that focuses on generating return for its partners through investments in the Japanese foreign currency exchange and credit markets. Pursuant to Subscription Agreement of JMOOP, once the general partner and a prospective investor agreed on the terms and investment objectives, the investor will subscribe for the agreed amount and become a limited partner of JMOOP. The general partner will create a new tranche within the fund for the new limited partner's monies, and commence the investing activities for this tranche. There are multiple tranches within JMOOP and there is no restriction on the maximum size of the fund. The general partner is not required to obtain existing partners' consents for or notify the existing partners of the addition of new investors into the fund. Therefore, the Company is practically unable to track its percentage ownership regularly in the partnership's capital. JMOOP reports the fair market value of the investment securities owned by the Company's investment tranche on a monthly basis, and the Company recognizes the appreciation or depreciation on its investment in JMOOP based on such valuation report.

As of December 31, 2014, the Company held two individual partner accounts, "Tranche Y" and "Tranche W", and accounted for them using equity method. The Company recognized its share of loss of \$3,560, gain of \$29,290 and gain of \$55,978 for the years ended December 31, 2012, 2013 and 2014, respectively and recognized capital distributions of \$19,158 and \$84,057 in the years ended December 31, 2013 and 2014, respectively. As of December 31, 2014, capital distribution receivable of \$419 was recorded as amount due from related party (see Note 19).

- (iii) In November 2014, the Company acquired 35,040,427 Series C Preferred Shares issued by Snowball at a price of \$0.9988 per share. Meanwhile, the Company received a detachable preferred share warrant to (1) purchase additional up to 8,872,590 Series C Preferred Shares at a price of \$1.6906 per share; (2) if Snowball issued subsequent equity securities, purchase such subsequent equity securities at a price of the lower of \$1.6906 and the per share price paid by investors purchasing such subsequent equity securities.

The total consideration for the purchase of Series C Preferred Shares and warrant was \$34,998, of which \$901 was allocated to the value of warrant based on its fair value at the acquisition date.

- (iv) In December 2014, the Company invested \$30,000 in Hayman which is a Cayman Islands exempted Limited partnership and served as a Limited Partner. The general partner of Hayman is Hayman Offshore Management Inc, which is also the general partner of JMOOP.
- (v) In September 2014, the Company entered into an agreement to purchase 5,321,428 Series B-1 Preferred Shares and 649,351 Series B-2 Preferred Shares issued by Eall at a price of \$3.08 per Series B-1 Share and \$2.62 per Series B-2 Share with a total consideration of \$18,090. The Company held 18.77% equity interest of Eall and one board seat out of four as of December 31, 2014 and recognized its share of loss of \$211 for the year ended December 31, 2014.
- (vi) In April 2014, the Company entered into an agreement to purchase 7,856,395 Series A Preferred Shares issued by Rise at a price of \$2.1872 per share with a total consideration of \$17,183. The Company held 35.6% equity interest of Rise as of December 31, 2014.
- (vii) In December 2014, the Company entered into an agreement with ESS to purchase 3,333,333 Ordinary Shares at the price of \$1.20 per share with total cash consideration of \$4,000. Since the Company held 25% equity interest of ESS as of December 31, 2014 and was able to exert significant influence over ESS, the investment was accounted for using equity method.

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9. LONG-TERM INVESTMENTS - continued

*Equity method investments* - continued

Meanwhile, the Company was granted a call option to invest additional \$7,000 within next 18 months to acquire additional ordinary shares at a per share price determined on the basis of ESS's valuation of \$30,000. Since the fair value of this call option was immaterial at the purchase date, it was recorded aggregately with the cost of equity method investment.

Besides, the Company wrote an option, which allows ESS to request additional investment of \$7,000 from the Company if the aggregate amount of pre-sale letters received by ESS from its potential clients exceeded \$10,000 during next 3 years. Such written put option was separately recorded based on its fair value of \$730 at the purchase date under the caption of "Other non-current liabilities" on the consolidated balance sheets as of December 31, 2014.

(viii) Others represents other equity method investments with individual carrying amount less than \$15,000 as of December 31, 2013 and 2014, respectively.

The summarized financial information of the equity method investments were as follows:

	As of December 31,	
	2013	2014
Total current assets	\$ 76,508	\$ 318,629
Total assets	\$ 471,322	\$ 898,713
Total current liabilities	\$ 21,291	\$ 47,999
Total liabilities	<u>\$ 225,822</u>	<u>\$ 412,806</u>

	For the years ended December 31,		
	2012	2013	2014
Net revenues	\$ 7,881	\$ 145,745	\$ 118,814
Gross profits	\$ 5,371	\$ 138,168	\$ 105,193
Net (income) loss	<u>\$ 64,139</u>	<u>\$ (83,431)</u>	<u>\$ (30,696)</u>

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9. LONG-TERM INVESTMENTS - continued

*Cost method investments*

- (ix) In April 2011, the Company acquired 2% equity interest of Hylink at total cash consideration of \$2,381. Hylink is mainly engaged in advertising agency service. The Company had no seat in Board and was not able to exercise significant influence over the operating and financial decisions of Hylink, and thus the Company used the cost method to account for its investment.
- (x) In August 2014, the Company entered into an agreement to purchase Series B Preferred Shares issued by StoreDot at total cash consideration of \$10,001 and held 6.06% equity interest of StoreDot. The Company had no seat in Board and was not able to exercise significant influence over the operating and financial decisions of StoreDot, and thus the Company used the cost method to account for its investment.
- (xi) In November 2014, the Company entered into an agreement to acquire 10% equity interest of GoGo with a total consideration of \$8,100. The Company had no seat in Board and was not able to exercise significant influence over the operating and financial decisions of GoGo, and thus the Company used the cost method to account for its investment.
- (xii) In November 2014, the Company entered into an agreement to provide \$5,000 loan to Sirin. The loan bears interest at an annual rate of LIBOR plus 2%. The sum of the principal and the interest would be automatically converted into Sirin's equity securities upon the occurrence of performance conditions or within 36 months.
- (xiii) Others represents other cost method investments with individual carrying amount less than \$3,000 as of December 31, 2013 and 2014, respectively.

*Held-to-Maturity investments*

- (xiv) In July 2012, the Company entered into a Note Purchase Agreement with SoFi Lending Corp., a subsidiary of SoFi, to purchase \$10,000 Series 2012-A Senior Secured Refi Loan Notes issued by SoFi Lending Corp. The loan has a maturity date of July 3, 2032 and a fixed annual interest rate of 4% with no redemption feature. The Company has the positive intent and ability to hold the investments to maturity. The Company received monthly payments, including return of the principal of \$1,353, \$1,370 and earned interest of \$248, \$211 from SoFi Lending Corp. for the years ended December 31, 2013 and 2014.

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10. PROPERTY AND EQUIPMENT, NET

	As of December 31,	
	2013	2014
Building	\$ 34,395	\$ 33,558
Computer equipment and application software	61,857	49,206
Furniture and vehicles	1,267	664
Leasehold improvements	5,425	5,585
	<u>\$ 102,944</u>	<u>\$ 89,013</u>
Less: Accumulated depreciation	\$ (44,294)	\$ (45,233)
Less: Accumulated impairment loss	(90)	(90)
	<u>\$ 58,560</u>	<u>\$ 43,690</u>

Depreciation expenses from continuing operations were \$11,389, \$14,539 and \$14,975 and from discontinued operations were \$2,494, \$3,031 and \$2,370, for the years ended December 31, 2012, 2013 and 2014, respectively.

Impairment loss from continuing operations were \$nil, \$90 and \$nil for the years ended December 31, 2012, 2013 and 2014, respectively. No impairment loss was incurred from discontinued operations for the respective years.



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11. ACQUIRED INTANGIBLE ASSETS, NET

The gross carrying amount, accumulated amortization and net carrying amount of the intangible assets were as follows:

	As of December 31,	
	2013	2014
<b>Intangible assets:</b>		
Domain name, trademarks and online licenses	\$ 25,001	\$ 122
Operating platforms and technology	1,264	363
Game license, webgame cooperation agreement and content copyright	5,278	5,668
User generated content	1,395	-
Customer and broadcasters relationship	793	-
Login users and registered user list	635	169
Non-compete agreement	195	-
	<u>\$ 34,561</u>	<u>\$ 6,322</u>
<b>Less: Accumulated amortization</b>		
Operating platforms and technology	\$ (936)	\$ (363)
Game license, webgame cooperation agreement and content copyright	(3,773)	(3,669)
User generated content	(931)	-
Customer and broadcasters relationship	(582)	-
Login users and registered user list	(575)	(169)
Non-compete agreement	(159)	-
	<u>\$ (6,956)</u>	<u>\$ (4,201)</u>
<b>Less: Accumulated impairment</b>		
Domain name, trademarks and online licenses	\$ -	\$ (121)
Game license, webgame cooperation agreement and content copyright	(208)	(1,998)
	<u>\$ (208)</u>	<u>\$ (2,119)</u>
<b>Intangible asset, net</b>	<u><u>\$ 27,397</u></u>	<u><u>\$ 2</u></u>

Impairment loss from continuing operations were \$nil, \$208 and \$1,925, and from discontinued operations were \$nil, \$nil and \$13,536, respectively for the years ended December 31, 2012, 2013 and 2014. Out of the impairment loss from continuing operations of \$1,925 for the year ended December 31, 2014, \$1,211 was included in restructuring cost due to an online game's internal restructuring and \$714 was disclosed as impairment of intangible assets.

Amortization expenses from continuing operations were \$332, \$558 and \$666 and from discontinued operations were \$1,873, \$1,060 and \$477 for the years ended December 31, 2012, 2013 and 2014, respectively.

As stated in Note 13, on September 30, 2014, the Company performed an interim impairment test on Goodwill. To get the implied fair value of goodwill, the Company allocated the fair value of Renren reporting unit to each of the assets and liabilities in this reporting unit, including indefinite-lived intangible assets. As a result, the indefinite-lived intangible assets was reduced from \$24,536 to \$11,000, which was determined using discounted cash flow ("DCF") method of the income approach applying assumptions including financial forecast developed by the Company for the planning purpose, terminal growth rate of 3%, discount rate of 19% and annual risk free rate of 4%.

In subsequent, due to the disposition of Qianjun Technology on December 1, 2014 (see Note 4.3), the intangible assets including both indefinite-lived and definite-lived intangible assets, which are associated with Qianjun Technology and its online video business were disposed of with a total gross amount of \$28,778, accumulated amortization of \$3,733 and accumulated impairment loss of \$13,536, representing a net intangible assets of \$11,509.

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12. OTHER NON-CURRENT ASSETS

	Note	As of December 31,	
		2013	2014
Receivable related to the disposition of equity method investment in Nuomi	(8)	\$ -	\$ 18,460
Employee housing loan	(i)	3,797	1,734
Rental deposit		1,896	1,259
Restricted cash, non-current		322	314
Long-term deferred expense		49	-
Suppliers deposit		720	77
Total		<u>\$ 6,784</u>	<u>\$ 21,844</u>

- (i) The balance represents the interest-bearing long-term loans to employees provided by the Company during the period from late 2011 to early 2013. Such program was suspended in 2013.

13. GOODWILL

The Company tested goodwill for impairment at the reporting unit level, which is the same as reportable segment. Goodwill is only associated with "Renren" reporting unit. The changes in carrying amounts of goodwill for the years ended December 31, 2013 and 2014 were as follows:

	Note	As of December 31,	
		2013	2014
<b>Gross amount:</b>			
Beginning balance		\$ 60,298	\$ 62,032
Disposal	(4.3)	-	(61,141)
Exchange difference		1,734	(891)
Ending balance		<u>62,032</u>	<u>-</u>
<b>Accumulated impairment loss:</b>			
Beginning balance		(625)	(625)
Charge for the year		-	(46,864)
Disposal	(4.3)	-	47,489
Ending balance		<u>(625)</u>	<u>-</u>
Goodwill, net		<u>\$ 61,407</u>	<u>\$ -</u>

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13. GOODWILL - continued

In view of the declining performance of Renren reporting unit and the reallocating of resources to new business areas, the Company performed an interim impairment test on September 30, 2014 and wrote down its carrying amount to its fair value of \$13,700 and recognized an impairment loss of \$46,864 for the year ended December 31, 2014. The fair value at this interim test was determined based on the discounted cashflow ("DCF") method of the income approach applying assumptions including terminal growth rate of 3%, discount rate of 19% and annual risk free rate of 4%.

As stated in Note 4.3, on December 1, 2014, the Company completed the disposition of Qianjun Technology, which is also included in Renren reporting unit. The amount of goodwill allocated to the business disposed of was determined based on the relative fair value of disposed business and the remained portion in Renren reporting unit, which is close to the remaining carrying amount of goodwill of \$13,652.

14. ACCRUED EXPENSES AND OTHER PAYABLES

	Note	As of December 31,	
		2013	2014
Employee payroll and welfare payables		\$ 9,168	\$ 6,175
Other tax payable		7,510	7,256
Accrued professional, marketing and leasing fees		8,897	3,889
Other payables		6,397	6,291
Liability for advance payment of unvested options		166	-
Accrued advertising sales rebate		505	91
Accrued restructuring liabilities	(i)	671	392
Total		<u>\$ 33,314</u>	<u>\$ 24,094</u>

- (i) The accrued restructuring liabilities represent the accrued severance package and the payables to the counterparties of business contracts in associate with online game service. During 2013 and 2014, the Company restructured the games segment by disposition of the games development activities and focuses on games distribution and operations. Whereas, a number of employment contracts and certain business contracts were terminated. As such, the Company accrued restructuring expenses of \$3,475 and \$2,619 and paid \$2,804 and \$2,898 in 2013 and 2014, respectively.

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**15. INCOME TAXES**

The Company, CIAC, Renren-Jingwei Inc, Link224 Inc., Renren Lianhe Holdings, Wole Inc., JiehunChina Inc., Funall Technology Inc., Xin Ditu Holdings, Renren Study Inc., Jingwei Inc. Limited, Renren Finance Inc. are all incorporated in the Cayman Islands. They are tax-exempted under the tax laws of the Cayman Islands.

Qianxiang Wangjing, incorporated in the PRC on November 11, 2008, qualified as a "software enterprise" in 2009, and therefore was entitled to a two-year exemption starting from the commencement of the profitable year 2009, followed by a 50% reduction in tax rates for the succeeding three years in accordance with the EIT Law if Qianxiang Wangjing qualified for renewal and filed an annual qualification status update to the tax authority. In 2013, Qianxiang Wangjing did not file such report and accordingly was not entitled to such tax reduction from 2013.

Shanghai Changda, incorporated in the PRC on October 25, 2010, qualified as a "software enterprise" in 2010, and therefore was entitled to a two-year exemption starting from the commencement of the profitable year 2011, followed by a 50% reduction in tax rates for the succeeding three years in accordance with the EIT Law if Shanghai Changda qualified for renewal and filed an annual qualification status update to the tax authority. In 2013, Shanghai Changda did not file such report and accordingly was not continually entitled to such tax reduction from 2013.

Renren Games, incorporated in the PRC on November 15, 2012, qualified as a "software enterprise" in 2013, and therefore was entitled to a two-year exemption starting from the commencement of the profitable year 2013, followed by a 50% reduction in tax rates for the succeeding three years in accordance with the EIT Law.

Other subsidiaries and VIEs of the Company domiciled in the PRC were subject to 25% statutory income tax rate in the years presented.

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15. INCOME TAXES - continued

The EIT Law includes a provision specifying that legal entities organized outside PRC will be considered residents for Chinese income tax purposes if their place of effective management or control is within PRC. If legal entities organized outside PRC were considered residents for Chinese income tax purpose, they would become subject to the EIT Law on their worldwide income. This would cause any income from legal entities organized outside PRC earned to be subject to PRC's 25% EIT. The Implementation Rules to EIT Law provide that non-resident legal entities will be considered as PRC residents if substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. reside within PRC.

Despite the present uncertainties resulting from the limited PRC tax guidance on the issue, the Company does not believe that the legal entities organized outside PRC should be characterized as PRC residents for EIT Law purposes.

Under the EIT Law and its implementation rules which became effective on January 1, 2008, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in PRC to its foreign investors who are non-resident enterprises are subject to a 10% withholding tax, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with PRC that provides for a different withholding arrangement. The Cayman Islands, where the Company is incorporated, does not have a tax treaty with PRC.

The Company's subsidiaries and VIEs located in the PRC had aggregate accumulated deficits as of December 31, 2014. Accordingly, no deferred tax liability had been accrued for the Chinese dividend withholding taxes as of December 31, 2014.

The current and deferred component of income tax expenses (benefits) which were substantially attributable to the Company's PRC subsidiaries and VIEs and VIEs' subsidiaries, are as follows:

	Years ended December 31,		
	2012	2013	2014
Current income tax expense	\$ 7	\$ 1,019	\$ 1,620
Deferred income tax expense (benefit)	1,377	(4,999)	4,897
Total income tax expense (benefits)	<u>\$ 1,384</u>	<u>\$ (3,980)</u>	<u>\$ 6,517</u>

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15. INCOME TAXES - continued

The principal components of the deferred tax assets and liabilities were as follows:

	As of December 31,	
	2013	2014
Current deferred tax assets		
Provision for doubtful accounts	\$ 484	\$ 1,583
Accrued payroll and welfare	1,763	1,474
Accrued liabilities-current	1,894	1,551
Impairment of intangible assets	52	272
Less valuation allowance	(3,565)	(4,880)
Current deferred tax assets, net	\$ 628	\$ -
Non-current deferred tax assets		
Accrued liabilities-non-current	\$ 56	\$ 5
Excessive advertising fee-non-current	791	1,304
Excessive employee education fee-non-current	-	74
Net operating loss carry forwards	42,606	54,577
Less valuation allowance	(35,855)	(55,960)
Non-current deferred tax assets, net	\$ 7,598	\$ -
Non-current deferred tax liabilities		
Intangible assets	\$ (6,489)	\$ -
Non-current deferred tax liabilities	\$ (6,489)	\$ -

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15. INCOME TAXES - continued

The Company operates through multiple subsidiaries and VIEs and VIEs' subsidiaries. The valuation allowance is considered on each individual entity basis. The subsidiaries and VIEs and VIEs' subsidiaries registered in the PRC have total deferred tax assets related to net operating loss carry forwards of \$42,606 and \$54,577 as of December 31, 2013 and 2014, respectively. The Company assessed the available evidence to estimate if sufficient future taxable income would be generated to use the existing deferred tax assets. As of December 31, 2014, valuation allowances were established because the Company believes that it is more likely than not that its deferred tax assets will not be realized as it does not expect to generate sufficient taxable income in the near future.

Reconciliation between the income taxes expense (benefits) computed by applying the PRC tax rate to loss before the provision of income taxes and the actual provision for income taxes is as follows:

	Years ended December 31,		
	2012	2013	2014
Income (loss) before provision of income tax	\$ (23,005)	\$ (53,253)	\$ (9,093)
PRC statutory income tax rate	25%	25%	25%
Income tax at statutory tax rate	(5,751)	(13,313)	(2,273)
Taxable deemed interest income from inter-company interest-free loans	1,864	4,427	6,276
Non-deductible loss and other expenses not deductible for tax purposes	8,526	2,887	582
Effect of income tax exemption of the Company in the Cayman Islands	(5,060)	(3,911)	(18,293)
Effect of tax holidays	(9,846)	(4,718)	(1,707)
Changes in valuation allowance	11,651	10,648	21,932
Income tax expenses (benefits)	<u>\$ 1,384</u>	<u>\$ (3,980)</u>	<u>\$ 6,517</u>

If the tax holidays were not available, income taxes provision and net income (loss) per share would have been as follows:

	Years ended December 31,		
	2012	2013	2014
Provision for income taxes	<u>\$ 11,230</u>	<u>\$ 738</u>	<u>\$ 8,224</u>
Net income (loss) per ordinary share from continuing operations attributable to Renren Inc. shareholders			
- basic	\$ (0.04)	\$ (0.03)	\$ 0.03
- diluted	<u>\$ (0.04)</u>	<u>\$ (0.03)</u>	<u>\$ 0.03</u>

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**15. INCOME TAXES - continued**

The Company did not identify significant unrecognized tax benefits for the years ended December 31, 2012, 2013 and 2014, respectively. The Company did not incur any interest and penalties related to potential underpaid income tax expenses and also believed that the adoption of pronouncement issued by FASB regarding accounting for uncertainty in income taxes did not have a significant impact on the unrecognized tax benefits within 12 months from December 31, 2014.

Since January 1, 2008, the relevant tax authorities have not conducted a tax examination on PRC entities. In accordance with relevant PRC tax administration laws, tax years from 2010 to 2014 of the Company's PRC subsidiaries and VIEs and VIEs' subsidiaries remain subject to tax audits as of December 31, 2014, at the tax authority's discretion.

**16. ORDINARY SHARES**

Under a series of share repurchase programs approved by the Company's board of directors on September 29, 2011, December 26, 2012, June 28, 2013 and June 28, 2014, during the years ended December 31, 2012, 2013 and 2014, the Company repurchased 54,253,314, 56,635,569 and 80,728,137 ordinary shares for total considerations of \$53,630, \$55,575 and \$87,323, respectively.

As of December 31, 2014, the Company is authorized to continue its repurchase up to \$57,317 worth of its issued and outstanding ADSs in open-market transactions on NYSE by June 27, 2015.

**17. FAIR VALUE MEASUREMENTS**

*Assets and liabilities measured at fair value on a recurring basis*

The Company measured its financial assets and liabilities including short-term investments and written put option at fair value on a recurring basis as of December 31, 2013 and 2014.

The short-term investments included the investments in equity securities and corporate bonds that were traded publicly in the open market and were valued based on the quoted market price.

The Company's derivative financial instruments were classified as Level 2, as they were not actively traded and were valued using pricing models that used observable market inputs. The Company did not have any transfers between Level 1 and Level 2 fair value measurements during the periods presented.



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17. FAIR VALUE MEASUREMENTS - continued

*Assets and liabilities measured at fair value on a recurring basis* - continued

The following table summarizes the Company's financial assets and liabilities measured and recorded at fair value on recurring basis as of December 31, 2013 and 2014, respectively:

	As of December 31, 2013				As of December 31, 2014			
	Fair Value Measurement at the Reporting Date using				Fair Value Measurement at the Reporting Date using			
	Quoted price in active markets for identical assets Level 1	Significant other observable inputs Level 2	Significant unobservable inputs Level 3	Total	Quoted price in active markets for identical assets Level 1	Significant other observable inputs Level 2	Significant unobservable inputs Level 3	Total
Available-for-sale investments:								
Equity securities	\$ 237,794	\$ -	\$ -	\$ 237,794	\$ 27,810	\$ -	\$ -	\$ 27,810
Corporate bonds	62,907	-	-	62,907	-	-	-	-
Derivative financial instruments:								
Interest rate swaptions	-	1,294	-	1,294	-	1,937	-	1,937
Interest rate swap	-	-	-	-	-	(363)	-	(363)
Written put option	-	-	-	-	-	-	(730)	(730)
Total	\$ 300,701	\$ 1,294	\$ -	\$ 301,995	\$ 27,810	\$ 1,574	\$ (730)	\$ 28,654

The following table provides additional information about the reconciliation of the fair value measurements of written put option using significant unobservable inputs (level 3) from December 31, 2013 to December 31, 2014.

	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)
Balance at December 31, 2013	\$ -
Initial recognition	(730)
Change in fair value	-
Balance at December 31, 2014	\$ (730)

Available-for-sale equity securities were valued using the market approach based on the quoted prices in active markets at the reporting date.

Derivative financial instruments were valued based on quoted market prices of similar instruments and other significant inputs derived from or corroborated by observable market data.

The written put option was valued using the Binomial pricing model. The calculation was based on the exercise price of \$2.25 per share, annual risk free rate of 1.61%, dividend yield of 0% and volatility of 32%.

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17. FAIR VALUE MEASUREMENTS - continued

Assets measured at fair value on a nonrecurring basis

The Company measured its property and equipment, goodwill and other intangible assets, long-term investments at fair value on a nonrecurring basis whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable.

The following table sets forth assets measured at fair value on a nonrecurring basis by level within the fair value hierarchy as of December 31, 2013 and 2014:

		Fair value measurements at reporting date using					Fair value measurements at reporting date using				
		As of December 31, 2013	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Losses	As of December 31, 2014	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Losses
Intangible assets- game licenses and domain name	(i)	\$ -	\$ -	\$ -	\$ -	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ 1,925
Equity method investment- Mapbar	(ii)	2,414	-	-	2,414	19,012	-	-	-	-	-
Equity method investment- Gaoxue	(iii)	1,754	-	-	1,754	4,013	-	-	-	-	-

- (i) As of December 31, 2013 and 2014, the Company used income approach to measure the fair value of domain name in game sector and certain online game's licenses that were terminated due to an internal restructuring. Since such items no longer provided positive cash flows, they were fully impaired in the amount of \$208 and \$1,925 for the years ended December 31, 2014.
- (ii) As of December 31, 2013, the Company valued the fair value of the investment in Mapbar using the cost approach. The significant unobservable inputs that were used in the valuation included the estimated recovery rate for the investee's assets. The range of estimated recovery rate was from 36% to 100%. As of December 31, 2014, the carrying amount of the investment in Mapbar was reduced to zero because of share of loss.
- (iii) As of December 31, 2013, the Company valued the fair value of the investment in Gaoxue using the income approach. The significant unobservable inputs that were used in the valuation included:

	Range
Estimated net revenues	13,022~52,944
Estimated terminal growth rate	3%
Discount rate	25%
Timing of cash flows	7 years

As of December 31, 2014, the investment in Gaoxue was not re-measured by fair value.

In addition, the Company measured the goodwill (see Note 13) and acquired indefinite-lived intangible assets (see Note 11) on a nonrecurring basis on September 30, 2014 using models with significant unobservable inputs (Level 3 inputs).

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18. SHARE-BASED COMPENSATION

*Stock options*

The Company adopted 2003 Stock Incentive Plan (the "2003 Plan"), 2004 Stock Incentive Option Plan (the "2004 Plan"), 2005 Stock Incentive Plan (the "2005 Plan"), 2006 Equity Incentive Plan (the "2006 Plan"), 2008 Equity Incentive Plan (the "2008 Plan"), 2009 Equity Incentive Plan (the "2009 Plan"), 2011 Share Incentive Plan (the "2011 Plan") and the Equity Incentive Plan specifically for Games segment (the "Link224 Inc. Plan") for the granting of stock options and incentive stock options to employees and executives to reward them for service to the Company and to provide incentives for future service.

On January 31, 2008, the Company's Board of Directors approved 60,312,000 shares for option grants under the 2008 Plan. The options were granted in two batches with the majority options to be vested over four years. For Batch I options, 25% will be vested on the first anniversary and the remaining will vest 1/36 monthly from the second year to the fourth year, whereas Batch II options will be vested evenly on monthly basis over the four years period. The stock options expire in 10 years from the date of grant. All the authorized 60,312,000 options were granted to employees and management in 2008.

On October 15, 2009, the Company's Board of Directors approved 39,064,000 shares for option grants under the 2009 Plan. The options will vest over three years where 25% of the options will vest on the grant date, 75% will vest evenly each subsequent calendar month through the three years. The stock options expire in 10 years from the date of grant. All the authorized 39,064,000 options were granted to employees and management in 2009.

On various dates from March to October 2010, the Company granted 3,980,630 stock options to certain employees and advisor at exercise price of \$1.80 per share. The options will vest either (1) 100% immediately upon grant, (2) over two years where 50% of the options will vest at the end of the first year, 1/24 will vest at each of the monthly anniversary for the grant date from the second year or (3) over four years where 25% of the options will vest at the end of the first year, 1/36 of the remaining 75% will vest at each of the monthly anniversary for the grant date from the second year through the fourth year.

The exercise with promissory notes was considered as a modification to the share-based compensation arrangement but without an incremental compensation cost.

In January 2011, the Company granted 12,608,500 share options to certain employees and advisors at the exercise price of \$1.2 per share, where 25% of the options were vested on December 31, 2011 and 1/36 of the remaining 75% will be vested at each of the monthly anniversary of the grant date since December 31, 2011 through the end of the fourth year

In September 2011, the Company granted 519,000 share options to certain employees with the exercise price of \$1.76 per share, where 25% of the options were vested on various defined vesting commencement date per the share option agreements and 1/36 of the remaining 75% will be vested at each calendar month subsequent to first anniversary of the vesting commencement date through the end of the fourth year.

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18. SHARE-BASED COMPENSATION - continued

*Stock options* - continued

In December 2011, the Company granted 1,639,107 share options to certain employees with exercise price of \$1.1 per share. For 60,000 share options of the total share options, 25% of the options were vested on November 9, 2012 and 1/36 of the remaining 75% will be vested at the ninth day of each calendar month after November 9, 2012 through the end of the fourth year. For 1,579,107 share options of the total share options, 25% of the options were vested on December 31, 2012 and 1/36 of the remaining 75% will be vested at the end of each calendar month after December 31, 2012 through the end of the fourth year.

On April 5, 2012, the Company issued 24,636,000 share options under the Company's 2011 share incentive plan to its executives, non-executives directors and employees with the exercise price of \$1.82 per share. For 24,300,000 share options of the total share options, 25% of the options will be vested on April 4, 2013 and 1/36 of the remaining 75% will be vested at the fourth day of each calendar month after April 4, 2013 through the end of the fourth year. For 240,000 share options of the total share options, 25% of the options will be vested on February 28, 2013 and 1/36 of the remaining 75% will be vested at the end of each calendar month after February 28, 2013 through the end of the fourth year. For 90,000 share options of the total share options, 25% of the options will be vested on January 8, 2013 and 1/36 of the remaining 75% will be vested at the eighth day of each calendar month after January 8, 2013 through the end of the fourth year. For 6,000 share options of the total share options, 25% of the options will be vested on March 18, 2013 and 1/36 of the remaining 75% will be vested at the eighteenth day of each calendar month after March 18, 2013 through the end of the fourth year. The Company has determined the fair value of the options was \$26,638 on the grant date, which will be recognized as a share-based compensation cost in the consolidated statements of operations in the next four years on a straight line basis.

On April 30, 2012, the Company granted 300,000 share options to a new director appointed by the Board of Directors, the Company's independent director, with exercise price of \$2.03 per share, where 25% of the options will be vested on May 1, 2013 and 1/36 of the remaining 75% will be vested at the end of each calendar month after May 1, 2013 through the end of the fourth year.

In June, 2012, the Company granted 300,000 share options to another new director appointed by the Board of Directors, the Company's independent director, with exercise price of \$1.486 per share, where 25% of the options will be vested on June 14, 2013 and 1/36 of the remaining 75% will be vested at the end of each calendar month after June 14, 2013 through the end of the fourth year.

In December, 2012, the Company granted 3,503,400 share options to certain employees with exercise price of \$1.1 per share, where 25% of the options will be vested on December 31, 2013 and 1/36 of the remaining 75% will be vested at the end of each calendar month after December 31, 2013 through the end of the fourth year.

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18. SHARE-BASED COMPENSATION - continued

*Stock options* - continued

On December 28, 2012, the Company modified the exercise price of the outstanding share options granted from \$4.00 per ADS to \$3.30 per ADS, which is the closing price of the Company's ADS on the modification date. The eligible outstanding options for this modification as of December 31, 2012 totaled at 27,480,309. The total incremental cost as a result of the modification was \$4,281, of which \$949, \$1,063 and \$1,063 were recognized as share-based compensation expense for the years ended December 31, 2012, 2013 and 2014, respectively, and the remaining will be recognized over the expected requisite service period.

On March 22, 2013, the Company granted 9,867,000 share options to certain employees with exercise price of \$0.983 per share, where 25% of the options will be vested on March 21, 2014 and 1/36 of the remaining 75% will be vested at the 21st day of each calendar month after March 21, 2014 through the end of the fourth year.

On April 1, 2013, Link 224 Inc, a subsidiary of the Company, granted 11,630,000 share options to certain employees with exercise price of \$0.01 per share, where 25% of the options will be vested on December 31, 2013 and 1/36 of the remaining 75% will be vested at the last day of each calendar month subsequent to January 1, 2014 through the end of the fourth year.

On May 17, 2013, the Company granted 3,060,000 share options to certain employees with exercise price of \$0.95 per share, where 25% of the options will be vested on May 16, 2014 and 1/36 of the remaining 75% will be vested at the 16th day of each calendar month after May 16, 2014 through the end of the fourth year.

On August 30, 2013, the Company granted 600,000 share options to certain employees with exercise price of \$1.087 per share, where 25% of the options will be vested on August 30, 2014 and 1/36 of the remaining 75% will be vested at the 16th day of each calendar month after August 30, 2014 through the end of the fourth year.

On October 25, 2013, the Company cancelled 187,600 options that were granted in several batches to the selected employees in Nuomi with weighted average exercise price of \$1.15. This cancellation resulted in an immediate recognition of share-based compensation expenses of \$425 in the year ended December 31, 2013.

On December 2, 2013, the Company granted 2,755,500 share options to certain employees with exercise price of \$0.94 per share, where 25% of the options will be vested on December 2, 2014 and 1/36 of the remaining 75% will be vested at the 1st day of each calendar month after December 2, 2014 through the end of the fourth year.

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18. SHARE-BASED COMPENSATION - continued

*Stock options* - continued

On May 19, 2014, the Company granted 69,593,691 share options to certain employees with exercise price of \$1.097 per share. Amongst, 34,796,847 shares were under agreement where 25% of the options will be vested on May 19, 2015 and 1/36 of the remaining 75% will be vested at the 18<sup>th</sup> day of each calendar month after May 19, 2015 through the end of the fourth year; 34,796,844 were under conditional option agreement where (1) 100% of the options shall be forfeited on May 19, 2017 unless the average closing price of one ADS of the Company during any 30-day period beginning on or after May 19, 2014 and ending on or before May 19, 2017 is US\$6.00 or higher, and (2) 25% of the options will be vested on May 19, 2015 and 1/36 of the remaining 75% will be vested at the 18<sup>th</sup> day of each calendar month after May 19, 2015 through the end of the fourth year, however, that any conditional management options shall not be vested until the end of said 30-day period.

On December 29, 2014, the Company's Compensation Committee approved to reduce the exercise price for all outstanding options previously granted by the Company with an exercise price higher than \$0.873 per ordinary share to \$0.873 per share. This action was accounted for as a share option modification and required the remeasurement of these share options. This remeasurement resulted in a total incremental share-based compensation of \$6,350, of which \$3,678 was recognized in 2014 for the vested share options and the remaining will be recognized ratably over the remaining vesting period of the awards.

Excluding the options containing market and service vesting conditions, the Company calculated the estimated fair value of the options on the respective grant dates using Black-Scholes option pricing model or binomial option pricing model with assistance from independent valuation firms, with the following assumptions used in 2012, 2013 and 2014.

	Years ended December 31,		
	2012	2013	2014
	Using Black-Scholes model	Using binomial model	Using binomial model
Risk-free interest rate	1.28~1.93%	2.0~2.9%	2.6%
Volatility	53%~64%	55%~57%	54%
Expected term (in years)	5.96~6.08	10	10
Exercise price	\$1.10~\$2.03	\$0.01~\$1.087	\$1.097
Dividend yield	-	-	-

(1) *Volatility*

The volatility of the underlying ordinary shares during the life of the options was estimated based on the historical stock price volatility of listed comparable companies over a period comparable to the expected term of the options.

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18. SHARE-BASED COMPENSATION - continued

*Stock options* - continued

(2) *Risk-free interest rate*

Risk-free interest rate was estimated based on the yield to maturity of treasury bonds of the United States with a maturity period close to the expected life of the options

(3) *Expected term*

For the options granted to employees, the Company estimated the expected term based on the vesting and contractual terms and employee demographics.

For the options granted to non-employees, the Company estimated the expected term as the original contractual term.

(4) *Dividend yield*

The dividend yield was estimated by the Company based on its expected dividend policy over the expected term of the options.

(5) *Exercise price*

The exercise price of the options was determined by the Company's board of directors.

(6) *Fair value of underlying ordinary shares*

The closing market price of the Company's ordinary shares on the grant date was used.

For the options containing market and service vesting conditions, the Company estimated the fair value and derived service period of these options using a Monte Carlo simulation pricing model. The calculation was based on the exercise price of \$1.097 per ordinary share, the stock price of \$2.60, annual risk free rate of 2.197%, volatility of 52% and a term of 10 years.

The aggregate intrinsic value was calculated as the difference between the exercise price of the underlying awards and the closing stock price of \$1.15, \$1.02, and \$0.84 of the Company's ordinary share on December 31, 2012, 2013 and 2014, respectively.

The total intrinsic value of options exercised during the years ended December 31, 2012, 2013 and 2014 were \$14,848, \$15,964, and \$7,451, respectively.

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18. SHARE-BASED COMPENSATION - continued

*Stock options* - continued

The following table summarizes information with respect to share options outstanding as of December 31, 2014:

Range of exercise prices	Options outstanding			Options exercisable				
	Number outstanding	Weighted average remaining contractual life	Weighted average exercise price	Weighted average intrinsic value	Number of exercisable	Weighted average remaining contractual life	Weighted average exercise price	Weighted average intrinsic value
\$0.08-\$0.18	8,606,881	5.46	\$ 0.10	\$ 6,303	8,315,816	5.37	\$ 0.11	\$ 6,062
\$0.2-\$0.3	1,043,880	1.79	\$ 0.23	\$ 635	1,043,871	1.79	\$ 0.23	\$ 635
\$0.35-\$0.38	1,068,502	2.78	\$ 0.36	\$ 513	1,068,492	2.78	\$ 0.36	\$ 513
\$0.873-\$1.2	107,128,743	8.70	\$ 0.87	\$ -	23,722,206	7.26	\$ 0.87	\$ -
	<u>117,848,006</u>			<u>\$ 7,451</u>	<u>34,150,385</u>			<u>\$ 7,210</u>

	Number of shares	Weighted average exercise price	Weighted average grant date fair value
Balance, January 1, 2013	70,502,943	\$ 0.71	
Granted	27,912,500	\$ 0.57	1.11
Exercised	(18,583,733)	\$ 0.22	0.14
Forfeited	(8,852,585)	\$ 0.85	0.92
Balance, December 31, 2013	<u>70,979,125</u>	<u>\$ 0.77</u>	<u>0.86</u>
Granted	69,593,691	\$ 0.87	0.55
Exercised	(7,477,739)	\$ 0.32	0.24
Forfeited	(15,247,071)	\$ 0.52	1.13
Balance, December 31, 2014	<u>117,848,006</u>	<u>\$ 0.81</u>	<u>0.68</u>
Exercisable, December 31, 2014	<u>34,150,385</u>	<u>\$ 0.65</u>	
Expected to vest, December 31, 2014	<u>83,697,621</u>	<u>\$ 0.87</u>	

For employee stock options, the Company recorded share-based compensation from continuing operations of \$8,966, \$13,788, and \$19,059 and from discontinued operations of \$282, \$649 and \$nil for the years ended December 31, 2012, 2013, and 2014, respectively, based on the fair value on the grant dates over the requisite service period of award using the straight-line method.

For non-employee options, the Company recorded share-based compensation from continuing operations of \$694, \$721, and \$614 and from discontinued operations of \$nil for the years ended December 31, 2012, 2013, and 2014, respectively, based on the fair value on the grant dates over the requisite service period of award using the straight-line method.

As of December 31, 2014, there was \$52,077 unrecognized share-based compensation expense relating to share options. This amount is expected to be recognized over a weighted-average vesting period of 3.10 years.



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18. SHARE-BASED COMPENSATION - continued

*Nonvested restricted shares*

In September 2011, the Company granted 60,000 restricted Class A ordinary shares to an employee under 2009 Equity Incentive Plan. 25% of the total restricted shares will vest on August 31, 2012 and thereafter the remaining 75% will vest at the ending of each calendar month subsequent to September 1, 2012.

In December 2011, the Company granted 3,750,000 restricted Class A ordinary shares to employees under 2009 Equity Incentive Plan. 25% of the restricted shares will vest on the first anniversary of the vesting commencement date as of October 26, 2012 and thereafter the remaining 75% will vest at the 26th day of each calendar month subsequent to October 26, 2012.

In March 2013, the Company granted 168,000 restricted Class A ordinary shares to employees under 2011 Equity Incentive Plan. 25% of the restricted shares will vest on the first anniversary of the vesting commencement date as of March 22, 2014, and the remaining 75% will vest at the 21<sup>st</sup> day of each calendar month subsequent to March 22, 2014.

On May 19, 2014, the Company granted 8,035,500 restricted Class A ordinary shares to employees under 2011 Equity Incentive Plan. Amongst, 874,500 shares were under agreement where 25% of the nonvested restricted shares will vest on the first anniversary of the vesting commencement date as of May 18th, 2015, and the remaining 75% will vest at the 18 day of each calendar month subsequent to May 18th, 2015; 7,161,000 shares were under agreement where one-forty eighth (1/48) of the nonvested restricted shares will vest at the 18th day of each calendar month subsequent to May 19th, 2014.

On July 17, 2014, the Company granted 78,000 restricted Class A ordinary shares to employees under 2011 Equity Incentive Plan. Amongst, 60,000 shares were under agreement where one-forty eighth (1/48) of the nonvested restricted shares will vest at the 16th day of each calendar month subsequent to July 17th, 2014; 18,000 shares were under agreement where 25% of the nonvested restricted shares will vest on the first anniversary of the vesting commencement date as of July 16th, 2015, and the remaining 75% will vest at the 16<sup>th</sup> day of each calendar month subsequent to July 16th, 2015.

On October 17, 2014, the Company granted 1,144,035 restricted Class A ordinary shares to employees under 2011 Equity Incentive Plan. Amongst, 652,500 shares were under agreement where one-forty eighth (1/48) of the nonvested restricted shares will vest at the 16th day of each calendar month subsequent to October 17th, 2014; 237,000 shares were under agreement where 25% of the nonvested restricted shares will vest on the first anniversary of the vesting commencement date as of October 16th, 2015, and the remaining 75% will vest at the 16<sup>th</sup> day of each calendar month subsequent to October 16th, 2015; 254,535 shares were vested immediately after granted.

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18. SHARE-BASED COMPENSATION - continued

*Nonvested restricted shares* - continued

Immediately before the disposition of Qianjun Technology in November 2014 (see Note 4.3), the Company accelerated the vesting of the nonvested restricted shares that were previously granted to Qianjun Technology's employees to fully vest. As a result, the Company recorded incremental share-based compensation expenses of \$1,955, which was considered as disposition-related cost and recorded as a deduction of the gain on deconsolidation of the subsidiaries.

A summary of the nonvested restricted shares activity is as follows:

	Weighted number of nonvested restricted shares	Weighted average fair value per ordinary share at the grant dates
Outstanding as of December 31, 2012	2,566,776	1.11
Granted	168,000	0.98
Vested	(887,799)	1.11
Forfeited	(82,827)	1.10
Outstanding as of December 31, 2013	<u>1,764,150</u>	<u>1.10</u>
Granted	9,257,535	1.10
Vested	(3,314,997)	1.09
Forfeited	(1,993,695)	1.10
Outstanding as of December 31, 2014	<u>5,712,993</u>	<u>1.10</u>

The Company recorded compensation expenses based on the fair value of nonvested restricted shares on the grant dates over the requisite service period of award using the straight line vesting attribution method. The fair value of the nonvested restricted shares on the grant date was the closing market price of the ordinary shares as of the date. For nonvested restricted share granted in 2014, the fair values at the dates of grant were \$1.097, \$1.103, and \$1.060 per share. The Company recorded the compensation expenses related with nonvested restricted shares from continuing operations of \$27, \$25 and \$1,196 and from discontinued operations of \$928, \$955 and \$2,735 for the years ended December 31, 2012, 2013 and 2014, respectively.

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18. SHARE-BASED COMPENSATION - continued

*Nonvested restricted shares* - continued

There was total unrecognized compensation expense of \$6,989 related to nonvested restricted shares granted as of December 31, 2014. The expense is expected to be recognized over a weighted-average period of 3.44 years.

The amount of share-based compensation expense for options and nonvested restricted shares attributable to cost of revenues, selling and marketing, research and development, general and administrative expenses and loss from the operations of the discontinued operations are as follows:

	Years ended December 31,		
	2012	2013	2014
<b>Gross amount:</b>			
Cost of revenues	\$ -	\$ 184	\$ 83
Selling and marketing	356	155	201
Research and development	1,511	889	1,072
General and administrative	7,820	13,306	19,513
	9,687	14,534	20,869
Expense from the discontinued operations	1,210	1,604	2,735
Total share-based compensation expense	<u>\$ 10,897</u>	<u>\$ 16,138</u>	<u>\$ 23,604</u>

There was no income tax benefit recognized in the statements of operations for share-based compensation for the years ended December 31, 2012, 2013 and 2014.

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19. RELATED PARTY BALANCES AND TRANSACTIONS

Details of related party balances and transactions as of December 31, 2013 and 2014 are as follows:

(1) Amounts due from related parties

As of December 31, 2013 and 2014, amounts due from related parties were \$62,411 and \$1,047, respectively, and details are as follows:

	Note	As of December 31,	
		2013	2014
Gummy Inc., subsidiary of Oak Pacific Holdings ("OPH")	(i)	\$ 21	\$ 46
Beijing Qian Xiang Hu Lian Technology Development Co., Ltd., ("Hu Lian") subsidiary of OPH	(i)	245	342
Softbank Payment Service Corporation ("SBPS"), an affiliate of SB Pan Pacific Corporation	(ii)	108	20
Nuomi Holdings Inc., equity investee of Renren, Inc		175	-
Beijing Nuomi Wang Technology Development Co., Ltd., subsidiary of Nuomi Holdings Inc. ("Beijing Nuomi")	(iii)	61,663	-
Qingting, equity investee of Renren, Inc.		192	220
Beautiful Legend Co., Ltd, entity substantially controlled by the majority shareholder of OPH		7	-
JMOOP, equity investee of the Company	9(ii)	-	419
Total		<u>\$ 62,411</u>	<u>\$ 1,047</u>

- (i) OPH is an entity controlled by the CEO of the Company. The two subsidiaries of OPH, Gummy Inc. and Hu Lian have acted as collection agents of the Company during 2013 and 2014.
- (ii) SBPS, an affiliate of SB Pan Pacific Corporation, provides third party collection service for Renren Game Japan Inc. during 2013 and 2014.
- (iii) As described in Note 4.1, the Company deconsolidated Nuomi from the Company's consolidated financial statements on October 26, 2013. At the deconsolidation date, the amount due from Beijing Nuomi was \$74,825, which was partially settled in November and December 2013. As of December 31, 2013, the balance of amount due from Beijing Nuomi was \$61,663, which was fully settled subsequently in February 2014.

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19. RELATED PARTY BALANCES AND TRANSACTIONS - continued

- (2) Amounts due to related parties:

	As of December 31,		
	Note	2013	2014
Qingting, equity investee of the Company		\$ 113	\$ -
Mapbar, equity investee of the Company		65	37
Nuomi Holdings Inc., equity investee of the Company	(i)	60,884	-
Ying He Hu Dong, equity investee of the Company		-	266
Total		<u>\$ 61,062</u>	<u>\$ 303</u>

- (i) As described in Note 4.1, the Company deconsolidated Nuomi Holdings Inc. on October 26, 2013. Pursuant to purchase agreement reached among the Company, Nuomi Holdings Inc. and Baidu Holdings Limited dated on August 23, 2013, immediately after the deconsolidation date, the Company issued promissory note to Nuomi Holdings Inc. in the principal amount of \$60,884 that equaled the balance of the Company's receivables from Beijing Nuomi as of July 31, 2013. Such promissory note would be repaid upon the settlement of the Company's receivables in respect to Beijing Nuomi. After the balance sheet date, the promissory note of \$60,884 was paid up in February 2014 along with the settlement of the other receivable.

- (3) Transactions with related parties for amount due from related parties

	Years ended December 31,		
	2012	2013	2014
Cash collected through SBPS, an affiliate of SB Pan Pacific Corporation	\$ 1,116	\$ 1,153	\$ 515
Back office service provided to Hu Lian, subsidiary of OPH	270	128	104
Self-developed games licensed to Gummy Inc., subsidiary of OPH	1	-	77
Professional fees paid for Nuomi by Renren Inc.	-	175	-
Dividend declared but not paid by JMOOP, equity investee of the Company	-	-	419
Loan to Qingting, equity investee of the Company	-	-	228
Total	<u>\$ 1,387</u>	<u>\$ 1,456</u>	<u>\$ 1,343</u>

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19. RELATED PARTY BALANCES AND TRANSACTIONS - continued

- (4) Transactions with related parties for amount due to related parties

	Years ended December 31,		
	2012	2013	2014
Location-based service provided by Mapbar Technology Limited	\$ 304	\$ 299	\$ 203
Internet service provided by Qingting, equity investee of Renren Inc.	-	111	197
Game operating service provided by Ying He Hu Dong, equity investee of Renren Inc.	-	-	428
Game operating service provided by Beautiful Legend Co., Ltd, entity substantially controlled by the majority shareholder of OPH	-	-	44
Total	<u>\$ 304</u>	<u>\$ 410</u>	<u>\$ 872</u>

- (5) In July 2012, the Company purchased \$10,000 Series 2012-A Senior Secured Refi Loan Notes issued by SoFi Lending Corp., a subsidiary of SoFi. OPH is a shareholder of SoFi and the Company's chairman and chief executive officer, Joseph Chen, is a director of SoFi. In September 2012 and January 2014, the Company invested \$49,000 in newly issued Series B preferred shares and \$20,789 in newly issued Series D preferred shares of SoFi, respectively, concurrently with a group of other investors. These transactions were approved by the independent, disinterested members of the Company's board and the audit committee of the board.

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**20. SEGMENT INFORMATION**

The Company's Chief Operating Decision Maker (the "CODM") continued to be identified as the Chief Executive Officer, who is responsible for decisions about allocating resources and assessing performance of the Company.

The Company reevaluated its segments and concluded that it has two reportable segments in 2014, namely Renren and Games. As described in Note 4, Nuomi, Qingting and Qianjun Technology excluding Woxiu business were treated as discontinued. The segment information for year 2012 and 2013 were retrospectively revised to reflect such changes as follows:

	Year ended December 31, 2012			Year ended December 31, 2013			Year ended December 31, 2014		
	Renren	Games	Total	Renren	Games	Total	Renren	Games	Total
Net revenues	\$ 65,372	\$ 89,455	\$ 154,827	\$ 62,474	\$ 85,473	\$ 147,947	\$ 45,853	\$ 37,101	\$ 82,954
Cost of revenues	(24,691)	(25,103)	(49,794)	(31,036)	(23,244)	(54,280)	(33,037)	(14,935)	(47,972)
Operating expenses	(114,247)	(38,814)	(153,061)	(124,163)	(68,949)	(193,112)	(163,512)	(30,864)	(194,376)
Operating (loss) income	(73,566)	25,538	(48,028)	(92,725)	(6,720)	(99,445)	(150,696)	(8,698)	(159,394)
Net income (loss) from continuing operations	(57,575)	25,715	(31,860)	(22,312)	(6,644)	(28,956)	39,965	(6,560)	33,405
Net income (loss) from discontinued operations	(43,193)	-	(43,193)	92,597	-	92,597	26,673	-	26,673
Net income (loss)	\$ (100,768)	\$ 25,715	\$ (75,053)	\$ 70,285	\$ (6,644)	\$ 63,641	\$ 66,638	\$ (6,560)	\$ 60,078
Total assets	\$ 1,104,989	\$ 72,953	\$ 1,177,942	\$ 1,344,327	\$ 41,359	\$ 1,385,686	\$ 1,113,446	\$ 35,707	\$ 1,149,153

The majority of the Company's revenue for the years ended December 31, 2012, 2013 and 2014 was generated from the PRC. Game has recognized revenue of \$2,004, \$2,368 and \$4,480 from overseas game entities for the years ended December 31, 2012, 2013 and 2014, respectively.

As of December 31, 2013 and 2014, respectively, substantially all of long-lived assets of the Company were located in the PRC.

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21. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted net income (loss) per ordinary share for the years ended:

	Years ended December 31,		
	2012	2013	2014
Net income (loss):			
Income (loss) from continuing operations	\$ (31,860)	\$ (28,956)	\$ 33,405
Income (loss) on discontinued operations, net of tax	(43,193)	92,597	26,673
Net income (loss)	(75,053)	63,641	60,078
Add: net loss attributable to noncontrolling interest	27	92	382
Net income (loss) attributable to Renren Inc. shareholders	\$ (75,026)	\$ 63,733	\$ 60,460
Weighted average number of ordinary shares outstanding used in computing net income (loss) per ordinary share-basic	1,151,659,545	1,118,091,879	1,059,446,436
Incremental weighted average ordinary shares from assumed exercise of stock options using the treasury stock method	-	12,648,043	8,185,273
Weighted average number of ordinary shares outstanding used in computing net income (loss) per ordinary share-diluted	<u>1,151,659,545</u>	<u>1,130,739,922</u>	<u>1,067,631,709</u>
Net income (loss) per ordinary share attributable to Renren Inc. shareholders - basic:			
Income (loss) per ordinary share from continuing operations	\$ (0.03)	\$ (0.03)	\$ 0.03
Income (loss) per ordinary share from discontinued operations	\$ (0.04)	\$ 0.08	\$ 0.03
Net income (loss) per ordinary share attributable to Renren Inc. shareholders - basic:	<u>\$ (0.07)</u>	<u>\$ 0.06</u>	<u>\$ 0.06</u>
Net income (loss) per ordinary share attributable to Renren Inc. shareholders - diluted:			
Income (loss) per ordinary share from continuing operations	\$ (0.03)	\$ (0.03)	\$ 0.03
Income (loss) per ordinary share from discontinued operations	\$ (0.04)	\$ 0.08	\$ 0.03
Net income (loss) per ordinary share attributable to Renren Inc. shareholders - diluted:	<u>\$ (0.07)</u>	<u>\$ 0.06</u>	<u>\$ 0.06</u>

For the years ended December 31, 2013 and 2014, 47,873,254 and 75,475,022 stock options and nil and 4,778,877 nonvested shares were excluded from the calculation of diluted weighted average number of common shares, respectively, as their effect was anti-dilutive.

In addition, for the year ended December 31, 2014, 34,796,844 market-conditioned stock options were excluded from the calculation of diluted weighted average number of common shares, as the market condition has not been met at the end of reporting period.



RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued  
FOR THE YEARS ENDED DECEMBER 31, 2012, 2013 AND 2014  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

22. COMMITMENTS AND CONTINGENCY

(1) Operating lease as lessee

The Company leases its facilities and offices under non-cancelable operating lease agreements. In addition, the Company pays telecommunications carriers and other service providers for telecommunications services and for hosting its servers at their internet data centers under non-cancelable agreements, which are treated as operating leases. These leases expire through 2017 and are renewable upon negotiation. Rental and bandwidth expenses under operating leases for 2012, 2013 and 2014 from continuing operations were \$26,133, \$27,258, and \$22,244 respectively and from discontinued operations were \$9,576, \$9,982 and \$8,603, respectively.

Future minimum lease payments under such non-cancellable leases as of December 31, 2014 are as follows:

2015	\$	14,526
2016		6,809
2017		144
2018 and thereafter		-
Total	\$	<u>21,479</u>

(2) Unconditional investment commitment

Based on the share purchase agreement with Loadstar dated March 14, 2014, the Company will acquire Series C Preferred Stock issued by Loadstar with the total consideration of approximately \$4.2 million within fiscal year 2015. The above mentioned consideration was not paid by December 31, 2014.

23. EMPLOYEE BENEFIT PLAN

Full time employees of the Company in the PRC participate in a government-mandated defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. The Company accrues for these benefits based on certain percentages of the employees' salaries. The total provisions for such employee benefits from continuing operations were \$17,928, \$21,913 and \$15,152 and from discontinued operations were \$3,825, \$5,620 and \$877 for the years ended December 31, 2012, 2013 and 2014, respectively.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued  
FOR THE YEARS ENDED DECEMBER 31, 2012, 2013 AND 2014  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

24. STATUTORY RESERVE AND RESTRICTED NET ASSETS

In accordance with the Regulations on Enterprises with Foreign Investment of China and their articles of association, the Company's subsidiaries and VIE entities located in the PRC, being foreign invested enterprises established in the PRC, are required to provide for certain statutory reserves. These statutory reserve funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund or discretionary reserve fund, and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires a minimum annual appropriation of 10% of after-tax profit (as determined under accounting principles generally accepted in China at each year-end); the other fund appropriations are at the subsidiaries' or the affiliated PRC entities' discretion. These statutory reserve funds can only be used for specific purposes of enterprise expansion, staff bonus and welfare, and are not distributable as cash dividends except in the event of liquidation of the Company's subsidiaries, the Company's affiliated PRC entities and their respective subsidiaries. The Company's subsidiaries and VIE entities are required to allocate at least 10% of their after-tax profits to the general reserve until such reserve has reached 50% of their respective registered capital. As of December 31, 2014, none of the Company's PRC subsidiaries and VIE entities had a general reserve that reached the 50% of their registered capital threshold, therefore they will continue to allocate at least 10% of their after-tax profits to the general reserve fund.

Appropriations to the enterprise expansion reserve and the staff welfare and bonus reserve are to be made at the discretion of the board of directors of each of the Company's subsidiaries.

The appropriation to these reserves by the Company's PRC subsidiaries was \$3,205, \$nil and \$nil for the years ended December 31, 2012, 2013 and 2014, respectively.

As a result of these PRC laws and regulations and the requirement that distributions by PRC entities can only be paid out of distributable profits computed in accordance with PRC GAAP, the PRC entities are restricted from transferring a portion of their net assets to the Company. Amounts restricted include paid-in capital and the statutory reserves of the Company's PRC subsidiaries and VIE entities. The aggregate amounts of capital and statutory reserves restricted which represented the amount of net assets of the relevant subsidiaries and VIE entities in the Company not available for distribution was 304,502 as of December 31, 2014.

25. SUBSEQUENT EVENT

*Long-term investment*

Subsequent to the balance sheet date, the Company paid a total of \$274.7 million in relation with the following long term investments:

- (i) In January 2015, the Company acquired 204,471 Series A Preferred Shares, representing 25% of total shares of Credit Shop Inc. ("Credit Shop"), for a total consideration of \$15,000. The parties also reached an agreement on a convertible revolving loan arrangement, whereby the Company will provide a revolving line of credit up to \$15,000 to Credit Shop and may convert the loan to Series A Preferred Shares. Upon the conversion, the Company will purchase additional Series A Preferred Shares from Credit Shop in the amount of \$5,000.
- (ii) In January 2015, the Company entered into an agreement with Motif Investing Inc. to purchase 5,579,734 Series E Preferred Shares, representing 10% of its total shares, for a total consideration of \$40,000. The Company also received a detachable preferred share warrant to purchase up to an additional 6,199,704 Series E Preferred Shares at a price of \$17.92 per share.
- (iii) In January 2015, the Company entered into an agreement with 268V Limited to purchase 64,281,655 Series D Preferred Shares, representing 20% of its total shares, for a total consideration of \$75,000. Meanwhile, the Company received a preferred share warrant to purchase up to an additional 6,428,181 Series D-1 Preferred Shares at a price of \$3.11 per share within 24 months.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued  
FOR THE YEARS ENDED DECEMBER 31, 2012, 2013 AND 2014  
(In thousands of US dollars, except share data and per share data, or otherwise noted)

25. SUBSEQUENT EVENT - continued

*Long-term investment - continued*

- (iv) On January 30, 2015 and February 17, 2015, the Company entered into agreements to purchase a total of 2,361,116 Series E Preferred Shares issued by SoFi at a price of \$9.4578 per share for a total consideration of \$22,331, which has been paid in full. Prior to these additional purchase of shares, the Company had already made investments in SoFi, classified as an equity method investment with a carrying value of \$67,490 as of December 31, 2014 (see Note 9i), representing the Company's original cost of investment adjusted by the Company's share of undistributed earnings or losses of SoFi up to December 31, 2014. Upon the completion of these investments, the Company held 24.8% of total shares of SoFi.
- (v) In March 2015, the Company entered into an agreement with LendingHome Corporation to acquire 6,153,999 Series C Preferred Shares representing 14.72% of its total shares, in a total consideration of \$65,843.
- (vi) In March 2015, the Company entered into agreement with Eunke Technology Ltd. to purchase 4,770,131 Series B Preferred Shares, representing 20.9% of its total shares, in a total consideration of \$25,000.
- (vii) Other than the items stated as above, the Company also invested in an aggregate of \$31.5 million in long-term investments and a convertible loan with individual amounts each less than \$10,000.

*Tender offer*

On April 2, 2015, the Company announced that it was commencing a modified Dutch auction tender offer to purchase up to \$50 million in value of its ADSs at a price not greater than \$2.75 nor less than \$2.40 per ADS. Under the terms of the tender offer, the Company will invite holders of ADSs to tender their ADSs at prices specified by such holders within such range of prices in the manner described in the offer materials. Subject to the conditions set forth in the offer materials, the Company will select the lowest single per ADS purchase price that will allow it to purchase \$50 million in value of ADSs at completion of the tender offer. The tender offer will expire at 12:00 midnight, New York City time, at the end of April 29, 2015, unless the Company extends the offer. The tender offer constitutes a part of the \$100 million share repurchase program that the Company announced on June 28, 2014.

*Short-term investment*

Subsequent to the balance sheet date, the Company made the following short-term investments:

	Period subsequent to the balance sheet date,			
	Gross Purchase Cost	Sales of investments		
		Proceeds	Costs	Losses
<u>Available-for-sale</u>				
Equity securities	30,994	161	164	3
<u>Derivative financial instruments</u>				
Call options	23,388	-	-	-

RENREN INC.

Additional Information - Financial Statement Schedule I  
Condensed Financial Information of Parent Company  
BALANCE SHEETS

(U.S. dollars in thousands, except share data and per share data, or otherwise noted)

	As of December 31,	
	2013	2014
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 82,586	\$ 95,485
Term deposits	392,699	139,890
Short-term investments	300,701	28,139
Prepaid expenses and other current assets	15,199	3,048
Amounts due from subsidiaries	418,079	933,496
Amounts due from related parties	-	419
Equity method investment- current	60,508	-
Total current assets	<u>1,269,772</u>	<u>1,200,477</u>
Long-term investments	101,025	83,403
Investment in subsidiaries	(37,945)	(192,061)
Other non-current assets	-	18,460
<b>TOTAL ASSETS</b>	<u><u>1,332,852</u></u>	<u><u>1,110,279</u></u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accrued expenses and other payables	\$ 1,823	\$ 1,614
Promissory notes to related parties	60,884	-
Income tax payable	-	6,027
Total current liabilities	<u>62,707</u>	<u>7,641</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 62,707</u></u>	<u><u>\$ 7,641</u></u>
Equity:		
Class A ordinary shares, \$0.001 par value, 3,000,000,000 shares authorized, 789,976,372 and 720,040,971 shares issued and outstanding as of December 31, 2013 and 2014, respectively	\$ 790	\$ 720
Class B ordinary shares, \$0.001 par value, 500,000,000 shares authorized, 305,388,450 and 305,388,450 shares issued and outstanding as of December 31, 2013 and 2014, respectively	305	305
Additional paid-in capital	1,285,283	1,224,393
Accumulated deficit	(191,014)	(130,554)
Accumulated other comprehensive income	174,781	7,774
<b>Equity</b>	<u><u>1,270,145</u></u>	<u><u>1,102,638</u></u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u><u>\$ 1,332,852</u></u>	<u><u>\$ 1,110,279</u></u>

RENREN INC.

Additional Information - Financial Statement Schedule I  
 Condensed Financial Information of Parent Company  
 STATEMENTS OF OPERATIONS AND COMPREHENSIVE (LOSS) INCOME  
 (U.S. dollars in thousands, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2012	2013	2014
Selling and marketing	\$ 562	\$ 398	\$ 625
Research and development	1,855	697	1,342
General and administrative	13,376	14,820	24,964
<b>Total operating expenses</b>	<b>15,793</b>	<b>15,915</b>	<b>26,931</b>
Other income	389	574	332
Exchange (loss) gain on offshore bank accounts	-	1,386	(2,314)
Interest income	19,925	12,508	7,059
Realized gain on short-term investments	4,317	56,727	167,225
Impairment of short-term investments	-	(2,098)	-
Earnings (loss) in equity method investments	(4,784)	23,070	4,835
Gain on disposal of equity method investments	-	-	60,116
Gain on deconsolidation of the subsidiaries	-	132,821	-
Equity in loss of subsidiaries and variable interest entities	(79,080)	(145,340)	(149,862)
<b>Net income (loss)</b>	<b>(75,026)</b>	<b>63,733</b>	<b>60,460</b>
Other comprehensive (loss) income, net of tax:			
Foreign currency translation	1,289	4,805	(5,039)
Net unrealized gain on available-for-sale investments, net of tax of \$nil for the years ended December 31, 2012, 2013 and 2014, respectively	32,374	183,932	13,223
Transfer to statements of operations of realized gain on available-for-sale securities, net of tax of \$nil for the years ended December 31, 2012, 2013 and 2014, respectively	(1,283)	(55,768)	(175,191)
Transfer to statements of operations as a result of other-than-temporary impairment of short-term investments, net of tax of \$nil	-	2,098	-
<b>Other comprehensive (loss) income</b>	<b>32,380</b>	<b>135,067</b>	<b>(167,007)</b>

RENREN INC.

**Additional Information - Financial Statement Schedule I**  
**Condensed Financial Information of Parent Company**  
**STATEMENT OF CHANGES IN EQUITY**  
**(U.S. dollars in thousands, except share data and per share data, or otherwise noted)**

	Class A ordinary shares		Class B ordinary shares		Treasury shares		Additional paid-in capital	Subscription receivable	Accumulated deficit	Accumulated other comprehensive income	Total Renren Inc.'s equity
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at January 1, 2012	770,912,350	\$ 771	398,763,450	\$ 399	(18,267,684)	\$ (25,597)	\$ 1,407,059	-	\$ (179,721)	\$ 7,334	\$ 1,210,245
Stock-based compensation	-	-	-	-	-	-	10,897	-	-	-	10,897
Other comprehensive income	-	-	-	-	-	-	-	-	-	32,380	32,380
Net loss	-	-	-	-	-	-	-	-	(75,026)	-	(75,026)
Exercise of share option and restricted shares vesting	13,189,706	13	3,916,667	4	-	-	3,571	-	-	-	3,588
Repurchase of ordinary shares	(54,253,314)	(54)	-	-	(54,253,314)	(76,131)	1,100	-	-	-	(75,085)
Advances to shareholders	-	-	-	-	-	-	(1,605)	-	-	-	(1,605)
Cancellation of treasury shares	-	-	-	-	72,520,998	101,728	(101,728)	-	-	-	-
Acquisition 35% noncontrolling interest in Qingting	-	-	-	-	-	-	(250)	-	-	-	(250)
Share subscription receivables of JiehunChina	-	-	-	-	-	-	-	(229)	-	-	(229)
Balance at December 31, 2012	729,848,742	\$ 730	402,680,117	\$ 403	-	-	\$ 1,319,044	\$ (229)	\$ (254,747)	\$ 39,714	\$ 1,104,915
Stock-based compensation	-	-	-	-	-	-	16,138	-	-	-	16,138
Other comprehensive income	-	-	-	-	-	-	-	-	-	135,067	135,067
Net income	-	-	-	-	-	-	-	-	63,733	-	63,733
Exercise of share option and restricted shares vesting	16,763,199	17	2,708,333	2	-	-	4,013	-	-	-	4,032
Repurchase of ordinary shares	(56,635,569)	(57)	-	-	-	-	(55,517)	-	-	-	(55,574)
Transfer Class B shares to Class A shares	100,000,000	100	(100,000,000)	(100)	-	-	-	-	-	-	-
Bad debt provision of share subscription receivables	-	-	-	-	-	-	-	229	-	-	229
Receipt of repayment from shareholder	-	-	-	-	-	-	1,605	-	-	-	1,605
Balance at December 31, 2013	789,976,372	\$ 790	305,388,450	\$ 305	-	-	\$ 1,285,283	-	\$ (191,014)	\$ 174,781	\$ 1,270,145
Stock-based compensation	-	-	-	-	-	-	23,604	-	-	-	23,604
Other comprehensive income	-	-	-	-	-	-	-	-	-	(167,007)	(167,007)
Net income	-	-	-	-	-	-	-	-	60,460	-	60,460
Exercise of share option and restricted shares vesting	10,792,736	11	-	-	-	-	2,748	-	-	-	2,759
Repurchase of ordinary shares	(80,728,137)	(81)	-	-	-	-	(87,242)	-	-	-	(87,323)
Balance at December 31, 2014	720,040,971	\$ 720	305,388,450	\$ 305	-	-	\$ 1,224,393	-	\$ (130,554)	\$ 7,774	\$ 1,102,638

RENREN INC.

Additional Information - Financial Statement Schedule I  
Condensed Financial Information of Parent Company  
STATEMENTS OF CASH FLOWS

(U.S. dollars in thousands, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2012	2013	2014
Cash flows from operating activities:			
Net income (loss)	\$ (75,026)	\$ 63,733	\$ 60,460
Equity in income of subsidiaries and variable interest entities	79,080	145,340	149,862
Share-based compensation expense	10,897	11,754	22,827
Gain on deconsolidation of subsidiaries	-	(132,821)	-
Gain on disposal of equity method investment	-	-	(60,116)
Depreciation and amortization	266	267	-
Exchange loss (gain) on offshore accounts	-	(1,386)	2,314
Impairment on short-term investments	-	2,098	-
Gain on short-term investments and fair value change of derivatives	(4,317)	(56,727)	(167,225)
Earnings (loss) in equity method investments	4,784	(23,070)	(4,835)
Changes in operating assets and liabilities:			
Prepaid expenses and other current assets	3,320	(9)	1,770
Accrued expenses and other payables	(496)	538	(444)
Increase in amounts due to a subsidiary	(95,108)	(250,013)	(512,295)
Capital distribution received from Japan Macro	-	19,158	25,321
Net cash used in operating activities	(76,600)	(221,138)	(482,361)
Cash flows from investing activities:			
Decrease in term deposits	152,680	158,687	250,495
Proceeds from sale of available for sale securities	81,136	118,958	415,528
Proceeds from sale of derivative financial instruments	1,297	959	80,861
Proceeds from principal return on			
Series 2012-A Senior Secured Refi Loan Notes	414	1,353	1,370
Proceeds from sales of equity method investment	-	-	46,484
Capital distribution received from equity method investees	-	-	74,721
Dividend received from available for sale securities	-	-	1,050
Purchase of available for sale securities	(140,677)	(88,676)	(129,407)
Purchase of derivative financial instruments	-	-	(90,112)
Purchase of equity method investments	(49,000)	(20,000)	(20,789)
Purchases of Series 2012-A Senior Secured Refi Loan Notes	(10,000)	-	-
Cash disposed of from deconsolidation of subsidiaries	-	(18,309)	-
Investment in subsidiaries	(1,343)	-	-
Net cash provided by investing activities	34,507	152,972	630,201
Cash flows from financing activities:			
Repurchase of ordinary shares	(53,630)	(55,575)	(76,462)
Deposits for share repurchase	-	(10,860)	-
Proceeds from exercise of share options	1,898	2,913	2,514
Proceeds from the issuance of promissory note issued to Nuomi Inc.	-	60,884	-
Repayment of promissory note issued to Nuomi Inc.	-	-	(60,884)
Net cash used in financing activities	(51,732)	(2,638)	(134,832)
Net increase (decrease) in cash and cash equivalents	(93,825)	(70,804)	13,008
Cash and cash equivalents at beginning of year	247,215	153,390	82,586
Effect of exchange rate changes	-	-	(109)
Cash and cash equivalents at end of year	\$ 153,390	\$ 82,586	\$ 95,485

**RENREN INC.**

**Additional Information - Financial Statement Schedule I  
Condensed Financial Information of Parent Company  
NOTES TO FINANCIAL STATEMENTS  
(U.S. dollars in thousands, except share data and per share data, or otherwise noted)**

**1. BASIS FOR PREPARATION**

The condensed financial information of the Parent Company has been prepared using the same accounting policies as set out in the Group's consolidated financial statements except that the Parent Company used the equity method to account for investments in its subsidiaries and VIEs.

The condensed financial information is provided since the restricted net assets of the Group's subsidiaries, VIEs and VIEs' subsidiaries were over 25% of the consolidated net assets of the Group as of December 31, 2014.

**2. INVESTMENTS IN SUBSIDIARIES, VIEs AND VIEs' SUBSIDIARIES**

The Parent Company and its subsidiaries, VIEs and VIEs' subsidiaries were included in the consolidated financial statements where inter-company balances and transactions were eliminated upon consolidation. For purpose of the Parent Company's stand-alone financial statements, its investments in subsidiaries, VIEs and VIEs' subsidiaries were reported using the equity method of accounting. The Parent Company's share of loss from its subsidiaries, VIEs and VIEs' subsidiaries were reported as share of loss of subsidiaries, VIEs and VIEs' subsidiaries in the accompanying Parent Company financial statements. Ordinarily under the equity method, an investor in an equity method investee would cease to recognize its share of the losses of an investee once the carrying value of the investment has been reduced to nil absent an undertaking by the investor to provide continuing support and fund losses. For the purpose of this Schedule I, the Parent Company has continued to reflect its share, based on its proportionate interest, of the losses of subsidiaries, VIEs and VIEs' subsidiaries regardless of the carrying value of the investment even though the Parent Company is not obligated to provide continuing support or fund losses.



# Japan Macro Opportunities Offshore Partners, L.P.

(A Cayman Islands Exempted Limited Partnership)

Financial Statements as of and for the  
Year Ended December 31, 2012

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF ASSETS AND LIABILITIES**  
**AS OF DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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**ASSETS**

INVESTMENT IN JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P. (the “Master Fund”) — at fair value	\$	77,319,518
CASH		42,686
OTHER ASSETS		<u>1,326</u>
TOTAL	\$	<u>77,363,530</u>

**LIABILITIES AND PARTNERS’ CAPITAL**

CAPITAL WITHDRAWALS PAYABLE	\$	42,686
ACCRUED EXPENSES		27,281
PARTNERS’ CAPITAL		<u>77,293,563</u>
TOTAL	\$	<u>77,363,530</u>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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<b>REALIZED AND UNREALIZED LOSS ON INVESTMENTS ALLOCATED FROM MASTER FUND:</b>	
Realized loss on derivative instruments and securities	\$ (25,119,745)
Net change in unrealized depreciation on derivative instruments and securities	<u>(16,093,777)</u>
Realized and unrealized loss on derivative instruments and securities allocated from Master Fund	<u>(41,213,522)</u>
<b>NET INVESTMENT LOSS ALLOCATED FROM MASTER FUND:</b>	
Interest income	12
Management fees	(1,121,686)
Professional, administrator and other expenses	<u>(281,127)</u>
Net investment loss allocated from Master Fund	<u>(1,402,801)</u>
PARTNERSHIP EXPENSES — Other expenses	<u>34,499</u>
NET INVESTMENT LOSS	<u>(1,437,300)</u>
DECREASE IN PERFORMANCE DISTRIBUTION AT MASTER FUND	<u>485,357</u>
NET DECREASE IN PARTNERS' CAPITAL RESULTING FROM OPERATIONS	<u>\$ (42,165,465)</u>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF CHANGES IN PARTNERS' CAPITAL**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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	<b>General Partner</b>	<b>Limited Partners</b>	<b>Total</b>
PARTNERS' CAPITAL — January 1, 2012	\$ -	\$ 98,404,685	\$ 98,404,685
Capital contributions	-	24,340,000	24,340,000
Capital withdrawals	-	(3,285,657)	(3,285,657)
Net decrease in partners' capital resulting from operations	-	(42,165,465)	(42,165,465)
PARTNERS' CAPITAL — December 31, 2012	<u>\$ -</u>	<u>\$ 77,293,563</u>	<u>\$ 77,293,563</u>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Net decrease in partners' capital resulting from operations	\$ (42,165,465)
Adjustments to reconcile net decrease in partners' capital resulting from operations to net cash used in operating activities:	
Net investment loss allocated from Master Fund	1,402,801
Net change in unrealized depreciation on derivative instruments and securities allocated from Master Fund	16,093,777
Realized loss on derivative instruments and securities allocated from Master Fund	25,119,745
Decrease in performance distribution at Master Fund	(485,357)
Contributions to Master Fund	(24,340,000)
Withdrawals from Master Fund	3,303,628
Decrease in receivable from Master Fund	1,993,703
Decrease in other assets	1,750
Increase in accrued expenses	15,281
	<hr/>
Net cash used in operating activities	(19,060,137)
	<hr/>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Capital contributions, including decrease in capital contributions received in advance of \$10,000,000	14,340,000
Capital withdrawals, including decrease in capital withdrawals payable of \$1,965,633	(5,251,290)
	<hr/>
Net cash provided by financing activities	9,088,710
	<hr/>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<b>(9,971,427)</b>
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<b>CASH AND CASH EQUIVALENTS — Beginning of year</b>	<b>10,014,113</b>
	<hr/>
<b>CASH AND CASH EQUIVALENTS — End of year</b>	<b>\$ 42,686</b>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**NOTES TO FINANCIAL STATEMENTS**  
**AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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**1. ORGANIZATION**

Japan Macro Opportunities Offshore Partners, L.P. (the “Partnership”) is a Cayman Islands exempted limited partnership organized on March 22, 2010, which began operations on July 9, 2010. The limited partnership agreement (the “Partnership Agreement”) was most recently amended and restated on August 1, 2011. The Partnership is registered under the Mutual Funds Law of the Cayman Islands. The Partnership has elected to be taxed as a corporation from a U.S. federal income tax perspective. The investment objective of the Partnership is to achieve capital appreciation through investments in public and private securities and other financial instruments. This investment strategy is executed solely through an investment in Japan Macro Opportunities Master Fund, L.P. (the “Master Fund”) (a Cayman Islands Exempted Limited Partnership). Japan Macro Opportunities Partners, L.P. a Delaware limited partnership (the “Onshore Fund”), also invests in the Master Fund. As of December 31, 2012, the Partnership owns approximately 57% of the Master Fund.

Hayman Offshore Management, Inc. is the general partner (the “General Partner”) of the Partnership, and a general partner of the Master Fund. Hayman Capital Management L.P. is the managing general partner of the Master Fund (the “Managing General Partner”). Hayman Advisors SLP, L.P., an affiliate of the General Partner, was designated by the General Partner as the special limited partner (the “Special Limited Partner”) of the Master Fund. For the year ended December 31, 2012, the General Partner had no partner capital balance in the Partnership.

Equinox Alternative Investment Services (Bermuda) Ltd. (“Equinox”) performs various administrative services for the Partnership.

**2. SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting** — The accompanying financial statements are presented using accounting principles generally accepted in the United States of America (GAAP). Financial statements prepared on a GAAP basis require management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein.

**Investment in Master Fund** — The Partnership’s investment in the Master Fund is valued at fair value as determined by the General Partner based on the partners’ capital balance reflected in the financial statements of the Master Fund. The performance of the Partnership is directly affected by the performance of the Master Fund. The financial statements of the Master Fund, which are an integral part of these financial statements, are attached.

**Income and Expense Recognition** — The Partnership’s pro-rata share of income and expense and realized and unrealized gain and loss from its direct investment in the Master Fund are included in their appropriate revenue and expense categories in the Partnership’s Statement of Operations. In addition, the Partnership accrues its own direct expenses.

**Cash and Cash Equivalents** — The Partnership defines cash and cash equivalents as cash and short-term, highly liquid investments with original maturities of 90 days or less. Additional information on cash receipts and payments is presented in the Statement of Cash Flows.

**Income Taxes** — The Partnership is registered as an exempted limited partnership pursuant to the Exempted Limited Partnership Law of the Cayman Islands. No local income, profits, or capital gains taxes are levied in the Cayman Islands at the current time. The Partnership has also received an undertaking from the Cayman Islands' government that, for a period of 50 years from May 11, 2010, the Partnership will be exempt from taxation in the Cayman Islands. The only taxes payable by the Partnership on its income are withholding taxes applicable to certain income.

The Partnership determines whether a tax position of the Partnership is more likely than not to be sustained upon examination by the applicable taxing authority, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Partnership reviews and evaluates tax positions in the jurisdictions in which the Partnership operates and determines whether or not there are uncertain tax positions that require financial statement recognition. Based on this review management concluded that, the Partnership's tax returns will remain open for examination by major tax jurisdictions, including U.S. Federal, U.S. states, Japan, Cayman Islands and foreign jurisdictions where the Partnership and Master Fund makes significant investments, for the amount of time specified under the applicable statutes of limitations (with limited exceptions). The Partnership's tax returns will remain open for examination by tax authorities for a period of three years from when they are filed. Accordingly, the Partnership's 2010 and 2011 tax returns remain open for examination. The Partnership is additionally not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change materially in the next 12 months. As a result, no income tax liability or expense has been recorded in the accompanying financial statements.

**Capital Contributions, Withdrawals and Allocation of Partnership Profits and Losses** — Capital contributions received at each closing are maintained in special memorandum accounts on the books and records of the Master Fund and invested in a portfolio of investments (each, a "Tranche"). A new Tranche is established at each closing and only those investors making capital contributions at that closing have an interest in that Tranche. The appreciation, depreciation and expenses attributable to a Tranche are allocated only to investors with an interest in that Tranche. The Partnership is a single legal entity, and the Tranches are not separate legal entities. As of December 31, 2012, the Partnership participated in 16 Tranches in the Master Fund — A, D to L, O to S, and U. The table below summarizes the contributions and withdrawals by Tranche during the year ended December 31, 2012:

Tranche	Contributions	Withdrawals
A	\$ -	\$ 1,095,654
G	-	2,190,003
K	2,500,000	-
R	10,000,000	-
S	11,340,000	-
U	500,000	-
	<u>\$ 24,340,000</u>	<u>\$ 3,285,657</u>

Capital withdrawals are permitted at the end of each quarter after a limited partner has held a tranche interest for at least three years. Withdrawals made within the first three years will be subject to a 5% withdrawal fee. Capital withdrawal requests must be delivered prior to the end of the quarter preceding the withdrawal date. A withdrawal fee of \$55,864 charged to a limited partner that withdrew from the Partnership during the year ended December 31, 2012, is reported as a reduction in the withdrawals of Tranche A and was allocated pro-rata among the remaining Limited Partners in Tranche A. The General Partner does not charge a withdrawal fee when the partners in a Tranche are all affiliated.

Using the net asset value from the close, subsequent to the withdrawal request, the General Partner will determine the net asset value of the tranche and segregate the pro-rata portion of each asset in the tranche for the benefit of the withdrawing limited partner. The General Partner will then sell the segregated assets prior to the withdrawal date and specially allocate the gains and losses attributable to the segregated assets to the withdrawing investor.

Capital withdrawals are recorded as liabilities, net of any performance distribution, when the amount requested in the withdrawal notice becomes fixed and determinable. Withdrawal notices received for which the dollar amount is not fixed remain in capital until the amount is determined.

The profits and losses of each Tranche of the Partnership are allocated to each partner based upon the amount of such partner's capital balance of each Tranche as of the beginning of each month.

**Indemnities** — The General Partner on behalf of the Partnership enters into certain contracts that contain a variety of indemnifications. The Partnership's maximum exposure under these arrangements is unknown. However, the Partnership has not had any prior claims or losses pursuant to these contracts and expects the risk of loss to be remote.

### 3. FAIR VALUE MEASUREMENTS

The Partnership uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The fair value hierarchy is categorized into three levels based on the inputs as follows:

*Level 1* — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Partnership has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

*Level 2* — Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

*Level 3* — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The General Partner believes the most relevant fair value disclosure relates to the Master Fund's investment portfolio and can be found in Note 3 of the Master Fund's financial statements, which are attached to these statements.



#### 4. RELATED-PARTY TRANSACTIONS, INCLUDING MANAGEMENT AND PERFORMANCE DISTRIBUTION

Management fees and the performance distributions occur at the Master Fund level. During the year ended December 31, 2012, the Partnership was allocated management fees of \$1,121,686. As of December 31, 2012, there is no accrued performance distribution payable to the Special Limited Partner with respect to the Partnership (based on a hypothetical liquidation of the Master Fund). A decrease in the performance distribution of \$485,357 to the Special Limited Partner was recorded at the Master Fund, for the year ended December 31, 2012. The Special Limited Partner of the Master Fund has no claim to, and does not receive any economic benefit from, any accrued performance distribution until distributions made to a limited partner exceed aggregate capital contributions to all Tranches made by such partner.

As of December 31, 2012, two limited partners advised by a single investment manager, unaffiliated with the General Partner, owned approximately 32.9% of the Partnership. Their interests represent approximately 18.7% of the partners' capital of the Master Fund.

The Partnership has investor concentrations as discussed above and could be materially affected by their actions. Due to the nature of the master fund/feeder fund structure, the Partnership could be materially affected by contributions or withdrawals of the Master Fund's interests made by investors in the Onshore Fund.

#### 5. FINANCIAL HIGHLIGHTS

The following are the Partnership's financial highlights, by Tranche, for the year ended December 31, 2012. Total returns are calculated by Tranche for the limited partner group as a whole, which may differ from returns for any individual partners due to certain limited partners being exempt from management fees.

	Total Return <sup>1</sup>			Ratios to Average Limited Partners' Capital <sup>2,3</sup>			
	Before Performance Distribution	Performance Distribution	After Performance Distribution	Expenses — Excluding Performance Distribution	Performance Distribution	Expenses — Including Performance Distribution	Net Investment Loss
Tranche A	(49.16)%	-%	(49.16)%	(1.73)%	- %	(1.73)%	(1.73)%
Tranche D	(34.72)	-	(34.72)	(1.82)	-	(1.82)	(1.82)
Tranche E	(55.50)	-	(55.50)	(1.90)	-	(1.90)	(1.90)
Tranche F	(45.84)	-	(45.84)	(1.85)	-	(1.85)	(1.85)
Tranche G	(51.11)	-	(51.11)	(1.76)	-	(1.76)	(1.76)
Tranche H	(46.07)	-	(46.07)	(1.80)	-	(1.80)	(1.80)
Tranche I	(40.21)	-	(40.21)	(1.77)	-	(1.77)	(1.77)
Tranche J	(38.62)	-	(38.62)	(1.77)	-	(1.77)	(1.77)
Tranche K	(27.56)	-	(27.56)	(1.74)	-	(1.74)	(1.74)
Tranche L	(62.70)	-	(62.70)	(1.96)	-	(1.96)	(1.96)
Tranche O	(25.26)	1.67	(23.59)	(1.78)	3.11	1.34	(1.78)
Tranche P	(17.98)	1.47	(16.51)	(1.76)	2.33	0.57	(1.76)
Tranche Q	(25.19)	-	(25.19)	(1.76)	-	(1.76)	(1.76)
Tranche R	(30.17)	-	(30.17)	(1.76)	-	(1.76)	(1.76)
Tranche S	(27.40)	-	(27.40)	(1.78)	-	(1.78)	(1.78)
Tranche U	22.81	-	22.81	(1.70)	-	(1.70)	(1.70)

<sup>1</sup>Computed as the percentage change in value during the period of a theoretical limited partner investment made at the beginning of the year or when a Tranche was created, net of all fees and expenses. Total return has not been annualized for those Tranches created during the year.

<sup>2</sup>Average partners' capital has been computed based on monthly valuations. Ratios have been annualized for those Tranches created during the year. Performance distribution ratios have not been annualized.

<sup>3</sup>Includes the proportionate share of the Partnership's income and expenses allocated from the Master Fund.

## **6. SUBSEQUENT EVENTS**

For the purpose of issuing these financial statements, management evaluated events and transactions through and including March 27, 2013, the date these financial statements were available to be issued. Subsequent to December 31, 2012, the Partnership issued Tranches W and X following the receipt of capital contributions of approximately \$30.3 million. The Partnership also received additional contributions from existing tranches of \$4.5 million. The Partnership experienced significant, positive performance from January 1, 2013 through March 27, 2013 due primarily to the devaluation of the Japanese Yen relative to the United States Dollar during the same period.

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# Japan Macro Opportunities Master Fund, L.P.

(A Cayman Islands Exempted Limited Partnership)

Financial Statements as of and for the  
Year Ended December 31, 2012

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF ASSETS AND LIABILITIES**  
**AS OF DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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<b>ASSETS</b>	
DERIVATIVE INSTRUMENTS — At fair value (cost \$158,321,667)	\$ 93,135,952
SECURITIES — At fair value (cost \$42,494,974)	42,511,790
CASH AND CASH EQUIVALENTS	785,984
OTHER ASSETS	<u>80,605</u>
<b>TOTAL</b>	<b><u>\$ 136,514,331</u></b>
<b>LIABILITIES AND PARTNERS' CAPITAL</b>	
ACCRUED EXPENSES	\$ 78,911
PARTNERS' CAPITAL	<u>136,435,420</u>
<b>TOTAL</b>	<b><u>\$ 136,514,331</u></b>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**CONDENSED SCHEDULE OF INVESTMENTS**  
**AS OF DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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	<b>Fair Value</b>
<b>DERIVATIVE INSTRUMENTS (68.3% of partners' capital):</b>	
Interest rate swaptions — Japanese LIBOR (10.0% of partners' capital):	
1 year swaptions with maturities (January 2013–December 2013)	\$ 4,700,560
2 year swaptions maturing July 2013	23,931
3 year swaptions with maturities (July 2013–July 2015)	<u>8,986,408</u>
Total interest rate swaptions — Japanese LIBOR (cost \$56,007,453)	<u>13,710,899</u>
Foreign currency options — Japanese Yen (58.3% of partners' capital):	
1 year options with maturities (January 2013–December 2013)	30,940,538
2 year swaptions maturing July 2013	917,658
3 year options with maturities (July 2013–July 2015)	<u>47,566,857</u>
Total foreign currency options — Japanese Yen (cost \$102,314,214)	<u>79,425,053</u>
<b>DERIVATIVE INSTRUMENTS — (cost \$158,321,667)</b>	<u><u>\$ 93,135,952</u></u>
<b>SECURITIES - US GOVERNMENT OBLIGATIONS (31.2% of partners' capital) —</b>	
\$42,519,000 US Treasury bills 6-month original maturity due March 21-April 25, 2013 (cost \$42,494,974)	<u><u>\$ 42,511,790</u></u>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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<b>REALIZED AND UNREALIZED LOSSES ON DERIVATIVE INSTRUMENTS AND SECURITIES:</b>	
Net realized losses on derivative instruments and securities	\$ (53,056,157)
Net change in unrealized depreciation on derivative instruments and securities	<u>(14,695,408)</u>
Net realized and unrealized losses on derivative instruments and securities	<u>(67,751,565)</u>
<b>INVESTMENT INCOME — Interest</b>	<u>18</u>
<b>EXPENSES:</b>	
Management fees	1,840,460
Professional, administrator and other	<u>466,624</u>
Total expenses	<u>2,307,084</u>
<b>NET INVESTMENT LOSS</b>	<u>(2,307,066)</u>
<b>NET DECREASE IN PARTNERS' CAPITAL RESULTING FROM OPERATIONS</b>	<u>\$ (70,058,631)</u>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF CHANGES IN PARTNERS' CAPITAL**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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	<b>Special Limited Partner</b>	<b>Japan Macro Opportunities Partners, L.P.</b>	<b>Japan Macro Opportunities Offshore Partners, L.P.</b>	<b>Total</b>
PARTNERS' CAPITAL — January 1, 2012	\$ 793,774	\$ 71,846,690	\$ 98,414,112	\$ 171,054,576
Capital contributions	-	22,110,000	24,340,000	46,450,000
Capital withdrawals	-	(7,706,897)	(3,303,628)	(11,010,525)
Net decrease in partners' capital resulting from operations	-	(27,442,308)	(42,616,323)	(70,058,631)
Net accrued performance distribution (see Note 6)	(366,050)	(119,307)	485,357	-
PARTNERS' CAPITAL — December 31, 2012	<u>\$ 427,724</u>	<u>\$ 58,688,178</u>	<u>\$ 77,319,518</u>	<u>\$ 136,435,420</u>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Net decrease in partners' capital resulting from operations	\$ (70,058,631)
Adjustments to reconcile net decrease in partners capital resulting from operations to net cash used in operating activities:	
Payments for derivative instruments	(61,595,967)
Proceeds from sales of derivative instruments	2,152,481
Payments for securities	(199,991,699)
Proceeds from sales of securities	157,607,768
Net realized losses on derivative instruments and securities	53,056,157
Net change in unrealized depreciation on derivative instruments and securities	14,695,408
Decrease in other assets	107,473
Decrease in accrued expenses	(20,371)
Net cash used in operating activities	<u>(104,047,381)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Capital contributions	46,450,000
Capital withdrawals, net of decrease in capital withdrawals payable of \$1,993,703	<u>(13,004,228)</u>
Net cash provided by financing activities	<u>33,445,772</u>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<b>(70,601,609)</b>
<b>CASH AND CASH EQUIVALENTS — Beginning of year</b>	<b><u>71,387,593</u></b>
<b>CASH AND CASH EQUIVALENTS — End of year</b>	<b><u>\$ 785,984</u></b>

See notes to financial statements.



**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
**(A Cayman Islands Exempted Limited Partnership)**

**NOTES TO FINANCIAL STATEMENTS**  
**AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2012**  
**(Expressed in U.S. dollars)**

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**1. ORGANIZATION**

Japan Macro Opportunities Master Fund, L.P. (the “Master Fund”) is a Cayman Islands exempted limited partnership organized under the laws of the Cayman Islands. In March 2012, the Master Fund registered with the Cayman Islands Monetary Authority (“CIMA”) pursuant to an amendment to the Mutual Funds Law of the Cayman Islands which requires “master funds” as defined therein to register with and be regulated by CIMA. The investment objective of the Master Fund is to generate superior risk-adjusted rates of return through investments in the Japanese foreign currency exchange and credit markets. To achieve its investment objective, the Master Fund invests in fully paid for fixed-income and foreign exchange securities and derivative products in the Japanese capital markets within a broad global macroeconomic strategy focusing on the risks to Japanese interest rate and currency volatility contained within the market for sovereign credit.

The Master Fund receives capital contributions from Japan Macro Opportunities Partners, L.P. (the “Onshore Fund”) and Japan Macro Opportunities Offshore Partners, L.P. (the “Offshore Fund”). Hayman Capital Management, L.P. is the managing general partner for the Master Fund (the “Managing General Partner”) and is the general partner of the Onshore Fund. Hayman Offshore Management, Inc., a Cayman Islands exempted company, serves as the general partner of the Master Fund and Offshore Fund (the “General Partner”). Hayman Advisors SLP, L.P., an affiliate of the Managing General Partner, was designated by the Managing General Partner as the special limited partner (the “Special Limited Partner”) of the Master Fund. For the year ended December 31, 2012, the General Partner and the Managing General Partner had no partner capital balance in the Master Fund. The Master Fund, pursuant to an amended and restated agreement of the Limited Partnership (the “Agreement”), was formed on March 22, 2010 and began operations on July 9, 2010.

The Master Fund operates under a “master/feeder structure” whereby the Onshore Fund and the Offshore Fund invest substantially all of their investable assets in the Master Fund. As of December 31, 2012, the Onshore Fund and the Offshore Fund owned approximately 43% and 57% of the Master Fund, respectively.

Equinox Alternative Investment Services (Bermuda) Ltd. (“Equinox”) performs various administrative services for the Master Fund.

**2. SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting** — The accompanying financial statements are presented using accounting principles generally accepted in the United States of America (GAAP). Financial statements prepared on a GAAP basis require management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein.

**Cash and Cash Equivalents** — The Master Fund defines cash and cash equivalents as cash and short-term, highly liquid investments with original maturities of 90 days or less. As of December 31, 2012, \$785,984 is invested in treasury backed money market funds offered by JP Morgan. Additional information on cash receipts and payments is presented in the statement of cash flows.

**Derivative Instruments** — Derivative instruments are valued at fair value in accordance with the Managing General Partner's valuation policy. Valuations are obtained from third-party pricing services which rely on observable market inputs and market information received from dealers, or brokers, when available and considered reliable.

**Foreign Currency Translations** — Assets and liabilities denominated in foreign currencies are translated into United States dollar amounts at the period-end exchange rates. Purchases and sales of investments, and income and expenses that are denominated in foreign currencies are translated into U.S. dollar amounts on the transaction date. Adjustments arising from foreign currency transactions are reflected in the Statement of Operations.

The Master Fund does not isolate the portion of the operating results that are due to the changes in foreign exchange rates. Such fluctuations are included in unrealized depreciation on derivative instruments in the Statement of Operations. Investments in Japanese Yen denominated securities have additional risks not present in securities denominated in U.S. dollars.

**Income and Expense Recognition** — Interest is recorded on the accrual basis. Operating expenses are recorded on the accrual basis as incurred. Realized gains and losses on derivative instruments and securities are recorded on an identified cost basis.

**Income Taxes** — The limited partners of the Master Fund are individually liable for taxes on their share of Master Fund taxable income.

The Master Fund determines whether a tax position of the Master Fund is more likely than not to be sustained upon examination by the applicable taxing authority, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Master Fund reviews and evaluates tax positions in the jurisdictions in which the Master Fund operates and determines whether or not there are uncertain tax positions that require financial statement recognition. Based on this review, management concluded that the Master Fund's tax returns will be open for examination by major tax jurisdictions, including U.S. Federal, U.S. states, Japan and the Cayman Islands, for the amount of time specified under the applicable statutes of limitations (with limited exceptions). Accordingly, the Master Fund's 2010 and 2011 tax returns remain open for examination. The Master Fund is additionally not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change materially in the next 12 months. As a result, no income tax liability or expense has been recorded in the accompanying financial statements.

The Master Fund has been registered as an exempted limited partnership pursuant to the Exempted Limited Partnership Law of the Cayman Islands. No local income, profits, or capital gains taxes are levied in the Cayman Islands at the current time. The Master Fund has also received an undertaking from the Cayman Islands' Government that, for a period of 50 years from May 11, 2010, the Master Fund will be exempt from taxation in the Cayman Islands. The only taxes payable by the Master Fund on its income are withholding taxes applicable to certain income.

**Indemnities** — The Managing General Partner on behalf of the Master Fund enters into certain contracts that contain a variety of indemnifications. The Master Fund's maximum exposure under these arrangements is unknown. However, the Master Fund has not had prior claims or losses pursuant to these contracts and expects the risk of loss to be remote.

**Capital Contributions, Withdrawals, and Income/Expenses Allocations** — Capital contributions received at each closing are maintained in special memorandum accounts on the books and records of the Master Fund and invested in a portfolio of investments (each, a “Tranche”). The Managing General Partner establishes a new Tranche at each closing and only those investors making capital contributions at that closing have an interest in that Tranche. The appreciation, depreciation and expenses attributable to a Tranche are allocated only to investors with an interest in that Tranche.

The Master Fund is a single legal entity, and the Tranches are not separate legal entities. Since commencement of operations, the Managing General Partner has established 22 Tranches. As of December 31, 2012, 20 Tranches are in existence. The table below summarizes investor contributions and withdrawals for each for the year ended December 31, 2012. Withdrawals of \$55,656 were made to pay for feeder fund level expenses.

Tranche	Contributions	Withdrawals
A	\$ -	\$ 944,580
B	-	5,704,602
D	-	2,429
E	-	597
F	-	2,078
G	-	2,213,716
H	-	6,170
I	-	3,456
J	-	1,756
K	2,500,000	1,637
L	-	1,527
M	1,850,000	1,854,239
N	260,000	262,534
O	-	1,366
P	-	2,113
Q	-	922
R	10,000,000	821
S	11,340,000	863
T	5,000,000	1,058
U	5,500,000	1,405
V	10,000,000	2,656
	<u>\$ 46,450,000</u>	<u>\$ 11,010,525</u>

Capital withdrawals are permitted at the end of each quarter after a limited partner has held a Tranche interest for at least three years. Withdrawals made within the first three years will be subject to a 5% withdrawal fee. Capital withdrawal requests must be delivered prior to the end of the quarter preceding the withdrawal date. A withdrawal fee of \$211,376 was recorded by the Master Fund during the year ended December 31, 2012, and is reported as a reduction in the withdrawals of Tranche A and was allocated pro-rata among the remaining Limited Partners in Tranche A. The General Partner does not charge a withdrawal fee for withdrawals from single Investor Tranches.

Using the net asset value from the close, subsequent to the withdrawal request, the General Partner will determine the net asset value of the Tranche and segregate the pro-rata portion of each asset in the Tranche for the benefit of the withdrawing limited partner. The General Partner will then sell the segregated assets prior to the withdrawal date and specially allocate the gains and losses attributable to the segregated assets to the withdrawing investor.

Capital withdrawals are recorded as liabilities, net of any performance distribution, when the amount requested in the withdrawal notice becomes fixed and determinable. Withdrawal notices received for which the dollar amount is not fixed remain in capital until the amount is determined.

### 3. FAIR VALUE MEASUREMENTS

The Master Fund uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The fair value hierarchy is categorized into three levels based on the inputs as follows:

*Level 1* — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Master Fund has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

*Level 2* — Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

*Level 3* — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the Managing General Partner. The Managing General Partner considers observable data to be that market data which is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to the Managing General Partner's perceived risk of that instrument.

Investments in U.S. Government obligations are valued by a third-party pricing service using market observable data, such as reported sales of similar securities, broker quotes, yields, bids, offers, and reference data and are therefore classified as Level 2.

Most derivative instruments that are not exchange-traded are considered Level 2. These over-the-counter (OTC) derivatives, including interest rate swaptions and foreign currency options, are valued by a third-party pricing service using observable inputs, such as quotations received from brokers. In instances where models are used, the value of an OTC derivative depends upon the contractual terms of, and specific risks inherent in the instrument, as well as, the availability and reliability of, observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rates, and correlations of such inputs.

A valuation committee established by the Managing General Partner meets on a monthly basis to review and approve the valuation of the Master Fund's investments, to ensure that the valuations are in accordance with the pricing policy adopted by the Managing General Partner and the methods described above.

As of December 31, 2012, the financial instruments carried on the Statement of Assets and Liabilities by caption and by level within the valuation hierarchy are presented in the table that follows. The financial instruments are further classified by geography within the Condensed Schedule of Investments.

	Assets at Fair Value as of December 31, 2012			
	Level 1	Level 2	Level 3	Total
Cash equivalents	\$ 785,984	\$ -	\$ -	\$ 785,984
U.S. Government obligations	-	42,511,790	-	42,511,790
Interest rate swaptions	-	13,710,899	-	13,710,899
Foreign currency options	-	79,425,053	-	79,425,053
<b>Total</b>	<b>\$ 785,984</b>	<b>\$ 135,647,742</b>	<b>\$ -</b>	<b>\$ 136,433,726</b>

#### 4. FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK

**Derivative Contracts** — In the normal course of business, the Master Fund enters into derivative financial instruments ("derivatives"). The derivatives in which the Master Fund invests are primarily interest rate swaptions and foreign currency options. Derivatives serve as a component of the Master Fund's investment strategy and are utilized primarily to structure the portfolio or individual investments to economically match the investment objective of the Master Fund.

As of December 31, 2012, the derivative instruments carried on the Statement of Assets and Liabilities are presented in the table below. Fair value is presented in thousands.

Derivatives Not Accounted for as Hedging Instruments	Number of Contracts	Fair Value
Interest rate swaption contracts	105	\$ 13,711
Foreign currency option contracts	314	79,425
<b>Total derivative instruments</b>		<b>\$ 93,136</b>

The impact of these derivative instruments on the Statement of Operations is presented in the table below. All numbers are presented in thousands.

Derivatives Not Accounted for as Hedging Instruments	Net Change in Unrealized Depreciation on Derivative Instruments and Securities	Net Realized Losses on Derivative Instruments and Securities
Interest rate swaption contracts	\$ (44,757)	\$ (18,241)
Foreign currency option contracts	30,045	(34,926)
<b>Total</b>	<b>\$ (14,712)</b>	<b>\$ (53,167)</b>

For the year ended December 31, 2012, the volume of derivative transactions of the Master Fund was as follows:

Derivatives not Accounted for as Hedging Instruments	Contracts	
	Entered Into	Sold/ Expired
Interest rate swaption contracts	61	51
Foreign currency option contracts	127	100
Total	188	151

**Swaptions** — The Master Fund enters into swaptions in the normal course of pursuing its investment objectives. Swaptions are used to create exposure for the Master Fund based on its directional view of interest rates. Swaptions are options that grant the holder the right to enter into an underlying swap. The underlying swaps of the Master Fund’s swaptions are interest rate swaps. Interest rate swaps are agreements between two parties to exchange cash flows based on a notional principal amount. The Master Fund may elect to pay a fixed rate and receive a floating rate, or, receive a fixed rate and pay a floating rate on a notional principal amount. Swaptions are marked to market by a third-party pricing service and the change, if any, is recorded as a net change in unrealized appreciation or depreciation on derivative instruments in the Statement of Operations. When the swaption contract is terminated early, the Master Fund records a realized gain or loss. The risks of swaptions include changes in market conditions that affect the value of the contract or the cash flows and the possible inability of the counterparty to fulfill its obligations under the agreement. The Master Fund’s maximum risk of loss from counterparty credit risk is the market value of the positions held by the counterparty. This risk is mitigated by having a master netting arrangement between the Master Fund and the counterparty and by the posting of collateral by the counterparty to the Master Fund to cover a portion of the Master Fund’s exposure to the counterparty.

**Options** — The Master Fund holds foreign currency denominated interest rate swaptions and the value of these swaptions may decrease if the foreign currency depreciates in value. The Master Fund purchases options for the purpose mitigating foreign exchange risk and to enhance returns on its portfolio. Options are contracts that grant the holder, in return for payment of the purchase price (the “premium”) of the option, the right to either purchase or sell a financial instrument at a specified price within a specified period of time or on a specified date, from or to the writer of the option.

The Master Fund’s focus is to execute an investment strategy that is primarily concentrated in Japanese LIBOR interest rate swaptions and Japanese Yen foreign currency options, and as a result will potentially be materially impacted by changes in the movement of Japanese LIBOR interest rates and the Japanese Yen.

#### 5. DUE FROM (TO) BROKERS

The Master Fund does not clear its own derivative transactions. It has established accounts with other financial institutions for this purpose. This can, and often does, result in concentration of credit risk with one or more of these firms. Such risk, however, is mitigated by the obligation of U.S. financial institutions to comply with rules and regulations governing broker/dealers and futures commission merchants. These rules and regulations generally require maintenance of net capital, as defined, and segregation of customers’ funds and securities from holdings of the firm.

## 6. RELATED-PARTY TRANSACTIONS

The Master Fund pays the Managing General Partner, a management fee, as compensation for managing the business and affairs of the Master Fund, equal to 1.25% per annum of the capital account of each limited partner. Management fees are calculated and paid quarterly in advance as of the first day of each calendar quarter in accordance with the Agreement.

The Managing General Partner and the General Partner may reduce or waive the management fee for any individual investor.

The Agreement provides for a performance distribution to the Special Limited Partner at the time of distributions. Distributions attributable to a Tranche initially shall be allocated to the limited partners in that Tranche Pro Rata. Thereafter, distributions are to be allocated as follows:

- i) First, to the limited partner until the limited partner has received an aggregate amount of distributions to the extent of their aggregate capital contributions to all Tranches;
- ii) Second, 80% to the limited partners and 20% to the Special Limited Partner until aggregate distributions to the limited partner are equal to 10 times aggregate capital contributed by the limited partner to all Tranches;
- iii) Thereafter, 65% to the limited partner and 35% to the Special Limited Partner.

The accrued performance distribution is calculated at the end of each period (based on a hypothetical liquidation of the Master Fund on such dates). As of December 31, 2012, the total accrued performance distribution to the Special Limited Partner pursuant to the Agreement would have been \$427,724. For the year ended December 31, 2012, the net reduction in the performance distribution accrual to the Special Limited Partner was \$366,050. The performance distribution accrual is calculated for each limited partner taking into consideration such partner's aggregate contributions to all Tranches. The Special Limited Partner has no claim to, and does not receive any economic benefit from, any accrued performance distribution until distributions made to a limited partner exceed aggregate capital contributions to all Tranches made by such partner.

The General Partner shall be paid an annual fee of \$1,000 on January 1 of each year, which shall be charged proportionally among all Tranches based on the relative net asset value of each Tranche.

During the year ended December 31, 2012, the Managing General Partner paid \$90,287 to the Master Fund to reimburse the Master Fund for a trading loss incurred by the Master Fund. This amount is included in net realized losses on derivative instruments and securities on the Statement of Operations.

## 7. FINANCIAL HIGHLIGHTS

The following are the Master Fund's financial highlights, by Tranche, for the year ended December 31, 2012. Total returns are calculated by Tranche for the limited partner group as a whole, which may differ from returns for any individual partners due to certain limited partners being exempt from management fees.

	Total Return <sup>1</sup>			Ratios to Average Limited Partners' Capital <sup>2</sup> :			
	Before Performance Distribution	Performance Distribution	After Performance Distribution	Expenses — Excluding Performance Distribution	Performance Distribution	Expenses — Including Performance Distribution	Net Investment Loss
Tranche A	(44.17)%	-%	(44.17)%	(1.73)%	-%	(1.73)%	(1.73)%
Tranche B	(60.82)	-	(60.82)	(1.02)	-	(1.02)	(1.02)
Tranche D	(34.68)	-	(34.68)	(1.77)	-	(1.77)	(1.77)
Tranche E	(54.47)	-	(54.47)	(1.86)	-	(1.86)	(1.86)
Tranche F	(45.81)	-	(45.81)	(1.81)	-	(1.81)	(1.81)
Tranche G	(51.11)	-	(51.11)	(1.76)	-	(1.76)	(1.76)
Tranche H	(46.04)	-	(46.04)	(1.75)	-	(1.75)	(1.75)
Tranche I	(40.17)	-	(40.17)	(1.72)	-	(1.72)	(1.72)
Tranche J	(38.59)	-	(38.59)	(1.73)	-	(1.73)	(1.73)
Tranche K	(27.53)	-	(27.53)	(1.70)	-	(1.70)	(1.70)
Tranche L	(62.68)	-	(62.68)	(1.92)	-	(1.92)	(1.92)
Tranche M	(20.07)	-	(20.07)	(1.70)	-	(1.70)	(1.70)
Tranche N	(32.88)	1.20	(31.68)	(1.75)	2.69	0.94	(1.75)
Tranche O	(25.23)	2.07	(23.16)	(1.73)	3.84	2.11	(1.73)
Tranche P	(17.94)	1.47	(16.47)	(1.71)	2.33	0.62	(1.71)
Tranche Q	(25.16)	-	(25.16)	(1.72)	-	(1.72)	(1.72)
Tranche R	(30.13)	-	(30.13)	(1.72)	-	(1.72)	(1.72)
Tranche S	(27.36)	-	(27.36)	(1.72)	-	(1.72)	(1.72)
Tranche T	(37.53)	-	(37.53)	(1.75)	-	(1.75)	(1.75)
Tranche U	22.84	-	22.84	(1.64)	-	(1.64)	(1.64)
Tranche V	21.48	(4.28)	17.20	(1.70)	(4.40)	(6.10)	(1.70)

<sup>1</sup> Computed as the percentage change in value during the period of a theoretical limited partner investment made at the beginning of the year or when a Tranche was created, net of all fees and expenses. Total return for tranches issued or withdrawn during the year have not been annualized.

<sup>2</sup> Average partners' capital has been computed based on monthly valuations. Ratios for Tranches issued during the year have been annualized. Ratios for Tranche B are not annualized, because a complete withdrawal occurred during the year. Performance distribution ratios have not been annualized.

## 8. SUBSEQUENT EVENTS

For the purpose of issuing these financial statements, management evaluated events and transactions through and including March 27, 2013, the date these financial statements were available to be issued. Subsequent to December 31, 2012, the Master Fund has issued Tranches W and X, following the receipt of capital contributions of approximately \$53.3 million. The Master Fund also received additional contributions from existing tranches of \$30 million. The Master Fund experienced significant, positive performance from January 1, 2013 through March 27, 2013 due primarily to the devaluation of the Japanese Yen relative to the United States Dollar during the same period.

\* \* \* \* \*



# Japan Macro Opportunities Offshore Partners, L.P.

(A Cayman Islands Exempted Limited Partnership)

Financial Statements as of and for the  
Year Ended December 31, 2013, and  
Independent Auditors' Report



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## **INDEPENDENT AUDITORS' REPORT**

To the General Partner of  
Japan Macro Opportunities Offshore Partners, L.P.:

We have audited the accompanying financial statements of Japan Macro Opportunities Offshore Partners, L.P. (a Cayman Islands Exempted Limited Partnership) (the "Partnership"), which comprise the statement of assets and liabilities, as of December 31, 2013, and the related statements of operations, changes in partners' capital and cash flows for the year then ended (all expressed in United States dollars), and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Partnership's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Partnership as of December 31, 2013, and the results of its operations, changes in its partners' capital, and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche

March 26, 2014

Member firm of  
**Deloitte Touche Tohmatsu Limited**

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF ASSETS AND LIABILITIES**  
**AS OF DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

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<b>ASSETS</b>	
INVESTMENT IN JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P. (the "Master Fund") — At fair value	\$ 154,358,735
CASH	107,856
WITHDRAWALS RECEIVABLE FROM MASTER FUND	<u>9,265,450</u>
<b>TOTAL</b>	<b><u>\$ 163,732,041</u></b>
<b>LIABILITIES AND PARTNERS' CAPITAL</b>	
CAPITAL DISTRIBUTIONS PAYABLE	\$ 9,296,470
CAPITAL WITHDRAWALS PAYABLE	76,105
ACCRUED EXPENSES	25,307
PARTNERS' CAPITAL	<u>154,334,159</u>
<b>TOTAL</b>	<b><u>\$ 163,732,041</u></b>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2013**  
**(Expressed in U.S. dollars)**

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<b>REALIZED AND UNREALIZED GAIN ON INVESTMENTS ALLOCATED FROM MASTER FUND:</b>	
Realized gain on derivative instruments and securities	\$ 25,850,621
Net change in unrealized appreciation/depreciation on derivative instruments and securities	<u>101,789,651</u>
Realized and unrealized gain on derivative instruments and securities allocated from Master Fund	<u>127,640,272</u>
<b>NET INVESTMENT LOSS ALLOCATED FROM MASTER FUND:</b>	
Interest expense	(64,668)
Management fees	(1,800,215)
Professional, administrator and other expenses	<u>(321,220)</u>
Net investment loss allocated from Master Fund	(2,186,103)
PARTNERSHIP EXPENSES — Other expenses	<u>(49,136)</u>
NET INVESTMENT LOSS	<u>(2,235,239)</u>
INCREASE IN PERFORMANCE DISTRIBUTION AT MASTER FUND	<u>(13,914,913)</u>
NET INCREASE IN PARTNERS' CAPITAL RESULTING FROM OPERATIONS	<u>\$ 111,490,120</u>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF CHANGES IN PARTNERS' CAPITAL  
FOR THE YEAR ENDED DECEMBER 31, 2013  
(Expressed in U.S. dollars)**

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	<b>General Partner</b>	<b>Limited Partners</b>	<b>Total</b>
PARTNERS' CAPITAL — January 1, 2013	\$ -	\$ 77,293,563	\$ 77,293,563
Capital contributions	-	34,790,500	34,790,500
Capital distributions	-	(60,207,624)	(60,207,624)
Capital withdrawals	-	(9,032,400)	(9,032,400)
Net increase in partners' capital resulting from operations	<u>-</u>	<u>111,490,120</u>	<u>111,490,120</u>
PARTNERS' CAPITAL — December 31, 2013	<u>\$ -</u>	<u>\$ 154,334,159</u>	<u>\$ 154,334,159</u>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Net increase in partners' capital resulting from operations	\$ 111,490,120
Adjustments to reconcile net increase in partners' capital resulting from operations to net cash provided by operating activities:	
Net investment loss allocated from Master Fund	2,186,103
Net change in unrealized appreciation/depreciation on derivative instruments and securities allocated from Master Fund	(101,789,651)
Realized gain on derivative instruments and securities allocated from Master Fund	(25,850,621)
Increase in performance distribution at Master Fund	13,914,913
Contributions to Master Fund	(34,790,500)
Distributions from Master Fund	60,207,624
Withdrawals from Master Fund	9,082,915
Increase in withdrawals receivable from Master Fund	(9,265,450)
Decrease in other assets	1,326
Decrease in accrued expenses	(1,974)
Net cash provided by operating activities	<u>25,184,805</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Capital contributions	34,790,500
Capital distributions, net the increase in capital distributions payable of \$9,296,470	(50,911,154)
Capital withdrawals, net the increase in capital withdrawals payable of \$33,419	(8,998,981)
Net cash used in financing activities	<u>(25,119,635)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	65,170
CASH AND CASH EQUIVALENTS — Beginning of year	<u>42,686</u>
CASH AND CASH EQUIVALENTS — End of year	<u>\$ 107,856</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION — Cash paid for interest	<u>\$ 64,671</u>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**NOTES TO FINANCIAL STATEMENTS**  
**AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

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**1. ORGANIZATION**

Japan Macro Opportunities Offshore Partners, L.P. (the “Partnership”) is a Cayman Islands exempted limited partnership organized on March 22, 2010, which began operations on July 9, 2010. The limited partnership agreement (the “Partnership Agreement”) was most recently amended and restated on August 1, 2011. The Partnership is registered under the Mutual Funds Law of the Cayman Islands. The Partnership has elected to be taxed as a corporation from a U.S. federal income tax perspective. The investment objective of the Partnership is to achieve capital appreciation through investments in public and private securities and other financial instruments. This investment strategy is executed solely through an investment in Japan Macro Opportunities Master Fund, L.P. (the “Master Fund”) (a Cayman Islands Exempted Limited Partnership). Japan Macro Opportunities Partners, L.P. a Delaware limited partnership (the “Onshore Fund”), also invests in the Master Fund. As of December 31, 2013, the Partnership owns approximately 45% of the Master Fund, after the impact of the accrued performance distribution at December 31, 2013. See Note 4 Related-Party Transactions for additional details.

Hayman Offshore Management, Inc. is the general partner (the “General Partner”) of the Partnership, and a general partner of the Master Fund. Hayman Capital Management L.P. is the managing general partner of the Master Fund (the “Managing General Partner”). Hayman Advisors SLP, L.P., an affiliate of the General Partner, was designated by the General Partner as the special limited partner (the “Special Limited Partner”) of the Master Fund. For the year ended December 31, 2013, the General Partner had no partner capital balance in the Partnership.

Equinox Alternative Investment Services (Bermuda) Ltd. (“Equinox”) performs various administrative services for the Partnership.

**2. SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting** — The accompanying financial statements are presented using accounting principles generally accepted in the United States of America (GAAP). Financial statements prepared on a GAAP basis require management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein.

**Investment in Master Fund** — The Partnership’s investment in the Master Fund is valued at fair value as determined by the General Partner based on the partners’ capital balance reflected in the financial statements of the Master Fund. The performance of the Partnership is directly affected by the performance of the Master Fund. The financial statements of the Master Fund, which are an integral part of these financial statements, are attached.

**Income and Expense Recognition** — The Partnership’s pro-rata share of income and expense and realized and unrealized gain and loss from its direct investment in the Master Fund are included in their appropriate revenue and expense categories in the Partnership’s Statement of Operations. In addition, the Partnership accrues its own direct expenses.

**Cash and Cash Equivalents** — The Partnership defines cash and cash equivalents as cash and short-term, highly liquid investments with original maturities of 90 days or less. Additional information on cash receipts and payments is presented in the Statement of Cash Flows.

**Income Taxes** — The Partnership is registered as an exempted limited partnership pursuant to the Exempted Limited Partnership Law of the Cayman Islands. No local income, profits, or capital gains taxes are levied in the Cayman Islands at the current time. The Partnership has also received an undertaking from the Cayman Islands’ government that, for a period of 50 years from May 11, 2010, the Partnership will be exempt from taxation in the Cayman Islands. The only taxes payable by the Partnership on its income are withholding taxes applicable to certain income.

The Partnership determines whether a tax position of the Partnership is more likely than not to be sustained upon examination by the applicable taxing authority, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Partnership reviews and evaluates tax positions in the jurisdictions in which the Partnership operates and determines whether or not there are uncertain tax positions that require financial statement recognition. Based on this review management concluded that, the Partnership’s tax returns will remain open for examination by major tax jurisdictions, including U.S. Federal, U.S. states, Japan, Cayman Islands and foreign jurisdictions where the Partnership and Master Fund make significant investments, for the amount of time specified under the applicable statutes of limitations (with limited exceptions). The Partnership’s tax returns will remain open for examination by tax authorities for a period of three years from when they are filed. Accordingly, the Partnership’s 2010, 2011, and 2012 tax returns remain open for examination. The Partnership is additionally not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change materially in the next 12 months. As a result, no income tax liability or expense has been recorded in the accompanying financial statements.



**Capital Contributions, Distributions, Withdrawals and Allocation of Partnership Profits and Losses** — Capital contributions received at each closing are maintained in special memorandum accounts on the books and records of the Master Fund and invested in a portfolio of investments (each, a “Tranche”). A new Tranche is established at each closing and only those investors making capital contributions at that closing have an interest in that Tranche. The appreciation, depreciation and expenses attributable to a Tranche are allocated only to investors with an interest in that Tranche. The Partnership is a single legal entity, and the Tranches are not separate legal entities. As of December 31, 2013, the Partnership participated in 15 Tranches in the Master Fund — E, G-L, O-S, U, W, and X. The table below summarizes the contributions, distributions, and withdrawals by Tranche during the year ended December 31, 2013:

<b>Tranche</b>	<b>Contributions</b>	<b>Distributions</b>	<b>Withdrawals</b>
A	\$ -	\$ 5,779,894	\$ (7,316)
D	-	1,589,441	-
E	4,454,500	7,691,378	-
F	-	1,573,303	-
G	-	-	1,083,291
H	-	393,180	99,537
I	-	3,172,155	1,387,836
J	-	9,335,583	-
L	-	3,543,000	-
O	-	2,719,133	486,885
P	-	19,158,238	-
Q	-	4,722,651	5,588,522
U	-	529,668	-
W	20,000,000	-	-
X	10,336,000	-	393,645
	<u>\$ 34,790,500</u>	<u>\$ 60,207,624</u>	<u>\$ 9,032,400</u>

Capital withdrawals are permitted at the end of each quarter after a limited partner has held a tranche interest for at least three years. Withdrawals made within the first three years will be subject to a 5% withdrawal fee. Capital withdrawal requests must be delivered prior to the end of the quarter preceding the withdrawal date. Withdrawal fees of \$75,000 were charged to limited partners that withdrew from the Partnership during the year ended December 31, 2013. Withdrawal fees are reported as a reduction in withdrawals of Tranches A, H, O, and X and were allocated pro-rata among the remaining Limited Partners in the respective tranches across the Partnership and the Onshore Fund. The General Partner does not charge a withdrawal fee when the partners in a Tranche are all affiliated.

Using the net asset value from the close, subsequent to the withdrawal request, the General Partner will determine the net asset value of the tranche and segregate the pro-rata portion of each asset in the tranche for the benefit of the withdrawing limited partner. The General Partner will then sell the segregated assets prior to the withdrawal date and specially allocate the gains and losses attributable to the segregated assets to the withdrawing investor.

Capital withdrawals are recorded as liabilities, net of any performance distribution, when the amount requested in the withdrawal notice becomes fixed and determinable. Withdrawal notices received for which the dollar amount is not fixed remain in capital until the amount is determined.

The profits and losses of each Tranche of the Partnership are allocated to each partner based upon the amount of such partner’s capital balance of each Tranche as of the beginning of each month.

**Indemnities** — The General Partner on behalf of the Partnership enters into certain contracts that contain a variety of indemnifications. The Partnership's maximum exposure under these arrangements is unknown. However, the Partnership has not had any prior claims or losses pursuant to these contracts and expects the risk of loss to be remote.

### **3. FAIR VALUE MEASUREMENTS**

The Partnership uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The fair value hierarchy is categorized into three levels based on the inputs as follows:

*Level 1* — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Partnership has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

*Level 2* — Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

*Level 3* — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The General Partner believes the most relevant fair value disclosure relates to the Master Fund's investment portfolio and can be found in Note 3 of the Master Fund's financial statements, which are attached to these statements.

### **4. RELATED-PARTY TRANSACTIONS, INCLUDING MANAGEMENT AND PERFORMANCE DISTRIBUTION**

Management fees and the performance distributions occur at the Master Fund level. During the year ended December 31, 2013, the Partnership was allocated management fees of \$1,800,215. For the year ended December 31, 2013, the performance distribution paid to the special limited partner was \$137,093. As of December 31, 2013, the accrued performance distribution payable to the Special Limited Partner with respect to the Partnership (based on a hypothetical liquidation of the Master Fund) is \$13,777,820. The Special Limited Partner of the Master Fund has no claim to, and does not receive any economic benefit from, any accrued performance distribution until distributions made to a limited partner exceed aggregate capital contributions to all Tranches made by such partner.

## 5. FINANCIAL HIGHLIGHTS

The following are the Partnership's financial highlights, by Tranche, for the year ended December 31, 2013. Total returns are calculated by Tranche for the limited partner group as a whole, which may differ from returns for any individual partners due to certain limited partners being exempt from management fees.

	Total Return <sup>1</sup>			Ratios to Average Limited Partners' Capital <sup>2,3</sup> :			
	Before Performance Distribution	Performance Distribution	After Performance Distribution	Expenses — Excluding Performance Distribution	Performance Distribution	Expenses — Including Performance Distribution	Net Investment Loss
Tranche E	169.51%	(2.63)%	166.88%	(1.40)%	(1.32)%	(2.72)%	(1.40)%
Tranche F	161.74	-	161.74	(1.33)	-	(1.33)	(1.33)
Tranche G	86.52	-	86.52	(1.47)	-	(1.47)	(1.47)
Tranche H	105.77	-	105.77	(1.40)	-	(1.40)	(1.40)
Tranche I	130.89	2.52	133.41	(1.32)	-	(1.32)	(1.32)
Tranche J	188.44	(14.89)	173.55	(1.43)	(13.99)	(15.42)	(1.43)
Tranche K	120.53	(8.97)	111.56	(1.35)	(6.36)	(7.71)	(1.35)
Tranche L	225.49	-	225.49	(1.37)	-	(1.37)	(1.37)
Tranche O	152.76	(25.74)	127.02	(1.51)	(15.13)	(16.64)	(1.51)
Tranche P	179.44	(29.22)	150.22	(1.56)	(17.72)	(19.28)	(1.56)
Tranche Q	191.35	(23.32)	168.03	(1.51)	(11.76)	(13.27)	(1.51)
Tranche R	136.55	(18.67)	117.88	(1.51)	(12.27)	(13.78)	(1.51)
Tranche S	96.93	(11.84)	85.09	(1.47)	(8.46)	(9.93)	(1.47)
Tranche U	189.63	(36.72)	152.91	(1.49)	(19.34)	(20.83)	(1.49)
Tranche W	40.09	(8.02)	32.07	(1.53)	(7.96)	(9.49)	(1.53)
Tranche X	54.95	(13.24)	41.71	(1.51)	(10.39)	(11.90)	(1.51)

<sup>1</sup> Computed as the percentage change in value during the period of a theoretical limited partner investment made at the beginning of the year or when a Tranche was created, net of all fees and expenses. Total return has not been annualized for those Tranches created during the year.

<sup>2</sup> Average partners' capital has been computed based on monthly valuations. Ratios have been annualized for those Tranches created during the year. Performance distribution ratios have not been annualized.

<sup>3</sup> Includes the proportionate share of the Partnership's income and expenses allocated from the Master Fund.

## 6. SUBSEQUENT EVENTS

For the purpose of issuing these financial statements, management evaluated events and transactions through and including March 26, 2014, the date these financial statements were available to be issued. Subsequent to December 31, 2013, the Partnership issued Tranche Y following the receipt of capital contributions of approximately \$40 million and paid out distributions of approximately \$38 million and withdrawals of \$1.3 million, of which \$9.3 million and \$.1 million were accrued, respectively, at year-end.

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# Japan Macro Opportunities Master Fund, L.P.

(A Cayman Islands Exempted Limited Partnership)

Financial Statements as of and for the  
Year Ended December 31, 2013, and  
Independent Auditors' Report



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## **INDEPENDENT AUDITORS' REPORT**

To the General Partner of  
Japan Macro Opportunities Master Fund, L.P.:

We have audited the accompanying financial statements of Japan Macro Opportunities Master Fund, L.P. (a Cayman Islands Exempted Limited Partnership) (the "Master Fund"), which comprise the statement of assets and liabilities, including the condensed schedule of investments, as of December 31, 2013, and the related statements of operations, changes in partners' capital, and cash flows for the year then ended (all expressed in United States dollars), and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Master Fund's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Master Fund's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Master Fund as of December 31, 2013, and the results of its operations, changes in its partners' capital and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche

March 26, 2014

Member firm of  
**Deloitte Touche Tohmatsu Limited**

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF ASSETS AND LIABILITIES**  
**AS OF DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

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<b>ASSETS</b>	
DERIVATIVE INSTRUMENTS — At fair value (cost \$192,014,691)	\$ 298,660,977
SECURITIES — At fair value (cost \$125,758,605)	125,769,866
CASH AND CASH EQUIVALENTS	131,346,327
DUE FROM BROKERS	30,691,445
OTHER ASSETS	<u>28,808</u>
<b>TOTAL</b>	<b>\$ <u>586,497,423</u></b>
<b>LIABILITIES AND PARTNERS' CAPITAL</b>	
COLLATERAL PAYABLE	\$ 177,910,815
ACCRUED EXPENSES	77,252
CAPITAL DISTRIBUTIONS PAYABLE	47,296,714
CAPITAL WITHDRAWALS PAYABLE	18,162,516
PARTNERS' CAPITAL	<u>343,050,126</u>
<b>TOTAL</b>	<b>\$ <u>586,497,423</u></b>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**CONDENSED SCHEDULE OF INVESTMENTS**  
**AS OF DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

	<b>Fair Value</b>
<b>DERIVATIVE INSTRUMENTS (87.1% of partners' capital):</b>	
Interest rate swaptions — Japanese LIBOR (2.8% of partners' capital):	
Swaptions with original maturities less than 1 year (January 2014–May 2014)	\$ 269,736
Swaptions with original maturities of 3 years (January 2014–May 2016)	9,337,578
	<hr/>
Total interest rate swaptions — Japanese LIBOR (cost \$46,620,884)	9,607,314
	<hr/>
Foreign currency options — Japanese Yen (84.3% of partners' capital):	
Options with original maturities of 1–2 years (February 2014–June 2015)	120,086,109
Options with original maturities of 2–3 years (March 2014–June 2016)	168,967,554
	<hr/>
Total foreign currency options — Japanese Yen (cost \$145,393,807)	289,053,663
	<hr/>
<b>DERIVATIVE INSTRUMENTS — (cost \$192,014,691)</b>	<b>\$ 298,660,977</b>
	<hr/>
<b>SECURITIES — US GOVERNMENT OBLIGATIONS (36.7% of partners' capital)</b>	
US Treasury bills 6–12 month original maturities:	
\$42,797,000 US Treasury bills 6–month original maturity (Feb. 2014–March 2014)	\$ 42,792,154
\$53,506,000 US Treasury bills 12–month original maturity (Jan. 2014–May 2014)	53,505,898
	<hr/>
Total US Treasury bills 6–12 month original maturities	96,298,052
	<hr/>
US Treasury notes 5–7 year original maturities (August 2017–Nov. 2020)	4,668,487
	<hr/>
US Treasury inflation-indexed bonds 5–30 year original maturities (April 2017–April 2028)	24,803,327
	<hr/>
<b>SECURITIES — US GOVERNMENT OBLIGATIONS — (cost \$125,758,605)</b>	<b>\$ 125,769,866</b>
	<hr/>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2013**  
**(Expressed in U.S. dollars)**

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<b>REALIZED AND UNREALIZED GAINS ON DERIVATIVE INSTRUMENTS AND SECURITIES:</b>	
Net realized gains on derivative instruments and securities	\$ 92,192,671
Net change in unrealized appreciation/depreciation on derivative instruments and securities	<u>171,826,438</u>
Net realized and unrealized gains on derivative instruments and securities	<u>264,019,109</u>
<b>EXPENSES:</b>	
Management fees	3,963,867
Interest expense	121,014
Professional, administrator and other	<u>706,478</u>
Total expenses	<u>4,791,359</u>
<b>NET INVESTMENT LOSS</b>	<u>(4,791,359)</u>
<b>NET INCREASE IN PARTNERS' CAPITAL RESULTING FROM OPERATIONS</b>	<u>\$ 259,227,750</u>

See notes to financial statements.



**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF CHANGES IN PARTNERS' CAPITAL  
FOR THE YEAR ENDED DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

	Special Limited Partner	Japan Macro Opportunities Partners, L.P.	Japan Macro Opportunities Offshore Partners, L.P.	Total
PARTNERS' CAPITAL — January 1, 2013	\$ 427,724	\$ 58,688,178	\$ 77,319,518	\$ 136,435,420
Capital contributions	-	98,629,500	34,790,500	133,420,000
Capital withdrawals	(3,175,444)	(20,150,864)	(9,082,915)	(32,409,223)
Capital distributions	(415,462)	(93,000,735)	(60,207,624)	(153,623,821)
Net increase in partners' capital resulting from operations	-	133,773,581	125,454,169	259,227,750
Performance distribution (see Note 7)	33,519,860	(19,604,947)	(13,914,913)	-
PARTNERS' CAPITAL — December 31, 2013	<u>\$ 30,356,678</u>	<u>\$ 158,334,713</u>	<u>\$ 154,358,735</u>	<u>\$ 343,050,126</u>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

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<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Net increase in partners' capital resulting from operations	\$ 259,227,750
Adjustments to reconcile net increase in partners capital resulting from operations to net cash provided by operating activities:	
Payments for derivative instruments	(125,585,553)
Proceeds from sales of derivative instruments	184,038,604
Payments for securities	(466,202,808)
Proceeds from sales of securities	382,985,764
Net realized gains on derivative instruments and securities	(92,192,671)
Net change in unrealized appreciation/depreciation on derivative instruments and securities	(171,826,438)
Increase in due from broker	(30,691,445)
Increase in collateral payable	177,910,815
Decrease in other assets	51,797
Decrease in accrued expenses	(1,658)
Net cash provided by operating activities	<u>117,714,157</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Capital contributions	133,420,000
Capital withdrawals, net of capital withdrawals payable of \$18,162,516	(14,246,707)
Capital distributions, net of capital distributions payable of \$47,296,714	<u>(106,327,107)</u>
Net cash provided by financing activities	<u>12,846,186</u>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<b>130,560,343</b>
CASH AND CASH EQUIVALENTS — Beginning of year	<u>785,984</u>
CASH AND CASH EQUIVALENTS — End of year	<u>\$ 131,346,327</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION — Cash paid for interest	<u>\$ 111,570</u>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**NOTES TO FINANCIAL STATEMENTS**  
**AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2013**  
(Expressed in U.S. dollars)

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**1. ORGANIZATION**

Japan Macro Opportunities Master Fund, L.P. (the “Master Fund”) is a Cayman Islands exempted limited partnership organized under the laws of the Cayman Islands. In March 2012, the Master Fund registered with the Cayman Islands Monetary Authority (“CIMA”) pursuant to an amendment to the Mutual Funds Law of the Cayman Islands which requires “master funds” as defined therein to register with and be regulated by CIMA. The investment objective of the Master Fund is to generate superior risk-adjusted rates of return through investments in the Japanese foreign currency exchange and credit markets. To achieve its investment objective, the Master Fund invests in fully paid for fixed-income and foreign exchange securities and derivative products in the Japanese capital markets within a broad global macroeconomic strategy focusing on the risks to Japanese interest rate and currency volatility contained within the market for sovereign credit.

The Master Fund receives capital contributions from Japan Macro Opportunities Partners, L.P. (the “Onshore Fund”) and Japan Macro Opportunities Offshore Partners, L.P. (the “Offshore Fund”). Hayman Capital Management, L.P. is the managing general partner for the Master Fund (the “Managing General Partner”) and is the general partner of the Onshore Fund. Hayman Offshore Management, Inc., a Cayman Islands exempted company, serves as the general partner of the Master Fund and Offshore Fund (the “General Partner”). Hayman Advisors SLP, L.P., an affiliate of the Managing General Partner, was designated by the Managing General Partner as the special limited partner (the “Special Limited Partner”) of the Master Fund. For the year ended December 31, 2013, the General Partner and the Managing General Partner had no partner capital balance in the Master Fund. The Master Fund, pursuant to an amended and restated agreement of the Limited Partnership (the “Agreement”), was formed on March 22, 2010, and began operations on July 9, 2010.

The Master Fund operates under a “master/feeder structure” whereby the Onshore Fund and the Offshore Fund invest substantially all of their investable assets in the Master Fund. As of December 31, 2013, the Onshore Fund and the Offshore Fund owned approximately 46% and 45% of the Master Fund, respectively, after the impact of the accrued performance distribution at December 31, 2013. See Note 7 Related-Party Transactions for additional details.

Equinox Alternative Investment Services (Bermuda) Ltd. (“Equinox”) performs various administrative services for the Master Fund.

**2. SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting** — The accompanying financial statements are presented using accounting principles generally accepted in the United States of America (GAAP). Financial statements prepared on a GAAP basis require management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein.

**Cash and Cash Equivalents** — The Master Fund defines cash and cash equivalents as cash and short-term, highly liquid investments with original maturities of 90 days or less. As of December 31, 2013, \$131,341,640 is invested in treasury backed money market funds offered by JP Morgan. Additional information on cash receipts and payments is presented in the statement of cash flows.

**Derivative Instruments** — Derivative instruments are valued at fair value in accordance with the Managing General Partner's valuation policy. Valuations are obtained from third-party pricing services which rely on observable market inputs and market information received from dealers, or brokers, when available and considered reliable.

**Foreign Currency Translations** — Assets and liabilities denominated in foreign currencies are translated into United States dollar amounts at the period-end exchange rates. Purchases and sales of investments, and income and expenses that are denominated in foreign currencies are translated into U.S. dollar amounts on the transaction date. Adjustments arising from foreign currency transactions are reflected in the Statement of Operations.

The Master Fund does not isolate the portion of the operating results that are due to the changes in foreign exchange rates. Such fluctuations are included in unrealized appreciation on derivative instruments in the Statement of Operations. Investments in Japanese Yen denominated securities have additional risks not present in securities denominated in U.S. dollars.

**Income and Expense Recognition** — Interest is recorded on the accrual basis. Operating expenses are recorded on the accrual basis as incurred. Realized gains and losses on derivative instruments and securities are recorded on an identified cost basis.

**Income Taxes** — The limited partners of the Master Fund are individually liable for taxes on their share of Master Fund taxable income.

The Master Fund determines whether a tax position of the Master Fund is more likely than not to be sustained upon examination by the applicable taxing authority, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Master Fund reviews and evaluates tax positions in the jurisdictions in which the Master Fund operates and determines whether or not there are uncertain tax positions that require financial statement recognition. Based on this review, management concluded that the Master Fund's tax returns will be open for examination by major tax jurisdictions, including U.S. Federal, U.S. states, Japan and the Cayman Islands, for the amount of time specified under the applicable statutes of limitations (with limited exceptions). Accordingly, the Master Fund's 2010, 2011, and 2012 tax returns remain open for examination. The Master Fund is additionally not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change materially in the next 12 months. As a result, no income tax liability or expense has been recorded in the accompanying financial statements.

The Master Fund has been registered as an exempted limited partnership pursuant to the Exempted Limited Partnership Law of the Cayman Islands. No local income, profits, or capital gains taxes are levied in the Cayman Islands at the current time. The Master Fund has also received an undertaking from the Cayman Islands' Government that, for a period of 50 years from May 11, 2010, the Master Fund will be exempt from taxation in the Cayman Islands. The only taxes payable by the Master Fund on its income are withholding taxes applicable to certain income.

**Indemnities** — The Managing General Partner on behalf of the Master Fund enters into certain contracts that contain a variety of indemnifications. The Master Fund's maximum exposure under these arrangements is unknown. However, the Master Fund has not had prior claims or losses pursuant to these contracts and expects the risk of loss to be remote.

**Capital Contributions, Distributions, Withdrawals, and Income/Expenses Allocations** — Capital contributions received at each closing are maintained in special memorandum accounts on the books and records of the Master Fund and invested in a portfolio of investments (each, a “Tranche”). The Managing General Partner establishes a new Tranche at each closing and only those investors making capital contributions at that closing have an interest in that Tranche. The appreciation, depreciation and expenses attributable to a Tranche are allocated only to investors with an interest in that Tranche.

The Master Fund is a single legal entity, and the Tranches are not separate legal entities. Since commencement of operations, the Managing General Partner has established 24 Tranches. As of December 31, 2013, 18 Tranches are in existence. The table below summarizes investor contributions, distributions, and withdrawals for each tranche for the year ended December 31, 2013. Withdrawals of \$108,356 were made to pay for feeder fund level expenses.

Tranche	Contributions	Distributions	Withdrawals
Tranche A	\$ -	\$ 19,959,651	\$ 309,864
Tranche D	-	7,180,500	5,433
Tranche E	5,000,000	8,633,115	2,991
Tranche F	-	7,865,140	4,023
Tranche G	-	-	1,086,425
Tranche H	-	1,169,795	247,700
Tranche I	-	5,924,951	1,391,749
Tranche J	-	9,335,583	3,047
Tranche K	-	-	4,362
Tranche L	-	3,543,000	2,631
Tranche M	-	10,916,885	14,475,855
Tranche N	100,000	5,643,149	8,383,800
Tranche O	-	5,237,565	481,599
Tranche P	-	19,158,238	10,242
Tranche Q	-	4,800,445	5,592,466
Tranche R	-	-	4,537
Tranche S	-	-	4,990
Tranche T	75,000,000	30,691,445	6,384
Tranche U	-	5,824,749	3,791
Tranche V	-	7,739,610	6,911
Tranche W	20,000,000	-	2,052
Tranche X	33,320,000	-	378,371
	<u>\$ 133,420,000</u>	<u>\$ 153,623,821</u>	<u>\$ 32,409,223</u>

The Master Fund may make distributions to limited partners from time to time as determined by the managing General Partner. See Note 7 for details regarding performance distributions. Capital withdrawals are permitted at the end of each quarter after a limited partner has held a Tranche interest for at least three years. Withdrawals made within the first three years will be subject to a 5% withdrawal fee. Capital withdrawal requests must be delivered prior to the end of the quarter preceding the withdrawal date. Withdrawal fees of \$112,500 were recorded by the Master Fund during the year ended December 31, 2013, and are reported as a reduction in the withdrawals of the tranche and were allocated pro-rata among the remaining Limited Partners in the tranche. The General Partner does not charge a withdrawal fee for withdrawals from single Investor Tranches.

Using the net asset value from the close, subsequent to the withdrawal request, the General Partner will determine the net asset value of the Tranche and segregate the pro-rata portion of each asset in the Tranche for the benefit of the withdrawing limited partner. The General Partner will then sell the segregated assets prior to the withdrawal date and specially allocate the gains and losses attributable to the segregated assets to the withdrawing investor.

Capital withdrawals are recorded as liabilities, net of any performance distribution, when the amount requested in the withdrawal notice becomes fixed and determinable. Withdrawal notices received for which the dollar amount is not fixed remain in capital until the amount is determined.

### 3. FAIR VALUE MEASUREMENTS

The Master Fund uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The fair value hierarchy is categorized into three levels based on the inputs as follows:

*Level 1* — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Master Fund has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

*Level 2* — Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

*Level 3* — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the Managing General Partner. The Managing General Partner considers observable data to be that market data which is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to the Managing General Partner's perceived risk of that instrument.

Investments in U.S. Government obligations are valued by a third-party pricing service using market observable data, such as reported sales of similar securities, broker quotes, yields, bids, offers, and reference data and are therefore classified as Level 2.

Most derivative instruments that are not exchange-traded are considered Level 2. These over-the-counter (OTC) derivatives, including interest rate swaptions and foreign currency options, are valued by a third-party pricing service using observable inputs, such as quotations received from brokers. In instances where models are used, the value of an OTC derivative depends upon the contractual terms of, and specific risks inherent in the instrument, as well as, the availability and reliability of, observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rates, and correlations of such inputs.

No level 3 holdings were held at any time during the year ended December 31, 2013.

A valuation committee established by the Managing General Partner meets on a monthly basis to review and approve the valuation of the Master Fund's investments, to ensure that the valuations are in accordance with the pricing policy adopted by the Managing General Partner and the methods described above.

As of December 31, 2013, the financial instruments carried on the Statement of Assets and Liabilities by caption and by level within the valuation hierarchy are presented in the table that follows. The financial instruments are further classified by geography within the Condensed Schedule of Investments.

	Assets at Fair Value as of December 31, 2013			
	Level 1	Level 2	Level 3	Total
Cash equivalents	\$ 131,341,640	\$ -	\$ -	\$ 131,341,640
U.S. Government obligations	-	125,769,866	-	125,769,866
Interest rate swaptions	-	9,607,314	-	9,607,314
Foreign currency options	-	289,053,663	-	289,053,663
Total	\$ 131,341,640	\$ 424,430,843	\$ -	\$ 555,772,483

#### 4. BALANCE SHEET OFFSETTING

The Master Fund adopted the provisions of Accounting Standards Update ("ASU") 2013-01, "Balance Sheet Offsetting", which is an amendment to ASU 2011-11, "Disclosures About Offsetting Assets and Liabilities", and requires the disclosure of information regarding rights of setoff and related arrangements associated with financial instruments and derivatives. The Master Fund presents derivative exposure on a gross basis on the Statement of Assets and Liabilities. Below is a table that shows the gross amounts of derivative positions recorded on the Statement of Assets and Liabilities.

Offsetting of Financial Assets and Derivative Assets

	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Statement of Assets and Liabilities	Net Amounts of Assets Presented in the Statement of Assets and Liabilities	Cash Collateral (Received) / Posted	Net Amount
Derivatives Instruments	\$ 298,660,977	\$ -	\$ 298,660,977	\$ (177,910,815)	\$ 120,750,162

Over the Counter derivative transactions are subject to the terms and conditions of the International Swaps and Derivatives Association ("ISDA") agreements entered into by the Master Fund and its trading counterparties. The ISDA agreements allow for the right of setoff in cases of early termination. Two of the ISDA agreement place restrictions on collateral received by the Master Fund. One of the agreements requires the Master Fund to hold the collateral in the state of New York. The amount of collateral from this counterparty held by the Master Fund at December 31, 2013 was approximately \$14,080,000. Another ISDA agreement requires the Master Fund to hold collateral at The Bank of New York Mellon. The amount of collateral from this counterparty held by the Master Fund at December 31, 2013 was \$31,900,815.

## 5. FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK

**Derivative Contracts** — In the normal course of business, the Master Fund enters into derivative financial instruments (“derivatives”). The derivatives in which the Master Fund invests are primarily interest rate swaptions and foreign currency options. Derivatives serve as a component of the Master Fund’s investment strategy and are utilized primarily to structure the portfolio or individual investments to economically match the investment objective of the Master Fund.

As of December 31, 2013, the derivative instruments carried on the Statement of Assets and Liabilities are presented in the table below.

<b>Derivatives Not Accounted for as Hedging Instruments</b>	<b>Number of Contracts</b>	<b>Fair Value</b>
Interest rate swaption contracts	93	\$ 9,607,314
Foreign currency option contracts	332	289,053,663
Total derivative instruments		<u>\$ 298,660,977</u>

The impact of these derivative instruments on the Statement of Operations is presented in the table below.

<b>Derivatives Not Accounted for as Hedging Instruments</b>	<b>Net Change in Unrealized Appreciation/Depreciation on Derivative Instruments</b>	<b>Net Realized Gains (Losses) on Derivative Instruments</b>
Interest rate swaption contracts	\$ 5,282,983	\$ (28,928,457)
Foreign currency option contracts	166,549,008	121,059,724
Total	<u>\$ 171,831,991</u>	<u>\$ 92,131,267</u>

For the year ended December 31, 2013, the volume of derivative transactions of the Master Fund was as follows:

<b>Derivatives Not Accounted for as Hedging Instruments</b>	<b>Contracts</b>	
	<b>Entered Into</b>	<b>Sold/ Expired</b>
Interest rate swaption contracts	44	56
Foreign currency option contracts	203	185
Total	<u>247</u>	<u>241</u>



**Swaptions** — The Master Fund enters into swaptions in the normal course of pursuing its investment objectives. Swaptions are used to create exposure for the Master Fund based on its directional view of interest rates. Swaptions are options that grant the holder the right to enter into an underlying swap. The underlying swaps of the Master Fund’s swaptions are interest rate swaps. Interest rate swaps are agreements between two parties to exchange cash flows based on a notional principal amount. The Master Fund may elect to pay a fixed rate and receive a floating rate, or, receive a fixed rate and pay a floating rate on a notional principal amount. Swaptions are marked to market by a third -party pricing service and the change, if any, is recorded as a net change in unrealized appreciation or depreciation on derivative instruments in the Statement of Operations. When the swaption contract is terminated early, the Master Fund records a realized gain or loss. The risks of swaptions include changes in market conditions that affect the value of the contract or the cash flows and the possible inability of the counterparty to fulfill its obligations under the agreement. The Master Fund’s maximum risk of loss from counterparty credit risk is the market value of the positions held by the counterparty. This risk is mitigated by having a master netting arrangement between the Master Fund and the counterparty and by the posting of collateral by the counterparty to the Master Fund to cover a portion of the Master Fund’s exposure to the counterparty.

**Options** — The Master Fund holds foreign currency denominated interest rate swaptions and the value of these swaptions may decrease if the foreign currency depreciates in value. The Master Fund purchases options for the purpose mitigating foreign exchange risk and to enhance returns on its portfolio. Options are contracts that grant the holder, in return for payment of the purchase price (the “premium”) of the option, the right to either purchase or sell a financial instrument at a specified price within a specified period of time or on a specified date, from or to the writer of the option.

The Master Fund’s focus is to execute an investment strategy that is primarily concentrated in Japanese LIBOR interest rate swaptions and Japanese Yen foreign currency options, and as a result will potentially be materially impacted by changes in the movement of Japanese LIBOR interest rates and the Japanese Yen.

## **6. DUE FROM (TO) BROKERS**

The Master Fund does not clear its own derivative transactions. It has established accounts with other financial institutions for this purpose. This can, and often does, result in concentration of credit risk with one or more of these firms. Such risk, however, is mitigated by the obligation of U.S. financial institutions to comply with rules and regulations governing broker/dealers and futures commission merchants. These rules and regulations generally require maintenance of net capital, as defined, and segregation of customers’ funds and securities from holdings of the firm.

## **7. RELATED-PARTY TRANSACTIONS**

The Master Fund pays the Managing General Partner, a management fee, as compensation for managing the business and affairs of the Master Fund, equal to 1.25% per annum of the capital account of each limited partner. Management fees are calculated and paid quarterly in advance as of the first day of each calendar quarter in accordance with the Agreement.

The Managing General Partner and the General Partner may reduce or waive the management fee for any individual investor.

The Agreement provides for a performance distribution to the Special Limited Partner at the time of withdrawals or distributions. Withdrawals or distributions attributable to a Tranche initially shall be allocated to the limited partners in that Tranche Pro Rata. Thereafter, withdrawals or distributions are to be allocated as follows:

- i) First, to the limited partner until the limited partner has received an aggregate amount of withdrawals or distributions to the extent of their aggregate capital contributions to all Tranches;

ii) Second, 80% to the limited partners and 20% to the Special Limited Partner until aggregate withdrawals or distributions to the limited partner are equal to 10 times aggregate capital contributed by the limited partner to all Tranches;

iii) Thereafter, 65% to the limited partner and 35% to the Special Limited Partner.

The performance distribution is calculated at the end of each period (based on a hypothetical liquidation of the Master Fund on such dates). For the year ended December 31, 2013, total performance distributions paid to the Special Limited Partner were \$3,590,906. As of December 31, 2013, the accrued performance distribution to the Special Limited Partner pursuant to the Agreement is \$30,356,678. The accrued performance distribution is calculated for each limited partner taking into consideration such partner's aggregate contributions to all Tranches. The Special Limited Partner has no claim to, and does not receive any economic benefit from, any accrued performance distribution until distributions made to a limited partner exceed aggregate capital contributions to all Tranches made by such partner.

The General Partner shall be paid an annual fee of \$1,000 on January 1 of each year, which shall be charged proportionally among all Tranches based on the relative net asset value of each Tranche.

During the year ended December 31, 2013, the Managing General Partner paid \$14,815 to the Master Fund to reimburse the Master Fund for a trading loss incurred by the Master Fund. The amount is included in net realized gains on derivative instruments and securities on the Statement of Operations.

## 8. FINANCIAL HIGHLIGHTS

The following are the Master Fund's financial highlights, by Tranche, for the year ended December 31, 2013. Total returns are calculated by Tranche for the limited partner group as a whole, which may differ from returns for any individual partners due to certain limited partners being exempt from management fees.

	Total Return <sup>1</sup>			Ratios to Average Limited Partners' Capital <sup>2</sup> :			
	Before Performance Distribution	Performance Distribution	After Performance Distribution	Expenses — Excluding Performance Distribution	Performance Distribution	Expenses — Including Performance Distribution	Net Investment Loss
Tranche E	169.54%	(2.69)%	166.85%	(1.33)%	(1.32)%	(2.65)%	(1.37)%
Tranche F	161.74	-	161.74	(1.34)	-	(1.34)	(1.35)
Tranche G	86.51	-	86.51	(1.39)	-	(1.39)	(1.44)
Tranche H	106.40	-	106.40	(1.38)	-	(1.38)	(1.43)
Tranche I	130.89	2.34	133.23	(1.26)	-	(1.26)	(1.30)
Tranche J	188.44	(14.88)	173.56	(1.34)	(13.98)	(15.32)	(1.39)
Tranche K	120.55	(9.03)	111.52	(1.27)	(6.39)	(7.66)	(1.31)
Tranche L	225.48	-	225.48	(1.29)	-	(1.29)	(1.34)
Tranche N	99.48	(17.42)	82.06	(1.43)	(10.93)	(12.36)	(1.48)
Tranche O	156.09	(27.16)	128.93	(1.45)	(15.06)	(16.51)	(1.49)
Tranche P	179.45	(29.26)	150.19	(1.47)	(17.72)	(19.19)	(1.53)
Tranche Q	191.34	(23.28)	168.06	(1.45)	(12.03)	(13.48)	(1.48)
Tranche R	136.57	(18.67)	117.90	(1.43)	(12.27)	(13.70)	(1.47)
Tranche S	96.95	(11.84)	85.11	(1.44)	(8.75)	(10.19)	(1.48)
Tranche T	123.87	(24.54)	99.33	(1.49)	(11.45)	(12.94)	(1.51)
Tranche U	189.66	(36.56)	153.10	(1.44)	(20.39)	(21.83)	(1.47)
Tranche V	158.05	(23.00)	135.05	(1.55)	(19.41)	(20.96)	(1.61)
Tranche W	40.11	(7.93)	32.18	(0.64)	(3.50)	(4.14)	(0.66)
Tranche X	56.03	(11.22)	44.81	(0.66)	(4.30)	(4.96)	(0.67)

<sup>1</sup> Computed as the percentage change in value during the period of a theoretical limited partner investment made at the beginning of the year or when a Tranche was created, net of all fees and expenses. Total return for tranches issued or withdrawn during the year have not been annualized.

<sup>2</sup> Average partners' capital has been computed based on monthly valuations. Ratios for Tranches issued during the year have been annualized. Performance distribution ratios have not been annualized.

**9. SUBSEQUENT EVENTS**

For the purpose of issuing these financial statements, management evaluated events and transactions through and including March 26, 2014, the date these financial statements were available to be issued. Subsequent to December 31, 2013, the Master Fund issued Tranche Y, following the receipt of capital contributions of approximately \$40 million and paid out distributions of approximately \$90.6 million and withdrawals of \$19.5 million, of which \$47.3 million and \$18.2 million were accrued, respectively, at year-end.

\* \* \* \* \*

# Japan Macro Opportunities Offshore Partners, L.P.

(A Cayman Islands Exempted Limited Partnership)

Financial Statements as of and for the  
Year Ended December 31, 2014, and  
Independent Auditors' Report



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## **INDEPENDENT AUDITORS' REPORT**

To the Managing General Partner of  
Japan Macro Opportunities Offshore Partners, L.P.:

We have audited the accompanying financial statements of Japan Macro Opportunities Offshore Partners, L.P. (a Cayman Islands Exempted Limited Partnership) (the "Partnership"), which comprise the statement of assets and liabilities, as of December 31, 2014, and the related statements of operations and changes in partners' capital for the year then ended (all expressed in United States dollars), and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Partnership's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Japan Macro Opportunities Offshore Partners, L.P. as of December 31, 2014, and the results of its operations and changes in its partners' capital, for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche

March 27, 2015

Member firm of  
**Deloitte Touche Tohmatsu Limited**

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF ASSETS AND LIABILITIES**  
**AS OF DECEMBER 31, 2014**  
(Expressed in U.S. dollars)

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**ASSETS**

INVESTMENT IN JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P. (the "Master Fund") — At fair value	\$ 69,518,336
CASH	1,406,590
DISTRIBUTIONS RECEIVABLE FROM MASTER FUND	<u>7,095,108</u>
<b>TOTAL</b>	<b><u>\$ 78,020,034</u></b>

**LIABILITIES AND PARTNERS' CAPITAL**

CAPITAL DISTRIBUTIONS PAYABLE	\$ 8,468,512
CAPITAL WITHDRAWALS PAYABLE	24,687
ACCRUED EXPENSES	<u>38,300</u>
<b>TOTAL LIABILITIES</b>	<b><u>8,531,499</u></b>
<b>PARTNERS' CAPITAL</b>	<b><u>69,488,535</u></b>
<b>TOTAL</b>	<b><u>\$ 78,020,034</u></b>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2014**  
**(Expressed in U.S. dollars)**

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<b>REALIZED AND UNREALIZED GAIN ON INVESTMENTS ALLOCATED FROM MASTER FUND:</b>	
Realized gain on derivative instruments and securities	\$ 90,413,688
Net change in unrealized appreciation/depreciation on derivative instruments and securities	<u>(19,327,687)</u>
Realized and unrealized gain on derivative instruments and securities allocated from Master Fund	<u>71,086,001</u>
<b>NET INVESTMENT LOSS ALLOCATED FROM MASTER FUND:</b>	
Interest expense	(31,644)
Management fees	(1,355,510)
Professional, administrator and other expenses	<u>(256,552)</u>
Net investment loss allocated from Master Fund	<u>(1,643,706)</u>
PARTNERSHIP EXPENSES — Other expenses	<u>(60,963)</u>
NET INVESTMENT LOSS	<u>(1,704,669)</u>
INCREASE IN PERFORMANCE DISTRIBUTION AT MASTER FUND	<u>(16,768,057)</u>
NET INCREASE IN PARTNERS' CAPITAL RESULTING FROM OPERATIONS	<u><u>\$ 52,613,275</u></u>

See notes to financial statements and attached financial statements of the Master Fund.

**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF CHANGES IN PARTNERS' CAPITAL  
FOR THE YEAR ENDED DECEMBER 31, 2014  
(Expressed in U.S. dollars)**

	<b>General Partner</b>	<b>Limited Partners</b>	<b>Total</b>
PARTNERS' CAPITAL — January 1, 2014	\$ -	\$ 154,334,159	\$ 154,334,159
<b>DECREASE IN PARTNERS' CAPITAL RESULTING FROM CAPITAL TRANSACTIONS</b>			
Capital contributions	-	40,950,000	40,950,000
Capital distributions	-	(177,175,768)	(177,175,768)
Capital withdrawals	-	(1,233,131)	(1,233,131)
<b>NET DECREASE IN PARTNERS CAPITAL RESULTING FROM CAPITAL TRANSACTIONS</b>	<b>-</b>	<b>(137,458,899)</b>	<b>(137,458,899)</b>
<b>INCREASE IN PARTNERS' CAPITAL RESULTING FROM INVESTMENT OPERATIONS</b>			
Net realized and unrealized gain on derivative instruments and securities allocated from Master Fund	-	71,086,001	71,086,001
Net investment loss allocated from Master Fund	-	(1,704,669)	(1,704,669)
Increase in performance distribution at Master Fund (see Note 4)	-	(16,768,057)	(16,768,057)
<b>NET INCREASE IN PARTNERS' CAPITAL RESULTING FROM INVESTMENT OPERATIONS</b>	<b>-</b>	<b>52,613,275</b>	<b>52,613,275</b>
PARTNERS' CAPITAL — December 31, 2014	<u>\$ -</u>	<u>\$ 69,488,535</u>	<u>\$ 69,488,535</u>

See notes to financial statements and attached financial statements of the Master Fund.



**JAPAN MACRO OPPORTUNITIES OFFSHORE PARTNERS, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**NOTES TO FINANCIAL STATEMENTS**  
**AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2014**  
(Expressed in U.S. dollars)

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**1. ORGANIZATION**

Japan Macro Opportunities Offshore Partners, L.P. (the “Partnership”) is a Cayman Islands exempted limited partnership organized on March 22, 2010, which began operations on July 9, 2010. The limited partnership agreement (the “Partnership Agreement”) was most recently amended and restated on April 25, 2014. The Partnership is registered under the Mutual Funds Law of the Cayman Islands. The Partnership has elected to be taxed as a corporation from a U.S. federal income tax perspective. The investment objective of the Partnership is to achieve capital appreciation through investments in public and private securities and other financial instruments. This investment strategy is executed solely through an investment in Japan Macro Opportunities Master Fund, L.P. (the “Master Fund”) (a Cayman Islands Exempted Limited Partnership). Japan Macro Opportunities Partners, L.P. a Delaware limited partnership (the “Onshore Fund”), also invests in the Master Fund. As of December 31, 2014, the Partnership owns approximately 42% of the Master Fund, after the impact of the accrued performance distribution at December 31, 2014. See Note 4 Related-Party Transactions for additional details.

Hayman Offshore Management, Inc. is the general partner (the “General Partner”) of the Partnership, and a general partner of the Master Fund. Hayman Capital Management L.P. is the managing general partner of the Master Fund (the “Managing General Partner”). Hayman Advisors SLP, L.P., an affiliate of the General Partner, was designated by the General Partner as the special limited partner (the “Special Limited Partner”) of the Master Fund. For the year ended December 31, 2014, the General Partner had no partner capital balance in the Partnership.

Equinox Alternative Investment Services (Bermuda) Ltd. performed various administrative services for the Partnership in 2014.

**2. SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting** — The accompanying financial statements are presented using accounting principles generally accepted in the United States of America (GAAP). Financial statements prepared on a GAAP basis require management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein. The Partnership is an investment company and therefore complies with accounting and reporting guidance presented in *Accounting Standards Codification 946, Financial Services – Investment Companies*.

**Investment in Master Fund** — The Partnership’s investment in the Master Fund is valued at fair value as determined by the General Partner based on the partners’ capital balance reflected in the financial statements of the Master Fund. The performance of the Partnership is directly affected by the performance of the Master Fund. The financial statements of the Master Fund, which are an integral part of these financial statements, are attached.

**Income and Expense Recognition** — The Partnership's pro-rata share of income and expense and realized and unrealized gain and loss from its direct investment in the Master Fund are included in their appropriate revenue and expense categories in the Partnership's Statement of Operations. In addition, the Partnership accrues its own direct expenses.

**Cash and Cash Equivalents** — The Partnership defines cash and cash equivalents as cash and short-term, highly liquid investments with original maturities of 90 days or less.

**Income Taxes** — The Partnership is registered as an exempted limited partnership pursuant to the Exempted Limited Partnership Law of the Cayman Islands. No local income, profits, or capital gains taxes are levied in the Cayman Islands at the current time. The Partnership has also received an undertaking from the Cayman Islands' government that, for a period of 50 years from May 11, 2010, the Partnership will be exempt from taxation in the Cayman Islands. The only taxes payable by the Partnership on its income are withholding taxes applicable to certain income.

The Partnership determines whether a tax position of the Partnership is more likely than not to be sustained upon examination by the applicable taxing authority, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Partnership reviews and evaluates tax positions in the jurisdictions in which the Partnership operates and determines whether or not there are uncertain tax positions that require financial statement recognition. Based on this review, management concluded that, the Partnership's tax returns will remain open for examination by major tax jurisdictions, including U.S. Federal, U.S. states, Japan, Cayman Islands and foreign jurisdictions where the Partnership and Master Fund make significant investments, for the amount of time specified under the applicable statutes of limitations (with limited exceptions). The Partnership's tax returns will remain open for examination by tax authorities for a period of three years from when they are filed. Accordingly, the Partnership's 2011 and subsequent tax returns remain open for examination. The Partnership is additionally not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change materially in the next 12 months. As a result, no income tax liability or expense has been recorded in the accompanying financial statements.

**Capital Contributions, Distributions, Withdrawals and Allocation of Partnership Profits and Losses** — Capital contributions received at each closing are maintained in special memorandum accounts on the books and records of the Master Fund and invested in a portfolio of investments (each, a “Tranche”). A new Tranche is established at each closing and only those investors making capital contributions at that closing have an interest in that Tranche. The appreciation, depreciation and expenses attributable to a Tranche are allocated only to investors with an interest in that Tranche. The Partnership is a single legal entity, and the Tranches are not separate legal entities. As of December 31, 2014, the Partnership is invested in nine Tranches in the Master Fund — E, K, R, S, U, W, X, Y, and Z. The table below summarizes the contributions, distributions, and withdrawals for each Tranche outstanding at any time during the year ended December 31, 2014:

Tranche	Contributions	Distributions	Withdrawals
E	\$ -	\$ 6,580,348	\$ -
G	-	2,326,484	1,234,350
H	-	2,218,065	-
I	-	1,167,581	-
J	-	2,145,995	-
K	-	11,664,019	-
L	-	1,959,626	-
O	-	3,845,789	-
P	-	24,666,034	-
Q	-	4,941,418	-
R	-	20,714,500	-
S	-	19,717,060	-
U	-	1,572,996	-
W	-	20,794,699	-
X	-	12,658,376	(1,219)
Y	40,000,000	38,596,000	-
Z	950,000	1,606,778	-
	<u>\$ 40,950,000</u>	<u>\$ 177,175,768</u>	<u>\$ 1,233,131</u>

Capital withdrawals are permitted at the end of each quarter after a limited partner has held a tranche interest for at least three years. Withdrawals made within the first three years will be subject to a 5% withdrawal fee. Capital withdrawal requests must be delivered prior to the end of the quarter preceding the withdrawal date. Withdrawal fees of \$1,219 were charged to limited partners that withdrew from the Onshore Fund during the year ended December 31, 2014. Withdrawal fees are reported as a reduction in withdrawals of Tranche X and were allocated pro-rata among the remaining Limited Partners in the tranche across the Partnership and the Onshore Fund. The General Partner does not charge a withdrawal fee when the partners in a Tranche are all affiliated.

Using the net asset value from the close, subsequent to the withdrawal request, the General Partner will determine the net asset value of the tranche and segregate the pro-rata portion of each asset in the tranche for the benefit of the withdrawing limited partner. The General Partner will then sell the segregated assets prior to the withdrawal date and specially allocate the gains and losses attributable to the segregated assets to the withdrawing investor.

Capital withdrawals are recorded as liabilities, net of any performance distribution, when the amount requested in the withdrawal notice becomes fixed and determinable. Withdrawal notices received for which the dollar amount is not fixed remain in capital until the amount is determined.

The profits and losses of each Tranche of the Partnership are allocated to each partner based upon the amount of such partner's capital balance of each Tranche as of the beginning of each month.

**Indemnities** — The General Partner on behalf of the Partnership enters into certain contracts that contain a variety of indemnifications. The Partnership's maximum exposure under these arrangements is unknown. However, the Partnership has not had any prior claims or losses pursuant to these contracts and expects the risk of loss to be remote.

### **3. FAIR VALUE MEASUREMENTS**

The Partnership uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The fair value hierarchy is categorized into three levels based on the inputs as follows:

*Level 1* — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Partnership has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

*Level 2* — Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

*Level 3* — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The General Partner believes the most relevant fair value disclosure relates to the Master Fund's investment portfolio and can be found in Note 3 of the Master Fund's financial statements, which are attached to these statements.

### **4. RELATED-PARTY TRANSACTIONS, INCLUDING MANAGEMENT AND PERFORMANCE DISTRIBUTION**

Management fees and the performance distributions occur at the Master Fund level. During the year ended December 31, 2014, the Partnership was allocated management fees of \$1,355,510. For the year ended December 31, 2014, the performance distribution paid to the special limited partner was \$13,787,184. As of December 31, 2014, the accrued performance distribution payable to the Special Limited Partner with respect to the Partnership (based on a hypothetical liquidation of the Master Fund) is \$16,758,693. The Special Limited Partner of the Master Fund has no claim to, and does not receive any economic benefit from, any accrued performance distribution until distributions made to a limited partner exceed aggregate capital contributions to all Tranches made by such partner.

As of December 31, 2014, two affiliated limited partners, unaffiliated with the General Partner, owned approximately 86% of the Partnership. Their interests represent approximately 36% of the partners' capital of the Master Fund.

The Partnership has investor concentration as discussed above and could be materially affected by their actions. Due to the nature of the master fund/feeder fund structure, the Partnership could be materially affected by contributions or withdrawals of the Master Fund's interests made by investors in the Onshore Fund.

## 5. FINANCIAL HIGHLIGHTS

The following are the Partnership's financial highlights, by Tranche, for the year ended December 31, 2014. Total returns are calculated by Tranche for the limited partner group as a whole, which may differ from returns for any individual partners due to certain limited partners being exempt from management fees.

	Total Return <sup>1</sup>			Ratios to Average Limited Partners' Capital <sup>2,3</sup> :			
	Before Performance Distribution	Performance Distribution	After Performance Distribution	Expenses — Excluding Performance Distribution	Performance Distribution	Expenses — Including Performance Distribution	Net Investment Loss
Tranche E	60.46%	(8.38)%	52.08%	(1.63)%	(11.27)%	(12.90)%	(1.63)%
Tranche K	40.68	5.96	46.64	(1.80)	12.94	11.14	(1.80)
Tranche R	77.05	(8.26)	68.79	(1.76)	(19.04)	(20.80)	(1.76)
Tranche S	66.12	(10.17)	55.95	(1.76)	(16.92)	(18.69)	(1.76)
Tranche U	88.99	(3.70)	85.29	(1.86)	(24.56)	(26.42)	(1.86)
Tranche W	55.22	(23.28)	31.94	(1.74)	(32.78)	(34.51)	(1.74)
Tranche X	52.18	(5.37)	46.81	(1.68)	(9.73)	(11.41)	(1.68)
Tranche Y	160.42	(30.92)	129.50	(1.56)	(35.60)	(37.16)	(1.56)
Tranche Z	318.08	(63.32)	254.76	(1.50)	(43.88)	(45.39)	(1.50)

<sup>1</sup> Computed as the percentage change in value during the period of a theoretical limited partner investment made at the beginning of the year or when a Tranche was created, net of all fees and expenses. Total return has not been annualized for those Tranches created during the year.

<sup>2</sup> Average partners' capital has been computed based on monthly valuations. Ratios have been annualized for those Tranches created during the year. Performance distribution ratios have not been annualized.

<sup>3</sup> Includes the proportionate share of the Partnership's income and expenses allocated from the Master Fund.

## 6. SUBSEQUENT EVENTS

For the purpose of issuing these financial statements, management evaluated events and transactions through and including March 27, 2015, the date these financial statements were available to be issued. Effective January 1, 2015, SEI Global Securities, Inc. was appointed as the administrator for the Partnership and the Master Fund.

\* \* \* \* \*

# Japan Macro Opportunities Master Fund, L.P.

(A Cayman Islands Exempted Limited Partnership)

Financial Statements as of and for the  
Year Ended December 31, 2014, and  
Independent Auditors' Report



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## **INDEPENDENT AUDITORS' REPORT**

To the Managing General Partner of  
Japan Macro Opportunities Master Fund, L.P.:

We have audited the accompanying financial statements of Japan Macro Opportunities Master Fund, L.P. (a Cayman Islands Exempted Limited Partnership) (the "Master Fund"), which comprise the statement of assets and liabilities, including the condensed schedule of investments, as of December 31, 2014, and the related statements of operations and changes in partners' capital for the year then ended (all expressed in United States dollars), and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Master Fund's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Master Fund's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Japan Macro Opportunities Master Fund, L.P. as of December 31, 2014, and the results of its operations and changes in its partners' capital for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche

March 27, 2015

Member firm of  
**Deloitte Touche Tohmatsu Limited**

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF ASSETS AND LIABILITIES**  
**AS OF DECEMBER 31, 2014**  
(Expressed in U.S. dollars)

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<b>ASSETS</b>	
DERIVATIVE INSTRUMENTS — Long — At fair value (cost \$66,787,250)	\$ 157,746,553
SECURITIES — At fair value (cost \$10,461,054)	10,461,054
CASH AND CASH EQUIVALENTS	<u>248,848,879</u>
<b>TOTAL</b>	<b><u>\$ 417,056,486</u></b>
<b>LIABILITIES AND PARTNERS' CAPITAL</b>	
DERIVATIVE INSTRUMENTS — Short — At fair value (proceeds \$3,777,309)	\$ 14,406,851
COLLATERAL PAYABLE	76,101,054
ACCRUED EXPENSES	99,308
CAPITAL DISTRIBUTIONS PAYABLE	<u>161,547,565</u>
<b>TOTAL LIABILITIES</b>	<b><u>252,154,778</u></b>
<b>PARTNERS' CAPITAL</b>	<b><u>164,901,708</u></b>
<b>TOTAL</b>	<b><u>\$ 417,056,486</u></b>

See notes to financial statements.



**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**CONDENSED SCHEDULE OF INVESTMENTS**  
**AS OF DECEMBER 31, 2014**  
(Expressed in U.S. dollars)

	<b>Fair Value</b>
<b>DERIVATIVE INSTRUMENTS — Long (95.7% of partners' capital):</b>	
Interest rate swaptions — Japanese LIBOR (1.2% of partners' capital):	
1 year swaptions with maturities (May 2015)	\$ 46,106
3 year swaptions with maturities (January 2015–May 2017)	<u>1,930,218</u>
Total interest rate swaptions — Japanese LIBOR (cost \$20,600,690)	<u>1,976,324</u>
Foreign currency options — Japanese Yen (94.5% of partners' capital):	
1 year options with maturities (January 2015–May 2015)	19,198,769
2 year options with maturities (January 2016–May 2016)	56,530,280
3 year options with maturities (January 2016–May 2017)	<u>80,041,180</u>
Total foreign currency options — Japanese Yen (cost \$46,186,560)	<u>155,770,229</u>
<b>DERIVATIVE INSTRUMENTS — Long — (cost \$66,787,250)</b>	<b><u>\$ 157,746,553</u></b>
<b>SECURITIES — US GOVERNMENT OBLIGATIONS (6.3% of partners' capital)</b>	
US Treasury notes 2–30 year original maturities (July 2015–May 2044)	\$ 9,076,123
US Treasury inflation-indexed bonds 30 year original maturities (April 2029–February 2043)	<u>1,384,931</u>
<b>SECURITIES — US GOVERNMENT OBLIGATIONS — (cost \$10,461,054)</b>	<b><u>\$ 10,461,054</u></b>
<b>DERIVATIVE INSTRUMENTS — Short (8.7% of partners' capital):</b>	
Foreign currency options — Japanese Yen	
2 year options with maturities (January 2016–May 2016)	\$ (9,348,297)
3 year options with maturities (January 2016–May 2017)	<u>(5,058,554)</u>
Total foreign currency options — Japanese Yen (proceeds \$3,777,309)	<u>(14,406,851)</u>
<b>DERIVATIVE INSTRUMENTS — Short — (proceeds \$3,777,309)</b>	<b><u>\$ (14,406,851)</u></b>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2014**  
**(Expressed in U.S. dollars)**

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<b>REALIZED AND UNREALIZED GAINS/(LOSSES) ON DERIVATIVE INSTRUMENTS AND SECURITIES:</b>	
Net realized gains/losses on derivative instruments and securities	\$ 220,291,267
Net change in unrealized appreciation/depreciation on derivative instruments and securities	<u>(26,327,786)</u>
Net realized and unrealized gains on derivative instruments and securities	<u>193,963,481</u>
<b>EXPENSES:</b>	
Management fees	2,963,978
Interest expense	65,813
Professional, administrator and other	<u>589,492</u>
Total expenses	<u>3,619,283</u>
<b>NET INVESTMENT LOSS</b>	<u>(3,619,283)</u>
<b>NET INCREASE IN PARTNERS' CAPITAL RESULTING FROM OPERATIONS</b>	<u>\$ 190,344,198</u>

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**STATEMENT OF CHANGES IN PARTNERS' CAPITAL  
FOR THE YEAR ENDED DECEMBER 31, 2014**  
(Expressed in U.S. dollars)

	Special Limited Partner	Japan Macro Opportunities Partners, L.P.	Japan Macro Opportunities Offshore Partners, L.P.	Total
PARTNERS' CAPITAL — January 1, 2014	\$ 30,356,678	\$ 158,334,713	\$ 154,358,735	\$ 343,050,126
DECREASE IN PARTNERS' CAPITAL RESULTING FROM CAPITAL TRANSACTIONS				
Capital contributions	-	14,300,000	40,950,000	55,250,000
Capital withdrawals	-	(142,223)	(1,288,870)	(1,431,093)
Capital distributions	(40,106,737)	(205,029,018)	(177,175,768)	(422,311,523)
NET DECREASE IN PARTNERS' CAPITAL RESULTING FROM CAPITAL TRANSACTIONS	(40,106,737)	(190,871,241)	(137,514,638)	(368,492,616)
INCREASE IN PARTNERS' CAPITAL RESULTING FROM INVESTMENT OPERATIONS				
Net realized gains/losses on derivative instruments and securities	-	129,877,578	90,413,689	220,291,267
Net change in unrealized appreciation/depreciation on derivative instruments and securities	-	(7,000,099)	(19,327,687)	(26,327,786)
Net investment loss	-	(1,975,577)	(1,643,706)	(3,619,283)
NET INCREASE IN PARTNERS' CAPITAL RESULTING FROM INVESTMENT OPERATIONS	-	120,901,902	69,442,296	190,344,198
Performance distribution (see Note 7)	41,865,970	(25,097,913)	(16,768,057)	-
PARTNERS' CAPITAL — December 31, 2014	\$ 32,115,911	\$ 63,267,461	\$ 69,518,336	\$ 164,901,708

See notes to financial statements.

**JAPAN MACRO OPPORTUNITIES MASTER FUND, L.P.**  
(A Cayman Islands Exempted Limited Partnership)

**NOTES TO FINANCIAL STATEMENTS**  
**AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2014**  
(Expressed in U.S. dollars)

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**1. ORGANIZATION**

Japan Macro Opportunities Master Fund, L.P. (the “Master Fund”) is a Cayman Islands exempted limited partnership organized under the laws of the Cayman Islands. In March 2012, the Master Fund registered with the Cayman Islands Monetary Authority (“CIMA”) pursuant to an amendment to the Mutual Funds Law of the Cayman Islands which requires “master funds” as defined therein to register with and be regulated by CIMA. The investment objective of the Master Fund is to generate superior risk-adjusted rates of return through investments in the Japanese foreign currency exchange and credit markets. To achieve its investment objective, the Master Fund invests in fixed-income and foreign exchange securities and derivative products in the Japanese capital markets within a broad global macroeconomic strategy focusing on the risks to Japanese interest rate and currency volatility contained within the market for sovereign credit.

The Master Fund receives capital contributions from Japan Macro Opportunities Partners, L.P. (the “Onshore Fund”) and Japan Macro Opportunities Offshore Partners, L.P. (the “Offshore Fund”). Hayman Capital Management, L.P. is the managing general partner for the Master Fund (the “Managing General Partner”) and is the general partner of the Onshore Fund. Hayman Offshore Management, Inc., a Cayman Islands exempted company, serves as the general partner of the Master Fund and Offshore Fund (the “General Partner”). Hayman Advisors SLP, L.P., an affiliate of the Managing General Partner, was designated by the Managing General Partner as the special limited partner (the “Special Limited Partner”) of the Master Fund. For the year ended December 31, 2014, the General Partner and the Managing General Partner had no partner capital balance in the Master Fund. The Master Fund, pursuant to an amended and restated agreement of the Limited Partnership (the “Agreement”), was formed on March 22, 2010, and began operations on July 9, 2010.

The Master Fund operates under a “master/feeder structure” whereby the Onshore Fund and the Offshore Fund invest substantially all of their investable assets in the Master Fund. As of December 31, 2014, the Onshore Fund, the Offshore Fund, and the Special Limited Partner owned approximately 38%, 42% and 20% of the Master Fund, respectively, after the impact of the accrued performance distribution at December 31, 2014. See Note 7 Related-Party Transactions for additional details.

Equinox Alternative Investment Services (Bermuda) Ltd. performed various administrative services for the Master Fund during 2014.

**2. SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting** — The accompanying financial statements are presented using accounting principles generally accepted in the United States of America (GAAP). Financial statements prepared on a GAAP basis require management to make estimates and assumptions that affect the amounts and disclosures reported in the financial statements and accompanying notes. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein. The Master Fund is an investment company and therefore complies with accounting and reporting guidance presented in *Accounting Standards Codification 946, Financial Services – Investment Companies*.

**Cash and Cash Equivalents** — The Master Fund defines cash and cash equivalents as cash and short-term, highly liquid investments with original maturities of 90 days or less. As of December 31, 2014, \$248,848,879 is invested in money market funds offered by JP Morgan.

**Derivative Instruments** — Derivative instruments are valued at fair value in accordance with the Managing General Partner's valuation policy. Valuations are obtained from third-party pricing services which rely on observable market inputs and market information received from dealers, or brokers, when available and considered reliable.

**Foreign Currency Translations** — Assets and liabilities denominated in foreign currencies are translated into United States dollar amounts at the period-end exchange rates. Purchases and sales of investments, and income and expenses that are denominated in foreign currencies are translated into U.S. dollar amounts on the transaction date. Adjustments arising from foreign currency transactions are reflected in the Statement of Operations.

The Master Fund does not isolate the portion of the operating results that are due to the changes in foreign exchange rates. Such fluctuations are included in the net realized and unrealized gain or loss on derivative instruments and securities in the Statement of Operations. Investments in Japanese Yen denominated securities have additional risks not present in securities denominated in U.S. dollars.

**Income and Expense Recognition** — Interest is recorded on the accrual basis. Operating expenses are recorded on the accrual basis as incurred. Realized gains and losses on derivative instruments and securities are recorded on an identified cost basis.

**Income Taxes** — The partners of the Master Fund are individually liable for taxes on their share of Master Fund taxable income.

The Master Fund determines whether a tax position of the Master Fund is more likely than not to be sustained upon examination by the applicable taxing authority, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. The Master Fund reviews and evaluates tax positions in the jurisdictions in which the Master Fund operates and determines whether or not there are uncertain tax positions that require financial statement recognition. Based on this review, management concluded that the Master Fund's tax returns will be open for examination by major tax jurisdictions, including U.S. Federal, U.S. states, Japan and the Cayman Islands, for the amount of time specified under the applicable statutes of limitations (with limited exceptions). Accordingly, the Master Fund's 2011 and subsequent tax returns remain open for examination. The Master Fund is additionally not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change materially in the next 12 months. As a result, no income tax liability or expense has been recorded in the accompanying financial statements.

The Master Fund has been registered as an exempted limited partnership pursuant to the Exempted Limited Partnership Law of the Cayman Islands. No local income, profits, or capital gains taxes are levied in the Cayman Islands at the current time. The Master Fund has also received an undertaking from the Cayman Islands' Government that, for a period of 50 years from May 11, 2010, the Master Fund will be exempt from taxation in the Cayman Islands. The only taxes payable by the Master Fund on its income are withholding taxes applicable to certain income.

**Indemnities** — The Managing General Partner on behalf of the Master Fund enters into certain contracts that contain a variety of indemnifications. The Master Fund's maximum exposure under these arrangements is unknown. However, the Master Fund has not had prior claims or losses pursuant to these contracts and expects the risk of loss to be remote.

**Capital Contributions, Distributions, Withdrawals, and Income/Expenses Allocations** — Capital contributions received at each closing are maintained in special memorandum accounts on the books and records of the Master Fund and invested in a portfolio of investments (each, a “Tranche”). The Managing General Partner establishes a new Tranche at each closing and only those investors making capital contributions at that closing have an interest in that Tranche. The appreciation, depreciation and expenses attributable to a Tranche are allocated only to investors with an interest in that Tranche.

The Master Fund is a single legal entity, and the Tranches are not separate legal entities. Since commencement of operations, the Managing General Partner has established 26 Tranches. As of December 31, 2014, 11 Tranches are in existence. The table below summarizes investor contributions, distributions, and withdrawals for each tranche for the year ended December 31, 2014. Withdrawals of \$106,802 were made to pay for feeder fund level expenses.

Tranche	Contributions	Distributions	Withdrawals
Tranche E	\$ -	\$ 7,390,785	\$ 2,952
Tranche G	-	2,326,484	1,235,469
Tranche H	-	6,941,523	2,488
Tranche I	-	2,671,625	1,474
Tranche J	-	2,145,995	1,495
Tranche K	-	11,664,019	2,521
Tranche L	-	1,959,626	2,042
Tranche N	-	269,877	2,847
Tranche O	-	8,485,223	3,849
Tranche P	-	27,096,922	11,041
Tranche Q	-	6,176,773	3,185
Tranche R	-	23,393,125	5,456
Tranche S	-	21,811,325	4,887
Tranche T	-	106,575,860	23,522
Tranche U	-	21,120,547	3,624
Tranche V	-	36,773,547	6,486
Tranche W	-	24,518,553	6,170
Tranche X	-	43,960,973	100,923
Tranche Y	40,000,000	38,596,000	8,079
Tranche Z	15,250,000	28,432,741	2,583
	<u>\$ 55,250,000</u>	<u>\$ 422,311,523</u>	<u>\$ 1,431,093</u>

The Master Fund may make distributions to limited partners from time to time as determined by the Managing General Partner. See Note 7 for details regarding performance distributions. Capital withdrawals are permitted at the end of each quarter after a limited partner has held a Tranche interest for at least three years. Withdrawals made within the first three years will be subject to a 5% withdrawal fee. Capital withdrawal requests must be delivered prior to the end of the quarter preceding the withdrawal date. Withdrawal fees of \$4,025 were recorded by the Master Fund during the year ended December 31, 2014, and are reported as a reduction in the withdrawals of the tranche and were allocated pro-rata among the remaining Limited Partners in the tranche. The Managing General Partner does not charge a withdrawal fee for withdrawals from single investor Tranches.

Using the net asset value from the close, subsequent to the withdrawal request, the Managing General Partner will determine the net asset value of the Tranche and segregate the pro-rata portion of each asset in the Tranche for the benefit of the withdrawing limited partner. The Managing General Partner will then sell the segregated assets prior to the withdrawal date and specially allocate the gains and losses attributable to the segregated assets to the withdrawing investor.

Capital withdrawals are recorded as liabilities, net of any performance distribution, when the amount requested in the withdrawal notice becomes fixed and determinable. Withdrawal notices received for which the dollar amount is not fixed remain in capital until the amount is determined.

### 3. FAIR VALUE MEASUREMENTS

The Master Fund uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The fair value hierarchy is categorized into three levels based on the inputs as follows:

*Level 1* — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Master Fund has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

*Level 2* — Valuations based on quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

*Level 3* — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the Managing General Partner. The Managing General Partner considers observable data to be that market data which is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to the Managing General Partner's perceived risk of that instrument.

Investments in U.S. Government obligations are valued by a third-party pricing service using market observable data, such as reported sales of similar securities, broker quotes, yields, bids, offers, and reference data and are therefore classified as Level 2.

Most derivative instruments that are not exchange-traded are considered Level 2. These over-the-counter (OTC) derivatives, including interest rate swaptions and foreign currency options, are valued by a third-party pricing service using observable inputs, such as quotations received from brokers. In instances where models are used, the value of an OTC derivative depends upon the contractual terms of, and specific risks inherent in the instrument, as well as, the availability and reliability of, observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rates, and correlations of such inputs.

No level 3 holdings were held at any time during the year ended December 31, 2014.

A valuation committee established by the Managing General Partner meets on a monthly basis to review and approve the valuation of the Master Fund's investments, to ensure that the valuations are in accordance with the pricing policy adopted by the Managing General Partner and the methods described above.

As of December 31, 2014, the financial instruments carried on the Statement of Assets and Liabilities by caption and by level within the valuation hierarchy are presented in the table that follows. The financial instruments are further classified by geography within the Condensed Schedule of Investments.

	<b>Assets at Fair Value as of December 31, 2014</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Cash equivalents	\$ 248,848,879	\$ -	\$ -	\$ 248,848,879
U.S. Government obligations	-	10,461,054	-	10,461,054
Interest rate swaptions	-	1,976,324	-	1,976,324
Foreign currency options	-	155,770,229	-	155,770,229
<b>Total</b>	<b>\$ 248,848,879</b>	<b>\$ 168,207,607</b>	<b>\$ -</b>	<b>\$ 417,056,486</b>

	<b>Liabilities at Fair Value as of December 31, 2014</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Foreign currency options	\$ -	\$ (14,406,851)	\$ -	\$ (14,406,851)
<b>Total</b>	<b>\$ -</b>	<b>\$ (14,406,851)</b>	<b>\$ -</b>	<b>\$ (14,406,851)</b>

#### 4. BALANCE SHEET OFFSETTING

The Master Fund presents derivative exposure on a gross basis on the Statement of Assets and Liabilities. Below is a table that shows the gross amounts of derivative positions recorded on the Statement of Assets and Liabilities.



Offsetting of Financial Assets and Derivative Assets	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Statement of Assets and Liabilities	Net Amounts of Assets Presented in the Statement of Assets and Liabilities	Cash Collateral (Received) / Posted	Net Amount
Derivatives Instruments - Long Foreign currency options	\$ 155,770,229	\$ -	\$ 155,770,229	\$ (84,299,514)	\$ 71,470,715
Interest rate swaptions	1,976,324	-	1,976,324	-	1,976,324
Total Derivatives Instruments - Long	<u>\$ 157,746,553</u>	<u>\$ -</u>	<u>\$ 157,746,553</u>	<u>\$ (84,299,514)</u>	<u>\$ 73,447,039</u>

Offsetting of Financial Assets and Derivative Liabilities	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Statement of Assets and Liabilities	Net Amounts of Liabilities Presented in the Statement of Assets and Liabilities	Cash Collateral (Received) / Posted	Net Amount
Foreign currency options	\$ -	\$ (14,406,851)	\$ (14,406,851)	\$ 8,198,460	\$ (6,208,391)

Over the Counter derivative transactions are subject to the terms and conditions of the International Swaps and Derivatives Association (“ISDA”) agreements entered into by the Master Fund and its trading counterparties. The ISDA agreements allow for the right of setoff in cases of early termination. Two of the ISDA agreements place restrictions on collateral received by the Master Fund. One of the agreements requires the Master Fund to hold the collateral in the state of New York. The amount of collateral from this counterparty held by the Master Fund at December 31, 2014 was approximately \$17,370,000. Another ISDA agreement requires the Master Fund to hold collateral at The Bank of New York Mellon. The amount of collateral from this counterparty held by the Master Fund at December 31, 2014 was \$10,461,054.

## 5. FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK

**Derivative Contracts** — In the normal course of business, the Master Fund enters into derivative financial instruments (“derivatives”). The derivatives in which the Master Fund invests are primarily interest rate swaptions and foreign currency options. Derivatives serve as a component of the Master Fund’s investment strategy and are utilized primarily to structure the portfolio or individual investments to economically match the investment objective of the Master Fund.

As of December 31, 2014, the derivative instruments carried on the Statement of Assets and Liabilities are presented in the table below.

Derivatives Not Accounted for as Hedging Instruments	Number of Contracts	Derivative Instruments	
		(Assets)	(Liabilities)
Interest rate swaption contracts	35	\$ 1,976,324	\$ -
Foreign currency option contracts	60	155,770,229	(14,406,851)
Total derivative instruments		<u>\$ 157,746,553</u>	<u>\$ (14,406,851)</u>

The impact of these derivative instruments on the Statement of Operations is presented in the table below.

<b>Derivatives Not Accounted for as Hedging Instruments</b>	<b>Net Change in Unrealized Appreciation/(Depreciation) on Derivative Instruments</b>	<b>Net Realized Gains/(Losses) on Derivative Instruments</b>
Interest rate swaption contracts	\$ 17,736,704	\$ (27,657,236)
Foreign currency option contracts	(44,705,736)	248,566,843
Total	<u>\$ (26,969,032)</u>	<u>\$ 220,909,607</u>

For the year ended December 31, 2014, the volume of derivative transactions of the Master Fund was as follows:

<b>Derivatives Not Accounted for as Hedging Instruments</b>	<b>Contracts</b>	
	<b>Entered Into</b>	<b>Sold/ Expired</b>
Interest rate swaption contracts	2	60
Foreign currency option contracts	22	294
Total	<u>24</u>	<u>354</u>

**Swaptions** — The Master Fund enters into swaptions in the normal course of pursuing its investment objectives. Swaptions are used to create exposure for the Master Fund based on its directional view of interest rates. Swaptions are options that grant the holder the right to enter into an underlying swap. The underlying swaps of the Master Fund’s swaptions are interest rate swaps. Interest rate swaps are agreements between two parties to exchange cash flows based on a notional principal amount. The Master Fund may elect to pay a fixed rate and receive a floating rate, or, receive a fixed rate and pay a floating rate on a notional principal amount. Swaptions are marked to market by a third-party pricing service and the change, if any, is recorded as a net change in unrealized appreciation or depreciation on derivative instruments in the Statement of Operations. When the swaption contract is terminated early, the Master Fund records a realized gain or loss. The risks of swaptions include changes in market conditions that affect the value of the contract or the cash flows and the possible inability of the counterparty to fulfill its obligations under the agreement. The Master Fund’s maximum risk of loss from counterparty credit risk is the market value of the positions held by the counterparty. This risk is mitigated by having a master netting arrangement between the Master Fund and the counterparty and by the posting of collateral by the counterparty to the Master Fund to cover a portion of the Master Fund’s exposure to the counterparty.

**Options** — The Master Fund holds foreign currency denominated interest rate swaptions and the value of these swaptions may decrease if the foreign currency depreciates in value. The Master Fund purchases options for the purpose mitigating foreign exchange risk and to enhance returns on its portfolio. Options are contracts that grant the holder, in return for payment of the purchase price (the “premium”) of the option, the right to either purchase or sell a financial instrument at a specified price within a specified period of time or on a specified date, from or to the writer of the option.

The Master Fund's focus is to execute an investment strategy that is primarily concentrated in Japanese LIBOR interest rate swaptions and Japanese Yen foreign currency options, and as a result will potentially be materially impacted by changes in the movement of Japanese LIBOR interest rates and the Japanese Yen.

#### **6. DUE FROM (TO) BROKERS**

The Master Fund does not clear its own derivative transactions. It has established accounts with other financial institutions for this purpose. This can, and often does, result in concentration of credit risk with one or more of these firms. Such risk, however, is mitigated by the obligation of U.S. financial institutions to comply with rules and regulations governing broker/dealers and futures commission merchants. These rules and regulations generally require maintenance of net capital, as defined, and segregation of customers' funds and securities from holdings of the firm.

#### **7. RELATED-PARTY TRANSACTIONS**

The Master Fund pays the Managing General Partner, a management fee, as compensation for managing the business and affairs of the Master Fund, equal to 1.25% per annum of the capital account of each limited partner. Management fees are calculated and paid quarterly in advance as of the first day of each calendar quarter in accordance with the Agreement.

The Managing General Partner and the General Partner may reduce or waive the management fee for any individual investor.

The Agreement provides for a performance distribution to the Special Limited Partner at the time of withdrawals or distributions. Performance distributions only occur after capital has been returned to investors. For tranches that invested prior to April 25, 2014 the performance distribution calculation is performed in respect to aggregate contributions to all Tranches. However, for contributions made after April 25, 2014 the performance distributions calculation is performed at the Tranche level and does not take into account contributions to other Tranches (if any).

Withdrawals or distributions attributable to a Tranche initially shall be allocated to the limited partners in that Tranche Pro Rata. Thereafter, withdrawals or distributions are to be allocated as follows:

- i) First, to the limited partner until the limited partner has received an aggregate amount of withdrawals or distributions to the extent of their capital contributions;
- ii) Second, 80% to the limited partners and 20% to the Special Limited Partner until aggregate withdrawals or distributions to the limited partner are equal to 10 times capital contributed by the limited partner;
- iii) Thereafter, 65% to the limited partner and 35% to the Special Limited Partner.

For the year ended December 31, 2014, total capital distributions to the Special Limited Partner were \$40,106,737, of which \$25,074,725 was payable as of December 31, 2014 and is included in capital distributions payable on the Statement of Assets and Liabilities. The accrued performance distribution is presented as the capital balance of the Special Limited Partner on the statement of changes in partners' capital calculated, pursuant to the Agreement, based on a hypothetical liquidation of the Master Fund at December 31, 2014. The accrued performance distribution is calculated for each limited partner taking into consideration such partner's contributions. The Special Limited Partner has no claim to, and does not receive any economic benefit from, any accrued performance distribution until distributions made to a limited partner exceed capital contributions made by such partner.

The Managing General Partner shall be paid an annual fee of \$1,000 on January 1 of each year, which shall be charged proportionally among all Tranches based on the relative net asset value of each Tranche.

## 8. FINANCIAL HIGHLIGHTS

The following are the Master Fund's financial highlights, by Tranche, for the year ended December 31, 2014. Total returns are calculated by Tranche for the limited partner group as a whole, which may differ from returns for any individual partners due to certain limited partners being exempt from management fees.

	Total Return <sup>1</sup>			Ratios to Average Limited Partners' Capital <sup>2</sup> :			
	Before Performance Distribution	Performance Distribution	After Performance Distribution	Expenses — Excluding Performance Distribution	Performance Distribution	Expenses — Including Performance Distribution	Net Investment Loss
Tranche E	60.59%	(8.47)%	52.12%	(1.57)%	(11.40)%	(12.97)%	(1.57)%
Tranche K	40.76	5.96	46.72	(1.75)	12.94	11.19	(1.75)
Tranche R	77.17	(8.26)	68.91	(1.71)	(19.04)	(20.74)	(1.71)
Tranche S	66.79	(10.73)	56.06	(1.72)	(16.92)	(18.64)	(1.72)
Tranche T	59.77	(6.52)	53.25	(1.63)	(14.78)	(16.42)	(1.63)
Tranche U	89.09	(2.93)	86.16	(1.79)	(24.82)	(26.60)	(1.79)
Tranche V	84.26	(2.39)	81.87	(1.84)	(23.31)	(25.15)	(1.84)
Tranche W	55.31	(23.28)	32.03	(1.67)	(32.77)	(34.44)	(1.67)
Tranche X	52.15	(4.60)	47.55	(1.61)	(8.96)	(10.57)	(1.61)
Tranche Y	160.51	(30.91)	129.60	(1.46)	(35.15)	(36.61)	(1.46)
Tranche Z	318.23	(63.34)	254.89	(1.43)	(43.89)	(45.31)	(1.43)

<sup>1</sup> Computed as the percentage change in value during the period of a theoretical limited partner investment made at the beginning of the year or when a Tranche was created, net of all fees and expenses. Total return for tranches issued or withdrawn during the year have not been annualized.

<sup>2</sup> Average partners' capital has been computed based on monthly valuations. Ratios for Tranches issued during the year have been annualized. Performance distribution ratios have not been annualized.

## 9. SUBSEQUENT EVENTS

For the purpose of issuing these financial statements, management evaluated events and transactions through and including March 27, 2015, the date these financial statements were available to be issued. Effective January 1, 2015, SEI Global Securities, Inc. was appointed as the Master Fund's administrator.

\* \* \* \* \*

## LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for purposes of this agreement) as of May 22<sup>nd</sup>, 2014.

*by and between the following parties:*

- (1) **LENDER: BEIJING JINGWEI SINAN INFORMATION TECHNOLOGY CO., LTD**  
Registered Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District.  
Legal Representative: Liu Jian

*and*

- (2) **BORROWER: YANG JING**  
PRC Identification Card No: 532721197005100025  
Address: Room 202, Unit 1, No 275, Ninger Main Street, Simao District, Puer City, Yunnan, PRC

(individually, a “**Party**” and collectively, the “**Parties**”)

### WHEREAS:

Borrower desires to borrow from the Lender, and the Lender desires to lend to the Borrower, an aggregate principal amount of Nine Hundred and Ninety Thousand Renminbi (RMB 990,000), pursuant to the terms and conditions set forth herein.

**THEREFORE**, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

#### **1. Principal Amount of the Loan**

Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower, the principal amount of RMB 990,000 (the “**Loan**”). Such Loan shall be interest-free throughout the term of the Loan.

#### **2. Loan Terms**

- 2.1 The term for such Loan will be ten (10) years, calculated from the date when the Borrower actually draws the Loan. The term under this Agreement shall be automatically extended for another ten years unless written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

- 2.2 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loan in advance except with the Lender's prior written approval or the expiration of this Agreement. The Borrower shall repay the Loan by using all the funds obtained by him from transferring all of the Borrower's equity in Beijing Jingwei Zhihui Information Technology Co. Ltd, a company incorporated under the laws of the People's Republic of China ("Jingwei Zhihui") to Lender or to any other third party designated by the Lender. In case the funds received by the Borrower from transferring the aforesaid equity is subject to any tax or administrative expenses, the Borrower shall only be obliged to repay the net portion of such funds (after deducting any applicable tax and expenses) to the Lender. When all of such Borrower's equity in Jingwei Zhihui is transferred as stipulated above and if all fund thereof is repaid to the Lender by the Borrower, all the outstanding Loan hereunder shall be regarded as repaid.
- 2.4 The Lender and the Borrower agree and confirm that the Borrower shall immediately repay the Loan in case any one of the following occurs:
- 2.4.1 The Borrower dies or becomes a person with no or limited capacity for civil rights;
  - 2.4.2 The Borrower commits crime or is involved in crime;
  - 2.4.3 Any third party claims debt of the Borrower exceeding RMB One Million (RMB 1,000,000) which the Borrower is not able to repay;
  - 2.4.4 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or
  - 2.4.5 the Lender issues a written notice to the Borrower for repayment of the Loan.

**3. Conditions Precedent to the Disbursement of the Loan**

- 3.1 The Lender shall not be obliged to make any disbursement of the Loan unless all of the following conditions have been satisfied or waived by the Lender:
- 3.1.1 All the representations and warranties made by the Borrower are correct, accurate, complete and not misleading.
  - 3.1.2 The Borrower is not in breach of the covenants and undertakings made by such Borrower in Section 5 hereof.

- 3.1.3 The Parties have executed an Equity Option Agreement (“**Option Agreement**”), pursuant to which the Borrower grants to the Lender or its designated person (legal or natural) an exclusive option to purchase all of the Borrower’s equity interest in Jingwei Zhihui, to the extent permitted under PRC laws.
- 3.1.4 The Parties have executed an Equity Interest Pledge Agreement (“**Pledge Agreement**”), pursuant to which the Borrower pledges all of his equity interest in Jingwei Zhihui to the Lender, to the extent permitted under PRC laws.

**4. Representations and Warranties**

- 4.1 The Borrower makes the following representations and warranties to the Lender, and confirms that the Lender executes and performs this Agreement in reliance of such representations and warranties:
  - 4.1.1 The Borrower has the full capacity and power to enter into this Agreement;
  - 4.1.2 The execution of this Agreement of the Borrower will not violate any law or binding obligations of the Borrower;
  - 4.1.3 This Agreement shall constitute a binding obligation of the Borrower, enforceable against him in accordance with its terms upon its execution;
  - 4.1.4 The Borrower neither commits criminal behaviors nor is involved in criminal activity;
  - 4.1.5 Except for the option under the Option Agreement and the pledge under the Pledge Agreement, without the prior consent of the Lender, the Borrower shall not create any pledge over part or whole of the Borrower’s right in Jingwei Zhihui or any priority for any third party where the beneficiary is neither the Lender nor its subsidiaries or affiliates;
- 4.2 The Lender makes the following representations and warranties to the Borrower:
  - 4.2.1 The Lender is a company registered and validly existing under the laws of PRC;

- 4.2.2 The execution and performance of this Agreement by the Lender is in compliance with the power of the Lender. The Lender has taken proper measures and has gained authorizations and approvals from all third parties and governmental departments or agencies, to execute and perform its obligations under this Agreement in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender; and
- 4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, enforceable against the Lender in accordance with its terms upon its execution.

**5. Covenants and Undertakings of Borrower**

- 5.1 The Borrower, as a shareholder of Jingwei Zhihui, hereby undertakes to, and shall cause Jingwei Zhihui, to observe the following terms with all efforts during the term of this Agreement:
- 5.1.1 It shall not modify in any way its articles of association or alter its shareholding structure without the prior written consent of the Lender;
- 5.1.2 It shall not transfer or dispose of any material asset, or create any other security interest neither for the Lender nor for its subsidiaries / affiliates over the same without the prior written consent of the Lender;
- 5.1.3 It shall not provide any warranty or assume any debt for any third party which is beyond its normal daily business scope without the prior written consent of the Lender;
- 5.1.4 It shall not enter into any material contracts without the prior written consent of the Lender, except those entered into in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract);
- 5.1.5 It shall not extend any loan or credit to any party without the prior written consent of the Lender;
- 5.1.6 It shall not merge with or invest in any third party without the prior written consent of the Lender;
- 5.1.7 It shall not declare in any way any bonus or dividends for its shareholders without the prior written consent of the Lender;
- 5.1.8 It shall not conduct any business that is beyond the normal course of business;
- 5.1.9 It shall not change or dismiss an executive director or to dismiss and replace any senior management members;



5.1.10 It shall not make significant adjustment to its business operation model, marketing strategy, operation policy or client relationship; and

5.1.11 It shall not have any of its subsidiaries do any of the foregoing.

5.2 The Borrower further commits to the Lender, during the term of this Agreement, as follows:

5.2.1 he shall take all the measures to guarantee and maintain his identification and status as a shareholder of Jingwei Zhihui;

5.2.2 he shall not transfer or dispose of any of his equity interest or other rights or powers pertinent to his equity interest in Jingwei Zhihui;

5.2.3 he shall procure that the shareholders' meeting of Jingwei Zhihui shall not pass any decision about its merger with or investment in any third party without the prior written consent of the Lender;

5.2.4 he shall not carry out any action bearing material influences on the assets, business, obligations or liabilities of Jingwei Zhihui without prior written consent of the Lender;

5.2.5 he shall immediately and unconditionally transfer all or part of his equity interest in Jingwei Zhihui to the Lender or any third party designated by the Lender in accordance with PRC laws and, where applicable, procure all the other shareholders of Jingwei Zhihui waive any prior right over purchasing such shares, as required by the Lender;

5.2.6 he shall strictly observe his commitments and guarantees under this Agreement and other related agreements.

5.3 The Borrower hereby covenants and undertakes that upon the signing of this Agreement, the Borrower shall:

5.3.1 pledge all equity interest in Jingwei Zhihui held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loan hereunder, and enter into the Pledge Agreement with Lender;

5.3.2 deliver a power of attorney to appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Jingwei Zhihui held by the Borrower;

5.3.3 confirm and agree that the Lender shall have the right to acquire or to designate any third party of its choice to acquire from time to time part or all of the equity interest of Jingwei Zhihui from the Borrower at an agreed price pursuant to the Option Agreement.

**6. Default**

If the Borrower fails to perform his repayment obligation pursuant to this Agreement, an overdue interest at the rate of 0.01% per day upon the outstanding amount of the Loan shall be payable to the Lender.

**7. Confidentiality**

7.1 The Parties acknowledge and confirm to take all possible measures to keep confidential all the confidential materials and information (the “**Confidential Information**”) they get to know by this Agreement. The Parties shall not disclose, provide or transfer such Confidential Information to any third party without the prior written consent of the other Party. In case of the termination of this Agreement, the receiving party of the Confidential Information shall return or destroy all the files, materials or software as required by the disclosing party, and delete any of the Confidential Information from any memory equipments and discontinue using such Confidential Information.

7.2 The Parties agree that this Section 7 shall survive the modification and termination of this Agreement.

**8. Notices**

Unless a written notice of change of address is issued, all correspondence relating to this Agreement shall be delivered in person, or by registered or prepaid mail, or by recognized express services or facsimile to the addresses appointed by the other party from time to time.

**9. Governing Law and Dispute Settlement**

9.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

9.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, either party may submit such matter to China International Economic and Trade Arbitration Commission (“**CIETAC**”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

9.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**10. Force Majeure**

10.1 Force Majeure refers to any accident which is beyond a Party's control and is inevitable with the reasonable care of the other Party who shall be influenced, including but not limited to governmental activity, natural force, fire, explosion, storm, flood, earthquake, tide, lightening or war. However, the credit, capital or shortage of financing shall not be deemed as the matters beyond one Party's reasonable control. The Party influenced by the Force Majeure and seeking for exemption hereunder shall notify the other Party as soon as possible and inform the other Party of the measures to take in order to accomplish the performance of this Agreement.

10.2 In case the performance of this Agreement is delayed or cumbered by the above-referenced Force Majeure, the Party who is influenced by the Force Majeure shall not bear any liability within the scope of delay and cumbrance, and shall take all the proper measures to reduce or eliminate the influence of Force Majeure, and shall make efforts to renew the performance of its obligations hereunder which has been delayed or cumbered by the Force Majeure. Each Party shall try its best to restore the performance of this Agreement once the Force Majeure is eliminated.

**11. Effective Date**

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Lender and the Borrower confirm that the Loan was duly and fully extended by the Lender prior to the execution of this Agreement.

**12. Miscellaneous**

12.1 Any modification, termination or waiver of this Agreement shall not take effect without the written consent of each party.

12.2 Any appendix attached hereto shall be of the same effect as this Agreement.

12.3 The Borrower shall not transfer his rights and obligations hereunder to any third party without the prior written consent of the Lender.

12.4 In case any terms and stipulations in this Agreement is regarded as illegal or cannot be performed in accordance with the applicable law, it shall be deemed to be deleted from this Agreement and lose its effect and this Agreement shall remain its effect and be treated as without it from the very beginning. Each Party shall replace the deleted stipulations with those lawful and effective ones, which are acceptable to the Lender, through mutual negotiation.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

**LENDER: BEIJING JINGWEI SINAN INFORMATION TECHNOLOGY CO., LTD**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**BORROWER: Yang Jing**

By: /s/ Yang Jing

[SIGNATURE PAGE TO LOAN AGREEMENT]

## LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for purposes of this agreement) as of May 22<sup>nd</sup>, 2014

*by and between the following parties:*

- (1) **LENDER: BEIJING JINGWEI SINAN INFORMATION TECHNOLOGY CO., LTD**  
Registered Address: Suite 505, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Legal Representative: Liu Jian

*and*

- (2) **BORROWER: LIU JIAN**  
PRC Identification Card No: 310102197211124453  
Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC

(individually, a “**Party**” and collectively, the “**Parties**”)

### WHEREAS:

Borrower desires to borrow from the Lender, and the Lender desires to lend to the Borrower, an aggregate principal amount of Ten Thousand Renminbi (RMB 10,000), pursuant to the terms and conditions set forth herein.

**THEREFORE**, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

**1. Principal Amount of the Loan**

Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower, the principal amount of RMB 10,000 (the “**Loan**”). Such Loan shall be interest-free throughout the term of the Loan.

**2. Loan Terms**

- 2.1 The term for such Loan will be ten (10) years, calculated from the date when the Borrower actually draws the Loan. The term under this Agreement shall be automatically extended for another ten years unless written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

- 2.2 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loan in advance except with the Lender's prior written approval or the expiration of this Agreement. The Borrower shall repay the Loan by using all the funds obtained by him from transferring all of the Borrower's equity in Beijing Jingwei Zhihui Information Technology Co. Ltd, a company incorporated under the laws of the People's Republic of China ("Jingwei Zhihui") to Lender or to any other third party designated by the Lender. In case the funds received by the Borrower from transferring the aforesaid equity is subject to any tax or administrative expenses, the Borrower shall only be obliged to repay the net portion of such funds (after deducting any applicable tax and expenses) to the Lender. When all of such Borrower's equity in Jingwei Zhihui is transferred as stipulated above and if all fund thereof is repaid to the Lender by the Borrower, all the outstanding Loan hereunder shall be regarded as repaid.
- 2.4 The Lender and the Borrower agree and confirm that the Borrower shall immediately repay the Loan in case any one of the following occurs:
- 2.4.1 The Borrower dies or becomes a person with no or limited capacity for civil rights;
  - 2.4.2 The Borrower commits crime or is involved in crime;
  - 2.4.3 Any third party claims debt of the Borrower exceeding RMB One Million (RMB 1,000,000) which the Borrower is not able to repay;
  - 2.4.4 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or
  - 2.4.5 the Lender issues a written notice to the Borrower for repayment of the Loan.

**3. Conditions Precedent to the Disbursement of the Loan**

- 3.1 The Lender shall not be obliged to make any disbursement of the Loan unless all of the following conditions have been satisfied or waived by the Lender:
- 3.1.1 All the representations and warranties made by the Borrower are correct, accurate, complete and not misleading.

- 3.1.2 The Borrower is not in breach of the covenants and undertakings made by such Borrower in Section 5 hereof.
- 3.1.3 The Parties have executed an Equity Option Agreement (“**Option Agreement**”), pursuant to which the Borrower grants to the Lender or its designated person (legal or natural) an exclusive option to purchase all of the Borrower’s equity interest in Jingwei Zhihui, to the extent permitted under PRC laws.
- 3.1.4 The Parties have executed an Equity Interest Pledge Agreement (“**Pledge Agreement**”), pursuant to which the Borrower pledges all of his equity interest in Jingwei Zhihui to the Lender, to the extent permitted under PRC laws.

**4. Representations and Warranties**

- 4.1 The Borrower makes the following representations and warranties to the Lender, and confirms that the Lender executes and performs this Agreement in reliance of such representations and warranties:
  - 4.1.1 The Borrower has the full capacity and power to enter into this Agreement;
  - 4.1.2 The execution of this Agreement of the Borrower will not violate any law or binding obligations of the Borrower;
  - 4.1.3 This Agreement shall constitute a binding obligation of the Borrower, enforceable against him in accordance with its terms upon its execution;
  - 4.1.4 The Borrower neither commits criminal behaviors nor is involved in criminal activity;
  - 4.1.5 Except for the option under the Option Agreement and the pledge under the Pledge Agreement, without the prior consent of the Lender, the Borrower shall not create any pledge over part or whole of the Borrower’s right in Jingwei Zhihui or any priority for any third party where the beneficiary is neither the Lender nor its subsidiaries or affiliates;
- 4.2 The Lender makes the following representations and warranties to the Borrower:
  - 4.2.1 The Lender is a company registered and validly existing under the laws of PRC;



- 4.2.2 The execution and performance of this Agreement by the Lender is in compliance with the power of the Lender. The Lender has taken proper measures and has gained authorizations and approvals from all third parties and governmental departments or agencies, to execute and perform its obligations under this Agreement in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender; and
- 4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, enforceable against the Lender in accordance with its terms upon its execution.

**5. Covenants and Undertakings of Borrower**

- 5.1 The Borrower, as a shareholder of Jingwei Zhihui, hereby undertakes to, and shall cause Jingwei Zhihui, to observe the following terms with all efforts during the term of this Agreement:
- 5.1.1 It shall not modify in any way its articles of association or alter its shareholding structure without the prior written consent of the Lender;
- 5.1.2 It shall not transfer or dispose of any material asset, or create any other security interest neither for the Lender nor for its subsidiaries / affiliates over the same without the prior written consent of the Lender;
- 5.1.3 It shall not provide any warranty or assume any debt for any third party which is beyond its normal daily business scope without the prior written consent of the Lender;
- 5.1.4 It shall not enter into any material contracts without the prior written consent of the Lender, except those entered into in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract);
- 5.1.5 It shall not extend any loan or credit to any party without the prior written consent of the Lender;
- 5.1.6 It shall not merge with or invest in any third party without the prior written consent of the Lender;
- 5.1.7 It shall not declare in any way any bonus or dividends for its shareholders without the prior written consent of the Lender;
- 5.1.8 It shall not conduct any business that is beyond the normal course of business;

- 5.1.9 It shall not change or dismiss an executive director or to dismiss and replace any senior management members;
- 5.1.10 It shall not make significant adjustment to its business operation model, marketing strategy, operation policy or client relationship; and
- 5.1.11 It shall not have any of its subsidiaries do any of the foregoing.

5.2 The Borrower further commits to the Lender, during the term of this Agreement, as follows:

- 5.2.1 he shall take all the measures to guarantee and maintain his identification and status as a shareholder of Jingwei Zhihui;
- 5.2.2 he shall not transfer or dispose of any of his equity interest or other rights or powers pertinent to his equity interest in Jingwei Zhihui;
- 5.2.3 he shall procure that the shareholders' meeting of Jingwei Zhihui shall not pass any decision about its merger with or investment in any third party without the prior written consent of the Lender;
- 5.2.4 he shall not carry out any action bearing material influences on the assets, business, obligations or liabilities of Jingwei Zhihui without prior written consent of the Lender;
- 5.2.5 he shall immediately and unconditionally transfer all or part of his equity interest in Jingwei Zhihui to the Lender or any third party designated by the Lender in accordance with PRC laws and, where applicable, procure all the other shareholders of Jingwei Zhihui waive any prior right over purchasing such shares, as required by the Lender;
- 5.2.6 he shall strictly observe his commitments and guarantees under this Agreement and other related agreements.

5.3 The Borrower hereby covenants and undertakes that upon the signing of this Agreement, the Borrower shall:

- 5.3.1 pledge all equity interest in Jingwei Zhihui held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loan hereunder, and enter into the Pledge Agreement with Lender;
- 5.3.2 deliver a power of attorney to appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Jingwei Zhihui held by the Borrower;

5.3.3 confirm and agree that the Lender shall have the right to acquire or to designate any third party of its choice to acquire from time to time part or all of the equity interest of Jingwei Zhihui from the Borrower at an agreed price pursuant to the Option Agreement.

**6. Default**

If the Borrower fails to perform his repayment obligation pursuant to this Agreement, an overdue interest at the rate of 0.01% per day upon the outstanding amount of the Loan shall be payable to the Lender.

**7. Confidentiality**

7.1 The Parties acknowledge and confirm to take all possible measures to keep confidential all the confidential materials and information (the “**Confidential Information**”) they get to know by this Agreement. The Parties shall not disclose, provide or transfer such Confidential Information to any third party without the prior written consent of the other Party. In case of the termination of this Agreement, the receiving party of the Confidential Information shall return or destroy all the files, materials or software as required by the disclosing party, and delete any of the Confidential Information from any memory equipments and discontinue using such Confidential Information.

7.2 The Parties agree that this Section 7 shall survive the modification and termination of this Agreement.

**8. Notices**

Unless a written notice of change of address is issued, all correspondence relating to this Agreement shall be delivered in person, or by registered or prepaid mail, or by recognized express services or facsimile to the addresses appointed by the other party from time to time.

**9. Governing Law and Dispute Settlement**

9.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

9.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, either party may submit such matter to China International Economic and Trade Arbitration Commission (“**CIETAC**”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

9.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**10. Force Majeure**

10.1 Force Majeure refers to any accident which is beyond a Party's control and is inevitable with the reasonable care of the other Party who shall be influenced, including but not limited to governmental activity, natural force, fire, explosion, storm, flood, earthquake, tide, lightening or war. However, the credit, capital or shortage of financing shall not be deemed as the matters beyond one Party's reasonable control. The Party influenced by the Force Majeure and seeking for exemption hereunder shall notify the other Party as soon as possible and inform the other Party of the measures to take in order to accomplish the performance of this Agreement.

10.2 In case the performance of this Agreement is delayed or cumbered by the above-referenced Force Majeure, the Party who is influenced by the Force Majeure shall not bear any liability within the scope of delay and cumbrance, and shall take all the proper measures to reduce or eliminate the influence of Force Majeure, and shall make efforts to renew the performance of its obligations hereunder which has been delayed or cumbered by the Force Majeure. Each Party shall try its best to restore the performance of this Agreement once the Force Majeure is eliminated.

**11. Effective Date**

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Lender and the Borrower confirm that the Loan was duly and fully extended by the Lender prior to the execution of this Agreement.

**12. Miscellaneous**

12.1 Any modification, termination or waiver of this Agreement shall not take effect without the written consent of each party.

12.2 Any appendix attached hereto shall be of the same effect as this Agreement.

12.3 The Borrower shall not transfer his rights and obligations hereunder to any third party without the prior written consent of the Lender.

12.4 In case any terms and stipulations in this Agreement is regarded as illegal or cannot be performed in accordance with the applicable law, it shall be deemed to be deleted from this Agreement and lose its effect and this Agreement shall remain its effect and be treated as without it from the very beginning. Each Party shall replace the deleted stipulations with those lawful and effective ones, which are acceptable to the Lender, through mutual negotiation.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

**LENDER: BEIJING JINGWEI SINAN INFORMATION TECHNOLOGY CO., LTD**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**BORROWER: Liu Jian**

By: /s/ Liu Jian

[SIGNATURE PAGE TO LOAN AGREEMENT]

**BUSINESS OPERATIONS AGREEMENT**

This Business Operations Agreement (this “Agreement”) is entered in Beijing, the People's Republic of China (the “PRC”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated May 22<sup>nd</sup>, 2014 by and among the following parties:

- (1) PARTY A: Beijing Jingwei Sinan Information Technology Co., Ltd  
Legal Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Legal Representative: Liu Jian
- (2) PARTY B: Beijing Jingwei Zhihui Information Technology Co., Ltd  
Legal Address: Suite 516, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Legal Representative: Liu Jian
- (3) PARTY C: Yang Jing  
PRC Identification Card No.: 532721197005100025  
Address: Room 202, Unit 1, No 275, Ning'er Main Street, Simao District, Puer City, Yunnan, PRC
- (4) PARTY D: Liu Jian  
PRC Identification Card No.: 310102197211124453  
Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC

(individually, a “Party”, and collectively, the “Parties”)

**WHEREAS:**

- A. Party A is a wholly foreign-owned enterprise registered in the PRC;
  - B. Party B is a wholly domestic-owned company registered in the PRC and is approved by relevant governmental authorities to engage in the business of providing value-added telecommunications services;
  - C. Party A and Party B have entered into an Exclusive Technical Support and Technical Services Agreement, dated as of May 22<sup>nd</sup>, 2014 pursuant to which Party A shall provide certain technical services to Party B (the “**Technical Service Agreement**”); and
  - D. Party C and Party D own 99% and 1%, respectively, of the equity interest of Party B.
-

**THEREFORE**, through friendly negotiation in the principle of equality and common interest, the Parties hereby jointly agree to abide by the following:

**1. Negative Undertakings**

In order to ensure Party B's performance of its obligations pursuant to the Technical Service Agreement, Party B together with its shareholders Party C and Party D, hereby jointly confirm and agree that unless Party B has obtained the prior written consent of Party A or another party appointed by Party A, Party B shall not enter into any transaction which may materially affect its assets, obligations, rights or operations, including but not limited to the following:

- 1.1 To conduct any business that is beyond the normal business scope;
- 1.2 To borrow money or incur any debt from any third party;
- 1.3 To change or dismiss any directors or to dismiss and replace any senior management members;
- 1.4 To sell to or acquire from any third party any assets or rights, including but not limited to any intellectual property rights;
- 1.5 To guarantee or secure the obligations of any third party with its assets or intellectual property rights or to create any encumbrance over its assets in favor of any third party;
- 1.6 To amend the articles of association of Party B (the "**Articles**") or to change its business scope;
- 1.7 To change the normal business process or modify any material policy of Party B;
- 1.8 To assign any of the rights or obligations under this Agreement herein to any third party;
- 1.9 To adjust materially its business operating models, marketing strategies, operating guidance or client relationships; or
- 1.10 To declare any dividend in any way.

**2. Management of Operation and Arrangements of Human Resource**

- 2.1 Party B, together with its shareholders Party C and Party D, hereby jointly agree to accept and strictly execute the proposals provided by Party A from time to time in respect of the employment and dismissal of Party B's employees and the daily business management and financial management of Party B.
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- 2.2 Party B, together with its shareholders Party C and Party D, hereby jointly and severally agree that Party C and Party D shall only appoint the individuals designated by Party A as the Executive Director or Directors of the Board of Directors of Party B in accordance with the procedures required by the applicable laws and regulations and the Articles, and shall cause such Executive Director or Director of the Board of Directors of Party B to appoint the individuals designated by Party A as Party B's General Manager, Chief Financial Officer, and other senior officers.
- 2.3 If any of the officers referenced in Section 2.2 hereof resigns or is dismissed by Party A, Party B, Party C and Party D shall appoint or cause the appointment of another candidate designated by Party A to assume such position(s).
- 2.4 For the purpose of the above-mentioned Section 2.3, Party B, Party C and Party D shall take all necessary internal or external steps to effect the above appointments or dismissals in accordance with relevant laws and regulations, the Articles and this Agreement.
- 2.5 Each of Party C and Party D hereby agrees simultaneously with the execution of this Agreement, to execute a Proxy Agreement and Power of Attorney, in the form attached hereto as Exhibit A, pursuant to which each of Party C and Party D shall authorize the person(s) designated by Party A to exercise his or her shareholders' rights, including the full voting right of a shareholder at Party B's shareholders' meetings. Each of Party C and Party D further agrees to replace the authorized person appointed according to the above mentioned Power of Attorneys at any time in accordance with the requests of Party A.

**3. Other Agreements**

- 3.1 Each of Party C and Party D further agrees that he/she shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Party B to, declare any dividends or distribute any profits, funds, assets or property to the shareholders of Party B or any of its affiliates; provided, however, if such dividends or other distributions are distributed to Party C and/or Party D from Party B, Party C and/or Party D shall immediately and unconditionally pay or transfer to Party A any dividends or other distributions in whatsoever form obtained from Party B, after having deducted and paid any and all relevant taxes and expenses applicable to such shareholder as a result of his/her receipt of such dividends or other distributions.
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- 3.2 Party A shall indemnify Party C and Party D from any liabilities, costs or losses (including but not limited to any and all legal expenses) incurred by Party C and/or Party D arising by reason of his/her performance of his/her obligations under this Agreement and as a shareholder of Party B, provided that such actions are taken in good faith and are not contrary to the best interests of Party A or Party B.
- 3.3 To ensure that Party B has sufficient funds to support its operations and/or to set off any loss accrued during such operations, Party A may provide financing support to Party B from time to time at Party A's sole discretion. Party A's financing support for Party B may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately.

**4. Entire Agreement and Modifications**

- 4.1 This Agreement together with all the other agreements and/or documents mentioned or specifically included in this Agreement, to which any Party is a party thereunder (where applicable), constitute the entire agreement and understanding among the Parties with respect to the business operations of Party B and supersedes all the other prior oral and written agreements, contracts, understandings and communications among all the parties involving the subject matters of this Agreement.
- 4.2 This Agreement shall only be amended by a written instrument executed by each Party hereto. The amendment and supplement duly executed by each Party hereto shall form part of this Agreement and shall have the same legal effect as this Agreement.

**5. Governing Law**

The execution, validity, performance, interpretation and disputes of this Agreement shall be governed by and construed in accordance with the PRC laws.

**6. Dispute Resolution**

- 6.1 The Parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation in good faith. In case no settlement can be reached through friendly consultation, each Party can submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with the then current rules of CIETAC. The arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon all the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 6.2 During the process of the dispute resolution, each Party shall continue to perform its obligations in good faith according to the provisions of this Agreement except for the subject matters in dispute.
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7. **Notice**

7.1 Any notice that is given by the Parties hereto for the purpose of performing the rights and obligations hereunder shall be in written form. Where such notice is delivered personally, the actual delivery time is regarded as notice time; where such notice is transmitted by telex or facsimile, the notice time is the time when such notice is transmitted. If such notice (i) does not reach the addressee on a business day or (ii) reaches the addressee after the business hours, the next business day following such day is the date of notice. The written form includes facsimile and telex.

7.2 Any notice or other correspondence hereunder provided shall be delivered to the following addresses in accordance with the above terms:

**PARTY A** : Beijing Jingwei Sinan Information Technology Co., Ltd  
Address : Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road,  
Chaoyang District  
Tele : 86-10-84481818  
Addressee : Liu Jian

**PARTY B** : Beijing Jingwei Zhihui Information Technology Co., Ltd  
Address : Suite 516, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road,  
Chaoyang District  
Tele : 86-10-84481818  
Addressee : Liu Jian

**PARTY C** : Yang Jing  
Address : 1/F, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road,  
Chaoyang District  
Fax : 86-10-64362600  
Tele : 86-10-84481818

**PARTY D** : Liu Jian  
Address : 1/F, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road,  
Chaoyang District  
Fax : 86-10-64362600  
Tele : 86-10-84481818

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8. **Effectiveness, Term and Others**

- 8.1 This Agreement shall be effective upon its being signed by the Parties hereunder (the “**Effective Date**”).
- 8.2 This Agreement shall be executed by a duly authorized representative of each Party on the date first written above and become effective as of the Effective Date. The term of this agreement is ten years unless terminated earlier in accordance with the relevant provisions herein. This Agreement will extend automatically for another ten year period except where Party A provides a written notice stating its intention not to extend this Agreement three months prior to the expiration of the initial ten years term of this Agreement.
- 8.3 Party B, Party C and Party D shall not terminate this Agreement within the terms of this Agreement. Notwithstanding the above stipulation, Party A shall have the right to terminate this Agreement at any time by issuing a prior written notice to Party B, Party C and Party D thirty (30) days before the termination.
- 8.4 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable laws, they shall be deemed to be deleted from this Agreement and lose their effect and this Agreement shall be treated as if they did not exist from the very beginning. However, the remaining stipulations will remain effective. Each Party shall replace the deleted stipulations with lawful and effective stipulations, which are acceptable to each Party, through mutual negotiation.
- 8.5 Any failure or delay on the part of any Party to exercise any rights, powers or privileges hereunder shall not operate as a waiver thereof. Any single or partial exercise of such rights, powers or privileges shall not preclude any further exercise of such rights, powers or privileges.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

**PARTY A: Beijing Jingwei Sinan Information Technology Co.,Ltd**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**PARTY B: Beijing Jingwei Zhihui Information Technology Co.,Ltd**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**PARTY C: Yang Jing**

By: /s/ Yang Jing

**PARTY D: Liu Jian**

By: /s/ Liu Jian

[SIGNATURE PAGE TO BUSINESS OPERATIONS AGREEMENT]

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**POWER OF ATTORNEY**

I, Yang Jing, a citizen of the People's Republic of China (the “**PRC**”), PRC ID card number 532721197005100025, hereby irrevocably authorize Beijing Jingwei Sinan Information Technology Co.,Ltd (“**WFOE**”) or the individual or entity that is designated by WFOE (each, a “**Representative**”) to the extent permitted by applicable laws of the PRC, as my sole attorney to singly exercise the following powers and rights during the term of this Power of Attorney (“**POA**”).

I hereby authorize and designate the Representative to vote on my behalf at the shareholders' meetings of Beijing Jingwei Zhihui Information Technology Co.,Ltd (“**PRC Company**”) and exercise the full voting rights as its shareholder as granted to me by law and under the Articles of Association of PRC Company, including but not limited to, the right to propose the holding of shareholders' meeting, to accept any notification about the holding and discussion procedure of the meeting, to attend the shareholders' meeting of PRC Company and exercise the full voting rights (such as to serve as my authorized representative at the shareholders' meeting of PRC Company, to designate and appoint the executive director or directors of the board of PRC Company and the general manager and to decide the allotment of the profits, etc.), and to sell or transfer any or all of my equity interest in PRC Company.

In exercising the rights and powers provided hereunder, the Representative shall act with due care and diligence and pursuant to this POA and the applicable laws.

The term of this Power of Attorney is ten (10) years from its date of execution, and shall be automatically terminate upon the assignment of the loan in the principal amount of Nine Hundred Ninety Thousand Renminbi from WFOE to the undersigned, to a third party acceptable to WFOE.

**Yang Jing**

/s/ Yang Jing

Date: May 22<sup>nd</sup>, 2014

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**POWER OF ATTORNEY**

I, Liu Jian, a citizen of the People's Republic of China (the “**PRC**”), PRC ID card number 310102197211124453, hereby irrevocably authorize Beijing Jingwei Sinan Information Technology Co.,Ltd (“**WFOE**”) or the individual or entity that is designated by WFOE (each, a “**Representative**”) to the extent permitted by applicable laws of the PRC, as my sole attorney to singly exercise the following powers and rights during the term of this Power of Attorney (“**POA**”).

I hereby authorize and designate the Representative to vote on my behalf at the shareholders' meetings of Beijing Jingwei Zhihui Information Technology Co.,Ltd (“**PRC Company**”) and exercise the full voting rights as its shareholder as granted to me by law and under the Articles of Association of PRC Company, including but not limited to, the right to propose the holding of shareholders' meeting, to accept any notification about the holding and discussion procedure of the meeting, to attend the shareholders' meeting of PRC Company and exercise the full voting rights (such as to serve as my authorized representative at the shareholders' meeting of PRC Company, to designate and appoint the executive director or directors of the board of PRC Company and the general manager and to decide the allotment of the profits, etc.), and to sell or transfer any or all of my equity interest in PRC Company.

In exercising the rights and powers provided hereunder, the Representative shall act with due care and diligence and pursuant to this POA and the applicable laws.

The term of this Power of Attorney is ten (10) years from its date of execution, and shall be automatically terminate upon the assignment of the loan in the principal amount of Nine Hundred Ninety Thousand Renminbi from WFOE to the undersigned, to a third party acceptable to WFOE.

**Liu Jian**

/s/ Liu Jian

Date: May 22<sup>nd</sup>, 2014

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**SPOUSAL CONSENT**

I, Joseph Chen, the legal spouse of Jing Yang , hereby unconditionally consent that the ninety-nine percent (99%) equity interest held by my spouse in Beijing Jingwei Zhihui Information Technology Co., Ltd. and registered under his name will be disposed according to the arrangements under the Loan Agreement, the Equity Option Agreement, and the Equity Interest Pledge Agreement as executed by my spouse on May 22, 2014.

I further guarantee not to take any action for the intentions in conflict with the aforementioned arrangements, including claiming that such equity interest constitutes the property between my spouse and me or our common property. I hereby unconditionally and irrevocably renounce any rights or interests to which I may be entitled on such equity interest in accordance with any applicable laws.

/s/ Joseph Chen

Date: May 22, 2014

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**SPOUSAL CONSENT**

I, Yan Chen, the legal spouse of Jian Liu , hereby unconditionally consent that the one percent (1%) equity interest held by my spouse in Beijing Jingwei Zhihui Information Technology Co., Ltd. and registered under his name will be disposed according to the arrangements under the Loan Agreement, the Equity Option Agreement, and the Equity Interest Pledge Agreement as executed by my spouse on May 22, 2014.

I further guarantee not to take any action for the intentions in conflict with the aforementioned arrangements, including claiming that such equity interest constitutes the property between my spouse and me or our common property. I hereby unconditionally and irrevocably renounce any rights or interests to which I may be entitled on such equity interest in accordance with any applicable laws.

/s/ Yan Chen

Date: May 22, 2014

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**EXCLUSIVE TECHNOLOGY SUPPORT AND  
TECHNOLOGY SERVICES AGREEMENT**

This Exclusive Technology Support and Technology Services Agreement (the “Agreement”) is dated as of May 22<sup>nd</sup>, 2014 (the “**Effective Date**”) by and between:

**Party A: Beijing Jingwei Sinan Information Technology Co.,Ltd**

Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District

**Party B: Beijing Jingwei Zhihui Information Technology Co.,Ltd**

Address: Suite 516, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District

Each of Party A and Party B shall be referred to individually as a “**Party**” and collectively, the “**Parties**.”

WHEREAS, Party A is a duly registered and established wholly foreign owned enterprise and desires to provide certain technology support and technology services necessary for Party B to operates its online games business in China; and

WHEREAS, Party B is a limited liability company incorporated in the PRC; and

WHEREAS, Party A has agreed to provide Party B, and Party B has agreed to accept, certain technology support and technology services to support Party B’s online games operations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties for themselves, their successors and permitted assigns, hereby agree as follows:

ARTICLE I  
TECHNOLOGY SUPPORT AND TECHNOLOGY SERVICES

Section 1.1. Technology Support and Technology Services. Party A agrees to provide to Party B, and Party B agrees to accept from Party A, technology support and technology services with respect to the development, maintenance and support of and for server and computer software, hardware and systems relating to Party B’s online games business (collectively, the “**Support and Services**”). Specifically, such Support and Services may include any or all of the following services:

- (a) research and development of relevant software and technologies in accordance with the business and operational needs;
- (b) daily maintenance, supervision, testing and debugging for Party B’s computer network equipment, technology products and software; and

(c) other relevant technology support and services as may reasonably be requested from time to time by Party B.

Section 1.2. Cooperation from Party B. Party B agrees to provide Party A with the necessary support and services, including without limitation, relevant data, technology specifications and instructions, to assist Party B in fulfilling its obligations under this Agreement.

Section 1.3. Exclusivity. Party B agrees that Party A shall be the exclusive provider to Party B of the Support and Services, and that Party B shall not accept any technology support or services for its business operations, including any support or services similar to the Support and Services, from any third party without the prior written consent of Party A.

Section 1.4. Ownership of Intellectual Property. Party A shall have sole and exclusive rights to and interests in any rights, ownership, interests and all intellectual property, including but not limited to copyrights, patents, technology secrets, commercial secrets and others, arising from the performance by Party A of its obligations under this Agreement, whether developed by either Party. The parties agree that this article survives the modification, termination or expiration of this Agreement.

## ARTICLE II FEES

Section 2.1. Fees. The Parties agree that in consideration for the services to be performed by Party A as set forth in Article I hereto, Party B set shall pay a service fee to Party A in accordance with Annex A hereto (collectively, the “**Service Fees**”). The Parties agree to meet on at least an annual basis to review and discuss an amendment to such service fees. The Annex may be amended by the Parties based on such negotiations and in accordance with the terms of Section 8.1 of this Agreement.

Section 2.2. Out-of-Pocket Expenses. Party B shall reimburse Party A for any out-of-pocket expenses incurred by Party A in fulfilling its obligations hereunder.

Section 2.3. Late Payment. An additional penalty of 5% per annum (as calculated on a daily basis) shall accrue with respect to any late fees and payments in the event that Party B fails to pay the Service Fees in accordance with the terms of this Agreement.

Section 2.4. Taxes. Each Party shall be responsible for any taxes that may be due and payable under applicable laws in connection with the performance of such Party’s obligations under this Agreement.

ARTICLE III  
CONFIDENTIALITY

Section 3.1. Confidential Information. Each Party acknowledges that it may have in its possession, and, in connection with the performance of its obligations under this Agreement, may receive, confidential information of the other Party (including information in the possession of such other party relating to its clients or customers) (“**Confidential Information**” and the Party disclosing such Confidential Information, the “**Disclosing Party**”). Each Party shall hold and shall cause its directors, officers, employees, agents, consultants and advisors (collectively, the “**Representatives**”) to hold in strict confidence and not to use except as permitted by this Agreement all such Confidential Information concerning the other Party unless (i) such Party or any of its Representatives is compelled to disclose such Confidential Information by judicial or administrative process or by other requirements of applicable law or (ii) such Confidential Information can be shown to have been (A) in the public domain through no fault of such party or any of its Representatives, (B) lawfully acquired after the Effective Date on a non-confidential basis from other sources not known by such party to be under any legal obligation to keep such information confidential or (C) developed by such Party or any of its Representatives without the use of any Confidential Information of the other Party. Notwithstanding the foregoing, such Party may disclose such Confidential Information to its Representatives so long as such Representatives are informed by such Party of the confidential nature of such Confidential Information and are directed by such party to treat such information confidentially.

Section 3.2. Return of Confidential Information. Upon the termination of this Agreement, Party A shall return or destroy, in accordance with Party B’s requirements, any documents, materials or software that contain Confidential Information, and delete any Confidential Information from any and all devices, personal computers or servers, and refrain from further using such Confidential Information.

ARTICLE IV  
INDEMNIFICATION

Section 4.1. In the event that either Party hereto breaches any terms of this Agreement hereunder (the “**Breaching Party**”), the Party alleging such breach (the “**Non-breaching Party**”) may notify the Breaching Party to correct its breaches within ten (10) days upon receipt of such notice in writing. In case of any damages, the Breaching Party shall indemnify the Non-breaching Party, so that the Non-breaching Party obtains all rights and benefits as if this Agreement would have been performed.

Section 4.2. The Breaching Party shall indemnify and hold the Non-breaching Party harmless against and from any expenses, liabilities or losses (including but not limited to the company’s profit losses), lost interests and attorney’s fees that may be sustained by the Non-breaching Party arising from or in relation to its breaches. The total compensation paid by the Breaching Party to the Non-breaching Party shall equal the losses arising from any such breaches, and any compensation shall include the benefits that would have been obtained by the Non-breaching Party as if this Agreement would have been performed; provided, however, that such compensation shall not be more than the benefits that the Non-breaching Party would have reasonably anticipated.

Section 4.3. The waiver of any breach may only be made in an instrument executed by each Party. Any writing to be effective. No failure or delay by any Non-breach Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE V  
FORCE MAJEURE

Section 5.1. As used in this Agreement, a “force majeure” shall mean any war, fire, earthquake, flood, rainstorm, snowstorm and any other natural disaster, or any event that cannot be foreseen, overcome or avoided by the Parties as of the Effective Date.

Section 5.2. If a Party cannot perform or delay to perform all or part of its obligations under this Agreement due to a force majeure, such Party shall be released from relevant liabilities, but shall continue to perform after the effect of such force majeure is eliminated. If a Party cannot perform its obligations under this Agreement as a result of such force majeure, the Parties shall negotiate in good faith to seek an alternative resolution.

ARTICLE VI  
TERM OF AGREEMENT

Section 6.1. Term. The initial term of this Agreement is ten (10) years commencing from the Effective Date.

Section 6.2. Option. The Parties agree that Party A shall have the right in its sole discretion to extend the term of this Agreement an additional ten (10) years by notifying Party B at least three (3) months prior to the end of each such ten year term.

Section 6.3. Survival. Article III, Article IV, Article VII and Section shall survive the termination of this Agreement.

ARTICLE VII  
GOVERNING LAW; DISPUTE RESOLUTION

Section 7.1. Governing Law. The execution, effectiveness, interpretation, performance, amendment, termination and dispute resolution of this Agreement shall be governed by the laws of the People’s Republic of China.

Section 7.2. Arbitration. The Parties shall seek to settle any disputes arising from the interpretation or performance of this Agreement through good faith negotiations. In the event that the Parties are unable to reach a settlement through negotiation within thirty (30) days after a Party issues a notice to the other Party regarding an alleged breach of or a dispute regarding an interpretation of a provision of this Agreement, either Party may submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission (the “**CIETAC**”). The arbitration shall follow the current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon the Parties and shall be enforceable in accordance with its terms. Pending the resolution of any dispute in accordance with the terms of this Section 7.2, the Parties shall continue to perform their respective obligations in good faith in accordance with this Agreement.

ARTICLE VIII  
MISCELLANEOUS

Section 8.1. Entire Agreement. This Agreement, including any Annexes, exhibits or schedules, constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all of the Parties.

Section 8.2. Notice. Unless otherwise designated by the other Party, any notices or other correspondences among the Parties shall be delivered in person, by express mail, or registered mail to the following correspondence addresses:

Party A: Beijing Jingwei Sinan Information Technology Co.,Ltd  
Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Tel : 86-10-84481818

Party B: Beijing Jingwei Zhihui Information Technology Co.,Ltd  
Address: Suite 516, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Tel : 86-10-84481818

Section 8.3. Binding Effect. This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

Section 8.4. Headings. The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

Section 8.5. Severability. In the event that any provision hereof becomes invalid or unenforceable because such provision conflicts with the laws, such provision shall be held invalid or unenforceable to the extent required by the governing laws, and shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to enter into this Agreement on the date first written above.

**Party A:** Beijing Jingwei Sinan Information Technology Co.,Ltd  
(Seal)

By: /s/ Liu Jian \_\_\_\_\_

Name: Liu Jian  
Title: Authorized Representative

**Party B:** Beijing Jingwei Zhihui Information Technology Co.,Ltd  
(seal)

By: /s/ Liu Jian \_\_\_\_\_

Name: Liu Jian  
Title: Authorized Representative

ANNEX A

During the term of this Agreement, the Fee payable by Party B to Party A for the services rendered according to this Agreement shall be based on the specific Fee rate provided by Party A.

Notwithstanding the forgoing, Party A shall have the right to adjust at any time the specific Fee rate based on the quantity, scope and nature, among other factors, of the Services provided by it to Party B and calculate the Fee payable by Party B based on this rate. Unless there is an obvious fault or material mistake in the rate, the Fee calculated based on this rate shall be the final amount; Party A shall issue the bill to Party B in accordance with this amount and Party B shall pay the bill within three days upon receipt of the bill.

During the term of this Agreement, Party A shall have the right to waive the Fee(s) under any bill(s) at its sole discretion without the consent of Party B.



**INTELLECTUAL PROPERTY RIGHT LICENSE AGREEMENT**

This Intellectual Property Right License Agreement (the "**Agreement**") entered in Beijing the People's Republic of China (the "**PRC**", excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement), dated May 22<sup>nd</sup>, 2014 (the "**Effective Date**"), by and between

- (1) The Licensor: Beijing Jingwei Sinan Information Technology Co., Ltd  
Legal Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Legal Representative: Liu Jian

*and*

- (2) The Licensee: Beijing Jingwei Zhihui Information Technology Co., Ltd  
Legal Address: Suite 516, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Legal Representative: Liu Jian

**WHEREAS:**

- A. The Licensor, a wholly foreign-owned enterprise registered in Beijing under the laws of the PRC, is the lawful owner of certain intellectual property rights listed in Exhibit 1 of this Agreement (the "**Intellectual Property Rights**");
- B. The Licensee, a limited liability company registered in Beijing under the laws of the PRC, is licensed to engage in the business of providing value-added telecommunications services;
- C. The Licensor agrees to license the Intellectual Property Rights to the Licensee in accordance with the terms and conditions set forth herein and the Licensee agrees to accept the license on the terms and conditions set forth herein;

**NOW THEREFORE**, on the basis of mutual benefit and friendly negotiation, the Licensor and the Licensee agree as follows:

**1. Grant of License****1.1 Covered Intellectual Property Rights**

Under the terms and conditions hereinafter set forth, the Licensor hereby grants to the Licensee, and the Licensee accepts from the Licensor, a non-exclusive license, to use parts of or all of the Intellectual Property Rights, in the Licensee's operations in the PRC. Without the Licensor's prior written consent, the Licensee shall not, by license, sublicense, assignment or in any other manner, permit a third party to use the Intellectual Property Rights.

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1.2 Scope

1.2.1 The Licensee shall only use the Intellectual Property Rights in its own normal business operations. Without the Licensor's consent, the Licensee shall not use the Intellectual Property Rights for any other purpose or when providing services to any third party.

1.2.2 The License in this Agreement is effective in the PRC (the "**Licensed Territory**"), and the Licensee agrees that without the prior written consent of the Licensor, it will not make, or authorize, any direct or indirect use of the Intellectual Property Rights in any regions other than the Licensed Territory.

1.3 Licensee's confirmation

The Licensee confirms that it does not have any rights, titles or interests of the Intellectual Property Rights except the rights, titles and interests provided for under this Agreement.

1.4 Prohibitions

Licensee undertakes that, at any time either during or after the Term, it shall not:

1.4.1 commit any act which affects the rights of Licensor in relation to any of the Intellectual Property Rights; or

1.4.2 apply for the registration of any of the Intellectual Property Rights or any similar intellectual property right in any country or region in the world.

**2. Payment**

The Licensee agrees to pay to the Licensor license fees determined in accordance with the calculation method and the form of payment as set forth in Exhibit 2.

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3. **Goodwill**

The Licensee recognizes the value of the goodwill associated with the Intellectual Property Rights and the relevant rights, and acknowledges that the Intellectual Property Rights and goodwill (including but not limited to the goodwill deriving from the Licensee's use) pertaining thereto shall be the sole and exclusive property of the Licensor.

4. **Confidentiality**

4.1 The Licensee shall protect and maintain the confidentiality of any and all confidential data and information, including without limitation all technological, financial, human resource, strategic and any other relevant information of the other Party, acknowledged or received by the Licensee from the Licensor (collectively, the "**Confidential Information**"). Upon termination or expiration of this Agreement, the Licensee shall, at the Licensor's option, return all and any documents, information or software containing any of such Confidential Information to the Licensor or to the maximum extent permitted by applicable laws of the PRC, destroy and delete such Confidential Information from any electronic devices. The Licensee shall not disclose, grant or transfer any Confidential Information to any third party. The Licensee shall disclose the Confidential Information to the necessary employees, agents or consultants using measures reasonably calculated to ensure the security of the Confidential Information, and shall urge the necessary employees, agents or consultants to observe the obligations under this Agreement.

4.2 The above limitations shall not apply to the situations as follows:

4.2.1 the Confidential Information becomes available to the public other than by the Licensee's disclosure of such Confidential Information;

4.2.2 the Licensee acquired the Confidential Information directly or indirectly from other sources before receiving it from the Licensor; or

4.2.3 where the Confidential Information is required by law to be disclosed, or, based on general operational needs, should be disclosed to legal or financial advisors.

4.3 This Article 4 shall survive the termination, rescinding or modification of this agreement.

5. **Representations and Warranties**

5.1 The Licensor represents and warrants as follows:

5.1.1 the Licensor is a company duly registered and in good standing under the applicable laws of the PRC;

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- 5.1.2 the Licensor, subject to its business scope, has full right, power, authority and capacity and all necessary consents and approvals of any third party and government authorities to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts;
  - 5.1.3 upon its execution by the Licensee, this Agreement will constitute a legal, valid and binding agreement of the Licensor and will be enforceable against the Licensor in accordance with its terms; and
  - 5.1.4 the Licensor is the lawful owner of, and has sole and exclusive rights and interests in any intellectual property rights (including without limitation to copyright, trademark right, patent, know-how and trade secrets, etc.) in connection with, the Intellectual Property Rights.
- 5.2 The Licensee represents and warrants as follows:
- 5.2.1 the Licensee is a company duly registered and in good standing under the applicable laws of the PRC, and is approved by the relevant authorities to provide value-added telecommunications services;
  - 5.2.2 the Licensee, subject to its business scope, has full right, power, authority and capacity and all necessary consents and approvals of any third party and government authorities to execute and perform its obligations under this Agreement;
  - 5.2.3 the Licensee will not use or authorize the use of any Intellectual Property Rights or symbols which the Licensor judges, at its sole discretion, to be similar to the Intellectual Property and could cause confusion;
  - 5.2.4 upon its execution by the Licensor, the Agreement will constitute a legal, valid and binding agreement of the Licensee and will be enforceable against the Licensee in accordance with its terms upon its execution;
  - 5.2.5 the Licensee shall assist the Licensor to the extent necessary in the procurement of any protection or to protect any of the Licensor's rights to the Intellectual Property Rights. In the event any third party lodges a claim concerning the Intellectual Property Rights, the Licensor, if it so desires, may commence or prosecute any claims or lawsuits in its own name or in the name of the Licensee or join the Licensee as a party thereto. In the event any third party infringes any Intellectual Property Rights, the Licensee shall notify the Licensor in writing of any such infringements, or imitation by others of the Intellectual Property Rights which may come to the Licensee's attention, and the Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements;
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- 5.2.6 the Licensee shall use the Intellectual Property Rights only in accordance with this Agreement and shall not use the Intellectual Property Rights in any way that, in the opinion of the Licensor, is deceptive, misleading or in any way damaging to such Intellectual Property Rights or the reputation of the Licensor; and
- 5.2.7 without the Licensor's consent, the Licensor shall not, and shall not license a third party to, modify, improve or develop the licensed software hereunder in any manner. During the effective protection period of the licensed software, the Licensee agrees that, to the extent permitted by the PRC laws, if there are any results from its modification or improvement to the licensed software or any new software developed based on the licensed software (collectively "**Improved Software**"), any ownership (including without limitation copyright) of such Improved Software as well as any rights and interests relating to such ownership shall belong to the Licensor. Notwithstanding any contrary provisions in the PRC laws providing that ownership to the Improved Software shall belong to the Licensee, the Licensee covenants and agrees to transfer the ownership on the Improved Software to the Licensor without consideration.

**6. Quality**

The Licensee shall use its best efforts to ensure that its operations protect and enhance the reputation of the Intellectual Property Rights.

**7. Promotion Material**

In all cases where the Licensee makes promotion material involving the Intellectual Property Rights, the production costs of such material thereof shall be borne by the Licensee. All copyrights or other intellectual property rights of such material concerning the Intellectual Property Rights thereto shall be the sole and exclusive property of the Licensor whether developed by the Licensor or the Licensee.

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The Licensee agrees not to advertise or publicize any of the Intellectual Property Rights on radio, television, papers, magazines, the Internet without the prior written consent of the Licensor.

**8. Effective Date and Term**

8.1 This Agreement has been duly executed when it is duly signed by an authorized representative of each party and shall be effective as of the Effective Date. The term of this Agreement is ten (10) years unless earlier terminated as set forth in this Agreement and shall be automatically extended for additional ten (10) year terms unless either party provides the other party with notice of its desire to terminate this Agreement.

8.2 Unless any other provisions set forth in written form, this Agreement shall be applicable to any other intellectual property rights licensed to the Licensee within the term of this Agreement. After the execution of this Agreement, the Licensor and Licensee shall review this Agreement every three (3) months to determine whether to make any amendment or supplement to this Agreement.

**9. Record Filing**

Within three (3) months of the execution of this Agreement, both the Licensor and the Licensee shall, in compliance with the law of China, make a record filing of the copy of the Agreement to the relevant authorities. Both the Licensor and the Licensee agree to execute or furnish the relevant documents required in line with the principal hereof and relevant laws.

**10. Termination**

10.1 This Agreement shall expire on the date due or the date when the Licensor's right of ownership terminates unless this Agreement is extended as set forth above.

10.2 Without prejudice to any legal or other rights or remedies of the party that requests for termination of this Agreement, any party has the right to terminate this Agreement immediately with written notice to the other party in the event the other party materially breaches this Agreement including without limitation to Sections 5.2.5, 5.2.6, or 5.2.7 of this Agreement and fails to cure its breach within 30 days from the date it receives written notice of its breach from the non-breaching party.

10.3 During the term of this Agreement, the Licensor may terminate this Agreement at any time with a written notice to the Licensee 30 days before such termination. The Licensee shall not terminate this Agreement in prior.

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10.4 Article 3, 4, 5.2.5, 5.2.6, or 5.2.7, 15 and 16 shall survive the termination or expiration of this Agreement.

**11. Force Majeure**

11.1 Force Majeure means any event that is beyond the party's reasonable control and cannot be prevented with reasonable care including but not limited to the acts of governments, nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war. However, any shortage of credit, capital or finance shall not be regarded as an event of Force Majeure. The party affected by Force Majeure shall notify the other party without delay.

11.2 In the event that the affected party is delayed in or prevented from performing its obligations under this Agreement by Force Majeure, only within the scope of such delay or prevention, the affected party will not be responsible for any damage by reason of such a failure or delay of performance. The affected party shall take appropriate measures to minimize or remove the effects of Force Majeure and attempt to resume performance of the obligations delayed or prevented by the event of Force Majeure, and the affected party will not be responsible to such performance and will only be responsible to the delayed parts of performance. After the event of Force Majeure is removed, both the Licensor and the Licensee agree to resume the performance of this Agreement with their best efforts.

**12. Notices**

Notice or other communications required to be given by any party pursuant to this Agreement shall be written in English and Chinese and shall be deemed to be duly given when it is delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service to the address set forth below.

**The Licensor:**

Address : Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Tel : 86-10-84481818  
Addressee : Liu Jian

**The Licensee:**

Address : Suite 516, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Tel : 86-10-84481818  
Addressee : Liu Jian

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**14. Re-Transfer, Re-License**

This agreement and all the rights and duties hereunder are personal to the Licensee. The Licensee agrees that it will not assign, lease or pledge to any third party without the written consent of the Licensor.

**15. Settlement Of Disputes**

15.1 The Licensor and the Licensee shall strive to settle any disputes arising from the interpretation or performance of this Agreement through negotiations in good faith. In the event that no settlement can be reached through negotiation within 30 days after one party issues a negotiating notice, either party may submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission (the "**CIETAC**"). The arbitration shall follow the current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon the Licensor and the Licensee and shall be enforceable in accordance with its terms.

15.2 Except for the issue under dispute, both the Licensor and the Licensee shall perform their own duties under the Agreement in good faith.

**16. Applicable Law**

The execution, validity, performance, interpretation and any disputes in respect of this Agreement shall be governed and construed by the laws of the PRC.

**17. Amendment And Supplement**

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both the Licensor and the Licensee. The amendment and supplement duly executed by both the Licensor and the Licensee shall be part of this Agreement and shall have the same legal effect as this Agreement.

**18. Entire Agreement**

This Agreement and all the agreements and/or documents referenced or specifically included herein constitute the entire agreement between the Licensor and the Licensee in respect of the subject matter hereof and supersede all prior oral or written agreements, contract, understanding and correspondence among them.

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**19. Severability**

Any provision of this Agreement that is invalid or unenforceable due to the violation of relevant laws in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

**20. Waiver**

Any waiver of any rights, powers, or privileges under this Agreement shall not be deemed as a waiver of those rights, powers or privileges hereunder in the future or any other rights, powers or privileges hereunder then or in the future. Any whole or partial performance of any rights, powers, or privileges hereunder shall not exclude the performance of any other rights, power, or privileges hereunder.

**21. Exhibits**

The Exhibits referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

[The space below is intentionally left blank.]

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**IN WITNESS WHEREOF**, the Licensor and the Licensee hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

**The Licensor: Beijing Jingwei Sinan Information Technology Co.,Ltd**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**The Licensee: Beijing Jingwei Zhihui Information Technology Co.,Ltd**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

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**LIST OF LICENSED INTELLECTUAL PROPERTY RIGHTS UNDER THE AGREEMENT**

Related software

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**CALCULATION METHOD AND FORM OF PAYMENT OF LICENSE FEE**

1. Both the Licensor and the Licensee agree that, in consideration of the IPR which the Licensor licenses to the Licensee, the Licensee shall pay the Licensor license fees. The amount, payment method and classification of the license fees and other relevant issues shall be determined based on the precondition that they facilitate the Licensor's securing of all preferential treatments under the PRC tax policies, and shall be agreed through consultation by both the Licensor and the Licensee based on the following factors:
  - (1) the number of users purchasing the Licensee's products or receiving the Licensee's service;
  - (2) the types and number of the IPR actually used by the Licensee in selling products or providing services to its users; and
  - (3) other factors as agreed upon by both the Licensor and the Licensee.
2. Such license fees shall be paid on a monthly basis. The Licensee shall, prior to the fifteenth day of each month, pay the license fee for the previous month to the bank account designated by the Licensor, and fax or mail the copy of the remittance certificate to the Licensor after its remittance of the amount payable.
3. If the Licensor deems the mechanism for determining license fees as stipulated hereunder to be inappropriate for whatever reason and needs to be adjusted, the Licensee shall, within seven (7) working days after receiving the written demand for such adjustment from the Licensor, conduct active and bona fide negotiations with the Licensor to ascertain new charging standards or mechanism that is based on bona fide adjustments which meet the current market conditions. Under any circumstances, if the Licensee fails to respond to such notice within seven (7) working days of receiving of the notice, it shall be deemed to have accepted the adjustments to the license fees.
4. No adjustment to the license fees shall affect the effectiveness hereof or the performance of both the Licensor and the Licensee' other obligations hereunder.

If the Licensor considers it helpful to the business of the Licensee, the Licensor may, at its sole discretion, reduce or exempt from payment the license fee in whole or in part.

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## EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (the “**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated March 1, 2015, by and between the following parties:

**PLEDGEE: Beijing Jingwei Sinan Information Technology Co., Ltd.**

Registered Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing  
Legal Representative: Liu Jian

*and*

**PLEDGOR: Yang Jing**

PRC Identification Card No: 532721197005100025

Residential Address: Room 202, Unit 1, No 275, Ninger Main Street, Simao District, Puer City, Yunnan, PRC

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. The Pledgor is a PRC citizen, and owns 99% equity interest in Beijing Jingwei Zhihui Information Technology Co., Ltd. (“**Jingwei Zhihui**”).
  - B. Jingwei Zhihui is a company registered in Beijing engaging in the business of Internet recruitment and social activities in working environment.
  - C. The Pledgor and the Pledgee entered into a Loan Agreement on March 1, 2015, pursuant to which the Pledgee extended a loan in the amount of RMB 990,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
  - D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, has been licensed by the relevant PRC government authority to carry on the business of research, development and technical consulting of computer software, etc.
  - E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) upon satisfaction of various requirements under the PRC law (the “**Option Agreement**”).
  - F. In order to ensure that (i) the Pledgor repays the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Service Agreement and License Fees under the License Agreement from Jingwei Zhihui, (iii) the Pledgor’s other obligations under the Option Agreement is fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Jingwei Zhihui, arising under or in relation to the Service Agreement, the Loan Agreement or the License Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Jingwei Zhihui under the Loan Agreement or the Service Agreement or the License Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below) held by it in Jingwei Zhihui to the Pledgee as security for the above-mentioned obligations of the Pledgor and Jingwei Zhihui (collectively, the “**Secured Obligations**”).
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In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby agree as follows:

## 1. Definitions

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 **"Pledge"** means the full content of Section 2 hereunder.

1.2 **"Equity Interest"** means all the equity interest in Jingwei Zhihui held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Jingwei Zhihui acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, as at the date hereof, the Pledgor holds 99% equity interests (amounting to RMB 990,000) in Jingwei Zhihui.

1.3 **"Event of Default"** means any event provided in Section 6 hereof.

1.4 **"Notice of Default"** means the notice of default issued by the Pledgee in accordance with this Agreement.

## 2. Pledge

2.1 The Pledgor hereby pledges, and if required, transfers and assigns all her rights, titles and interests in the Equity Interest in Jingwei Zhihui to the Pledgee as security for all of the Secured Obligations (the **"Pledge"**) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Jingwei Zhihui which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Jingwei Zhihui, and all proceeds of the foregoing (collectively, the **"Pledged Collateral"**).

The Parties understand and agree that the value of the Equity Interest pledged by the Pledgor is RMB 990,000/990,000 shares and the amount of the Secured Obligations is RMB 990,000.

2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 990,000 (the “**Maximum Amount**”) prior to the Settlement Date.

2.1.2 Upon the occurrence of any of the events below (each an “**Event of Settlement**”), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the “**Fixed Obligations**”):

- (a) any or all of the Loan Agreement, Service Agreement, License Agreement or the Option Agreement expires or is terminated pursuant to the stipulations thereunder;
- (b) an Event of Default as stipulated in Section 6 occurs and is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
- (c) the Pledgee reasonably determines (having made due enquiries) that the Pledgor and/or Jingwei Zhihui is insolvent or could potentially be made insolvent; or
- (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

2.2 For the avoidance of doubt, the day on which an Event of Settlement occurs shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.

2.3 The Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

### **3. Effectiveness, Scope and Term of Pledge**

3.1 The Pledgor shall, promptly after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.

3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable); (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full; or (c) the Pledgor completes the transfer of all Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any Equity Interest in Jingwei Zhihui (the “**Term of the Pledge**”).

#### **4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in her name, and is entitled to create a pledge on such Equity Interest.
- 4.2 Neither the Pledged Collateral nor the Pledge will be interfered with by any other pledgee at any time when the Pledgee exercises the rights under the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign her rights in and to the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor’s representative, who will execute this Agreement, has been duly authorized.
- 4.5 The Pledgor warrants that there is no pending civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action that will or may exist in the future after the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or pending legal proceedings related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party’s true intention and shall be binding upon both Parties.



## 5. Covenants of the Pledgor

5.1 The Pledgor covenants to the Pledgee that he shall:

5.1.1 not transfer or assign the Pledged Collateral, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Pledged Collateral that has been registered in her name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

5.1.2 comply with and implement laws and regulations with respect to the Pledge, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and

5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Pledged Collateral or any part of the Pledgee's rights, (ii) which may change any of the warranties, covenants or obligations made by the Pledgor under this Agreement or affect the Pledgor's performance of her covenants or obligations hereunder; or (iii) which may affect the Pledgor's performance of her obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.

5.2 The Pledgor covenants that the Pledgee's exercise of its rights under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.

5.3 The Pledgor covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration or de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notices and take or cause to be taken any other actions as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the registration with the AIC set forth in Section 3.1.

5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee as a result of such Pledgor's failure to perform or fully perform her guarantees, covenants, agreements, representations or conditions.

## 6. Events of Default

6.1 Each of the following shall constitute an Event of Default:

- 6.1.1 Jingwei Zhihui or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Service Agreement, License Agreement, Loan Agreement or Option Agreement, or any event of default (as defined and stipulated in those agreements) has occurred and is continuing;
- 6.1.2 the Pledgor makes or has made any misleading or untrue representations or warranties under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor sets forth herein;
- 6.1.5 the Pledgor is unable to perform her obligations under this Agreement due to the division or merger of Jingwei Zhihui with other third parties or for any other reason;
- 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except for the transfers or assignments permitted under the Option Agreement);
- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed as originally arranged which, in the Pledgee's reasonable view, has materially and adversely affected the Pledgor's ability to perform her obligations under this Agreement;
- 6.1.8 this Agreement is held as illegal according to any applicable laws or the Pledgor is restricted from continuing to perform her obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Jingwei Zhihui to provide online games and culture in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or

6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially and adversely affected the Pledgor's ability to perform her obligations under this Agreement.

6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or finds that any event set forth in Section 6.1 or any event that may result in the foregoing event has occurred or is occurring.

6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the Event of Default occurs or thereafter, may give a written Notice of Default to the Pledgor, and dispose the right of Pledge in accordance with Section 7 herein.

#### **7. Exercise of the Rights of the Pledge**

7.1 The Pledgor shall not transfer or assign the Pledged Collateral without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.

7.2 The Pledgee may give a notice to the Pledgor to exercise its rights of Pledge and may dispose of its rights of Pledge at any time after an Event of Settlement has occurred.

7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge when or at any time after the Pledgee gives a notice of exercise in accordance with Section 6.3.

7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of all or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Jingwei Zhihui is fully paid, repaid or otherwise settled.

7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

#### **8. Transfer or Assignment**

8.1 The Pledgor shall not donate or transfer her rights and obligations hereunder to any third party without prior written consent from the Pledgee.

8.2 This Agreement shall be binding upon the Pledgor and her successors and be effective on the Pledgee and each of its successors and assigns.

8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake all the rights and obligations of the Pledgee as if the assignee were a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.

8.4 After the Pledgee hereunder is changed as a result of a transfer or assignment, the new pledgee and the Pledgor shall execute a new equity interest pledge agreement.

## **9. Term and Termination**

This Agreement shall become effective upon executed by the Parties hereto. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

This Agreement shall not be terminated until the Term of the Pledge expires pursuant to Section 3 hereof.

## **10. Force Majeure**

10.1 If the performance of this Agreement is delayed or prevented due to an event of force majeure ("**Force Majeure**"), the affected Party shall be excused from any liability only to the extent of the delayed or interrupted performance. "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unavoidable even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geological change, floods, earthquakes, morning and evening tides, lightning or wars. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party. The affected Party who wants to be exempted from liability under this Agreement or this clause shall forthwith inform the other Party of the details concerning the exemption of liabilities and the steps that need to be taken to complete discharging such liabilities.

10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may be exempted from performing such liability only to the extent of the delayed or interrupted performance. Once causes for such exemption of liabilities are rectified and remedied, both Parties agree to do their respective efforts to resume the performance of this Agreement.

## **11. Applicable Law and Dispute Resolution**

11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation. In case no settlement can be reached through consultation, either Party may submit such dispute to China International Economic and Trade Arbitration Commission ("**CIETAC**") in Beijing for arbitration in accordance with the then current arbitration rules of CIETAC. The arbitration proceedings shall be conducted in Chinese and take place in Beijing. The arbitration award shall be final and binding upon both Parties. This section shall survive the termination or dissolution of this Agreement.

11.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any arbitration of such dispute is pending, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

## 12. Notices

Any notices or correspondences given by the Party pursuant to this Agreement shall be written in both Chinese and English and shall be delivered in person or by registered mail, postage prepaid or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**If to the Pledgee: Beijing Jingwei Sinan Information Technology Co., Ltd.**

Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing  
Fax: +86-10-64362600  
Tel: +86-10-84481818  
Attention: Liu Jian

**If to the Pledgor: Yang Jing**

Address: 1/F, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing  
Fax: +86-10-51085666  
Tel: +86-10-84481818

## 13. Appendices

The appendices to this Agreement constitute an integral part of this Agreement.

## 14. Waiver

The Pledgee's non-exercise or delay in exercise of any right, remedy, power or privilege hereunder shall not be deemed as the waiver of such right, remedy, power or privilege. Any single or partial exercise of any right, remedy, power and privilege shall not preclude the exercise of any other right, remedy, power and privilege by the Pledgee. The rights, remedies, power and privileges hereunder are cumulative and shall not preclude any other rights, remedies, power and privileges stipulated by applicable laws.

## 15. Miscellaneous

15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon executed and sealed by the Parties hereto.

15.2 In case any term or condition of this Agreement is held as illegal or unenforceable in accordance with applicable laws, such term and condition shall be deemed to be invalid and unenforceable to the extent governed by the applicable law, and the remaining stipulations shall remain valid.

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[This page is the signature page of the equity pledge agreement and contains no body text.]

**PLEDGEE: Beijing Jingwei Sinan Information Technology Co., Ltd.**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**PLEDGOR: Yang Jing**

By: /s/ Yang Jing

## EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (the “**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated March 1, 2015, by and between the following parties:

**PLEDGEE: Beijing Jingwei Sinan Information Technology Co., Ltd.**

Registered Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing  
Legal Representative: Liu Jian

*and*

**PLEDGOR: Liu Jian**

PRC Identification Card No: 310102197211124453

Residential Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. The Pledgor is a PRC citizen, and owns 1% equity interest in Beijing Jingwei Zhihui Information Technology Co., Ltd. (“**Jingwei Zhihui**”).
  - B. Jingwei Zhihui is a company registered in Beijing engaging in the business of Internet recruitment and social activities in working environment.
  - C. The Pledgor and the Pledgee entered into a Loan Agreement on March 1, 2015, pursuant to which the Pledgee extended a loan in the amount of RMB 10,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
  - D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, has been licensed by the relevant PRC government authority to carry on the business of research, development and technical consulting of computer software, etc.
  - E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) upon satisfaction of various requirements under the PRC law (the “**Option Agreement**”).
  - F. In order to ensure that (i) the Pledgor repays the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Service Agreement and License Fees under the License Agreement from Jingwei Zhihui, (iii) the Pledgor’s other obligations under the Option Agreement is fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Jingwei Zhihui, arising under or in relation to the Service Agreement, the Loan Agreement or the License Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Jingwei Zhihui under the Loan Agreement or the Service Agreement or the License Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below) held by it in Jingwei Zhihui to the Pledgee as security for the above-mentioned obligations of the Pledgor and Jingwei Zhihui (collectively, the “**Secured Obligations**”).
-

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby agree as follows:

## 1. Definitions

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge**" means the full content of Section 2 hereunder.

1.2 "**Equity Interest**" means all the equity interest in Jingwei Zhihui held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Jingwei Zhihui acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, as at the date hereof, the Pledgor holds 1% equity interests (amounting to RMB 10,000) in Jingwei Zhihui.

1.3 "**Event of Default**" means any event provided in Section 6 hereof.

1.4 "**Notice of Default**" means the notice of default issued by the Pledgee in accordance with this Agreement.

## 2. Pledge

2.1 The Pledgor hereby pledges, and if required, transfers and assigns all his rights, titles and interests in the Equity Interest in Jingwei Zhihui to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Jingwei Zhihui which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Jingwei Zhihui, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

The Parties understand and agree that the value of the Equity Interest pledged by the Pledgor is RMB 10,000/10,000 shares and the amount of the Secured Obligations is RMB 10,000.



- 2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 10,000 (the “**Maximum Amount**”) prior to the Settlement Date.
- 2.1.2 Upon the occurrence of any of the events below (each an “**Event of Settlement**”), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the “**Fixed Obligations**”):
- (a) any or all of the Loan Agreement, Service Agreement, License Agreement or the Option Agreement expires or is terminated pursuant to the stipulations thereunder;
  - (b) an Event of Default as stipulated in Section 6 occurs and is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that the Pledgor and/or Jingwei Zhihui is insolvent or could potentially be made insolvent; or
  - (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.
- 2.2 For the avoidance of doubt, the day on which an Event of Settlement occurs shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.
- 2.3 The Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

### **3. Effectiveness, Scope and Term of Pledge**

- 3.1 The Pledgor shall, promptly after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.

3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable); (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full; or (c) the Pledgor completes the transfer of all Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any Equity Interest in Jingwei Zhihui (the “**Term of the Pledge**”).

#### **4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 Neither the Pledged Collateral nor the Pledge will be interfered with by any other pledgee at any time when the Pledgee exercises the rights under the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign his rights in and to the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor’s representative, who will execute this Agreement, has been duly authorized.
- 4.5 The Pledgor warrants that there is no pending civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action that will or may exist in the future after the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or pending legal proceedings related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party’s true intention and shall be binding upon both Parties.

#### **5. Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that he shall:

- 5.1.1 not transfer or assign the Pledged Collateral, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Pledged Collateral that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
  - 5.1.2 comply with and implement laws and regulations with respect to the Pledge, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
  - 5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Pledged Collateral or any part of the Pledgee's rights, (ii) which may change any of the warranties, covenants or obligations made by the Pledgor under this Agreement or affect the Pledgor's performance of his covenants or obligations hereunder; or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's exercise of its rights under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration or de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notices and take or cause to be taken any other actions as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the registration with the AIC set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee as a result of such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.

## **6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:

- 6.1.1 Jingwei Zhihui or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Service Agreement, License Agreement, Loan Agreement or Option Agreement, or any event of default (as defined and stipulated in those agreements) has occurred and is continuing;
- 6.1.2 the Pledgor makes or has made any misleading or untrue representations or warranties under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor sets forth herein;
- 6.1.5 the Pledgor is unable to perform his obligations under this Agreement due to the division or merger of Jingwei Zhihui with other third parties or for any other reason;
- 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except for the transfers or assignments permitted under the Option Agreement);
- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed as originally arranged which, in the Pledgee's reasonable view, has materially and adversely affected the Pledgor's ability to perform his obligations under this Agreement;
- 6.1.8 this Agreement is held as illegal according to any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Jingwei Zhihui to provide online games and culture in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially and adversely affected the Pledgor's ability to perform his obligations under this Agreement.

6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or finds that any event set forth in Section 6.1 or any event that may result in the foregoing event has occurred or is occurring.

6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the Event of Default occurs or thereafter, may give a written Notice of Default to the Pledgor, and dispose the right of Pledge in accordance with Section 7 herein.

#### **7. Exercise of the Rights of the Pledge**

7.1 The Pledgor shall not transfer or assign the Pledged Collateral without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.

7.2 The Pledgee may give a notice to the Pledgor to exercise its rights of Pledge and may dispose of its rights of Pledge at any time after an Event of Settlement has occurred.

7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge when or at any time after the Pledgee gives a notice of exercise in accordance with Section 6.3.

7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of all or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Jingwei Zhihui is fully paid, repaid or otherwise settled.

7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

#### **8. Transfer or Assignment**

8.1 The Pledgor shall not donate or transfer his rights and obligations hereunder to any third party without prior written consent from the Pledgee.

8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective on the Pledgee and each of its successors and assigns.

8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake all the rights and obligations of the Pledgee as if the assignee were a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.

8.4 After the Pledgee hereunder is changed as a result of a transfer or assignment, the new pledgee and the Pledgor shall execute a new equity interest pledge agreement.

## **9. Term and Termination**

This Agreement shall become effective upon executed by the Parties hereto. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

This Agreement shall not be terminated until the Term of the Pledge expires pursuant to Section 3 hereof.

## **10. Force Majeure**

10.1 If the performance of this Agreement is delayed or prevented due to an event of force majeure ("**Force Majeure**"), the affected Party shall be excused from any liability only to the extent of the delayed or interrupted performance. "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unavoidable even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geological change, floods, earthquakes, morning and evening tides, lightning or wars. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party. The affected Party who wants to be exempted from liability under this Agreement or this clause shall forthwith inform the other Party of the details concerning the exemption of liabilities and the steps that need to be taken to complete discharging such liabilities.

10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may be exempted from performing such liability only to the extent of the delayed or interrupted performance. Once causes for such exemption of liabilities are rectified and remedied, both Parties agree to do their respective efforts to resume the performance of this Agreement.

## **11. Applicable Law and Dispute Resolution**

11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation. In case no settlement can be reached through consultation, either Party may submit such dispute to China International Economic and Trade Arbitration Commission ("**CIETAC**") in Beijing for arbitration in accordance with the then current arbitration rules of CIETAC. The arbitration proceedings shall be conducted in Chinese and take place in Beijing. The arbitration award shall be final and binding upon both Parties. This section shall survive the termination or dissolution of this Agreement.

11.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any arbitration of such dispute is pending, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

## 12. Notices

Any notices or correspondences given by the Party pursuant to this Agreement shall be written in both Chinese and English and shall be delivered in person or by registered mail, postage prepaid or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**If to the Pledgee: Beijing Jingwei Sinan Information Technology Co., Ltd.**

Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing  
Fax: +86-10-64362600  
Tel: +86-10-84481818  
Attention: Liu Jian

**If to the Pledgor: Liu Jian**

Address: 1/F, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing  
Fax: +86-10-51085666  
Tel: +86-10-84481818

## 13. Appendices

The appendices to this Agreement constitute an integral part of this Agreement.

## 14. Waiver

The Pledgee's non-exercise or delay in exercise of any right, remedy, power or privilege hereunder shall not be deemed as the waiver of such right, remedy, power or privilege. Any single or partial exercise of any right, remedy, power and privilege shall not preclude the exercise of any other right, remedy, power and privilege by the Pledgee. The rights, remedies, power and privileges hereunder are cumulative and shall not preclude any other rights, remedies, power and privileges stipulated by applicable laws.

## 15. Miscellaneous

15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon executed and sealed by the Parties hereto.

15.2 In case any term or condition of this Agreement is held as illegal or unenforceable in accordance with applicable laws, such term and condition shall be deemed to be invalid and unenforceable to the extent governed by the applicable law, and the remaining stipulations shall remain valid.

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**PLEDGEE: Beijing Jingwei Sinan Information Technology Co., Ltd.**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**PLEDGOR: Liu Jian**

By: /s/ Liu Jian



## EQUITY OPTION AGREEMENT

This Equity Option Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated May 22<sup>nd</sup>, 2014, by and between the following parties:

- (1) **PARTY A: BEIJING JINGWEI SINAN INFORMATION TECHNOLOGY CO., LTD** (the “**WFOE**”)  
Registered Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Legal Representative: Liu Jian

*and*

- (2) **PARTY B: YANG JING** (the “**Grantor**”)  
PRC Identification Card No: 310102197211124453  
Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC

(individually, a “**Party**” and collectively, the “**Parties**”)

### WHEREAS:

- A. The WFOE is a wholly foreign-owned enterprise, duly established and registered in Beijing under the laws of the PRC.
- B. The Grantor currently holds 99% of the registered capital of Beijing Jingwei Zhihui Information Technology Co.,Ltd (the “Jingwei Zhihui”), a limited liability company with a registered capital of RMB 1,000,000 (the “**Equity Interests**”).
- C. The Grantor entered into a Loan Agreement with the WFOE May 22<sup>nd</sup>, 2014(the “**Loan Agreement**”), pursuant to which the WFOE extended a loan in the amount of RMB 10,000 to the Grantor (the “**Loan**”).
- D. The Grantor has agreed to grant exclusively to the WFOE an option to acquire the Equity Interest that has been registered in his name, subject to the terms and conditions set forth below.

**THEREFORE**, through friendly negotiation based on equal and mutual benefit, the Parties agree as follows:

## SECTION 1: GRANT OF THE OPTION

### 1.1 Grant of Option

The Grantor hereby grants to the WFOE an option (the “**Option**”) to acquire all or portion of his Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and the WFOE shall make payment of such price by cancelling all or a same portion of the Loan. The Option shall become vested as of the date of this Agreement.

### 1.2 Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by the WFOE directly or through its designated representative (individual or legal person); or (2) the unilateral termination by the WFOE (at its sole and absolute discretion), by giving 30 days prior written notice to the Grantor of its intention to terminate this Agreement.

### 1.3 Consideration of Option

The Grantor acknowledges that the WFOE’s provision of the Loan to the Grantor is deemed to be the consideration for the grant of the Option, the sufficiency and payment of which have been acknowledged and recognized.

### 1.4 EFFECTIVE DATE

This Agreement shall be effective upon its being signed by the parties hereunder (“**Effective Date**”).

## SECTION 2: EXERCISE OF THE OPTION AND ITS CLOSING

### 2.1 Timing of Exercise

2.1.1 The Grantor agrees that the WFOE in its sole discretion may at any time, and from time to time after the date hereof, exercise the Option granted by the Grantor, in whole or in part, to acquire all or any portion of his Equity Interest.

2.1.2 For the avoidance of doubt, the Grantor hereby agrees that the WFOE shall be entitled to exercise the Option granted by the Grantor for an unlimited number of times, until all of his Equity Interest have been acquired by the WFOE.

2.1.3 The Grantor agrees that the WFOE may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case the WFOE shall provide written notice to the Grantor at the time the Option granted by the Grantor is exercised.

## 2.2 Transfer

The Grantor agrees that the Option grant by him shall be freely transferable, in whole or in part, by the WFOE to any third party, and that, upon such transfer, the Option may be exercised by such third party upon the terms and conditions set forth herein, as if such third party were a party to this Agreement, and that such third party shall assume the rights and obligations of the WFOE hereunder.

## 2.3 Notice Requirement

2.3.1 To exercise an Option, the WFOE shall send a written notice to the Grantor, and such Option is to be exercised by no later than ten (10) days prior to each Closing Date (as defined below), specifying therein:

2.3.1.1 The date of the effective closing of such acquisition (a “**Closing Date**”);

2.3.1.2 the name of the person in which the Equity Interests shall be registered;

2.3.1.3 the amount of Equity Interest to be acquired from the Grantor;

2.3.1.4 the type of payment; and

2.3.1.5 a letter of authorization, if a third party has been designated to exercise the Option.

2.3.2 For the avoidance of doubt, it is expressly agreed among the parties that the WFOE shall have the right to exercise the Option and elect to register the Equity Interest in the name of another person as it may designate from time to time.

## 2.4 Closing

On each Closing Date, the WFOE shall make payment by cancelling all or a portion of the Loan payable by the Grantor to the WFOE, in the same proportion that the WFOE or its designated party acquires the Equity Interest held by the Grantor.

### SECTION 3: COMPLETION

#### 3.1 Capital Contribution Transfer Agreement

Concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to the WFOE (each, a “**Transfer Agreement**”), together with any other documents necessary to give effect to the transfer to the WFOE or its designated party of all or any part of the Equity Interest upon an exercise of the Option by the WFOE (the “**Ancillary Documents**”). Each Transfer Agreement and the Ancillary Documents are to be kept in the WFOE’s possession.

The Grantor hereby agrees and authorizes the WFOE to complete, execute and submit to the relevant company registrar any and all Transfer Agreements and the Ancillary Documents to give effect to the transfer of all or any part of the Equity Interest upon an exercise of the Option by the WFOE at its sole discretion where necessary and in accordance with this Agreement.

#### 3.2 Board Resolution

Notwithstanding Section 3.1 above, concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of the VIE Company, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to the WFOE or its designated party; and

3.2.2 any other matters as the WFOE may reasonably request.

Each Resolution is to be kept in the WFOE’s possession.

#### 3.3 Waiver of Right of First Refusal

Upon the prior written request of the WFOE, the Grantor shall waive any and all of his right of first refusal or other preemptive rights provided under the PRC laws or the articles of association of the VIE Company with respect to the equity transfer conducted by any other shareholder of the VIE Company.

#### 3.4 Return of Additional Consideration

If the WFOE or any transferee designated by the WFOE is required by applicable laws or competent authorities to pay any additional consideration (i.e., the transfer price is higher than the relevant registered capital of the VIE Company corresponding to the Equity Interest being transferred) to the Grantor for its exercise of the Options, the Grantor agrees to return any and all of such additional consideration to the WFOE or such transferee as soon as possible after the completion of such equity interest transfer.

## SECTION 4: REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties

The Grantor represents and warrants to the WFOE that:

- 4.1.1 he has the full power and authority to enter into, and perform under, this Agreement;
- 4.1.2 his signing of this Agreement or fulfilling of any of his obligations hereunder does not violate any laws, regulations and contracts to which he is bound, or require any government authorization or approval;
- 4.1.3 there is no lawsuit, arbitration or other legal or government procedures pending which, based on his knowledge, shall materially and adversely affect this Agreement and the performance thereof;
- 4.1.4 he has disclosed to the WFOE all documents issued by any government department that might cause a material adverse effect on the performance of his obligations under this Agreement;
- 4.1.5 he has not been declared bankrupt by a court of competent jurisdiction;
- 4.1.6 save as disclosed to the WFOE, his Equity Interest is free and clear from all liens, encumbrances and third party rights;
- 4.1.7 he will not transfer, donate, pledge, or otherwise dispose of his Equity Interest in any way unless otherwise agreed by the WFOE;
- 4.1.8 the Option granted to the WFOE by him shall be exclusive, and he shall in no event grant the Option or any similar rights to a third party by any means whatsoever; and
- 4.1.9 the Grantor further represents and warrants to the WFOE that he owns 70% of the Equity Interest of the VIE Company. The Parties hereby agree that the representations and warranties set forth in Sections 4 (except for Section 4.1.9) shall be deemed to be repeated as of each Closing Date as if such representation and warranty were made on and as of such Closing Date.

### 4.2 Covenants and Undertakings

The Grantor covenants and undertakes that:

- 4.2.1 he will complete all such formalities as are necessary to make the WFOE or its designated party a proper and registered shareholder of the VIE Company. Such formalities include, but are not limited to, assisting the WFOE with the obtaining of necessary approvals of the equity transfer from relevant government authorities (if any), the submission of the Transfer Agreement(s) to the relevant administration for industry and commerce for the purpose of amending the articles of association, changing the shareholder register and undertaking any other changes;

- 4.2.2 he will, upon request by the WFOE, establish a domestic entity to hold the interests in the VIE Company as a Chinese joint venture partner in case the VIE Company is restructured into a foreign-invested telecommunication enterprise; and
- 4.2.3 he will not amend the articles of association, increase or decrease the registered capital, sell, transfer, mortgage, create or allow any encumbrance or otherwise dispose of the assets, business, revenues or other beneficial interests, incur or assume any indebtedness, or enter into any material contracts, except in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract).

#### **SECTION 5: TAXES**

Any taxes and duties that might arise from the execution and performance of this Agreement, including any taxes and expenses incurred by and applicable to the Grantor as a result of the exercise of the Option by the WFOE or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by the WFOE.

#### **SECTION 6: GOVERNING LAW AND DISPUTE SETTLEMENT**

##### **6.1 Governing Law**

The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

##### **6.2 Friendly Consultation**

If a dispute arises in connection with the interpretation or performance of this Agreement, the Parties shall attempt to resolve such dispute through friendly consultations between them or mediation by a neutral third party.

If the dispute cannot be resolved in the aforesaid manner within thirty (30) days after the commencement of such discussions, either Party may submit the dispute to arbitration.

6.3 Arbitration

Any dispute arising in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the parties. This article shall not be affected by the termination or elimination of this Agreement.

6.4 Matters not in Dispute

In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**SECTION 7: CONFIDENTIALITY**

7.1 Confidential Information

The contents of this Agreement and the annexes hereof shall be kept confidential. No Party shall disclose any such information to any third party (except for the purpose described in Section 2.2 and by prior written agreement among the parties). Each Party's obligations under this clause shall survive the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such disclosure by any Party shall not be deemed a violation of Section 7.1 above.

**SECTION 8: MISCELLANEOUS**

8.1 Entire Agreement

8.1.1 This Agreement constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all the parties.

8.1.2 The appendices attached hereto shall constitute an integral part of this Agreement and shall have the same legal effect as this Agreement.

## 8.2 Notices

- 8.2.1 Unless otherwise designated by the other Party, any notices or other correspondences among the parties in connection with the performance of this Agreement shall be delivered in person, by express mail, e-mail, facsimile or registered mail to the following correspondence addresses and fax numbers:

Beijing Jingwei Sinan Information Technology Co.,Ltd  
Address: Suite 505, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Fax: 86-10-64362600  
Tel : 86-10-84481818  
Addressee : Liu Jian

Yang Jing  
Address: 5/F, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Fax: 86-10-64362600  
Tel : 86-10-84481818

- 8.2.2 Notices and correspondences shall be deemed to have been effectively delivered:

8.2.2.1 at the exact time displayed in the corresponding transmission record, if delivered by facsimile, unless such facsimile is sent after 5:00 pm or on a non-business day in the place where it is received, in which case the date of receipt shall be deemed to be the following business day;

8.2.2.2 on the date that the receiving Party signs for the document, if delivered in person (including express mail);

8.2.2.3 on the fifteenth (15<sup>th</sup>) day after the date shown on the registered mail receipt, if sent by registered mail;

8.2.2.4 on the successful printing by the sender of a transmission report evidencing the delivery of the relevant e-mail, if sent by e-mail.

## 8.3 Binding Effect

This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.



8.4 Language and Counterparts

This Agreement shall be executed in two (2) originals in English, with one (1) original for each party.

8.5 Days and Business Day

A reference to a day herein is to a calendar day. A reference to a business day herein is to a day on which commercial banks are open for business in the PRC.

8.6 Headings

The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

8.7 Singular and Plural

Where appropriate, the plural includes the singular and vice versa.

8.8 Unspecified Matter

Any matter not specified in this Agreement shall be handled through mutual discussions among the parties and stipulated in separate documents with binding legal effect, or resolved in accordance with PRC laws.

8.9 Survival of Representations, Warranties, Covenants and Obligations

The respective representations, warranties, covenants and obligations of the parties, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any party, and shall survive the transfer and payment for the Equity Interest.

This Agreement has been signed by the parties or their duly authorized representatives on the date first specified above.

[The space below is intentionally left blank.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

**Beijing Jingwei Sinan Information Technology Co., Ltd**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**Yang Jing**

By: /s/ Yang Jing

[SIGNATURE PAGE TO EQUITY OPTION AGREEMENT]

## EQUITY OPTION AGREEMENT

This Equity Option Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated May 22<sup>nd</sup>, 2014, by and between the following parties:

- (1) **PARTY A: BEIJING JINGWEI SINAN INFORMATION TECHNOLOGY CO., LTD** (the “**WFOE**”)  
Registered Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Legal Representative: Liu Jian

*and*

- (2) **PARTY B: LIU JIAN** (the “**Grantor**”)  
PRC Identification Card No: 310102197211124453  
Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC

(individually, a “**Party**” and collectively, the “**Parties**”)

### WHEREAS:

- A. The WFOE is a wholly foreign-owned enterprise, duly established and registered in Beijing under the laws of the PRC.
- B. The Grantor currently holds 1% of the registered capital of Beijing Jingwei Zhihui Information Technology Co.,Ltd (the “Jingwei Zhihui”), a limited liability company with a registered capital of RMB 1,000,000 (the “**Equity Interests**”).
- C. The Grantor entered into a Loan Agreement with the WFOE May 22<sup>nd</sup>, 2014 (the “**Loan Agreement**”), pursuant to which the WFOE extended a loan in the amount of RMB 10,000 to the Grantor (the “**Loan**”).
- D. The Grantor has agreed to grant exclusively to the WFOE an option to acquire the Equity Interest that has been registered in his name, subject to the terms and conditions set forth below.

**THEREFORE**, through friendly negotiation based on equal and mutual benefit, the Parties agree as follows:

## SECTION 1: GRANT OF THE OPTION

### 1.1 Grant of Option

The Grantor hereby grants to the WFOE an option (the “**Option**”) to acquire all or portion of his Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and the WFOE shall make payment of such price by cancelling all or a same portion of the Loan. The Option shall become vested as of the date of this Agreement.

### 1.2 Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by the WFOE directly or through its designated representative (individual or legal person); or (2) the unilateral termination by the WFOE (at its sole and absolute discretion), by giving 30 days prior written notice to the Grantor of its intention to terminate this Agreement.

### 1.3 Consideration of Option

The Grantor acknowledges that the WFOE’s provision of the Loan to the Grantor is deemed to be the consideration for the grant of the Option, the sufficiency and payment of which have been acknowledged and recognized.

### 1.4 EFFECTIVE DATE

This Agreement shall be effective upon its being signed by the parties hereunder (“**Effective Date**”).

## SECTION 2: EXERCISE OF THE OPTION AND ITS CLOSING

### 2.1 Timing of Exercise

2.1.1 The Grantor agrees that the WFOE in its sole discretion may at any time, and from time to time after the date hereof, exercise the Option granted by the Grantor, in whole or in part, to acquire all or any portion of his Equity Interest.

2.1.2 For the avoidance of doubt, the Grantor hereby agrees that the WFOE shall be entitled to exercise the Option granted by the Grantor for an unlimited number of times, until all of his Equity Interest have been acquired by the WFOE.

2.1.3 The Grantor agrees that the WFOE may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case the WFOE shall provide written notice to the Grantor at the time the Option granted by the Grantor is exercised.

2.2 Transfer

The Grantor agrees that the Option grant by him shall be freely transferable, in whole or in part, by the WFOE to any third party, and that, upon such transfer, the Option may be exercised by such third party upon the terms and conditions set forth herein, as if such third party were a party to this Agreement, and that such third party shall assume the rights and obligations of the WFOE hereunder.

2.3 Notice Requirement

2.3.1 To exercise an Option, the WFOE shall send a written notice to the Grantor, and such Option is to be exercised by no later than ten (10) days prior to each Closing Date (as defined below), specifying therein:

2.3.1.1 The date of the effective closing of such acquisition (a “**Closing Date**”);

2.3.1.2 the name of the person in which the Equity Interests shall be registered;

2.3.1.3 the amount of Equity Interest to be acquired from the Grantor;

2.3.1.4 the type of payment; and

2.3.1.5 a letter of authorization, if a third party has been designated to exercise the Option.

2.3.2 For the avoidance of doubt, it is expressly agreed among the parties that the WFOE shall have the right to exercise the Option and elect to register the Equity Interest in the name of another person as it may designate from time to time.

2.4 Closing

On each Closing Date, the WFOE shall make payment by cancelling all or a portion of the Loan payable by the Grantor to the WFOE, in the same proportion that the WFOE or its designated party acquires the Equity Interest held by the Grantor.

### SECTION 3: COMPLETION

#### 3.1 Capital Contribution Transfer Agreement

Concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to the WFOE (each, a “**Transfer Agreement**”), together with any other documents necessary to give effect to the transfer to the WFOE or its designated party of all or any part of the Equity Interest upon an exercise of the Option by the WFOE (the “**Ancillary Documents**”). Each Transfer Agreement and the Ancillary Documents are to be kept in the WFOE’s possession.

The Grantor hereby agrees and authorizes the WFOE to complete, execute and submit to the relevant company registrar any and all Transfer Agreements and the Ancillary Documents to give effect to the transfer of all or any part of the Equity Interest upon an exercise of the Option by the WFOE at its sole discretion where necessary and in accordance with this Agreement.

#### 3.2 Board Resolution

Notwithstanding Section 3.1 above, concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of the VIE Company, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to the WFOE or its designated party; and

3.2.2 any other matters as the WFOE may reasonably request.

Each Resolution is to be kept in the WFOE’s possession.

#### 3.3 Waiver of Right of First Refusal

Upon the prior written request of the WFOE, the Grantor shall waive any and all of his right of first refusal or other preemptive rights provided under the PRC laws or the articles of association of the VIE Company with respect to the equity transfer conducted by any other shareholder of the VIE Company.

#### 3.4 Return of Additional Consideration

If the WFOE or any transferee designated by the WFOE is required by applicable laws or competent authorities to pay any additional consideration (i.e., the transfer price is higher than the relevant registered capital of the VIE Company corresponding to the Equity Interest being transferred) to the Grantor for its exercise of the Options, the Grantor agrees to return any and all of such additional consideration to the WFOE or such transferee as soon as possible after the completion of such equity interest transfer.

## SECTION 4: REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties

The Grantor represents and warrants to the WFOE that:

- 4.1.1 he has the full power and authority to enter into, and perform under, this Agreement;
- 4.1.2 his signing of this Agreement or fulfilling of any of his obligations hereunder does not violate any laws, regulations and contracts to which he is bound, or require any government authorization or approval;
- 4.1.3 there is no lawsuit, arbitration or other legal or government procedures pending which, based on his knowledge, shall materially and adversely affect this Agreement and the performance thereof;
- 4.1.4 he has disclosed to the WFOE all documents issued by any government department that might cause a material adverse effect on the performance of his obligations under this Agreement;
- 4.1.5 he has not been declared bankrupt by a court of competent jurisdiction;
- 4.1.6 save as disclosed to the WFOE, his Equity Interest is free and clear from all liens, encumbrances and third party rights;
- 4.1.7 he will not transfer, donate, pledge, or otherwise dispose of his Equity Interest in any way unless otherwise agreed by the WFOE;
- 4.1.8 the Option granted to the WFOE by him shall be exclusive, and he shall in no event grant the Option or any similar rights to a third party by any means whatsoever; and
- 4.1.9 the Grantor further represents and warrants to the WFOE that he owns 70% of the Equity Interest of the VIE Company. The Parties hereby agree that the representations and warranties set forth in Sections 4 (except for Section 4.1.9) shall be deemed to be repeated as of each Closing Date as if such representation and warranty were made on and as of such Closing Date.

### 4.2 Covenants and Undertakings

The Grantor covenants and undertakes that:

- 4.2.1 he will complete all such formalities as are necessary to make the WFOE or its designated party a proper and registered shareholder of the VIE Company. Such formalities include, but are not limited to, assisting the WFOE with the obtaining of necessary approvals of the equity transfer from relevant government authorities (if any), the submission of the Transfer Agreement(s) to the relevant administration for industry and commerce for the purpose of amending the articles of association, changing the shareholder register and undertaking any other changes;
- 4.2.2 he will, upon request by the WFOE, establish a domestic entity to hold the interests in the VIE Company as a Chinese joint venture partner in case the VIE Company is restructured into a foreign-invested telecommunication enterprise; and
- 4.2.3 he will not amend the articles of association, increase or decrease the registered capital, sell, transfer, mortgage, create or allow any encumbrance or otherwise dispose of the assets, business, revenues or other beneficial interests, incur or assume any indebtedness, or enter into any material contracts, except in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract).

#### **SECTION 5: TAXES**

Any taxes and duties that might arise from the execution and performance of this Agreement, including any taxes and expenses incurred by and applicable to the Grantor as a result of the exercise of the Option by the WFOE or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by the WFOE.

#### **SECTION 6: GOVERNING LAW AND DISPUTE SETTLEMENT**

##### 6.1 Governing Law

The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

##### 6.2 Friendly Consultation

If a dispute arises in connection with the interpretation or performance of this Agreement, the Parties shall attempt to resolve such dispute through friendly consultations between them or mediation by a neutral third party.



If the dispute cannot be resolved in the aforesaid manner within thirty (30) days after the commencement of such discussions, either Party may submit the dispute to arbitration.

6.3 Arbitration

Any dispute arising in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the parties. This article shall not be affected by the termination or elimination of this Agreement.

6.4 Matters not in Dispute

In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**SECTION 7: CONFIDENTIALITY**

7.1 Confidential Information

The contents of this Agreement and the annexes hereof shall be kept confidential. No Party shall disclose any such information to any third party (except for the purpose described in Section 2.2 and by prior written agreement among the parties). Each Party's obligations under this clause shall survive the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such disclosure by any Party shall not be deemed a violation of Section 7.1 above.

**SECTION 8: MISCELLANEOUS**

8.1 Entire Agreement

8.1.1 This Agreement constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all the parties.

8.1.2 The appendices attached hereto shall constitute an integral part of this Agreement and shall have the same legal effect as this Agreement.

## 8.2 Notices

8.2.1 Unless otherwise designated by the other Party, any notices or other correspondences among the parties in connection with the performance of this Agreement shall be delivered in person, by express mail, e-mail, facsimile or registered mail to the following correspondence addresses and fax numbers:

Beijing Jingwei Sinan Information Technology Co., Ltd  
Address: Suite 515, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Fax: 86-10-64362600  
Tel : 86-10-84481818  
Addressee : Liu Jian

Liu Jian  
Address: 1/F, North Building, Great Creativity Information Industry Garden, 18 Jiuxiaoqiao Middle Road, Chaoyang District  
Fax: 86-10-64362600  
Tel : 86-10-84481818

8.2.2 Notices and correspondences shall be deemed to have been effectively delivered:

8.2.2.1 at the exact time displayed in the corresponding transmission record, if delivered by facsimile, unless such facsimile is sent after 5:00 pm or on a non-business day in the place where it is received, in which case the date of receipt shall be deemed to be the following business day;

8.2.2.2 on the date that the receiving Party signs for the document, if delivered in person (including express mail);

8.2.2.3 on the fifteenth (15<sup>th</sup>) day after the date shown on the registered mail receipt, if sent by registered mail;

8.2.2.4 on the successful printing by the sender of a transmission report evidencing the delivery of the relevant e-mail, if sent by e-mail.

8.3 Binding Effect

This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

8.4 Language and Counterparts

This Agreement shall be executed in two (2) originals in English, with one (1) original for each party.

8.5 Days and Business Day

A reference to a day herein is to a calendar day. A reference to a business day herein is to a day on which commercial banks are open for business in the PRC.

8.6 Headings

The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

8.7 Singular and Plural

Where appropriate, the plural includes the singular and vice versa.

8.8 Unspecified Matter

Any matter not specified in this Agreement shall be handled through mutual discussions among the parties and stipulated in separate documents with binding legal effect, or resolved in accordance with PRC laws.

8.9 Survival of Representations, Warranties, Covenants and Obligations

The respective representations, warranties, covenants and obligations of the parties, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any party, and shall survive the transfer and payment for the Equity Interest.

This Agreement has been signed by the parties or their duly authorized representatives on the date first specified above.

[The space below is intentionally left blank.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

**Beijing Jingwei Sinan Information Technology Co., Ltd**  
(Company Seal)

By: /s/ Liu Jian  
Authorized Representative: Liu Jian

**Liu Jian**

By: /s/ Liu Jian

[SIGNATURE PAGE TO EQUITY OPTION AGREEMENT]

## Framework Purchase Agreement

This Framework Purchase Agreement (this “**Agreement**”) is entered into in Beijing, the People’s Republic of China (the “**PRC**”) on October 28, 2014 by and among:

**Party A:** Tianjin Jinhua Media Co., Ltd. (“**Jinhua**” or the “**Buyer**”), a limited liability company duly incorporated and validly existing under the PRC laws, with its registered address at Unit 2101, 21/F Block C3, Area MSD-C, 79 First Avenue, Tianjin Economic and Technical Development Zone;

**Party B:** Liu Jian, a PRC citizen, ID Card No.: 310102197211124453;

**Party C:** Huang Hui (together with Party B, the “**Original Shareholders**”), a PRC citizen, ID Card No.: 320622197212230041;

**Party D:** Beijing Wole Information Technology Co., Ltd. (“**Wole Tech**” or the “**WFOE**”), a wholly foreign owned enterprise duly incorporated and validly existing under the PRC laws, with its registered address at Room 209, No. 18 Building, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing;

**Party E:** Guangzhou Qianjun Internet Technology Co., Ltd. (“**Qianjun**” or the “**Target**”), a limited liability company duly incorporated and validly existing under the PRC laws, with its registered address at Room 802, 36 Jian Zhong Road, Tianhe District, Guangzhou;

**Party F:** RENREN INC. (“**Renren**,” together with the WFOE, the “**Guarantors**”), a company duly incorporated and validly existing under the laws of the Cayman Islands and listed on the New York Stock Exchange, with its registered address at PO Box 309, Umland House, Grand Cayman, KY1-1104, Cayman Islands.

In this Agreement, the Buyer, the Original Shareholders, the Target and the Guarantors shall be hereinafter referred to individually as a “**Party**,” collectively as the “**Parties**.”

## WHEREAS

- A. Qianjun has a registered capital of RMB 20 million, which has been fully paid up. The Original Shareholders hold in aggregate 100% equity interests in Qianjun, of which Liu Jian has contributed RMB 16 million, representing 80% equity interests in Qianjun, and Huang Hui has contributed RMB 4 million, representing 20% equity interests in Qianjun. The business scope of Qianjun is: data processing and storage service; software development, software services; computer technology development and technical services; information electronic technology service; information system integration service; research and development of network technology; design of integrated circuit; production of digital animation; design and production of game software; multi-media design services; design services of animation and derivative products; book data process technology development; cultural and entertainment brokerage; phonotape and videotape brokerage and agency; literature, art (painting) brokerage and agency; commodity information consulting services; animation (cartoon) brokerage and agency; design services for electronic products; copyright services; information technology consulting services; advertising; literary and artistic creation services; cultural and artistic consulting services; planning of literature and artistic performance and contests attended by the public and such other public interest activities; organization and planning of big events (big events mean evening parties, athletic meetings, ceremonies, artistic and model contests, art festival, movie festival and public interest performance and exhibitions, etc.; events subject to specific approvals shall be carried out only after such approvals have been obtained); planning and creative services; marketing planning services; corporate image planning services; wholesale trading of commodities (except for the commodities subject to approvals and permits); retail trading of commodities (except for the commodities subject to approvals and permits); value-added telecommunications service (the category of the business shall be subject to the value-added telecom service license); cross-region value-added telecom services (the category of the business shall be subject to the value-added telecom service license); online music services; online movie services, online animation services; online video services; online game services; the information network dissemination of audio-video programs; production of radio and TV programs (detailed business scope shall be subject to the Radio and TV Program Production and Business Operation License);
- B. Qianjun owns 100% equity interests in Beijing Wole Shijie Information Technology Co., Ltd. (a limited liability company duly incorporated and validly existing under the PRC laws, the “**Wole Shijie**” or the “**Target’s Subsidiary**”).
- C. Renren indirectly owns 100% equity interests in Wole Technology, and Wole Technology and Qianjun have entered into a series of contractual arrangements (the “**Contractual Arrangements**”) as set forth in Exhibit 5 hereof;
- D. The Buyer intends to purchase the 100% equity interests held by the Original Shareholders in Qianjun, and agrees to assume part of Qianjun’s liabilities as agreed herein (the “**Transaction**”);

- E. Qianjun owes the outstanding liabilities (the “**Group Liabilities**”) set forth in Exhibit 7 toward the WFOE, Renren or its affiliates (collectively the “**Group Creditors**”), and each of the Group Creditors intends to exempt Qianjun from part of the Group Liabilities according to the arrangements set forth in Exhibit 7;
- F. The Buyer has no intention to hold equity interests in the Target’s Subsidiary, and the Target intends to transfer 100% equity interests it holds in the Target’s Subsidiary to a third party unaffiliated with either the Target or the Buyer;
- G. The Buyer and the Original Shareholders intend to execute an equity interest transfer agreement in the form set forth in Exhibit 1 (the “**AIC Equity Transfer Agreement**”) to be submitted to the Administration for Industry and Commerce (AIC) and such other competent authority for registration procedures.

**In consideration of the above**, the Parties agree as follows upon extensive negotiations:

#### **Article 1 Target and Target Equity**

##### **1.1 Target**

1.1.1 The Parties jointly acknowledge that the Target involved in the Transaction is Qianjun (business license No.: 440106000172727, legal representative: Liu Jian);

1.1.2 Each of the Original Shareholders and Guarantors acknowledges to the Buyer that the shareholding structure of the Target up to the actual controller is as follows:

- (a) The original Shareholders hold in aggregate 100% equity interests in Qianjun, of which Liu Jian holds 80% and Huang Hui holds 20%;
- (b) Renren holds 100% equity interests in Wole Inc., a company duly incorporated and validly existing under the laws of the Cayman Islands (the “**Caymanco**”);
- (c) The Caymanco holds 100% equity interests in Wole Technology.

1.1.3 Wole Technology, Qianjun, Liu Jian and Huang Hui have executed the Contractual Arrangements set forth in Exhibit 5.

1.2 **Target Equity**. The Original Shareholders agree to sell to the Buyer, and the Buyer agrees to purchase from the Original Shareholders, 100% equity interests in Qianjun held by the Original Shareholders subject to the terms and conditions of this Agreement (the “**Target Equity**”), which shall include the 80% equity interests held by Liu Jian and 20% held by Huang Hui.

## Article 2 Transaction Price

2.1 **Total Transaction Price**. The total transaction price (the “**Transaction Price**”) shall be the RMB equivalent of US\$ 25 million, i.e. the sum of (i) the transfer price of the Target Equity (the “**Transfer Price**”) and (ii) the liabilities owed by the Target toward the Group Creditors as repaid by the Buyer on behalf of the Target (the “**Repaid Debts**”). Out of the Transaction Price, the total Transfer Price is in the amount of RMB 20 million, and the total Repaid Debts shall be the difference between the RMB equivalent of US\$ 25 million and RMB 20 million. For the avoidance of doubt, any amounts mentioned in this Article 2 shall be calculated based on the benchmark exchange rate published by the People’s Bank of China (PBOC) on the date of payment.

2.2 **Calculation Formula and Time of Payment of the Transaction Price**. The Parties agree that the Transaction Price shall be paid by the Buyer to the Original Shareholders and the Target in two instalments according to the following schedule:

2.2.1 First instalment of payment (the “**First Payment**”): including: (1) 80% of the Transfer Price (i.e. RMB 16 million) shall be paid by the Buyer to each of the Original Shareholders according to their respective percentage of the Target Equity to be transferred; and (2) 80% of the Repaid Debts shall be paid by the Buyer to the Group Creditors to repay the debts owed by the Target to the Group Creditors.

The First Payment shall be made in one lump sum to each of the Original Shareholders and the Group Creditors within 15 working days after the date on which all the precedent conditions set forth in Article 4.1.2 hereof have been satisfied, or waived by the Buyer.

2.2.2 Second instalment of payment (the “**Second Payment**”): including: (1) 20% of the Transfer Price (i.e. RMB 4 million) shall be paid by the Buyer to each of the Original Shareholders according to their respective percentage of the Target Equity to be transferred; and (2) 20% of the Repaid Debts shall be paid by the Buyer to the Group Creditors to repay the debts owed by the Target to the Group Creditors.

The Second Payment shall be made in one lump sum to each of the Original Shareholders and the Group Creditors within 15 working days after the date on which all the precedent conditions set forth in Article 4.2 hereof have been satisfied, or waived by the Buyer.



2.3 **Payment of the Transaction Price.** The Transaction Price shall be paid to the bank accounts designated by each of the Original Shareholders and the Group Creditors in writing pursuant to Article 2 hereof.

### **Article 3 Transfer and Closing of the Target Equity**

3.1 **Transfer of Target Equity.** The Parties hereby agree that the ownership of the Target Equity and any rights and interests relating to or originating from such ownership shall all be transferred to the Buyer on the date when the change registration of the Target Equity is completed with the AIC, and thereafter such ownership, rights and interests shall be enjoyed by the Buyer. The Buyer shall provide necessary assistance to complete the change registration procedures for the transfer of the Target Equity.

3.2 **Closing.** The Buyer shall make the First Payment of the Transaction Price to the Original Shareholders and the Target pursuant to this Agreement (the “**Closing**”), the date on which the First Payment is made being the closing date (the “**Closing Date**”). The Buyer shall complete the Second Payment after the Closing as provided in the above Article 2.2.2.

### **Article 4 Closing Conditions and Post-Closing Obligations**

#### **4.1 Closing Conditions**

4.1.1 **General Precedent Conditions.** Unless waived by the Buyer in writing, the Buyer’s performance of its obligation to make the First Payment hereunder shall be conditional upon and subject to the satisfaction of all the following conditions:

- (1) as of the date when the First Payment is made, the Target and its business having been operated in the ordinary course, other than the adjustments to its business, assets and employees made pursuant to this Agreement; no events or circumstances have occurred to the Target (including without limitation, in respect of its financial situation, performance, general operation situation or equity/shares) that have been known or may be expected to have material adverse effect on the Transaction, and no material adverse changes have occurred to the assets, business operations, financial and staff situation of the Target;
- (2) there being no pending or threatened legal, regulatory or government proceedings, disagreements, claims for compensation or such other claims that may prohibit, affect, restrict, interfere or prevent the consummation of the Transaction;

- (3) there being no effective laws or regulations that prohibit, affect, restrict, interfere or prevent the consummation of the Transaction, or otherwise bring negative impact on all or substantial portions of the rights and ability of the Target to own, operate or control its business or assets (except for the matters already disclosed in the Disclosure Schedule set forth in Exhibit 14);
- (4) the Original Shareholders having taken obtained all necessary internal and external consents and authorizations duly approving the execution, delivery and performance of this Agreement and the consummation of the Transaction contemplated hereunder, and each of the Original Shareholders having waived in writing any right of first refusal they may have with respect to the Target Equity; and
- (5) as of the date when the First Payment is made, the representations and warranties made by the Original Shareholders, Qianjun and the Guarantors being all true, accurate and complete, and they have performed and complied with any of their respective obligations and covenants hereunder.

4.1.2 **Conditions precedent to First Payment.** Subject to the satisfaction of the general precedent conditions provided in Article 4.1.1, the Buyer's obligation to make the First Payment shall also be subject to and conditional upon the satisfaction, or waiver in writing by the Buyer, of each of the following conditions:

- (1) **Due Execution.** Each of the Parties having duly executed this Agreement;
- (2) **Termination of Contractual Arrangements.** All the Contractual Arrangements executed by and among the Target, the Original Shareholders, Wole Technology and such other relevant parties with respect to the control of the equity interests of the Target having been terminated, including without limitation the equity option agreement, the equity pledge agreement, the exclusive service agreement (if any), etc., and the Buyer shall have been provided with the executed version of the termination agreements for the Contractual Arrangements as set forth in Exhibit 6 and to the satisfaction of the Buyer;
- (3) **Deregistration of Equity Pledge.** The equity pledge created by the Target for the benefits of Wole Technology as the pledgee having been released, and the equity pledge deregistration notice issued by the AIC shall have been obtained;

- (4) **Disposal of Group Liabilities.** The Letter of Acknowledgement on Disposal of the Group Liabilities set forth in Exhibit 7 hereof having been executed by and among Beijing Thousand Oaks Netscape Technology Development Co., Ltd. (“**Thousand Oaks Netscape**”), the Target, the Original Shareholders, the Guarantors and the Buyer;
- (5) **New AOA.** The Target having adopted a new articles of association (the “**New AOA**”) in a form and substance as set forth in Exhibit hereof, and having provided the Buyer with the New AOA affixed with the company chop;
- (6) **AIC Change Registration.** The Original Shareholders having submitted to the competent AIC the executed AIC Equity Transfer Agreement as set forth in Exhibit 1 and the application documents for changing the directors, managers, supervisors and legal representative of Qianjun as required by the Buyer, having completed the AIC change registration and filing procedures for the said equity transfer and related matters, and having provided the Buyer with relevant proving documents;
- (7) **Mutual Service Agreement for Transitional Period.** The Target having entered into the mutual service agreement for transitional period as set forth in Exhibit 9 hereof with Wole Technology, Thousand Oaks Netscape and the Buyer;
- (8) **Business Cooperation Agreement.** The Target having entered into the business cooperation agreement as set forth in Exhibit 10 hereof with Wole Technology, Thousand Oaks Netscape and the Buyer;
- (9) **Transfer of Target’s Subsidiary.** The Target having entered into the equity interest transfer agreement with a third party unaffiliated with the Target or the Buyer, to transfer 100% equity interests of the Target’s Subsidiary held by the Target to such third party, and having completed the AIC registration procedures with respect thereto;
- (10) **Financial Statement.** The Buyer having received the authentication report of Qianjun on its annual tax declaration of enterprise income tax for the year 2013, and the unaudited financial statements for the period from January 1, 2014 to September 30, 2014, both submitted by the Target and issued by an auditing firm acceptable by the Buyer (collectively the “**Financial Statements**”);
- (11) **Provision of Information.** Upon the request of the Buyer, the Original Shareholders, the Target and the Guarantors having provided the Buyer with all the information requested by the Buyer and its advisors for conducting financial, business and legal due diligence investigations on the Target;

(12) **Handover of Assets and Materials.** The Guarantors, the Original Shareholders and the Buyer shall take over each of the existing assets (please refer to the list of assets set forth in Exhibit 8) of the Target one by one, and the Guarantors and the Original Shareholders shall have handed over to the Buyer the assets listed in Exhibit 8 and the certificates, agreements, managerial information and such other documents relating to such assets, including without limitation list of copyrights for video programs, domain name registration certificates, domain name management information, trademark registration certificate, trademark application acceptance notice, application documents for trademark registration, computer software copyright certificates, etc. In addition, on the date when the change registration of the Target has been completed at the AIC, the Guarantors, the Target and the Original Shareholders shall have handed over the following materials to the person designated by the Buyer in writing: (1) all permits relating to the business operations of the Target, common seal, seals for contractual purposes, financial seals, bank account details, materials relating to normal purchase of invoices and tax declaration and other tax declaration related materials, including without limitation those set forth in the list of handed over documents in Exhibit 11; and (2) the originals of all contracts and such other relevant contracts executed by the Target, including without limitation the business contracts, labor contracts, service agreements, etc.;

(13) **Condition Satisfaction Certificate.** The Original Shareholders, Qianjun and the Guarantors having jointly executed and issued to the Buyer a condition satisfaction certificate as set forth in Exhibit 4 hereof, acknowledging that all conditions precedent to the making of the First Payment under Articles 4.1.1 and 4.1.2 have been satisfied.

4.2 **Post-Closing Obligations.** After the completion of the Closing and subject to the satisfaction, or the waiver in writing by the Buyer, of each of the following conditions within 18 months upon the date hereof, the Buyer shall complete the Second Payment. If any of the following conditions fails to be satisfied in such 18-month period, the Original Shareholders, Guarantors and the Buyer may negotiate in good faith to agree upon a longer period or another plan, and the Buyer may not need to make the Second Payment until each of the following conditions has been satisfied; provided that: (i) if such failure in satisfaction is not caused by a fault of the Original Shareholders or the Guarantors, the Buyer shall make the Second Payment after such conditions are satisfied; (ii) if such failure in satisfaction is caused by a fault of the Original Shareholders or the Guarantors, the Buyer shall be entitled to make the Second Payment after deducting therefrom the actual loss thus suffered by the Buyer after such conditions are satisfied:

- 4.2.1 **First Payment.** The conditions precedent to the making of the First Payment having all been completed;
- 4.2.2 **Transfer of Woxiu.** The Guarantors shall have transferred the business of the website of Woxiu (<http://www.woxiu.com>, “**Woxiu**”) from Qianjun to a third party unaffiliated with Qianjun in a manner agreed in the mutual service agreements for transitional period as set forth in Exhibit 9; if the mutual service agreements for transitional period fails to stipulate the manner of such transfer, the transfer shall be completed in such other manner separately entered into by the Parties, and the Guarantors shall make sure that Woxiu and its business entity shall file an application to relevant competent authority with respect to the operating qualifications registered under the name of Qianjun within one month after the Closing of this Agreement, and shall provide the Buyer with the proof evidencing that such application has been duly submitted, including the application for domain name filing and Internet cultural business license. the Guarantors shall make sure that as of the date hereof, any liabilities and obligations arising from the business relating to Woxiu shall be assumed by Renren, and the Guarantors shall indemnify Qianjun, the Buyer or the affiliates thereof, jointly and severally, for any liabilities and obligations arising from the business relating to Woxiu at any time (including any time prior to the execution hereof).
- 4.2.3 **Government Approvals.** This Agreement (and any documents executed pursuant to this Agreement) and all transactions hereunder shall have obtained all necessary government approvals, registrations and filings, including without limitation:
- (a) **Shareholder Change Registration for Audio-Video Program License.** The State Administration of Press, Publication, Radio, Film and Television (“**SAPPRFT**”) having issued approvals with respect to the shareholder change of the License for Information Network Dissemination of Audio-Video Programs (the “**Audio-Video Program License**”), and Qianjun shall have complete the record filing with SAPPRFT in respect of the change of its legal representative;
  - (b) **Telecom Business License.** Qianjun shall have obtained the approval from Guangdong Communications Administration and Ministry of Industry and Information Technology with respect to the change in its equity interests, and have obtained the newly issued Value Added Telecom Business License (Guangdong province) and Value Added Telecom Business License (national) (collectively the “**Telecom Business License**”);

- (c) **Internet Cultural Business License.** Qianjun having handled the change registration procedures for Internet Cultural Business License at Department of Culture of Guangdong Province with respect to its equity change;
  - (d) **Radio and TV Program Production and Business Operation License.** Qianjun having obtained the approval from the Press, Publication, Radio, Film and TV Administration of Guangdong Province with respect to its change of legal representative and shareholders;  
**Qualification Certificate for Internet Drug Information Services.** Qianjun having obtained the approval from Guangdong Food and Drug Administration with respect to its change of legal representative and such other matters;
  - (e) **Other Approvals.** The Target having completed the change registration procedures for Social Insurance Registration Certificate, Organization Code Certificate, Tax Registration Certificate and opening of housing fund, and such other procedures that should be completed as a result of the equity change and such other matters hereunder.
- 4.2.4 **Business and Asset Transfer.** The Original Shareholders and the Guarantors shall deliver the assets and business that the Buyer requires to be used in operating 56.com from Wole Technology, Wole Shijie or Thousand Oaks Netscape (an affiliate of Renren) Shanghai Branch to Qianjun, and the Buyer will provide necessary assistance for accepting such assets and business. The Buyer will propose detailed handover plan to the Original Shareholders and the Guarantors during the period from the date hereof to the Closing Date; before the Buyer provides the handover plan, the Original Shareholders and the Guarantors need to do their best to assist the Buyer in reviewing relevant assets and business and formulating the handover plan.
- 4.2.5 **Condition Satisfaction Certificate.** The Original Shareholders, Qianjun and the Guarantors having jointly executed and issued to the Buyer a condition satisfaction certificate as set forth in Exhibit 4 hereof, acknowledging that all conditions precedent to the making of the Second Payment under Articles 4.2 have been satisfied.

## Article 5 Representations and Warranties

5.1 **Representations and Warranties of the Original Shareholders, the Target and the Guarantors.** Except those disclosed in the Disclosure Schedules of Exhibit 14, the Original Shareholders, the Target and the Guarantors hereby severally and jointly represent and warrant to the Buyer that as of the date hereof and as of the Closing Date:

- (1) **Organization and Creditability.** Qianjun is a limited liability company duly incorporated and validly existing under the PRC laws, with its registered capital being fully paid up and it has good credit status; Qianjun is qualified to conduct all businesses stated in its business license according to the PRC laws. All business qualifications owned by Qianjun are listed in Exhibit 3 List of Business Qualifications. Wole Shijie is a limited liability company duly incorporated and validly existing under the PRC laws, with its registered capital being fully paid up and it has good credit status; Wole Shijie is qualified to conduct all businesses stated in its business license according to the PRC laws. Qianjun lawfully holds 100% of equity interests in Wole Shijie, and such equity interests are free of any encumbrances, and there exist no pending, threats or potential disputes, claims, prosecution, arbitration, enforcement, administrative procedures or other legal proceedings in any aspects on such equity interests.
- (2) **The Legal Rights of the Original Shareholders on the Target.** The Original Shareholders collectively hold 100% of equity interests in Qianjun, in which Liu Jian holds 80% and Huang Hui holds 20%; The Original Shareholders are the only rightful owner of the above mentioned equity interests, who have the right to transfer the target equity interests. In addition to this Agreement (including its Exhibits) and the articles of association of Qianjun, the Original Shareholders have not reached any written or oral agreements, contracts or other conventions on Qianjun's equity interests (including the Target Equity), voting right, Shareholders' rights, rights of disposition, rights of control or transfer of income, or such agreements, contracts or other conventions (if any) have been terminated.
- (3) **No Defects.** In addition to the equity pledge and stock purchase right under the Contractual Arrangements, all equity interests of Qianjun (including the Target Equity) do not exist any encumbrances, and such equity interests do not, in any aspects, exist any pending, threats or potential disputes, claims, prosecution, arbitration, enforcement, administrative procedures or other legal proceedings.
- (4) **No Barriers.** There is no existence of any matters that may result in any delay, restriction or impediment to the performance of the Original Shareholders, Qianjun and the Guarantors under this Agreement.

- (5) **Authorization; Effectiveness.** The Original Shareholders, Qianjun and the Guarantors have all necessary powers and rights to execute this Agreement and perform the duties hereunder; The Original Shareholders, Qianjun and the Guarantors have appropriately obtained all company authorizations and other applicable governmental, statutory, administrative or other consent, permit, waiver or immunity to execute and perform the duties under this Agreement; Upon its effectiveness, this Agreement will constitute a legal, valid and binding document among the Original Shareholders, Qianjun and the Guarantors and is compulsorily executed to the Original Shareholders, Qianjun and the Guarantors.
- (6) **Conflict-free.** Both the execution and delivery of the Original Shareholders, Qianjun and the Guarantors, and their performance under this Agreement will not: (a) result in any violation of the PRC laws; (b) conflict with the articles of association or other organizational document of Qianjun, Wole Visual or Wole Tech; (c) result in any violation of agreements or documents with the Original Shareholders, Qianjun and the Guarantors being one party, or constitute a breach of agreements with the Original Shareholders, Qianjun and the Guarantors being one party or other binding documents; (d) result in violation of any conditions that Qianjun requires to obtain any license or grant and/or renew of any permit; (e) result in any of Qianjun's licenses or permits being suspended, revoked or subjoin conditions.
- (7) **Licenses and permits.** Qianjun have obtained all necessary or appropriate licenses (including but not limit to governmental approval) and permits it requires to conduct any of its current businesses; Each item of these licenses and permits is fully valid and binding, qualified passes all kinds of examinations the government required for these licenses and permits such as annual inspection, does not exist any suspension, rescission, revocation, cancellation, restriction or violation of any pending administrative or other procedures of the above mentioned licenses and permits; In addition to the information disclosed in Exhibits 14 Disclosure Schedules, Qianjun does not receive any governmental notice in written or oral forms, to inform that it violates any regulations under these licenses and permits (except for the violations that has been settled and did not cause subsequent adverse impacts on Qianjun), and Qianjun does not exist any fine or penalty that related to the above mentioned licenses and permits or any fine or penalty that should be paid but unpaid by the Target due to violation of the above mentioned licenses and permits.
- (8) **Financial information.** The Original Shareholders have provided the Buyer with Qianjun's financial report, including balance sheets, statements of cash flows and statements of loss/income. The financial information of the Company and each of its subsidiaries disclosed in the financial reports is true, accurate and complete as of their dates, respectively, and is in accordance with US GAAP.



- (9) **No undisclosed debt.** The financial report includes the complete and accurate description of all the loan, debt, liabilities and guarantee incurred or reasonably expected to incur by Qianjun as of the signing date, including but not limited to any outstanding loan/borrowing by Qianjun from any of the Original Shareholders and/or any third party, and any third-party guarantee made by Qianjun for any of the Original Shareholder or any third-party liabilities or their interest; except for the debt reflected in the financial report, there is no any other actual or contingent liabilities against or in relation to Qianjun or its assets and properties, or could affect Qianjun or its assets and properties, such liabilities do not include any single debt incurred in the ordinary course of business with an amount less than RMB50,000 or an aggregate amount no more than RMB150,000; further, Qianjun is not a guarantor, party to compensate, promisor or any other obligor on any liabilities of the Original Shareholder, Guarantors or any third-party. Among these, all the group debt undertaken by Qianjun to the Original Shareholders, Guarantor and their respective affiliates as shown in Exhibit 7 Confirmation Letter of Group Debt, after the Buyer makes the payment to the group creditor to settle the debt owed by the Target to the group creditor pursuant to Article 2.2 of this Agreement, Qianjun owes no outstanding debt to each of the Guarantors and their affiliates.
- (10) **Non-compete.** Except for the interest in Qianjun, the Original Shareholders and Guarantor and their respective affiliates do not directly or indirectly engage in the business that competes with Qianjun's primary business, nor do they directly or indirectly control other companies that engage in the business that competes with Qianjun's primary business or have interest in such companies.
- (11) **Disclosure.** All the important documents, representations and information in relation to the transactions contemplated hereunder owned by the Original Shareholders or the Target and their affiliates have been truly, accurately and thoroughly disclosed to the Buyer, and the documents provided by them to the Buyer previously do not include any misrepresentation on the important facts.
- (12) **No Winding-up.** No order has been made or proceedings commenced or resolution passed for the winding up of Qianjun. There is no mortgage, enforcement of court decision or subpoena against Qianjun's assets. Qianjun is not in a situation where it is unable to repay any debt payable.

- (13) **Taxes and fees.** Qianjun has fully paid the taxes and fees payable that become due as required by the state and local tax authorities. Qianjun is not in a situation where it is required to pay any additional taxes and fees. Qianjun has not been punished for violating the relevant tax laws, rules and regulations.
- (14) **Tangible personal properties.** Qianjun legally possesses, owns, or legally leases or pursuant to legally binding documents is entitled to use all the tangible personal properties in the course of its business, including all the tangible personal properties reflected in the financial report (“**Tangible Personal Properties**”); all Tangible Personal Properties are not subject to any encumbrances and are under normal operating conditions (except for normal wear and tear); the use of the Tangible Personal Properties is complied with PRC laws in all aspects.
- (15) **Immovable properties.** Qianjun does not own any title of immovable properties.
- (16) **Intellectual properties.** Exhibit 8 completely sets out the assets owned by Qianjun (including Tangible Personal Properties and intellectual properties); Qianjun has ownership and the full right to use the intellectual properties held by Qianjun or is necessary for its current business or in relation to its business (“**Company's Intellectual Properties**”) and is not subject to the impact or restriction of any encumbrance; Qianjun has not permit or authorize any third party to use any Company's Intellectual Properties; except for the information disclosed in Exhibit 14 Disclosure Schedules, prior to the Closing Date, Qianjun is not a party to any ongoing or pending court or arbitration proceedings in relation to intellectual property infringement.
- (17) **Legal and administrative actions.** There is no pending or threatened legal or administrative actions against or could affect Qianjun or its assets, rights, license holder qualifications, operation or business; there is no incident, circumstance or situation that could directly or indirectly leads to the commencement of such legal or administrative actions, or serves as grounds of uch legal or administrative actions; Qianjun has been and is complied with all the laws and regulations applicable to its business operation or asset management; no incident, circumstance or situation occurred that is reasonably expected to constitute or directly/indirectly lead to the violation of any of the foregoing laws and regulations; Qianjun has never received any notice of non-compliance from any party (including any government administrative departments).
- (18) **Compliance with laws.** Qianjun has never violated any PRC laws, including but not limited to any laws in relation to the Company's business oepration, tax or its employee tax.

- (19) **Employee arrangement.** Exhibit 12 sets out the information of all the employees with Qianjun and 56.com, including but not limited to their names, employers, date of commencement of work, place of work and whether they are key employees. As to the other employees set out in Exhibit 12 that are not in employment relation with Qianjun, the Buyer shall confirm the list of employees that will be retained by Qianjun or any other affiliate designated by the Buyer and the list of employees that will not be retained no later than December 31, 201. Renren Inc. and/or the Original Shareholders shall make sure that over 70% of the key employees that will be retained (“**Key Employees to be Retained**”) enter into form employment agreement designated by the Buyer with Qianjun or any other affiliate designated by the Buyer, and the compensation and benefits stipulated in such employment agreement shall not be lower than the compensation and benefits granted to such Key Employees to be Retained before they enter into employment agreement with Qianjun or any other affiliate of the Buyer. As to the employees who are not with Qianjun and will not be retained by the Buyer, Renren Inc. and/or the Original Shareholders shall assist the Buyer in completing the relevant legal formalities to dismiss the employment relation with such employees. Before the Buyer makes the decision, the compensation to be granted to the other employees who are not with Qianjun, and after the Buyer makes the decision, the monetary compensation and other necessary expenses incurred by the affiliate of Renren Inc. in dismissing the employment relation with the employees who are not with Qianjun, shall be borne by the Buyer.
- (20) **General matters in relation to employees.** Qianjun has entered into formal written employment agreements with all of its employees, and signed non-compete agreements, intellectual property assignment and confidentiality agreements with the key employees who have access to any of the Company's Intellectual Properties; Qianjun is in full compliance with all the relevant legal requirements in relation to recruiting or engaging the employees, including but not limited to all the PRC legal requirements on employment agreement, wages, working hours, health and safety, statutory social insurance benefits and hiring foreign employees, etc; there is no any pending labor dispute or legal proceeding against Qianjun or could affect Qianjun; no employee is entitled to an early termination of the employment or engagement arrangement with the Company. Qianjun does not have (or intend to adopt) any share incentive plan, share option plan or profit distribution, bonus, commission or other incentive plan for all or any of its directors or employees.

- (21) **Material contracts.** Qianjun has provided the Buyer with all the important business, asset and financing contracts in relation to its business operation (collectively “**Material Contracts**”); all the Material Contracts are legal, valid, binding and enforceable to the parties thereto, and Qianjun and other parties to the Material Contracts have never breaches the contracts in the course of performing their contractual obligations.
- (22) **Connected transactions.** All the connected transaction conducted by Qianjun are in compliance with PRC laws and the generally accepted business principles.
- 5.2 **The Buyer's representations and warranties.** The Buyer makes the following representations and warranties to the Original Shareholders and Guarantors that during the signing date of this Agreement and the payment date of the second installment (including the signing date and the Closing Date) :
- (1) **Organization and existence.** The Buyer is a limited liability company duly incorporated and validly existing under the PRC law, and is in good standing.
  - (2) **Power and authority.** The Buyer has the requisite capacity and authority to execute this Agreement and to perform its obligations hereunder. The Buyer has appropriately and legally obtained the requisite Company's authorization and all the other applicable governmental, statutory, administrative or other approval, license, waiver or exemption that permits the Buyer to execute this Agreement and to perform its obligation hereunder. Once this Agreement takes effect, it shall become a legal, valid and binding document to the Buyer and the Buyer can be enforced to perform the obligations under this Agreement pursuant to its terms.
  - (3) **No impediment.** There is no such incident that will cause or is likely to cause any delay, restriction or impediment in the Buyer's performance of the obligations under this Agreement.
  - (4) **No conflict.** Neither the execution and delivery of this Agreement by the Buyer, nor the performance of the obligations under this Agreement by the Buyer will: (a) leads to the violation of any PRC laws; (b) conflict with the Buyer's articles of association or other organizational documents; (c) result in breach of any contract or documents to which the Buyer is a party or which is binding to the Buyer, or constitute default under any contract or documents to which the Buyer is a party or which is binding to the Buyer.
  - (5) **Legitimate source of funds.** All the funds the Buyer uses in this acquisition are legally sourced.

5.3 **Persistence of representations and warranties.** Any representations and warranties under this Agreement and submitted pursuant to this Agreement shall continue to be valid after the signing of this Agreement and the completion of the transfer of the target equity interest contemplated under this Agreement.

#### **Article 6 Covenants**

6.1 **Covenants as of the Closing Date.** Each of the Original Shareholders, Qianjun and Guarantors, jointly and severally, covenant to the Buyer that:

- (1) from the date hereof to the date of the First Payment, unless otherwise expressly provided herein or agreed by the Buyer in writing, Qianjun shall and the Original Shareholders and the Guarantors shall cause Qianjun to: (a) operate business consistent with past practices and prudent business practices in the ordinary course of business, (b) maintain sufficient working capital to ensure the business operation of Qianjun, (c) use its best efforts to maintain all the assets for the interests of Qianjun, and (d) maintain its relationship with its suppliers, customers, business partners and employees.
- (2) without limiting the foregoing, without the prior written consent of the Buyer, Qianjun shall not, and the Original Shareholders and Guarantors shall cause Qianjun not to:
  - (a) take any actions that may be reasonably expected to result in the failure of any of the conditions precedent to the Closing set forth in Article 4 to be satisfied as of the Closing Date;
  - (b) conduct any acts/omissions that could materially and adversely affect Qianjun's business operation and asset value;
  - (c) sell, transfer, mortgage or otherwise dispose of any legal or beneficial interest in any of Qianjun's assets (including tangible and intangible assets), business or income, or create or allow to be creates any other encumbrance on any of its assets;
  - (d) merge with, acquire assets from, or invest in any other person;
  - (e) incur, inherit or assume any debt, excluding the debt incurred during normal or ordinary course of business (excluding the debt generated by borrowing or contingent liabilities incurred by providing guaranty);
  - (f) enter into any material contract (for the purpose of this paragraph, a contract with a value exceeding RMB 500,000 or relating to the company's intellectual property rights shall be deemed as a material contract);

- (g) increase the salary of an individual employee by over 30%, which causes the annual salary of such employee to exceed RMB 100,000 after the pay rise;
- (h) formulate or adopt any new benefits plan; or
- (i) distribute any dividends in any form to any of the shareholders of Qianjun.

To avoid affecting the normal operation of the company, where any of the foregoing events happens, either the Original Shareholders or Qianjun shall apply in writing to the Buyer, and shall conduct such actions only after obtaining the Buyer's written approval. However, whether the Buyer approves or not, the Buyer shall make a decision within 3 working days after receiving the application, and give written notice to the applicant; where the applicant does not receive written notice within 3 working days after making the application, it shall be deemed that the Buyer has given its approval.

- 6.2 **Further Assurances.** The Original Shareholders, Qianjun, Guarantors and the Buyer agree to take all actions and execute all documents and instruments as are reasonably necessary for implementation of any term of this Agreement (including but not limited to the satisfaction of all the Closing Conditions and post-Closing Obligations).
- 6.3 **Assistance.** The Original Shareholders, Qianjun and Guarantors shall take all necessary actions to procure the consummation of the transactions contemplated under this Agreement.
- 6.4 **No Negotiations.** After this Agreement takes effect, except for the discussion in relation to the transactions contemplated under this Agreement, none of the Original Shareholders, Qianjun and Guarantors shall, directly or indirectly through any affiliates, consultants, representatives, senior employees, directors, agents or any other parties, make, solicit, initiate or encourage any person (including any senior staff or employees) to submit any proposal or offer relating to the merger, consolidation, acquisition of Qianjun or Qianjun's equity interest or the purchase of any material asset of Qianjun ("**Transaction Proposal**"). In addition, the Original Shareholders, Qianjun and Guarantors shall immediately cease or cause to be ceased all the ongoing contracts or negotiations relating to the Transaction Proposal. However, where the closing hereunder fails to be completed within six months after this Agreement takes effect, this clause shall lose effect automatically.

6.5 **Non-compete.** After the completion of the Transaction, the Original Shareholders shall cease to possess any interest in or hold any position at Qianjun directly or indirectly. Within 3 years after the execution of this Agreement, 1) none of the Original Shareholders, Guarantors and their respective affiliates shall directly or indirectly engage, in any way, in any business that is the same as, similar to or competes with the business of Qianjun, whether alone or together with or through any other party; 2) none of the Original Shareholders, Guarantors and their respective affiliates shall directly or indirectly dismiss, or solicit, initiate or encourage the dismissal of, the employees of Qianjun; 3) none of the Original Shareholders, Guarantors and their respective affiliates shall directly or indirectly engage, in any way, influence, solicit, initiate or encourage the customers of Qianjun to depart or cooperate with other party.

#### **Article 7 Taxes and Expenses**

7.1 Any expenses incurred by the Target, the Original Shareholders and the Guarantors arising from the transactions hereunder, including without limitation the costs of the financial advisors retained by the Target, shall be borne by the Original Shareholders and/or the Guarantors. Any expenses incurred by the Buyer arising from the transactions hereunder, including without limitation the professional service fee and other costs in connection with the execution of this Agreement and other transaction documents of the Transaction, and the financial, legal and business due diligence investigations and negotiations conducted by the accountants and lawyers retained by the Buyer for the Transaction, shall be borne by the Buyer. If the Transaction fails to be consummated for reasons attributable to the Buyer, then the relevant expenses already incurred for consummation of the Transaction shall be borne by each Party itself.

7.2 The Parties shall each bear any taxes and fees it should bear for the transactions hereunder in accordance with the applicable laws; the Buyer shall be entitled to withhold and pay the individual income tax payable by the Original Shareholders with respect to the transfer of the Target Equity in accordance with the PRC laws and regulations.

#### **Article 8 Liabilities for Breach**

8.1 In case any Party is in breach of any of its warranties, agreements or other provisions hereunder, or any of the representations made by a Party is untrue, which causes any expenses, liabilities or losses to another Party (including without limitation any loss of expected profit that can be proved by such another Party with specific and reasonable evidences), then such party in breach or making the untrue representation shall indemnify such another Party for any such expenses, liabilities or losses (including without limitation any interest and lawyer's fee lost or paid by such another Party arising from the acts of such breaching Party). Such indemnities shall be equivalent to the actual losses suffered by such another Party arising from the breach or any misrepresentation.

8.2 Except as provided in Article 4.2.2 hereof, the Original Shareholder and the Guarantors shall be jointly responsible for all their obligations and liabilities hereunder; the Buyer shall be entitled to require any one or more of the Original Shareholders and the Guarantors to assume liabilities for compensation and to directly deduct such compensation from the subsequent payable amounts at the breach of such Original Shareholders and/or Guarantors.

#### **Article 9 Governing Law and Dispute Resolution**

This Agreement shall be interpreted according to the PRC laws. The Parties shall first resort to amicable negotiations to resolve the discrepancy and conflicts between the Parties for any disputes arising from this Agreement; in case the negotiations fail, such dispute shall be submitted to China International Economic and Trade Commission in accordance with the then-effective arbitration rules at the application for such arbitration. The arbitration shall take place in Beijing and the arbitral proceedings shall be conducted in Chinese. The arbitral award is final and binding upon all the Parties.

#### **Article 10 Indemnification**

10.1 The Original Shareholders and the Guarantors hereby agree and undertake to indemnify and hold harmless the Target and/or the Buyer from and against any claims, liabilities, obligations, damages, losses, judgments, legal actions, litigations, proceedings, arbitrations, levies, fees, loss and expenditures (including without limitation the litigation costs and reasonable lawyer's fees to the extent stipulated by the State) suffered or assumed arising from the breach, misrepresentation, false covenants, non-performance or non-compliance, by any of the Original Shareholders, Guarantors or the Target, with this Agreement (including any exhibits hereof) or any representations, warranties, covenants or other obligations or agreements regarding the Original Shareholders, the Target and the Target Equity. The Buyer shall be entitled to directly deduct the amount of such indemnification from any amounts payable to the Original Shareholders and the Group Creditors with respect to the losses suffered by the Target.



10.2 The Original Shareholders and the Guarantors hereby agree and covenant that whether or not disclosed to the Buyer and other than those to be assumed by the Target with the written consent of the Buyer, the Original Shareholders and the Guarantors shall indemnify and hold harmless the Target and/or the Buyer from and against any and all losses arising out of the debts, obligations or liabilities relating to the Original Shareholders, the Target and/or the Target Equity on or prior to the Closing Day, or any ongoing, pending or threatened claims, liabilities, obligations, damages, losses, judgments, legal actions, litigations, proceedings, arbitrations, levies, fees, loss and expenditures (including without limitation the costs and reasonable lawyer's fees incurred or paid by the Target and/or the Buyer for enforcement of the indemnification provided hereunder) faced or assumed by the Target and/or the Buyer for any reason whatsoever, or initiated by any third party against the Target and/or the Buyer with respect to the Target Equity purchased by the Buyer pursuant to this Agreement, including without limitation all absolute or contingent debts, liabilities or claims existing, incurred or generated by the Original Shareholders and the Target prior to the Closing Date, or though incurred after the Closing Date yet for reasons attributable to the Original Shareholders or the Target prior to the Closing Date, or existing, incurred or generated by the Target and/or the Target Equity or relevant contracts, products and services, no matter when raised, together with all expenses and reasonable lawyer's fees associated therewith, or the diminution of value of the Target Equity due to the creation of security thereon prior to the Closing Date. The Buyer shall be entitled to directly deduct the amount of such indemnification from any amounts payable to the Original Shareholders and the Group Creditors with respect to the losses suffered by the Buyer and the Target.

#### **Article 11 Miscellaneous**

- 11.1 **Effectiveness.** This Agreement shall take effect upon duly executed by the Parties and approved by the resolution of the Buyer's shareholders' meeting.
- 11.2 **Termination.** This Agreement shall terminate forthwith:
- (1) upon mutual written agreement among the Parties; or
  - (2) if the Closing fails to occur within six months upon the execution of this Agreement.
- 11.3 **Continued Negotiations.** Subject to Article 4.2 hereof, if the obligations provided in Article 4.2 fail to be completed within 18 months after the date hereof, the Parties shall amicably negotiate with each other on the subsequent actions.
- 11.4 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the matters involved herein, and supersedes all prior agreements, covenants, representations and conditions, oral or written, express or implicit, prior to the execution of this Agreement.
- 11.5 **Waiver.** Any Party's failure to exercise or delay in exercising any of its rights or remedies provided in this Agreement and the amendments or supplements hereto shall not constitute or operate as a waiver thereof, nor shall any single or partial exercise of such right and remedy preclude the further exercise thereof.

- 11.6 **Severability.** If any provision of this Agreement is determined to be unlawful, invalid or unenforceable, the Parties agree that such provision shall be enforced to the greatest extent practicable to realize the intention of the Parties, and the legality, validity or enforceability of all the other provisions of this Agreement shall not be jeopardized. The Parties shall amend this Agreement in good faith to the extent necessary to give effect to the intentions of the Parties, to replace the unenforceable words with the enforceable ones which carry out such intentions as closely as possible.
- 11.7 **Notices.** Any and all notices, requests, demands, approvals and other communications required or intended to be made hereunder shall be made in writing and deemed to have been duly served: (1) on the date of receipt, if sent in person; (2) on the date of successful transmission, if sent by facsimile (evidenced by the acknowledgement of transmission automatically generated); or (3) on the 4<sup>th</sup> working day (or the 15<sup>th</sup> working day in cases of overseas senders or addressees) after delivered to the express delivery service. All such notices, requests, demands, approvals and other communications shall be delivered to the addresses specified in Exhibit 13. Any changes to the address, addressee or facsimile number of any Party shall be notified to the other Parties in a manner stipulated under this Article, failing which such Party shall undertake the legal responsibilities arising its failure to receive relevant documents.
- 11.8 **Amendments and Supplements to the Agreement.** This Agreement may be amended and supplemented by the Parties subject to a written agreement. The amendment and supplementary agreements relating to this Agreement duly executed by the Parties shall be part of, and equally binding as this Agreement .
- 11.9 **Exhibits.** The Exhibits hereof shall be equally binding as this Agreement.
- 11.10 **Language and Counterparts.** This Agreement is written in Chinese and executed in ten counterparts, one for each Party, and the rest shall be submitted to the approval authorities, all of which shall be equally binding.

*(This page is the signature page of this Agreement and contains no body text.)*

This Agreement is executed by the Parties on the date first above written:

**Tianjin Jinhua Media Co., Ltd.** (Company seal)

By: /s/ Charles Zhang

Name: Charles Zhang

Title: Chief Executive Officer of Sohu.com Inc.

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*(This page is the signature page of this Agreement and contains no body text.)*

This Agreement is executed by the Parties on the date first above written:

**Liu Jian**

Signature: /s/ Liu Jian

**Huang Hui**

Signature: /s/ Huang Hui

**Guangzhou Qianjun Internet Technology Co., Ltd.** (Company seal)

By: /s/ Liu Jian

Name: Liu Jian

Title: Chairman

**Beijing Wole Technology Co., Ltd.** (Company seal)

By: /s/ Zhou Juan

Name: Zhou Juan

Title: Chairman

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*(This page is the signature page of this Agreement and contains no body text.)*

This Agreement is executed by the Parties on the date first above written:

**RENREN INC.** (Company seal)

By: /s/ Joseph Chen  
Name: Joseph Chen  
Title: Director

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**Amendment**

**to**

**Framework Purchase Agreement**

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by and among

Tianjin Jinhua Media Co., Ltd.

and

Liu Jian, Huang Hu

and

Beijing Wole Information Technology Co., Ltd.

and

Guangzhou Qianjun Internet Technology Co., Ltd.

and

RENREN INC.

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This Amendment to Acquisition Framework Agreement (this “**Amendment**”) is entered into in Beijing, the People’s Republic of China (the “**PRC**”) on December 1, 2014 by and among:

- (1) **Tianjin Jinhua Media Co., Ltd.**, a limited liability company duly incorporated and validly existing under the PRC laws, with its registered address at Unit 2101, 21/F Block C3, Area MSD-C, 79 First Avenue, Tianjin Economic and Technical Development Zone;
- (2) **Liu Jian**, a PRC citizen, ID Card No.: 310102197211124453;
- (3) **Huang Hui**, a PRC citizen, ID Card No.: 320622197212230041;
- (4) **Beijing Wole Information Technology Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the PRC laws, with its registered address at Room 209, No. 18 Building, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing;
- (5) **Guangzhou Qianjun Internet Technology Co., Ltd.**, a limited liability company duly incorporated and validly existing under the PRC laws, with its registered address at Room 802, 36 Jian Zhong Road, Tianhe District, Guangzhou;
- (6) **RENREN INC.**, a company duly incorporated and validly existing under the laws of the Cayman Islands and listed on the New York Stock Exchange, with its registered address at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

**WHEREAS**

The Parties entered into a framework purchase agreement dated October 28, 2014 (the “**Framework Agreement**”), and now hope to amend the payment arrangement of the Transaction Price provided in Article 2.2 of the Framework Agreement.

**In consideration of the above**, in accordance with Article 11.8 of the Framework Agreement and upon equal and voluntary negotiations between the Parties, the Parties agree upon this Amendment with respect to the Framework Agreement:

**1. The Parties agree and confirm that Article 2.2 of the Acquisition Framework Agreement shall be amended as:**

“**2.2 Calculation Formula and Time of Payment of the Transaction Price.** The Parties agree that the Transaction Price shall be paid by the Buyer to the Original Shareholders and the Target in two instalments according to the following schedule:

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2.2.1 First instalment of payment (the “**First Payment**”): including: (1) 100% of the Transfer Price (i.e. RMB 20 million) shall be paid by the Buyer to each of the Original Shareholders according to their respective percentage of the Target Equity to be transferred; and (2) 80% of the Repaid Debts minus RMB 4 million (i.e. 20% of the Transfer Price) shall be paid by the Buyer to the Group Creditors to repay the debts owed by the Target to the Group Creditors.

The First Payment shall be made in one lump sum to each of the Original Shareholders and the Group Creditors within 15 working days after the date on which all the precedent conditions set forth in Article 4.1.2 hereof have been satisfied, or waived by the Buyer.

2.2.2 Second instalment of payment (the “**Second Payment**”): the remaining amount of the Repaid Debts (i.e. 20% of the Repaid Debts plus RMB 4 million (20% of the Transfer price)) shall be paid by the Buyer to the Group Creditors to repay the debts owed by the Target to the Group Creditors.

The Second Payment shall be made in one lump sum to each of the Group Creditors within 15 working days after the date on which all the precedent conditions set forth in Article 4.2 hereof have been satisfied, or waived by the Buyer.”

## **2. No Further Amendments**

The Parties agree that other than the abovementioned amendments to Article 2.2 of the Framework Agreement, the other provisions shall remain unchanged.

## **3. Language, Versions and Counterparts**

This Amendment shall be written in Chinese, and executed in six counterparts, one for each Party, and the rest shall be submitted to the approval authorities, all of which shall be equally binding.

## **4. Effectiveness and Completeness**

The Parties agree that this Amendment shall be deemed as amendments and supplements to the Framework Agreement, and shall take effect as of the date of execution by the Parties. In case of any consistency between this Amendment and the Framework Agreement, this Amendment shall prevail.

## **5. Governing Law and Dispute Resolution**

This Amendment shall be interpreted according to the PRC laws. The Parties shall first resort to amicable negotiations to resolve the discrepancy and conflicts between the Parties for any disputes arising from this Amendment in case the negotiations fail, such dispute shall be submitted to China International Economic and Trade Commission in accordance with the then-effective arbitration rules at the application for such arbitration. The arbitration shall take place in Beijing and the arbitral proceedings shall be conducted in Chinese. The arbitral award is final and binding upon all the Parties.

## **6. Definition**

Unless otherwise provided, the terms used in this Amendment shall have the same meanings as ascribed in the Framework Agreement.

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*(This page is the signature page of this Amendment and contains no body text.)*

This Amendment is executed by the Parties on the date first above written:

**Tianjin Jinhua Media Co., Ltd.** (Company seal)

By: /s/ Charles Zhang

Name: Charles Zhang

Title: Chief Executive Officer of Sohu.com Inc.

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*(This page is the signature page of this Amendment and contains no body text.)*

This Amendment is executed by the Parties on the date first above written:

**Liu Jian**

Signature: /s/ Liu Jian

**Huang Hui**

Signature: /s/ Huang Hui

**Guangzhou Qianjun Internet Technology Co., Ltd.** (Company seal)

By: /s/ Liu Jian

Name: Liu Jian

Title: Chairman

**Beijing Wole Technology Co., Ltd.** (Company seal)

By: /s/ Zhou Juan

Name: Zhou Juan

Title: Chairman

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*(This page is the signature page of this Amendment and contains no body text.)*

This Supplementary Agreement is executed by the Parties on the date first above written:

**RENREN INC.** (Company seal)

By: /s/ Joseph Chen  
Name: Joseph Chen  
Title: Director

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### Business Cooperation Agreement

This Business Cooperation Agreement (this “Agreement”), dated December 1, 2014 (the “Execution Date”), was made in Beijing, the People’s Republic of China (the “PRC”) by and among:

**Tianjin Jinhua Media Co., Ltd. (“Jinhua”)**, with its registered address at Unit 2101, 21/F Block C3, Area MSD-C, 79 First Avenue, Tianjin Economic and Technical Development Zone;

**Guangzhou Qianjun Internet Technology Co., Ltd. (“56 Web”)**, with its registered address at Room 802, 36 Jian Zhong Road, Tianhe District, Guangzhou;

**Beijing Qianxiang Wangjing Technology Development Co., Ltd.**, with its registered address at Room B1011, North Building, 11 Shixingdong Street, Shijiangshan District, Beijing; And

**Beijing Wole Information Technology Co., Ltd.**, (together with Beijing Qianxiang Wangjing Technology Co., Ltd, “**RenRen**”), with its registered address at Room 209, No. 18 Building, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing.

For purpose of this Agreement, Jinhua, 56 Web and RenRen are individually referred to as a “**Party**”, and collectively the “**Parties**”.

#### WHEREAS:

Jinhua, 56 Web, Renren and other related parties have entered into a certain Framework Purchase Agreement (the “**Framework Purchase Agreement**”) dated October 28, 2014, whereby Jinhua will purchase 100% equity interests of 56 Web. The Parties will enter into this Agreement as one of the conditions precedent to initial payment under the Framework Agreement.

NOW, THEREFORE, the Parties agree as follows through negotiations:

#### 1 Contents of Cooperation

##### 1.1 Cooperation regarding channel promotion

- 1.1.1 It is acknowledged by the Parties that during the term of this Agreement, RenRen will provide channel promotion services to 56 Web and Jinhua according to **Schedule I**, and 56 Web and Jinhua will provide channel promotion services to Woxiu Web of RenRen according to **Schedule II**.
- 1.1.2 The channel promotion services under Section 1.1.1 of this Agreement will be provided as mutual considerations among the Parties without any further price.

## 1.2 Video Playing and Uploading Services

- 1.2.1 It is acknowledged by the Parties that during the term of this Agreement, 56 Web and Jinhu will play free of charge the video contents produced by Beijing Wanmen Education Technology Co., Ltd. (“**Wanmen**”), an affiliate of RenRen, and undertake not to add any commercial during the play.
- 1.2.2 It is acknowledged by the Parties that during the term of this Agreement, 56 Web and Jinhu will continue providing uploading and storage services for mobile phone cased short video streams and web based long video streams free of charge at the service level no lower than that provided under the Framework Purchase Agreement for the website of www.renren.com operated by RenRen and its users, and RenRen will ensure the users of www.renren.com will upload their video streams exclusively to the website operated by 56 Web and Jinhu within 18 months of the date hereof and without any upload thereof to any other website. Each of 56 Web and Jinhu hereby warrants and covenants irrevocably that such services will be provided consistently, and the video streams uploaded to it by www.renren.com and its users prior to the date hereof will be properly maintained for normal visit.

## 2 Breach Liability

If any of the Parties is in breach of any of its obligations under Section 1 of this Agreement, the other Parties may cease performing their obligations under Section 1. Any Party shall be held liable for any loss incurred by any of the other Parties due to its breach of this Agreement.

## 3 Effect, Amendment, Termination and Expiration

- 3.1 This Agreement shall be effective for 18 months as of the date on which it is signed by each of the Parties.
- 3.2 Unless otherwise provided hereunder, any amendment to this Agreement will be made by each of the Parties in writing.
- 3.3 This Agreement will terminate if:
  - 3.3.1 The Framework Purchase Agreement terminates;
  - 3.3.2 Each of the Parties agree to terminate this Agreement; or
  - 3.3.3 Each of the Parties fails to reach agreement as to any renewal of this Agreement when this Agreement expires.

- 3.4 Any amendment, termination or expiration of this Agreement will not affect any right, duty or obligation of any Party accrued prior to such amendment, termination or expiration, including without limitation any claim for liquidated damages by any Party.
- 3.5 Any right or obligation of any Party will survive termination or expiration of this Agreement if it is necessary to be so in nature.

#### **4 Notice and Delivery**

- 4.1 Any notice provided under this Agreement will be delivered in person, by mail or facsimile to the following address or facsimile number, or any other address or facsimile number provided by each of the Parties from time to time in writing:

**To Jinhui:**

Address: Sohu Media Building, Building 3, 2 Kexuyuannan Street, Haidian District, Beijing

Attention: MA Yi

Telephone: 010-62727883

Facsimile: 010-56412838

**To 56 Web**

Address: Sohu Media Building, Building 3, 2 Kexuyuan South Street, Haidian District, Beijing

Attention: MA Yi

Telephone: 010-62727883

Facsimile: 010-56412838

**To RenRen:**

Address: Floor 5, Guotou Creativity Industry Zone, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing

Attention: Law Kwok Wai

Telephone: 86-10-84481818-3558

Facsimile: 86-10-64362600

- 4.2 Any notice will be deemed duly given upon delivery in person, or seven days later if it is delivered by mail with postage prepaid, or upon receipt of report for successful transmission if it is delivered by facsimile.

## **5 Intellectual Property and Confidentiality**

- 5.1 Each of the Parties will have sole and exclusive ownership and any of the rights and interests thereof upon any right, ownership, interest, any and all intellectual properties developed in connection with performance of any of its obligations hereunder, including without limitation any copyright, patent application, trademark, software, technical secret, trade secret and any other rights and interest (if any) (the “New IP”).
- 5.2 Each of the Parties acknowledges and confirms that any oral or written information exchanged among the Parties in connection with this Agreement as well as the existence and content of this Agreement will be confidential information and, without prior consent from the other Parties, may not be disclosed to any third party, unless (1) such information has been known to the public not from disclosure by any of its recipients, or any affiliate or employee of such recipient; (2) it is required to be disclosed under applicable laws, any exchange or rules or regulations of such exchange (provided that, to the extent permitted by laws, the disclosing Party will notify the other Parties in advance so that the Parties may reach agreement regarding the scope and contents of such disclosure); or (3) Any Party will provide any information to its legal or financial advisor in respect of the cooperation contemplated hereunder on as-needed basis, provided that such legal or financial advisor will comply with confidentiality obligations similar to this Section 5.2. Each of the Parties undertakes to use any of the confidential information provided from any of the other Parties only in connection with this Agreement, and will destroy or return such confidential information at the request of the disclosing Party upon termination of this Agreement. Any Party will be deemed in breach of this Section 5 and held liable therefor if it, or any of its affiliates, any of their respective employees or advisors is breach of this Section 9. This Section 9 will survive any invalidity, termination or expiration of this Agreement.

## **6 Governing Law and Dispute Resolution**

- 6.1 Formation, validity, interpretation, performance, amendment and termination of this Agreement and any dispute resolution hereof will be applicable to the PRC law.
- 6.2 Any dispute arising from interpretation or performance of this Agreement will be settled through friendly negotiations of the Parties and, if the dispute fails to be resolved through negotiations within 30 days upon notice from one Party to the other Party requesting negotiation in writing, submitted for arbitration by China International Economic and Trade Arbitration Commission in accordance with its arbitration rules then in effect. The arbitration will be made in Beijing and in Chinese. The arbitrary award will be final and binding upon each of the Parties.
- 6.3 During arbitration of any dispute arising from interpretation or performance of this Agreement, each of the Parties will continue performing its rights and obligations under this Agreement other than those under dispute.

**7 Taxes**

7.1 Each of the Parties will bear its own taxes arising from execution and performance of this Agreement.

**8 Force Majeure**

8.1 No Party will be deemed in breach of this Agreement or held liable for any loss incurred by any other Parties due to any delayed performance of this Agreement as result of any force majeure event, provided the Party encountering such force majeure event will make best efforts to mitigate the cause of such delay and any loss arising from such force majeure event (including without limitation seeking any alternative means or methods), and notify the other Parties of the facts and potential damages of such force majeure event no later than (but not including) 15<sup>th</sup> business day from elimination of the force majeure event. During delayed performance of this Agreement, the Party encountering the force majeure event will take reasonable alternative or any other commercially reasonable measures to facilitate performance of its obligations under this Agreement until such delay is removed.

**9 Miscellaneous**

9.1 Any matter relating to but not provided under this Agreement will be resolved pursuant to relevant terms under the Framework Purchase Agreement or, if it is not provided under the Framework Purchase Agreement, through negotiations of the Parties.

9.2 None of this Agreement will be deemed to constitute any partnership or agency among the Parties. None of the Parties may bind upon, enter into any contract on behalf of, or cause any liability upon any of the other Parties by any means or for any purpose.

9.3 Without prior written consent of any of the other Parties, none of the Parties may transfer or contract all or any of its rights and obligations under this Agreement to any third party.

9.4 This Agreement is in Chinese in three originals, with each original for each Party. Each of the originals has the same effect.

(No text below)



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the date first above written.

**Tianjin Jinhua Media Co., Ltd. (seal)**

By: /s/ Charles Zhang  
Name: Charles Zhang  
Title: Chief Executive Officer of Sohu.com Inc.

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the date first above written.

**Guangzhou Qianjun Internet Technology Co., Ltd. (seal)**

By: /s/ Liu Jian  
Name: LIU Jian  
Title: Chairman

---

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the date first above written.

**Beijing Oak Netscape Technology Development Co., Ltd. (seal)**

By: /s/ Yang Jing  
Name: YANG Jing  
Title: Executive Director

**Beijing Wole Information Technology Co., Ltd. (seal)**

By: /s/ Zhou Juan  
Name: ZHOU Juan  
Title: Chairman

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**Service Agreement**

This Transitional Mutual Service Agreement (this “Agreement”), dated December 1, 2014, was made by and among:

**Tianjin Jinhua Media Co., Ltd. (“Jinhua”)**, with its registered address at Unit 2101, 21/F Block C3, Area MSD-C, 79 First Avenue, Tianjin Economic and Technical Development Zone;

**Guangzhou Qianjun Internet Technology Co., Ltd. (“56 Web”)**, with its registered address at Room 802, 36 Jian Zhong Road, Tianhe District, Guangzhou;

**Beijing Wole Information Technology Co., Ltd.**, with its registered address at Room 209, No. 18 Building, 18 Jiuxiaoqiao Middle Road, Chaoyang District, Beijing; and

**Beijing Qianxiang Wangjing Technology Co., Ltd.**, (together with Beijing Wole Information Technology Co., Ltd., “**RenRen**”), with its registered address at Room B1011, North Building, 11 Shixingdong Street, Shijiangshan District, Beijing.

For purpose of this Agreement, Jinhua, 56 Web and RenRen are individually referred to as a “**Party**”, and collectively the “**Parties**”.

**WHEREAS:**

- (1) Jinhua, 56 Web, Renren and other related parties have entered into a certain Framework Purchase Agreement (the “**Framework Purchase Agreement**”) dated October 28, 2014, whereby Jinhua will purchase 100% equity interests of 56 Web. The Parties will enter into this Agreement as one of the conditions precedent to initial payment under the Framework Agreement.
- (2) Upon execution of this Agreement, the technical team of RenRen is in fact providing video monitor services to 56 Web, and 56 Web is in fact providing to Woxiu Web (<http://www.woxiu.com>, “**Woxiu Web**”), a website owned by 56 Web, the technical services regarding (1) virtual monetary system, and (2) server and broadband operations and system support. The domain name of Wxiu Web is registered under the name of 56 Web and included in the network culture business license (YUEWANGWEN[213]NO.0244-094) held by 56 Web.
- (3) The Parties agree that each of the Parties will provide specified transitional mutual support during certain period after the date of execution of the Framework Purchase Agreement pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows through negotiations:

## **1 Contents of Transitional Mutual Services**

### **1.1 Services to 56 Web from RenRen**

- 1.1.1 It is acknowledged by the Parties that the technical team of RenRen is in fact providing video monitor services to 56 Web. Within five months after the date of execution of the Framework Purchase Agreement (“**RenRen Services Transition Period**”), the technical team of RenRen will continue providing video monitor services similar to those provided to 56 Web on the date of execution of the Framework Purchase Agreement. For purpose of this Agreement, “video monitor services” means that the technical team of RenRen will review the video streams uploaded to 56 Web to ensure the video streams released on 56 Web are in compliance with applicable laws and regulations.
- 1.1.2 During the RenRen Services Transition Period, Jinhu and 56 Web will have the right to seek or develop a new technical team for video monitor services, and RenRen hereby covenants to provide assistance necessary to seek or develop such team. RenRen covenants to make complete delivery with Jinhu and/or 56 Web to ensure smooth transition of related services by the end of the Transition Period.

### **1.2 Services to 56 Web from Woxiu Web**

- 1.2.1 It is acknowledged by the Parties that 56 Web is in fact providing to Woxiu Web the technical services regarding (1) virtual monetary system, and (2) server and broadband operations and system support. Within five months after the date of execution of the Framework Purchase Agreement (“**56 Web Services Transition Period**”, together with RenRen Services Transition Period, the “Transition Period”), 56 Web will continue providing the above services similar to those provided to Woxiu Web on the date of execution of the Framework Purchase Agreement .

For purpose of this Agreement, virtual monetary system services mean maintaining normal operation of all existing online payment system of Woxiu Web and, prior to 5<sup>th</sup> business day of each month, complete settlements and payments for the past month, and provide assistance to resolve any service or technical issue on online payment raised by users of Woxiu Web.

The server and broadband operations and system support services are set forth under Schedule I.

1.2.2 During the 56 Web Services Transition Period, RenRen will have the right to seek or develop new services provider, and each of Jinhu and 56 Web hereby covenants to provide assistance necessary to seek or develop such provider. 56 Web covenants to make complete delivery with RenRen prior to the end of the Transition Period to ensure smooth transition of related services by the end of the Transition Period.

1.3 The Parties acknowledge that none of the Parties will charge any price for their mutual provision of the above services during the Transition Period.

## **2 Business Operation of Woxiu Web**

2.1 RenRen will transfer related services of Woxiu Web from Guangzhou Qianjun to a third party unrelated to Guangzhou Qianjun as provided under this Agreement or, if not provided hereunder, as otherwise agreed by the Parties, within a reasonable period by the end of the Transition Period and ensure Woxiu Web and its business operating entity will submit applications with competent authority regarding its business qualifications registered under the name of 56 Web within one month after closing of the Framework Purchase Agreement, including applications for domain name registration and network culture business license.

2.2 RenRen will transfer the domain name of Woxiu Web from 56 Web to another entity designated by RenRen within one month after closing of the Framework Purchase Agreement.

2.3 Any debt or liability incurred in connection with the domain name of Woxiu Web and any related business at any time will be borne by RenRen. RenRen will indemnify and be held severally and jointly with any related party liable for all losses incurred by 56 Web, Jinhu or their respective affiliates arising from use or application of any qualifications, licenses, approvals or filings of 56 Web by Woxiu Web at any time (including any time prior to execution of the Framework Purchase Agreement).

2.4 Each of Jinhu and 56 Web will provide assistance necessary to effect the transfer contemplated under Sections 2.1 and 2.2.

2.5 Each of Jinhu and 56 Web agrees that Woxiu Web and its business operating entity will continue having its domain name registered under the name of 56 Web and included in the network culture business license (YUEWANGWEN[213]NO.0244-094) held by 56 Web within one year from execution of the Framework Purchase Agreement or receipt of business license by Woxiu Web or its business operating entity under Section 2.1, whichever is earlier, to ensure smooth operation and transfer of the businesses of Woxiu Web.

### **3 Breach Liability**

Any Party shall be held liable for any loss incurred by any of the other Parties due to its breach of this Agreement.

### **4 Effect, Amendment, Termination and Expiration**

4.1 This Agreement shall be effective as of the date on which it is signed by each of the Parties.

4.2 Unless otherwise provided hereunder, any amendment to this Agreement will be made by each of the Parties in writing.

4.3 This Agreement will terminate if:

4.3.1 The Framework Purchase Agreement terminates:

4.3.2 Each of the Parties agree to terminate this Agreement; or

4.3.3 Each of the Parties fails to reach agreement as to any renewal of this Agreement when the Transition Period expires.

4.4 Any amendment, termination or expiration of this Agreement will not affect any right, duty or obligation of any Party accrued prior to such amendment, termination or expiration, including without limitation any claim for liquidated damages by any Party.

4.5 Any right or obligation of any Party, including without limitation the rights and obligations under Sections 3, 6, 7, and 10 of this Agreement, will survive termination or expiration of this Agreement if it is necessary to be so in nature.

### **5 Notice and Delivery**

5.1 Any notice provided under this Agreement will be delivered in person, by mail or facsimile to the following address or facsimile number, or any other address or facsimile number provided by each of the Parties from time to time in writing:

**To Jinhui:**

Address: Sohu Media Building, Building 3, 2 Kexuyuannan Street, Haidian District, Beijing

Attention: MA Yi

Telephone: 010-62727883

Facsimile: 010-56412838

**To 56 Web**

Address: Sohu Media Building, Building 3, 2 Kexuyuan South Street, Haidian District, Beijing

Attention: MA Yi

Telephone: 010-62727883

Facsimile: 010-56412838

**To RenRen:**

Address: Floor 5, Guotou Creativity Industry Zone, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing

Attention: Law Kwok Wai

Telephone: 86-10-84481818-3558

Facsimile: 86-10-64362600

- 5.2 Any notice will be deemed duly given upon delivery in person, or seven days later if it is delivered by mail with postage prepaid, or upon receipt of report for successful transmission if it is delivered by facsimile.

**6 Intellectual Property and Confidentiality**

- 6.1 Each of the Parties will have sole and exclusive ownership and any of the rights and interests thereof upon any right, ownership, interest, any and all intellectual properties developed in connection with performance of any of its obligations hereunder, including without limitation any copyright, patent application, trademark, software, technical secret, trade secret and any other rights and interest (if any) (the "**New IP**").



6.2 Each of the Parties acknowledges and confirms that any oral or written information exchanged among the Parties in connection with this Agreement as well as the existence and content of this Agreement will be confidential information and, without prior consent from the other Parties, may not be disclosed to any third party, unless (1) such information has been known to the public not from disclosure by any of its recipients, or any affiliate or employee of such recipient; (2) it is required to be disclosed under applicable laws, any exchange or rules or regulations of such exchange (provided that, to the extent permitted by laws, the disclosing Party will notify the other Parties in advance so that the Parties may reach agreement regarding the scope and contents of such disclosure); or (3) Any Party will provide any information to its legal or financial advisor in respect of the cooperation contemplated hereunder on as-needed basis, provided that such legal or financial advisor will comply with confidentiality obligations similar to this Section 5.2. Each of the Parties undertakes to use any of the confidential information provided from any of the other Parties only in connection with this Agreement, and will destroy or return such confidential information at the request of the disclosing Party upon termination of this Agreement. Any Party will be deemed in breach of this Section 5 and held liable therefor if it, or any of its affiliates, any of their respective employees or advisors is breach of this Section 9. This Section 9 will survive any invalidity, termination or expiration of this Agreement.

## **7 Governing Law and Dispute Resolution**

7.1 Formation, validity, interpretation, performance, amendment and termination of this Agreement and any dispute resolution hereof will be applicable to the PRC law.

7.2 Any dispute arising from interpretation or performance of this Agreement will be settled through friendly negotiations of the Parties and, if the dispute fails to be resolved through negotiations within 30 days upon notice from one Party to the other Party requesting negotiation in writing, submitted for arbitration by China International Economic and Trade Arbitration Commission in accordance with its arbitration rules then in effect. The arbitration will be made in Beijing and in Chinese. The arbitrary award will be final and binding upon each of the Parties.

7.3 During arbitration of any dispute arising from interpretation or performance of this Agreement, each of the Parties will continue performing its rights and obligations under this Agreement other than those under dispute.

**8 Taxes**

8.1 Each of the Parties will bear its own taxes arising from execution and performance of this Agreement.

**9 Force Majeure**

9.1 No Party will be deemed in breach of this Agreement or held liable for any loss incurred by any other Parties due to any delayed performance of this Agreement as result of any force majeure event, provided the Party encountering such force majeure event will make best efforts to mitigate the cause of such delay and any loss arising from such force majeure event (including without limitation seeking any alternative means or methods), and notify the other Parties of the facts and potential damages of such force majeure event no later than (but not including) 15<sup>th</sup> business day from elimination of the force majeure event. During delayed performance of this Agreement, the Party encountering the force majeure event will take reasonable alternative or any other commercially reasonable measures to facilitate performance of its obligations under this Agreement until such delay is removed.

**10 Miscellaneous**

10.1 Any matter relating to but not provided under this Agreement will be resolved pursuant to relevant terms under the Framework Purchase Agreement or, if it is not provided under the Framework Purchase Agreement, through negotiations of the Parties.

10.2 None of this Agreement will be deemed to constitute any partnership or agency among the Parties. None of the Parties may bind upon, enter into any contract on behalf of, or cause any liability upon any of the other Parties by any means or for any purpose.

10.3 Without prior written consent of any of the other Parties, none of the Parties may transfer or contract all or any of its rights and obligations under this Agreement to any third party.

10.4 This Agreement is in Chinese in three originals, with each original for each Party. Each of the originals has the same effect.

(No text below)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the date first above written.

**Tianjin Jinhua Media Co., Ltd.** (seal)

By: /s/ Charles Zhang

Name: Charles Zhang

Title: Chief Executive Officer of Sohu.com Inc.

---

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the date first above written.

**Guangzhou Qianjun Internet Technology Co., Ltd. (seal)**

By: /s/ Liu Jian \_\_\_\_\_  
Name: Liu Jian  
Title: Chairman

---

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the date first above written.

**Beijing Wole Information Technology Co., Ltd. (seal)**

By: /s/ Zhou Juan  
Name: Zhou Juan  
Title: Chairman

**Beijing Qianxiang Wangjing Technology Co., Ltd. (seal)**

By: /s/ Yang Jing  
Name: Yang Jing  
Title: Executive Director

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## Subsidiaries of the Registrant

	<b>Place of Incorporation</b>
<b>Subsidiaries:</b>	
CIAC/ChinaInterActiveCorp	Cayman Islands
Qianxiang Shiji Technology Development (Beijing) Co., Ltd.	PRC
Link224 Inc.	Cayman Islands
Renren Game Hong Kong Limited	Hong Kong
Renren Games Network Technology Development (Shanghai) Co., Ltd.	PRC
Renren Lianhe Holdings	Cayman Islands
Renren Wealth Inc.	Cayman Islands
Jingwei Inc. Limited	Cayman Islands
Jupiter Way Ltd.	Hong Kong
Beijing Jingwei Sinan Information Technology Co., Ltd.	PRC
Renren Finance, Inc.	Cayman Islands
<b>Variable Interest Entities:</b>	
Beijing Qianxiang Tiancheng Technology Development Co., Ltd.	PRC
Shanghai Renren Games Technology Development Co., Ltd.	PRC
Beijing Jingwei Zhihui Information Technology Co., Ltd.	PRC
<b>Subsidiaries of Variable Interest Entities:</b>	
Beijing Qianxiang Wangjing Technology Development Co., Ltd.	PRC
Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.	PRC
Beijing Wole Shijie Information Technology Co., Ltd	PRC

**Certification by the Principal Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Joseph Chen, certify that:

1. I have reviewed this annual report on Form 20-F of Renren 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 16, 2015  
By: /s/ Joseph Chen  
Name: Joseph Chen  
Title: Chief Executive Officer

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**Certification by the Principal Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Ashley Kwok Wai Law, certify that:

1. I have reviewed this annual report on Form 20-F of Renren 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 16, 2015  
By: /s/ Ashley Kwok Wai Law  
Name: Ashley Kwok Wai Law  
Title: acting Chief Financial Officer

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**Certification by the Principal Executive Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Renren Inc. (the "Company") on Form 20-F for the fiscal year ended December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph Chen, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 16, 2015  
By: /s/ Joseph Chen  
Name: Joseph Chen  
Title: Chief Executive Officer

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**Certification by the Principal Financial Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Renren Inc. (the "Company") on Form 20-F for the fiscal year ended December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ashley Kwok Wai Law, acting Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 16, 2015  
By: /s/ Ashley Kwok Wai Law  
Name: Ashley Kwok Wai Law  
Title: acting Chief Financial Officer

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-177366 on Form S-8 of our reports dated April 16, 2015 relating to the consolidated financial statements and financial statement schedule of Renren Inc., its subsidiaries, its variable interest entity and the subsidiaries of its variable interest entity (collectively, the "Group"), and the effectiveness of the Group's internal control over financial reporting, appearing in this Annual Report on Form 20-F of Renren Inc. for the year ended December 31, 2014.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP  
Beijing, the People's Republic of China  
April 16, 2015

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權亞律師事務所  
Suite 2218, China World Office 1, 1 Jianguomenwai Avenue, Beijing 100004, China  
中國北京市建國門外大街一號國貿寫字樓一座2218室·郵政編碼100004  
Tel: (86 10) 6505 8188 Fax: (86 10) 6505 8189/98  
Website: www.TransAsiaLawyers.com

April 15, 2015

Renren Inc.  
1/F, North Wing  
18 Jiuxianqiao Middle Road  
Chaoyang District, Beijing 100016  
People's Republic of China

Ladies and Gentlemen,

We consent to the reference to our firm under the captions of “Item 3.D—Risk Factors”, “Item 4.B—Business Overview—Regulation” and “Item 10.E—Taxation” in Renren Inc.’s Annual Report on Form 20-F for the year ended December 31, 2014, which will be filed with the Securities and Exchange Commission in the month of April 2015, and further consent to the incorporation by reference of the summaries of our opinions under these captions into Renren Inc.’s registration statement on Form S-8 (File No. 333-177366) that was filed on October 18, 2011.

Yours faithfully,

/s/ TransAsia Lawyers  
TransAsia Lawyers

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Our ref DLK/667469-000001/8073098v2  
Direct tel +852 2971 3006  
E-mail derrick.kan@maplesandcalder.com

Renren Inc.  
1/F, North Wing  
18 Jiuxianqiao Middle Road  
Chaoyang District, Beijing 100016  
People's Republic of China

15 April 2015

Dear Sir

**Re: Renren Inc.**

We have acted as legal advisors as to the laws of the Cayman Islands to Renren 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 of an annual report on Form 20-F for the year ended 31 December 2014.

We hereby consent to the reference of our name under the heading "Item 10E Taxation" in the Form 20-F and further consent to the incorporation by reference of the summary of our opinion under this heading into the Company's registration statement on Form S-8 (File No. 333-177366) that was filed on 18 October 2011.

Yours faithfully

/s/ Maples and Calder

Maples and Calder

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**Deloitte & Touche**  
One Capital Place  
P.O. Box 1787  
Grand Cayman KY1-1109  
CAYMAN ISLANDS

Tel: +1 345 949 7500  
Fax: +1 345 949 8238  
cayman@deloitte.com  
www.deloitte.com

**CONSENT OF INDEPENDENT AUDITOR**

We consent to the incorporation by reference in Registration Statement No. 333-177366 on Form S-8 of our reports dated March 27, 2015 and March 26, 2014 relating to the financial statements of Japan Macro Opportunities Offshore Partners, L.P. and Japan Macro Opportunities Master Fund, L.P. appearing in this Annual Report on Form 20-F of Renren Inc. for the year ended December 31, 2014.

/s/ Deloitte & Touche

Cayman Islands  
April 14, 2015

Member firm of  
**Deloitte & Touche Tohmatsu Limited**

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