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As filed with the Securities and Exchange Commission on April 15, 2011

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM F-1
REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Renren Inc.

(Exact name of Registrant as specified in its charter)

Not Applicable
(Translation of Registrant's name into English)

Cayman Islands **(State or other jurisdiction of incorporation or organization)**	**8900** **(Primary Standard Industrial Classification Code Number)**	**Not Applicable** **(I.R.S. Employer Identification Number)**

23/F, Jing An Center
8 North Third Ring Road East
Beijing, 100028
The People's Republic of China
+86 (10) 8448-1818
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Law Debenture Corporate Services Inc.
400 Madison Avenue, 4th Floor
New York, New York 10017
(212) 750-6474
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Z. Julie Gao, Esq. **Skadden, Arps, Slate, Meagher & Flom LLP** **c/o 42/F, Edinburgh Tower, The Landmark** **15 Queen's Road, Central** **Hong Kong** **(852) 3740-4700**	**Alan Seem, Esq.** **Shearman & Sterling LLP** **12th Floor East Tower, Twin Towers** **B-12 Jianguomenwai Dajie** **Beijing, 100022 China** **(86) 10-5922-8000**

Approximate date of commencement of proposed sale to the public: as soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered[1][2]	Proposed maximum offering price per share[3]	Proposed maximum aggregate offering price[2][3]	Amount of registration fee
Class A Ordinary Shares, par value US$0.001 per share[1]	183,195,000	US$3.67	US$671,715,000	US$77,986.11

(1) American depositary shares issuable upon deposit of the Class A ordinary shares registered hereby have been registered under a separate registration statement on Form F-6 (Registration No. 333-173515). Each American depositary share represents three Class A ordinary shares.

(2) Includes 23,895,000 Class A ordinary shares that are issuable upon the exercise of the underwriters' option to purchase additional shares. Also includes Class A ordinary shares initially offered and sold outside the United States that may be resold from time to time in the United States either as part of their distribution or within 40 days after the later of the effective date of this registration statement and the date the shares are first bona fide offered to the public. These Class A ordinary shares are not being registered for the purpose of sales outside the United States.

(3) Estimated solely for the purpose of determining the amount of registration fee in accordance with Rule 457(a) under the Securities Act of 1933.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. Neither we nor the selling shareholders may sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and neither we nor the selling shareholders are soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

PROSPECTUS (SUBJECT TO COMPLETION)
ISSUED APRIL 15, 2011

53,100,000 American Depositary Shares

Renren Inc.

Representing 159,300,000 Class A Ordinary Shares

This is an initial public offering of American depositary shares, or ADSs, of Renren Inc. Each ADS represents three Class A ordinary shares of Renren Inc., par value US$0.001 per share. We are offering 42,898,711 ADSs, and the selling shareholders identified in this prospectus are offering 10,201,289 ADSs. We will not receive any of the proceeds from the ADSs sold by the selling shareholders. Prior to this offering, there has been no public market for our shares or ADSs. We anticipate the initial public offering price will be between US$9.00 and US$11.00 per ADS.

We have applied to have our ADSs listed on the New York Stock Exchange, or the NYSE, under the symbol "RENN."

Investing in our ADSs involves a high degree of risk. See "Risk Factors" beginning on page 14.

PRICE US$ PER ADS

	Price to Public	Underwriting Discounts and Commissions	Proceeds to Us, Before Expenses	Proceeds to the Selling Shareholders
Per ADS	US$	US$	US$	US$
Total	US$	US$	US$	US$

The underwriters have an option to purchase up to 7,965,000 additional ADSs from us at the initial public offering price, less underwriting discounts and commissions, within 30 days from the date of this prospectus, to cover over-allotments.

Immediately prior to the completion of this offering, our outstanding share capital will consist of Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting and conversion rights. Each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to ten votes and is convertible into one Class A ordinary share. Immediately after the completion of this offering, Mr. Joseph Chen, our founder, chairman and chief executive officer, and SB Pan Pacific Corporation, one of our existing major shareholders, will hold 270,258,970 and 135,129,480 Class B ordinary shares, respectively, which, together with the Class A ordinary shares they respectively hold, will represent 55.9% and 33.5%, respectively, of our aggregate voting power, assuming (i) the underwriters do not exercise their option to purchase additional ADSs and (ii) we will issue and sell a total of 33,000,000 Class A ordinary shares to a group of unrelated third-party investors through concurrent private placements, which number of shares has been calculated based on an initial offering price of US$10.00 per ADS, the midpoint of the estimated price range set forth above.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the ADSs to purchasers on or about , 2011.

Morgan Stanley **Deutsche Bank Securities** **Credit Suisse**

BofA Merrill Lynch **Jefferies**

Pacific Crest Securities **Oppenheimer & Co.**

The date of this prospectus is , 2011.

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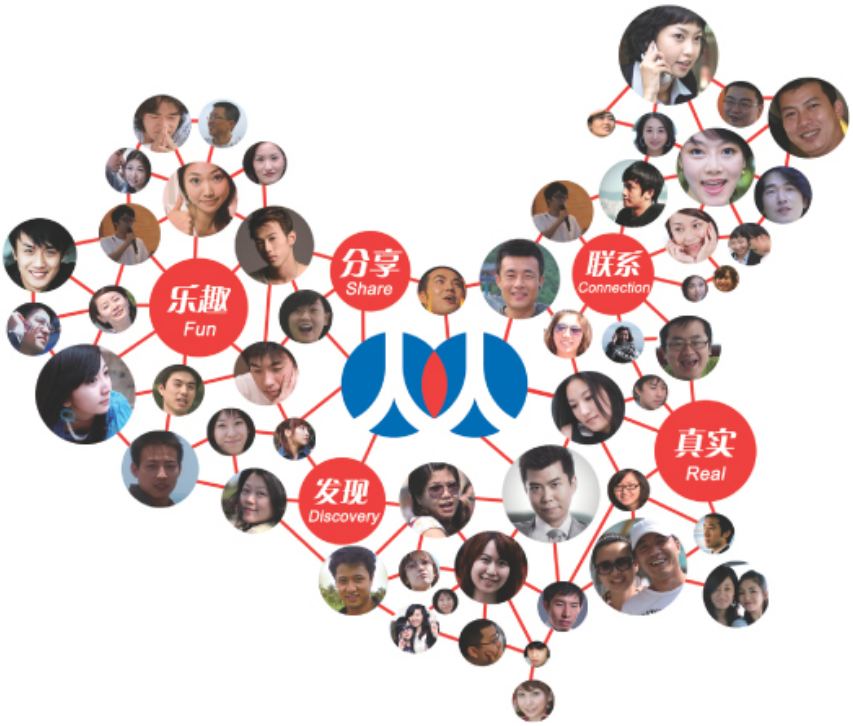

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Our Vision

We aim to define social networking experience and to revolutionize the way that people in China connect, communicate, entertain and shop.

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You should rely only on the information contained in this prospectus or in any related free-writing prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. We are offering to sell, and seeking offers to buy, the ADSs only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is current only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the ADSs.

We have not taken any action to permit a public offering of the ADSs outside the United States or to permit the possession or distribution of this prospectus outside the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to the offering of the ADSs and the distribution of this prospectus outside the United States.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before deciding whether to invest in our ADSs, you should carefully read this entire prospectus, especially the risks of investing in our ADSs discussed under the heading "Risk Factors."

Overview

We operate the leading real name social networking internet platform in China as measured by total page views, total number of visits and total user time spent on social networking websites in February 2011, based on data issued in March 2011 by iResearch. Our platform enables our users to connect and communicate with each other, share information and user-generated content, play online games, listen to music, shop for deals and enjoy a wide range of other features and services. We had approximately 117 million activated users as of March 31, 2011. Our goal is to continue to lead and define the internet social networking industry in China. To achieve this goal, we are focused on providing a highly engaging and interactive platform that promotes connectivity, communication and sharing among our users.

We believe our users are attracted to our large and highly engaged real name community, the broad range of rich communication features and functions on our real name social networking internet platform, our information and content-sharing features, and our offering of a variety of online games and other applications and services. Our platform includes renren.com, our main social networking website, game.renren.com, our online games center, nuomi.com, our social commerce website, and jingwei.com, our newly launched professional and business social networking service website. Our renren.com website is one of the largest social networking websites in China as measured by monthly unique visitors in February 2011, based on data issued in March 2011 by iResearch.

The quality of our user experience is reflected in the continued growth of our user base and their high level of engagement and interactivity on our platform. From January 2011 through March 2011, we added an average of approximately two million new activated users per month. Our users' high level of engagement with our platform is reflected in the amount of time our users spend on our platform, as well as their interactions through it. For example, from January 2011 through March 2011, our unique log-in users spent a monthly average of approximately seven hours on our platform, and our users collectively produced a daily average of approximately 40 million pieces of user-generated content, including approximately three million photos and 13 million status updates.

Our market leadership stems from our track record of innovation and our pioneering role in China's social networking service industry. We believe many features and functions that we introduced to the China market have improved the quality of our user experience and have subsequently become standard throughout the industry. For example, we believe renren.com was the first major social networking website in China to offer services like our Renren Open Platform program and Renren Connect program. Our Renren Open Platform program allows users to access high quality applications from third-party developers through our open application programming interface. Our Renren Connect program allows our users to sign in and share information and content from over 600 Renren Connect partner websites. In addition, in order to meet Chinese users' needs and preferences for instant notification and real time communication, we created our Renren Desktop client application, which we believe is unique among major global social networking websites. This application provides real time news feed updates while also facilitating instant messaging among our users.

We believe a key driver of our long-term success is the continued rapid introduction of new services and features that can leverage our existing platform and large user base. For example, the size of our existing renren.com user base allowed us to launch and quickly expand our social commerce services on nuomi.com, whose first social commerce offer in June 2010 resulted in purchases of over 150,000 pairs of movie tickets for a single movie theater complex in Beijing. Over 60% of nuomi.com's users are renren.com users. Nuomi.com became a leading social commerce website in China for 2010 according to a report published in January 2011 by

China e-Business Research Center. More recently, we launched jingwei.com, a professional and business social networking service website, to further leverage our existing user base.

We currently generate revenues from online advertising and internet value-added services, or IVAS. Our IVAS revenues are comprised of online games revenues and other IVAS revenues, which include revenues we earn from merchants who offer services and products on nuomi.com, paid applications on our Renren Open Platform program and VIP memberships. Our total net revenues increased from US$13.8 million in 2008 to US$46.7 million in 2009 and to US$76.5 million in 2010, representing a compound annual growth rate, or CAGR of 135.7% from 2008 to 2010. We had net income from continuing operations of US$51.9 million, a net loss from continuing operations of US$68.3 million and a net loss from continuing operations of US$61.2 million in 2008, 2009 and 2010, respectively. Our net income and net losses from our continuing operations reflect the aggregate impact of non-cash items relating to share-based compensation of US$71.6 million in income in 2008, the change in fair value of our then outstanding Series D warrants, amortization of intangible assets and impairment of intangible assets of US$71.2 million in income in 2008, US$71.3 million in expenses in 2009 and US$78.6 million in expenses in 2010. All outstanding warrants to purchase Series D preferred shares were exercised in December 2010.

Immediately prior to the completion of this offering, our ordinary shares will be divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A and Class B ordinary shares will have the same rights, including dividend rights, except that holders of Class A ordinary shares will be entitled to one vote per share, while holders of Class B ordinary shares will be entitled to ten votes per share, and Class B ordinary shares may be converted into the same number of Class A ordinary shares by the holders thereof at any time, while Class A ordinary shares cannot be converted into Class B ordinary shares under any circumstances. The ADSs being sold in this offering represent Class A ordinary shares. Immediately after the completion of this offering, Mr. Joseph Chen, our founder, chairman and chief executive officer, and SB Pan Pacific Corporation, one of our existing major shareholders, will hold 270,258,970 and 135,129,480 Class B ordinary shares, respectively, which, together with the Class A ordinary shares they respectively hold, will represent 55.9% and 33.5%, respectively, of our aggregate voting power, assuming (i) the underwriters do not exercise their over-allotment option to purchase additional ADSs, and (ii) we will issue and sell a total of 33,000,000 Class A ordinary shares to a group of unrelated third-party investors through concurrent private placements, which number of shares has been calculated based on the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus.

Due to PRC legal restrictions on foreign ownership and investment in value-added telecommunications services and advertising businesses in China, we operate our business primarily through Beijing Qianxiang Tiancheng Technology Development Co., Ltd., or Qianxiang Tiancheng, which is our consolidated affiliated entity in China, and its subsidiaries. We do not hold any equity interest in Qianxiang Tiancheng or its subsidiaries. However, through a series of contractual arrangements with Qianxiang Tiancheng and its shareholders, we effectively control, and are able to derive substantially all of the economic benefits from, Qianxiang Tiancheng and its subsidiaries.

Our Industry

Social networking internet services provide users with interactive platforms to share and consume various forms of media content. Earlier internet communities were based on anonymity, with users assuming aliases or virtual identities in their interactions with other users. However, we believe that as users have become more comfortable and trusting in their interactions with others over the internet, the real name model for social networking has become increasingly popular, both worldwide and, more recently, in China. By mirroring real life relationships, real name social networks provide benefits to users by facilitating personal communication and sharing among actual friends and to advertisers by facilitating word-of-mouth advertising among friends and offering targeted advertising based on user's preferences, personal traits and online activities. Social networking service providers can monetize their user base through multiple channels, including online advertising, online games, social commerce services and other IVAS.

In China, the popularity of social networking is driven by a massive addressable user base, the growing availability of internet access and favorable internet usage trends. China already has the largest internet user and mobile user populations in the world, and these user populations are forecasted to continue to grow rapidly. While social networking has already captured a considerable share of the time Chinese internet users spend online, there is still significant potential for future growth. Based on data issued in July 2010 by comScore Media Metrix, 38.4% of internet users in China engaged in online social networking as of April 2010, compared to 69.8% globally and 81.4% in the United States; and internet users in China spent 7.8% of their online time on social networking websites in April 2010, compared to 13.9% globally and 11.6% in the United States.

Our Competitive Strengths

We believe that the following strengths contribute to our success and differentiate us from our competitors:

- largest real name social networking internet platform in China;
- integrated platform consisting of multiple services and features;
- highly engaged users;
- rapid introduction of new features and services;
- multiple established revenue sources;
- large open platform that extends our reach; and
- innovative and user-oriented culture.

Our Strategies

Our goal is to continue to lead and define the internet social networking industry in China. We intend to achieve our goal through implementing the following key strategies:

- focusing on long-term success;
- continually enhancing our user experience and engagement;
- growing and broadening our user base;
- leveraging our platform and brand to increase monetization;
- growing mobile usage of our platform; and
- pursuing strategic alliances and partnerships.

Our Challenges

We expect to face risks and uncertainties related to our business and industry, including those relating to our ability to:

- increase the size and level of engagement of our user base through innovation and provision of additional features, services and applications on our platform;
- effectively respond to competition in all aspects of our business;
- achieve and sustain operating profit, given our history of operating losses;
- leverage our user base to expand into new services which we believe have synergies with our platform;
- expand our nuomi.com social commerce services nationwide, which may result in significant financial losses to us;

- increase our revenues from online advertising and IVAS;
- capture and retain a significant portion of the growing number of users that accesses social networking and other internet services through mobile devices; and
- maintain a strong brand image and avoid events that could cause negative publicity and harm our reputation.

In addition, we expect to face risks and uncertainties related to our corporate structure and doing business in China, including:

- risks associated with our control over our consolidated affiliated entity and its subsidiaries, which is based on contractual arrangements rather than equity ownership; and
- uncertainties associated with our compliance with applicable PRC regulations and policies, including those relating to our platform and our online games and social commerce services.

See “Risk Factors” and other information included in this prospectus for a discussion of these and other risks and uncertainties associated with our business and investing in our ADSs.

Corporate History and Structure

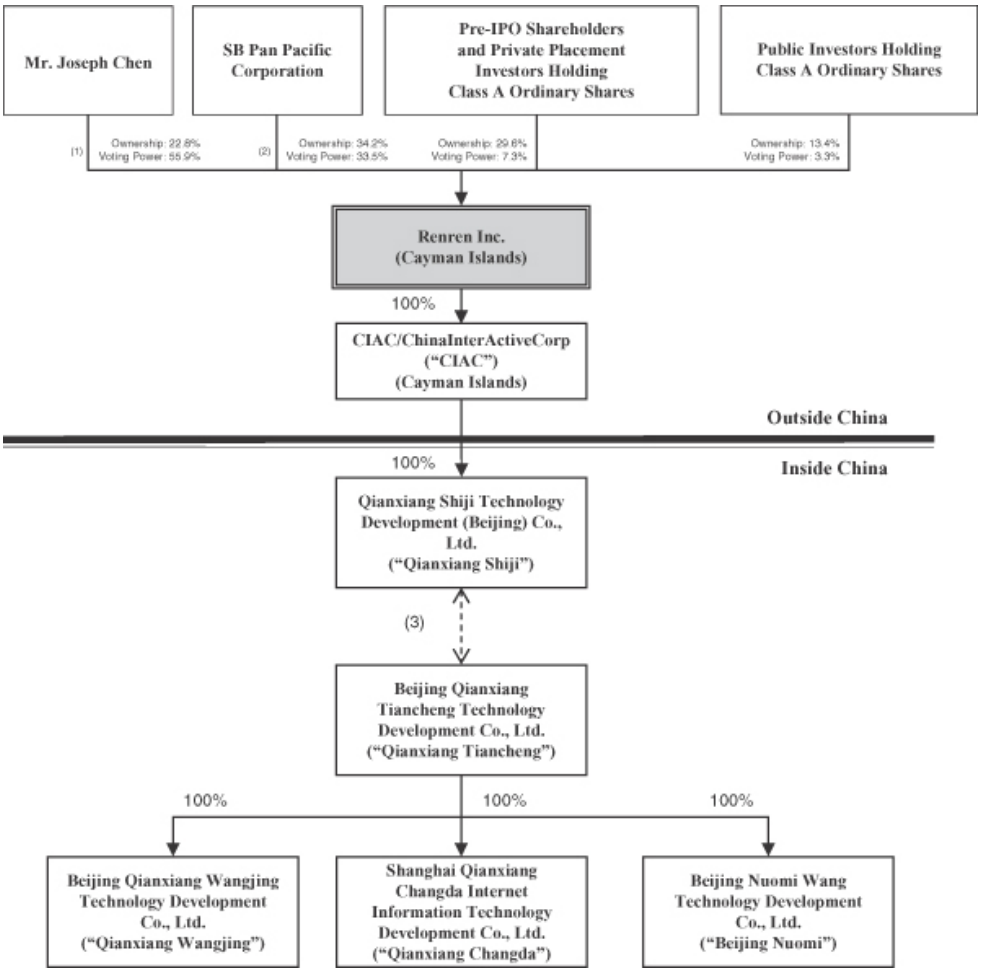
We began our operations in China in 2002 through Beijing Qianxiang Tiancheng Technology Development Co., Ltd., or Qianxiang Tiancheng, which has subsequently become one of our consolidated affiliated entities through the contractual arrangements described below. CIAC/ChinaInterActiveCorp, or CIAC, was 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, China. Qianxiang Shiji operates our business in China through a series of contractual arrangements it has entered into with our consolidated affiliated entities.

Our current holding company, Renren Inc., was incorporated in February 2006 in the Cayman Islands under our prior name, Oak Pacific Interactive, or OPI. 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 OPI on a pro rata basis. As a result, OPI acquired all of the equity interests in CIAC and CIAC became a wholly owned subsidiary of OPI. 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 prospectus concerning share and per share data gives retroactive effect to the ten-for-one share split.

PRC laws and regulations currently limit foreign ownership of companies that provide value-added telecommunications services. To comply with these restrictions, we conduct our operations in China principally through our consolidated affiliated entity, Qianxiang Tiancheng, which was established in China in October 2002, and its three wholly owned subsidiaries, namely (i) Beijing Qianxiang Wangjing Technology Development Co., Ltd., or Qianxiang Wangjing, (ii) Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd., or Qianxiang Changda, and (iii) Beijing Nuomi Wang Technology Development Co., Ltd., or Beijing Nuomi. 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. Beijing Nuomi is the operator of our nuomi.com website and holds the licenses and permits necessary to conduct our social commerce services in China. Qianxiang Changda is an online advertising company that plans to apply for the licenses and permits necessary to conduct our online games and real name social networking services.

The following diagram illustrates our anticipated shareholding, voting and corporate structure immediately after the completion of this offering, assuming (i) the underwriters do not exercise their option to purchase additional ADSs and (ii) we will issue and sell a total of 33,000,000 Class A ordinary shares to a group of unrelated third-party investors through concurrent private placements, which number of shares has been calculated based on the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus[1]:



(1) Consists of 270,258,970 Class B ordinary shares. Class B ordinary shares have the same rights as Class A ordinary shares except (i) in all matters subject to shareholder vote, Class B ordinary shares are entitled to ten votes whereas Class A ordinary shares are entitled to one vote, and (ii) conversion rights. For a description of Class A ordinary shares and Class B ordinary shares, please see "Description of Share Capital."

(2) Consists of 270,258,971 Class A ordinary shares and 135,129,480 Class B ordinary shares.
(3) Qianxiang Tiancheng and its three wholly owned subsidiaries, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi, are our consolidated affiliated entities in China. 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 director and chief operating officer. We effectively control Qianxiang Tiancheng and its three subsidiaries through contractual arrangements. See “Corporate History and Structure.”

Our wholly owned PRC subsidiary Qianxiang Shiji has entered into a series of contractual arrangements with Qianxiang Tiancheng and its shareholders, which enable us to:

- exercise effective control over Qianxiang Tiancheng and its subsidiaries through powers of attorney and business operations agreements;
- receive substantially all of the economic benefits of Qianxiang Tiancheng and its 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; and
- have an exclusive option to purchase all of the equity interests in Qianxiang Tiancheng when and to the extent permitted under PRC laws.

We do not have equity interest in Qianxiang Tiancheng or its subsidiaries. However, as a result of these contractual arrangements, we are considered the primary beneficiary of Qianxiang Tiancheng and its subsidiaries and we treat them as our consolidated affiliated entities under generally accepted accounting principles in the United States, or U.S. GAAP. We have consolidated the financial results of these companies in our consolidated financial statements in accordance with U.S. GAAP. For a description of these contractual arrangements, see “Corporate History and Structure.” For a detailed description of the regulatory environment that necessitates the adoption of our corporate structure, see “Regulation.” For a detailed description of the risks associated with our corporate structure and the contractual arrangements that support our corporate structure, see “Risk Factors—Risks Related to Our Corporate Structure.”

Corporate Information

Our principal executive offices are located at 23/F, Jing An Center, 8 North Third Ring Road East, Chao Yang District, Beijing, 100028, 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 Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman, KY1-1108 Cayman Islands. Our telephone number at this address is +1 (345) 949-4900. We also have offices in over 30 cities in China, including Shanghai, Guangzhou and Wuhan.

Investors should submit any inquiries to the address and telephone number of our principal executive offices set forth above. Our corporate website is www.renren-inc.com and the information contained on this website is not a part of this prospectus. Our agent for service of process in the United States is Law Debenture Corporate Services Inc.

THE OFFERING

The following assumes that the underwriters will not exercise their over-allotment option to purchase additional ADSs in this offering, unless otherwise indicated.

ADSs offered by us	42,898,711 ADSs.
ADSs offered by the selling shareholders	10,201,289 ADSs.
Total ADSs offered	53,100,000 ADSs.
Price per ADS	We currently expect that the initial public offering price will be between US$9.00 and US$11.00 per ADS.
ADSs to Class A ordinary share ratio	Each ADS represents three Class A ordinary shares.
ADSs outstanding immediately after this offering	53,100,000 ADSs (or 61,065,000 ADSs, if the underwriters exercise in full their over-allotment option to purchase additional ADSs).
Concurrent Private Placements	Concurrently with, and subject to, the completion of this offering, a group of third-party investors consisting of entities affiliated with Alibaba Group, China Media Capital and CITIC Securities, respectively, all of which are non-US entities, have agreed to purchase from us, severally but not jointly, an aggregate of US$110 million in Class A ordinary shares at a price per share equal to the initial public offering price adjusted to reflect the ADS-to-ordinary share ratio. Assuming an initial offering price of US$10.00 per ADS, the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus, these investors will purchase a total of 33,000,000 Class A ordinary shares from us. Our proposed issuance and sale of Class A ordinary shares to these investors are being made through private placements pursuant to an exemption from registration with the U.S. Securities and Exchange Commission under Regulation S of the Securities Act. In connection with the investment by Alibaba Group, we have agreed to pay a placement fee equal to 3% of the aggregate purchase price for the investment to Credit Suisse Securities (USA) LLC as the placement agent. All the investors have agreed with the underwriters not to, directly or indirectly, sell, transfer or dispose of any Class A ordinary shares acquired in the private placements for a period of 180 days after the date of this prospectus, subject to certain exceptions.
Ordinary shares outstanding immediately after this offering	1,185,218,103 shares, comprised of (i) 803,724,653 Class A ordinary shares (including 33,000,000 Class A ordinary shares we will issue in private placements concurrently with this offering, which number of shares has been calculated based on an initial offering price of

	US$10.00 per ADS, the midpoint of the estimated initial offering price range shown on the front cover of this prospectus) and (ii) 405,388,450 Class B ordinary shares.
The ADSs	The depositary will hold the Class A ordinary shares underlying your ADSs and you will have rights as provided in the deposit agreement. We do not expect to pay dividends in the foreseeable future. If, however, we declare dividends on our ordinary shares, the depositary will pay you the cash dividends and other distributions it receives on our ordinary shares, after deducting its fees and expenses. You may turn in your ADSs to the depositary in exchange for Class A ordinary shares. The depositary will charge you fees for any exchange. We may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs, you agree to be bound by the deposit agreement as amended. To better understand the terms of the ADSs, you should carefully read the “Description of American Depositary Shares” section of this prospectus. You should also read the deposit agreement, which is filed as an exhibit to the registration statement that includes this prospectus.
Ordinary shares	Immediately prior to the completion of this offering, our ordinary shares will consist of Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares and Class B ordinary shares have the same rights, including dividend rights, except for voting and conversion rights. In respect of matters requiring shareholder approval, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to ten votes. 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 circumstance. Class B ordinary shares will automatically convert into the same number of Class A ordinary shares under certain circumstances. For a description of Class A ordinary shares and Class B ordinary shares, see “Description of Share Capital.”
Option to purchase additional ADSs	We have granted to the underwriters an option, exercisable within 30 days from the date of this prospectus, to purchase up to an additional 7,965,000 ADSs.
Reserved ADSs	At our request, the underwriters have reserved for sale, at the initial public offering price, up to an aggregate of 3,717,000 ADSs offered in this offering to some of our directors, officers, employees, business associates and related persons through a directed share program.

Use of proceeds	We expect that we will receive net proceeds of approximately US$507.9 million from this offering and the concurrent private placement, or US$582.7 million if the underwriters exercise in full their over-allotment option to purchase additional ADSs, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, assuming an initial public offering price of US$10.00 per ADS, the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus. We intend to use the net proceeds from this offering and the concurrent private placements as follows: (i) approximately US$180 million for investing in our technology and research and development activities; (ii) approximately US$180 million for expanding our sales and marketing activities; and (iii) the balance for other general corporate purposes, including potential strategic acquisitions and investments. See "Use of Proceeds" for more information. We will not receive any of the proceeds from the sale of ADSs by the selling shareholders.
NYSE symbol	RENN
Depositary	Citibank, N.A.
Lock-up	We, our directors and executive officers, and our principal existing shareholders have agreed with the underwriters not to sell, transfer or dispose of any ADSs, ordinary shares or similar securities for a period of 180 days after the date of this prospectus. In addition, we have instructed Citibank, N.A., as depositary, not to accept any deposit of ordinary shares or issue any ADSs for 180 days after the date of this prospectus (other than in connection with this offering), unless we otherwise instruct the depositary with the prior written consent of the representatives of the underwriters. See "Underwriting."
Risk factors	See "Risk Factors" and other information included in this prospectus for a discussion of risks you should carefully consider before investing in our ADSs.

The number of ordinary shares that will be outstanding immediately after this offering:

- is based upon 1,023,521,970 ordinary shares outstanding as of the date of this prospectus, assuming the conversion of all outstanding preferred shares into 725,668,320 ordinary shares immediately upon the completion of this offering;
- excludes 48,337,290 ordinary shares issuable upon the exercise of share options outstanding as of the date of this prospectus, at a weighted average exercise price of US$0.42 per share;
- excludes 27,690,530 restricted ordinary shares (i.e. ordinary shares issued but unvested) as of the date of this prospectus; and
- excludes 71,129,128 ordinary shares reserved for future issuances under our equity incentive plans.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following summary consolidated statement of operations data for the years ended December 31, 2008, 2009 and 2010 and the summary consolidated balance sheet data as of December 31, 2009 and 2010 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our balance sheet data as of December 31, 2008 has been derived from our audited financial statements not included elsewhere in this prospectus. You should read this summary consolidated financial data together with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP.

	Year ended December 31,		
	2008	2009	2010
	(in thousands of US$, except for share, per share and per ADS data)		
Summary Consolidated Statement of Operations Data:			
Net revenues	$ 13,782	$ 46,684	$76,535
Cost of revenues	5,667	10,379	16,624
Gross profit	8,115	36,305	59,911
Operating expenses[1]:			
Selling and marketing	7,111	19,375	20,281
Research and development	4,921	12,937	23,699
General and administrative	4,045	6,510	7,511
Impairment of intangible assets	—	211	739
Total operating expenses	16,077	39,033	52,230
(Loss) gain from operations	(7,962)	(2,728)	7,681
Change in fair value of warrants	72,875	(68,184)	(74,364)
Exchange (loss) gain on dual currency deposit	(12,908)	1,673	3,781
Interest income	801	288	335
Realized gain on marketable securities	—	755	—
Gain on disposal of cost of method investment	—	—	40
Impairment of cost method investment	(350)	—	—
Income (loss) before provision for income tax and loss in equity method investment, net of income taxes	52,456	(68,196)	(62,527)
Income tax (expenses) benefit	(523)	31	1,332
Income (loss) before loss in equity method investment, net of income taxes	51,933	(68,165)	(61,195)
Losses in equity method investment, net of income taxes	(41)	(102)	—
Income (loss) from continuing operations	51,892	(68,267)	(61,195)
Discontinued operations:			
Loss from discontinued operations, net of tax	(2,740)	(2,481)	(4,301)
Gain on disposal of discontinued operations, net of tax	—	633	1,341
Loss on discontinued operations, net of tax	(2,740)	(1,848)	(2,960)
Net income (loss)	49,152	(70,115)	(64,155)
Add: Net loss attributable to the noncontrolling interest	185	—	—
Net income (loss) attributable to Renren Inc.	$ 49,337	$ (70,115)	$(64,155)
Net income (loss) per share:			
Income (loss) from continuing operations per share attributable to Renren Inc. shareholders:			
Basic	$ 0.00	$ (0.34)	$ (0.30)
Diluted	$ 0.00	$ (0.34)	$ (0.30)
Loss from discontinued operations per share attributable to Renren Inc. shareholders:			
Basic	$ (0.01)	$ (0.01)	$ (0.01)
Diluted	$ (0.01)	$ (0.01)	$ (0.01)
Net loss per share attributable to Renren Inc. shareholders:			
Basic	$ (0.01)	$ (0.35)	$ (0.31)
Diluted	$ (0.01)	$ (0.35)	$ (0.31)
Net loss per ADS[2]:			
Basic	$ (0.02)	$ (1.03)	$ (0.94)
Diluted	$ (0.02)	$ (1.03)	$ (0.94)
Weighted average number of shares used in calculating net income (loss) per ordinary share:			
Basic	247,587,070	250,730,367	244,613,530
Diluted	251,533,130	250,730,367	244,613,530

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

	Year ended December 31,		
	2008	2009	2010
	(in thousands of US$)		
Allocation of Share-based Compensation Expenses:			
Selling and marketing	$ 79	$ 78	$ 121
Research and development	176	232	572
General and administrative	977	1,946	2,105
Total share-based compensation expenses	$ 1,232	$ 2,256	$ 2,798

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

	As of December 31,				
	2008	2009	2010		
			Actual	Pro forma[1]	Pro forma as adjusted[2]
			(in thousands of US$)		
Summary Consolidated Balance Sheet Data:					
Cash and cash equivalents	$ 51,424	$ 90,376	$ 136,063	$ 136,063	$643,940
Short-term investments	14,369	36,369	62,318	62,318	62,318
Accounts receivable, net	5,991	14,362	12,815	12,815	12,815
Warrants-asset	63,710	—	—	—	—
Total current assets	138,011	147,409	437,519	437,519	945,396
Total assets	165,244	179,122	456,474	456,474	964,351
Warrants-liability	—	21,481	—	—	—
Total current liabilities	9,640	40,769	25,391	25,391	25,391
Total liabilities	10,881	41,706	25,907	25,907	25,907
Series C convertible redeemable preferred shares	36,764	28,520	28,520	—	—
Series D convertible redeemable preferred shares	130,000	193,398	571,439	—	—
Total equity (deficit)	$ (12,401)	$ (84,502)	$(169,392)	$ 430,567	$938,444

Notes:
(1) Our consolidated balance sheet data as of December 31, 2010 on a pro forma basis reflects the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares upon the closing of this offering.
(2) Our consolidated balance sheet data as of December 31, 2010 on a pro forma as adjusted basis reflects (a) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares upon the closing of this offering; (b) the net proceeds we will receive in this offering, and (c) the issuance and sale by us of Class A ordinary shares to a group of third-party investors through concurrent private placements, in each of (b) and (c) above, assuming an initial offering price of US$10.00 per ADS (equivalent to US$3.33 per Class A ordinary share), the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus.

Non-GAAP Financial Measure

To supplement income (loss) from continuing operations presented in accordance with U.S. GAAP, we use adjusted net income (loss) as a non-GAAP financial measure. We define adjusted net income (loss) as income (loss) from continuing operations excluding share-based compensation expenses, change in fair value of warrants, amortization of intangible assets and impairment of intangible assets. We present this non-GAAP financial measure because it is used by our management to evaluate our operating performance, in addition to income (loss) from continuing operations prepared in accordance with U.S. GAAP. We also believe it is useful supplemental information for investors and analysts to assess our operating performance without the effect of

non-cash share-based compensation expenses, change in fair value of warrants, amortization of intangible assets and impairment of intangible assets. Pursuant to U.S. GAAP, we recognized the change in fair value of the then outstanding Series D warrants in the statement of operations for the periods presented. All outstanding warrants to purchase Series D preferred shares were exercised in December 2010.

The use of adjusted net income (loss) has material limitations as an analytical tool. One of the limitations of using this non-GAAP financial measure is that it does not include share-based compensation expenses, which have been and will continue to be significant recurring factors in our business. In addition, although amortization is a non-cash charge, the assets being amortized often will have to be replaced in the future, and adjusted net income (loss) does not reflect any cash requirements for such replacements. Furthermore, because adjusted net income (loss) is not calculated in the same manner by all companies, it may not be comparable to other similar titled measures used by other companies. In light of the foregoing limitations, you should not consider adjusted net income (loss) as a substitute for or superior to income (loss) from continuing operations prepared in accordance with U.S. GAAP. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

The following table sets forth the calculation of our adjusted net income (loss), which is determined by adding back to our income (loss) from continuing operations presented in accordance with U.S. GAAP (i) share-based compensation expenses, (ii) change in fair value of warrants, (iii) amortization of intangible assets and (iv) impairment of intangible assets.

	Year ended December 31,		
	2008	2009	2010
		(in thousands of US$)	
Income (loss) from continuing operations	$ 51,892	$ (68,267)	$ (61,195)
Add back: share-based compensation expenses	1,232	2,256	2,798
Add back: change in fair value of warrants	(72,875)	68,184	74,364
Add back: amortization of intangible assets	412	608	673
Add back: impairment of intangible assets	—	211	739
Adjusted net income/(loss)	$ (19,339)	$ 2,992	$ 17,379

RISK FACTORS

An investment in our ADSs involves significant risks. You should consider carefully all of the information in this prospectus, including the risks and uncertainties described below, before making an investment in our ADSs. Any of the following risks could have a material adverse effect on our business, financial condition and results of operations. In any such case, the market price of our ADSs could decline, and you may lose all or part of your investment.

Risks Related to Our Business and Industry

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

Our success depends on our ability to grow our user base and keep our users highly engaged on our platform, which we refer to as our SNS platform. In order to attract and retain users and compete against our direct competitors and other channels for communication, sharing and entertainment over the internet, we must continue to innovate and introduce services and applications that our users find enjoyable and cause them to return to our SNS platform more frequently and for longer durations. For example, we must continue to develop new functions and features on our SNS platform that appeal to users, develop or acquire licenses to popular online games, and offer social commerce deals that are attractive to our users. The popularity of social networking websites, online games, social commerce and other internet services is difficult to predict, and we cannot be certain that the services we offer will continue to be popular with our users or sufficiently successful to offset the costs incurred to offer these services. Given that we operate in the emerging and rapidly evolving social networking industry in China, we need to continuously anticipate user preferences and industry changes and respond to such changes in a timely and effective manner. 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 leave our website for competitor websites 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 on another website. A decrease in the number of our users would render our platform less attractive to advertisers and users and may decrease our advertising and IVAS revenues, which may have a material and adverse effect on our business, financial condition and results of operations.

In addition, 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. For example, over 60% of the users of our nuomi.com social commerce website are users of renren.com. Similarly, revenues from our online games depend on the continued success of our SNS platform, as many of our game players access our games from renren.com. 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 users to competitors, which could materially and adversely affect our ability to maintain and increase revenues from online advertising and IVAS.

We face significant competition in almost every aspect of our business, particularly from companies that provide social networking, internet communication, online games, search functions and/or other products and services, such as Tencent, Inc., kaixin001.com and SINA Corporation. 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. 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. In addition, 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, 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. We believe that PRC social networking websites, including us, are likely to have a competitive advantage over international competitors entering the China market, as these companies, so far, are likely to lack operational infrastructure in China and content localization experience, and the websites of some global social networking service providers, such as Facebook, are currently not accessible in the PRC. We cannot assure you, however, that this competitive advantage will continue to exist, particularly if international competitors such as Facebook form alliances with or acquire PRC domestic internet companies, or otherwise enter the China market.

Our social commerce services face intense competition from the rapidly growing number of social commerce service providers in China, including lashou.com, meituan.com and dianping.com. Leading international social commerce service providers, such as Groupon, Inc., are also expanding into the China market. In addition, some other leading Chinese internet companies have announced the launch of social commerce offerings. The social commerce industry in China has become extremely competitive, and some of our competitors are adopting aggressive measures to increase their market share. We may not be able to compete effectively to maintain or increase our market share.

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 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 of our social commerce and other new services to capture market share, which could adversely affect our profitability. Furthermore, if we are involved in disputes with any of our competitors that result in negative publicity regarding our services, such disputes, regardless of their veracity or outcome, may harm our brand image and in turn result in a decreased number of users. In addition, any legal proceedings or measures we take in response to such disputes may be expensive, time-consuming and disruptive to our operations and divert our management's attention.

If we do not successfully expand into new services for our platform, our future results of operations and growth prospects may be materially and adversely affected.

The core of our business has been providing a real name SNS platform and deriving advertising revenues from advertisements displayed on our platform. In recent years, in an effort to meet the expanding needs of our users while diversifying our revenue sources, we have leveraged our large and growing user base to launch new services which we believe have synergies with our SNS platform, such as online games, social commerce and our newly launched professional and business social networking service website. However, the social commerce business model is new and unproven and the online games industry may not grow at the same rate as in the past. Furthermore, expansions into new services may present operating and marketing challenges that are different from those that we currently encounter. For each new service we offer, we face competition from many large and established market participants, and in the case of social commerce service, from many other players who are investing significantly in this business. If we cannot successfully address the new challenges and compete effectively in our new services, we may not be able to develop a sufficiently large user base, recover costs incurred for developing and marketing new services, or achieve profitability from these services, and our future results of operations and growth prospects may be materially and adversely affected.

Our social commerce services entail many aspects that are not a part of our other services and with which we have little or no experience.

Our social commerce services require us to engage in activities that have not been a substantial part of our other services, and with which we have little or no experience. For example, in order to arrange high quality social commerce deals for each day in each location covered by nuomi.com, we have introduced local sales teams, who work directly with local merchants or event organizers seeking to target users in a specific city or region, and we may not be able to effectively manage these local sales teams. If we fail to perform in these aspects of our social commerce services with which we have little or no experience, our social commerce services and its prospects may be materially and adversely affected.

We plan to invest significantly in the nationwide expansion of our social commerce services and we may not be successful in this new endeavor, which could adversely affect our results of operations and financial condition.

Since June 2010, we have provided social commerce services through nuomi.com. We plan to invest significantly in the nationwide expansion of our social commerce services. As a result of the short history of the social commerce industry in China, its potentially volatile growth, and the various measures being implemented by social commerce service providers attempting to establish themselves in the industry, our ability to successfully implement our nationwide expansion strategy is subject to various risks and uncertainties, including:

- our ability to compete effectively with the increasing number of social commerce service providers;
- the significant investments required to promote and improve our services to users;
- the significant investments required to market and demonstrate the value of our social commerce services to merchants;
- our ability to maintain our reputation and brand in the social commerce service industry; and
- uncertainties regarding the evolution of the PRC laws and regulations applicable to the social commerce industry, including with respect to business tax obligations.

If we are unable to manage these risks and successfully implement our expansion plans, our future results of operations and financial condition may be adversely affected.

The business opportunities for SNS, online games, social commerce and other internet services in China are continuously 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 continuous development of emerging internet business models in China, including those for social networking, online games and social commerce. 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 social networking, online games and social commerce industries 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 are not a part of our service offerings and which may render social networking services, online games or social commerce less attractive to users. The growth and development of the social networking, online games and social commerce 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 the social networking, online games and social commerce industries in China 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 games and social commerce industries are subject to rapid and continuous changes in technology, user preferences, 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. 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 in keeping up with technological development may result in our platform being less attractive, which in turn, may materially and adversely affect our business and prospects.

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 net income from continuing operations of US$51.9 million, a net loss from continuing operations of US$68.3 million and a net loss from continuing operations of US$61.2 million in 2008, 2009 and 2010, respectively. Our net income and net losses from our continuing operations reflect the aggregate impact of non-cash items relating to the change in fair value of our then outstanding Series D warrants, share-based compensation, amortization of intangible assets and impairment of intangible assets of US$71.2 million in income in 2008, US$71.3 million in expenses in 2009 and US$78.6 million in expenses in 2010. All outstanding warrants to purchase Series D preferred shares were exercised in December 2010. In addition to the aggregate impact of these non-cash items, 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 strategic investments. We expect that we will continue to incur research and development, marketing and other costs to launch new services and grow our user and advertiser bases.

Our ability to achieve profitability is affected by various factors, some of which are beyond our control. For example, 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 addition, the success of our online games depends on our ability to internally develop or license from third parties games that are attractive to our user base. Furthermore, the success of our social commerce services depends on our ability to maintain and grow our user and merchant base while earning commissions from merchants that offer attractive discounts to the users of our nuomi.com website, and as competition in China's social commerce intensifies, we may choose to invest heavily in our nuomi.com services to gain market share, which may result in substantial losses for us. We may continue to 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 in evolving industries such as the SNS, online games and social commerce industries in China.

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

In 2008, 2009 and 2010, online advertising accounted for 49.2%, 39.4% and 41.8%, respectively, of our total net revenues. Consequently, our profitability and prospects depend on the continuous development of the online advertising industry and advertisers' allocation of an increasing portion of their budgets to social networking websites in China. However, the internet penetration rate in China is relatively low as compared to most developed countries, and many advertisers in China have limited experience with online advertising and

have historically allocated a small portion of their advertising budgets to online advertising. Advertising on social networking websites is an even newer 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. Advertisers' willingness to advertise on our SNS platform may be affected by a number of factors, some of which are beyond our control, including:

- our ability to develop a larger and more engaged user base for our SNS platform with demographic characteristics that are more attractive to advertisers;
- acceptance of advertising online in general and SNS platforms in particular as an effective marketing channel;
- our development of tailored advertising solutions to meet advertisers' needs; and
- changes in government regulations or policies affecting the online advertising industry or the social networking industry in China.

We also may be unable to respond adequately to changing trends in online advertising or advertiser demands or preferences or keep up with technological innovation and improvements in the measurement of user traffic and online advertising. If the online advertising market size does not increase from current levels or we are unable to capture and retain a sufficient share of that market, our ability to maintain or increase our current level of online advertising revenues, and our profitability and prospects could be materially and adversely affected.

If we are unable to successfully capture and retain a significant portion of the growing number of users that accesses social networking and other internet services through mobile devices, we may lose users, which may have a material adverse effect on our business, financial condition and results of operations.

Our real name SNS platform is now accessible to users from any internet-enabled device, and we offer versions of our services and client applications that have been optimized for mobile device operating systems, including for iPhone, Android and Symbian. An important element of our strategy is to continue to develop new mobile applications to capture a greater share of the growing number of users that access social networking, online games, social commerce and other internet services through smart phones and other mobile devices. The lower resolution, functionality, and memory associated with some mobile devices make the use of our products and services through such devices more difficult and the versions of our products and services we develop for these devices may fail to prove compelling to users, manufacturers or distributors of alternative devices. Manufacturers or distributors may establish unique technical standards for their devices, and our products and services may not work or be viewable on these devices as a result. As new devices and new platforms are continually being released, it is difficult to predict the problems we may encounter in developing versions of our products and services for use on these devices and we may need to devote significant resources to the creation, support, and maintenance of such services. Furthermore, new social networking services may emerge which are specifically created to function on mobile platforms, as compared to our SNS platform that was originally designed to be accessed through personal computers, or PCs, and such new services may operate more effectively through mobile devices than our own. If we are unable to attract and retain a substantial number of mobile device users to our products and services, 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.

If we fail to maintain and enhance our Renren, Nuomi 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, Nuomi 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.

Historically, with our large and growing user base, our broad range of rich communication features and functions, our information and content-sharing features, and our portfolio of online games and other services and applications, 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. As a company with a limited operating history in our current business, 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 have received in the past and expect to continue to receive complaints from users, including users of our nuomi.com website regarding the quality or availability of the products, services and events offered on nuomi.com by the various merchants with whom we contract. The responsibility to users for the quality and availability of products, services and events offered on nuomi.com is borne by the merchants, not by us. However, regardless of which party bears such legal responsibility, if our users' complaints are not addressed to their satisfaction, our reputation and our market position could be significantly harmed, which may materially and adversely affect our business and prospects.

We may not be able to manage our expansion effectively.

We have experienced rapid growth in our business in recent years. The number of renren.com's activated users increased from approximately 33 million as of December 31, 2008 to approximately 110 million as of December 31, 2010, and our monthly unique log-in users increased from approximately 17 million in December 2008 to approximately 24 million in December 2010. In March 2011, we had approximately 31 million monthly unique log-in users. In addition, the number of our employees grew rapidly from 791 as of December 31, 2008 to 1,570 as of December 31, 2010. We expect to continue to grow our user base and our business operations. Our rapid expansion may expose us to new challenges and risks. To manage the further expansion of our business and the expected growth of our operations and the number of our research and development, sales and other personnel, we need to continuously expand and enhance our infrastructure and technology, and improve our operational and financial systems, procedures and controls. We also need to train, manage and motivate our growing employee base. In addition, we need to maintain and expand our relationships with advertisers, advertising agencies, Renren Connect partner websites, third-party developers of online games and applications offered on our platform, merchants for our nuomi.com services 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. 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 the revocation of licenses to provide internet content and other licenses, the closure of the concerned websites and reputational harm. The website operator may also be held liable for such censored information displayed on or linked to their website. For a detailed discussion, see "Regulation—Regulations on Value-Added Telecommunications Services," "Regulation—Regulations on Internet Content Services" and "Regulation—Regulations on Information Security and Censorship."

Through our SNS platform, we allow users to upload written materials, images, pictures and other 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 through our platform, including through hypertext links, news feeds, Renren Like, Renren Share and our Renren Connect program. 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 center and Renren Open Platform program. 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 "Business—Technology and Infrastructure—Anti-spamming and other filtering systems" 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 may subject us to liability. 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.

Concerns about our practices with regard to the collection, use or disclosure of personal information or other privacy-related matters, even if unfounded, could damage our reputation and operating results. As of March 31, 2011, our platform had accumulated a total of approximately 2.9 billion photos, 249 million blogs and 20.8 billion comments or reviews. We apply strict management and protection to any information provided by users, and under our privacy policy, without our users' prior consent, we will not provide any of our users' personal information to any unrelated third party. 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 is shared with advertisers, IVAS providers or others 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 directly 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, such as customers' credit card numbers and expiration dates, personal information and billing addresses, 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 crimes 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. Security breaches of the online payment systems that we use could expose us to litigation and possible liability for failing to secure confidential customer information and could, among other things, damage our reputation and the perceived security of the online payment systems that we use.

A significant barrier to financial transactions or other electronic payment processing platforms over the internet in general has been public concern over the security of online payments. If these concerns are not adequately addressed, they may inhibit the growth of paid online services generally. In 2010, 58.2% of our total net revenues were derived from IVAS, which users purchase using bank cards, SMS and mobile payment and other payment methods, and we plan to increase this percentage in the future. If a well-publicized internet or mobile network breach of security were to occur, the perceived security of the online payment systems may be damaged, and users concerned about the security of their transactions may become reluctant to purchase our IVAS even if the publicized breach did not involve payment platforms or methods used by us.

If any of the above were to occur and damage our reputation or the perceived security of the online payment systems that we use, we may lose users and user traffic, and users may be discouraged from purchasing our IVAS, which may have an adverse effect on our business. Any significant reduction in user traffic could lead to lower advertising revenues or lower IVAS revenues.

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 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 are not 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.

As the social commerce service industry is at an early stage of development in China, it is unclear whether these PRC advertising laws and regulations or similar laws or regulations apply or will apply to our social commerce services.

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 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 IVAS 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, we could be required to devote greater resources and time to develop attractive games and applications on our own or license new games and applications from other parties.

If the third parties on which 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.

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. The risks we face in this area include:

- our systems are potentially vulnerable to damage or interruption as a result of earthquakes, floods, fires, extreme temperatures, power loss, telecommunications failures, technical error, computer viruses, hacking and similar events;
- we may 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. The development and implementation of software upgrades and other improvements to our internet services is a complex process, and issues not identified during pre-launch testing of new services may only become evident when such services are made available to our entire user base; and
- 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. In particular, electricity, temperature control or other failures at the data centers we use may adversely affect the operation of our servers or result in service interruptions or data loss.

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.

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.

We allow users to upload written materials, images, pictures and other content on our platform and download, share, link to and otherwise access games and applications (some of which are developed by third parties) as well as audio, video and other content either on our platform or from other websites through our platform. We have procedures designed to reduce the likelihood that content might be used without proper licenses or third-party consents. See "Business—Technology and Infrastructure—Anti-spamming and other filtering systems." However, these procedures may not be effective in preventing the unauthorized posting of copyrighted content.

With respect to games and applications developed by third parties, we have procedures designed to reduce the likelihood of infringement. However, such procedures might not be effective in preventing third-party games and applications from infringing other parties' rights. We have and may continue to face liability for copyright or trademark infringement, defamation, unfair competition, libel, negligence, and other claims based on the nature and content of the materials that are delivered, shared or otherwise accessed through our services or published on our websites. See "Regulation— Regulations on Intellectual Property Rights."

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 use without our authorization 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.

If we are unable to successfully develop and source new online games, our business prospects, financial condition and results of operations may be materially and adversely affected.

We have a diverse and attractive portfolio of games that have synergies with our renren.com user base. Our net revenues from online games accounted for 45.5%, 50.5% and 45.0% of our total net revenues in 2008, 2009 and 2010, respectively. As a result, we must continue to develop and source new online games that appeal to our game players. We develop and source new online games through our multi-channel strategy, including in-house development, licensing games from third parties and our Renren Open Platform program. Our ability to develop successful new online games in-house will largely depend on our ability to (i) anticipate and effectively respond to changing game player interests and preferences and technological advances in a timely manner, (ii) attract, retain and motivate talented online game development personnel and (iii) execute effectively our online game development plans. In-house development requires a substantial initial investment prior to the launch of a game, as well as a significant commitment of future resources to produce updates and expansion packs.

We license many of our online games, including some of our most popular games, from third parties. 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. Additionally, we depend upon our licensors to provide technical support necessary for the operation of the licensed games, as well as updates and expansion packs that help to sustain interest in a game. Moreover, certain marketing activities often require the consent of our licensors. Our license agreements typically do not allow us to automatically extend the term of the license without renegotiating with the licensors. We may want to extend a license upon its expiration but may not be able to do so on terms acceptable to us or at all. Our licensors may also demand new royalty terms that are unacceptable to us. Our ability to continue to license our online games and to maintain good relationships with our licensors also affect our ability to license new games developed by the same licensors.

We cannot assure you that we will be successful in developing successful new online games in-house or licensing them from third parties, and if we fail to do so, our revenues from our online games business may decrease and some of our SNS users may become less engaged with our SNS platform, which may cause our website to be viewed by advertisers as a less attractive option for advertising their products and services and may cause our advertising revenues to decrease. If this were to happen, our financial condition, results of operations and business prospects may be materially and adversely affected.

If we do not deliver new "hit" games to the market, or if consumers prefer our competitors' online games over those we provide, our operating results will suffer.

While various online game developers regularly introduce new online games, a small number of "hit" titles account for a significant portion of total revenue in the online games industry. If we do not deliver new hit games to the market, or if hit products offered by our competitors take a larger share of the market than we anticipate, the revenues generated by the online games that we offer will fall below expectations.

For example, Tianshu Qitan, which is one of our massively multiplayer online role playing games, or MMORPGs, contributed 31.1% of our online games revenues and 14.0% of our total net revenues in 2010. As with other online games, Tianshu Qitan has a finite commercial lifespan that we would not typically expect to exceed three years, and we believe that Tianshu Qitan, which we launched in late 2008, is in the more mature stage of its commercial lifespan. If we fail to deliver new hit games to replace the revenues generated by Tianshu Qitan, our results of operations will be materially and adversely affected.

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 they have the option to purchase virtual in-game items such as items that improve the strength of game character, in-game accessories and pets. 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 may not be the best revenue model for our games. 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 closely game players' tastes and preferences, 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 in the future need to switch our revenue model 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 a change in revenue model may materially and adversely affect our business, financial condition and results of operations.

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 our 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, and we may incur additional expenses to recruit, train and retain personnel. 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 Relating 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 social commerce industries for qualified employees 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, we may be unable to grow effectively or at all.

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

Historically, we have held large cash balances in currencies other than U.S. dollars, including Japanese Yen and Renminbi. We also hold dual currency deposits in U.S. dollars and Japanese Yen. Fluctuations in exchange rates and changes in the investment environment can affect market prices and the income from our deposits and other investments. We have in the past suffered substantial losses as a result of these deposits and other investments. We had an exchange loss of US$12.9 million on dual currency deposits in 2008, which primarily related to dual currency deposits in U.S. dollars and Australian dollars. We may in the future 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 may have a material adverse effect on your investment" and for a discussion of our foreign exchange risk in general, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Foreign Exchange Risk."

We also hold marketable securities including equity investments in corporations that we do not control, such as eLong, an affiliate of Expedia and a leading online travel company in China. If these investments perform poorly, we may suffer substantial losses, which could materially affect our financial condition and results of operations.

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

We have adopted four equity incentive plans, on February 27, 2006, January 31, 2008, October 15, 2009 and on April 14, 2011. As of the date of this prospectus, options to purchase a total of 48,337,290 ordinary shares of our company were outstanding. See "Management—Equity Incentive Plans" for a detailed discussion. For the years ended December 31, 2008, 2009 and 2010, we recorded US$1.2 million, US$2.3 million and US$2.8 million, respectively, in share-based compensation expenses. As of December 31, 2010, we had US$5.6 million of unrecognized share-based compensation expenses relating to share options, which are expected to be recognized over a weighted average vesting period of 1.43 years. We believe the granting of share options is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share options to 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 maintain and increase user traffic;
- our ability to attract and retain advertisers or recognize online advertising revenues in a given quarter;
- changes in government policies or regulations, or their enforcement; and
- geopolitical events or natural disasters such as war, threat of war, earthquake or epidemics.

Our operating results tend to be seasonal and fluctuating. For instance, we typically have lower online advertising revenues during the first quarter of each year primarily due to the Chinese New Year holidays in that quarter, and we experienced a moderate decline in our online advertising revenues in the fourth quarter of 2010. In addition, advertising spending in China has historically been cyclical, reflecting overall economic conditions as well as the budgeting and buying patterns of our customers.

Our business, financial condition and results of operations, as well as our ability to obtain financing, may be adversely affected by the downturn in the global or Chinese economy.

The global financial markets have experienced significant disruptions since 2008 and the effect of the crisis persisted in 2009 and 2010. China's economy has also faced challenges. To the extent that there have been improvements in some areas, it is uncertain whether such recovery is sustainable. Since we have derived at least 39% of our net revenues in each of the previous three years from online advertising in China and the advertising industry is particularly sensitive to economic downturns, our business and prospects may be affected by the macroeconomic environment in China. A prolonged slowdown in China's economy may lead to a reduced amount of advertising activities, which could materially and adversely affect our business, financial condition and results of operations.

Moreover, a slowdown in the global or China's economy or the recurrence of any financial disruptions may have a material and adverse impact on financings available to us. The weakness in the economy could erode investors' confidence, which constitutes the basis of the credit market. The recent financial turmoil affecting the financial markets and banking system may significantly restrict our ability to obtain financing in the capital markets or from financial institutions on commercially reasonable terms, or at all. Although we are uncertain about the extent to which the recent global financial and economic crisis and slowdown of China's economy may impact our business in the short term and long term, there is a risk that our business, results of operations and prospects would be materially and adversely affected by any ongoing global economic downturn or slowdown of China's economy.

In the course of preparing our consolidated financial statements, one material weakness and one significant deficiency in our internal control over financial reporting were identified. 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.

Prior to this offering, we have been a private company with limited accounting personnel and other resources for addressing our internal control over financial reporting. In connection with the preparation and

audit of our consolidated financial statements included in this prospectus, we and our independent registered public accounting firm identified one material weakness and one significant deficiency, each as defined in the U.S. Public Company Accounting Oversight Board Standard AU Section 325, *Communications About Control Deficiencies in an Audit of Financial Statements*, or AU325, in our internal control over financial reporting as of December 31, 2010. As defined in AU325, a material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis, and a significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of our financial reporting.

The material weakness identified related to insufficient accounting personnel with appropriate U.S. GAAP knowledge. The significant deficiency identified was our not having a formal policy for investment of our surplus cash and the management of our treasury functions. Following the identification of the material weakness and significant deficiency, we have taken measures and plan to continue to take measures to remediate the material weakness and significant deficiency. For a discussion of the remedial measures we have undertaken or are in the process of undertaking, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Internal Control Over Financial Reporting". However, the implementation of these measures may not fully address the material weakness, significant deficiency and other control deficiencies in our internal control over financial reporting, and we cannot yet conclude that they have been fully remedied. Failure to correct the material weakness, significant deficiency and other control deficiencies or our failure to discover and address any other control deficiencies 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.

Neither we nor our independent registered public accounting firm undertook a comprehensive assessment of our internal control for purposes of identifying and reporting material weaknesses and other control deficiencies in our internal control over financial reporting as we and they will be required to do once we become a public company. In light of the material weakness, significant deficiency and other control deficiencies that were identified as a result of the limited procedures performed, we believe it is possible that, had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional control deficiencies may have been identified.

Upon the closing of this offering, we will become subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act, or Section 404, will require that we include a report from our management in our annual report on Form 20-F beginning with our annual report for the year ending December 31, 2012. We intend to remediate the material weakness and significant deficiency before December 31, 2012, but we can give no assurance that we will be able to do so. In addition, beginning at the same time that we will be required under Section 404 to include a report from our management in our annual report on Form 20-F, our independent registered public accounting firm must issue an attestation report on the effectiveness of our internal control over financial reporting. If we fail to remedy the material weakness and significant deficiency identified above, our management or our independent registered public accounting firm may conclude that our internal control over financial reporting is not effective, which could adversely impact the market price of our ADSs due to a loss of investor confidence in the reliability of our reporting processes. Further, we will need to incur significant costs and use significant management and other resources in order to comply with Section 404 of the Sarbanes-Oxley Act.

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 December 31, 2010, our consolidated affiliated entities leased properties in China covering a total floor area of approximately 19,400 square meters, primarily for use as offices. All such properties are leased from independent third parties. In respect of approximately 16,800 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 adversely affected if the aforementioned relocation(s) could not be completed efficiently and in a timely manner.

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 business, 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, among others, any internet cultural operating entities. We conduct our operations in China principally through contractual arrangements among our wholly owned PRC subsidiary, Qianxiang Shiji, and a consolidated affiliated entity, Qianxiang Tiancheng, and its shareholders. Qianxiang Tiancheng has three wholly owned subsidiaries, namely Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi. 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 (other than in Shanghai Municipality), Qianxiang Changda is an online advertising company that plans to apply for the licenses and permits necessary to conduct our SNS and online games services, and Beijing Nuomi is the operator of our nuomi.com website and holds the licenses and permits that we believe are necessary to conduct our social commerce business in China. Our contractual arrangements with Qianxiang Tiancheng and its shareholders enable us to exercise effective control over Qiangxiang Tiancheng and its three subsidiaries, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi, and hence we treat these four entities as our consolidated affiliated entities and consolidate their results. For a detailed discussion of these contractual arrangements, see "Corporate History and Structure."

On September 28, 2009, the GAPP, together with the National Copyright Administration, and National Office of Combating Pornography and Illegal Publications jointly issued a Notice on Further Strengthening on the Administration of Pre-examination and Approval of Online Games and the Examination and Approval of Imported Online Game, 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 under a similar corporate structure like 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 subsidiary 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 our business and operating licenses;
- require us to discontinue or restrict our operations;
- restrict our right to collect revenues;
- block our websites;
- require us to restructure our operations in such a way as to compel us to establish a new enterprise, re-apply for the necessary licenses or relocate our businesses, staff and assets;
- impose additional conditions or requirements with which we may not be able to comply; or
- take other regulatory or enforcement actions against us that could be harmful to our business.

The imposition of any of these penalties may result in a material and adverse effect on our ability to conduct our business. In addition, if the imposition of any of these penalties causes us to lose the rights to direct the activities of the affiliated entities or our right to receive their economic benefits, we would no longer be able to consolidate these entities. These entities contributed substantially all of our consolidated net revenues and contributed US$40.8 million to income from continuing operations in 2010, while our overall consolidated loss from continuing operations was US$61.2 million in 2010.

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.

We have relied and expect to continue to rely on contractual arrangements with our affiliated entities to operate our social networking services, online advertising businesses, online games businesses and social commerce businesses in China. For a description of these contractual arrangements, see "Corporate History and 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 Qianxiang Tiancheng, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of Qianxiang Tiancheng, Qianxiang Wangjing, Qianxiang Changda or Beijing Nuomi, 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 Qianxiang Tiancheng and its shareholders of their obligations under the 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.

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.

If Qianxiang Tiancheng or its shareholders fail perform their obligations under the contractual arrangements, 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 Qianxiang Tiancheng were to refuse to transfer their equity interest in Qianxiang Tiancheng 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 actions to compel them to perform their 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 negatively affected.

Contractual arrangements our subsidiary has 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 among related parties may be subject to audit or challenge by the PRC tax authorities within ten years after the taxable year when the transactions are conducted. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements among Qianxiang Shiji, our wholly owned subsidiary in China, Qianxiang Tiancheng, a consolidated affiliated entity in China, and the shareholders of Qianxiang Tiancheng 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, for PRC tax purposes, of expense deductions recorded by our consolidated affiliated entities, which could in turn increase their tax liabilities. In addition, the PRC tax authorities may impose late payment fees and other penalties to 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.

Ms. Jing Yang and Mr. James Jian Liu are shareholders of Qianxiang Tiancheng, one of our consolidated affiliated entities. 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 as an officer of our company and as the shareholder of Qianxiang Tiancheng. Conflicts of interest may arise between the interests of Ms. Yang as a shareholder of our 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.

We may replace Ms. Yang and Mr. Liu as the shareholders of Qianxiang Tiancheng at any time pursuant to the equity option agreements. As an executive officer of our company, Mr. Liu has a duty of loyalty and care to our company and to our shareholders as a whole under Cayman Islands law. In addition, each of Ms. Yang and Mr. Liu has executed a power of attorney to appoint Mr. Liu, the person designated by Qianxiang Shiji, to vote on her/his behalf and exercise the full voting rights as the shareholder of Qianxiang Tiancheng. We cannot assure you, however, that when conflicts arise, Ms. Yang and Mr. Liu 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 Ms. Yang and Mr. Liu, we would have to rely on legal proceedings, which may be expensive, time-consuming and disruptive to our operations. There is also substantial uncertainty as to the outcome of any such legal proceedings.

We may rely on dividends 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 subsidiary 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 subsidiary, Qianxiang Shiji, 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 Qianxiang Shiji incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other distributions to us.

Under PRC laws and regulations, Qianxiang Shiji, as a wholly foreign-owned enterprise in the PRC, may pay dividends only out of its accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise such as Qianxiang Shiji is required to set aside at least 10% of its 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 its registered capital. At its discretion, it may allocate a portion of its 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 Qianxiang Shiji 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—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 realized by such shareholders or ADS holders, may be subject to PRC taxes under the New EIT Law, which would have a material adverse effect on our 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 the proceeds of this offering to make loans to our PRC subsidiary and consolidated affiliated entities or to make additional capital contributions to our PRC subsidiary, 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 subsidiary and consolidated affiliated entities. We may make loans to our PRC subsidiary and consolidated affiliated entities, or we may make additional capital contributions to our PRC subsidiary.

Any loans by us to our PRC subsidiary, which is treated as a foreign-invested enterprise under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to Qianxiang Shiji to finance its activities cannot exceed statutory limits and must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE. We may also decide to finance Qianxiang Shiji by means of capital contributions. These capital contributions must be approved by the PRC 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.

On August 29, 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, or Circular No. 59, which tightens the examination on the authenticity of settlement of net proceeds from this offering and requires that the settlement of net proceeds shall be in accordance with the description in this prospectus.

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 subsidiary or consolidated affiliated entities or with respect to future capital contributions by us to our PRC subsidiary. If we fail to complete such registrations or obtain such approvals, our ability to use the proceeds we expect to receive from this offering and to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

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 GAPP, the SARFT and the State Council Information Office, or the SCIO, 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. 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. We currently are in the process of applying for an internet publishing license with the GAPP and its relevant local arm. Although we have not received any objections or materially adverse feedback from the GAPP or its local branch relating to our application, we cannot offer any assurances as to whether approval for our application will be granted or when such approval may be granted. 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. We have obtained an ICP license for the social commerce services provided on our social commerce services website, nuomi.com.

If the PRC government promulgates new laws and regulations that require additional licenses or imposes additional restrictions on the operation of SNS, online games, social commerce 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. In January 2007, the Ministry of Public Security, the Ministry of Culture, the MIIT and the GAPP jointly issued a circular regarding online gambling which has implications for the use of virtual currency. To curtail online games that involve online gambling, as well as address concerns that virtual currency could be used for money laundering or illicit trade, the circular (i) prohibits online game operators from charging commissions in the form of virtual currency in relation to winning or losing of games; (ii) requires online game operators to impose limits on use of virtual currency in guessing and betting games; (iii) bans the conversion of virtual currency into real currency or property; and (iv) prohibits services that enable game players to transfer virtual currency to other players. In February 2007, 14 PRC regulatory authorities jointly promulgated a circular to further strengthen the oversight of internet cafes and online games.

On June 4, 2009, the Ministry of Culture and the Ministry of Commerce jointly issued a notice regarding strengthening the administration of online game virtual currency. The Ministry of Culture issued the Tentative Administrative Measures of Online Games, or the Online Game Measures, in June 2010, which provides, among other things, that virtual currency issued by online game operators may be only used to exchange its own online game products and services and may not be used to pay for the products and services of other entities.

We issue virtual currency to game players for them to purchase various virtual items or time units to be used in our online games. We are in the process of adjusting the content of our online games, but we cannot assure you that our adjustments will be sufficient to comply with the Virtual Currency Notice. Moreover, although we believe we do not offer online game 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 under the Virtual Currency Notice. In that event, 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.

In addition, the Virtual Currency Notice prohibits online game operators from setting game features that involve the direct payment of cash or virtual currency by players for the chance to win virtual items or virtual currency based on random selection through a lucky draw, wager or lottery. The notice also prohibits game operators from issuing currency to game players through means other than purchases with legal currency. It is unclear whether these restrictions would apply to certain aspects of our 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.

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 implementation of new 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. On April 15, 2007, eight PRC government authorities, including the GAPP, the Ministry of Education and the MIIT issued a notice requiring all Chinese online game operators to adopt an "anti-fatigue system" in an effort to curb addiction to online games by minors. Under the anti-fatigue system, three hours or less of continuous play is defined to be "healthy," three to five hours is defined to be "fatiguing," and five hours or more is defined to be "unhealthy." Online gaming operators are required to reduce the value of game benefits for minor game players by half when those game players reach the "fatigue" level, and to zero when they reach the "unhealthy" level. In addition, online game players in China are now required to register their identity card numbers before they can play an online game. This system allows game operators to identify which game players are minors. 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.

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 Chinese 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 Chinese government. In addition, the Chinese government continues to play a significant role in regulating industry development by imposing industrial policies. The Chinese 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. The Chinese 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 the Chinese 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 subsidiary and consolidated affiliated entities in China. Our operations in China are governed by PRC laws and regulations. Our PRC subsidiary is a foreign-invested enterprise and is 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 that became effective on August 1, 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 some time 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.

On July 13, 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, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi, 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 may have a material adverse effect on your investment.

The value of the RMB against the U.S. dollar and other currencies is affected by, among other things, changes in China's political and economic conditions and China's foreign exchange policies. The conversion of RMB into foreign currencies, including U.S. dollars, has been based on exchange rates set by the PBOC. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the RMB solely to the U.S. dollar. Under this revised policy, the RMB is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. Following the removal of the U.S. dollar peg, the RMB appreciated more than 20% against the U.S. dollar over the following three years. Since July 2008, however, the RMB has traded within a narrow range against the U.S. dollar. As a consequence, the RMB has fluctuated significantly since July 2008 against other freely traded currencies, in tandem with the U.S. dollar. On June 20, 2010, the PBOC announced that the PRC government would further reform the RMB exchange rate regime and increase the flexibility of the exchange rate. It is difficult to predict how this new policy may impact the RMB exchange rate.

Substantially all of our revenues and costs are denominated in RMB. Any significant revaluation of RMB may materially and adversely affect our revenues, earnings and financial position, and the value of, and any dividends payable on, our ADSs in U.S. dollars. For example, an appreciation of RMB against the U.S. dollar would reduce the amount of RMB we would receive if we need to convert U.S. dollars into RMB. Conversely, a significant depreciation of the RMB against the U.S. dollar may significantly reduce the U.S. dollar equivalent of our earnings, which in turn could adversely affect the price of our ADSs.

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 is 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.

The approval of the China Securities Regulatory Commission may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot assure you that we will be able to obtain such approval.

On August 8, 2006, six PRC regulatory agencies, including the China Securities Regulatory Commission, or the CSRC, promulgated the Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, which became effective on September 8, 2006 and was amended on June 22, 2009. This regulation, among other things, requires offshore special purpose vehicles, or SPVs, formed for the purpose of an overseas listing and controlled by PRC companies or individuals, to obtain CSRC approval prior to listing their securities on an overseas stock exchange. The application of this regulation remains unclear. Our PRC counsel, TransAsia Lawyers, has advised us that, based on their understanding of the current PRC laws, rules and regulations:

- the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours under this prospectus are subject to this regulation; and
- given that Qianxiang Shiji and Qianxiang Tiancheng were established before September 8, 2006, the effective date of this regulation, and that no provision in this regulation clearly classified contractual arrangements as a type of transaction subject to its regulation, we are not required to submit an application to the CSRC for its approval of the listing and trading of our ADSs on the NYSE.

Because there has been no official interpretation or clarification of this regulation since its adoption, there is uncertainty as to how this regulation will be interpreted or implemented. If it is determined that the CSRC approval is required for this offering, we may face sanctions by the CSRC or other PRC regulatory agencies for failure to seek the CSRC approval for this offering. These sanctions may include fines and penalties on our operations in the PRC, delays or restrictions on the repatriation of the proceeds from this offering into the PRC, restrictions on or prohibition of the payments or remittance of dividends by our China subsidiary, or other actions that could have a material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable to us, to halt this offering before the settlement and delivery of the ADSs that we are offering. Consequently, if you engage in market trading or other activities in anticipation of and prior to the settlement and delivery of the ADSs we are offering, you would be doing so at the risk that the settlement and delivery may not occur.

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

Among other things, the regulation discussed in the preceding risk factor established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. Such regulation requires, among other things, that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes 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 on August 3, 2008, are triggered.

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 subsidiary to liability or penalties, limit our ability to inject capital into our PRC subsidiary, limit our PRC subsidiary's 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 Issues Relating to the Administration of Foreign Exchange in Fund-Raising and Round-trip Investment Activities of Domestic Residents Conducted via Offshore Special Purpose Companies, or SAFE Circular No. 75, issued on November 1, 2005, and the Notice of the General Affairs Department of the State Administration of Foreign Exchange on Printing and Distributing the Implementing Rules for the Notice on Issues Relating to the Administration of Foreign Exchange in Fund-Raising and Round-trip Investment Activities of Domestic Residents Conducted via Offshore Special Purpose Companies, or SAFE Circular No. 106, issued on May 29, 2007. These regulations require PRC residents and PRC corporate entities to register with local branches of SAFE in connection with their direct or indirect offshore investment activities. These regulations apply to our shareholders who are PRC residents by virtue of their establishment or their maintaining a controlling interest in our company, and may apply to any offshore acquisitions that we make in the future.

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 recent oral inquiry with the relevant local branch of SAFE, the requirements for registration under SAFE Circular 75 are not applicable to Mr. Chen because he had been a U.S. citizen before establishing the offshore holding company.

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 recent 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 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 75 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. 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 December 2006, the PBOC 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 January 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 March, 2007, 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. Under these rules, PRC citizens who participate in an employee share ownership plan or a share option plan in an overseas publicly listed company are required to register with SAFE and complete certain other procedures. For participants of an employee share ownership plan, an overseas custodian bank should be retained by the PRC agent, which could be the PRC subsidiary of such overseas publicly listed company, to hold on trusteeship all overseas assets held by such participants under the employee share ownership plan. In the case of a share option plan, the PRC agent is required to retain a financial institution with stock brokerage qualification at the place where the overseas publicly listed company is listed or a qualified institution designated by the overseas publicly listed company to handle matters in connection with the exercise or sale of share options for the share option plan participants. For participants who had already participated in an employee share ownership plan or share option plan before the date of the Stock Option Rules, the Stock Option Rules require their PRC employers or PRC agents to complete the relevant formalities within three months of the date of this rule. We and our PRC citizen employees who participate in an employee share ownership plan or a share option plan will be subject to these regulations when our company becomes a publicly listed company in the United States. If we or our PRC optionees fail to comply with these regulations, we or our PRC optionees may be subject to fines and other legal or administrative sanctions. See "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, or the SAT, on December 10, 2009 with retroactive effect from January 1, 2008, where a non-resident enterprise transfers the equity interests of a PRC resident enterprise indirectly via disposing of the equity interests of an overseas holding company, or an Indirect Transfer, and such overseas holding company is located in a tax jurisdiction that: (i) has an effective tax rate less than 12.5% or (ii) does not tax foreign income of its residents, the non-resident enterprise, being the transferor, shall report to the relevant tax authority of the PRC resident enterprise this Indirect Transfer. Using a "substance over form" principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from such Indirect Transfer may be subject to PRC withholding tax at a rate of up to 10%. SAT Circular 698 also provides that, where a non-PRC resident enterprise transfers its equity interests in a PRC resident enterprise to its related parties at a price lower than the fair market value, the relevant tax authority has the power to make a reasonable adjustment to the taxable income of the transaction.

There is uncertainty as to the application of SAT Circular 698. For example, while the term "Indirect Transfer" is not clearly defined, it is understood that the relevant PRC tax authorities have jurisdiction regarding requests for information over a wide range of foreign entities having no direct contact with China. Moreover, the relevant authority has not yet promulgated any formal provisions or formally declared or stated how to calculate the effective tax rates in foreign tax jurisdictions, and the process and format of the reporting of an Indirect

Transfer to the relevant tax authority of the PRC resident enterprise. In addition, there are not any formal declarations with regard to how to determine whether a foreign investor has adopted an abusive arrangement in order to reduce, avoid or defer PRC tax. SAT Circular 698 may be determined by the tax authorities to be applicable to our private equity financing transactions where non-resident investors were involved, if any of such transactions were determined by the tax authorities to lack reasonable commercial purpose. As a result, we and our non-resident investors in such transactions may become at risk of being taxed under SAT Circular 698 and we may be required to expend valuable resources to comply with SAT Circular 698 or to establish that we should not be taxed under the general anti-avoidance rule of the PRC Enterprise Income Tax Law, which may have a material adverse effect on our financial condition and results of operations or such non-resident investors' investments in us.

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

Qianxiang Wangjing is qualified as a "software enterprise" and enjoys tax benefits under the PRC Enterprise Income Tax Law, or the New EIT Law, and its implementation rules, both of which became effective on January 1, 2008. However, we cannot assure you that we will be able to continue to enjoy such tax benefits. If Qianxiang Wangjing's status as a "software enterprise" is repealed, we may have to pay additional taxes to make up any previously unpaid tax and may be subject to a higher tax rate, which may materially and adversely affect our results of operations.

The New EIT Law applies a uniform statutory income tax rate of 25% to enterprises in China. The New EIT Law and implementation rules promulgated under the New EIT Law 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. Qianxiang Wangjing has been qualified as a "software enterprise" by the Beijing Municipal Commission of Science and Technology and, accordingly, will enjoy an enterprise income tax rate of 0% for both 2009 and 2010 as well as a tax reduction of 50% for the following three years.

As the New EIT Law and its implementation rules have only recently taken effect, there are uncertainties on their future interpretation and implementation. We cannot assure you that the qualification of Qianxiang Wangjing as a "software 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 New EIT Law. If the tax benefits Qianxiang Wangjing enjoys as a "software enterprise" are revoked prior to expiration of its term, and we are otherwise unable to qualify Qianxiang Wangjing 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 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 New EIT Law, which would have a material adverse effect on our results of operations.

Under the New EIT 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 SAT 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, on April 22, 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 "Regulation—Regulations on Tax—PRC Enterprise Income Tax." 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 SAT'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 subsidiary, 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.

Under the Old EIT Law applicable to us prior to January 1, 2008, dividend payments to foreign investors made by foreign-invested enterprises in China, such as Qianxiang Shiji, were exempt from PRC withholding tax. Pursuant to the New EIT Law and its implementation rules, however, 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 plan to conduct substantially all of our business through Qianxiang Shiji, which is 100% owned by CIAC, our wholly owned subsidiary located in the Cayman Islands. As long as CIAC is considered a non-PRC resident enterprise and holds at least 25% of the equity interest of Qianxiang Shiji, dividends that it receives from Qianxiang Shiji may be subject to withholding tax at a rate of 10%. See "Regulation—Regulations on Tax—Dividends Withholding Tax."

As uncertainties remain regarding the interpretation and implementation of the New EIT 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 New EIT 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 enforcement of the Labor Contract Law and other labor-related regulations in the PRC may adversely affect our business and our results of operations.

On June 29, 2007, the Standing Committee of the National People's Congress of China enacted the Labor Contract Law, which became effective on January 1, 2008. The Labor Contract Law introduces specific provisions related to fixed-term employment contracts, part-time employment, probation, consultation with labor union and employee assemblies, employment without a written contract, dismissal of employees, severance, and collective bargaining, which together represent enhanced enforcement of labor laws and regulations. According to the Labor Contract Law, an employer is obliged to sign an unlimited-term labor contract with any employee who has worked for the employer for ten consecutive years. Further, if an employee requests or agrees to renew a fixed-term labor contract that has already been entered into twice consecutively, the resulting contract must have an unlimited term, with certain exceptions. The employer must also pay severance to an employee in nearly all instances where a labor contract, including a contract with an unlimited term, is terminated or expires. In addition, the government has continued to introduce various new labor-related regulations after the Labor Contract Law. Among other things, new annual leave requirements mandate that annual leave ranging from five to 15 days is available to nearly all employees and further require that the employer compensate an employee for any annual leave days the employee is unable to take in the amount of three times his daily salary, subject to certain exceptions. As a result of these new regulations designed to enhance labor protection, our labor costs are

expected to increase. In addition, as the interpretation and implementation of these new regulations are still evolving, we cannot assure you that our employment practices do not or will not violate the Labor Contract Law and other labor-related regulations. If we are subject to severe penalties or incur significant liabilities in connection with labor disputes or investigations, our business and results of operations may be adversely affected.

Risks Related to this Offering

There has been no public market for our ordinary shares or ADSs prior to this offering, and you may not be able to resell our ADSs at or above the price you paid, or at all.

Prior to this initial public offering, there has been no public market for our shares or ADSs. We have applied to list the ADSs on the NYSE. Our ordinary shares will not be listed on any exchange or quoted for trading on any over-the-counter trading system. If an active trading market for our ADSs does not develop after this offering, the market price and liquidity of our ADSs will be materially and adversely affected.

Negotiations with the underwriters will determine the initial public offering price for our ADSs, which may bear no relationship to their market price after the initial public offering. We cannot assure you that an active trading market for our ADSs will develop or that the market price of our ADSs will not decline below the initial public offering price.

The market price for our ADSs may be volatile.

The market price for our ADSs is likely to 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, online advertising and social commerce 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;
- release or expiry of lock-up or other transfer restrictions on our outstanding ordinary shares or ADSs; and
- sales or perceived potential sales of additional ordinary shares or ADSs.

In addition, the securities market has from time to time experienced significant price and volume fluctuations that are not related to the operating performance of any particular company. These market fluctuations may also have a material adverse effect on the market price of our ADSs.

Our proposed 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.

Immediately prior to the completion of this offering, we will have a dual-class voting structure whereby our ordinary shares will consist 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 will be entitled to one vote per share, while holders of Class B ordinary shares will be entitled to ten votes per share. We will issue Class A ordinary shares represented by our ADSs in this offering. Contemporaneously with the completion of this offering, (i) 25,571,420 series A preferred shares, 70,701,580 series B preferred shares and 173,985,970 ordinary shares held by Mr. Joseph Chen, our founder, chairman and chief executive officer, will be converted into Class B ordinary shares on a one-for-one basis, (ii) 135,129,480 series D preferred shares held by SB Pan Pacific Corporation, one of our existing shareholders, will be converted into Class B ordinary shares on a one-for-one basis, and (iii) all of the remaining ordinary shares and preferred shares that are issued and outstanding will be converted into Class A ordinary shares on a one-for-one basis. 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.

Due to the disparate voting powers attached to these two classes, we anticipate that Mr. Chen and SB Pan Pacific Corporation will beneficially own approximately 55.9% and 33.5%, respectively, of the aggregate voting power of our company immediately after this offering, assuming (i) the underwriters do not exercise their option to purchase additional ADSs, and (ii) we issue a total of 33,000,000 Class A ordinary shares through concurrent private placements. Accordingly, Mr. Chen and SB Pan Pacific Corporation will have controlling power over matters requiring shareholder approval, subject to certain exceptions. This concentrated control will limit your ability to influence corporate matters and could discourage others from pursuing any potential merger, takeover or other change of control transactions that holders of Class A ordinary shares and ADSs may view as beneficial.

Because our initial public offering price is substantially higher than our net tangible book value per share, you will experience immediate and substantial dilution.

If you purchase ADSs in this offering, you will pay more for your ADSs than the amount paid by our existing shareholders for their Class A ordinary shares on a per ADS basis. As a result, you will experience immediate and substantial dilution of approximately US$7.58 per ADS, representing the difference between the assumed initial public offering price of US$10.00 per ADS, the midpoint of the estimated range of the initial public offering price, and our net tangible book value of US$2.42 per ADS, after giving effect to the automatic conversion of our preferred shares immediately upon the completion of this offering and the net proceeds to us from both this offering and our issuance of a total of 33,000,000 Class A ordinary shares through concurrent private placements. In addition, you may experience further dilution to the extent that our ordinary shares are issued upon the exercise of share options.

Because we do not expect to pay dividends in the foreseeable future after this offering, 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 after this offering 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 after this offering 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 after this offering, or the perception that these sales could occur, could cause the market price of our ADSs to decline. Immediately after the completion of this offering, we will have 1,185,218,103 ordinary shares outstanding, including 159,300,000 Class A ordinary shares represented by ADSs, assuming the underwriters do not exercise their over-allotment option. All ADSs sold in this offering will be freely transferable without restriction or additional registration under the Securities Act. The remaining Class A ordinary shares outstanding after this offering will be available for sale, upon the expiration of the 180-day lock-up period beginning from the date of this prospectus, subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Any or all of these shares may be released prior to the expiration of the lock-up period at the discretion of the representatives. To the extent shares are released before the expiration of the lock-up period and sold into the market, the market price of our ADSs could decline.

Upon completion of this offering, certain holders of our ordinary shares will have the right to cause us to register under the Securities Act the sale of their shares, subject to the 180-day lock-up period in connection with this offering. 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 prospectus and in the deposit agreement, 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 effective immediately prior to the completion of this offering, we may convene a shareholders' meeting upon seven (7) calendar days' notice. If we give timely notice to the depositary under the terms of the deposit agreement (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 subsidiary 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 the courts of the Cayman Islands will generally recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits. For more information regarding the relevant laws of the Cayman Islands and China, see “Enforceability of Civil Liabilities.”

Our corporate affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and by the Companies Law (2010 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.

You must rely on the judgment of our management as to the use of the net proceeds from this offering, and such use may not produce income or increase our ADS price.

We intend to use the net proceeds of this offering for, among other things, expanding our new services, including our nuomi.com social commerce services, investing in our technology and research and development activities and expanding our sales and marketing activities, with the balance to be used for other general corporate purposes, including potential strategic acquisitions and investments. However, our management will have considerable discretion in the application of the net proceeds received by us. For more information, see "Use of Proceeds." You will not have the opportunity, as part of your investment decision, to assess whether proceeds are being used appropriately. You must rely on the judgment of our management regarding the application of the net proceeds of this offering. The net proceeds may be used for corporate purposes that do not improve our efforts to maintain profitability or increase our ADS price. The net proceeds from this offering may be placed in investments that do not produce income or that lose value.

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

We will adopt an amended and restated memorandum and articles of association that will become effective immediately upon the closing of this offering. Our new memorandum and articles of association will 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.

Immediately after the completion of this offering, Mr. Joseph Chen, our founder, chairman and chief executive officer, will beneficially own approximately 66.7% of our outstanding Class B ordinary shares, representing in aggregate 55.9% of our total voting power, and SB Pan Pacific Corporation will beneficially own approximately 22.8% of our outstanding Class A ordinary shares and approximately 33.3% of our outstanding Class B ordinary shares, representing in aggregate 33.5% of our total voting power, assuming (i) the underwriters will not exercise their over-allotment option to purchase the additional shares and (ii) we will issue a total of 33,000,000 Class A ordinary shares through concurrent private placements. Consequently, these shareholders will be 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 this offering. In addition, these persons could divert business opportunities away from us to themselves or others.

We may be classified as 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 classified as 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 (the "asset test"). 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.

A non-United States corporation that is a "controlled foreign corporation," or CFC, for United States federal income tax purposes may be required to use the adjusted basis of its assets in applying the PFIC asset test, which may increase the likelihood that it qualifies as a PFIC. The legislative history to the special PFIC adjusted basis rule can be read as intending for the rule to apply only to United States persons that own at least 10% of the voting stock of the non-United States corporation; however, this limitation is not reflected in the statute. We would be treated as a CFC for any year on any day of which U.S. Holders (as defined in "Taxation—Material United States Federal Income Tax Considerations—General") each own (directly, indirectly or by attribution) at least 10% of our voting shares and together own more than 50% of the total combined voting power of all classes of our voting shares or more than 50% of the total value of our shares (the "CFC Ownership Test"). Hence, although we believe that our U.S. Holders do not satisfy the CFC Ownership Test currently, and it is not clear that they did for any prior portion of 2011, it is possible that they might be so treated. Therefore, if we are treated as a CFC for United States federal income tax purposes for any portion of our taxable year that includes this offering, we would likely be classified as a PFIC. If we are so classified, 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 (as defined in "Taxation—Material United States Federal Income Tax Considerations—General") holds our ADSs or ordinary shares, unless we cease to be a PFIC (as is expected for 2012 and subsequent taxable years) and the U.S. Holder makes a "deemed sale" election or "deemed dividend" 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"). If you make a "deemed dividend" election, you will be required to include in income as a deemed dividend your pro-rata share of our earnings and profits accumulated during any portion of your holding period ending at the close of the termination date and attributable to the ADSs or ordinary shares held on the termination date. Any gain from such deemed sale or any income from such deemed dividend would be subject to the consequences described below under "Taxation—Material United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules." If we are not profitable (as determined for financial reporting purposes) for 2011, the deemed dividend election may not have any adverse United States federal income tax effect on you. Financial reporting accounting is different, however, from the computation of net income and earnings and profits under the Code. You are urged to consult your tax adviser regarding our possible status as a PFIC as well as the benefit of making an actual or protective deemed dividend election or deemed sale election.

Although the law in this area is in many instances unclear, based on our current income and assets and projections as to the value of our ADSs and outstanding ordinary shares pursuant to this offering, we do not expect to be treated as a PFIC for our 2012 taxable year or the foreseeable future thereafter. Therefore, if you make a "deemed sale" or "deemed dividend" election for 2011, your ADSs or ordinary shares with respect to which such election was made should not be treated as shares in a PFIC unless we subsequently become a PFIC. Regardless of whether we qualify as a PFIC or not for 2011, while we do not anticipate being a PFIC in 2012, because the value of our assets for purposes of the asset test will generally be determined by reference to the

market price of our ADSs or ordinary shares, fluctuations in the market price of our ADSs or ordinary shares may cause us to continue being a PFIC for 2012 or subsequent taxable years. In estimating the value of our goodwill and other unbooked intangible assets we have taken into account our anticipated market capitalization following the closing of this offering. Among other matters, if our market capitalization is less than anticipated or subsequently declines, we may continue to be treated as a PFIC for one or more future taxable years. 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 classified as a PFIC for any given year may substantially increase. In addition, for purposes of determining whether we are a PFIC, 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. If it were determined that we are not the owner of Qianxiang Tiancheng, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi for United States federal income tax purposes, we would likely continue to be treated as a PFIC for the 2012 taxable year and any subsequent taxable year. We expect to file annual reports on Form 20-F with the U.S. Securities and Exchange Commission in which we will update our expectations as to whether or not we anticipate being a PFIC for such year.

If we were to be or become classified as a PFIC, a U.S. Holder may incur significantly increased United States income tax on gain recognized on the sale or other disposition of the ADSs or ordinary shares and on the receipt of distributions on the ADSs or ordinary shares to the extent such gain or distribution is treated as an "excess distribution" under the United States federal income tax rules. Alternatively, United States holders of PFIC shares can sometimes avoid the rules described above by electing to treat such PFIC as a "qualified electing fund." However, this option will not be available to U.S. Holders because, even if we were to be or become a PFIC, we do not intend to comply with the requirements necessary to permit U.S. Holders to make such election. If a U.S. Holder owns our ADSs or ordinary shares during any taxable year that we are a PFIC, the holder must file an annual report with the United States Internal Revenue Service, or the IRS. Each U.S. Holder is urged to consult its tax advisor concerning the United States federal income tax consequences of purchasing, holding and disposing of ADSs or ordinary shares if we are or become treated as a PFIC, including the possibility of making a mark-to-market election or "deemed sale" election and the unavailability of the election to treat us as a qualified electing fund. For more information see "Taxation—Material United States Federal Income Tax Considerations—Passive Foreign Investment Company Considerations" and "—Passive Foreign Investment Company Rules."

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

As a public company, we will incur significant accounting, legal and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the U.S. Securities and Exchange Commission and the NYSE, have detailed requirements concerning corporate governance practices of public companies, including Section 404 relating to internal control over financial reporting. We expect these and other rules and regulations applicable to public companies to increase our accounting, legal and financial compliance costs and to make certain corporate activities more time-consuming and costly. We are currently evaluating and monitoring developments with respect to these rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that reflect our current expectations and views of future events. The forward looking statements are contained principally in the sections titled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” Known and unknown risks, uncertainties and other factors, including those listed under “Risk Factors,” may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

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

- our goal and strategies;
- our future business development, financial condition and results of operations;
- the expected growth of the SNS, online games and online advertising 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 key advertisers;
- our investment plans to enhance our user experience, infrastructure and service offerings;
- competition in our industry in China; and
- relevant government policies and regulations relating to our industry.

This prospectus also contains certain data and information relating to the SNS, online advertising, online games and social commerce industries in China which we obtained from various government and private publications. This market data includes projections that are based on a number of assumptions. Our markets may not grow at the rates projected by the market data, or at all. The failure of our markets to grow at the projected rates may have a material adverse effect on our business and the market price of our ADSs. In addition, the rapidly changing nature of the SNS, online advertising, online games and social commerce industries in China subjects any projections or estimates relating to the growth prospects or future condition of our markets to significant uncertainties. If any one or more of the assumptions underlying the market data turns out to be incorrect, actual results may differ from the projections based on these assumptions.

The forward-looking statements made in this prospectus relate only to events or information as of the date on which the statements are made in this prospectus. 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. You should read this prospectus and the documents that we refer to in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering and the concurrent private placements of approximately US$507.8 million, or approximately US$582.7 million if the underwriters exercise their over-allotment option to purchase additional ADSs in full, after deducting underwriting discounts and the estimated offering expenses payable by us. These estimates are based upon an assumed initial public offering price of US$10.00 per ADS (the midpoint of the range shown on the front cover page of this prospectus). A US$1.00 increase (decrease) in the assumed initial public offering price of US$10.00 per ADS would increase (decrease) the net proceeds to us from this offering by US$40.3 million, assuming the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us.

The primary purposes of this offering are to enhance our profile and brand recognition, create a public market for our shares for the benefit of all shareholders, retain talented employees by providing them with equity incentives, and obtain additional capital. We plan to use the net proceeds of this offering and the concurrent private placements as follows:

- approximately US$180 million for investing in our technology and research and development activities;
- approximately US$180 million for expanding our sales and marketing activities, including marketing programs on the internet, television, outdoor media and other formats to increase our brand recognition, promote nuomi.com and jingwei.com, and promote games on our online games center; and
- the balance for other general corporate purposes, including potential strategic acquisitions and investments.

The foregoing represents our current intentions based upon our present plans and business conditions to use and allocate the net proceeds of this offering. Our management, however, will have significant flexibility and discretion to apply the net proceeds of this offering. If an unforeseen event occurs or business conditions change, we may use the proceeds of this offering differently than as described in this prospectus.

Pending any use, as described above, we plan to invest the net proceeds in short-term, interest-bearing debt instruments or demand deposits.

In using the proceeds, as an offshore holding company, we are permitted, under PRC laws and regulations, to provide funding to our PRC subsidiary only through loans or capital contributions and to our consolidated affiliated entities only through loans. Subject to satisfaction of applicable government registration and approval requirements, we may extend loans to our PRC subsidiary and consolidated affiliated entities or make additional capital contributions to our PRC subsidiary to fund its capital expenditures or working capital. We cannot assure you that we will be able to obtain these government registrations or approvals on a timely basis, if at all. See “Risk Factors—Risks Related to Our Corporate Structure—PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from using the proceeds of this offering to make loans to our PRC subsidiary and consolidated affiliated entities or to make additional capital contributions to our PRC subsidiary, which may materially and adversely affect our liquidity and our ability to fund and expand our business.”

We will not receive any of the proceeds from the sale of ADSs by the selling shareholders.

DIVIDEND POLICY

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

Our board of directors has complete discretion on whether to distribute dividends, subject to the approval of our shareholders. 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 (2010 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.” Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

CAPITALIZATION

The following table sets forth our capitalization as of December 31, 2010:

- on an actual basis;
- on a pro forma basis to reflect the automatic conversion of all of our preferred shares issued and outstanding upon the completion of this offering into 725,668,320 ordinary shares; and
- on a pro forma as adjusted basis to reflect: (1) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares upon the completion of this offering, (2) the conversion of our ordinary shares into Class A ordinary shares and Class B ordinary shares immediately prior to the completion of this offering, (3) the sale by us in concurrent private placements of 33,000,000 Class A ordinary shares, which share number has been calculated based on the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus, with net proceeds to us of US$109.1 million, and (4) the issuance and sale by us of 128,696,133 Class A ordinary shares in the form of ADSs in this offering at an assumed initial public offering price of US$10.00 per ADS (the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus), after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

You should read this table together with our consolidated financial statements and the related notes included elsewhere in this prospectus and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	As of December 31, 2010		
	Actual	Pro Forma	Pro Forma As Adjusted
		(in thousands of US$)	
Series C convertible redeemable preferred shares	$ 28,520	$ —	$ —
Series D convertible redeemable preferred shares	571,439	—	—
Equity (deficit):			
Series A convertible preferred shares	85	—	—
Series B convertible preferred shares	82	—	—
Ordinary shares, US$0.001 par value, 2,000,000,000 shares authorized, 211,383,000 shares issued and outstanding, and 937,051,320 shares issued and outstanding on a pro forma basis	211	937	—
Class A ordinary shares, US$0.001 par value, 3,000,000,000 shares authorized, 693,359,003 shares issued and outstanding on a pro forma adjusted basis	—	—	693
Class B ordinary shares, US$0.001 par value, 500,000,000 shares authorized, 405,388,450 shares issued and outstanding on a pro forma adjusted basis	—	—	405
Additional paid-in capital(1)	9,470	608,870	1,116,586
Subscription receivable	(4,909)	(4,909)	(4,909)
Statutory reserves	2,595	2,595	2,595
Accumulated deficit	(223,572)	(223,572)	(223,572)
Accumulated other comprehensive income	46,646	46,646	46,646
Total equity (deficit)	(169,392)	430,567	938,444
Total capitalization(1)	$ 430,567	$ 430,567	$ 938,444

(1) A US$1.00 increase (decrease) in the assumed initial public offering price of US$10.00 per ADS (the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus) would increase (decrease) each of additional paid-in capital, total shareholders equity and total capitalization by US$40.3 million.

DILUTION

If you invest in our ADSs, your interest will be diluted to the extent of the difference between the initial public offering price per ADS and our net tangible book value per ADS after this offering. Dilution results from the conversion of our preferred shares and the fact that the initial public offering price per Class A ordinary share is substantially in excess of the book value per ordinary share attributable to the existing shareholders for our presently outstanding ordinary shares.

Our net tangible book value as of December 31, 2010 was approximately negative US$169.4 million, or negative US$0.66 per ordinary share as of that date, and negative US$1.97 per ADS. Net tangible book value represents the amount of our total consolidated assets, less the amount of our intangible assets, goodwill, total consolidated liabilities and Series C and Series D convertible redeemable preferred shares. Dilution is determined by subtracting net tangible book value per ordinary share, after giving effect to (1) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares immediately upon the completion of this offering, (2) the issuance and sale in concurrent private placements of 33,000,000 Class A ordinary shares, calculated based on the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus, with net proceeds to us of US$109.1 million and (3) the issuance and sale of 42,898,711 ADSs offered in this offering at an assumed initial public offering price of US$10.00 per ADS (the midpoint of the range shown on the front cover of this prospectus) after deduction of the underwriting discounts and commissions and estimated offering expenses payable by us. Because the Class A ordinary shares and Class B ordinary shares have the same dividend and other rights, except for voting and conversion rights, the dilution is presented based on all ordinary shares, including Class A ordinary shares and Class B ordinary shares.

Without taking into account any other changes in net tangible book value after December 31, 2010, other than to give effect to (1) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares immediately upon the completion of this offering, (2) the issuance and sale in concurrent private placements of 33,000,000 Class A ordinary shares, calculated based on the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus, with net proceeds to us of US$109.1 million and (3) the issuance and sale of 42,898,711 ADSs offered in this offering at an assumed initial public offering price of US$10.00 per ADS (the midpoint of the range shown on the front cover of this prospectus) after deduction of the underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of December 31, 2010 would have been US$931.3 million, or US$0.81 per outstanding ordinary share and US$2.42 per ADS. This represents an immediate increase in net tangible book value of US$0.38 per ordinary share and US$1.14 per ADS to the existing shareholders and an immediate dilution in net tangible book value of US$2.52 per ordinary share and US$7.58 per ADS to investors purchasing ADSs in this offering. The following table illustrates such dilution:

	Per Share	Per ADS
Actual net tangible book value per share as of December 31, 2010	US$ (0.66)	US$ (1.97)
Pro forma net tangible book value per share after giving effect to (1) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares and (2) the concurrent private placements	US$ 0.43	US$ 1.28
Pro forma as adjusted net tangible book value per share after giving effect to (1) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares, (2) the concurrent private placements, and (3) this offering	US$ 0.81	US$ 2.42
Assumed initial public offering price	US$ 3.33	US$ 10.00
Dilution in net tangible book value per share to new investors in the offering	US$ 2.52	US$ 7.58

The amount of dilution in net tangible book value to new investors in this offering set forth above is calculated by deducting (i) the pro forma net tangible book value after giving effect to the automatic conversion of our preferred shares from (ii) the pro forma net tangible book value after giving effect to the automatic conversion of our preferred shares and this offering.

The following table summarizes, on a pro forma basis as of December 31, 2010, the differences between existing shareholders, including holders of our preferred shares, and the new investors with respect to the number of ordinary shares (in the form of ADSs or shares) purchased from us, the total consideration paid and the average price per ordinary share/ADS paid before deducting the underwriting discounts and commissions and estimated offering expenses. The total number of ordinary shares does not include ordinary shares underlying the ADSs issuable upon the exercise of the over-allotment option granted to the underwriters.

	Ordinary Shares Purchased		Total Consideration		Average Price Per Ordinary Share	Average Price Per ADS
	Number	Percent	Amount	Percent		
	(in thousands of US$, except number of shares and percentages)					
Existing shareholders	994,195,900	86.0%	US$420,036	43.8%	0.42	1.27
New investors	161,696,133	14.0%	US$538,987	56.2%	3.33	10.00
Total	1,155,892,033	100.0%	US$959,023	100.0%		

A US$1.00 increase (decrease) in the assumed public offering price of US$10.00 per ADS (the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus) would increase (decrease) our pro forma net tangible book value after giving effect to the offering by US$40.3 million, the pro forma net tangible book value per ordinary share and per ADS after giving effect to the automatic conversion of our preferred shares and this offering by US$0.04 per ordinary share and US$0.11 per ADS and the dilution in pro forma net tangible book value per ordinary share and per ADS to new investors in this offering by US$0.30 per ordinary share and US$0.89 per ADS, assuming no change to the number of ADSs offered by us as set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and other offering expenses.

The pro forma information discussed above is illustrative only. Our net tangible book value following the completion of this offering is subject to adjustment based on the actual initial public offering price of our ADSs and other terms of this offering determined at pricing.

The discussion and tables above also do not take into consideration any outstanding share options and issued but unvested ordinary shares. As of the date of this prospectus, there were 48,337,290 ordinary shares issuable upon exercise of outstanding share options at a weighted average exercise price of US$0.42 per share, and there were 71,129,128 ordinary shares available for future issuance upon the exercise of future grants under our 2009 Equity Incentive Plan, as amended, and our 2011 Share Incentive Plan. As of the date of this prospectus, there were 27,690,530 issued but unvested ordinary shares. To the extent that any of these options are exercised and the unvested ordinary shares become vested, there will be further dilution to new investors.

EXCHANGE RATE INFORMATION

Substantially all of our operations are conducted in China and substantially all of our revenues are denominated in RMB. This prospectus contains translations of RMB amounts into U.S. dollars at specific rates solely for the convenience of the reader. Unless otherwise noted, all translations from RMB to U.S. dollars and from U.S. dollars to RMB in this prospectus were made at a rate of RMB6.6000 to US$1.00, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board on December 30, 2010. We make no representation that any RMB or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or RMB, as the case may be, at any particular rate, at the rates stated below, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of RMB into foreign exchange and through restrictions on foreign trade. On April 8, 2011, the exchange rate was RMB6.5350 to US$1.00.

The following table sets forth information concerning exchange rates between the RMB and the U.S. dollar for the periods indicated. These rates are provided solely for your convenience and are not necessarily the exchange rates that we used in this prospectus or will use in the preparation of our periodic reports or any other information to be provided to you. For all dates and periods through December 31, 2008, exchange rates of RMB into U.S. dollars are based on the noon buying rate in The City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York. For January 1, 2009 and all later dates and periods, the exchange rate refers to the exchange rate as set forth in the H.10 statistical release of the Federal Reserve Board.

Period	Noon Buying Rate			
	Period End	Average[1]	Low	High
	(RMB per US$1.00)			
2006	7.8041	7.9579	8.0702	7.8041
2007	7.2946	7.5806	7.8127	7.2946
2008	6.8225	6.9193	7.2946	6.7800
2009	6.8259	6.8295	6.8470	6.8176
2010	6.6000	6.7603	6.8330	6.6000
October	6.6705	6.6675	6.6912	6.6397
November	6.6670	6.6538	6.6892	6.6630
December	6.6000	6.6497	6.6745	6.6000
2011				
January	6.6017	6.5964	6.6364	6.5809
February	6.5713	6.5761	6.5965	6.5520
March	6.5483	6.5645	6.5743	6.5483
April (through April 8, 2011)	6.5350	6.5410	6.5477	6.5350

Source: Federal Reserve Statistical Release

(1) Annual averages are calculated using the average of month-end rates of the relevant year. Monthly averages are calculated using the average of the daily rates during the relevant period.

ENFORCEABILITY OF CIVIL LIABILITIES

We were incorporated in the Cayman Islands in order to enjoy certain benefits, such as political and economic stability, an effective judicial system, a favorable tax system, the absence of exchange control or currency restrictions, and the availability of professional and support services. However, certain disadvantages accompany incorporation in the Cayman Islands. These disadvantages include a less developed body of Cayman Islands securities laws that provide significantly less protection to investors as compared to the laws of the United States, and the potential lack of standing by Cayman Islands companies to sue before the federal courts of the United States.

Our organizational documents do not contain provisions requiring disputes, including those arising under the securities laws of the United States, between us, our officers, directors and shareholders, be arbitrated.

Substantially all of our operations are conducted in China, and substantially all of our assets are located in China. Some of our officers are nationals or residents of jurisdictions other than the United States and a substantial portion of their assets are located outside the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon these persons, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States.

We have appointed Law Debenture Corporate Services Inc. as our agent upon whom process may be served in any action brought against us under the securities laws of the United States.

Appleby, our counsel as to Cayman Islands law, and TransAsia Lawyers, our counsel as to PRC law, have advised us, respectively, that there is uncertainty as to whether the courts of the Cayman Islands and China, respectively, would:

- recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or
- entertain original actions brought in each respective jurisdiction against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

Appleby has further advised us that 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. However, the Cayman Islands courts are unlikely to enforce a punitive judgment of a United States court predicated upon the liabilities provision of the federal securities laws in the United States without retrial on the merits if such judgment gives rise to obligations to make payments that may be regarded as fines, penalties or similar charges.

TransAsia Lawyers has further advised us that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other form of reciprocity with the United States that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States.

CORPORATE HISTORY AND STRUCTURE

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, China. Qianxiang Shiji operates our business in China through a series of contractual arrangements it has entered into with our consolidated affiliated entities.

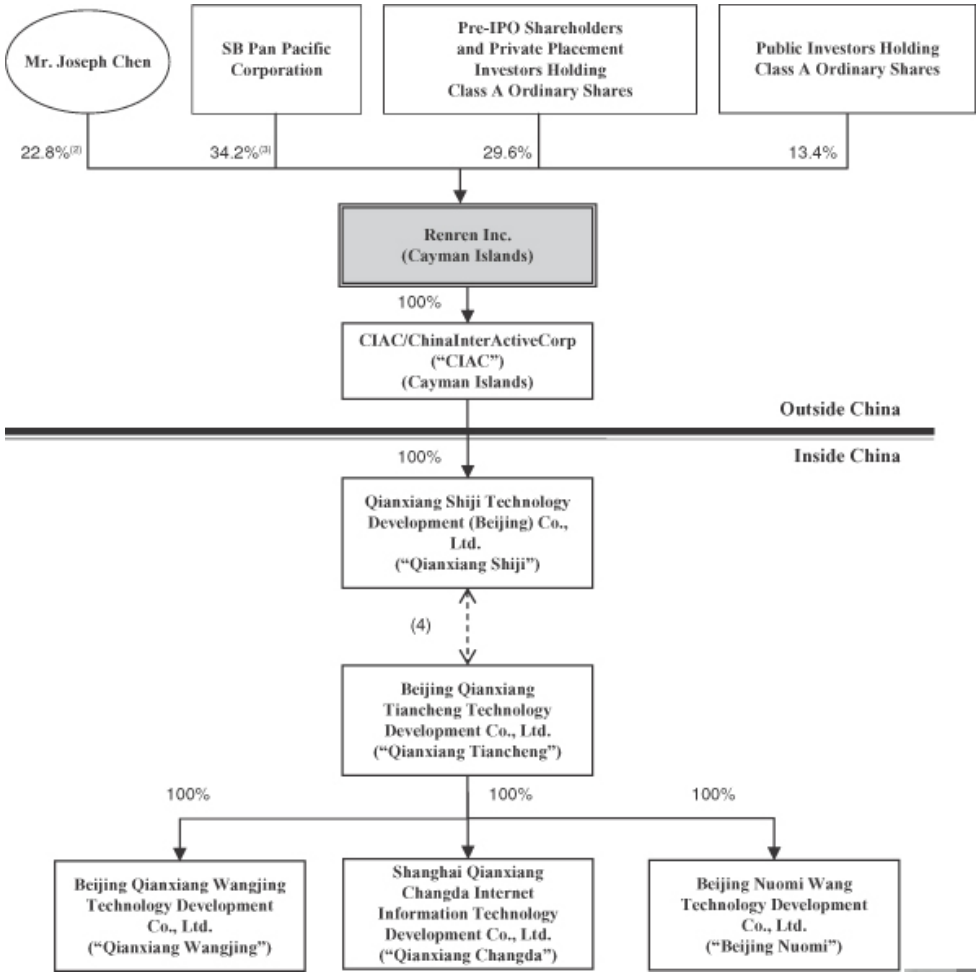
Our current holding company, Renren Inc., was incorporated in February 2006 in the Cayman Islands under our prior name, Oak Pacific Interactive, or OPI. Through a corporate restructuring, in March 2006, CIAC's shareholders exchanged all of their outstanding ordinary and preferred shares of CIAC for ordinary and preferred shares of OPI on a pro rata basis. As a result, OPI acquired all of the equity interests in CIAC and CIAC became a wholly owned subsidiary of OPI. 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 prospectus concerning share and per share data gives retroactive effect to the ten-for-one share split.

To focus on our SNS and social commerce services in China, we disposed Mop.com and Gummy Inc. to Oak Pacific Holdings in December 2010. Oak Pacific Holdings is a company owned by some of our shareholders, including Mr. Joseph Chen, our founder, chairman and chief executive officer, and Mr. James Jian Liu, our director and chief operating officer. For more information on the sale of Mop.com and Gummy Inc. to Oak Pacific Holdings, see "Related Party Transactions—Disposal of Mop.com and Gummy Inc."

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 we conduct our operations in China principally through Qianxiang Tiancheng and its three wholly owned subsidiaries, Qianxiang Wangjing, Beijing Nuomi and Qianxiang Changda, which we treated as our consolidated affiliated entities in China.

The following diagram illustrates our anticipated shareholding and corporate structure immediately after the completion of this offering, assuming (i) the underwriters do not exercise their option to purchase additional ADSs, and (ii) we will issue and sell a total of 33,000,000 Class A ordinary shares to a group of unrelated third-party investors through concurrent private placements, which number of shares has been calculated based on the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus(1):



(1) Represents economic ownership of our Class A ordinary shares and Class B ordinary shares. Immediately after the completion of this offering, Mr. Chen, SB Pan Pacific Corporation, our other pre-IPO shareholders and our public shareholders will hold 55.9%, 33.5%, 7.2% and 3.3%, respectively, of our aggregate voting power.

(2) Consists of 270,258,970 Class B ordinary shares. Class B ordinary shares have the same rights as Class A ordinary shares except (i) in all matters subject to shareholder vote, Class B ordinary shares are entitled to ten votes whereas Class A ordinary shares are entitled to one vote, and (ii) conversion rights. For a description of Class A ordinary shares and Class B ordinary shares, see "Description of Share Capital."

(3) Consists of 270,258,971 Class A ordinary shares and 135,129,480 Class B ordinary shares.
(4) Qianxiang Tiancheng and its three wholly owned subsidiaries, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi, are our consolidated affiliated entities in China. 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. We effectively control Qianxiang Tiancheng and its three subsidiaries through contractual arrangements.

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. As of the date of this prospectus, 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 Tiancheng has three wholly owned subsidiaries, namely Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi. 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. Beijing Nuomi is the operator of our nuomi.com website and holds the licenses and permits necessary to conduct our social commerce business in China. Qianxiang Changda is an online advertising company that plans to apply for the licenses and permits necessary to conduct our social networking services and online games business.

Our wholly owned subsidiary Qianxiang Shiji has entered into a series of contractual arrangements with Qianxiang Tiancheng and its shareholders, which enable us to:

- exercise effective control over Qianxiang Tiancheng and its subsidiaries through powers of attorney and a business operations agreement;
- receive substantially all of the economic benefits of Qianxiang Tiancheng and its 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; and
- have an exclusive option to purchase all of the equity interests in Qianxiang Tiancheng when and to the extent permitted under PRC laws, regulations and legal procedures.

We do not have any equity interest in our consolidated affiliated entities. However, we have been and are expected to continue to be dependent on our consolidated affiliated entities to operate our business as long as PRC law does not allow us to directly operate such business in China. We rely on our consolidated affiliated entities 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 the section in this prospectus headed “Regulation.” For a detailed description of the risks associated with our corporate structure and the contractual arrangements that support our corporate structure, see “Risk Factors—Risks Related to Our Corporate Structure.”

Contractual Arrangements with Our Consolidated Affiliated Entities

The following is a summary of the currently effective contracts among our subsidiary Qianxiang Shiji, our consolidated affiliated entity Qianxiang Tiancheng, and the shareholders of Qianxiang Tiancheng.

Agreements that Provide Us Effective Control over Qianxiang Tiancheng

Business Operations Agreement. Pursuant to a business operations agreement among 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 affects 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. 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.

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 force for ten years 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 among Qianxiang Shiji, Qianxiang Tiancheng and its shareholders terminates or expires.

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.

Agreements that Transfer Economic Benefits to Us

Exclusive Technical Service Agreement. Pursuant to an exclusive technical service agreement between Qianxiang Shiji and Qianxiang Tiancheng, Qianxiang Shiji has the exclusive right to provide technical services relating to, among other things, maintenance of servers, development, updating and upgrading of web-user application software, e-commerce technical services, and certain other business areas 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. 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.

Intellectual Property Right License Agreement. 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 will 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.

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 will be effective upon the completion of the registration of the pledge with the competent local branch of the SAIC, and 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. We have registered the pledge of the equity interests in Qianxiang Tiancheng with the competent local branch of the SAIC. To date, Qianxiang Tiancheng and its shareholders have fully performed their obligations under the relevant agreements but such obligations will remain binding until the expiration of the terms of such agreements, which are generally ten years subject to automatic renewal for an additional ten-year term or earlier termination as set forth in such agreements.

Agreements that Provide Us the Option to Purchase the Equity Interests in Qianxiang Tiancheng

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 value-added telecommunications services, online game 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.

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 withdrawal 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 due date.

In the opinion 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;
- the contractual arrangements among Qianxiang Shiji and our consolidated affiliated entity, Qianxiang Tiancheng and its shareholders, that are governed by PRC law are valid, binding and enforceable, and will not result in any violation of PRC laws or regulations currently in effect; and
- each of our PRC subsidiary and each of our consolidated affiliated entities has all necessary corporate power and authority to conduct its business as described in its business scope under its business license. The business licenses of our PRC subsidiary and each of our consolidated affiliated entities are in full force and effect. Each of our PRC subsidiary and our consolidated affiliated entities is capable of suing and being sued and may be the subject of any legal proceedings in PRC courts. To the best of TransAsia's knowledge after due inquiries, none of our PRC subsidiary, consolidated affiliated entities or their respective assets is entitled to any immunity, on the grounds of sovereignty, from any action, suit or other legal proceedings; or from enforcement, execution or attachment.

We have been advised by our PRC legal counsel, however, that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to the above opinion of our PRC legal counsel. We have been further advised by our PRC counsel that if the PRC government finds that the agreements that establish the structure for operating our PRC social networking, online advertising, online games and social commerce services do not comply with PRC government restrictions on foreign investment in value-added telecommunication services, we could be subject to severe penalties, including being prohibited from continuing

operations. See “Risk Factors—Risks Related to Our Corporate Structure—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 business, 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 “Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us.”

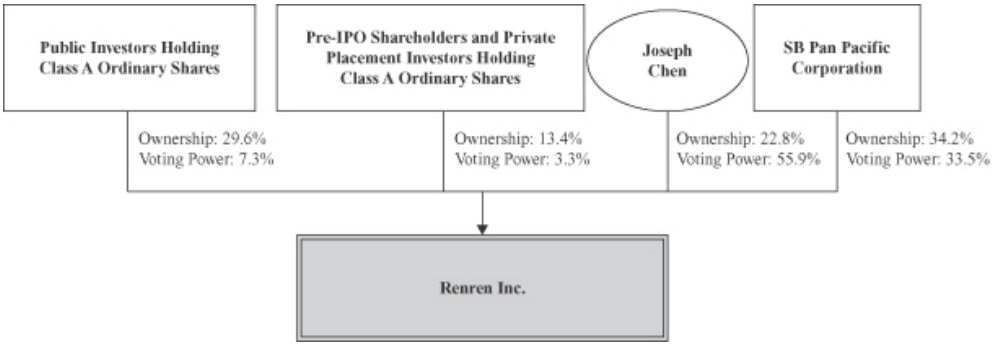
PRC Regulations on Loans and Direct Investment by Offshore Holding Companies

We are an offshore holding company conducting our operations in China through our PRC subsidiary and consolidated affiliated entities. PRC regulations of loans and direct investment by offshore holding companies to PRC entities may limit our use of the proceeds we expect to receive from this offering. See “Risk Factors—Risks Related to Our Corporate Structure—PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may limit our use of the proceeds we receive from this offering to fund our expansion or operations.”

Our Shareholding and Voting Structure

In April 2011, our shareholders approved a dual-class ordinary share structure. Contemporaneously with the closing of this offering (i) 25,571,420 series A preferred shares, 70,701,580 series B preferred shares and 173,985,970 ordinary shares held by Mr. Joseph Chen, our founder, chairman and chief executive officer, will be converted into Class B ordinary shares on a one-for-one basis, (ii) 135,129,480 preferred shares held by SB Pan Pacific Corporation will be converted into Class B ordinary shares on a one-for-one basis, and (iii) all of the remaining ordinary and preferred shares will be converted into Class A ordinary shares on a one-for-one basis. The ADSs being sold in this offering represent Class A ordinary shares, and all ordinary shares issued after the closing of this offering will be Class A ordinary shares. We intend to maintain the dual-class ordinary share structure after the completion of this offering. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting and conversion rights. In respect of matters requiring a shareholders’ vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to ten votes. 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 circumstance. Class B ordinary shares will automatically convert into the same number of Class A ordinary shares under certain circumstances. For a description of Class A ordinary shares and Class B ordinary shares, see “Description of Share Capital.”

The following diagram illustrates our shareholding and voting structure immediately after the completion of this offering, assuming (i) the underwriters do not exercise their option to purchase additional ADSs and (ii) a total of 33,000,000 Class A ordinary shares will be sold to a group of third-party investors through concurrent private placements, which share number has been calculated based on the midpoint of the estimated initial public offering price range shown on the front cover of this prospectus:



SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated financial information for the periods and as of the dates indicated should be read in conjunction with our audited consolidated financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

Our selected consolidated statement of operations data presented below for the years ended December 31, 2008, 2009 and 2010 and our selected consolidated balance sheet data as of December 31, 2009 and 2010 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our balance sheet data as of December 31, 2008 has been derived from our audited financial statements not included elsewhere in this prospectus. Our audited consolidated financial statements are prepared in accordance with U.S. GAAP and have been audited by Deloitte Touche Tohmatsu CPA Ltd., an independent registered public accounting firm. We were incorporated in February 2006 and our SNS website, originally www.xiaonei.com, was launched in October 2005. This website was subsequently renamed www.renren.com in August 2009. We have not included financial information for the two years ended December 31, 2007, as such information is not available on a basis that is consistent with the consolidated financial information for the years ended December 31, 2008, 2009 and 2010, and cannot be provided on a U.S. GAAP basis without unreasonable effort or expense. Our historical results do not necessarily indicate results expected for any future periods.

	Year ended December 31,		
	2008	2009	2010
	(in thousands of US$, except for share, per share and per ADS data)		
Selected Consolidated Statement of Operations Data:			
Net revenues	$ 13,782	$ 46,684	$76,535
Cost of revenues	5,667	10,379	16,624
Gross profit	8,115	36,305	59,911
Operating expenses[1]:			
Selling and marketing	7,111	19,375	20,281
Research and development	4,921	12,937	23,699
General and administrative	4,045	6,510	7,511
Impairment of intangible assets	—	211	739
Total operating expenses	16,077	39,033	52,230
(Loss) gain from operations	(7,962)	(2,728)	7,681
Change in fair value of warrants	72,875	(68,184)	(74,364)
Exchange (loss) gain on dual currency deposit	(12,908)	1,673	3,781
Interest income	801	288	335
Realized gain on marketable securities	—	755	—
Gain on disposal of cost of method investment	—	—	40
Impairment of cost method investment	(350)	—	—
Income (loss) before provision for income tax and loss in equity method investment, net of income taxes	52,456	(68,196)	(62,527)
Income tax (expenses) benefit	(523)	31	1,332
Income (loss) before loss in equity method investment, net of income taxes	51,933	(68,165)	(61,195)
Losses in equity method investment, net of income taxes	(41)	(102)	—
Income (loss) from continuing operations	51,892	(68,267)	(61,195)
Discontinued operations:			
Loss from discontinued operations, net of tax	(2,740)	(2,481)	(4,301)
Gain on disposal of discontinued operations, net of tax	—	633	1,341
Loss on discontinued operations, net of tax	(2,740)	(1,848)	(2,960)
Net income/(loss)	49,152	(70,115)	(64,155)
Add: Net loss attributable to the noncontrolling interest	185	—	—
Net income/(loss) attributable to Renren Inc.	$ 49,337	$ (70,115)	$(64,155)
Net income (loss) per share:			
Income (loss) from continuing operations per share attributable to Renren Inc. shareholders:			
Basic	$ 0.00	$ (0.34)	$ (0.30)
Diluted	$ 0.00	$ (0.34)	$ (0.30)
Loss from discontinued operations per share attributable to Renren Inc. shareholders:			
Basic	$ (0.01)	$ (0.01)	$ (0.01)
Diluted	$ (0.01)	$ (0.01)	$ (0.01)
Net loss per share attributable to Renren Inc. shareholders:			
Basic	$ (0.01)	$ (0.35)	$ (0.31)
Diluted	$ (0.01)	$ (0.35)	$ (0.31)
Net loss per ADS[2]:			
Basic	$ (0.02)	$ (1.03)	$ (0.94)
Diluted	$ (0.02)	$ (1.03)	$ (0.94)
Weighted average number of shares used in calculating net income (loss) per ordinary share:			
Basic	247,587,070	250,730,367	244,613,530
Diluted	251,533,130	250,730,367	244,613,530

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

	Year ended December 31,		
	2008	2009	2010
	(in thousands of US$)		
Allocation of Share-based Compensation Expenses:			
Selling and marketing	$ 79	$ 78	$ 121
Research and development	176	232	572
General and administrative	977	1,946	2,105
Total share-based compensation expenses	$ 1,232	$ 2,256	$ 2,798

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

	As of December 31,				
	2008	2009	2010		
			Actual	Pro forma[1]	Pro forma as adjusted[2]
			(in thousands of US$)		
Selected Consolidated Balance Sheet Data:					
Cash and cash equivalents	$ 51,424	$ 90,376	$ 136,063	$ 136,063	$643,940
Short-term investments	14,369	36,369	62,318	62,318	62,318
Accounts receivable, net	5,991	14,362	12,815	12,815	12,815
Warrants-asset	63,710	—	—	—	—
Total current assets	138,011	147,409	437,519	437,519	945,396
Total assets	165,244	179,122	456,474	456,474	964,351
Warrants-liability	—	21,481	—	—	—
Total current liabilities	9,640	40,769	25,391	25,391	25,391
Total liabilities	10,881	41,706	25,907	25,907	25,907
Series C convertible redeemable preferred shares	36,764	28,520	28,520	—	—
Series D convertible redeemable preferred shares	130,000	193,398	571,439	—	—
Total equity (deficit)	$ (12,401)	$ (84,502)	$(169,392)	$ 430,567	$938,444

Notes:
(1) Our consolidated balance sheet data as of December 31, 2010 on a pro forma basis reflects the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares upon the closing of this offering.
(2) Our consolidated balance sheet data as of December 31, 2010 on a pro forma as adjusted basis reflects (a) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares upon the closing of this offering; (b) the net proceeds we will receive in this offering, and (c) the issuance and sale by us of Class A ordinary shares to a group of third-party investors through concurrent private placements, in each of (b) and (c) above, assuming an initial offering price of US$10.00 per ADS (equivalent to US$3.33 per Class A ordinary share), the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the section headed "Selected Consolidated Financial Data" and our consolidated financial statements and the related notes included elsewhere in this prospectus. This discussion contains forward-looking statements 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 "Risk Factors" and elsewhere in this prospectus.

Overview

We operate the leading real name social networking internet platform in China as measured by total page views and total user time spent on social networking websites in February 2011, based on data issued in March 2011 by iResearch. Our platform enables our users to connect and communicate with each other, share information and user-generated content, play online games, listen to music, shop for deals and enjoy a wide range of other features and services. We had approximately 117 million activated users as of March 31, 2011. We believe our users are attracted to our large and highly engaged real name community, the broad range of rich communication features and functions, our information and content-sharing features, our offering of a variety of online games and other applications and services. Our platform includes renren.com, which is our main social networking website, game.renren.com, which is our online games center, nuomi.com, which is our social commerce website, as well as jingwei.com, which is our newly launched professional and business social networking service website.

We currently generate revenues from online advertising and IVAS. Our online advertising revenues are derived from a wide range of formats and solutions, which collectively accounted for 49.2%, 39.4% and 41.8% of our total net revenues in 2008, 2009 and 2010, respectively, and our IVAS revenues accounted for 50.8%, 60.6% and 58.2% of our total net revenues in 2008, 2009 and 2010, respectively. Our IVAS revenues are comprised of online games revenues and other IVAS revenues. The substantial majority of our IVAS revenues are derived from online games, and the substantial majority of our online games revenues are generated from users' purchases of in-game virtual items offered on game.renren.com. Other IVAS revenues include revenues we earn from merchants who offer services and products on nuomi.com, paid applications on our Renren Open Platform program and VIP memberships.

In late 2008, due to regulatory changes to the operating environment of wireless value-added services, or WVAS, we decided to exit our WVAS business. We discontinued the majority of our WVAS business in 2009 and the remainder in 2010. We received in aggregate approximately US$0.8 million in proceeds from the sale of our WVAS business to unrelated third parties in 2009. In addition, to further focus on our leading social networking internet platform in China, in December 2010 we sold all of our equity interests in Mop.com, an internet community website in China, and Gummy Inc., a social internet games provider in Japan, to Oak Pacific Holdings, a company owned by some of our shareholders. For more information, see "Related Party Transactions—Disposal of Mop.com and Gummy Inc." The aggregate consideration for the sale of Mop.com and Gummy Inc. was approximately US$18.1 million, and was determined based on a valuation prepared with the assistance of an independent valuation firm. The financial results associated with our WVAS business and with Mop.com and Gummy Inc. have been presented as discontinued operations for all periods presented in this prospectus.

Our total net revenues increased from US$13.8 million in 2008 to US$46.7 million in 2009 and to US$76.5 million in 2010, representing a CAGR of 135.7% from 2008 to 2010. We had net income from continuing operations of US$51.9 million, a net loss from continuing operations of US$68.3 million and a net loss from continuing operations of US$61.2 million in 2008, 2009 and 2010, respectively. Our net income and net losses from our continuing operations reflect the aggregate impact of non-cash items relating to share-based compensation of US$71.6 million in 2008, the change in fair value of our then outstanding Series D warrants, amortization of intangible assets and impairment of intangible assets of US$71.2 million in income in 2008, US$71.3 million in expenses in 2009 and US$78.6 million in expenses in 2010. All outstanding warrants to purchase Series D preferred shares were exercised in December 2010.

Our results of operations are affected by PRC laws, regulations and policies relating to the internet and the online advertising, online games and social commerce businesses. Due to PRC legal restrictions on foreign ownership and investment in value-added telecommunications services and advertising businesses in China, we operate our business primarily through Qianxiang Tiancheng, which is our consolidated affiliated entity in China, and its subsidiaries. We do not hold any equity interest in Qianxiang Tiancheng or its subsidiaries. However, through a series of contractual arrangements with Qianxiang Tiancheng and its shareholders, we effectively control, and are able to derive substantially all of the economic benefits from, Qianxiang Tiancheng and its subsidiaries and treat them as our consolidated affiliated entities under U.S. GAAP.

Selected Statements of Operations Items

Net Revenues

We derive all of our revenues from online advertising and IVAS. Our IVAS revenues comprise online games revenues and other IVAS revenues. 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 recognize all of our revenues net of business taxes.

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,					
	2008		2009		2010	
	(in thousands of US$, except for percentages)					
	US$	%	US$	%	US$	%
Net revenues:						
Online advertising	$ 6,776	49.2%	$18,408	39.4%	$32,003	41.8%
IVAS:						
Online games	6,272	45.5	23,565	50.5	34,413	45.0%
Other IVAS	734	5.3	4,711	10.1	10,119	13.2%
Subtotal	7,006	50.8	28,276	60.6	44,532	58.2%
Total	$13,782	100.0%	$46,684	100.0%	$76,535	100.0%

Online Advertising. We offer a wide range of online advertising formats and solutions, including display advertising, social advertisements, promoted news feed items, fan/brand pages, in-game advertising, our recently launched self-service advertising solution targeted at small and medium-sized enterprises, branded virtual gifts and other formats such as sponsored online events. In 2008, 2009, and 2010, approximately 100.0%, 100.0% and 94.3%, respectively, of our online advertising revenues were derived from pay-for-time arrangements, whereby advertisers make their payment based on the period of time an advertisement is displayed in a specific format on a specific web page. In addition to pay-for-time arrangements, advertisers can pay for our 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.

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 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.

We expect our online advertising revenues to continue to grow as we continue to grow our user base and attract more advertisers, provide new and innovative advertising solutions and increase the advertising spend of our advertisers. The most significant factors that directly or indirectly affect our online advertising revenues include the following:

- the number of users of our social networking internet platform and the amount of time they spend on 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;
- our ability to retain existing advertisers and attract new advertisers;
- our ability to continue providing innovative advertising solutions that enable advertisers to reach their target audiences; and
- government regulations or policies affecting the internet and SNS and online advertising businesses.

IVAS. Our IVAS revenues are comprised of online games revenues and other IVAS revenues. The substantial majority of our IVAS revenues are derived from online games, and the substantial majority of our online games revenues are generated from users' purchases of in-game virtual items, such as accessories and pets, on game.renren.com, our online games center. Other IVAS revenues include revenues we earn from merchants who offer services and products on our nuomi.com social commerce website, paid applications on our Renren Open Platform program and VIP memberships. Revenues generated from online games or applications developed by third parties are subject to revenue-sharing agreements with the third-party developers.

We collect most of our online games revenues through third-party online payment systems. We also sell prepaid cards to distributors at a discount to the face value of the cards. For a detailed discussion of how revenues from IVAS are recognized in our financial statements, see "—Critical Accounting Policies—Revenue Recognition—IVAS."

As our IVAS business is comprised of several business models, including the sale of in-game virtual items, paid applications on our Renren Open Platform program and VIP memberships, and as each business model has its own revenue sources, quantitative price analysis for our 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 IVAS businesses.

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

- the number of users visiting our websites, including game.renren.com and nuomi.com, and the amount of IVAS they consume;
- our ability to continue to offer new self-developed and third-party revenue-generating online games and applications that are attractive to users;
- costs relating to developing, licensing or acquiring, and marketing new online games and applications;
- our ability to maintain and improve revenue-sharing arrangements with third-party online game and application developers;
- our ability to attract more merchants to offer services and products on nuomi.com; and
- competition in China's online games and social commerce markets.

Cost of Revenues

Cost of revenues consists primarily of bandwidth and co-location costs, games-related costs, salaries and benefits and direct advertisement costs. The following table sets forth our cost of revenues for continuing operations, both as absolute amounts and as percentages of our total net revenues, for the periods indicated. We expect that our cost of revenues will increase in amount as we further grow our user base and expand our revenue-generating services.

	Years ended December 31,					
	2008		2009		2010	
	(in thousands of US$, except for percentages)					
	US$	%	US$	%	US$	%
Cost of revenues:						
Bandwidth and co-location costs	$3,024	21.9%	$ 6,191	13.3%	$ 9,645	12.6%
Games-related costs	1,610	11.7	1,374	2.9	2,246	2.9
Salaries and benefits	593	4.3	773	1.7	1,352	1.8
Direct advertisement costs	73	0.5	968	2.1	1,571	2.1
Other expenses	367	2.7	1,073	2.3	1,810	2.4
Total cost of revenues	$5,667	41.1%	$10,379	22.3%	$16,624	21.8%

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. We expect our bandwidth and co-location costs to increase as traffic to our websites continues to grow.

Games-related costs. Games-related costs primarily consist of fixed and variable fees for licensing certain of our 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.

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 are 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.

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.

Operating Expenses

Our operating expenses consist of selling and marketing expenses, research and development expenses, general and administrative expenses and impairment of intangible assets. 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,					
	2008		2009		2010	
	(in thousands of US$, except for percentages)					
	US$	%	US$	%	US$	%
Operating Expenses:						
Selling and marketing	$ 7,111	51.6%	$19,375	41.5%	$20,281	26.5%
Research and development	4,921	35.7	12,937	27.7	23,699	31.0
General and administrative	4,045	29.3	6,510	13.9	7,511	9.8
Impairment of intangible assets	—	—	211	0.5	739	1.0
Total operating expenses	$16,077	116.6%	$39,033	83.6%	$52,230	68.3%

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 Expenses" 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. Our selling and marketing expenses increased substantially from 2008 to 2009, primarily due to advertising campaigns on television and other media in connection with our re-branding of "Xiaonei" to "Renren". The increase was also due to higher salaries, benefits and commissions for our sales and marketing personnel, primarily as a result of increased headcount, and online games promotions. We expect that our selling and marketing expenses will increase in the near term as we hire additional sales and marketing personnel, particularly for our Nuomi social commerce services.

Research and Development Expenses

Research and development expenses consist primarily of salaries and benefits for research and development personnel. Research and development expenses increased substantially from 2008 to 2010, mostly due to the hiring of more research and development personnel to support the rapid growth of our business. We expect our research and development expenses on an absolute basis to increase as we intend to hire additional research and development personnel to, among other things, develop new features and services for our SNS platform, develop new online games and applications 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. We expect our general and administrative expenses to increase in the future on an absolute basis as our business grows and we incur increased costs related to complying with our reporting obligations as a public company under U.S. securities laws.

Impairment of Intangible Assets

Impairment of intangible assets in 2009 consists primarily of an impairment of uume.com, a purchased domain name, as we decided to stop using this domain name after transferring all of the online games operated on uume.com to game.renren.com. In 2010, the impairment loss related to a write-off of a domain name that is no longer in use.

Change in Fair Value of Warrants

Change in fair value of warrants relate to the warrants we granted to SOFTBANK CORP. in April 2008 and amended in July 2009 in connection with our issuance and sale of Series D preferred shares to SOFTBANK CORP. See "—Critical Accounting Policies—Fair Value of Warrants." As all of the warrants held by SOFTBANK CORP. have been exercised in full in December 2010, these warrants will not affect our results of operations for future periods.

Exchange (Loss) Gain on Dual Currency Deposit

Exchange loss or gain on dual currency deposit consists primarily of exchange losses on dual currency deposits in U.S. dollars and Australian dollars in 2008, and exchange gains on dual currency deposits in U.S. dollars and Japanese yen in 2009 and 2010. We made dual currency deposits in addition to RMB deposits in the ordinary course of our business to enhance the yields on our cash balances.

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

Prior to the effective date of the New EIT Law on January 1, 2008, enterprises in China were generally subject to an enterprise income tax at a statutory rate of 33% unless they qualified for certain preferential treatment. Effective as of January 1, 2008, the New EIT 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. Enterprises established before March 16, 2007 that were entitled to the then available preferential tax treatment may continue to enjoy such treatment (i) in the case of preferential tax rates, for a maximum of a five-year period starting from January 1, 2008; during such period, the tax rate will gradually increase to 25%, or (ii) in the case of preferential tax exemption or reduction for a specified term, until the expiration of such term. In addition, 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 affiliate entities, was qualified as a Software Enterprise by the Beijing Science and Technology Commission. According to such qualification, Qianxiang Wangjing is 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. This preferential tax treatment benefited us by reducing our income tax charge in 2010 by US$11.3 million when Qianxiang Wangjing was exempted from enterprise income tax. From tax years 2011 to 2013, Qianxiang Wangjing will pay income tax at 12.5% (i.e. 50% of the standard rate). Thereafter Qianxiang Wangjing will pay income tax at the standard rate of 25%. Consequently, our effective tax rate is expected to increase in future years.

Under the New EIT 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. 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 New EIT Law. If 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, 2010, we had not accrued reserves for PRC tax on such basis.

For more information on PRC tax regulations, see "Regulation—Regulations on Tax."

Internal Control Over Financial Reporting

Prior to this offering, we have been a private company with limited accounting personnel and other resources for addressing our internal control over financial reporting. In connection with the preparation and audit of our consolidated financial statements included in this prospectus, we and our independent registered public accounting firm identified one material weakness and one significant deficiency, each as defined in the U.S. Public Company Accounting Oversight Board Standard AU325, in our internal control over financial reporting as of December 31, 2010. As defined in AU325, a "material weakness" is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis, and a "significant deficiency" is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of our financial reporting.

The material weakness identified related to insufficient accounting personnel with appropriate U.S. GAAP knowledge. Since the beginning of 2011, we have started to take a number of steps to improve our internal control over financial reporting and to address the material weakness, including:

- we plan to implement regular and continuous U.S. GAAP accounting and financial reporting training programs for our existing accounting and reporting personnel, including both junior and senior personnel;
- we have commenced efforts to recruit additional qualified accounting personnel, with relevant experience in U.S. GAAP accounting and reporting and auditing, to be responsible for SEC and U.S. GAAP reporting; and
- we plan to subscribe to a U.S. GAAP accounting and reporting services tool from an external service provider.

We intend to remediate the material weakness and significant deficiency before December 31, 2012, but we can give no assurance that we will be able to do so. Under Section 404 of the Sarbanes-Oxley Act of 2002, we are required to include a management's report on internal control over financial reporting in our annual report on Form 20-F for the year ending December 31, 2012.

Designing and implementing an effective financial reporting system is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to devote significant resources to maintain a financial reporting system that adequately satisfies our reporting obligations. The remedial measures that we intend to take may not fully address the material weakness, significant deficiency

and other control deficiencies that we and our independent registered public accounting firm have identified, and material weaknesses in our internal control over financial reporting may be identified in the future. See "Risk Factors—Risks Relating to Our Business—In the course of preparing our consolidated financial statements, one material weakness and one significant deficiency in our internal control over financial reporting were identified. 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 may be adversely affected, and investor confidence and the market price of our ADSs may be adversely impacted."

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 advertising and IVAS, which includes, among others, online games. We started generating revenues from social commerce services in June 2010 when we launched nuomi.com. 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 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.

IVAS

Online games

We generate revenue from the provision of online games, particularly 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 prepaid cards. The amount received from direct online payments is recorded initially as deferred revenues. We sell 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 prepaid cards sold by the distributors, net proceeds received from distributors after deduction of sales discounts are recorded as deferred revenues. End users use an access code and password, either obtained from the prepaid card or through direct online payment, to exchange the face value of these cards or the amount of direct online payment for virtual currency and deposit them into their personal accounts. End users consume the virtual currency for in-game virtual merchandise or premium features sold.

We recognize revenues as the in-game virtual merchandise or premium features are first used by the end users, as we believe that our in-game merchandise or premium features have short estimated useful lives over which they are used by end users, and that more than 90% of our game players use the feature within seven days of the first usage. Consequently, we believe that recognizing revenue on first usage is substantially the same as recognizing over the estimated useful life. We have considered the average period that end users typically play our games and other end user behavior patterns to arrive at this best estimate for the lives of these in-game merchandise or premium features. However, given the relatively short operating history of our online games, our estimate of the period that end users typically play our games may not accurately depict such period and hence the lives of the in-game merchandise or premium features. We will adopt a policy of assessing the estimated lives of in-game merchandise or premium features periodically. While we believe our estimates to be reasonable in view of actual player information available, we may revise such estimates in the future as we have longer game operation periods to reference and we continue to gain more operating data. Any adjustments arising from changes in the estimates of in-game items would be applied prospectively on the basis that such changes are caused by new information indicating a change in the end user behaviors pattern. Any changes in our estimate of lives of the in-game items may result in our revenues being recognized on a different basis than in prior periods and may cause our operating results to fluctuate.

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 then 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 prepaid cards are recognized as revenues when the term of the 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 these agreements, we promote and provide links to the online games on our website and the third-party developers operate the games, which includes providing game software, hardware, technical support and customer services. We are entitled to a pre-agreed share of the payments received, which varies based on negotiation with the third-party game developer. We recognize these revenues on a net basis because we believe the third-party game developers are the primary obligors of the arrangement since they operate the games and take primary responsibility to end users. The game end users make online payments to us or purchase our prepaid cards. The payments received by us are initially recognized as deferred revenues because at that time we do not know what specific games end users will purchase. The deferred revenues are transferred to accounts payable to the third-party game developers and recognized as revenues at the agreed revenue sharing percentage when end users deposit our virtual currency into the end users' accounts in the specific games.

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 normally occurs concurrently.

Social Commerce

Beginning in June 2010, we have provided social commerce services through nuomi.com. Third-party merchants agree to provide Nuomi users discounted prices when enough Nuomi users sign up for a deal consisting of particular products, services or events 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, which normally includes two components. The first component is the pre-agreed per user commission for which 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 us; and (iii) we have released the electronic coupons for the agreed discounted prices to the participating users. Historically, all three criteria were generally met within one day. The second component of our revenues is the payments from participating users who ultimately do not consume the released electronic coupons, since we pay merchants the amounts only for those coupons used but do not refund such amounts to our users. The payments received for unused coupons are initially recognized as accounts payables and, until March 2011, had been recognized as revenues when the term of the released coupon expires.

In March 2011, we revised some of the terms for the coupons released for our social commerce services business through our Nuomi website:

- Participating users are now entitled to a full cash refund within seven days of purchasing a coupon or they may deposit the payments made to us as credits for future transactions without a time limit.
- If the released electronic coupons expire without consumption, the participating user may now use the amounts as credits against future transactions without a time limit. This term applies retroactively to all expired coupons from the commencement of our social commerce service business in June 2010.
- We offer to refund the participating users if the quality of the products or services provided by the third-party merchants does not meet the descriptions of the products or services provided by the third-party merchants on our Nuomi website.

As a result of the above described changes, for deals with the revised terms, we henceforth recognize the pre-agreed per user commission revenue upon the consumption of the released coupon. We continue to believe we are an agent and recognize revenues on a net basis.

We no longer recognize the revenues for unused coupons upon their expiration. As we are not yet able to estimate how many users will ultimately neither use the coupon nor the credits received upon expiry of the initial unused coupon for a future purchase, we will carry all such amounts as a liability until the released coupon is ultimately used.

In addition, we have recognized a US$0.5 million liability as of March 15, 2011, for the cumulative effect of the credits extended to the unused coupons expired before that date as a result of the retroactive effect of the changed term regarding expired unused coupons. We have charged this to the income statement as a marketing expense.

We have not recognized any liability in connection with our commitment to refund the participating users if the quality of the products or services provided by third-party merchants does not meet the descriptions of the products or services offered on our Nuomi website. The third party merchants are responsible and liable for the quality of the products or services provided. We hold the right to claim reimbursements from the third party merchants or deduct from the amounts payable to them.

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. We recognized an impairment charge of US$21,000 to fully write down the goodwill in WVAS reporting in the year 2008 as we significantly adjusted downward the profit forecast and expected future net revenues from the WVAS to be lower than we previously forecasted as a result of various new policies introduced by mobile operators in the second half of 2007, which materially adversely impacted the operating environment for our business.

The following table sets forth the estimated fair values, carrying values of and goodwill allocated to our online advertising reporting units, which carried all our goodwill as of December 31, 2010:

Reporting Unit	Online Advertising (in thousands of US$ except for percentages)
Estimated fair value	373,647
Carrying value	39,628
Percentage by which fair value exceeds carrying value	843%
Amount of goodwill allocated to the reporting unit	4,420

Intangible assets with indefinite useful lives are not subject to amortization and are tested for impairment at least annually 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 year ended December 31, 2009, we recorded an impairment loss of US$0.2 million for a domain name with an indefinite life, since we decided to stop using the domain name uume.com after transferring all the online games operated on www.uume.com to one of our other operating platforms.

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. We did not recognize impairment for intangible assets for the periods presented in this prospectus.

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.

Fair Value of Ordinary Shares

We are a private company with no quoted market prices for our ordinary shares. We have therefore needed to make estimates of the fair value of our ordinary shares at various dates for the purpose of: (i) determining the fair value of our ordinary shares at the date of the grant of a share-based compensation award to our employees as one of the inputs in determining the grant date fair value of the award; (ii) determining the fair value of our ordinary shares at the date of issuance of our convertible instruments in the determination of any beneficial conversion feature; and (iii) determining the fair value of our Series D warrants as of the issuance date and re-measurement dates.

The fair value of the ordinary shares, convertible instruments and options granted to our employees were estimated by us, with assistance from Marsh Financial Advisory Services Limited, or Marsh, an independent third-party appraiser. We are ultimately responsible for the determination of all amounts related to share-based compensation and the convertible instruments recorded in the financial statements.

The following table sets forth the fair value of our ordinary shares estimated at different dates in 2008, 2009, 2010 and 2011:

Date	Class of shares	Fair Value	Purpose of valuation	Type of valuation
January 31, 2008	Ordinary shares	US$0.15	Share option grant	Retrospective
April 5, 2008	Ordinary shares	US$0.17	Issuance of Series D warrant	Retrospective
December 31, 2008	Ordinary shares	US$0.09	Re-measurement of Series D warrant	Retrospective
July 2, 2009	Ordinary shares	US$0.11	Re-measurement of Series D warrant	Contemporaneous
October 15, 2009	Ordinary shares	US$0.22	Share option grant	Retrospective
December 31, 2009	Ordinary shares	US$0.24	Re-measurement of Series D warrant	Contemporaneous
March 10, 2010	Ordinary shares	US$0.30	Share option grant	Retrospective
March 31, 2010	Ordinary shares	US$0.30	Share option grant and re-measurement of Series D warrant	Retrospective
June 1, 2010	Ordinary shares	US$0.60	Share option grant	Retrospective
June 30, 2010	Ordinary shares	US$0.60	Re-measurement of Series D warrant	Retrospective
September 30, 2010	Ordinary shares	US$0.72	Re-measurement of Series D warrant	Contemporaneous
October 21, 2010	Ordinary shares	US$0.72	Share option grant	Contemporaneous
December 27, 2010	Ordinary shares	US$1.12	Re-measurement of Series D warrant	Contemporaneous
January 4, 2011	Ordinary shares	US$1.12	Share option grant	Contemporaneous

In determining the fair value of our ordinary shares, we have considered the guideline prescribed by the AICPA Audit and Accounting Practice Aid, Valuation of Privately-Held Company Equity Securities Issued and Compensation, or the Practice Aid. Specifically, paragraph 16 of the Practice Aid sets forth the preferred types of valuation that should be used.

Marsh used the discounted cash flow, or DCF, method of the income approach to derive the fair value of our ordinary shares in 2008, 2009 and 2010. We considered the market approach and searched for public companies located in China with business nature and in a development stage similar to ours. However, no companies were similar to us in all aspects, and we therefore only used the results obtained from the market approach to assess the reasonableness of the results obtained from the income approach. The determination of the fair value of our ordinary shares required complex and subjective judgments to be made regarding our projected financial and operating results, our unique business risks, the liquidity of our shares and our operating history and prospects at the time of valuation.

The major assumptions used in calculating the fair value of ordinary shares include:

- *Weighted average cost of capital, or WACC*: The WACCs were determined based on a consideration of such factors as risk-free rate, comparative industry risk, equity risk premium, company size and company-specific factors. The changes in WACC from 23% as of January 31, 2008 to 17% as of December 31, 2010 was primarily due to our business growth and additional funding from Series D preferred shares for accelerating development.

  In deriving the WACCs, which are used as the discount rates under the income approach, certain publicly traded companies in the internet social networking and online game industries were selected for reference as our guideline companies. To reflect the operating environment in China and the general sentiment in the U.S. capital markets towards the internet social networking and online game industries, the guideline companies were selected with consideration of the following factors: (i) the guideline companies should provide similar services; and (ii) the guideline companies should either have their principal operations in China, as we operate in China, and/or are publicly listed companies in the United States, as we plan to become a public company in the United States.

- *Discount for lack of marketability, or DLOM*: When determining the DLOM, the option-pricing method (put option) and data from Mergerstat Review were applied to quantify the DLOM where applicable. Although it is reasonable to expect that the completion of this offering will add value to our shares because we will have increased liquidity and marketability as a result of this offering, the amount of additional value can be measured with neither precision nor certainty. The DLOMs were estimated to be 20% as of each valuation date before December 31, 2009 and decreased to 10% as of December 31, 2010. The lower DLOM is used for the valuation, the higher is the determined fair value of the ordinary shares.

The income approach involves applying appropriate discount rates to estimated cash flows that are based on earnings forecasts developed by us. Our revenue and earnings growth rates contributed significantly to the increase in the fair value of our ordinary shares from 2008 to 2010. The assumptions used in deriving the fair values were consistent with our business plan. However, these assumptions were inherently uncertain and highly subjective. These assumptions include: no material changes in the existing political, legal and economic conditions in China; no major changes in the tax rates applicable to our subsidiaries and consolidated affiliated entities in China; our ability to retain competent management, key personnel and staff to support our ongoing operations; and no material deviation in market conditions from economic forecasts. The risk associated with achieving our forecasts were assessed in selecting the appropriate discount rates, which ranged from 23% to 17%.

We used the option-pricing method to allocate equity value of our company to preferred and ordinary shares, taking into account the guidance prescribed by the Practice Aid. This method involves making estimates of the anticipated timing of a potential liquidity event, such as a sale of our company or an initial public offering,

and estimates of the volatility of our equity securities. The anticipated timing is based on the plans of our board and management. Estimating the volatility of the share price of a privately held company is complex because there is no readily available market for the shares. We estimated the volatility of our shares based on historical volatility of comparable companies' shares. Had we used different estimates of volatility, the allocations between preferred and ordinary shares would have been different.

The fair value of our ordinary shares decreased from US$0.15 per share as of January 31, 2008 to US$0.09 per share as of December 31, 2008 primarily due to the global financial crisis in the second half of 2008, which caused us to revise downward our projected future financial performance.

The fair value of our ordinary shares increased from US$0.09 per share as of December 31, 2008 to US$0.24 per share primarily as of December 31, 2009, primarily due to the following:

- the negative effect of the global financial crisis on our business was much less than originally expected;
- the overall economic growth in our principal geographic markets, which led to increased market demand for our services;
- we experienced annual growth of 238.7% in net revenues from US$13.8 million in 2008 to US$46.7 million in 2009;
- as our business grew and our size increased, we were in a better position to withstand unexpected economic changes. Accordingly, the discount rate used for the valuation of our company's shares decreased from 21% for the December 31, 2008 valuation to 19% for the December 31, 2009 valuation.

The fair value of our ordinary shares increased from US$0.24 per share as of December 31, 2009 to US$0.30 per share as of March 31, 2010, primarily due to the following reasons:

- during the three months ended March 31, 2010, we acquired 11 new advertising clients and launched four third-party games and two internally developed games. As a result, the probability that we can achieve our financial forecast increased. Accordingly, the discount rate used in the valuation of our ordinary shares decreased from 19% for the December 31, 2009 valuation to 17.5% for the March 31, 2010 valuation; and
- due to increased marketability of our ordinary shares as we were closer in time to our initial public offering, DLOM decreased from 20% for the December 31, 2009 valuation to 18% for the March 31, 2010 valuation.

The fair value of our ordinary shares increased from US$0.30 per share as of March 31, 2010 to US$0.60 per share as of June 30, 2010, primarily due to the following reasons:

- because of the following events and factors, we revised upward our forecasted revenues for future years and we extended the end of our high-growth projection period from 2015 to 2017, before computing the terminal value of our business at a steady state:
  - we acquired 25 new advertising clients, launched six third-party games and our quarterly revenues grew 41.5% from the three months ended March 31, 2010, all of which evidenced our ability to continuously grow our business and enhanced our confidence in our long-term growth;
  - we hired our chief financial officer, a director of strategic development, a project management director of our game development department, a director of our network sales department and other senior management. These senior and experienced personnel improved (i) our operating efficiency, cost control measures and financial forecasting procedures; (ii) the visibility of our business development; and (iii) our understanding of user experience, which strengthened our ability to attract more users; and

- we significantly increased our lead over our closest competitor as the top real name social networking internet platform in China, from 48% more monthly unique visitors than our closest competitor in March 2010 to 105% more monthly unique visitors than our closest competitor in June 2010, based on relevant data publicly issued by iResearch; and

- due to the increased marketability of our ordinary shares as we were closer in time to our initial public offering, DLOM decreased from 18% for the March 31, 2010 valuation to 15% for the June 30, 2010 valuation.

The fair value of our ordinary shares increased from US$0.60 per share as of June 30, 2010 to US$0.72 per share as of September 30, 2010, primarily due to the following reasons:

- we acquired 18 new advertising clients and launched 11 third-party games, which evidenced our ability to continuously grow our business and meet our financial forecasts;

- we received US$84 million from the exercise of tranche 3 Series D warrants by their holder, which demonstrated the confidence of a major shareholder in our business and also provided additional funding to accelerate our business growth;

- due to the growth of our business, the increased viability of our business strategy and the improved results of our operations for the nine months ended September 30, 2010, we revised downward the discount rate used for the valuation of our ordinary shares from 17.5% for the June 30, 2010 valuation to 17.0% for the September 30, 2010 valuation; and

- due to the increased marketability of our ordinary shares as we were closer in time to our initial public offering, DLOM decreased from 15% for the June 30, 2010 valuation to 12% for the September 30, 2010 valuation.

We repurchased from certain non-employee shareholders around September 30, 2010:

- 47,142,860 ordinary shares at a price of $0.725 per share in August 2010; and

- 6,416,670 ordinary shares at a price of $0.725 per share in October 2010.

The fair value of our ordinary shares increased from US$0.72 per share as of September 30, 2010 to US$1.12 per share as of December 31, 2010, primarily due to the following reasons:

- because of the following events and factors, we revised upward our forecasted growth in revenues and net income from 2010 through 2017:

  - we launched 13 third-party games, which exceeded our projections and increased our confidence in achieving faster revenue growth;

  - our social commerce business, nuomi.com, substantially outperformed our forecasts. According to E-Commerce Research Center of China, after only a few months of operation, nuomi.com was one of the top three social commerce businesses in China, with a market share of 17.3%;

  - we introduced a number of new business initiatives to accelerate the growth of our business, including chewen.com, an LBS service and Renren Music; and

  - the number of our unique mobile log-in users reached 30% of our total unique log-in users, which increased our confidence in the ability of our business to benefit from the growth of the mobile internet industry in China;

- we expected to receive US$198 million due to the exercise of tranche 4 Series D warrants by their holder near the end of December 2010, which demonstrated the confidence of a major shareholder in our business and also provided additional funding to accelerate our business growth; and
- we formally kicked off the initial public offering process in November 2010. Due to the resulting increased likelihood of marketability of our ordinary shares, DLOM decreased from 12% for the September 30, 2010 valuation to 10% for the December 31, 2010 valuation.

We have prepared the table below to demonstrate the estimated impact of the changes in the key assumptions and inputs on the change in fair value of our ordinary shares at each valuation date compared with the prior valuation for each valuation date since March 31, 2010. The table is based on the assumptions listed in the notes to the table because the key assumptions are naturally interrelated in the determination of fair value.

Valuation Date	March 31, 2010	June 30, 2010	September 30, 2010	December 31, 2010
Whether financial projections were revised from last valuation	No	Yes	No	Yes
Marketability discount	18%	15%	12%	10%
Discount rate (WACC)	17.5%	17.5%	17.0%	17.0%
Fair value per share in prior valuation date	$ 0.24	$ 0.30	$ 0.60	$ 0.72
(a) Increase in fair value due to time difference and / or revised financial projections[1]	$ 0.02	$ 0.27	$ 0.00	$ 0.23
(b) Increase in fair value due to a decrease in Marketability Discount (DLOM)[2]	$ 0.01	$ 0.02	$ 0.02	$ 0.02
(c) Increase in fair value due to a decrease of WACC[3]	$ 0.03	$ 0.00	$ 0.03	$ 0.00
(d) Change in fair value due to other factors such as exchange rate[4]	$ 0.00	$ 0.01	$ 0.07[5]	$ 0.15[5]
Total increase in fair value (= a + b + c + d)	$ 0.06	$ 0.30	$ 0.12	$ 0.40
Fair value per share	$ 0.30	$ 0.60	$ 0.72	$ 1.12

(1) To quantify the effect of this factor used in the fair value determination model, we assume all other factors were kept unchanged from those used in the prior valuation.
(2) To quantify the effect of this factor used in the fair value determination model, we assume all other factors were kept unchanged from the amounts used in the prior valuation, except the time difference and/or the financial projection factors, which we assume were changed to the amount used in the current valuation.
(3) To quantify the effect of this factor used in the fair value determination model, we assume all other factors were kept unchanged from the amounts used in the prior valuation, except the time difference and/or the financial projection and the DLOM factors, which we assume were changed to the amount used in the current valuation.
(4) To quantify the effect of this factor used in the fair value determination model, we assume all other factors, i.e. the time difference and/or the financial projections, the DLOM and the WACC, were changed to the amount used in the current valuation.
(5) In the third and fourth quarters of 2010, there were cash injections from investors exercising warrants, which increased our fair value as a non-operating asset applied in the valuation model.

Nevertheless, we believe the implied increase in fair value of our ordinary shares from US$1.12 per ordinary share as of December 31, 2010 to US$3.33 per ordinary share, the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus is attributable to the following reasons:

Had we performed a valuation of our ordinary shares now using the same methodology as in the December 31, 2010 valuation, the discount rate would have decreased from 17% as of December 31, 2010 to approximately 12% for the following factors:

- the successful expansion and growth in size of our business. Specifically, in deriving the WACC, the size premium of 1.85% for a low-cap company would be reduced to 1.08% for a mid-cap company;

- the increased financial resources available to us as a consequence of the imminent initial public offering would reduce the risk of our failure to achieve our forecasts for rapid expansion, and accordingly the company-specific risk premium of 5% that was considered in deriving WACC as at December 31, 2010 would be reduced to approximately 1%; and
- recent market transactions demonstrate that the market is favorable towards internet companies with businesses or attributes similar to ours, and the WACC implied in such transactions is lower than the 17% we used as of December 31, 2010. For example, based on public information on equity transactions, the equity value of one of our closest comparables in the U.S. increased from US$52 billion as of February 15, 2011 to US$85 billion as of March 22, 2011, and China-based internet companies that were listed in the U.S. in recent months have been trading at prices significantly above their initial public offering prices.

The implied increase in fair value of our ordinary shares is also attributable to the successful expansion of our business in 2011 and the revision of our financial performance projections in light thereof. In particular, we increased the forecasted revenues for future periods. The successful expansion of our business in 2011 is evidenced by the following factors:

- as of March 31, 2011, the number of monthly unique log-in users of our platform during the past 30 days increased by 20.7% as compared to December 2010;
- we acquired 27 new advertisers and launched eight new third-party games since the beginning of 2011;
- we accelerated the development of our self-service advertising business for small and medium-sized enterprises in China; and
- as of April 14, 2011, we had expanded our social commerce business to 32 cities in China, as compared to 11 cities as of December 31, 2010. We believe this significant expansion demonstrates our ability to execute our social commerce services business plans.

Another reason for the implied increase in the fair value of our ordinary shares is that the estimated price for this offering includes no discount for lack of marketability, as compared to the 10% discount for lack of marketability used in the December 31, 2010 valuation.

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 requisite service 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 following table sets forth certain information regarding the share options granted to our employees and advisors at different dates in 2008, 2009, 2010 and 2011:

Grant Date/ Modification Date	No. of Ordinary Shares Underlying Options Granted	Exercise Price Per Share (US$)	Fair Value per Share at the Grant Date (US$)	Intrinsic Value per Option at the Grant Date (US$)	Type of Valuation
January 31, 2008	60,312,000	0.18	0.15	—	Retrospective
October 15, 2009	39,064,000	0.18	0.22	0.04	Retrospective
March 10, 2010	300,000	0.18	0.30	0.12	Retrospective
March 31, 2010	3,000,000	0.18	0.30	0.12	Retrospective
June 1, 2010	490,000	0.18	0.60	0.42	Retrospective
October 21, 2010	179,450	0.10	0.72	0.62	Contemporaneous
October 21, 2010	11,180	0.18	0.72	0.54	Contemporaneous
January 4, 2011	12,608,500	1.20	1.12	—	Contemporaneous

In determining the value of share options, we have used the Black-Scholes option pricing model, with assistance from Marsh. Under this option pricing model, certain assumptions, including the risk-free interest rate, the expected term of the options, the expected dividends on the underlying ordinary shares, and the expected volatility of the price of the underlying shares for the expected term of the options are required in order to determine the fair value of our options. Changes in these assumptions could significantly affect the fair value of share options and hence the amount of compensation expense we recognize in our consolidated financial statements.

The key assumptions used in valuation of the options are summarized in the following table:

	Grants on January 31, 2008		Grants on October 15, 2009	Grants on March 10, 2010	Grants on March 31, 2010	Grants on June 1, 2010		Grants on October 21, 2010		Grants on January 4, 2011	
	Batch I	Batch II				Batch I	Batch II	Batch I	Batch II	Batch I	Batch II
Risk-fee rate of return	4.16%	4.07%	3.16%	2.47%	3.49%	2.53%	1.46%	0.96%	0.96%	3.22%	2.55%
Expected remaining contractual life	6.08	5.79	6.08	3.93	7.27	3.52	0.75	0.36	0.36	8.55	6.01
Volatility	60.1%	59.6%	63.6%	58.1%	61.0%	59.0%	42.0%	42.0%	42.0%	61%	54.5%
Expected dividend yield	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

(1) The risk-free rate of return is based on the yield curve of U.S. dollar China Sovereign Bonds as of the valuation dates extracted from Bloomberg.

(2) For the options granted to employees, as we did not have sufficient historical share option exercise experience, 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. For the options granted to employees in March 2010 and Batch I of June 2010, we estimated the expected term based on Binomial Option Pricing Model. For the options granted to employees in Batch II of June 2010 and October 2010, the options are deep in-the-money and immediately vested as of the grant date. Therefore, we expected that the option holders will exercise the options when our company becomes public and the expected term of the options used in our valuation is the period between the grant date and the expected IPO date.

(3) 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.

(4) We estimate the dividend yield based on our expected dividend policy over the expected term of the options.

Fair Value of Warrants

In connection with the issuance of our Series D preferred shares, we granted the Series D shareholder warrants to purchase additional Series D preferred shares. The warrants were determined as free standing financial instruments required to be measured at fair value since the underlying instruments, the Series D preferred shares, are redeemable instruments and therefore the warrant held by the holder is required to be classified as a liability and was initially recognized at the fair value. However, the entire instrument comprises both a right for the warrant holder to exercise and a right for us to require the warrant holder to exercise. Therefore, under certain circumstances, the warrants were carried by us as an asset. We determined the fair value of the Series D warrants with the assistance of Marsh.

The following table sets forth certain information regarding the Series D warrants on the dates indicated:

Date of Valuation	No. of Warrants	Fair Value Per Warrant	Fair Value of Warrants	Type of Valuation
April 5, 2008	302,152,880	US$(0.03)	US$(9,165)	Retrospective
December 31, 2008	302,152,880	US$ 0.21	US$ 63,710	Retrospective
December 31, 2009	226,614,660	US$(0.09)	US$ (21,481)	Contemporaneous
December 31, 2010	151,076,440	US$(0.54)	US$ (81,413)	Contemporaneous

(1) A positive value in this table indicates an asset to us and a negative value indicates a liability to us.

In determining the value of warrants granted to preferred shares investors, we have used the Black-Scholes option pricing model with the assistance of Marsh. Under this option pricing model, certain assumptions, including the risk-free interest rate, the expected term of the warrants, the expected dividends on the underlying preferred shares, and the expected volatility of the price of the underlying shares for the expected term of the warrants are required in order to determine the fair value of our warrants. Changes in these assumptions could significantly affect the fair value of share options and hence the amount of compensation expense we recognize in our consolidated financial statements.

The key assumptions used in valuation of the warrants are summarized in the following table:

2009 Series D Warrants	As of April 5, 2008	As of December 31, 2008
Risk-free rate of return	3.59%	2.47%
Expected remaining contractual life of the warrants	2.00	1.26
Volatility	49.40%	78.30%
Expected dividend yield	0%	0%

2010 Series D Warrants	As of April 5, 2008	As of December 31, 2008	As of December 31, 2009		As of December 27, 2010
			Tranche 3	Tranche 4	
Risk-free rate of return	3.67%	3.14%	1.16%	1.59%	1.11%
Expected remaining contractual life of the warrants	3.00	2.26	0.50	1.50	0.5
Volatility	48.10%	69.90%	45.70%	65.80%	38.0%
Expected dividend yield	0%	0%	0%	0%	0%

In regard to the aforementioned valuations of warrants, the risk-free rate of return is based on the yield curve of China Sovereign Bonds as of the valuation dates extracted from Bloomberg; the expected life of warrants was estimated based on expiration date of the warrants; the volatility was estimated based on the historical stock price volatility of listed comparable companies over a period comparable to the expected term of the warrants; and the expected dividend yield is based on our target paid-out ratio.

The fair value of the warrants changed from a liability of US$9.2 million as of April 5, 2008 to an asset of US$63.7 million as of December 31, 2008, primarily due to the fact that the financial projections were adjusted downward and the discount rate increased from 20% as of April 5, 2008 to 21% as of December 31, 2008, which was caused by the effects of the global financial crisis in the second half of 2008.

The fair value of the warrants changed from an asset of US$63.7 million as of December 31, 2008 to a liability of US$21.5 million as of December 31, 2009. This was due in large part to the fair value of Series D preferred shares increasing from US$0.73 per share to US$0.83 per share, which is primarily due to:

- the negative effective of the global financial crisis on our business was much less than originally expected;
- the overall economic growth in our principal geographic markets, which led to increased market demand for our services;
- we experienced annual growth of 238.7% in net revenues from US$13.8 million in 2008 to US$46.7 million in 2009;
- as our business grew and our size increased, we were in a better position to withstand unexpected economic changes. Accordingly, the discount rate used for valuation of our company's shares decreased from 21% for the December 31, 2008 valuation to 19% for the December 31, 2009 valuation; and
- the terms of the warrants were amended as of July 2, 2009, as a result of which the tranche 4 warrants became only exercisable by the warrant holder.

The fair value of the warrants changed from a liability of US$21.5 million as of December 31, 2009 to a liability of US$81.4 million as of December 27, 2010. This was due in large part to the increase in fair value of Series D preferred shares from US$0.83 per share to US$1.52 per share. The main reasons for the increase in fair value of the Series D preferred shares are the same as the reasons for the increase in fair value of our ordinary shares as explained under the section "Fair Value of Ordinary Shares" above.

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 did not recognize any significant unrecognized tax benefits during the periods presented in this prospectus.

Uncertainties exist with respect to the application of the PRC's New EIT Law and its implementing rules to our operations, specifically with respect to our tax residency status. The New EIT 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 New EIT 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 New EIT 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 "Risk Factors—Risk 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 New EIT Law, which would have a material adverse effect on our 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 "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".

Results of Operations

The following table sets forth a summary of our consolidated results of operations for the periods indicated. Our business has grown 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,		
	2008	2009	2010
		(in thousands of US$)	
Net revenues:			
Online advertising	$ 6,776	$ 18,408	$ 32,003
IVAS:			
Online games	6,272	23,565	34,413
Other IVAS	734	4,711	10,119
Subtotal	7,006	28,276	44,532
Total net revenues	13,782	46,684	76,535
Cost of revenues	5,667	10,379	16,624
Gross profit	8,115	36,305	59,911
Operating expenses:			
Selling and marketing	7,111	19,375	20,281
Research and development	4,921	12,937	23,699
General and administrative	4,045	6,510	7,511
Impairment of intangible assets	—	211	739
Total operating expenses	16,077	39,033	52,230
(Loss) gain from operations	(7,962)	(2,728)	7,681
Change in fair value of warrants	72,875	(68,184)	(74,364)
Exchange (loss) gain on dual currency deposit	(12,908)	1,673	3,781
Interest income	801	288	335
Realized gain on marketable securities	—	755	—
Gain on disposal of cost of method investment	—	—	40
Impairment of cost method investment	(350)	—	—
Income (loss) before provision for income tax and loss in equity method investment, net of income taxes	52,456	(68,196)	(62,527)
Income tax (expenses) benefit	(523)	31	1,332
Income (loss) before loss in equity method investment, net of income taxes	51,933	(68,165)	(61,195)
Losses in equity method investment, net of income taxes	(41)	(102)	—
Income (loss) from continuing operations	51,892	(68,267)	(61,195)
Discontinued operations:			
Loss from discontinued operations, net of tax	(2,740)	(2,481)	(4,301)
Gain on disposal of discontinued operations, net of tax	—	633	1,341
Loss on discontinued operations, net of tax	(2,740)	(1,848)	(2,960)
Net income (loss)	49,152	(70,115)	(64,155)
Add: Net loss attributable to the noncontrolling interest	185	—	—
Net income (loss) attributable to Renren Inc.	$ 49,337	$ (70,115)	$ (64,155)

Year Ended December 31, 2010 Compared to Year Ended December 31, 2009

Net revenues. Our net revenues increased by 63.9% from US$46.7 million in 2009 to US$76.5 million in 2010. This increase was due to increases in both our online advertising revenues and IVAS revenues.

- *Online advertising*. Online advertising revenues increased by 73.9% from US$18.4 million in 2009 to US$32.0 million in 2010. This increase was attributable to the growth of our SNS platform and user base and the increased use of our platform by advertisers to reach our users, which is reflected in an increase of our advertisers' average annual spending from US$82,000 in 2009 to US$129,000 in 2010 and an increase in the number of our advertisers from 224 in 2009 to 248 in 2010. The increase in the number of our advertisers was due to our effective marketing efforts to acquire new advertisers and the expansion of our sales force, as well as the greater market acceptance of SNS advertising as an effective way for advertisers to market their businesses. The increase of our average annual spending per advertiser was attributable to both an increase in advertising time and space our advertisers purchased from us during the period and the pricing strategy on our social networking internet platform which we developed during the period and which effectively increased the price we charged our advertisers for our advertising time and space. Revenues derived from pay-for-volume arrangements, which we began to offer in 2010, also contributed to our online advertising revenues in 2010. In 2010, US$1.8 million, or 5.7% of our online advertising revenues, were derived from the newly developed pay-for-volume arrangements, as compared with nil in 2009.
- *IVAS*. IVAS revenues increased by 57.5% from US$28.3 million in 2009 to US$44.5 million in 2010. The increase in IVAS revenues was due to increases in both online games revenues and other IVAS revenues. Online games revenues increased by 46.0% from US$23.6 million in 2009 to US$34.4 million in 2010 due to the increases in revenues from purchases by end users of in-game virtual merchandise or premium features and an increase in the number of licensed and internally developed games offered through our online games center. Other IVAS revenues increased by 114.8% from US$4.7 million in 2009 to US$10.1 million in 2010 due to increases in revenues from paid applications, VIP memberships, social commerce services and other value-added services we provided to our customers. Revenues from paid applications increased from US$2.9 million in 2009 to US$3.5 million in 2010 as a result of the increase in the revenues generated from our revenue-sharing agreements entered into between us and third-party application developers. Revenues from VIP memberships increased from US$0.8 million in 2009 to US$2.1 million in 2010 as a result of an approximately 70% year-over-year increase in the number of our VIP members. Revenues derived from other value-added services we provided to our customers increased from US$0.9 million in 2009 to US$3.3 million in 2010, which was mainly due to the web-page creation services we provided to our customers. Our social commerce services, which we began to offer in June 2010 and which generated US$1.2 million of revenues in 2010, also contributed to our other IVAS revenue growth.

Cost of Revenues. Our cost of revenues increased by 60.2% from US$10.4 million in 2009 to US$16.6 million in 2010. This increase was due in large part to increases in bandwidth and co-location costs, which increased by 55.8% from US$6.2 million in 2009 to US$9.6 million in 2010, resulting from increased services needed to support the growth of our user traffic and users' content storage and consumption on our website. In addition, salaries and benefits increased from US$0.8 million in 2009 to US$1.4 million in 2010, primarily due to an increase in headcount, and direct advertisement costs increased from US$1.0 million in 2009 to US$1.6 million in 2010, resulting from increased advertising sales.

Operating Expenses. Our operating expenses increased by 33.8% from US$39.0 million in 2009 to US$52.2 million in 2010, primarily due to increases in research and development expenses and general and administrative expenses, which reflected the general growth of our business.

- *Selling and marketing expenses*. Our selling and marketing expenses increased by 4.7% from US$19.4 million in 2009 to US$20.3 million in 2010. This increase was due to a 35.9% increase in salaries and other benefits for our sales and marketing personnel, from US$5.2 million in 2009 to

US$7.1 million in 2010, due in part to an increase in the number of our sales and marketing staff to manage our increasing number of advertising customers. Advertising and promotion costs decreased from US$11.7 million in 2009 to US$9.1 million in 2010, as we conducted a large-scale advertising campaign in connection with the re-branding of "Xiaonei" to "Renren" in 2009, and we did not have a similar campaign in 2010.

- *Research and development expenses*. Our research and development expenses increased by 83.2% from US$12.9 million in 2009 to US$23.7 million in 2010. This increase was primarily due to a 96.2% increase in salaries and other benefits for research and development personnel, from US$8.5 million in 2009 to US$16.7 million in 2010. The increase in salaries and other benefits for these personnel was mainly due to an increase in headcount to further expand our research and development capabilities. The increase in research and development expenses was also due to the increase in depreciation and amortization from US$2.5 million in 2009 to US$3.4 million in 2010, as we purchased additional servers and computers to support our research and development activities.
- *General and administrative expenses*. Our general and administrative expenses increased by 15.4% from US$6.5 million in 2009 to US$7.5 million in 2010. This increase was primarily due to a 143.1% increase in salaries and other benefits for our general and administrative personnel, from US$1.1 million in 2009 to US$2.7 million in 2010, resulting from increased headcount. To a lesser extent, general and administrative expenses increased due to professional fees, which included legal fees and consulting fees relating to our corporate restructuring, increasing from US$0.9 million in 2009 to US$1.3 million in 2010.

Change in Fair Value of Warrants. We had losses from the change in fair value of the outstanding Series D warrants of US$68.2 million and US$74.4 million in 2009 and 2010, respectively. For a detailed explanation of the change in the fair value of warrants, see "—Critical Accounting Policies—Fair Value of Warrants."

Exchange Gain on Dual Currency Deposit. We had an exchange gain of US$3.8 million on dual currency deposit in 2010, compared with an exchange gain of US$1.7 million on dual currency deposit in 2009. The exchange gains related to dual currency deposits in U.S. dollars and Japanese yen and reflected the changes in the relative exchange rates between these currencies.

Income Tax Benefit. We incurred an income tax benefit of US$1.3 million in 2010, as compared to an income tax benefit of US$31,000 in 2009. With enhanced confidence in our ability to generate sufficient taxable income in certain of our entities, we no longer provided a full valuation allowance against deferred tax assets in 2010 as we had in 2009. Therefore, we had a significantly larger tax benefit in 2010.

Income (Loss) from Continuing Operations. As a result of the foregoing, we recorded net loss from continuing operations of US$61.2 million in 2010, as compared to net loss from continuing operations of US$68.3 million in 2009.

Loss from Discontinued Operations. Loss from discontinued operations increased from US$2.5 million in 2009 to US$4.3 million in 2010. The loss in 2010 primarily related to Gummy Inc. and Mop.com, which had losses of US$3.5 million and US$0.8 million, respectively. The loss in 2009 primarily related to US$1.7 million in losses incurred by Gummy Inc. We disposed of Gummy Inc. and Mop.com in December 2010.

Gain on Disposal of Discontinued Operations. We had a gain on disposal of discontinued operations of US$1.3 million in 2010, compared with a gain of US$0.6 million in 2009. The gain in 2010 was due to the sale in December 2010 of all of our equity interests in Mop.com and Gummy Inc. to a company owned by some of our existing shareholders for an aggregate consideration of approximately US$18.1 million. The gain in 2009 related to the sale of part of our WVAS business.

Net Loss. As a cumulative result of the foregoing, we had a net loss of US$64.2 million and US$70.1 million in 2010 and 2009, respectively.

Year Ended December 31, 2009 Compared to Year Ended December 31, 2008

Net revenues. Our net revenues increased significantly by 238.7% from US$13.8 million in 2008 to US$46.7 million in 2009. This increase was primarily due to an increase in our IVAS revenues, and was also due to an increase in our online advertising revenues.

- *Online advertising*. Online advertising revenues increased by 171.7% from US$6.8 million in 2008 to US$18.4 million in 2009. This increase was attributable to the increased acceptance by our advertisers of our social network internet services. The number of advertisers on our platform grew rapidly from 139 in 2008 to 224 in 2009 as a result of our effective marketing efforts, sales force expansion and the greater market acceptance of SNS as an effective advertising platform. The average annual spending by our advertisers increased from US$49,000 in 2008 to US$82,000 in 2009, which was attributable to both the increase in advertising time and space our advertisers purchased from us during the period as well as the increase in overall prices we charged for our advertising time and space. In both 2008 and 2009, all of our online advertising revenues were derived from pay-for-time arrangements.
- *IVAS*. IVAS revenues increased by 303.6% from US$7.0 million in 2008 to US$28.3 million in 2009. Online games revenues accounted for US$23.6 million, or 83.3%, of our IVAS revenues in 2009, as compared to US$6.3 million, or 89.5%, of our IVAS revenues in 2008. The IVAS revenue growth from 2008 to 2009 was primarily due to the success of our internally developed web game Tianshu Qitan, which was launched in late 2008 and accounted for 40.7% of our IVAS revenues in 2009. To a lesser extent, the increase in online revenues was due to an increase in the number of licensed games offered through our online games center. Other IVAS revenues increased from US$0.7 million in 2008 to US$4.7 million in 2009. This increase was mainly due to revenues from paid applications, which we began to recognize in 2009 and amounted to US$2.9 million in that year, and an increase in revenues from VIP memberships from US$83,000 in 2008 to US$0.8 million in 2009, due to an increase in the number of paying users.

Cost of Revenues. Our cost of revenues increased by 83.1% from US$5.7 million in 2008 to US$10.4 million in 2009. The increase in our cost of revenues was due in large part to increases in bandwidth and co-location costs, which increased by 104.7% from US$3.0 million in 2008 to US$6.2 million in 2009, resulting from increased bandwidth and co-location costs needed to support the growth of our user traffic and users' content consumption on our website. In addition, direct advertisement costs increased from US$0.1 million in 2008 to US$1.0 million in 2009, resulting from increased advertising sales.

Operating Expenses. Our operating expenses increased by 142.8% from US$16.1 million in 2008 to US$39.0 million in 2009, primarily due to a one-time, significant advertising campaign in 2009 to publicize our new Renren brand and to increased expenditures on salaries and benefits for research and development personnel, largely due to an increase in headcount.

- *Selling and marketing expenses*. Our selling and marketing expenses increased by 172.5% from US$7.1 million in 2008 to US$19.4 million in 2009, primarily due to the increase of our marketing and brand promotion expenses from US$2.3 million in 2008 to US$11.7 million in 2009. A majority of our marketing and brand promotion expenses were used for a one-time, large-scale advertising campaign on television and other media in connection with the re-branding of "Xiaonei" to "Renren". This increase was also due to the increase in salaries, benefits and commissions for our sales and marketing personnel from US$2.6 million in 2008 to US$5.2 million in 2009, primarily as a result of increased headcount.
- *Research and development expenses*. Our research and development expenses increased by 162.9% from US$4.9 million in 2008 to US$12.9 million in 2009, primarily due to the increase in salaries and

benefits for research and development personnel from US$3.0 million in 2008 to US$8.5 million in 2009, mainly resulting from an increased headcount. To a lesser extent, research and development expenses increased due to the increase in depreciation expenses from US$1.0 million in 2008 to US$2.5 million in 2009, relating to the purchase of servers and computers in connection with the expansion of our business.

- *General and administrative expenses*. Our general and administrative expenses increased by 60.9% from US$4.0 million in 2008 to US$6.5 million in 2009. This increase was primarily due to the US$0.7 million provision made in 2009 relating to the kaixin001.com litigation and a US$1.0 million increase in share-based compensation expenses from US$1.0 million in 2008 to US$2.0 million in 2009.
- *Impairment of intangible assets*. We had an impairment loss of US$0.2 million in 2009, which consisted of an impairment of uume.com, a purchased domain name, as we decided to stop using this domain name after transferring all of the online games operated on www.uume.com to game.renren.com.

Change in Fair Value of Warrants. We had a gain from the change in fair value of the outstanding Series D warrants of US$72.9 million in 2008 and a loss of US$68.2 million in 2009. For a detailed explanation of the change in the fair value of warrants, see "—Critical Accounting Policies—Fair Value of Warrants."

***Exchange (Loss) Gain on Dual Currency Deposit*.** We had an exchange loss of US$12.9 million on dual currency deposit in 2008 and an exchange gain of US$1.7 million on dual currency deposit in 2009. The exchange loss in 2008 primarily related to dual currency deposits in U.S. dollars and Australian dollars and reflected the changes in the relative exchange rates between these currencies, and the exchange gain in 2009 related to dual currency deposits in U.S. dollars and Japanese yen and reflected the changes in the relative exchange rates between these currencies.

Income Tax Expense. Income tax expense was US$0.5 million in 2008 compared to an income tax benefit of US$31,000 in 2009. We had marginal income tax expenses because our major operating entities either were tax exempted or had provided full valuation allowances to operating losses.

Income (Loss) From Continuing Operations. Income (loss) from continuing operations decreased from net income of US$51.9 million in 2008 to a loss of US$68.3 million in 2009 due to the foregoing reasons, including the change in the fair value of the Series D warrants as a result of a change in value of the underlying shares.

Loss From Discontinued Operations. Loss from discontinued operations decreased from US$2.7 million in 2008 to US$2.5 million in 2009. The loss in 2009 was primarily due to US$1.7 million in losses incurred by Gummy Inc. and US$0.5 million in losses from the WVAS business previously operated by us. The loss in 2008 was primarily due to US$0.8 million of losses incurred by Mop.com and US$0.9 million of losses from the WVAS business.

Gain on Disposal of Discontinued Operations. We had a gain on disposal of discontinued operations of US$0.6 million in 2009, which related to the sale of part of our WVAS business.

Net Income (Loss). As a cumulative result of the foregoing, we had a net loss of US$70.1 million in 2009 as compared to net income of US$49.2 million in 2008.

Selected Quarterly Results of Operations

The following table sets forth our unaudited consolidated quarterly results of operations for each of the eight quarters in the period from January 1, 2009 to December 31, 2010. You should read the following table in conjunction with our consolidated financial statements and the related notes included elsewhere in this prospectus. We have prepared this unaudited consolidated quarterly financial data on the same basis as we have prepared our audited consolidated financial statements. The unaudited consolidated financial data includes all adjustments, consisting only of normal and recurring adjustments, that we consider necessary for a fair statement of our financial position and operating results for the quarters presented.

	Three months ended							
	March 31, 2009	June 30, 2009	September 30, 2009	December 31, 2009	March 31, 2010	June 30, 2010	September 30, 2010	December 31, 2010
	(in thousands of US$) (unaudited)							
Net revenues:								
Online advertising	$ 2,253	$ 4,231	$ 5,420	$ 6,504	$ 4,055	$ 8,708	$ 10,237	$ 9,003
IVAS								
Online games	3,027	5,040	7,244	8,254	8,224	8,671	8,899	8,619
Other IVAS	668	978	1,377	1,688	1,741	2,455	2,648	3,275
Subtotal	3,695	6,018	8,621	9,942	9,965	11,126	11,547	11,894
Total net revenues	5,948	10,249	14,041	16,446	14,020	19,834	21,784	20,897
Cost of revenues	1,884	2,285	2,951	3,259	3,558	4,714	4,130	4,222
Gross profit	4,064	7,964	11,090	13,187	10,462	15,120	17,654	16,675
Operating expenses:								
Selling and marketing	427	3,837	5,276	9,835	4,852	5,591	5,061	4,777
Research and development	1,955	2,654	3,237	5,091	4,690	5,827	6,088	7,094
General and administrative	2,043	1,493	1,017	1,957	1,677	1,432	2,663	1,739
Impairment of intangible assets	—	—	—	211	—	—	—	739
Total operating expenses	4,425	7,984	9,530	17,094	11,219	12,850	13,812	14,349
(Loss) gain from operations	(361)	(20)	1,560	(3,907)	(757)	2,270	3,842	2,326
Change in fair value of warrants	(15,682)	(2,136)	(44,446)	(5,920)	(10,512)	(28,720)	2,590	(37,722)
Exchange (loss) gain on dual currency deposit	—	—	1,775	(102)	326	1,476	1,707	272
Interest income	40	138	48	62	49	92	90	104
Realized gain on marketable securities	—	—	755	—	—	—	—	—
Gain on disposal of cost method investment	—	—	—	—	—	—	—	40
Income (loss) before provision for income tax and loss in equity method investment, net of income taxes	(16,003)	(2,018)	(40,308)	(9,867)	(10,894)	(24,882)	8,229	(34,980)
Income tax benefit (expense)	7	1	19	4	232	530	(175)	745
Income (loss) before loss in equity method investment, net of income taxes	(15,996)	(2,017)	(40,289)	(9,863)	(10,662)	(24,352)	8,054	(34,235)
Gain (loss) in equity method investment, net of income taxes	28	(14)	(14)	(102)	—	—	—	—
Income (loss) from continuing operations	$ (15,968)	$ (2,031)	$ (40,303)	$ (9,965)	$ (10,662)	$(24,352)	$ 8,054	$ (34,235)

	Three months ended							
	March 31, 2009	June 30, 2009	September 30, 2009	December 31, 2009	March 31, 2010	June 30, 2010	September 30, 2010	December 31, 2010
	(in thousands of US$)							
Discontinued operations:								
Loss from operation of discontinued operations, net to tax	$ (1,306)	$ (552)	$ 557	$ (1,180)	$ (1,413)	$ (1,161)	$ (761)	$ (966)
Gain on disposal of discontinued operations, net of tax	633	—	—	—	—	—	—	1,341
Loss on discontinued operations, net of tax	(673)	(552)	557	(1,180)	(1,413)	(1,161)	(761)	375
Net income (loss)	$ (16,641)	$ (2,583)	$ (39,746)	$ (11,145)	$ (12,075)	$(25,513)	$ 7,293	$ (33,860)
Non-GAAP financial measure[(1)]:								
Adjusted net income (loss)	$ 828	$ 622	$ 4,622	$ (3,080)	$ 645	$ 5,219	$ 6,317	$ 5,198

(1) See "—Non-GAAP Financial Measure"

We have generally experienced consistent growth in our quarterly net revenues for the eight quarters in the period from January 1, 2009 to December 31, 2010, although our net revenues were relatively lower in the first quarter of 2010 due to the seasonal fluctuation factor discussed below. The growth in our quarterly net revenues was attributable to increases in net revenues from our online advertising, as we continued to grow our user base and attract more advertisers, provide new and innovative advertising solutions and increase the average annual spending of our advertisers, as well as to increases in net revenues from our IVAS, a substantial majority of which were derived from online games.

Seasonal fluctuations and industry cyclicality have affected, and are likely to continue to affect, our online advertising services. We generally generate less revenues 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. 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. Our rapid growth has lessened the impact of the seasonal fluctuations and cyclicality. However, we expect that seasonal fluctuations and cyclicality will continue to cause our quarterly and annual operating results to fluctuate. See "Risk Factors—Risks Related to Our Business and Industry—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."

Other factors have caused, and in the future may cause, our quarterly results of operations to fluctuate. For example, for the eight quarters ended December 31, 2010, the major factor impacting our results of operations was the change in fair value of the then outstanding Series D warrants, which varied significantly from a loss of US$44.4 million in the third quarter of 2009 to a gain of US$2.6 million in the third quarter of 2010. All outstanding warrants to purchase Series D preferred shares were exercised in December 2010. The significant increase in selling and marketing expenses in the fourth quarter of 2009 was primarily due to a one-time, large-scale advertising campaign on television and other media in connection with the re-branding of "Xiaonei" to "Renren."

Non-GAAP Financial Measure

To supplement the income (loss) from continuing operations presented in accordance with U.S. GAAP, we use adjusted net income (loss) as a non-GAAP financial measure. We define adjusted net income (loss) as income (loss) from continuing operations excluding share-based compensation expenses, change in fair value of warrants, amortization of intangible assets and impairment of intangible assets. We present this non-GAAP financial measure because it is used by our management to evaluate our operating performance, in addition to income (loss) from continuing operations prepared in accordance with U.S. GAAP. We also believe it is useful supplemental information for investors and analysts to assess our operating performance without the effect of

non-cash share-based compensation expenses, change in fair value of warrants, amortization of intangible assets and impairment of intangible assets. Pursuant to U.S. GAAP, we recognized the change in fair value of the then outstanding Series D warrants in the statement of operations for the periods presented. All outstanding warrants to purchase Series D preferred shares were exercised in December 2010.

The use of adjusted net income (loss) has material limitations as an analytical tool. One of the limitations of using this non-GAAP financial measure is that it does not include share-based compensation expenses, which have been and will continue to be significant recurring factors in our business. In addition, although amortization is a non-cash charge, the assets being amortized often will have to be replaced in the future, and adjusted net income (loss) does not reflect any cash requirements for such replacements. Further, because adjusted net income (loss) is not calculated in the same manner by all companies, it may not be comparable to other similar titled measures used by other companies. In light of the foregoing limitations, you should not consider adjusted net income (loss) as a substitute for or superior to income (loss) from continuing operations prepared in accordance with U.S. GAAP. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

The following table sets forth the calculation of our adjusted net income (loss), which is determined by adding back to our income (loss) from continuing operations presented in accordance with U.S. GAAP (i) share-based compensation expenses, (ii) change in fair value of warrants, (iii) amortization of intangible assets and (iv) impairment of intangible assets.

	Year ended December 31,		
	2008	2009	2010
	(in thousands of US$)		
Net income/(loss) from continuing operations	$ 51,892	$ (68,267)	$ (61,195)
Add back: share-based compensation expenses	1,232	2,256	2,798
Add back: change in fair value of warrants	(72,875)	68,184	74,364
Add back: amortization of intangible assets	412	608	673
Add back: impairment of intangible assets	—	211	739
Adjusted net income/(loss)	$ (19,339)	$ 2,992	$ 17,379

	Three months ended							
	March 31, 2009	June 30, 2009	September 30, 2009	December 31, 2009	March 31, 2010	June 30, 2010	September 30, 2010	December 31, 2010
	(in thousands of US$)							
Net income (loss) from continuing operations	$ (15,968)	$ (2,031)	$ (40,303)	$ (9,965)	$ (10,662)	$ (24,352)	$ 8,054	$ (34,235)
Add back: Share-based compensation	971	370	322	593	641	684	677	796
Add back: Change in fair value of warrants	15,682	2,136	44,446	5,920	10,512	28,720	(2,590)	37,722
Add back: Amortization of intangible assets	143	147	157	161	154	167	176	176
Add back: Impairment of intangible assets	—	—	—	211	—	—	—	739
Adjusted net income (loss)	$ 828	$ 622	$ 4,622	$ (3,080)	$ 645	$ 5,219	$ 6,317	$ 5,198

Liquidity and Capital Resources

Cash Flows and Working Capital

To date, we have 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. We had a net increase in cash and cash equivalents of US$45.7 million in 2010, and as of December 31, 2010, we had US$136.1 million in cash and cash equivalents. We expect to require cash to fund our ongoing operational needs, particularly our bandwidth and co-location costs, salaries and benefits and potential acquisitions or strategic investments. Based on our existing cash balance and the historical pattern of our cash flows, we believe that our cash and the anticipated cash flow from operations will be sufficient to meet our anticipated cash needs for the next 12 months.

We intend to use a portion of the proceeds from this offering to further expand our operations and new services, but in the event that this offering is not completed, we plan to finance this expansion plan by using our current cash balance and cash generated from operating activities. We may, however, require additional cash due to changing business conditions or other future developments, including any investments or expansions we may decide to pursue. For additional information, see "Use of Proceeds" and "—Capital Expenditures."

Although we consolidate the results of Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi, our access to cash balances or future earnings of these entities is only through our contractual arrangements with Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi and their respective shareholders and subsidiaries. See "Corporate History and 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."

Our statement of cash flows does not separately present the cash flows for continuing operations and the cash flows from our discontinued operations, which consist of our WVAS business, Mop.com and Gummy Inc, other than the proceeds from the sale of the discontinued operations, which were separately reported in our statement of cash flow under the caption of "Proceeds from disposal of subsidiaries." For the year 2010, the aggregate net operating cash outflow from these discontinued operations was US$1.4 million. We do not expect that the absence of the discontinued operations will have a negative impact on our liquidity and capital resources in the future.

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

	Year ended December 31,		
	2008	2009	2010
	(in thousands of US$)		
Net cash (used in) provided by operating activities	$ (459)	$ 57	$ 17,288
Net cash used in investing activities	(31,524)	(16,698)	(4,265)
Net cash provided by financing activities	79,814	55,599	32,721
Net increase in cash and cash equivalents	47,831	38,958	45,744
Cash and cash equivalents at the beginning of the year	3,556	51,424	90,376
Effect of exchange rate changes	37	(6)	(57)
Cash and cash equivalents at the end of the year	$ 51,424	$ 90,376	$136,063

Operating Activities

Net cash used in or provided for by operating activities consisted primarily of our net income or loss as adjusted by change in fair value of warrants, depreciation of servers and other equipment and non-cash adjustments, such as exchange loss on dual currency deposit, 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.

Net cash provided by operating activities amounted to US$17.3 million in 2010. Our net cash provided by operating activities in 2010 reflected a net loss of US$64.2 million, adjusted by the reconciliation of non-cash items of US$79.4 million, which mainly included a change of fair value of warrants of US$74.4 million, depreciation and amortization of US$6.3 million, exchange gain on dual currency deposits of US$3.8 million and gain on disposal of discontinued operations of US$1.3 million. Additional factors affecting operating cash flow included an increase in prepaid expenses and other current assets of US$4.3 million, an increase in accounts payable of US$4.0 million and an increase in deferred revenue of US$2.3 million. The increase in our account payable, prepaid expenses and other current assets and deferred revenue was in line with our overall revenue growth and the expansion of our operations from 2009 to 2010. A primary factor affecting our operating cash flows is the timing of cash receipts from sales of our services. We observed overall improved trends from 2009 to 2010 in the aging of our accounts receivable. As of December 31, 2010, more than 98.1% of our accounts receivable were aged less than 180 days, which percentage was 80.5% as of December 31, 2009.

Net cash provided by operating activities amounted to approximately US$57,000 in 2009. Our net cash provided by operating activities in 2009 reflected a net loss of US$70.1 million, adjusted by the reconciliation of non-cash items of US$72.8 million, which mainly included change of fair value of warrants of US$68.2 million, depreciation and amortization of US$4.8 million and exchange gain on dual currency deposits of US$1.7 million. Additional factors affecting operating cash flow included an increase in accounts receivable of US$8.3 million primarily due to the significant increase in advertising revenues from 2008 to 2009, an increase in accrued expenses and other payables of US$7.1 million as a result of our overall increased operating costs and expenses, an increase in prepaid expenses and other current assets of US$4.2 million and an increase in deferred revenue of US$1.9 million. Contributing to our shift to positive cash flow from operating activities in 2009 from 2008 was a 238.7% increase in net revenues from US$13.8 million in 2008 to US$46.7 million in 2009.

Net cash used in operating activities amounted to US$0.5 million in 2008, primarily attributable to net income of US$49.2 million, adjusted for certain non-cash items such as a gain on fair value change of warrants of US$72.9 million, offset by an exchange loss on dual currency deposit of US$12.9 million and depreciation and amortization of US$3.1 million as well as the working capital account impact which mainly includes a decrease in prepaid expenses and other current assets of US$4.0 million. The exchange loss on dual currency deposits related to dual currency deposits in U.S. dollars and Australian dollars and reflected the changes in the relative exchange rates between these currencies.

Investing Activities

Net cash used in investing activities largely reflects our purchases and sales of short-term investments and capital expenditures.

Net cash used in investing activities amounted to US$4.3 million in 2010, primarily attributable to the investment in our network infrastructure and intangible assets in the amount of US$5.9 million to continue to support our business growth, offset in part by net proceeds of US$1.6 million received from the redemption of a short-term investment.

Net cash used in investing activities amounted to US$16.7 million in 2009, primarily attributable to the purchase of shares in publicly listed companies and purchases of computer servers.

Net cash used in investing activities amounted to US$31.5 million in 2008, primarily attributable to the purchase of shares in publicly listed companies and losses on dual currency deposits, as well as purchases of computer servers and certain game licenses.

Financing Activities

Net cash provided by financing activities amounted to US$32.7 million in 2010, primarily attributable to proceeds from the exercise of Series D warrants in July 2010 and subscription of our ordinary shares in the amount of US$87.8 million, partially offset by cash paid for repurchase of shares and other financing-related activities in the amount of US$55.1 million.

Net cash provided by financing activities amounted to US$55.6 million in 2009, primarily attributable to proceeds from the exercise of Series D warrants in the amount of US$80.4 million, partially offset by the repurchase of our Series A, B and C preferred shares in the aggregate amount of US$24.6 million.

Net cash provided by financing activities amounted to US$79.8 million in 2008, primarily attributable to the net proceeds from the issuance of our Series D preferred shares in the amount of US$127.2 million, partially offset by the repurchase of our Series C preferred shares in the amount of US$48.1 million.

Capital Expenditures

We made capital expenditures of US$6.2 million, US$10.1 million and US$5.9 million in 2008, 2009 and 2010, respectively. In the past, our capital expenditures were primarily used to purchase servers and other equipment for our business. We expect that our capital expenditures in 2011 will increase from 2010 as we purchase additional computers and servers and expand our network infrastructure to support the growth of our business.

Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2010:

	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[1]	9,016	9,006	10	—	—

(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 its servers at their internet data centers under non-cancelable agreements, which are treated as operating leases.

Holding Company Structure

We are a holding company with no material operations of our own. We conduct our operations primarily through our wholly owned subsidiary in China, Qianxiang Shiji, and our consolidated affiliated entities in China, Qianxiang Tiancheng, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi. Under PRC law, Qianxiang Shiji and each of our consolidated affiliated entities in China is required to set aside at least 10% of its after-tax profits each year, if any, to fund a statutory reserve until such reserve reaches 50% of its 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. Qianxiang Shiji is permitted to pay dividends to us only out of its retained earnings, if any, as determined in accordance with PRC accounting standards and regulations.

After Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi 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. After paying the withholding taxes applicable to Qianxiang Shiji's revenue and earnings, making appropriations for its statutory reserve requirement and retaining any profits from accumulated profits, the remaining net profits of Qianxiang Shiji would be available for distribution to its sole shareholder, CIAC, and from CIAC to us, although we have not, and do not have any present plan to make such distributions. As of December 31, 2010, the net assets of Qianxiang Shiji 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$29.8 million, and the net assets of Qianxiang Shiji and our consolidated affiliated entities which were unrestricted and thus available for distribution was in aggregate US$11.1 million. 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.

Off-Balance Sheet Commitments and Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. We have not entered into any derivative contracts that are indexed to our shares and classified as shareholder's equity or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or product development services with us.

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 consumer price index in China increased by 5.9% in 2008, fell by 0.7% in 2009 and increased by 3.3% in 2010. Although we have not in the past been materially affected by inflation since our inception, we can provide no assurance that we will not be affected in the future by higher rates of inflation in China.

Quantitative and Qualitative Disclosure about Market Risk

Foreign Exchange Risk

Substantially all of our revenues and expenses are denominated in RMB. We had an exchange loss of US$12.9 million on dual currency deposit in 2008, which primarily related to dual currency deposits in U.S. dollars and Australian dollars and reflected the changes in the relative exchange rates between these currencies. We had gains of US$1.7 million and US$3.8 million on dual currency deposit in 2009 and 2010, respectively, which primarily related to dual currency deposits in U.S. dollars and Japanese yen and reflected the changes in the relative exchange rates between these currencies. In addition, in January 2011 we received the Japanese yen equivalent of US$198.0 million following SOFTBANK CORP.'s exercise in full of all of their remaining warrants to purchase Series D preferred shares, all of which have been converted into U.S. dollars.

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 will be traded in U.S. dollars.

The value of the RMB against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in China's political and economic conditions. The conversion of RMB into foreign

currencies, including U.S. dollars, has been based on rates set by the PBOC. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the RMB to the U.S. dollar. Under the revised policy, the RMB is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. This change in policy resulted in a more than 20% appreciation of the RMB against the U.S. dollar in the following three years. Since July 2008, however, the RMB has traded within a narrow range against the U.S. dollar. As a consequence, the RMB has fluctuated significantly since July 2008 against other freely traded currencies, in tandem with the U.S. dollar. On June 20, 2010, the PBOC announced that the PRC government would further reform the Renminbi exchange rate regime and increase the flexibility of the exchange rate. It is difficult to predict how this new policy may impact the Renminbi exchange rate. To the extent that we need to convert U.S. dollars we receive from this offering into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert the RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have a negative effect on the U.S. dollar amounts available to us.

We estimate that we will receive net proceeds of approximately US$507.9 million from this offering and the concurrent private placements, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us, based on the initial offering price of US$10.00 per ADS (the midpoint of the range shown on the front cover page of this prospectus). Assuming that we convert the full amount of the net proceeds from this offering into RMB, a 10% appreciation of the RMB against the U.S. dollar, from a rate of RMB6.6000 to US$1.00 to a rate of RMB6.0000 to US$1.00, will result in a decrease of RMB304.7 million of the net proceeds from this offering. Conversely, a 10% depreciation of the RMB against the U.S. dollar, from a rate of RMB6.6000 to US$1.00 to a rate of RMB7.3333 to US$1.00, will result in an increase of RMB372.4 million of the net proceeds from this offering.

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. 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.

Recent Accounting Pronouncements

In September 2009, the FASB issued an authoritative pronouncement regarding the revenue arrangements with multiple deliverables. This pronouncement was issued in response to practice concerns related to the accounting for revenue arrangements with multiple deliverables under existing pronouncement. Although the new pronouncement retains the criteria from existing authoritative literature when delivered items in a multiple-deliverable arrangement should be considered separate units of accounting, it removes the previous separation criterion that objective and reliable evidence of the fair value of any undelivered items must exist for the delivered items to be considered a separate unit or separate units of accounting. The new pronouncement is effective for fiscal years beginning on or after June 15, 2010. Entities can elect to apply this pronouncement (1) prospectively to new or materially modified arrangements after the pronouncement's effective date or (2) retrospectively for all periods presented. Early application is permitted; however, if the entity elects prospective application and early adopts this pronouncement after its first interim reporting period, it must also do the following in the period of adoption: (1) retrospectively apply this pronouncement as of the beginning of that fiscal year and (2) disclose the effect of the retrospective adjustments on the prior interim periods' revenue, income before taxes, net income, and earnings per share. We are in the process of evaluating what effect the adoption of this pronouncement will have on our consolidated financial condition and results of operations.

In September 2009, the FASB issued an authoritative pronouncement regarding software revenue recognition. This new pronouncement amends existing pronouncement to exclude from their scope all tangible

products containing both software and non-software components that function together to deliver the product's essential functionality. That is, the entire product (including the software deliverables and non-software deliverables) would be outside the scope of software revenue recognition and would be accounted for under other accounting literature. The new pronouncement include factors the entities should consider when determining whether the software and non-software components function together to deliver the product's essential functionality and are thus outside the revised scope of the authoritative literature that governs software revenue recognition. The pronouncement is effective for fiscal years beginning on or after June 15, 2010. Entities can elect to apply this pronouncement (1) prospectively to new or materially modified arrangements after the pronouncement's effective date or (2) retrospectively for all periods presented. Early application is permitted; however, if the entity elects prospective application and early adopts this pronouncement after its first interim reporting period, it must also do the following in the period of adoption: (1) retrospectively apply this pronouncement as of the beginning of that fiscal year and (2) disclose the effect of the retrospective adjustments on the prior interim periods' revenue, income before taxes, net income, and earnings per share. We are in the process of evaluating what effect the adoption of this pronouncement will have on our consolidated financial condition and results of operations.

In January 2010, the FASB issued authoritative guidance to improve disclosures about fair value measurements. This guidance amends previous guidance on fair value measurements to add new requirements for disclosures about transfers into and out of Levels 1 and 2 and separate disclosures about purchases, sales, issuances, and settlements relating to Level 3 measurement on a gross basis rather than as a net basis as currently required. This guidance also clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure fair value. This guidance is effective for annual and interim periods beginning after December 15, 2009, except for the requirement to provide the Level 3 activities of purchases, sales, issuances, and settlements on a gross basis, which will be effective for annual and interim periods beginning after December 15, 2010. Early application is permitted and in the period of initial adoption, entities are not required to provide the amended disclosures for any previous periods presented for comparative purposes. We do not expect the adoption of this pronouncement will have a significant effect on our consolidated financial position or results of operations.

In April 2010, the FASB issued an authoritative pronouncement regarding the milestone method of revenue recognition. The scope of this pronouncement is limited to arrangements that include milestones relating to research or development deliverables. The pronouncement specifies guidance that must be met for a vendor to recognize consideration that is contingent upon achievement of a substantive milestone in its entirety in the period in which the milestone is achieved. The guidance applies to milestones in arrangements within the scope of this pronouncement regardless of whether the arrangement is determined to have single or multiple deliverables or units of accounting. The pronouncement will be effective for fiscal years, and interim periods within those years, beginning on or after June 15, 2010. Early application is permitted. Companies can apply this guidance prospectively to milestones achieved after adoption. However, retrospective application to all prior periods is also permitted. We are in the process of evaluating what effect the adoption of this pronouncement will have on our consolidated financial condition and results of operations.

In July 2010, the FASB issued an authoritative pronouncement on disclosure about the credit quality of financing receivables and the allowance for credit losses. The objective of this guidance is to provide financial statement users with greater transparency about an entity's allowance for credit losses and the credit quality of its financing receivables. The guidance requires an entity to provide disclosures on a disaggregated basis on two defined levels: (1) portfolio segment; and (2) class of financing receivable. The guidance includes additional disclosure requirements about financing receivables, including: (1) credit quality indicators of financing receivables at the end of the reporting period by class of financing receivables; (2) the aging of past due financing receivables at the end of the reporting period by class of financing receivables; and (3) the nature and extent of troubled debt restructurings that occurred during the period by class of financing receivables and their effect on the allowance for credit losses. For public entities, the disclosures as of the end of a reporting period are effective for interim and annual reporting periods ending on or after December 15, 2010. The disclosures about

activity that occurs during a reporting period are effective for interim and annual reporting periods beginning on or after December 15, 2010. In January 2011, the FASB issued another authoritative pronouncement, which temporarily defers the effective date for disclosures about troubled debt restructurings (TDRs) by creditors until it finalizes its project on determining what constitutes a TDR for a creditor. The deferral in this amendment is effective upon issuance. The deferred TDR disclosures were slated to be effective in the first quarter of 2011 for public companies with calendar year-ends. We are in the process of evaluating what effect the adoption of this pronouncement will have on our consolidated financial condition and results of operations.

In December 2010, the FASB issued an authoritative pronouncement on when to perform Step 2 of the goodwill impairment test for reporting units with zero or negative carrying amounts. The amendments in this update modify Step 1 so that for those reporting units, an entity is required to perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. In determining whether it is more likely than not that a goodwill impairment exists, an entity should consider whether there are any adverse qualitative factors indicating that an impairment may exist. The qualitative factors are consistent with existing guidance, which requires that goodwill of a reporting unit be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce that fair value of a reporting unit below its carrying amount. For public entities, the guidance is effective for impairment tests performed during entities' fiscal years (and interim periods within those years) that begin after December 15, 2010. Early adoption will not be permitted. We do not expect the adoption of this pronouncement will have a significant effect on our consolidated financial position or results of operations.

In December 2010, the FASB issued an authoritative pronouncement on disclosure of supplementary pro forma information for business combinations. The objective of this guidance is to address diversity in practice regarding the interpretation of the pro forma revenue and earnings disclosure requirements for business combinations. The amendments in this update specify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments also expand the supplemental pro forma disclosures to include a description of the nature and amount of material, non-recurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The amendments affect any public entity as defined by Topic 805 that enters into business combinations that are material on an individual or aggregate basis. The amendments will be effective for business combinations consummated in periods beginning after December 15, 2010, and should be applied prospectively as of the date of adoption. Early adoption is permitted. We do not expect the adoption of this pronouncement will have a significant effect on our consolidated financial position or results of operations.

INDUSTRY BACKGROUND

The evolution of internet technology has promoted the interactivity of web-delivered content, significantly enhancing the online experience for internet users. The internet has evolved from a channel where publishers post content for passive consumption into a dynamic arena where users have become creators of content. This evolution has allowed internet users to develop more engaging online relationships. Users increasingly have the ability to contribute to each other's internet experience by generating and sharing content both as individuals as well as collaboratively. We believe that this interactivity has enabled internet users today to be more closely connected.

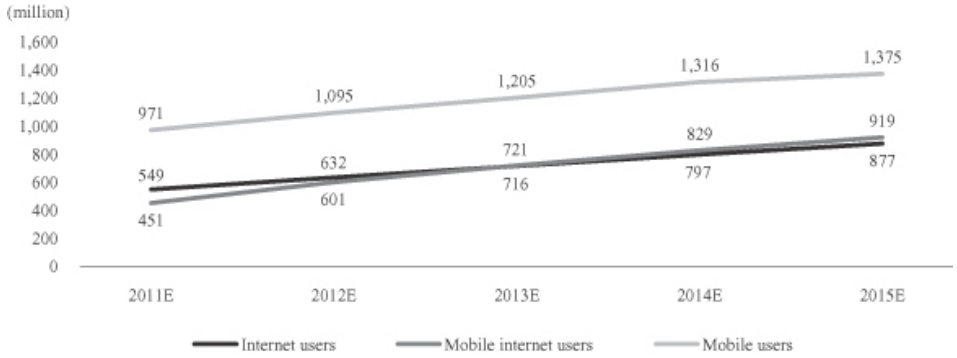
The Emergence of Social Networking Internet Services

Social networks, in particular, have become widely popular by allowing users to create personalized online profiles and connect with friends and other users through various online channels. By recreating real-life relationships, social networks allow users to expand their social circles beyond daily face-to-face interactions and activities. Users are now able to easily create and share information and content with their own networks of other users. We believe this advancement in user interactivity has made social networking one of the dominant forms of online media. By allowing users to navigate the vast amount of personal content available on the internet, social networks have fundamentally altered the way that users consume information and interact on the internet. Consumers are moving beyond the standardized media formats of content sites and portals and are instead using social media tools such as photo sharing, news feeds, blogs and micro-blogging to discover, share and consume personalized content. We believe that personal and professional social network communities increasingly help contribute to and define users' online experiences.

Drivers for Social Networking Internet Services in China

Internet Adoption. In China, the popularity of social networking is driven by a massive addressable user base and the growing availability of internet access across multiple platforms and devices. China already has the largest internet user and mobile user populations in the world, and is forecasted to continue growing rapidly. According to a report published in July 2010 by IDC, at the end of 2009, China's internet user population and mobile internet user population was higher than the internet user population and mobile internet user population in the United States. According to a January 2011 press release by the Ministry of Industry and Information Technology of China, at the end of 2010, China had 457 million internet users and 859 million mobile users, of which 303 million accessed the internet through their mobile devices. According to a report published in January 2011 by DCCI, between 2011 and 2015, mobile internet usage in China is projected to grow at a CAGR of 19.5% and exceed the 12.4% CAGR of traditional internet usage. Accordingly, it is expected that more people will access the internet through mobile devices than through personal computers in China by 2013. These user growth trends have given rise to social network platforms that combine both traditional internet and mobile internet channels to provide users with ubiquitous network access.

Number of End Users in China by Media Interface



Source: DCCI, January 2011

Demographics. China has a relatively young and active internet population, with 58.2% of internet users below the age of 30 and with students comprising 30.6% of the total user population, according to a report published in January 2011 by CNNIC, or the CNNIC 2011 Report. Users spent an average of 18.3 hours per week on the internet in 2010. We believe China's young and active online demographic is particularly interested in using social networks. As the internet population in China ages and increases in size, the spending power of internet users will continue to grow, providing further monetization opportunities for social networks.

Internet Usage Trends. In China, where traditional media channels remain fragmented and under-developed, online entertainment and online communities have gained wide popularity. According to the CNNIC 2011 Report, the most popular internet activities in China include searching for information, listening to music, reading news, instant messaging and playing games. Social networks combine a number of key functions within a single offering which satisfy popular entertainment and communication preferences of users. Much of the growth and popularity in social networking internet services in China has been driven by domestic companies. Leading international social networks have largely been unable to replicate their success in the China market so far due to language barriers, government restrictions and other business factors. This is similar to the trends seen in other internet verticals such as portals, search engines and e-commerce. The dominance of domestic social networking offerings in China is likely to continue due to brand awareness, existing user engagement, understanding of the local market and the high switching cost for users who populate their profiles with personal content. While social networking has already captured a considerable share of the time Chinese internet users spend online, there is still significant potential for future growth. According to data issued in July 2010 by comScore Media Metrix, 38.4% of internet users in China engaged in online social networking as of April 2010, compared to 69.8% globally and 81.4% in the United States. Internet users in China spent 7.8% of their online time on social networking sites, compared to 13.9% globally and 11.6% in the United States in April 2010.

Usage of Real Names. We believe that the rise of social networking in China has been the result of the continuous evolution of online entertainment. Early Chinese online communities, such as instant messaging platforms or online games, were based on anonymity, with users assuming aliases or virtual identities in their interactions with other users. However, we believe that as Chinese users have become more comfortable and trusting in their interactions over the internet, the real name model has become increasingly popular. We believe the use of real names enables more robust, engaging real-life interactions amongst users and has allowed trusted social networks to gain broad acceptance in China. Real names also facilitate the sharing of content within social networks as users are more likely to accept content provided by known friends. In addition, advertisers can target specific users with relevant advertising using real names rather than general mass market advertising.

Open Platforms. As social networks expand, providing new applications is vital to attracting new users and maintaining user engagement. Early social networks were closed communities where all applications were developed and controlled internally. By adopting an open platform strategy, certain social networks have allowed third-party developers to introduce new applications directly to users within the network. This open strategy greatly enhances the ability of social networks to offer a broad portfolio of applications to users. Third-party developers benefit through open platforms by gaining access to a large population of users to monetize their products. Popular social networks with open platforms can support synergistic "ecosystems" of partner companies which enhance the social network experience for users by providing the infrastructure for group applications such as social commerce and social gaming.

Mobile Social Networking. The increasing adoption of the mobile internet in China is driving a shift in social networking towards mobile devices. According to the CNNIC 2011 Report, 36.6% of mobile users in China used mobile devices to access social networks in 2010. This percentage is expected to grow in the future as users seek greater access to social networks from any location. Mobile technology will also provide opportunities to develop new services and applications such as location-based services which target users based on their physical location.

Monetization of Social Networking Internet Services

As the internet economy continues to evolve in China, new monetization models for social networks continue to emerge, driven by the growth of social networking users, the increasing propensity for social networking users to spend time online and the increasing adoption of the internet as a platform for commerce.

Online Advertising

As the scale of internet usage continues to grow in China, the internet is expected to surpass newspapers as the second largest advertising medium after television by 2011. The internet overcomes many limitations of traditional media advertising by enabling advertisers to target their desired audience based on the content being viewed using a wider range of advertising formats. The internet also permits advertisers to measure precisely the number of user views for an advertisement, providing more precise return metrics than traditional media such as television or print. As a result, advertisers are expected to allocate a greater percentage of their overall advertising budget to online media versus traditional media. According to a report published in October 2010 by ZenithOptimedia, it is estimated that internet advertising expenditures in China will increase to US$7.0 billion in 2012, representing an expected CAGR of 32.3% from 2009 to 2012. This will represent 23.2% of overall advertising spending in China in 2012, an increase from 15.2% in 2009. The following graph sets forth the share of advertising spending in China by medium in 2009 and 2012.

Share of Advertising Spending by Medium in China

Source: ZenithOptimedia, October 2010

Social network advertising in China represents a growing segment of online advertising expenditures, as the broad reach and high level of user engagement make social network communities an attractive audience for advertisers. Interactions among real name users, such as word-of-mouth product recommendations, have powerful implications for advertising campaigns. Brand advertisers are also developing innovative means to reach users through social networks, such as micro-communities, where users can interact directly in real-time with the profiles established by their favorite brands. Given the amount and the richness of personal data users share on the network, advertisers can also target their most desirable audience with effective advertising. According to a report dated June 9, 2010 by iResearch, social networking advertising is expected to grow from RMB760 million in 2009 to RMB4.6 billion in 2013, representing a CAGR of 56.6%. According to data issued in November 2010 by comScore Ad Metrix, the number of impressions generated from social network advertising in the United States grew from 61.3 billion in October 2009 to 146.2 billion in October 2010.

The mobile internet advertising sector is still in the early stages of development in China as business models for mobile internet develop. We believe that similar to internet advertising, the growth in mobile internet adoption will continue to drive advertising spending. Mobile advertising presents even greater targeting capabilities than internet advertising by providing direct access to users and the potential to effectively target users based on their physical location.

Internet Value-Added Services

Social networks provide a convenient online channel to distribute a broad range of services directly to users to enhance their social network experience. These services can be developed directly by the social network operator or by third-party developers for social networks that accommodate open programming interfaces. Such services can be offered for a fee to users, which generates revenues for social networks and developers. Examples of paid services include virtual gift items or profile enhancements such as greater online storage capacity for personal photos.

One of the most popular categories of online paid applications for users is online games. Prior to the emergence of social networks, large-scale online games supported distinct and unique communities of users.

Increasingly, online games are being incorporated into social networks as an integral part of a portfolio of interactive services for users. These games allow users to further interact by playing together online. In China, online games have gained widespread popularity, particularly massive multiplayer online games, or MMOGs. With the emergence of social networks, other forms of online games have gained popularity, such as web-based games that are typically simpler to play than MMOGs and are based on common community interests or functions. Advancements in technology have also led to the development of advanced 3D flash-based games which support vivid user interfaces.

In China, the monetization of all types of online games has largely been driven by the sale of virtual game items to be used within games. According to a report published in January 2010 by IDC, revenues from virtual item-based online games in 2008 was RMB14.0 billion, accounting for 76.2% of the total online gaming market. IDC also estimates that virtual item-based games will continue to grow and are expected to reach revenues of RMB36.4 billion in 2013, representing a 21% CAGR for 2008–2013. By 2013, virtual item-based games will account for 91.4% of the total online games market in China.

Social Commerce

A recent development in global e-commerce has been the emergence of social commerce, which leverages social network communities to generate localized demand for products and services. Social commerce services fill an advertising void by providing broad internet exposure for local, small, and niche businesses, which would otherwise have difficulty supporting large-scale advertising campaigns. In the social commerce model, a merchant posts a discount offer to a community of users and sets a minimum threshold of buyers that must enroll in the offer in order for the discount to be effective. The threshold motivates prospective buyers to generate publicity for a given deal using social networking tools. According to a report dated January 18, 2011 by China e-Business Research Center, over 1,800 social commerce service providers have emerged in China since 2009. China e-Business Research Center estimates that the total sales value of the social commerce industry in China reached RMB8.9 billion (US$1.3 billion) in 2010, and will increase to RMB24.0 billion (US$3.6 billion) in 2011, representing 170.9% year-over-year growth. The broad reach and high level of user engagement of social networks provides for inexpensive and rapid user publicity which enhances the return on investment of promotional offers. Merchants view the discounts provided as a cost of marketing that results in guaranteed customer spending and foot traffic. We believe that, as a result, many merchants find social commerce to be a more efficient use of their marketing budget than traditional methods, such as newspaper, radio or television advertisements.

BUSINESS

Overview

We operate the leading real name social networking internet platform in China as measured by total page views and total user time spent on social networking websites in February 2011, based on data issued in March 2011 by iResearch. Our platform enables our users to connect and communicate with each other, share information and user-generated content, play online games, listen to music, shop for deals and enjoy a wide range of other features and services. We had approximately 117 million activated users as of March 31, 2011. Our goal is to continue to lead and define the internet social networking industry in China. To achieve this goal, we are focused on providing a highly engaging and interactive SNS platform that promotes connectivity, communication and sharing among our users.

We believe our users are attracted to our large and highly engaged real name community, the broad range of rich communication features and functions on our real name SNS internet platform, our information and content-sharing features, and our offering of a variety of online games and other applications and services. Our platform includes renren.com, our main social networking website, game.renren.com, our online games center, nuomi.com, our social commerce website, and jingwei.com, our newly launched professional and business social networking service website. Our renren.com website is one of the largest social networking websites in China as measured by monthly unique visitors in February 2011, based on data issued in March 2011 by iResearch.

The quality of our user experience is reflected in the continued growth of our user base and their high level of engagement and interactivity on our platform. From January 2011 through March 2011, we added an average of approximately two million new activated users per month. Our users' high level of engagement with our platform is reflected in the amount of time our users spend on our platform, as well as their interactions through it. For example, from January 2011 through March 2011, our unique log-in users spent a monthly average of approximately seven hours on our platform, and our users collectively produced a daily average of approximately 40 million pieces of user-generated content, including approximately three million photos and 13 million status updates.

Our market leadership stems from our track record of innovation and our pioneering role in China's social networking service industry. We believe many features and functions that we introduced to the China market have improved the quality of our user experience and have subsequently become standard throughout the industry. For example, we believe renren.com was the first major social networking website in China to offer services like our Renren Open Platform program and Renren Connect program. Our Renren Open Platform program allows users to access high quality applications from third-party developers through our open application programming interface. Our Renren Connect program allows our users to sign in and share information and content from over 600 Renren Connect partner websites. In addition, in order to meet Chinese users' needs and preferences for instant notification and real time communication, we created our Renren Desktop client application, which we believe is unique among major global social networking websites. This application provides real time news feed updates while also facilitating instant messaging among our users.

We believe a key driver of our long-term success is the continued rapid introduction of new services and features that can leverage our existing platform and large user base. For example, the size of our existing renren.com user base allowed us to launch and quickly expand our social commerce services on nuomi.com, whose first offer in June 2010 resulted in purchases of over 150,000 pairs of movie tickets for a single movie theater complex in Beijing. Over 60% of nuomi.com's users are renren.com users. Nuomi.com became a leading social commerce website in China for 2010 according to a report published in January 2011 by China e-Business Research Center. More recently, we launched jingwei.com, a professional and business social networking service website, to further leverage our existing user base.

We currently generate revenues from online advertising and IVAS, which are comprised of online games and other IVAS. Our total net revenues increased from US$13.8 million in 2008 to US$46.7 million in 2009 and to US$76.5 million in 2010, representing a CAGR of 135.7% from 2008 to 2010. We had a net income from

continuing operations of US$51.9 million, a net loss from continuing operations of US$68.3 million and a net loss from continuing operations of US$61.2 million in 2008, 2009 and 2010, respectively. Our net income and net losses from our continuing operations reflect the aggregate impact of non-cash items relating to the change in fair value of our then outstanding Series D warrants, share-based compensation, amortization of intangible assets and impairment of intangible assets of US$71.2 million in income in 2008, US$71.3 million in expenses in 2009 and US$78.6 million in expenses in 2010. All outstanding warrants to purchase Series D preferred shares were exercised in December 2010.

Due to PRC legal restrictions on foreign ownership and investment in value-added telecommunications services and advertising businesses in China, we operate our business primarily through Qianxiang Tiancheng, which is our consolidated affiliated entity in China, and its subsidiaries. We do not hold any equity interest in Qianxiang Tiancheng or its subsidiaries. However, through a series of contractual arrangements with Qianxiang Tiancheng and its shareholders, we effectively control, and are able to derive substantially all of the economic benefits from, Qianxiang Tiancheng and its subsidiaries.

Our Strengths

We believe that the following strengths contribute to our success and differentiate us from our competitors:

Largest Real Name Social Networking Internet Platform in China

We operate the leading real name social networking internet platform in China as measured by total page views and total user time spent on social networking websites in February 2011. Based on data issued in March 2011 by iResearch, in February 2011, our monthly total page views were approximately 2.3 times those of our closest competitor. We believe the large size and deep interconnectivity of our user base form a barrier to entry and also allow us to quickly introduce multiple services to a large audience. As our platform is an extension of real-life relationships, it enables a more meaningful level of user engagement and interaction and enhances the value of our platform to all of the constituents of the Renren community, including users, advertisers, application developers and third-party websites. We grew our platform from a community of students at China's leading universities, and we believe that the substantial majority of college students in China today have a user account with us. We opened our platform to non-students in November 2007 and have since rapidly grown our user base by targeting young urban professionals and, more recently, high school students. We believe our main demographic focus on individuals who have received or are receiving higher education positions us well to target other demographic groups and also attract advertisers to our platform.

Integrated Platform Consisting of Multiple Services and Features

We have developed a highly integrated platform comprised of our robust social networking community and our market-leading online game and social commerce operations, and our online advertising services and functions. Because of the size of our user base and integrated nature of our platform, we are able to realize substantial benefits in developing and launching new services and features that both leverage our large user base and attract additional users to our platform. For example, we launched nuomi.com in June 2010 in Beijing and it quickly expanded to a total of 32 major cities and municipalities across China as of March 31, 2011. Additionally, our platform utilizes a common technology infrastructure to offer a consistent and high quality user experience across all applications offered through renren.com, which further accelerates the adoption of services among our user base. The comprehensive nature of our integrated platform allows us to engage our users in multiple ways, enabling us to deepen our relationship with our users and increase user loyalty.

Highly Engaged Users

As we have expanded the features, services and applications offered by our platform, we have become one of the most popular places on the internet where users interact with their friends, enjoy various types of entertainment, including online games, and share content, interests and updates on their lives. We are able to offer our users an increasingly rich experience by leveraging the information contained in each individual user's social graph, which is a user's network of relationships and interactions with other users. By growing the volume

of relationships and interactions within the Renren community, our platform creates stronger bonds between users and fosters significant loyalty to Renren, which ultimately enhances the value of our platform and increases switching costs.

Our users' high level of engagement with our platform is reflected in the amount of time our users spend on our platform, as well as their interactions through it. For example, from January 2011 through March 2011, our unique log-in users spent a monthly average of approximately seven hours on our platform, and our users collectively produced a daily average of approximately 40 million pieces of user-generated content, including approximately three million photos and 13 million status updates. We believe that the active sharing and creation of personal content and information elevates the switching costs for our users and creates a more engaged community.

Rapid Introduction of New Features and Services

We are highly focused on improving our user experience by introducing new, and improving existing, functions and features on our real name SNS internet platform. We believe our strong internal technical development capabilities and scalable technology architecture have allowed us to be an innovator in China's social networking industry. For example, we were the first in China to introduce chewen.com, a real name-based social Q&A service for automotive-related topics. We have also designed our platform to allow our users to access Renren anytime and from any internet-enabled device. In March 2011, our unique mobile log-in users represented approximately 30% of our total unique log-in users. In addition, we recently introduced Renren Check-In, which allows users to use their mobile devices to share their location information and check which friends are nearby, and Renren Like, which allows users to share third-party content with just one click. For our SNS platform and Renren Desktop application, we use proprietary algorithms to optimize the results shown in our users' individual news feeds and to improve the quality of users' social graphs. Our focus on innovation has allowed us to enhance our relationships with our users, third-party application developers, Renren Connect partner websites and advertisers, giving us a highly strategic and valuable position within the Chinese internet ecosystem.

Multiple Established Revenue Sources

We have a track record of leveraging our user base to generate revenues from multiple sources, including online advertising, IVAS such as online games and social commerce services, and other paid services and applications. We believe our user base forms an attractive target demographic for advertisers to whom we offer a broad range of online advertising formats, including our innovative "social ad," which allows advertisers to target users in a non-intrusive yet engaging manner based on users' self-expressed interests. We have a broad and diversified base of brand advertisers. In addition to online advertising, we generate revenues directly from our users by selling our IVAS and other paid services and applications using our virtual currency. We continue to introduce new value-added services such as nuomi.com, our social commerce website, which we launched in June 2010. We leveraged our existing user base to rapidly acquire new users for nuomi.com, which became a leading social commerce website in China for 2010, according to a report published in January 2011 by China e-Business Research Center.

Large Open Platform that Extends Our Reach

Our Renren Connect and Renren Open Platform programs enhance our user experience, extend the reach of our platform and enable Renren to become a central hub in China's dynamic internet ecosystem. We believe that through our Renren Open Platform program, we were the first internet platform in China to open our platform to third-party application developers through an open application programming interface, and currently offer approximately 1,000 applications from third-party developers that are integrated with our platform. We have a stringent process for approval and selection of these applications and generally focus on those applications that appeal most to our users. By offering a large number of quality third-party applications, we can increase user engagement and retention as well as grow our revenues.

Through our Renren Connect program, we allow our users to log on to third-party websites with their Renren identity. While logged in to our platform, users can connect with friends and post information and updates to their Renren profile from our Renren Connect partner websites, increasing the level of engagement for both Renren and our Renren Connect partner websites, which include docin.com, dianping.com and hudong.com. This extends our social graph beyond relationships between our users to include their relationships and interactions with websites and content outside of our own platform. By facilitating content finding and sharing among our users and increasing traffic for third-party websites, our Renren Connect program offers significant value to both our users and our Renren Connect partner websites.

Innovative and User-Oriented Culture

Our management team, particularly our founder, chairman and chief executive officer, Joseph Chen, and our executive director and chief operating officer, James Jian Liu, believe an innovative, user-centric and "geek" culture is key to our long-term success. In 1999, Mr. Chen co-founded ChinaRen, which was one of the first online college alumni clubs in the world and was later acquired by Sohu.com, a major internet portal in China. Mr. Liu has held management positions at innovators such as Fortinet and Siebel, and also co-founded UUMe.com, one of the earliest social networking service websites in China. We have leveraged a combination of internal training, incentives and events, such as our "Geek Conference," to develop a corporate culture focused on speed of innovation, research and development, and the pursuit of excellence. Our culture has been developed to deliver the best possible experience to our users.

Our Strategies

Our goal is to continue to lead and define the internet social networking industry in China. We plan to achieve our goal by implementing the following key strategies:

Focus on Long-Term Success

We have operated and intend to continue to operate our business with a long time horizon in mind. The Chinese internet sector is a rapidly evolving and highly competitive market. Since we began operations in 2002, we have been focused on innovating our business model and user experience by continuously introducing and experimenting with new ideas, big and small. We believe that our market position today is the result of our culture of innovation and our focus on long-term defensible success, rather than short-term gains. We believe that innovation represents both the single greatest opportunity and threat to our business and we therefore intend to invest in our greatest long-term assets, namely our people and our "geek" culture.

Continually Enhance Our User Experience and Engagement

Offering our users what they need, want or have interest in is critical to our long-term success and enables us to attract more users, expand our social graph and increase the time our users spend on our platform. We intend to offer an increasing number of our applications and services across a broader range of internet-enabled devices. We recently launched Renren Mini Group, which enables users to share content and opinions within small groups based on shared interests. To stimulate user engagement, we plan to introduce a number of vertical social content offerings that we believe will create a valuable source of user-generated content. We also intend to further expand the number of our Renren Connect website partners, the usage of our Renren Connect program and the level of user engagement within our platform.

Grow and Broaden Our User Base

We have substantial room to further increase our penetration rate among China's large and rapidly growing internet user base. We intend to further increase our penetration among China's young urban professionals, urban families, and middle school, high school and college students, who we believe are most likely to be attracted to our real name platform and will help us to attract an increasingly broad user demographic. We will continue to introduce features and functions to appeal to the various preferences among our different groups of users and prospective users. For example, we offer high school students more personalization features for their profile page

on our platform than we offer our other user groups. We have also successfully utilized targeted brand advertising campaigns to promote our platform with new user groups and will continue to selectively do so in the future.

Leverage Our Platform and Brand to Increase Monetization

We intend to continue to leverage our large and connected attractive user base and the integrated nature of our platform to generate additional revenues. We plan to grow our advertising revenues by expanding our direct sales force, educating advertisers on the merits of advertising on our platform, improving targeting features, introducing new advertising formats and increasing our advertising rates. For example, we recently introduced a self-service advertising solution that enables us to target small and medium-sized enterprises, which are typically represented by SME-focused advertising agencies. We also intend to extend our advertising solutions to include Renren Connect partner websites and generate revenues from mobile advertising by working with many of our existing advertising partners.

For our online games and other paid value added services, we intend to increase the number of paying users as well as increase revenues per user by introducing new applications and services as well as promoting them to our users. For example, we intend to launch nuomi.com in additional cities as well as invest in additional sales headcount and technology that will allow us to reach more merchants and offer more targeted deals to our loyal user base.

Grow Mobile Usage of Our Platform

Internet-enabled devices allow our users to access our platform anytime and in any place with a mobile internet connection. As a result our mobile platform has experienced rapid usage growth within the relatively short period since its launch. However, we believe there is substantial room for further growth as usage of mobile internet-enabled devices increases in China and network speed and quality improves. We intend to increase the installed base and usage of our mobile client applications by partnering directly with mobile carriers, handset manufacturers, third-party mobile application stores as well as promoting direct download of our client applications. In addition, we intend to introduce more mobile games and a mobile location-based version of nuomi.com, which in addition to increasing our mobile usage, also present opportunities to grow our revenues. We also recently introduced Renren Check-In, which allows users to share their location and post comments regarding venues.

Pursue Strategic Alliances and Partnerships

We intend to continue to grow our user base and improve our user experience by selectively partnering with, investing in or acquiring other companies that bring us complementary or new users, technologies or services. For example, a core part of our long-term strategy is to continue to grow the number of website partners and application developers participating in our Renren Connect and Renren Open Platform programs.

Our Platform for Users

We operate the leading real name social networking internet platform in China as measured by total page views and total user time spent on social networking websites in February 2011. Based on data issued in March 2011 by iResearch, in February 2011, our monthly total page views were approximately 2.3 times those of our closest competitor. As a pioneer in social networking in China, we have focused on providing a highly engaging and interactive platform that promotes connectivity, communication and sharing among our users using their actual identities as opposed to virtual identities. Our innovative internet platform enables our users to connect and communicate with each other, share information and user-generated content, play online games, listen to music, shop for deals and enjoy a wide range of other features and services.

Since our inception, our user base has grown rapidly. As of December 31, 2008, December 31, 2009 and December 31, 2010, the cumulative total of our activated users was approximately 33 million, 83 million and 110 million, respectively. As of March 31, 2011, we had approximately 117 million activated users. From January 2011 through March 2011, we added an average of approximately two million new activated users per month. In

December 2008, December 2009 and December 2010, the number of our monthly unique log-in users was approximately 17 million, 22 million and 24 million, respectively. In March 2011, we had approximately 31 million monthly unique log-in users. We believe our users are attracted to our large and highly engaged real name community, broad range of communication tools, information and content sharing features, online games and other applications as well as newly added services such as nuomi.com, which became a leading social commerce website in China for 2010, according to a report published in January 2011 by China e-Business Research Center.

Our platform creates a user experience that is an extension of real-life relationships, and we believe this type of interaction is the reason our users spent a monthly average of approximately seven hours using our platform from January 2011 through March 2011. During the same period, our users collectively produced a daily average of approximately 40 million pieces of user-generated content, including approximately three million photos and 13 million status updates. As of March 31, 2011, approximately 2.9 billion photos, 249 million blogs and 20.8 billion comments or reviews were available on our platform. We believe that we have already reached a critical mass in terms of our number of active users and the quality and quantity of connections and interactions among them on our platform, and that this critical mass would be difficult for a competitor in China to achieve in the presence of our already robust community. We also believe that the real name nature of our platform helps us retain users, because once a user has spent time on our platform establishing connections with friends and posting photos and other content, it is time-consuming to restart this process on another SNS site and would require such user's friends to migrate to the new site as well.

Our user base consists largely of Chinese college students, young urban professionals, and high school students. Our users are generally well-educated, and we believe our users include a substantial majority of all current college students and recent college graduates in China. We are currently striving to expand our user base among white-collar workers in their late 20s and early 30s as well as high school students.

Our SNS platform is accessible from internet-enabled devices, including PCs and mobile phones, 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 phone operating systems, including for the iPhone, Android and Symbian. The number of our unique mobile log-in users as a percentage of our total unique log-in users increased from 23.0% in March 2010 to 30.0% in March 2011, and the number of monthly unique smartphone users who accessed Renren's mobile applications was approximately 0.5 million, 1.4 million and 3.1 million in September 2010, December 2010 and March 2011, respectively. We have also developed Renren Check-In for mobile devices, which enables our users to share their location information with friends.

In order to protect our users and the real name nature of our platform, we have a team dedicated to identifying and deleting accounts that contain false information or that are used for inappropriate activities, such as spamming. We also encourage users to provide a real photo of themselves and other real information by awarding expanded platform privileges to them if they provide such information. In addition, the privacy of our users is of the utmost importance to us. Our privacy committee has introduced comprehensive policies for our platform and our third-party partners, and implemented detailed user-determined privacy settings. Our privacy policy calls for strict management and protection of information provided by users, and does not permit disclosure of users' personal information to unrelated third parties, except when users have consented to such disclosure through the privacy settings on their user accounts. Users can also see who has viewed their profiles.

Communication, Content Creation and Sharing

We help users communicate and stay connected with their friends, classmates, family members and co-workers. Users begin by creating a free account and a personal profile with their name, photos, information about schools and universities attended, employment information, current location, age, lists of interests and other personal data. After creating their initial profile, users can then search other users' profiles to find and establish connections with existing and old friends using our social network and find new friends to further develop their social graph. Our users can then easily communicate and connect with friends using many different tools and functions, including status updates, photo sharing and commenting, chatting, instant messaging, onsite email and mini-groups. In addition, functions such as our news feed, Renren Like and Renren Share as well as

our Renren Connect program make it easy for users to share status updates, blogs, photos and content that they recommend to friends.

By providing content and applications that are attractive to Chinese internet users, we have been able to strengthen our user base and increase user engagement and retention. Our key avenues for providing appealing applications and other content include the following:

- Content created by users—Users are interested in seeing and hearing about their friends' lives, activities and thoughts, which users can share with each other through status updates, blogs, photos and other content. Sharing and viewing each other's user-generated content helps friends stay in closer touch.
- Content shared among users—Third-party blogs, links, photos, video and other content are attractive to users when sent from or shared by their real world friends, as users trust their friends' recommendations and enjoy sharing thoughts and comments about the content they share. In this way, sharing and viewing third-party content also helps friends stay in closer touch. We offer a number of functions to help our users share third-party content easily. For example, users can share content from a third-party website, such as videos on youku.com, by clicking on "Renren Share" and then entering their Renren log-in information. Renren Like and our Renren Connect program also help users share third-party content.
- Renren Connect program—This program allows our users to log on to over 600 Renren Connect partner websites using their Renren identity. While logged in to our platform, users can connect with friends and post information and updates to their Renren profile, increasing the level of engagement for both Renren and our Renren Connect partner websites, which include docin.com, dianping.com, and hudong.com. This extends our social graph beyond relationships between our users to include their relationships and interactions with websites and content outside of our own platform. By facilitating content finding and sharing among our users and increasing traffic for third-party websites, our Renren Connect program offers significant value to both our users and our Renren Connect partner websites.
- Renren Open Platform program—We maintain one of the first and largest open application programming interface programs in China for the delivery and consumption of third-party applications. Since we launched our Renren Open Platform program in late 2008, we have received over 100,000 application submissions from third parties, and we have approved over 1,000 of these applications. Some of the most popular applications on our Renren Open Platform program include social games, such as Little War and Building One, as well as non-game applications, the most popular of which typically relate to lifestyle topics, daily horoscopes and personality tests. We review and approve third-party applications before making them available on our Renren Open Platform program. We also use a variety of algorithms to measure the popularity of applications among users that have tried them, and we make popular applications more prominent on our platform.

By rapidly introducing new services and features that appeal to our users, whether developed internally or by third parties, we are able to maintain and increase our number of active users and their level of engagement. Of the many services and features available to our users free of charge, some of our newest and/or most innovative include:

- Renren Desktop—This software, which can be downloaded by users, displays real time news feeds, notifications, reminders and other interactive content to users while they are logged on to our platform. Our news feeds provide users with updates and information that is likely to interest them, such as a friend's online actions or newly shared content. We believe that we are the only major SNS website in the world to offer all of these features in real time.
- Social Q&A—This function allows users to use the collective knowledge of friends and other users as a resource in making decisions about certain kinds of products and services. For example, we recently introduced chewen.com, which enables users considering an automobile purchase to share their interests, concerns and questions with their friends, and receive comments or other feedback from friends or other users. When users post questions or information, their friends can see these "actions" through the news feed function and can respond. Users can also choose to "follow" topics and people

so that they receive updates when content is posted by any user regarding a certain automobile model, a certain question about automobiles, or when content is posted by a certain expert.

- jingwei.com—We recently launched a professional and business social networking website.
- Renren Like—This function allows users to easily share interesting content with their friends. When a user clicks the "Like" button on one of our Renren Connect partner websites, a link appears in the user's friends' news feeds.
- Renren Check-in—This location-based service allows users to use their mobile devices to share their location information with friends, thereby increasing interactivity and opportunities for users to meet friends in their vicinity.
- Mini Group—This function allows users to share information, content and opinions within small groups that are formed based on shared interests.

We also develop new services and features to increase the size of our user base in other demographic groups for whom we aim to make our platform more attractive. For example, we have developed tools for users to decorate and customize their profile page on our platform, which is particularly appealing to high school students. In addition, we believe jingwei.com, our professional- and recruitment-focused social networking website, which helps users find jobs and professional contacts, and nuomi.com, our social commerce services, which helps users find good deals on quality products, services and events, are both strongly appealing to white-collar workers in their late 20s and early 30s.

Entertainment

Our platform offers music, online games and other entertainment features, which make the user experience more fun and enjoyable, encourage users to spend more time on our platform and increase user loyalty.

Online games

We operate one of the leading web-based game platforms in China and are one of the leading web-based game developers in China, based on data issued in October 2010 by iResearch for the third quarter of 2010. Web-based games are games that can be played directly from the user's internet browser without downloading additional software. We believe we developed and launched one of the first web-based role-playing games in the world, Pet Mop, in early 2007, which has won many awards, including China's Most Valuable Web Game in 2008. We subsequently developed, and launched in late 2008, one of the first web-based MMORPGs in the world, Tianshu Qitan. While our focus has been on web-based games, we also offer client-end games. Client-end games require users to install game software on their computers. We have offered 3D client-end games since 2008.

Games on our platform have a variety of themes, cultural characteristics and features that appeal to different segments of the game player community, including social games. Social games are developed to be enjoyed, shared and played among friends, are easier to play, and generally can be played to conclusion within a relatively short period of time. Renren Restaurant, which we developed internally, was the first 3D social game in China.

Our platform offers games that we develop internally, games licensed from third parties, and games developed by third parties that are made available through our Renren Open Platform program. We have strong internal technology and creative game design capabilities and, as one of the leading game platforms in China, we are able to closely monitor changing customer preferences and market trends in the online game market, which enables us to frequently and promptly introduce popular games. By offering games from third-party developers, we are able to enhance the portfolio of games available to users on our platform.

We use a virtual item-based revenue model for our games, under which players can play games for free, but they 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.

Our platform provides users with easy access to our games, and our social networking users form the majority of the user base for our games. In addition, access to web-based games, which require few steps to begin playing and are usually preferred by casual game players, is further simplified for users who are already logged on to our platform, as they do not need to log on to a separate game site in order to begin playing a game.

Music

According to the CNNIC 2011 Report, listening to music ranked as the second most popular online activity during 2010 among internet users surveyed in China. While logged in to our platform, users can listen to streamed music for free using our Renren Music function. Users can also create and share their own personal playlists and radio stations, discover new music by listening to songs that their friends frequently listen to or recommend, and receive news feeds showing the recent activities of friends on Renren Music and user-selected artists. We have entered into license agreements with mainstream Chinese and global music labels for the right to stream the music available on Renren Music. We are one of the few major SNS sites in the world to offer streaming music.

Other third party applications

Our Renren Open Platform program provides users access to high quality free applications, the most popular of which typically relate to lifestyles topics, daily horoscopes and personality tests.

Social Commerce Services

Our nuomi.com website offers localized social commerce services to individuals who have signed up for our Nuomi services, or Nuomi users, in specific locations or regions. Our social commerce offers are for high quality products, services and events offered by our merchant partners. Entertainment, dining, health and beauty products make up the majority of our social commerce deals. Nuomi users can access nuomi.com from internet-enabled devices, including PCs and mobile phones. We partner with merchants to make special offers through our website for products or services offered by the merchant. These special offers are contingent upon a minimum number of buyers subscribing for the offer.

We launched our social commerce services in June 2010 in Beijing and have since expanded rapidly to a total of 32 major cities and municipalities in China as of March 31, 2011. We intend to offer social commerce services in more cities in China in the near future. The daily deals usually offer significant discounts that Nuomi has negotiated with local merchants. A daily deal becomes “live” when enough Nuomi users sign up for the particular deal. The threshold participation requirement encourages Nuomi users to frequently participate and to ask friends to sign up for our Nuomi services and a particular daily deal, which increases both our Nuomi user base and the sales generated by the website. Nuomi users are also encouraged to sign up friends through referral credits awarded when they refer first-time Nuomi users who make a purchase within a specified period of time.

Our first social commerce deal, on June 23, 2010, offered a pair of movie tickets at 23% of face value for Jackie Chan Movie Theatres, a new, premium movie theater in Beijing. In one day, Nuomi users purchased over 150,000 pairs of movie tickets for Jackie Chan Movie Theatres.

As of September 30, 2010, December 31, 2010 and March 31, 2011, the aggregate number of our paying users was approximately 520,000, 700,000 and 1,342,000, respectively, and the number of our total units sold was approximately 0.8 million, 2.1 million and 4.7 million, respectively.

Our SNS platform provides users with easy access to our social commerce services, and provides our social commerce services a large user base with minimal customer acquisition costs. Additionally, our users share and communicate these deals with friends, causing the reach of the deals to expand rapidly through the internet.

Other Services

We monetize our platform and user base through VIP memberships and virtual gifts, in addition to online advertising and social commerce services. VIP memberships provide users with benefits such as larger size limits on photo albums and email inboxes and other additional features and benefits. Virtual gifts, such as cartoon images, flashes, birthday cards and gift cards containing our virtual currency, can be sent by users to friends. Some virtual gifts are free and others must be purchased.

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 through:

- Online sales—Users can purchase the virtual currency directly on the 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 and Yeepay, we provide high quality and reliable online payment services to users.
- Offline distribution—Users can purchase physical prepaid cards redeemable for our virtual currency from retail points across China, which primarily consist of news stands, convenience stores and internet cafés.

Some of our paid services, such as virtual in-game items for games, can also be purchased online directly without using our virtual currency.

Discontinued Services

We have discontinued a number of services that we previously offered.

WVAS. We provided wireless value-added services to mobile phone users, including a short messaging service, multimedia messaging service, wireless application protocol, coloring ring back tone and interactive voice response. In late 2008, due to regulatory changes to the WVAS operating environment in China, we decided to exit our WVAS services. We discontinued a majority of our WVAS services in 2009 and the remaining WVAS services in 2010.

Mop.com. We operated Mop.com, an internet community site for the China market, through contractual arrangements and an affiliated entity. Mop.com's site includes forums, news, entertainment, and some social networking features. Mop.com is different from renren.com in that it is not a real name platform and its users focus more on viewing content rather than interacting and sharing with friends. In order to focus on our SNS platform and social commerce services, we sold all of our equity interests in Mop.com in December 2010 to Oak Pacific Holdings, a company owned by some of our shareholders. See "Related Party Transactions—Disposal of Mop.com and Gummy Inc."

Gummy Inc. We operated www.gummy.jp, a social games platform for the Japanese market, through a wholly owned Japanese subsidiary, Gummy Inc. In order to focus on our SNS platform and social commerce services in China, we sold all of our equity interests in Gummy Inc. in December 2010 to Oak Pacific Holdings, a company owned by some of our shareholders. See "Related Party Transactions—Disposal of Mop.com and Gummy Inc."

Services for Advertisers

Leveraging our large and fast growing user base, the real name characteristics of our SNS platform and our advertising targeting capabilities, we serve an increasingly broad base of advertisers with a wide range of advertising formats and solutions.

Our Advertisers and Customers

Our online advertising serves a broad base of advertisers, including leading international companies, such as Coca-Cola and Nike, and leading companies in China, such as Meng Niu Dairy and China Merchants Bank, and we recently began serving small- and medium-sized enterprises. In 2008, 2009 and 2010, the number of our advertisers was 139, 224 and 248, respectively, and the average annual spending by our advertisers was approximately US$49,000, US$82,000 and US$129,000, respectively. Our advertisers operate in a variety of industries, including food and beverage, apparel and accessories, information technology hardware, personal care products, mobile phones, automobile manufacturing and consumer electronics. Our online advertising service team has direct contacts with our advertisers, a vast majority of whom purchase our online advertising services through third-party advertising agencies.

Our nuomi.com website serves local merchants or event organizers which typically have small advertising budgets and wish to target their advertisements to a limited geographic region.

Our online advertisers offer high quality products and services and hope to reach market influencing demographics with the ability and motivation to pay for these products and services. Some of our advertisers target current college students, which make up a large portion of our user base, because consumers' college years are an important time for establishing brand perceptions and preferences.

Online Advertising Services

We offer a broad range of advertising formats and solutions, including display advertising, social ads, promoted news feeds, fan or brand page advertising, in-game advertising and other formats such as sponsored online events and virtual gifts.

Our SNS platform has significant advantages due to our diverse and unique advertising formats and our targeting capabilities, which benefit from the real name nature of our SNS platform and the data we possess regarding users and their preferences. For display advertising, social ads and promoted news feed items, we have the capability to more efficiently target and reach users meeting certain geographic and demographic criteria, such as users with a certain educational background, a certain life stage (for example, students or white collar workers) and/or residence in a certain geographic region.

- Display advertisements—Our display advertisements are delivered alongside a web page primarily as graphical banners. Display advertisements 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 advertising 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.

- Social ads—Our social ads come in a variety of formats, including video advertisements, 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 do not employ flashing fields or pop-ups that cover large parts of the user's screen. Advertisers can pay for social ads based on the time period that the advertisement is displayed or the number of impressions delivered.
- Promoted news feeds—Our promoted news feeds display news, events and promotions regarding an advertiser or its brand to users who have agreed to accept content from the advertiser or brand, in the form of text, text plus graphic, or text plus user-initiated video in the users' news feed stream, which can be further shared among their friends. Advertisers can also select demographic and geographic criteria for their promoted news feeds.
- Fan or brand page advertising—Advertisers can create a page within our platform that users can choose to join. The page builds an advertiser's base of "fans," and the advertiser can use the page and its fan base as a long-term community where the advertiser can constantly communicate with, educate and engage its target consumers by publishing content in diverse formats, promoting new products, and holding online events to continue to grow the fan base.
- In-game advertising—Our platform offers social games that can be embedded with brand and product placements. If the storyline or message of certain content is relevant to a brand or product's marketing initiatives, a product placement can have strong branding and call-to-action effects on viewers and game players.
- Sponsored online events and virtual gifts—Other forms of advertisements include sponsored online events or gifts that allow advertisers to sponsor a particular area on our websites or particular virtual gifts.

The social attributes of our promoted news feeds, social ads and fan or brand pages allow advertisers to earn users' organic word-of-mouth impressions, clicks and engagement through users' further sharing and spreading of information among their friends.

Brand advertisers are increasingly seeking the ability to track and measure advertisement performance and their return on investment. We have invested in internal and external market research capabilities to strengthen our platform's ability to track and measure advertisement performance.

Social Commerce Services

Our social commerce services allow merchants to target a local market and benefit from word-of-mouth advertising through, for example, a user's news feed notifying a user when his or her friends sign up for a social commerce deal. In addition, users have an incentive to actively encourage their friends to join the social commerce deal in order to reach the threshold that will make the deal effective. If a deal were to fail to become "live" because the number of Nuomi users that signed up for the deal did not meet its threshold requirement, the offer would be retracted and the advertiser would incur no costs for the deal. However, to date we have never had a deal fail to meet its threshold requirement.

We receive commissions from merchant partners on the payments collected, although these commissions to date have been small due to the competition in the social commerce services market.

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. As social networking websites become increasingly popular and sought after by advertisers, we are able to 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. As a relatively young company in the online advertising sector, we also intend to leverage advertising agencies' existing client relationships and network resources to increase our sales and expand our advertiser base.

We rely primarily on our direct sales force for our social commerce services, which are directed at local merchants or event organizers seeking to target customers in a specific city or region. Advertising agencies in China currently do not generally cover social commerce services such as those offered by Nuomi.

In order to further promote our brand awareness among existing and potential customers of all types and to educate them about how they can more effectively and efficiently reach their targeted consumers through our SNS platform, 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, 2010, we had 222 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. As of December 31, 2010, we had 144 sales representatives and supporting personnel for our nuomi.com social commerce services. Our sales force for Nuomi is organized by the regions in which we offer social commerce services. The Nuomi sales team works directly with current and prospective customers to secure high quality social commerce deals for each day in each Nuomi location.

The compensation for our salespeople includes incentives based on the sales revenues they achieve. We provide regular in-house and external education and training to our sales team to help them provide current and prospective advertisers with comprehensive information about our services and the advantages of using our advertising solutions. Our performance-linked compensation structure and career-oriented training help motivate our salespeople.

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 and Nuomi brands. To date, user recognition of our Renren and Nuomi brands has primarily grown virally, and we have built our Renren brand, and especially our Nuomi brand, with only modest marketing and brand promotion expenditures.

To facilitate 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, making it difficult to replicate our success.

We have a marketing team that initiates various marketing activities. For example, we market our services through media partnerships, co-branding campaigns with multinational brands, sponsorship of cultural events such as music festivals, and our public relations team, which informs various news media when we launch new services or reach other milestones. In addition, in 2009, we significantly increased our marketing activities on a temporary basis in order to publicize our rebranding of "Xiaonei" to "Renren" through television advertisements and other advertising formats.

Technology and Infrastructure

We believe our technology and infrastructure are critical to delivering fast, reliable services to our users and advertisers.

Architecture

Our technology architecture has been designed for reliability, flexibility and scalability to support growth in our user base. We rely primarily on a network of over 5,500 self-owned servers, which are primarily located in Tianjin and Beijing, in facilities owned by major domestic internet data center providers. We also use content delivery network providers, but our self-owned servers form the core of our network, as they are better suited to the dynamic nature of our SNS platform.

Our data storage system allows for fast access to a large number of photos and other user-generated content even when there is heavy traffic accessing our website. We have built in a "load balancing" mechanism, which allows heavy traffic on our website to be redistributed to different servers based on the processing capability of each server to minimize our users' waiting time. Further, our file storage system is optimized to handle small files, fragmented small file retrieval and remote backup. The number of files in our data storage system grows at a rate of 10 to 20 million per day.

In order to improve the performance of web pages on our platform, we have developed a distributed memcaching and computation system based on Internet Communication Engine as the middle tier of the multi-tiered architecture of our renren.com website. Memcache is a memory caching system that is used to speed up dynamic database-driven websites, like renren.com, by caching data to reduce reading time. Memcache is our primary form of caching and it helps our database load to be processed more efficiently. Our caching system allows renren.com to access user data more quickly, as user data can be accessed from the cache based on a user's identity instead of from the database, which requires more time.

We use a number of measures to protect against failure and data loss, including synchronization between data centers at different geographic locations, regular off-line backup, permanent storage on hard disks, redundancy and load balancing.

We have teams of employees dedicated to systems analysis, network topology, and maintaining our servers at the internet data centers of our various providers and the connections among our servers.

Social graphs and targeted advertisements

Our targeted advertisement technology automatically matches advertisements with targeted users based on their demographic and geographic profiles. We are developing technology to automatically match our customers' advertisements with targeted users based on users' social graphs and their activities on our SNS platform.

We also use a number of algorithms to produce other results from the data available to us, such as automatic friend grouping and user clustering, and identifying news feeds that are likely to interest particular users.

Anti-spamming and other filtering systems

In order to identify spamming, pornography and otherwise prohibited content, we can process media in a variety of formats, including text and pictures, with algorithms such as Natural Language Processing, File Categorization, Optical Character Recognition and Graphical Pattern Recognition. We can then automatically remove from our platform content that we identify as spam, pornography or otherwise prohibited.

Research and Development

Our research and development efforts focus on developing and improving the scalability, features and functions of our platform. We believe research and development has been and will continue to be a key competitive advantage and driver of our long-term growth. We have a large team of experienced engineers and developers, which accounted for over 60% of our employees as of December 31, 2010. We hire our product engineering and development employees primarily from the best engineering and science universities in China. Substantially all of our engineers and developers are based at our headquarters in Beijing.

Our research and development personnel are divided into the following groups:

- our core platform technology and research group focuses on the evolution and optimization of core SNS related algorithms that increase efficiencies of communication, notification, and social interactions on Renren;
- our online game and social game group focuses on designing and developing innovative games that are suitable for distribution over our social networking platform;
- our user-generated content services group focuses on maintaining and developing new features relating to our core communication and user-generated content services, such as photos, status updates and sharing;
- our mobile service and technology group focuses on updating and developing new features for the WAP version of our service as well as our various mobile applications across multiple mobile phone operating systems such as iPhone, Android, and Symbian;
- our desktop group focuses on maintaining our Renren Desktop client application; and
- our advertising platform group focuses on developing ad-serving and ad-targeting technology to increase returns from our display and self-service advertising clients.

We take pride in our technology-focused corporate culture, particularly among our engineers and developers, and actively promote our culture for innovation and professionalism through initiatives such as our “Geek Conference” and other events. We believe our corporate culture is key to the speed and creativity of our innovation and the continual improvement in our functions and features.

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 renren” is a registered trademark in China. We have also applied to register additional trademarks and logos, including a new version of “人人 renren”, “糯米”, “车问”, “经纬” and “轻停”, with the Trademark Office of the SAIC in China. 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 domain names including renren.com, nuomi.com, xiaonei.com, jingwei.com and chewen.com. In addition, we maintain 25 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.

Competition

The internet industry in China is rapidly evolving and highly competitive. We face significant competition in almost every aspect of our business, particularly from companies that provide social networking, internet

communication, online games, search functions and/or other products and services, such as Tencent, Inc., kaixin001.com and SINA Corporation, and from social commerce service providers, such as meituan.com, lashou.com and dianping.com. 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 believe that PRC domestic social networking websites, including us, are likely to have a competitive advantage over international competitors entering the China market, as these companies, so far, are likely to lack operational infrastructure in China and content localization experience for the China market, and the websites of some global social networking service providers, such as Facebook, are currently not accessible in the PRC.

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. In social commerce services, we compete for merchant partners and deals primarily on the basis of effectiveness of services in generating sales, size and purchasing power of our user base, and the rate of commission for our services.

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.

Employees

We had 1,570 employees as of December 31, 2010, including 124 in management and administration, 409 in sales and marketing, 108 in operations and 929 in research and development. We have developed a strong corporate culture that encourages innovation, technical superiority and providing the best experience to our users and customers.

Facilities

Our principal executive offices are located on premises comprising 16,838 square meters in Beijing, China. We also have branches in Shanghai, Guangzhou and Wuhan, and representative offices for our social commerce services in seven additional cities and municipalities in China. 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 “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, substantially all of which are due to expire during 2011. 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.

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 “Risk Factors—Risks Relating to Our Business and Our Industry—We have been and may continue to be exposed 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 website users, which could materially and adversely affect our business and results of operations.” 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. In addition, it is possible that an unfavorable resolution of one or more legal or administrative proceedings, whether in the PRC or in another jurisdiction, could materially and adversely affect our financial position, results of operations or cash flows in a particular period or damage our reputation.

In 2009, kaixin001.com, one of our competitors, filed a lawsuit in the Beijing Second Intermediate People’s Court for unfair competition against our consolidated affiliated entities, including Qianxiang Wangjing for operating a website with the domain name kaixin.com. The remedies sought by kaixin001.com included (i) that we cease use of “ 开心网 ” (“kaixin wang”) and other similar Chinese names on our websites, (ii) that we cease use of the domain name kaixin.com, (iii) damages of RMB10 million (US$1.5 million), (iv) a public apology and (v) that we bear all associated litigation fees and costs.

Before a judgment on this case was rendered we had integrated our kaixin.com interface with our larger “renren.com” website and, as a result, our use of the domain name “kaixin.com” was no longer necessary for our operations. In October 2010, the Beijing Second Intermediate People’s Court rendered a judgment confirming that we are the legitimate owner of the kaixin.com domain name but ordering us to cease the use of “ 开心网” or any similar Chinese names for any social networking services we provide and pay damages of RMB400,000 (US$60,000) to kaixin001.com. Kaixin001.com appealed the ruling of the Beijing Second Intermediate People’s Court to the Beijing Higher People’s Court. On April 12, 2011, the Beijing Higher People’s Court announced its final judgment, which upheld the ruling by the Beijing Second Intermediate People’s Court. The written final judgment is expected to be issued on or around April 22, 2011.

REGULATION

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

Regulations on Value-Added Telecommunications Services

On September 25, 2000, the State Council promulgated the Telecommunications Regulations, or the Telecom Regulations. The Telecom Regulations draw a distinction between "basic telecommunication services" and "value-added telecommunication services." Internet content provision services, or ICP services, is a subcategory of value-added telecommunications services. Under the Telecom Regulations, commercial operators of value-added telecommunications services must first obtain an operating license from the MIIT or its provincial level counterparts.

On September 25, 2000, the State Council issued the Administrative Measures on Internet Information Services, or the Internet Measures, which in particular regulate ICP services. 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 November 2000, the MIIT promulgated the Administrative Measures on Internet Electronic Messaging Services, or the BBS Measures, which requires the operator to obtain a special BBS Permit from the local bureau of MIIT prior to engaging in BBS services. BBS services include electronic bulletin boards, electronic forums, message boards and chat rooms.

On December 26, 2001, the MIIT promulgated the Administrative Measures on Telecommunications Business Operating Licenses, or the Telecom License Measures. On March 5, 2009, the MIIT issued revised Telecom License Measures, which took effect on April 10, 2009. 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 information services operator providing value-added services in multiple provinces is required to obtain an inter-regional license, whereas an information services operator providing the same services in one province is required to obtain a local license.

On April 19, 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 PRC 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 and Beijing Nuomi hold ICP licenses. Moreover, Qianxiang Tiancheng, Qianxiang Wangjing and Beijing Nuomi all possess 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 telecommunications 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 their authorized local branches, and the relevant approval application process usually takes six to nine months. Due to the limitation of foreign investment in value-added telecommunications services companies that conduct online culture activities, we would be prohibited from

acquiring any equity interest in our PRC domestic companies without diverting management attention and resources. In addition, we believe that our contractual arrangements with our PRC domestic companies and their respective individual/entity shareholders provide us with sufficient and effective control over our PRC domestic companies. Accordingly, we currently do not plan to acquire any equity interest in our PRC domestic companies.

On July 13, 2006, the MIIT issued the Notice of the MIIT on Intensifying the Administration of Foreign Investment in Value-added Telecommunications Services, or the MIIT Notice. 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 PRC regulations, we operate our websites through our PRC domestic companies, i.e., Qianxiang Tiancheng, Qianxiang Wangjing and Beijing Nuomi. Qianxiang Tiancheng is currently 99% owned by Ms. Jing Yang and 1% owned by Mr. James Jian Liu, both of whom are PRC citizens. Qianxiang Tiancheng holds a value-added telecommunications business operating license, an ICP license and a BBS Permit. Qianxiang Wangjing and Beijing Nuomi are currently wholly owned by Qianxiang Tiancheng, and each holds an ICP license and a BBS Permit.

If, despite these precautions, the PRC government determines that we do not comply with applicable laws and regulations, it could revoke our business and operating licenses, require us to discontinue or restrict our operations, restrict our right to collect revenues, block our websites, require us to restructure our operations, including possibly the establishment or restructuring of a foreign-invested telecommunication enterprise, re-application for the necessary licenses, or relocation of our businesses, staff and assets, impose additional conditions or requirements with which we may not be able to comply, or take other regulatory or enforcement actions against us. See “Risk Factors—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.”

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 Internet Measures, 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 heretical teachings or feudal superstitions;
- 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.

To comply with these PRC laws and regulations, we have adopted internal procedures to monitor content displayed on our website, including a team of employees dedicated to screening and monitoring content uploaded on our website and removing inappropriate or infringing content. However, due to the large amount of user uploaded content, we may not be able to identify all videos, photos or other content that may violate relevant laws and regulations.

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 or impose penalties, including the revocation of our operating licenses or the suspension or shutdown of our online operations. In addition, the costs of compliance with these regulations may increase as the volume of content and users on our website increases. See "Risk Factors—Risks Related to Our Business and Industry—Content posted or displayed on our websites may be found objectionable by PRC regulatory authorities and may subject us to penalties and other administrative actions."

Regulations on Information Security and Censorship

Internet content in China is also regulated and restricted from a State security standpoint. The National People's Congress, China's national legislative body, enacted a law on December 28, 2000, as amended on August 28, 2009, that makes it unlawful to: (i) gain improper entry into a computer or system of strategic importance; (ii) disseminate politically disruptive information; (iii) leak State secrets; (iv) spread false commercial information; or (v) infringe intellectual property rights.

The Ministry of Public Security has promulgated measures on December 16, 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.

On December 13, 2005, the Ministry of Public Security promulgated Provisions on Technological Measures for Internet Security Protection, or the Internet Protection Measures. The Internet Protection Measures require all ICP operators to keep records of certain information about its 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 and censorship 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.

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.

As Qianxiang Tiancheng, Qianxiang Wangjing and Beijing Nuomi are all ICP operators, they are subject to the laws and regulations relating to information security. To comply with these laws and regulations, they have completed the mandatory security filing procedures with the 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.

If, despite the precautions, we fail to identify and prevent illegal or inappropriate content from being displayed on or through our websites, we may be subject to liability. 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 liability. 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 or impose penalties, including the revocation of our operating licenses or the suspension or shutdown of our online operations. In addition, the costs of compliance with these regulations may increase as the volume of content and users on our website increases. See "Risk Factors—Risks Related to Our Business and Industry—Content posted or displayed on our websites may be found objectionable by PRC regulatory authorities and may subject us to penalties and other administrative actions."

Regulations on Internet Privacy

The PRC Constitution states that PRC law protects the freedom and privacy of communications of citizens and prohibits infringement of such rights. 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 Internet Measures prohibit an ICP operator from insulting or slandering a third party or infringing the lawful rights and interests of a third party. Pursuant to the BBS Measures, 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.

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. However, due to the significant amount of content uploaded by users on a daily basis, we cannot ensure that no content uploaded by our users will infringe the privacy rights of any third party without receiving notice from such third party. If our ICP operators violate PRC laws in this regard, the MIIT or its local bureaus may impose penalties and the ICP operators may be

liable for damages caused to their users. See “Risk Factors—Risks Related to Our Business and Industry—Concerns about collection and use of personal data could damage our reputation and deter current and potential users from using our services.”

Regulations on Online Game Operations

Online Game Publishing and Operation

Online games 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.

On December 30, 1997, the GAPP issued the Rules for the Administration of Electronic Publications, or the Electronic Publication Rules. These rules were replaced by new Electronic Publication Rules promulgated on February 21, 2008, which took effect on April 15, 2008. The Electronic Publication Rules regulate the production, publishing and importation of electronic publications in the PRC and outline a licensing system for business operations involving electronic publishing. Under the Electronic Publication Rules and other regulations issued by the GAPP, online games are classified as a kind of electronic production and publishing of online games is required to be done by licensed electronic publishing entities with standard publication codes. Under the Electronic Publication Rules, if a PRC company is contractually authorized to publish foreign electronic publications, it must obtain the approval of, and register the copyright license contract with, the GAPP.

The GAPP and the MIIT jointly promulgated the Tentative Measures for Internet Publication Administration, or the Internet Publishing Rules, on June 27, 2002, which took effect on August 1, 2002 and imposed a license requirement for any company that intends to engage in internet publishing, defined as any act by an internet information service provider to select, edit and process content or programs and to make such content or programs publicly available on the internet. Since the provision of online games is deemed to be an internet publication activity, an online game operator needs to obtain an internet publishing license in order to directly make its online games publicly available in the PRC. We are in the process of applying for such license with the GAPP.

On February 17, 2011, the Ministry of Culture issued the Provisional Regulations for the Administration of Online Culture, which took effect on April 1, 2011, or the Online Culture Regulations. This regulation applies to entities engaging in activities related to “online cultural products,” including music and video files, network games, animation features and audiovisual products, performed plays and artwork converted for dissemination via the internet. Pursuant to these regulations, commercial entities are required to apply to the relevant local branch of the Ministry of Culture for an Online Culture Operating Permit if they engage in any of the following types of activities:

- the production, duplication, importation, publication or broadcasting of online cultural products;
- the dissemination of cultural products on the internet or transmission thereof to (i) client end devices such as computers, fixed-line or mobile phones, television sets or gaming consoles, and (ii) places offering internet access services such as internet cafes for the purpose of browsing, reading, using or downloading such products; or
- the exhibition or holding of contests related to online cultural products.

On July 1, 2009, the GAPP issued the Notice on Strengthening the Approval and Administration of Imported Online Games. Pursuant to this notice, GAPP is the only competent approval authority authorized by the State Council for imported online games authorized by offshore copyright owners. Any enterprise engaging in online game publication or operation within China must undergo examination and approval by the GAPP and obtain the relevant internet publication service license. Moreover, the showing, exhibiting, trading or promoting of offshore online games in China also must be examined and approved by the GAPP.

On September 7, 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.

On September 28, 2009, the GAPP, the National Copyright Administration, and the National Office of Combating Pornography and Illegal Publications jointly published the Further Strengthening of the Administration of Pre-examination and Approval of Online Games and the Examination and Approval of Imported Online Games, or the GAPP Notice. According to this notice, where new versions, expansion packs or new content shall be updated for online games that have been approved by the GAPP, the operating entity shall undertake the same examination and approval procedures with the GAPP as would be applicable to new content. The GAPP Notice further emphasizes the GAPP's examination and approval authority over online games, and defines online games as all "games interactively played via internet (including cable internet and wireless mobile telecommunication networks) or provided via the internet for downloading, including without limitation, MMORPGs, web-based games (web games), casual games, online downloads of offline games, games with networking functions, game platforms for online network play and mobile online games." Pursuant to the Internet Publishing Rules, the GAPP requires every entity wishing to operate online games to hold an Online Publishing Permit, which specifically authorizes the publishing of games on the internet.

On June 3, 2010, the Ministry of Culture issued the Interim Measures for Online Game Administration, or the Online Game Measures (effective on August 1, 2010). The Online Game Measures defines "Online games" as "game products and services composed of software programs and information databases, provided via the internet or mobile networks or other information networks."

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.

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. However, it is unclear whether the GAPP will deem our corporate structure and operations to be in violation of these provisions. If they are, our corporate structure and operations may be challenged by the GAPP. See "Risk Factors—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." If we are found to be in violation of any existing or future PRC laws or regulations, including the MIIT Notice and the GAPP Notice, the relevant regulatory authorities would have broad discretion in dealing with such a violation, including taking actions such as levying fines, confiscating our income, revoking Qianxiang Wangjing's business or operating licenses, requiring us to restructure the relevant ownership structure or operations or requiring us to discontinue all or any portion of our game operations. Any of these actions could cause significant disruption to our business operations.

Regulatory Developments Relating to Web-Based Games

We are both a game operator and a third-party platform provider and operate web-based games under two models:

- Self-developed games launched on our platform;
- Cooperation with third-party online game developers to launch their games on our platform. For this model, our standard cooperation contract makes us responsible for online game operation, while the developer must register any software copyrights and be responsible for game maintenance and customer service.

Prior to the promulgation of the GAPP Notice and the Online Game Measures, both the GAPP and the Ministry of Culture attempted to regulate the operation—and operators—of MMORPGs, and there was no specific regulation or policy that included web-based games as online games. However, due to the growing popularity of social and web-based games, these games are coming under increasing scrutiny with efforts being made to limit the role and impact of foreign companies in this sector. The GAPP and the Ministry of Culture have both indicated that social and web-based games should be regulated similarly to other online games. However, this principle has not been strictly enforced in respect of social and web-based games published through third-party platforms and SNS websites.

The Ministry of Culture issued an Online Culture Operating Permit to Qianxiang Wangjing in October 2009, authorizing it to operate online games. In addition, according to the Online Culture Regulations, domestically developed online games are required to be filed with the Ministry of Culture. Most major players in the online games industry typically publish their online games in cooperation with traditional publishing houses. This is known as the Traditional Publishing Entity, or TPE, Model, and is also acceptable to the GAPP in practice. In light of this continuing uncertainty, it has been reported that the GAPP is considering promulgating new regulations soon, which would seek to improve the administration of internet publishing activities by requiring all private entities engaging in such activities—including those already operating without an Internet Publishing Permit—to obtain one and thus be subject to the GAPP's monitoring and regulatory control.

To keep up with developments in the regulation of web-based games, we have already filed with the GAPP certain online games that we developed and the imported games available on our SNS website, and will continue such filings for these types of games. However, we cannot assure you as to whether our understanding of the applicability and scope of such filings is correct as the interpretation and enforcement of the applicable laws and regulations by the GAPP is still evolving, and are in the process of applying for an Internet Publishing Permit. We are among the first web-based game and social game applicants.

The consequences of operating a web-based game without the relevant approvals or filings remain uncertain. Moreover, due to the numerous web-based games launching on our platform, we cannot assure you that all such games have been or can be approved by the GAPP or provincial APPs prior to their launching, or have been or can be filed with the Ministry of Culture. Therefore, if we are found to be in violation of such approval and/or filing requirements, the GAPP, the Ministry of Culture or their respective local branches could impose penalties. See "Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—Changes in government policies or regulations may have material and adverse impact on our business, financial condition and results of operations."

Online Game Censorship and Imported Games

On May 14, 2004, the Ministry of Culture issued the Notice Regarding the Strengthening of Online Game Censorship. This notice mandates the establishment of a new committee under the Ministry of Culture that will screen the content of imported online games. In addition, all imported and domestic online games are required to be examined and filed with the Ministry of Culture.

On July 12, 2005, the Ministry of Culture and the MIIT promulgated the Opinions on the Development and Administration of Online Games, reflecting the government's intent to both foster and control the development of the online game industry in China. In addition, the Ministry of Culture will censor online games that "threaten state security," "disturb the social order," or contain "obscenity" or "violence."

On November 13, 2009, the Ministry of Culture issued its Notice Regarding Improving and Strengthening the Administration of Online Game Content (or the Online Game Content Notice). This notice calls for online game operators to improve and innovate their game models. Emphasis is placed specifically on the following: (1) mitigating the pre-eminence of the "upgrade by monster fighting" model, (2) imposing more severe restraints on the "player kill" model (i.e., where one player's character attempts to kill another player's character), (3) restricting in-game marriages among game players, and (4) improving the enforcement of the legal requirements for the registration of minors and gaming time-limits.

The Online Game Content Notice also requires online game operators to set up committees to carry out game content self-censorship. The person responsible for such self-censorship must receive training from the Ministry of Culture or its local department/counterpart. The Ministry of Culture also intends to introduce a training and evaluation system for the persons in charge of research and development and operations at online game companies. This system is expected to be launched within two years. In addition, the Ministry of Culture intends to formulate technical standards and norms for game development, in order to provide technological support for original domestic games. The development and operation of "thoughtful and educational" online games is also to be encouraged.

The Online Game Measures require that domestic online games must be filed with the Ministry of Culture within 30 days of their initial launch and in case of any substantial change (for example, any prominent modification to a game's storyline, language, tasks or trading system). The Online Game Measures also require that all imported online games be subject to content review prior to their launch.

Pursuant to the Online Culture Regulations, an Online Game Import Approval must be obtained from the GAPP before a game is launched in China. The GAPP handles applications for such approval through its provincial branches. The local provincial bureau of the GAPP will review an application and forward it to the GAPP for approval within 20 days of its own decision, together with a preliminary approval document. The Online Culture Regulations also require that imported online games be subject to content review and approval by the Ministry of Culture. On May 14, 2004, the Ministry of Culture issued the Notice Regarding the Strengthening of Online Game Censorship, or the Online Game Notice. This notice mandates the establishment of a new committee, called the "Committee for the Censorship of the Content of Imported Game Products," under the Ministry of Culture, which will be responsible for the censorship of politically sensitive content in imported online games. This committee will also be responsible for censoring games that "threaten national security," "disturb social order," "distort historical facts" or "infringe on third-party intellectual property rights."

To comply with these requirements, we carry out game content self-censorship. We have also filed with the Ministry of Culture and/or GAPP certain online games that we developed and those imported games available on our SNS website, and will continue to do so. See "Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—Changes in government policies or regulations may have material and adverse impact on our business, financial condition and results of operations."

Anti-Fatigue System and the Real Name Registration System

On April 15, 2007, the MIIT, the GAPP, the Ministry of Education and five other government authorities jointly issued the Notice on the Implementation of Online Game Anti-Fatigue System to Protect the Physical and Psychological Health of Minors, or the Anti-Fatigue Notice. Pursuant to the Anti-Fatigue Notice, online game operators are required to install an "anti-fatigue system" that discourages game players from playing games for more than five hours per day. Under the anti-fatigue system, three hours or less of continuous play by minors is considered to be "healthy," three to five hours to be "fatiguing," and five hours or more to be "unhealthy." Game

operators are required to reduce the value of in-game benefits to a game player by half if the player has reached the "fatiguing" level, and to zero for the "unhealthy" level.

To identify whether a game player is a minor and thus subject to the anti-fatigue system, a real name registration system also must be used. This requires online game players to register their identity and requires us to submit such identity information to the public security authorities for verification.

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 only 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. Furthermore, if these restrictions were expanded to apply to adult game players in the future, our online games business could be affected. See "Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—Our operations may be adversely affected by implementation of new anti-fatigue-related regulations."

Virtual Currency and Virtual Items

On February 15, 2007, the Ministry of Culture, the PBOC and other relevant government authorities jointly issued the Notice on the Reinforcement of the Administration of Internet Cafés and Online Games, or the Internet Cafés Notice. Under the Internet Cafés Notice, the PBOC is directed to strengthen the administration of virtual currency in online games to avoid any adverse impact on the real economic and financial systems. This notice provides that the total amount of virtual currency issued by online game operators and the amount purchased by individual users should be strictly limited, with a strict and clear division between virtual transactions and real e-commerce transactions. This notice also provides that virtual currency should only be used to purchase virtual items.

On June 4, 2009 the Ministry of Culture and the Ministry of Commerce jointly issued the Notice on the Strengthening of Administration on Online Game Virtual Currency, or the Virtual Currency Notice. Virtual currency is broadly defined in the Notice as a type of virtual exchange instrument issued by internet game operation enterprises, purchased directly or indirectly by the game user by exchanging legal currency at a certain exchange rate, saved outside the game programs, stored in servers provided by the internet game operation enterprises in electronic record format and represented by specific numeric units. Virtual currency is used to exchange internet game services provided by the issuing enterprise for a designated extent and time, and is represented by several forms, such as prepaid game cards, prepaid amounts or internet game points, and does not include game props obtained from playing online games. Notably, game props (i.e., virtual items or equipment used in a particular game), are explicitly excluded from the above definition. The Virtual Currency Notice specifically states that game props should not be confused with virtual currency and that the Ministry of Culture, jointly with other authorities, will issue separate rules to govern them.

On July 20, 2009, the Ministry of Culture promulgated the Filing Guidelines on Online Game Virtual Currency Issuing Enterprises and Online Game Virtual Currency Trading Enterprises, which specifically defines "issuing enterprise" and "trading enterprise" and stipulates that a single enterprise may not operate both types of business.

Further clarifying virtual currency operations, in the Online Game Measures, the Ministry of Culture establishes that the issuance of virtual currency falls within the scope of "online game operations" and those operators shall thus be subject to relevant Online Culture Operating Permit requirements.

In addition, 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. Issuers are prohibited from altering the unit purchase price of the virtual currency after filing, and must complete filing procedures with the Ministry of Culture or its local counterparts before issuing new types of virtual currency.

A stated objective of the Virtual Currency Notice is to limit the volume of virtual currency and thereby reduce concerns regarding its inflationary impact on the Renminbi. Other objectives are to restrict the liquidity of virtual currency, minimize links between virtual currency and government-issued legal tender, and mitigate any negative spillover effects from the virtual into the real world.

Pursuant to these goals, virtual currency may not be used to pay for any services outside of the currency-issuing game's realm. The Virtual Currency Notice prohibits online game operators from awarding game props or virtual currency through lucky draws or lotteries that require users to first contribute cash or virtual currency.

With respect to virtual items, although specific regulations have yet to be enacted, the Ministry of Culture and other government agencies have recently shown an increasing awareness of virtual items, officially called virtual property, as certain incidents have brought media scrutiny to this topic. It has recently been reported that digital theft—i.e., the theft of virtual property by hackers who then sell the same online—has become more common in China. Several courts have in fact issued judgments in cases involving digital theft, and have required online game companies to "return" stolen virtual property.

Qianxiang Wangjing possesses Online Culture Operating Permits with a business scope encompassing the "issuance of virtual currency." It also undertakes filing formalities with the Ministry of Culture prior to the issuance of virtual currency and conducts its business in compliance with the PRC law.

Regulations on Advertisements

The PRC government regulates advertising, including online advertising, principally through the SAIC, although there is no PRC law or regulation at the national level that specifically regulates the online advertising business. Prior to November 30, 2004, in order to conduct any advertising business, an enterprise was required to hold an operating license for advertising in addition to a relevant business license. On November 30, 2004, the SAIC issued the Administrative Rules for Advertising Operation Licenses, effective as of January 1, 2005, granting a general exemption to this requirement for most enterprises (other than radio stations, television stations, newspapers and magazines, non-corporate entities and entities specified in other regulations). Because Qianxiang Tiancheng, Qianxiang Wangjing and Beijing Nuomi qualify for the exemption noted above, they are not required to hold an advertising operation license.

Under the Rules for Administration of Foreign Invested Advertising Enterprises, which were jointly promulgated by the SAIC and the Ministry of Commerce on March 2, 2004 and amended on August 22, 2008, 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. Since we have not been involved in the advertising industry outside of China for the required number of years, we are not permitted to hold direct equity interests in PRC companies engaging in the advertising business. Therefore, we conduct our advertising business through consolidated affiliated entities in China, namely Qianxiang Tiancheng, Qianxiang Wangjing and Beijing Nuomi.

Advertisers, advertising operators and advertising distributors are required by PRC advertising laws and regulations to ensure that the content of the advertisements they produce 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 duly performed and that 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 circumstances involving serious violations, the SAIC or its local branches may order 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 liabilities if they infringe on the legal rights and interests of third parties. To comply with these laws and regulations, we include clauses in all of our advertising contracts requiring that all advertising content provided by advertisers must comply with relevant laws and regulations. Under PRC law, the advertising agencies are liable for all damages to us caused by their breach of such representations. Prior to website posting, our account execution personnel are required to review all advertising materials, including video commercials, flashes and pictures to ensure there is no violent, pornographic or any other improper content, and will request the advertiser to provide government approval if the advertisement is subject to special government review.

On July 8, 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 shall be approved by the competent food and drug administration, and drug advertisements shall be examined and approved by the competent food and drug administration as well. Qianxiang Wangjing obtained a permit from the Beijing Drug Administration on May 20, 2010. Before obtaining these permits, there were a small number of advertisements for non-prescription drugs shown on our website, which may not have been in compliance with the Administration Measures on Internet Drug Information Services and may subject us to administrative warnings, termination of any internet drug advertisements on our website and other penalties which are not clearly defined in the measures, although we have not been sanctioned by the relevant governmental authorities in the past. We are now qualified to post approved non-prescription drug advertisements on our website pursuant to the drug information permit, and we believe the risk of any penalties being imposed as a result of our past conduct is low.

On January 3, 2001, the Ministry of Health promulgated the Measures on the Administration of Internet Medical Care Information Services, or the Internet Medical Information Measures. The Internet Medical Information Measures require an ICP operator to obtain the approval from the Ministry of Health or its provincial counterpart for the provision of internet medical care information services. On May 1, 2009, the Ministry of Health promulgated the revised Internet Medical Information Measures, which became effective on July 1, 2009. The revised Internet Medical Information Measures require an ICP operator engaging in the provision of medical and health information to internet users (which, among others, includes the provision of such information through the health channel on the operator's website) to obtain a permit from the relevant provincial counterpart of the Ministry of Health. We are in the process of applying for an approval from the Beijing Municipal Health Bureau for the provision of internet medical care information services.

Regulations on Online Music

On November 20, 2006, the Ministry of Culture issued Several Suggestions of the Ministry of Culture on the Development and Administration of Internet Music, or the Suggestions, which became effective on that date. The Suggestions, among other things, reiterate 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. However, the laws and regulations on internet music products are still evolving, and there have not been any provisions stipulating whether or how music videos will be regulated by the Suggestions.

On August 18, 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. We are also assisting these entities with the filings and/or approvals required by Ministry of Culture regulations. 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 Broadcasting Audio/Video Programs through the Internet

On July 6, 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. The A/V Broadcasting 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.

On April 13, 2005, the State Council announced Several Decisions on Investment by Non-state-owned Companies in Culture-related Business in China. These decisions encourage and support non-state-owned companies to enter certain culture-related business in China, subject to restrictions and prohibitions for investment in audio/video broadcasting, website news and certain other businesses by non-state-owned companies. These decisions authorize the SARFT, the Ministry of Culture and the General Administration of Press and Publication to adopt detailed implementation rules according to these decisions.

On December 20, 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.

We do not provide any direct online video service or produce, disseminate or distribute video programs. However, we do allow our users to share on our sites user generated content that our users have uploaded on other online video sites as well as other third party content on such sites. No online video-related PRC regulations have clearly specified whether this type of practice would be subject to any licensing or permit requirements. If so, we may need to apply for a permit or license in the future. In addition, there is a risk that third parties may initiate intellectual property infringement claims for the videos shared on our platform.

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, and amended it in 1992, 2000 and 2008. The purpose of the Patent Law is to protect lawful interests of patent holders, encourage invention, foster applications of invention, enhance innovative capabilities and promote the development of science and technology. To be patentable, invention or utility models must meet three conditions: novelty, inventiveness and practical applicability. Patents cannot be granted for scientific discoveries, rules and methods for intellectual activities, methods used to diagnose or treat diseases, animal and plant breeds, substances obtained by means of nuclear transformation or a design which has major marking effect on the patterns or colors of graphic print products or a combination of both patterns and colors. The Patent Office under the State Intellectual Property Office is responsible for receiving, examining and approving patent applications. 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 and amended it in 2001 and 2010, respectively. The amended 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.

To address copyright issues relating to the internet, the PRC Supreme People's Court on December 19, 2000 adopted the Interpretations on Some Issues Concerning Applicable Laws for Trial of Disputes over Internet Copyright, or the Interpretations, which were subsequently amended on January 2, 2004 and November 22, 2006. The Interpretations establish joint liability for ICP operators if they participate in, assist in or incite infringing activities or fail to remove infringing content from their websites after knowing of the infringement of copyrights by internet users or receiving notice from the rights holder. In addition, ICP operators shall be liable for knowingly uploading, disseminating or providing any measures, facilities or materials intended to bypass circumvention technologies designed to protect copyrights. Upon request, the ICP operators must provide the rights holder with registration information of the alleged violator, provided that such rights holder has produced relevant identification, copyright certificate and evidence of infringement. A court shall not uphold the alleged infringer's claim against an ICP operator for breach of contract if the ICP operator removes the alleged infringing content after receiving the rights holder's notice accompanied with proper evidence.

To address the problem of copyright infringement related to the content posted or transmitted over the internet, the National Copyright Administration and the MIIT jointly promulgated the Measures for Administrative Protection of Copyright Related to Internet on April 29, 2005. This measure became effective on May 30, 2005.

This measure applies to situations where an ICP operator (i) allows another person to post or store any works, recordings or audio or video programs on the websites operated by such ICP operator, or (ii) provides links to, or search results for, the works, recordings or audio or video programs posted or transmitted by such person, without editing, revising or selecting the content of such material. Upon receipt of an infringement notice from a legitimate copyright holder, an ICP operator must take remedial actions immediately by removing or disabling access to the infringing content. If an ICP operator knowingly transmits infringing content or fails to take remedial actions after receipt of a notice of infringement harming public interest, the ICP operator could be subject to administrative penalties, including: cessation of infringement activities; confiscation by the authorities of all income derived from the infringing activities; and payment of a fine of up to three times the unlawful income or, in cases where the amount of unlawful income cannot be determined, a fine of up to RMB100,000. 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. Failure to comply with this requirement could result in an administrative warning and a fine of up to RMB30,000.

On May 18, 2006, the State Council promulgated the Protection of the Right of Communication through Information Networks, which became effective on July 1, 2006. Under this regulation, with respect to any information storage space, search or link services provided by an internet service provider, if the legitimate right owner believes that the works, performance or audio or video recordings pertaining to that service infringe his or her rights of communication, the right owner may give the internet service provider a written notice containing the relevant information along with preliminary materials proving that an infringement has occurred, and requesting that the internet service provider delete, or disconnect the links to, such works or recordings. The right owner will be responsible for the truthfulness of the content of the notice.

Upon receipt of the notice, the internet service provider must delete or disconnect the links to the infringing content immediately and forward the notice to the user that provided the infringing works or recordings. If the written notice cannot be sent to the user due to the unknown IP address, the contents of the notice shall be publicized via information networks. If the user believes that the subject works or recordings have not infringed others' rights, the user may submit to the internet service provider a written explanation with preliminary materials proving non-infringement, and a request for the restoration of the deleted works or recordings. The internet service provider should then immediately restore the deleted or disconnected content and forward the user's written statement to the right owner.

An internet service provider that provides information storage space to users through which users may provide works, performance or audio or video recordings to the public will be exempted from liability for compensation to rights owners where the following conditions apply (i) the internet service provider has clearly indicated that the information storage space is provided to users, and published the name, contact person and IP address of the network service provider; (ii) it has not altered the works or recordings provided by users; (iii) it did not know, or could not reasonably have been expected to know, that the content provided by users infringed other's rights; (iv) it has not received any direct financial gain from the users' provision of the content; and (v) it deletes the allegedly infringing content upon receiving written notice from the rights owners. An internet service provider that provides users with search or link services will be exempted from liability for compensation to rights owners if the internet service provider promptly disconnects the link to the infringing content after receiving the rights owner's notice. This exemption is not valid however if the internet service provider knew or should know that the linked content infringed another's rights; in that case, it will be jointly liable with the user who provided the content.

Since 2005, the National Copyright Administration, or the NCA, together with certain other PRC governmental authorities, have jointly launched annual campaigns specifically aimed to crack down on internet copyright infringement and piracy in China, which normally last for three to four months every year. According to the Notice of 2010 Campaign to Crack Down on Internet Infringement and Piracy promulgated by the NCA, the Ministry of Public Security and MIIT on July 19, 2010, one of the main targets, among others, of the 2010 campaign is internet audio and video programs. Since the 2010 campaign commenced in late July, the local branches of the NCA have been focusing on popular movies and television series, newly published books, online games and animation, music and software and illegal uploading or transmission of a third party's works without proper license or permission, sales of pirated audio/video and software through e-commerce platforms, providing search links, information storage, web hosting or internet access services for third parties engaging in copyright infringement or piracy and the infringement by use of mobile media. In serious cases, the operating permits of the websites engaging in illegal activities may be revoked, and such websites may be ordered to shut down.

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.

On December 26, 2009, the Standing Committee of the National People's Congress adopted the Torts Liability Law, which became effective on July 1, 2010. Under this new law, both internet users and internet service providers may be liable for the wrongful acts of users who infringe the lawful rights of other parties. If an internet user utilizes internet services to commit a tortious act, the party whose rights are infringed may request the internet service provider to take measures, such as removing or blocking the content, or disabling the links

thereto, to prevent or stop the infringement. If the internet service provider does not take necessary measures after receiving such notice, it shall be jointly liable for any further damages suffered by the rights holder. Furthermore, if an internet service provider fails to take necessary measures when it knows that an internet user utilizes its internet services to infringe the lawful rights and interests of other parties, it shall be jointly liable with the internet user for damages resulting from the infringement.

On October 27, 2000, the MIIT issued the Administrative Measures on Software Products, or the Software Measures, to strengthen the regulation of software products and to encourage the development of the PRC software industry. On March 1, 2009, the MIIT issued amended Software Measures, which became effective on April 10, 2009. The Software Measures 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. Registered software products may 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 order to further implement the Computer Software Protection Regulations promulgated by the State Council on December 20, 2001, the National Copyright Administration of the PRC issued Computer Software Copyright Registration Procedures on February 20, 2002, 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 25 computer software copyrights.

Trademark. The PRC Trademark Law, adopted in 1982 and revised in 1993 and 2001, protects registered trademarks. The Trademark Office under the SAIC handles trademark registrations and grants a term of ten years for registered trademarks. Trademark license agreements must be filed with the Trademark Office for record. " 人人 renren" is a registered trademark in China. We have also applied to register additional trademarks and logos, including a new version of " 人人 renren", " 糯米 ", " 车问 ", " 经纬 " and " 轻停 ", with the Trademark Office.

Domain Names. In September 2002, the CNNIC issued the Implementing Rules for Domain Name Registration setting forth detailed rules for registration of domain names. On November 5, 2004, the MIIT promulgated the Measures for Administration of Domain Names for the Chinese Internet, or the Domain Name Measures. The Domain Name Measures regulate the registration of domain names, such as the first tier domain name ".cn." In February 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, nuomi.com, xiaonei.com, jingwei.com and chewen.com.

Regulations on Tax

PRC Enterprise Income Tax

The PRC enterprise income tax is calculated based on the taxable income determined under the applicable EIT Law and its implementation rules. On March 16, 2007, the National People's Congress of China enacted the New EIT Law, which became effective on January 1, 2008. On December 6, 2007, the State Council promulgated the implementation rules to the New EIT Law, which also became effective on January 1, 2008. On December 26, 2007, the State Council issued the Notice on Implementation of Enterprise Income Tax Transition Preferential Policy under the PRC Enterprise Income Tax Law, or the Transition Preferential Policy Circular, which became effective simultaneously with the New EIT Law. The New EIT Law imposes a uniform enterprise income tax rate of 25% on all resident enterprises in China, including foreign-invested enterprises and domestic enterprises, unless they qualify for certain exceptions, and terminates most of the tax exemptions, reductions and preferential treatment available under the Old EIT Law and regulations. Under the New EIT Law and the

Transition Preferential Policy Circular, qualified enterprises established before March 16, 2007 that already enjoyed preferential tax treatment will continue to enjoy it (i) in the case of preferential tax rates, for a maximum of five years starting from January 1, 2008, and during the five-year period, the tax rate will gradually increase from their current preferential tax rate to 25%, or (ii) in the case of preferential tax exemption or reduction for a specified term, until the expiration of such term. For enterprises that are not profitable enough to enjoy the preferential tax exemption or reduction referred to in (ii) above, the preferential duration shall commence from 2008.

Prior to the effectiveness of the New EIT Law on January 1, 2008, domestic companies were generally subject to enterprise income tax at a statutory rate of 33%.

On March 31, 2009, Qianxiang Wangjing, one of our consolidated affiliate entities, was qualified as a "software enterprise" by the Beijing Science and Technology Commission. According to such qualification, Qianxiang Wangjing is eligible for certain preferential tax treatment, including a two-year exemption and three-year 50% reduction on its annual enterprise income tax starting from the first year when it generates profits.

If the tax benefits Qianxiang Wangjing enjoys as a "software enterprise" are revoked prior to expiration of its term, and we are otherwise unable to qualify Qianxiang Wangjing 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. See "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."

Uncertainties exist with respect to how the New EIT Law applies to our tax residency status. Under the New EIT Law, an enterprise established outside of the PRC with "de facto management bodies" within the PRC is considered a "resident enterprise," which means that it can be treated in a manner similar to a Chinese enterprise for enterprise income tax purposes, although the dividends paid to one resident enterprise from another may qualify as "tax-exempt income." Though the implementation rules of the New EIT Law 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," the only constructive guidance for this definition currently available is set forth in Circular 82 issued by the SAT, which provides guidance on the determination of the tax residency status of Chinese-controlled offshore incorporated enterprises, defined as an enterprise that is incorporated under the laws of a foreign country or territory and that has a PRC enterprise or enterprise group as its primary controlling shareholder. Although we do not have a PRC enterprise or enterprise group as our primary controlling shareholder and are therefore not a Chinese-controlled offshore incorporated enterprise within the meaning of SAT Circular 82, in the absence of guidance specifically applicable to us, we have applied the guidance set forth in SAT Circular 82 to evaluate the tax residency status of our legal entities organized outside the PRC.

According to SAT Circular 82, a Chinese-controlled offshore incorporated enterprise will be regarded as a PRC tax resident by virtue of having a "de facto management body" in China and will be subject to PRC enterprise income tax on its global income only if all of the following conditions set forth in SAT Circular 82 are met:

- the primary location of the day-to-day operational management is in the PRC;
- decisions relating to the enterprise's financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC;
- the enterprise's primary assets, accounting books and records, company seals, and board and shareholder resolutions are located or maintained in the PRC; and
- 50% or more of voting board members or senior executives habitually reside in the PRC.

We do not believe that either Renren Inc. or its Cayman Islands subsidiary, CIAC, meets all of the conditions above. Each of Renren Inc. and CIAC is a company incorporated outside the PRC. As holding companies, these two entities' key assets and records, including the resolutions of their respective boards of directors and the resolutions of their respective shareholders, are located and maintained outside the PRC. In addition, we are not aware of any offshore holding companies with a similar corporate structure as ours ever having been deemed a PRC "resident enterprise" by the PRC tax authorities. Therefore, we believe that neither Renren Inc. nor CIAC should be treated as a "resident enterprise" for PRC tax purposes if the criteria for "de facto management body" as set forth in the SAT Circular 82 were deemed applicable to us. However, as the tax residency status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term "de facto management body" as applicable to our offshore entities, we will continue to monitor our tax status.

Although we believe we are not a PRC resident enterprise for enterprise income tax purposes, substantial uncertainty exists. In the event that our company or our Cayman Islands subsidiary is considered to be a PRC resident enterprise, (1) our company or our Cayman Islands subsidiary would be subject to PRC enterprise income tax at the rate of 25% on worldwide income; and (2) dividend income that our company receives from our PRC subsidiary, however, would be exempt from the PRC withholding tax since such income is exempted under the New EIT Law for PRC resident enterprise recipients. See "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 New EIT Law, which would have a material adverse effect on our results of operations."

Under SAT Circular 698, if a non-resident enterprise transfers the equity interests of a PRC resident enterprise indirectly by disposition of the equity interests of an overseas holding company, or Indirect Transfer, and such overseas holding company is located in a tax jurisdiction that: (i) has an effective tax rate less than 12.5%, or (ii) does not tax foreign income of its residents, the non-resident enterprise, being the transferor, shall report to the PRC competent tax authority of the PRC resident enterprise this Indirect Transfer. Using a "substance over form" principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding, or deferring PRC tax. As a result, gains derived from such Indirect Transfer may be subject to PRC withholding tax at a rate of up to 10%. SAT Circular 698 also provides that, where a non-PRC resident enterprise transfers its equity interests in a PRC resident enterprise to its related parties at a price lower than the fair market value, the relevant tax authority has the power to make a reasonable adjustment to the taxable income of the transaction. SAT Circular 698 is retroactively effective as of January 1, 2008. There is uncertainty as to the application of SAT Circular 698. SAT Circular 698 may be determined by the tax authorities to be applicable to our private equity financing transactions where non-resident investors were involved, if any of such transactions were determined by the tax authorities to lack reasonable commercial purpose. As a result, we and our non-resident investors in such transactions may become at risk of being taxed under SAT Circular 698 and we may be required to expend valuable resources to comply with SAT Circular 698 or to establish that we should not be taxed under the general anti-avoidance rule of the New EIT Law, which may have a material adverse effect on our financial condition and results of operations or such non-resident investors' investments in us. See "Risk Factors—Risks Related to Doing Business in China—We face uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises by their non-PRC holding companies."

PRC Business Tax

Pursuant to applicable PRC tax regulations, any entity or individual conducting business in the service industry is generally required to pay a business tax at the rate of 5% on the revenues generated from providing such services. However, if the services provided are related to technology development and transfer, such business tax may be exempted subject to the approval of relevant tax authorities. In addition, WVAS business is subject to 3.3% business tax and surcharges pursuant to applicable PRC tax regulations.

Cultural Development Fee

According to applicable PRC tax regulations or rules, advertising service providers are generally required to pay a cultural development fee at the rate of 3% on the revenues (i) which are generated from providing advertising services and (ii) which are also subject to the business tax.

Dividends Withholding Tax

Under the Old EIT Law effective prior to January 1, 2008, dividends paid to foreign investors by foreign-invested enterprises, such as dividends paid to us by Qianxiang Shiji, our PRC subsidiary would be exempt from PRC withholding tax. We are a Cayman Islands holding company and substantially all of our income may come from dividends we receive from our subsidiary located in the PRC. Pursuant to the New EIT Law and its implementation rules, dividends generated after January 1, 2008 and distributed to us by Qianxiang Shiji are subject to withholding tax at a rate of 10%.

As uncertainties remain regarding the interpretation and implementation of the New EIT Law and its implementation rules, we cannot assure you that, if we are deemed 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. See "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 New EIT Law, which would have a material adverse effect on our results of operations."

Regulations on Foreign Exchange

Foreign exchange activities in China are primarily governed by the following regulations:

- Foreign Currency Administration Rules (2008), or the Exchange Rules; and
- Administration Rules of the Settlement, Sale and Payment of Foreign Exchange (1996), or the Administration Rules.

Under the Exchange Rules, 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, 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 expect to receive from this offering in the manner described in "Use of Proceeds," as an offshore holding company with a PRC subsidiary, we may (i) make additional capital contributions to our PRC subsidiary, (ii) establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, (iii) make loans to our PRC subsidiary 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.

On August 29, 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 No. 142. Pursuant to SAFE Circular No. 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, the 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 the 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 No. 142 could result in severe monetary fines or penalties. We expect that if we convert the net proceeds from this offering into RMB pursuant to SAFE Circular 142, our use of RMB funds will be within the approved business scope of our PRC subsidiary. 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 subsidiary. 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. We cannot assure you that we will be able to obtain these government registrations or approvals on a timely basis, if at all, with respect to our future plans to use the U.S. dollar proceeds we expect to receive from this offering for our expansion and operations in China. If we fail to receive such registrations or approvals, our ability to use the proceeds of this offering and to capitalize our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and ability to fund and expand our business. See "Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from using the proceeds of this offering to make loans to our PRC subsidiary and consolidated affiliated entities or to make additional capital contributions to our PRC subsidiary, which may materially and adversely affect our liquidity and our ability to fund and expand our business."

Regulations on Dividend Distribution

The principal regulations governing dividend distributions of wholly foreign-owned enterprises include:

- the Companies Law (2005);
- the Wholly Foreign-Owned Enterprise Law (2000); and
- the Wholly Foreign-Owned Enterprise Law Implementing Rules (2001).

Under these regulations, 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, 2010, the registered capital of our wholly foreign-owned subsidiary Qianxiang Shiji was US$27,150,000. 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, 2010, our PRC subsidiary had accumulated deficits of approximately US$25.8 million in accordance with PRC accounting standards and regulations.

Regulations on Offshore Investment by PRC Residents

Pursuant to SAFE's 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 in China as SAFE Circular No. 75, issued on October 21, 2005, (i) a PRC citizen residing in the PRC or non-PRC citizen primarily residing in the PRC due to his or her economic ties to the PRC, who is referred to as a PRC resident in SAFE Circular No. 75, shall register with the local branch of the SAFE before it establishes or controls an overseas special purpose company, for the purpose of overseas equity financing; (ii) when a PRC resident contributes the assets of or its equity interests in a domestic enterprise into an overseas special purpose company, or engages in overseas financing after contributing assets or equity interests into an special purpose company, such PRC resident shall register his or her interest in the special purpose company and the change thereof with the local branch of SAFE; and (iii) when the special purpose company undergoes a material event outside of China not involving inbound investments, such as change in share capital, creation of any security interests on its assets or merger or division, the PRC resident shall, within 30 days from the occurrence of such event, register such change with the local branch of SAFE. PRC residents who are shareholders of special purpose companies established before November 1, 2005 were required to register with the local branch of SAFE before March 31, 2006.

Under SAFE Circular No. 75, failure to comply with the registration procedures above may result in penalties, including imposition of restrictions on a PRC subsidiary's foreign exchange activities and its ability to distribute dividends to the overseas special purpose company.

To further clarify the implementation of SAFE Circular No. 75, SAFE issued Circular No. 106 on May 29, 2007. Under Circular No. 106, PRC subsidiaries of an offshore special purpose company are required to coordinate and supervise the filing of foreign exchange registrations by the offshore holding company's shareholders who are PRC residents in a timely manner. If these shareholders fail to comply, the PRC subsidiaries are required to report to the local branch of SAFE. If the PRC subsidiaries of the offshore parent company do not report to the local branch of SAFE, they may be prohibited from distributing their profits and proceeds from any reduction in capital, share transfer or liquidation to their offshore parent company and the offshore parent company may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Moreover, failure to comply with the above foreign exchange registration requirements could result in liabilities for such PRC subsidiaries under PRC laws for evasion of foreign exchange restrictions, including (i) requirements by SAFE to return the foreign exchange remitted overseas within a period specified by SAFE, with a fine of up to 30% of the total amount of foreign exchange remitted overseas and deemed evasive and (ii) in circumstances involving serious violations, a fine of no less than 30% of and up to the total amount of remitted foreign exchange deemed evasive. Furthermore, the persons-in-charge and other persons at such PRC subsidiaries who are held directly liable for the violations may be subject to administrative sanctions.

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. However, 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 or implemented by the relevant government authorities. We cannot predict how these regulations will affect our business operations or future strategy. See "Risk Factors—Risks Related to Doing Business in China—PRC regulations relating to the establishment of offshore holding companies by PRC residents may subject our PRC resident beneficial owners or our PRC subsidiary to liability or penalties, limit our ability to inject capital into our PRC subsidiary, limit our PRC subsidiary's ability to increase its registered capital or distribute profits to us, or may otherwise adversely affect us."

Regulations on Employee Stock Options Plans

In December 2006, the PBOC promulgated the Administrative Measures of Foreign Exchange Matters for Individuals, setting 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 January 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. On March 28, 2007, SAFE promulgated the Application Procedures of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Ownership Plans or Stock Option Plans of Overseas Listed Companies, or the Stock Option Rules. The purpose of the Stock Option Rules is to regulate the foreign exchange administration of PRC domestic individuals who participate in employee stock holding plans and share option plans of overseas listed companies.

According to the Stock Option Rules, if a PRC domestic individual participates in any employee stock ownership plan or share option plan of an overseas listed company, a PRC domestic qualified agent or the PRC subsidiary of such overseas listed company must, among other things, file, on behalf of such individual, 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 stock holding or share option exercises, as PRC domestic individuals may not directly use overseas funds to purchase shares or exercise share options. Concurrent with the filing of such application with SAFE or its local counterpart, the PRC domestic qualified agent or the PRC subsidiary shall obtain approval from SAFE or its local counterpart to open a special foreign exchange account at a PRC domestic bank to hold the funds required in connection with the stock purchase or option exercise, any returned principal or profits upon sales of shares, any dividends issued on the stock and any other income or expenditures approved by SAFE or its local counterpart. The PRC domestic qualified agent or the PRC subsidiary is also required to obtain approval from SAFE or its local counterpart to open an overseas special foreign exchange account at an overseas trust bank with custody qualifications to hold overseas funds used in connection with any shares purchase.

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.

Many issues with respect to the Stock Option Rules require further interpretation. We and our PRC employees who have participated in an employee stock ownership plan or share option plan will be subject to the Stock Option Rules when our company becomes an overseas listed company. If we or our PRC employees fail to comply with the Stock Option Rules, we and our PRC employees may face sanctions imposed by the PRC foreign exchange authority or any other PRC government authorities, including restriction on foreign currency conversions and additional capital contribution to our PRC subsidiary.

In addition, the SAT 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 subsidiary has 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. If our employees fail to pay and we fail to withhold their income taxes, we may face sanctions imposed by tax authorities or any other PRC government authorities. See "Risk Factors—Risks Related to Doing Business in China—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."

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. 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.

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.

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. If we are made subject to severe penalties or incur significant liabilities in connection with labor disputes or investigations, our business and results of operations may be adversely affected. See "Risk Factors—Risks Related to Doing Business in China—The enforcement of the Labor Contract Law and other labor-related regulations in the PRC may adversely affect our business and our results of operations."

Regulations on Overseas Listing

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, as amended on June 22, 2009. This rule requires that, if an overseas company established or controlled by PRC domestic companies or citizens intends to acquire equity interests or assets of any other PRC domestic company affiliated with the PRC domestic companies or citizens, such acquisition must be submitted to the Ministry of Commerce, rather than local regulators, for approval. In addition, this regulation requires that an overseas company controlled directly or indirectly by PRC companies or citizens and holding equity interests of PRC domestic companies needs to obtain the approval of the CSRC prior to listing its securities on an overseas stock exchange.

While the application of the M&A Rule remains unclear, based on their understanding of current PRC laws, regulations, and additional procedures announced on September 21, 2006, our PRC counsel, TransAsia Lawyers, has advised us that:

- the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours under this prospectus are subject to this regulation; and
- given that Qianxiang Shiji and Qianxiang Tiancheng were incorporated before September 8, 2006, the effective date of this regulation, and that no provision in this regulation clearly classified contractual arrangements as a type of transaction subject to its regulation, we are not required to submit an application to the CSRC for its approval of the listing and trading of our ADSs on the NYSE.

If, conversely, it is determined that CSRC approval is required for this offering, we may face sanctions by the CSRC or other PRC regulatory agencies for failure to seek CSRC approval for this offering. These sanctions may include fines and penalties on our operations in the PRC, delays or restrictions on the repatriation into the PRC of the proceeds from this offering, restrictions on or prohibition of the payments or remittance of dividends by our China subsidiary, or other actions that could have a material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable for us, to halt this offering before the settlement and delivery of the ADSs that we are offering. See "Risk Factors—Risks Related to Doing Business in China—The approval of the China Securities Regulatory Commission may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot assure you that we will be able to obtain such approval."

Regulations on Concentration in Merger and Acquisition Transactions

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 on August 3, 2008 are triggered.

Complying with these requirements could affect our ability to expand our business or maintain our market share. See "Risk Factors—Risks Related to Doing Business in China—Recently enacted regulations in the PRC may make it more difficult for us to pursue growth through acquisitions."

MANAGEMENT

Directors and Executive Officers

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

Directors and Executive Officers	Age	Position/Title
Joseph Chen	41	Chairman, Chief Executive Officer
James Jian Liu	38	Director, Chief Operating Officer
Katsumasa Niki	43	Director
David K. Chao	44	Independent Director
Matthew Nimetz	71	Independent Director
Ruigang Li	41	Independent Director Appointee(1)
Derek Palaschuk	47	Independent Director Appointee(1)
Hui Huang	38	Chief Financial Officer
Alvin Chiang	40	Chief Marketing Officer
Chuan He	31	Senior Vice President of Games
Derek Boyang Shen	37	Vice President of Nuomi

(1) Derek Palaschuk and Ruigang Li will become our independent directors upon the declaration of effectiveness of the registration statement of which this prospectus forms a part.

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 of Sohu.com after ChinaRen.com was acquired by Sohu 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. 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 group manager of the finance 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 SOFTBANK CORP. pursuant to an investors' rights agreement and voting agreement we entered into with our shareholders.

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, an early stage technology venture capital firm that manages over US$2 billion of fund assets. Prior to joining DCM, 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 portfolio companies. He 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. Mr. Chao was nominated to be our director by DCM pursuant to an investors' rights agreement and voting agreement we entered into with our shareholders.

Matthew Nimetz has served as a director of our company since December 2008. Mr. Nimetz currently serves as a managing director and the chief operating officer of General Atlantic, a leading global growth equity firm. 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; and as a law clerk to Justice John M. Harlan of the Supreme Court of the United States from 1965 to 1967. In addition, Mr. Nimetz served as a Commissioner of the Port Authority of New York and New Jersey from 1975 to 1977, and as Chairman of the United Nations Development Corporation (a New York City public corporation) as an appointee of Mayors Koch and Dinkins from 1986 to 1994. He served in 1974 as executive director of New York Governor-elect Hugh Carey's transition. 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. Mr. Nimetz was nominated to be our director by General Atlantic pursuant to an investors' rights agreement and voting agreement we entered into with our shareholders.

Mr. Ruigang Li will serve as our independent director upon the SEC's declaration of effectiveness of our registration statement, of which this prospectus is a part. Mr. Li has served as the president of Shanghai Media Group since 2002. He has served as the chairman of the board of directors of China Media Capital since 2009, of which Shanghai Media Group is one of the principal founding partners. Mr. Li has also served as a non-executive director of WPP plc, a NASDAQ and London Stock Exchange-listed company, since 2010. Mr. Li holds a master's degree in journalism from Fudan University in China, and was a visiting scholar at Columbia University from 2001 to 2002.

Mr. Derek Palaschuk will serve as our independent director upon the SEC's declaration of effectiveness of our registration statement, of which this prospectus is a part. Mr. Palaschuk has served as the chief financial officer of Longtop Financial Technologies Limited, a China-based NYSE-listed company, since September 2006. Prior to this, Mr. Palaschuk served as chief financial officer of eLong Inc., a China-based NASDAQ-listed company, from April 2004 to July 2006. Prior to joining eLong Inc., Mr. Palaschuk worked at Sohu.com, a China-based NASDAQ-listed company, from July 2000 to March 2004 in various financial positions including chief financial officer. Mr. Palaschuk also worked as an audit manager with PricewaterhouseCoopers in Hong Kong and Beijing. Mr. Palaschuk holds a bachelor's degree in accounting from the University of Saskatchewan and an LLB degree from the University of British Columbia in Canada. He is also a Canadian Chartered Accountant.

Hui Huang has served as the chief financial officer of our company since March 2010. From 2007 to February 2010, Ms. Huang was the chief financial officer 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.

Alvin Chiang has served as our company's chief marketing officer in charge of our sales and marketing since December 2008. Prior to joining our company in November 2008, Mr. Chiang served as vice president of Alibaba Group from 2007 to 2008, vice president of sales at NetEase from 2004 to 2007. Prior to that, he served at various positions at Yahoo Inc. in Taiwan from 2000 to 2004. Prior to that, he worked at Acer Internet Service and an advertising agency in Taiwan. Mr. Chiang received a bachelor's degree in management science from National Chiao Tung University in 1992.

Chuan He is a senior vice president of our company in charge of our games business. Prior to joining our company in 2005, he worked at Tsinghua Unisplendor Corporation. Mr. He received a Ph.D. degree in computer science from Tsinghua University in 2006.

Derek Boyang Shen has served as vice president of our company in charge of nuomi.com since March 2010. Prior to joining our company, Mr. Shen served at various positions of Google Inc. from 2005 to 2010, including, among others, software engineer, engineer manager, strategic partner development and head of China business development. Mr. Shen received a bachelor's degree in environmental chemistry as well as management from Nankai University in 1996, and received a master's degree in computer science from the University of California, Los Angeles in 2000.

Board of Directors

Our board of directors currently consists of five directors and will consist of seven directors upon the effectiveness of the registration statement of which this prospectus is a part. 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 the date of this prospectus, 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.

Committees of the Board of Directors

Upon the completion of this offering, we will establish three committees under the board of directors: the audit committee, the compensation committee and the corporate governance and nominating committee. We will adopt a charter for each of these committees. Each committee's members and functions will be as follows.

Audit Committee. Our audit committee will consist of Messrs. Derek Palaschuk, Matthew Nimetz and Katsumasa Niki. Mr. Palaschuk is the chairman of our audit committee. Messrs. Palaschuk and Nimetz satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE and Rule 10A-3 under the Securities Exchange Act of 1934. The audit committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee will be 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 all proposed related party transactions, as defined in Item 404 of Regulation S-K under the Securities Act;
- 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 will consist of Messrs. Matthew Nimetz and David Chao. Mr. Nimetz will be 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 will assist 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 will be prohibited from attending any committee meeting during which his compensation is deliberated. The compensation committee will be 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 will consist of Messrs. David Chao, Katsumasa Niki and Ruigang Li, and will be chaired by Mr. Chao. Mr. Chao and Mr. Li satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE. The corporate governance and nominating committee will assist 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 will be 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.

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 memorandum and articles of association. A shareholder has the right to seek damages if a duty owed by our directors is breached.

Terms of Directors and Officers

Our officers are elected by and serve at the discretion of the board of directors. Our directors are not subject to a 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.

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.

Compensation of Directors and Executive Officers

For the year ended December 31, 2010, we paid an aggregate of approximately RMB2.1 million (US$0.3 million) in cash to our executive officers, and we did not pay any such compensation to our non-executive directors. Our PRC subsidiary is 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 2010, our PRC subsidiary accrued in aggregate RMB0.2 million (US$32,380) worth of such benefits for our executive officers.

Equity Incentive Plans

Since February 27, 2006, we have adopted four equity incentive plans to motivate, retain and attract the best personnel and promote the success of our business. Specifically, we adopted the 2006 Equity Incentive Plan, or the 2006 Plan, on February 27, 2006; the 2008 Equity Incentive Plan, or the 2008 Plan, on January 31, 2008; the 2009 Equity Incentive Plan, or the 2009 Plan, on October 15, 2009; and the 2011 Share Incentive Plan, or the 2011 Plan, on April 14, 2011. We refer to these four incentive plans collectively as the Plans. Our board of directors authorized the issuance and reservation of up to 97,430,220 ordinary shares under the 2006 Plan, 30,529,630 ordinary shares under the 2008 Plan, 40,000,000 ordinary shares under the 2009 Plan, and 65,014,158 ordinary shares under the 2011 Plan. As of the date of this prospectus, options to purchase 17,894,030, 6,740,130, 23,703,130 and nil ordinary shares were outstanding under the 2006 Plan, 2008 Plan, 2009 Plan and 2011 Plan, respectively.

The following table summarizes the share options granted to certain of our directors, executive officers and other individuals under the Plans that were outstanding as of the date of this prospectus:

Name	Number of Ordinary Shares Underlying Outstanding Options[1]	Exercise Price (US$/Share)[1]	Grant Date	Expiration Date
Matthew Nimetz	440,000	1.2	January 4, 2011	January 3, 2021
Derek Boyang Shen	*	0.18	March 10, 2010	March 9, 2020
	*	1.2	January 4, 2011	January 3, 2021
Other individuals as a group	46,997,290	(2)	(2)	(3)

* The aggregate beneficial ownership of our company held by the named option 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.

(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$0.1 per share; (iv) on March 2, 2006, 18,276,960 options, on October 9, 2007, 21,712,000 options, on January 31, 2008, 13,419,500 options, on October 15, 2009, 15,564,000 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, 1,043,880 options with an exercise price of US$0.2 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$0.3 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; and (xi) on January 4, 2011, 11,128,500 options with an exercise price of US$1.2 per share. As of the date of this prospectus, 53,125,250 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.

Principal Terms of 2006, 2008 and 2009 Equity Incentive Plans

The principal terms of the 2006 Plan, the 2008 Plan and the 2009 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 optionees 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 optionee.

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 Plan will terminate on September 15, 2013, the 2008 Plan will terminate on September 15, 2013, and the 2009 Plan will terminate on December 31, 2019.

Principal Terms of the 2011 Share Incentive Plan

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 Share.* 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 our 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 AND SELLING SHAREHOLDERS

Except as specifically noted in the table, the following table sets forth information with respect to the beneficial ownership of our ordinary shares as of the date of this prospectus as adjusted to reflect the sale of the ADSs in this offering by:

- each of our directors, including independent director appointees, and executive officers;
- each person known to us to own beneficially more than 5% of our ordinary shares; and
- each selling shareholder.

The calculations in the table below are based on 1,023,521,970 ordinary shares (on an as-converted basis) outstanding as of the date of this prospectus, and 779,829,653 Class A ordinary shares and 405,388,450 Class B ordinary shares outstanding immediately after the completion of this offering, assuming (i) the underwriters do not exercise their over-allotment option, and (ii) we will issue a total of 33,000,000 Class A ordinary shares through the concurrent private placements.

Beneficial ownership is determined in accordance with the rules and regulations of the U.S. Securities and Exchange Commission and includes voting or investment power with respect to our ordinary shares. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Ordinary Shares Beneficially Owned immediately prior to This Offering		Ordinary Shares Being Sold in This Offering		Ordinary Shares Beneficially Owned after This Offering		
	number	%[2]	number	%	number	%[1][2]	% of Voting Power[3]
Directors and Executive Officers:							
Joseph Chen[4][6]	283,288,390	27.7%	13,029,420	1.3%	270,258,970	22.8%	55.9%
James Jian Liu[5][6]	34,065,110	3.3%	2,700,000	0.3%	31,365,110	2.6%	0.6%
Katsumasa Niki[7]	—	—	—	—	—	—	—
David K. Chao[8]	89,869,877	8.8%	—	—	89,869,880	7.6%	1.9%
Matthew Nimetz[9]	54,024,903	5.3%	—	—	40,518,677	3.4%	0.8%
Ruigang Li[10]	—	—	—	—	—	—	—
Derek Palaschuk[11]	*	*	—	—	*	*	*
Hui Huang[12]	*	*	—	—	*	*	*
Alvin Chiang[12]	*	*	—	—	*	*	*
Chuan He[12]	*	*	—	—	*	*	*
Derek Boyang Shen[12]	*	*	—	—	*	*	*
All directors and executive officers as a group[13]	471,467,567	46.1%	15,729,420	1.5%	455,738,147	38.5%	59.7%
Principal and Selling Shareholders:							
SB Pan Pacific Corporation[14]	405,388,451	39.6%	—	—	405,388,451	34.2%	33.5%
Joseph Chen[4][6]	283,288,390	27.7%	13,029,420	1.3%	270,258,970	22.8%	55.9%
DCM[15]	87,929,877	8.6%	—	—	87,929,877	7.4%	1.8%
Investment entities affiliated with GA LLC[16]	54,024,903	5.3%	13,506,226	1.3%	40,518,677	3.4%	0.8%
James Jian Liu[5][6]	34,065,110	3.3%	2,700,000	0.3%	31,365,110	2.6%	0.6%
Joho Capital[17]	11,190,850	1.1%	559,543	0.1%	10,631,307	0.9%	0.2%
Yes Holdings Group Limited[18]	2,000,000	0.2%	415,799	0.0%	1,584,201	0.1%	0.0%
Po Yee Auyeung[19]	2,857,140	0.3%	100,000	0.0%	2,757,140	0.2%	0.1%
Xueping Zhou[20]	1,617,590	0.2%	80,880	0.0%	1,536,710	0.1%	0.0%
Zihang Limited[21]	1,600,000	0.2%	80,000	0.0%	1,520,000	0.1%	0.0%
John Fee[22]	12,542,840	1.2%	62,714	0.0%	12,480,126	1.1%	0.3%
Yung Fang Hsu[23]	3,971,420	0.4%	35,000	0.0%	3,936,420	0.3%	0.1%
Ben Chow[24]	685,700	0.1%	34,285	0.0%	651,415	0.1%	0.0%

* Less than 1% of our total outstanding shares.

(1) Assumes that the underwriters do not exercise their option to purchase additional ADSs and no other change to the number of ADSs offered by us as set forth on the cover page of this prospectus.

(2) For each person and group included in this column, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group by the sum of the number of shares outstanding and the number of shares such person or group has the right to acquire upon exercise of the share options or warrants within 60 days after the date of this prospectus. The total number of shares outstanding on an as-converted basis as of the date of this prospectus is 1,023,521,970. The total number of shares outstanding after the completion of this offering will be 1,185,218,103.

(3) 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.

(4) Represents 187,015,390 ordinary shares, and 96,273,000 ordinary shares issuable upon the conversion of 25,571,420 Series A preferred shares and 70,701,580 Series B preferred shares held by Mr. Joseph Chen. The business address of Mr. Chen is 23F, Jing An Center, North Third Ring East Road, Chao Yang District, Beijing, 100028, People's Republic of China.

(5) Represents 34,065,110 ordinary shares held by Mr. James Jian Liu. The business address of Mr. Liu is 23F, Jing An Center, North Third Ring East Road, Chao Yang District, Beijing, 100028, People's Republic of China.

(6) Mr. Joseph Chen and Mr. James Jian Liu have taken interest-bearing loans in an aggregate amount of US$44 million from Benchmark Holdings Inc., a Bahamian company, or Benchmark. Benchmark is an unrelated third party to our company. Until the loans were extended to Mr. Chen and Mr. Liu, Benchmark was also an unrelated third party to Mr. Chen and Mr. Liu. Mr. Chen and Mr. Liu used the entire proceeds of these loans to repay their outstanding personal loans to us on April 14, 2011. To secure their repayment obligations to Benchmark, Mr. Chen and Mr. Liu pledged 17,311,476 and 11,540,982 ordinary shares, respectively, of our company held by them to Benchmark. Benchmark has indicated its intention to Mr. Chen and Mr. Liu to subscribe for US$40 million of our ADSs in this offering. In the event that Benchmark is unable to acquire $40 million of our ADSs in this offering, Mr. Chen and Mr. Liu have agreed to sell their own Class A ordinary shares to Benchmark at the price per share in this offering for a total amount equal the difference between US$40 million and the value of our ADSs that Benchmark acquires in this offering, if any. Neither the underwriters nor we have any obligation to sell our ADSs to Benchmark as part of this offering or otherwise.

(7) The business address of Mr. Niki is SOFTBANK CORP., 1-9-1 Higashi-shimbashi, Minato-ku, Tokyo, 105-7303, Japan.

(8) Represents (i) 1,940,000 ordinary shares held by Mr. David K. Chao; and (ii) 17,373,630 ordinary shares, and 70,556,247 ordinary shares issuable upon the conversion of 22,500,000 Series A preferred shares and 49,282,670 Series C preferred shares held by DCM, whose general partner is DCM Investment Management III, L.L.C. The managing members of DCM Investment Management III, L.L.C. are David K. Chao, Dixon R. Doll and Peter W. Moran. The business address of Mr. Chao is 2420 Sand Hill Road, Suite 200 Menlo Park, CA 94025.

(9) Represents 54,024,903 ordinary shares issuable upon the conversion of 55,403,650 Series C preferred shares held by the GA Group as described in footnote 13 below. The business address of Mr. Nimetz is Three Pickwick Plaza, Greenwich, Connecticut 06830.

(10) The business address of Mr. Li is 298 Weihai Road, Shanghai, 200041, the People's Republic of China.

(11) The business address of Mr. Palaschuk is No. 61 Wanghai Road, Xiamen Software Park, Xiamen, Fujian Province, the People's Republic of China.

(12) The business address of this individual is 23/F, Jing An Center, 8 North Third Ring Road East, Beijing, 100028, the People's Republic of China.

(13) Certain directors and executive officers have been granted options pursuant to our 2006, 2008 and 2009 Equity Incentive Plans. See "Risk Factors—Risks Related to Doing Business in China—The approval of the China Securities Regulatory Commission may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot assure you that we will be able to obtain such approval" and "Management—Equity Incentive Plans."

(14) Represents 405,388,451 ordinary shares issuable upon the conversion of 2,582,200 Series C preferred shares and 402,870,510 Series D preferred shares held by SB Pan Pacific Corporation, a Micronesia company. The business address of SB Pan Pacific Corporation is BV Center, Suite 2A, 14 Pohn Umpomp Place, Nett, Pohnpei, Federated States of Micronesia. SOFTBANK CORP., the parent company of SB Pan Pacific Corporation, was the previous owner of these 2,582,200 series C preferred shares and 402,870,510 series D preferred shares, and transferred these shares to SB Pan Pacific Corporation on January 31, 2011.

(15) Represents 17,373,630 ordinary shares, and 70,556,247 ordinary shares issuable upon the conversion of 22,500,000 Series A preferred shares and 49,282,670 Series C preferred shares held by DCMIII, L.P., DCM III-A, L.P. and DCM Affiliates Fund III, L.P. We refer to these entities collectively as DCM. The general partner of DCM is DCM Investment Management III, L.L.C., which has voting and investment power with respect to shares held by DCM. The managing members of DCM Investment Management III, L.L.C. are David K. Chao, Dixon R. Doll and Peter W. Moran. The business address of DCM is 2420 Sand Hill Road, Suite 200 Menlo Park, CA 94025.

(16) Represents (i) 38,971,056 ordinary shares issuable upon conversion of 39,965,620 Series C preferred shares held by General Atlantic Partners (Bermuda), L.P., a Bermuda limited partnership ("GAP LP"); (ii) 10,505,250 ordinary shares issuable upon conversion of 10,773,350 Series C preferred shares held by GAP-W International, LP, a Bermuda limited liability company ("GAP-W"); (iii) 810,369 ordinary shares issuable upon conversion of 831,050 Series C preferred shares held by GapStar, LLC, a Delaware limited liability company ("GapStar"); (iv) 2,890,425 ordinary shares issuable upon conversion of 2,964,190 Series C preferred shares held by GAP Coinvestments III, LLC, a Delaware limited liability company ("GAP Coinvestments III"); (v) 708,430 ordinary shares issuable upon conversion of 726,510 Series C preferred shares held by GAP Coinvestments IV, LLC, a Delaware limited liability company ("GAP Coinvestments IV"); (vi) 27,001 ordinary shares issuable upon conversion of 27,690 Series C preferred shares held by GAP Coinvestments CDA, L.P., a Delaware limited partnership ("GAP Coinvestments CDA"); and (vii) 112,372 ordinary shares issuable

upon conversion of 115,240 Series C preferred shares held by GAPCO GmbH & Co. KG, a German limited partnership ("GAPCO KG"). The general partner of GAP LP and GAP-W is General Atlantic GenPar (Bermuda), L.P., a Bermuda limited partnership ("GA GenPar"), whose general partner is GAP (Bermuda) Limited, a Bermuda exempted company ("GAP (Bermuda) Limited"). General Atlantic LLC, a Delaware limited liability company ("GA LLC"), is the general partner of GAPCO CDA. There are currently 27 Managing Directors of GA LLC (the "GA Managing Directors") and the GA Managing Directors are (i) the directors and executive officers of GAP (Bermuda) Limited and (ii) the Managing Members of GAPCO III and GAPCO IV. Certain GA Managing Directors are the members of GapStar. The general partner of GAPCO KG is GAPCO Management GmbH, a German corporation ("GAPCO Management"). GA LLC, GA GenPar, GAP (Bermuda) Limited, GAP LP, GAP-W, GapStar, GAP Coinvestments III, GAP Coinvestments IV, GAP Coinvestments CDA, GAPCO KG and GAPCO Management are a "group" within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934, as amended, and we refer to these entities collectively as "GA Group." Matthew Nimetz is a managing director of GA LLC, a shareholder, director and vice president of GAP (Bermuda) Limited and a managing member of GAP Coinvestments III and GAP Coinvestments IV. The address of GA Group (other than GAP LP, GAP-W, GAP (Bermuda) Limited, GA GenPar, GAPCO KG and GAPCO Management) is c/o General Atlantic Service Company, LLC, 3 Pickwick Plaza, Greenwich, Connecticut 06830. The address of GAP LP, GAP-W, GAP (Bermuda) Limited and GA GenPar is Clarendon House, Church Street, Hamilton, Bermuda. The address of GAPCO KG and GAPCO Management is c/o General Atlantic GmbH, Koenigsallee 62, 40212 Dusseldorf, Germany.

(17) Represents 11,190,850 ordinary shares issuable upon the conversion of 11,190,850 series D preferred shares held by Joho Fund, Ltd., Joho Partner, L.P., Joho Asia Growth Fund, Ltd. and Joho Asia Growth Partners, L.P. We refer to these entities collectively as "Joho Capital". The business address of Joho Capital is 55 East 59th Street, New York, NY 10022.

(18) Represents 2,000,000 ordinary shares held by Yes Holdings Group Limited. The business address of Yes Holdings Group Limited is Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands.

(19) Represents 2,857,140 ordinary shares held by Po Yee Auyeung. The business address of Po Yee Auyeung is Building 2, Room 3206, First Yard Ci Yun Si, Chao Yang District, Beijing, 100025, People's Republic of China.

(20) Represents 160,430 ordinary shares and 1,457,160 ordinary shares issuable upon the conversion of 1,457,160 series A preferred shares held by Xueping Zhou. The business address of Xueping Zhou is 3527 Pemberton Drive, Pearland, TX 77584.

(21) Represents 1,600,000 ordinary shares held by Zihang Limited. The business address of Zihang Limited is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.

(22) Represents 114,280 ordinary shares and 12,428,560 ordinary shares issuable upon the conversion of 11,857,140 series A preferred shares and 571,420 series B preferred shares held by John Fee. The business address of John Fee is 2818 Woods Lane, Garland TX 75044.

(23) Represents 3,971,420 ordinary shares issuable upon the conversion of 3,971,420 series B preferred shares held by Yung Fang Hsu. The business address of Yung Fang Hsu is 1070 Belvedere Lane, San Jose, CA 95129.

(24) Represents 114,280 ordinary shares and 571,420 ordinary shares issuable upon the conversion of 571,420 series B preferred shares held by Ben Chow. The business address of Ben Chow is 3527 Pemberton Drive, Pearland, TX 77584.

As of the date of this prospectus, 222,996,960 of our ordinary shares and 85,100,000 series A preferred shares, 81,358,680 series B preferred shares, 63,933,810 series C preferred shares and 3,175,960 series D preferred shares are held by 45 record holders in the United States, representing approximately 44.5% of our total outstanding shares. Immediately prior to the completion of this offering, our ordinary shares will be 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 will issue Class A ordinary shares represented by our ADSs in this offering. Contemporaneously with the completion of this offering, (i) 25,571,420 series A preferred shares, 70,701,580 series B preferred shares and 173,985,970 ordinary shares held by Mr. Joseph Chen will be converted into Class B ordinary shares on a one-for-one basis, (ii) 135,129,480 Series D preferred shares held by SB Pan Pacific Corporation will be converted into Class B ordinary shares on a one-for-one basis, and (iii) all of the remaining ordinary shares and preferred shares that are issued and outstanding will be converted into Class A ordinary shares on a one-for-one basis. See "Description of Share Capital—Ordinary Shares" for a more detailed description of our Class A ordinary shares and Class B ordinary shares. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

RELATED PARTY TRANSACTIONS

Contractual Arrangements with Qianxiang Tiancheng

PRC law currently limits direct foreign equity ownership of business entities providing value-added telecommunications services, advertising services and internet services in the PRC where certain licenses are required for the provision of such services. To comply with these foreign ownership restrictions, we conduct substantially all of our businesses in China through a series of contractual arrangements with Qianxiang Tiancheng and its shareholders. For a description of these contractual arrangements, see "Corporate History and Structure."

Private Placements

See "Description of Share Capital—History of Securities Issuances."

Shareholder Rights

In connection with our Series D preferred shares private placement in April 2008, we and our shareholders entered into an amended and restated investors' rights agreement and an amended and restated voting agreement, which amended and restated the investors' rights agreements and voting agreements we previously entered into with the investors of our Series A, Series B and Series C preferred shares.

The preferred shareholders have preemptive rights with respect to any issuance of securities by us, subject to certain exceptions, including our issuance of securities in connection with this offering. The preferred shareholders have a right of first refusal for any proposed share transfers by any of the transferring shareholders, subject to certain exceptions. Under the amended and restated investors' rights agreement, our preferred shareholders and the holders of ordinary shares converted from our preferred shares are also entitled to certain registration rights, including demand registration, piggyback registration and Form F-3 registration. See "Description of Share Capital—Registration Rights." Except for the registration rights, the shareholders' rights under the amended and restated investors' rights agreement will terminate automatically upon the closing of this offering.

Loans Extended to Related Parties

In October 2010, two executive officers of our company provided promissory notes in the aggregate amount of US$4.9 million to us as consideration for their purchase of 700,000 of our ordinary shares at US$7.01 per share. The promissory notes bore an interest rate of 5.6% and were due and payable at the earlier of termination of the executive officer's employment with us or the first public filing of our registration statement. The loans were secured by the pledge of the purchased shares. The two executive officers paid the entire amount due under the promissory notes to us in April 2011.

In July 2010, seven executive officers and employees of our company provided promissory notes in the aggregate amount of US$17.2 million to us in connection with their early exercise of their respective share options. The loans bore an interest rate of 5.4% and were to be due and payable at the earlier of such executive officer's termination of employment with us or the first public filing of our registration statement. The loans were secured by the pledge of the ordinary shares which were issued upon the early exercise of the share options. The seven executive officers paid the entire amount due under the promissory notes to us in April 2011.

In May 2006, we extended an unsecured loan to Mr. James Jian Liu, our executive director and chief operating officer, in the amount of US$60,000. As of December 31, 2010, the outstanding amount of the loan to

Mr. Liu was US$60,000. The loan to Mr. Liu bore no interest and was to become due and payable at the earlier of the termination of his employment with us or the first public filing of our registration statement. Mr. Liu paid the entire amount due under the loan to us in April 2011.

Historically, we received loans from Beijing Xin Qi Shi Jie Technology Co., Ltd., or Xin Qi, a company in which we formerly held a 40% equity interest. The amount we owed to Xin Qi as of December 31, 2008 was US$154,000. The largest amount outstanding under our loans from Xin Qi in 2008 was US$281,000, and the largest amount outstanding in 2009 was US$302,000. In November 2009, Xin Qi was liquidated and we did not receive any proceeds from the liquidation and have no further obligation regarding the loan.

See also "—Disposal of Mop.com and Gummy Inc."

Disposal of Mop.com and Gummy Inc.

To focus on our SNS and social commerce services in China, in December 2010, we sold and transferred all of our equity interests in Mop.com, an internet community site in China, and Gummy Inc., a social games platform for the Japanese market, to Oak Pacific Holdings.

At the time of the sale of Mop.com and Gummy Inc., several of our shareholders, including Mr. Joseph Chen, our founder, chairman and chief executive officer, indicated their interest to purchase Mop.com and Gummy Inc. Oak Pacific Holdings was formed as a holding company to acquire all the equity interests in Mop.com and Gummy Inc. The initial shareholder of Oak Pacific Holdings was Mr. Chen, and all of our other shareholders were provided the opportunity to become shareholders of Oak Pacific Holdings through subscription. However, the formal documentation relating to the share subscription for Oak Pacific Holdings and its private financing had not been finalized at the time of the sale of Mop.com and Gummy Inc. As a result, we agreed to accept a promissory note from Oak Pacific Holdings as the consideration for the sale of Mop.com and Gummy Inc.

The aggregate consideration for the sale of Mop.com and Gummy Inc. was approximately US$18.1 million, which Oak Pacific Holdings paid in the form of a promissory note that bore no interest and was due and payable on June 30, 2011. The consideration was determined based on a valuation of the disposed operations with the assistance of an independent valuation firm, and was approved by all of our directors, including disinterested directors. Oak Pacific Holdings paid the entire amount due under the promissory note to us on April 14, 2011.

As of the date of this prospectus, 13 shareholders of our company have become shareholders of Oak Pacific Holdings. The three largest shareholders of Oak Pacific Holdings are Mr. Chen, James Jian Liu, our director and chief operating officer, and David Chao, our director, who collectively hold approximately 98.5% of Oak Pacific Holdings.

Each of Mop.com and Gummy Inc. has its own chief executive officer, management team and operations personnel. After we sold Mop.com and Gummy Inc. in December 2010, we have provided certain back office support services to them and the fees for such services will be charged on an annual basis based on the fair market value of the services. Such fees will not be material to our financial statements. Mop.com has its own independent sales team that sells advertising services to similar customers as ours. Mop.com and Gummy Inc. have entered into non-competition agreements with us.

Employment Agreements

See "Management—Employment Agreements."

Share Options

See "Management—Equity Incentive Plans."

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands company and our affairs are governed by our amended and restated memorandum and articles of association, as supplemented and amended from time to time, and the Companies Law (2010 Revision) of the Cayman Islands, as amended, which is referred to as the Companies Law below.

As of the date of the prospectus, our authorized share capital consists of 2,000,000,000 ordinary shares with a par value of US$0.001 each and 850,164,410 preferred shares with a par value of US$0.001 each, of which 100,000,000 preferred shares are designated as series A preferred shares, 100,000,000 preferred shares are designated as series B preferred shares, 215,959,520 preferred shares are designated as series C preferred shares and 434,204,890 preferred shares are designated as series D preferred shares. As of the date of this prospectus, there are 297,853,650 ordinary shares, 85,100,000 series A preferred shares, 81,501,540 series B preferred shares, 128,048,440 series C preferred shares and 434,204,890 series D preferred shares issued and outstanding. Immediately prior to the completion of this offering, our authorized share capital will be divided into 3,000,000,000 Class A ordinary shares with a par value of US$0.001 each and 500,000,000 Class B ordinary shares with a par value of US$0.001 each. Contemporaneously with the completion of this offering, (i) 25,571,420 series A preferred shares, 70,701,580 series B preferred shares and 173,985,970 ordinary shares held by Mr. Joseph Chen and his affiliated transferees will be converted into Class B ordinary shares on a one-for-one basis, (ii) 135,129,480 series D preferred shares held by SB Pan Pacific Corporation and its affiliated transferees will be converted into Class B ordinary shares on a one-for-one basis, and (iii) all of the remaining ordinary shares and preferred shares that are issued and outstanding will be converted into Class A ordinary shares on a one-for-one basis.

We have adopted an amended and restated memorandum and articles of association, which will become effective and replace the current amended and restated memorandum and articles of association in its entirety immediately prior to the completion of this offering. The following are summaries of material provisions of our proposed amended and restated memorandum and articles of association and the Companies Law insofar as they relate to the material terms of our ordinary shares that we expect will become effective upon the closing of this offering.

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 this offering. 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 this 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 this 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 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 this 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. 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 memorandum and articles of association. A special resolution is also required for any matters approved at a special meeting of shareholders. 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 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 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 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 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. See “Additional Information.”

Anti-Takeover Provisions. Some provisions of our post-offering 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 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.

History of Securities Issuances

The following is a summary of our securities issuances in the past three years, and does not give retroactive effect to the ten-for-one share split which became effective on March 25, 2011.

Ordinary Shares.

In April 2008, January 2009 and August 2010, we issued 44,432,150,000 and 464,166 ordinary shares, respectively, to our directors, officers and employees upon exercise of their share options.

In July 2008, we issued 251,998 ordinary shares to certain investors in connection with the exercise of warrants held by such investors with proceeds to us of US$0.1 million.

In March 2009, we issued 21,430 ordinary shares to a shareholder with proceeds to us of US$11,000.

In August 2010, we repurchased 4,714,286 ordinary shares from a shareholder for an aggregate cash amount of US$34.2 million.

In August 2010, we issued 641,667 ordinary shares to a shareholder upon exercise of share options in exchange for cash consideration of US$0.8 million.

We repurchased these ordinary shares with a subsequently negotiated agreement in October 2010 for total consideration of US$4.6 million.

In October 2010, we repurchased 688,844 ordinary shares from a shareholder at US$3.6 million.

In October 2010, we issued 300,000 and 700,000 ordinary shares, respectively, to a consultant and two executive officers at US$7.01 per share.

Preferred Shares.

In April 2008, in order to raise capital to fund the expansion of our business, we issued an aggregate of 10,071,763 Series D preferred shares, at a price of US$9.93 per share, to SOFTBANK CORP., a Japanese telecommunications and media corporation and an affiliate of SB Pan Pacific Corporation. In connection with the issuance of these Series D preferred shares, we granted the 2009 Series D warrants and the 2010 Series D warrants to SOFTBANK CORP. The 2009 Series D warrants are exercisable to purchase 7,553,822 Series D preferred shares from April 4, 2009 to July 2, 2009, and were fully exercised in 2009. The 2010 Series D warrants are exercisable in two tranches. The first tranche was exercisable to purchase 7,553,822 Series D preferred shares from April 2, 2010 to July 1, 2010, and were fully exercised in July 2010; and the second tranche was exercisable to purchase 15,107,644 Series D preferred shares from April 2, 2010 to July 1, 2011, and were fully exercised in December 2010, with the underlying shares issued in January 2011. In addition, in April 2008, we issued an aggregate of 3,133,438 Series D preferred shares to Joho Capital and certain affiliates of SBI Investment Co., Ltd. for aggregate consideration of US$30 million.

Upon the issuance of the Series D preferred shares, we repurchased from certain Series C preferred shareholders 5,089,639 Series C shares for US$48.1 million, which was US$36.8 million over the carrying amount of the Series C preferred shares.

On December 18, 2009, we repurchased 3,500,000 Series A preferred shares, 145,714 Series B preferred shares, and 3,701,469 Series C preferred shares from certain preferred shareholders for US$2.1 million, US$0.9 million and US$21.7 million, respectively. The aggregate repurchase price was US$16.3 million over the carrying amount of the Series A, B and C preferred shares. After the completion of these repurchases, the numbers of outstanding Series A, Series B and Series C preferred shares were 9,650,000, 9,110,154 and 12,804,844, respectively.

In January 2010, we repurchased 1,140,000 Series A preferred shares and 900,000 Series B preferred shares from certain preferred shareholders for US$6.8 million and US$5.4 million, respectively.

In August 2010, we repurchased 5,355,953 ordinary shares from certain shareholders and 60,000 Series B preferred shares from a Series B preferred shareholder for US$38.8 million and US$0.3 million, respectively. The repurchased ordinary shares were canceled immediately.

In October 2010, we repurchased 688,844 ordinary shares from certain shareholders for US$3.6 million. The repurchased ordinary shares were canceled immediately.

As none of the holders of our preferred shares or warrants to purchase our preferred shares was our related party prior to each holder's investment in our securities, the price of each series of preferred shares was determined based on negotiations between us and the investors and was approved by our board of directors. Our Series A, B, C and D preferred shares will automatically convert into ordinary shares at their then effective conversion prices upon the completion of this offering. The initial conversion price is equal to the original issuance price, subject to adjustments for dilution, including but not limited to issuance of additional ordinary shares and share splits, in accordance with the applicable provisions of our current amended and restated memorandum and articles of association.

In March 2011, we effected a ten-for-one share split. As a result, the number of our issued and outstanding ordinary shares increased from 29,785,365 to 297,853,650, the number of our issued and outstanding Series A preferred shares increased from 8,510,000 to 85,100,000, the number of our issued and outstanding Series B preferred shares increased from 8,150,154 to 81,501,540, the number of our issued and outstanding Series C preferred shares increased from 12,486,189 to 124,861,890 and the number of our issued and outstanding Series D preferred shares increased from 43,420,489 to 434,204,890.

Option Grants. We have granted to certain of our directors, officers and employees options to purchase an aggregate of 48,337,290 ordinary shares that were outstanding as of the date of this prospectus. See "Management—Equity Incentive Plans."

Exempted Company

We are an exempted company duly incorporated with limited liability under the Companies Law. The Companies Law distinguishes between ordinary resident companies and exempted companies. Any company, the objects of which are to conduct business mainly outside of the Cayman Islands, may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the material exemptions and privileges, including (a) an exempted company does not have to file an annual return of its shareholder with the Registrar of Companies, (b) an exempted company is not required to open its register of members for inspection, (c) an exempted company does not have to hold an annual general meeting, (d) an exempted company may in certain circumstances issue no par value, negotiable or bearer shares, and an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands.

Furthermore, the Companies Law provides that the ownership of shares in Cayman Islands companies is determined by the entry of shareholders in a company's statutory register of members. Therefore, the shares that are the subject of this offering or any future offering or trading will be considered to have been validly issued pursuant to our amended and restated memorandum and articles of association once the issuance has been duly authorized and once our register of members has been updated to reflect their issuance.

Differences in Corporate Law

The Companies Law is modeled after that of the United Kingdom but does not follow recent United Kingdom statutory enactments. In addition, the Companies Law differs from laws applicable to United States corporations and their shareholders. In particular, the rights and obligations of a Cayman Islands company are governed primarily by the terms of its memorandum and articles of association more so than by the provisions of

the Companies Law. Set forth below is a summary of the significant differences between the provisions of the Companies Law applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements. The Companies Law permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (b) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies into the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by either (a) a special resolution of the shareholders of each constituent company voting together as one class if the shares to be issued to each shareholder in the consolidated or surviving company will have the same rights and economic value as the shares held in the relevant constituent company, or (b) a shareholder resolution of each constituent company passed by a majority in number representing 75% in value of the shareholders voting together as one class. The plan must be filed with the Registrar of Companies together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) if they follow the required procedures, subject to certain exceptions. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

In addition, there are statutory provisions that facilitate the reconstruction and amalgamation of companies, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. A dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved. Prior to sanctioning the arrangement, the Grand Court must determine that:

- all statutory provisions as to notification, disclosure and majority vote have been met;
- all classes of shareholders have been fairly represented and acting in good faith at the meeting in question;
- the arrangement is such that an honest, intelligent man acting in his own best interest would reasonably approve; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Law.

When a take-over offer is made and accepted by holders of 90.0% of the shares within four months, the offeror may, within a two-month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed unless there is evidence of fraud, bad faith or collusion.

If the arrangement and reconstruction is thus approved, the dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of United States corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholders' Suits. In principle, we will normally be the proper plaintiff and a derivative action may not be brought by a minority shareholder. However, based on English authority, which would be of persuasive authority in the Cayman Islands, exceptions to the foregoing principle apply in circumstances in which:

- a company is acting or proposing to act illegally or *ultra vires*;
- the act complained of, although not *ultra vires*, could be effected duly if authorized by more than a simple majority vote which has not been obtained; and
- those who control the company are perpetrating a "fraud on the minority."

Transactions with Directors. Under the Delaware General Corporation Law, or the DGCL, transactions with directors must be approved by disinterested directors or by the shareholders, or otherwise proven to be fair to the company as of the time it is approved. Such transaction will be void or voidable, unless (i) the material facts of any interested directors, interests are disclosed or are known to the board of directors and the transaction is approved by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts of any interested directors, interests are disclosed or are known to the shareholders entitled to vote thereon, and the transaction is specifically approved in good faith by vote of the shareholders; or (iii) the transaction is fair to the company as of the time it is approved.

Cayman Islands laws do not restrict transactions with directors, requiring only that directors exercise a duty of care and discharge the fiduciary duty owed to the companies for which they serve. Under our amended and restated memorandum and articles of association, subject to any separate requirement for audit committee approval under the applicable rules of the NYSE or unless disqualified by the chairman of the relevant board meeting, so long as a director discloses the nature of his interest in any contract or arrangement which he is interested in, such a director may vote in respect of any contract or proposed contract or arrangement in which such director is interested and may be counted in the quorum at such a meeting.

Directors' Fiduciary Duties. Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care generally requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, but subject to certain exceptions, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties.

Under Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company, and therefore it is considered that he or she owes the following duties to the company: a duty to act bona fide in the best interests of the company; a duty not to make a profit out of his or her position as director (unless the company permits him or her to do so); and a duty not to put himself or herself in a position where the interests of the company conflict with his or her personal interests or his or her duty to a third party. A director of a Cayman Islands company also owes to the company a common law duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her duties a greater degree of skill than may reasonably be expected from a person of his or her knowledge and experience. However, there are indications that the courts are moving towards an objective standard with regard to the required skill and care.

Under our post-offering amended and restated memorandum and articles of association, directors who are in any way, whether directly or indirectly, interested in a contract or proposed contract with our company shall be

required to declare the nature of their interest at a meeting of the board of directors. Following such declaration, a director may vote in respect of any contract or proposed contract notwithstanding his interest.

Majority Independent Board. A domestic U.S. company listed on the NYSE must comply with the NYSE requirement that a majority of the board of directors must be comprised of independent directors as defined under Section 303A of the Corporate Governance Rules of the NYSE. As a Cayman Islands corporation, we are allowed to follow home country practices in lieu of certain corporate governance requirements under the NYSE rules where there is no similar requirement under the laws of the Cayman Islands. However, we have no present intention to rely on home country practice with respect to our corporate governance matters, and we intend to comply with the NYSE rules after the completion of this offering.

Shareholder Action by Written Consent. Under the DGCL, a corporation may eliminate the right of shareholders to act by written consent by inclusion of such a restriction in its certificate of incorporation. Cayman Islands law and our post-offering articles of association provide that shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

Shareholder Proposals. The DGCL does not provide shareholders an express right to put any proposal before the annual meeting of shareholders, but in keeping with common law, Delaware corporations generally afford shareholders an opportunity to make proposals and nominations provided that they comply with the notice provisions in the certificate of incorporation or bylaws. A special meeting may be called by the board of directors or any other person authorized to do so in the certificate of incorporation or bylaws, but shareholders may be precluded from calling special meetings.

Cayman Islands law does not provide shareholders any right to bring business before a meeting or requisition a general meeting. However, these rights may be provided in articles of association. Our post-offering memorandum and articles of association allow our shareholders holding not less than one-third of our paid-up voting share capital to requisition a shareholder's meeting. As an exempted Cayman Islands company, we are not obliged by law to call general meetings of the shareholders.

Cumulative Voting. Under the DGCL, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director.

There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands, but our post-offering articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors. Under the DGCL, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our post-offering memorandum and articles of association, directors can be removed by a special resolution of shareholders.

Transactions with Interested Shareholders. The DGCL contains a business combination statute applicable to Delaware public corporations whereby, unless the corporation has specifically elected not to be governed by such statute by an amendment to its certificate of incorporation or bylaws that is approved by its shareholders, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns 15% or more of the corporation's outstanding voting stock or who or which is an affiliate or associate of the corporation and owned 15% or more of the corporation's outstanding

voting stock within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware public corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority shareholders.

Amendment of Governing Documents. Under the DGCL, a corporation's certificate of incorporation may be amended only if adopted and declared advisable by the board of directors and approved by a majority of the outstanding shares entitled to vote, and the bylaws may be amended with the approval of a majority of the outstanding shares entitled to vote and may, if so provided in the certificate of incorporation, also be amended by the board of directors. Under Cayman Islands law, our post-offering memorandum and articles of association may only be amended by way of a special resolution.

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 post-offering memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

Indemnification. Cayman Islands law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime.

We intend to adopt an amended and restated memorandum and articles of association upon the closing of this offering. Under our amended and restated memorandum and articles of association, we may indemnify our directors, officers, employees and agents against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such persons in connection with actions, suits or proceedings to which they are party or are threatened to be made a party by reason of their acting as our directors, officers, employees or agents. To be entitled to indemnification, these persons must have acted honestly, in good faith and in the best interest of and not contrary to the interest of our company, and must not have acted in a manner willfully or grossly negligent and, with respect to any criminal action, they must have had no reasonable cause to believe their conduct was unlawful. Our amended and restated memorandum and articles of association may also provide for indemnification of such person in the case of a suit initiated by our company or in the right of our company.

We intend to enter into indemnification agreements with our directors and executive officers to indemnify them to the fullest extent permitted by applicable law and our articles of association, from and against all costs, charges, expenses, liabilities and losses incurred in connection with any litigation, suit or proceeding to which such director is or is threatened to be made a party, witness or other participant.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us under the foregoing provisions, we have been advised that in the opinion of the U.S. Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and therefore is unenforceable.

Registration Rights

Pursuant to our current amended and restated investors' rights agreement entered into in April 2008, we have granted certain registration rights to holders of our registrable securities, which include our preferred shares and ordinary shares converted from our preferred shares. Set forth below is a description of the registration rights granted under this agreement.

Demand Registration Rights. Holders of registrable securities have the right to demand that we file a registration statement covering the offer and sale of their securities. We, however, are not obligated to effect a demand registration if, among other things, we have already effected two demand registrations. We have the right to defer filing of a registration statement for up to 90 days if our board of directors determine in good faith that filing of a registration will be materially detrimental to us, but we cannot exercise the deferral right more than once in any twelve-month period.

Form F-3 Registration Rights. When we are eligible for use of Form F-3, holders of registrable securities then outstanding have the right to request in written form that we file a registration statement under Form F-3. We, however, are not obligated to effect a registration on Form F-3 if, among other things, we have already effected two registrations within any twelve-month period preceding the date of the registration request. We have the right to defer filing of a registration statement for up to 90 days if our board of directors determines in good faith that filing of a registration will be materially detrimental to us, but we cannot exercise the deferral right more than once in any twelve-month period.

Piggyback Registration Rights. If we propose to file a registration statement in connection with a public offering of securities of our company other than relating to an equity incentive plan or corporate reorganization, then we must offer each holder of the registrable securities the opportunity to include their shares in the registration statement. We must use our reasonable best efforts to cause the underwriters in any underwritten offering to permit any such shareholder who so requests to include their shares. Such requests for registrations are not counted as demand registrations.

Expenses of Registration. We will pay all expenses relating to any demand, piggyback or Form F-3 registration, except for underwriting discounts and commissions relating to the sale of registrable securities, unless, subject to a few exceptions, a registration request is subsequently withdrawn at the request of the holders of registrable securities.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

Citibank, N.A., or Citibank, has agreed to act as the depositary for the ADSs. Citibank's depositary offices are located at 388 Greenwich Street, New York, NY 10013. ADSs represent ownership interests in securities that are on deposit with the depositary. ADSs may be represented by certificates that are commonly known as American Depositary Receipts, or ADRs. The depositary typically appoints a custodian to safekeep the securities on deposit. In this case, the custodian is Citibank, N.A.—Hong Kong, located at 10/F, Harbour Front (II), 22 Tak Fung, Hung Hom, Kowloon, Hong Kong.

We will appoint Citibank as depositary pursuant to a deposit agreement. A copy of the deposit agreement is on file with the SEC under cover of a Registration Statement on Form F-6 (Registration No. 333-173515). You may obtain a copy of the deposit agreement from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 and from the SEC's website (www.sec.gov).

We are providing you with a summary description of the material terms of the ADSs and of your material rights as an owner of ADSs. Please remember that summaries by their nature lack the precision of the information summarized and that the rights and obligations of an owner of ADSs are detailed in the deposit agreement. We urge you to review the deposit agreement in its entirety. The first paragraph under "—Issuance of ADSs Upon Deposit of Class A Ordinary Shares" below describes matters that may be relevant to the ownership of the ADSs sold in this offering but that may not be contained in the deposit agreement.

Each ADS represents the right to receive three Class A ordinary shares on deposit with the custodian. An ADS also represents the right to receive any other property received by the depositary or the custodian on behalf of the owner of the ADS but that has not been distributed to the owners of ADSs because of legal restrictions or practical considerations.

If you become an owner of ADSs, you will become a party to the deposit agreement and therefore will be bound to its terms and to the terms of any ADR that represents your ADSs. The deposit agreement and the ADR specify our rights and obligations as well as your rights and obligations as owner of ADSs and those of the depositary. As an ADS holder you appoint the depositary to act on your behalf in certain circumstances. The deposit agreement and the ADRs are governed by New York law. However, our obligations to the holders of ordinary shares will continue to be governed by the laws of the Cayman Islands, which may be different from the laws in the United States.

In addition, applicable laws and regulations may require you to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. You are solely responsible for complying with such reporting requirements and obtaining such approvals. Neither the depositary, the custodian, we nor any of their or our respective agents or affiliates shall be required to take any actions whatsoever on behalf of you to satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

As an owner of ADSs, you may hold your ADSs either by means of an ADR registered in your name, through a brokerage or safekeeping account, or through an account established by the depositary in your name reflecting the registration of uncertificated ADSs directly on the books of the depositary (commonly referred to as the direct registration system or DRS). The direct registration system reflects the uncertificated (book-entry) registration of ownership of ADSs by the depositary. Under the direct registration system, ownership of ADSs is evidenced by periodic statements issued by the depositary to the holders of the ADSs. The direct registration system includes automated transfers between the depositary and The Depository Trust Company, or DTC, the central book-entry clearing and settlement system for equity securities in the United States. If you decide to hold your ADSs through your brokerage or safekeeping account, you must rely on the procedures of your broker or bank to assert your rights as ADS owner. Banks and brokers typically hold securities such as the ADSs through clearing and settlement systems such as DTC. The procedures of such clearing and settlement systems may limit your ability to exercise your rights as an owner of ADSs. Please consult with your broker or bank if you have any questions concerning these limitations and procedures. All ADSs held through DTC will be registered in the

name of a nominee of DTC. This summary description assumes you have opted to own the ADSs directly by means of an ADS registered in your name and, as such, we will refer to you as the "holder."

Dividends and Distributions

As a holder, you generally have the right to receive the distributions we make on the securities deposited with the custodian. Your receipt of these distributions may be limited, however, by practical considerations and legal limitations. Holders will receive such distributions under the terms of the deposit agreement in proportion to the number of ADSs held as of a specified record date.

Distributions of Cash

Whenever we make a cash distribution for the securities on deposit with the custodian, we will deposit the funds with the custodian. Upon receipt of confirmation of the deposit of the requisite funds, the depositary will arrange for the funds to be converted into U.S. dollars and for the distribution of the U.S. dollars to the holders, subject to the laws and regulations of the Cayman Islands.

The conversion into U.S. dollars will take place only if practicable and if the U.S. dollars are transferable to the United States. The depositary will apply the same method for distributing the proceeds of the sale of any property (such as undistributed rights) held by the custodian in respect of securities on deposit.

The distribution of cash will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. The depositary will hold any cash amounts it is unable to distribute in a non-interest-bearing account for the benefit of the applicable holders and beneficial owners of ADSs until the distribution can be effected or the funds that the depositary holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States.

Distributions of Shares

Whenever we make a free distribution of ordinary shares for the securities on deposit with the custodian, we will deposit the applicable number of ordinary shares with the custodian. Upon receipt of confirmation of such deposit, the depositary will either distribute to holders new ADSs representing the ordinary shares deposited or modify the ADS-to-ordinary share ratio, in which case each ADS you hold will represent rights and interests in the additional ordinary shares so deposited. Only whole new ADSs will be distributed. Fractional entitlements will be sold and the proceeds of such sale will be distributed as in the case of a cash distribution.

The distribution of new ADSs or the modification of the ADS-to-ordinary share ratio upon a distribution of ordinary shares will be made net of the fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes or governmental charges, the depositary may sell all or a portion of the new ordinary shares so distributed.

No such distribution of new ADSs will be made if it would violate a law (including U.S. securities laws) or if it is not operationally practicable. If the depositary does not distribute new ADSs as described above, it may sell the ordinary shares received upon the terms described in the deposit agreement and will distribute the proceeds of the sale as in the case of a distribution of cash.

Distributions of Rights

Whenever we intend to distribute rights to purchase additional ordinary shares, we will give prior notice to the depositary and we will assist the depositary in determining whether it is lawful and reasonably practicable to distribute rights to purchase additional ADSs to holders.

The depositary will establish procedures to distribute rights to purchase additional ADSs to holders and to enable such holders to exercise such rights if it is lawful and reasonably practicable to make the rights available

to holders of ADSs, and if we provide all of the documentation contemplated in the deposit agreement (such as opinions to address the lawfulness of the transaction). You may have to pay fees, expenses, taxes and other governmental charges to subscribe for the new ADSs upon the exercise of your rights. The depositary is not obligated to establish procedures to facilitate the distribution and exercise by holders of rights to purchase new ordinary shares other than in the form of ADSs.

The depositary will not distribute the rights to you if:

- we do not timely request that the rights be distributed to you or we request that the rights not be distributed to you; or
- we fail to deliver satisfactory documents to the depositary; or
- it is not reasonably practicable to distribute the rights.

The depositary will sell the rights that are not exercised or not distributed if such sale is lawful and reasonably practicable. The proceeds of such sale will be distributed to holders as in the case of a cash distribution. If the depositary is unable to sell the rights, it will allow the rights to lapse.

Elective Distributions

Whenever we intend to distribute a dividend payable at the election of shareholders either in cash or in additional shares, we will give prior notice thereof to the depositary and will indicate whether we wish the elective distribution to be made available to you. In such case, we will assist the depositary in determining whether such distribution is lawful and reasonably practicable.

The depositary will make the election available to you only if it is reasonably practicable and if we have provided all of the documentation contemplated in the deposit agreement. In such case, the depositary will establish procedures to enable you to elect to receive either cash or additional ADSs in each case as described in the deposit agreement.

If the election is not made available to you, you will receive either cash or additional ADSs, depending on what a holder of ordinary shares would receive upon failing to make an election.

Other Distributions

Whenever we intend to distribute property other than cash, ordinary shares or rights to purchase additional ordinary shares, we will notify the depositary in advance and will indicate whether we wish such distribution to be made to you. If so, we will assist the depositary in determining whether such distribution to holders is lawful and reasonably practicable.

If it is reasonably practicable to distribute such property to you and if we provide all of the documentation contemplated in the deposit agreement, the depositary will distribute the property to the holders in a manner it deems practicable.

The distribution will be made net of fees, expenses, taxes and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes and governmental charges, the depositary may sell all or a portion of the property received.

The depositary will not distribute the property to you and will sell the property if:

- we do not request that the property be distributed to you or if we ask that the property not be distributed to you; or

- we do not deliver satisfactory documents to the depositary; or
- the depositary determines that all or a portion of the distribution to you is not reasonably practicable.

The proceeds of such a sale will be distributed to holders as in the case of a cash distribution.

Redemption

Whenever we decide to redeem any of the securities on deposit with the custodian, we will notify the depositary in advance. If it is practicable and if we provide all of the documentation contemplated in the deposit agreement, the depositary will provide notice of the redemption to the holders.

The custodian will be instructed to surrender the shares being redeemed against payment of the applicable redemption price. The depositary will convert the redemption funds received into U.S. dollars upon the terms of the deposit agreement and will establish procedures to enable holders to receive the net proceeds from the redemption upon surrender of their ADSs to the depositary. You may have to pay fees, expenses, taxes and other governmental charges upon the redemption of your ADSs. If less than all ADSs are being redeemed, the ADSs to be retired will be selected by lot or on a pro rata basis, as the depositary may determine.

Changes Affecting Class A Ordinary Shares

The Class A ordinary shares held on deposit for your ADSs may change from time to time. For example, there may be a change in nominal or par value, a split-up, cancellation, consolidation or reclassification of such Class A ordinary shares or a recapitalization, reorganization, merger, consolidation or sale of assets.

If any such change were to occur, your ADSs would, to the extent permitted by law, represent the right to receive the property received or exchanged in respect of the Class A ordinary shares held on deposit. The depositary may in such circumstances deliver new ADSs to you, amend the deposit agreement, the ADRs and the applicable Registration Statement(s) on Form F-6, call for the exchange of your existing ADSs for new ADSs and take any other actions that are appropriate to reflect as to the ADSs the change affecting the Class A ordinary shares. If the depositary may not lawfully distribute such property to you, the depositary may sell such property and distribute the net proceeds to you as in the case of a cash distribution.

Issuance of ADSs Upon Deposit of Class A Ordinary Shares

Upon the completion of this offering, the Class A ordinary shares that are being offered for sale pursuant to this prospectus will be deposited by us and the selling shareholders with the custodian. Upon receipt of confirmation of such deposit, the depositary will issue ADSs to the underwriters named in this prospectus.

The depositary may create ADSs on your behalf if you or your broker deposit Class A ordinary shares with the custodian. The depositary will deliver these ADSs to the person you indicate only after you pay any applicable issuance fees and any charges and taxes payable for the transfer of Class A ordinary shares to the custodian. Your ability to deposit Class A ordinary shares and receive ADSs may be limited by U.S. and Cayman Islands legal considerations applicable at the time of deposit.

The issuance of ADSs may be delayed until the depositary or the custodian receives confirmation that all required approvals have been given and that the Class A ordinary shares have been duly transferred to the custodian. The depositary will only issue ADSs in whole numbers.

When you make a deposit of Class A ordinary shares, you will be responsible for transferring good and valid title to the depositary. As such, you will be deemed to represent and warrant that:

- the Class A ordinary shares are duly authorized, validly issued, fully paid, non-assessable and legally obtained;
- all preemptive (and similar) rights, if any, with respect to such Class A ordinary shares have been validly waived or exercised;

- you are duly authorized to deposit the Class A ordinary shares;
- the Class A ordinary shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and are not, and the ADSs issuable upon such deposit will not be, "restricted securities" (as defined in the deposit agreement); and
- the Class A ordinary shares presented for deposit have not been stripped of any rights or entitlements.

If any of the representations or warranties are incorrect in any way, we and the depositary may, at your cost and expense, take any and all actions necessary to correct the consequences of the misrepresentations.

Transfer, Combination and Split Up of ADRs

If you hold ADRs, you will be entitled to transfer, combine or split up your ADRs and the ADSs evidenced thereby. For transfers of ADRs, you will have to surrender the ADRs to be transferred to the depositary and also must:

- ensure that the surrendered ADR certificate is properly endorsed or otherwise in proper form for transfer;
- provide such proof of identity and genuineness of signatures as the depositary deems appropriate;
- provide any transfer stamps required by the State of New York or the United States; and
- pay all applicable fees, charges, expenses, taxes and other government charges payable by ADR holders pursuant to the terms of the deposit agreement, upon the transfer of ADRs.

To have your ADRs either combined or split up, you must surrender the ADRs in question to the depositary with your request to have them combined or split up, and you must pay all applicable fees, charges and expenses payable by ADR holders pursuant to the terms of the deposit agreement upon a combination or split up of ADRs.

Withdrawal of Class A Ordinary Shares Upon Cancellation of ADSs

As a holder, you will be entitled to present your ADSs to the depositary for cancellation and then receive the corresponding number of underlying Class A ordinary shares at the custodian's offices. Your ability to withdraw the Class A ordinary shares may be limited by U.S. and Cayman Islands legal considerations applicable at the time of withdrawal. In order to withdraw the Class A ordinary shares represented by your ADSs, you will be required to pay to the depositary the fees for cancellation of ADSs and any charges and taxes payable upon the transfer of the Class A ordinary shares being withdrawn. You assume the risk for delivery of all funds and securities upon withdrawal. Once canceled, the ADSs will not have any rights under the deposit agreement.

If you hold ADSs registered in your name, the depositary may ask you to provide proof of identity and genuineness of any signature and such other documents as the depositary may deem appropriate before it will cancel your ADSs. The withdrawal of the Class A ordinary shares represented by your ADSs may be delayed until the depositary receives satisfactory evidence of compliance with all applicable laws and regulations. Please keep in mind that the depositary will only accept ADSs for cancellation that represent a whole number of securities on deposit.

You will have the right to withdraw the Class A ordinary shares represented by your ADSs at any time except for:

- temporary delays that may arise because (i) the transfer books for the Class A ordinary shares or ADSs are closed or (ii) the Class A ordinary shares are immobilized on account of a shareholders' meeting or a payment of dividends;
- obligations to pay fees, taxes and similar charges; and

- restrictions imposed because of laws or regulations applicable to ADSs or the withdrawal of securities on deposit.

The deposit agreement may not be modified to impair your right to withdraw the securities represented by your ADSs except to comply with mandatory provisions of law.

Voting Rights

As a holder, you generally have the right under the deposit agreement to instruct the depositary to exercise the voting rights for the Class A ordinary shares represented by your ADSs. The voting rights of holders of ordinary shares are described in the section entitled "Description of Share Capital—Ordinary Shares—Voting Rights."

If we ask for your instructions in a timely manner pursuant to the deposit agreement, as soon as practicable after receiving notice of any meeting or solicitation of consents or proxies from us, the depositary will distribute to the registered ADS holders a notice stating such information as is contained in the voting materials received by the depositary and describing how you may instruct the depositary to exercise the voting rights for the shares which underlie your ADSs, including circumstances under which a discretionary proxy may be given to a person designated by us. At our request, the depositary will distribute to you any notice of shareholders' meeting received from us together with information explaining how to instruct the depositary to exercise the voting rights of the securities represented by ADSs.

Voting at our shareholders' meetings is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of our board of directors or any shareholder holding at least 10% of the shares given a right to vote at such meeting, present in person or by proxy. If the depositary timely receives voting instructions from a holder of ADSs, the depositary will endeavor to cause the Class A ordinary shares on deposit to be voted as follows: (a) in the event voting takes place at a shareholders' meeting by show of hands, the depositary will instruct the custodian to vote, directly or by proxy, all Class A ordinary shares on deposit in accordance with the voting instructions received from a majority of the holders of ADSs who provided voting instructions; or (b) in the event voting takes place at a shareholders' meeting by poll, the depositary will instruct the custodian to vote, directly or by proxy, the Class A ordinary shares on deposit in accordance with the voting instructions received from holders of ADSs.

In the event of voting by poll, holders of ADSs in respect of which no timely voting instructions have been received shall be deemed to have instructed the depositary to give a discretionary proxy to a person designated by us to vote the Class A ordinary shares represented by such holders' ADSs; provided, that no such instruction shall be deemed given and no such discretionary proxy shall be given with respect to any matter as to which we inform the depositary that we do not wish such proxy to be given; provided, further, that no such discretionary proxy shall be given (x) with respect to any matter as to which we inform the depositary that (i) there exists substantial opposition, or (ii) the rights of holders of ADSs or the shareholders of our company will be adversely affected and (y) in the event that the vote is on a show of hands.

Please note that the ability of the depositary to carry out voting instructions may be limited by practical and legal limitations and the terms of the securities on deposit. We cannot assure you that you will receive voting materials in time to enable you to return voting instructions to the depositary in a timely manner.

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, pursuant to the deposit agreement, we will give the depositary notice of any such meeting and details concerning the matters to be voted upon at least 30 days in advance of the meeting date, although our post-IPO memorandum and articles of association only otherwise require an advance notice of at least 20 days.

Both shareholders and the depositary (or its proxy) acting on behalf of ADS holders have the option of voting in person or by proxy at a shareholders' meeting.

Fees and Charges

As an ADS holder, you will be required to pay the following service fees to the depositary:

Service	Fees
• Issuance of ADSs	Up to $0.05 per ADS issued
• Cancellation of ADSs	Up to $0.05 per ADS canceled
• Distribution of cash dividends or other cash distributions	Up to $0.05 per ADS held
• Distribution of ADSs pursuant to stock dividends, free stock distributions or exercise of rights.	Up to $0.05 per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to $0.05 per ADS held
• Depositary services	Up to $0.05 per ADS held on the applicable record date(s) established by the depositary
• Transfer of ADRs	$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 depositary 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.

Depositary fees payable upon the issuance and cancellation of ADSs are typically paid to the depositary by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary and by the brokers (on behalf of their clients) delivering the ADSs to the depositary for cancellation. The brokers in turn charge these fees to their clients. Depositary fees payable in connection with distributions of cash or securities to ADS holders and the depositary services fee are charged by the depositary to the holders of record of ADSs as of the applicable ADS record date.

The depositary fees payable for cash distributions are generally deducted from the cash being distributed. In the case of distributions other than cash (such as stock dividends and rights distributions), the depositary charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depositary sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depositary.

In the event of refusal to pay the depositary fees, the depositary may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees from any distribution to be made to the ADS holder.

Note that the fees and charges you may be required to pay may vary over time and may be changed by us and by the depositary. You will receive prior notice of such changes.

The depositary may reimburse us for certain expenses incurred by us in respect of the ADR program established pursuant to the deposit agreement, by making available a portion of the depositary fees charged in respect of the ADR program or otherwise, upon such terms and conditions as we and the depositary may agree from time to time. As described in the deposit agreement, we or the depositary may withhold or deduct from any distributions made in respect of Class A ordinary shares and may sell for the account of a holder any or all of the Class A ordinary shares and apply such distributions and sale proceeds in payment of any taxes (including applicable interest and penalties) or charges that are or may be payable by holders in respect of the ADSs.

Amendments and Termination

We may agree with the depositary to modify the deposit agreement at any time without your consent. We undertake to give holders 30 days' prior notice of any modifications that would materially prejudice any of their substantial rights under the deposit agreement. We will not consider to be materially prejudicial to your substantial rights any modifications or supplements that are reasonably necessary for the ADSs to be registered under the Securities Act or to be eligible for book-entry settlement, in each case without imposing or increasing the fees and charges you are required to pay. In addition, we may not be able to provide you with prior notice of any modifications or supplements that are required to accommodate compliance with applicable provisions of law.

You will be bound by the modifications to the deposit agreement if you continue to hold your ADSs after the modifications to the deposit agreement become effective. The deposit agreement cannot be amended to prevent you from withdrawing the Class A ordinary shares represented by your ADSs (except as permitted by law).

We have the right to direct the depositary to terminate the deposit agreement. Similarly, the depositary may in certain circumstances on its own initiative terminate the deposit agreement. In either case, the depositary must give notice to the holders at least 30 days before termination. Until termination, your rights under the deposit agreement will be unaffected.

After termination, the depositary will continue to collect distributions received (but will not distribute any such property until you request the cancellation of your ADSs) and may sell the securities held on deposit. After the sale, the depositary will hold the proceeds from such sale and any other funds then held for the holders of ADSs in a non-interest bearing account. At that point, the depositary will have no further obligations to holders other than to account for the funds then held for the holders of ADSs still outstanding (after deduction of applicable fees, taxes and expenses).

Books of Depositary

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the ADSs and the deposit agreement.

The depositary will maintain facilities in New York to record and process the issuance, cancellation, combination, split-up and transfer of ADSs. These facilities may be closed from time to time, to the extent not prohibited by law.

Limitations on Obligations and Liabilities

The deposit agreement limits our obligations and the depositary's obligations to you. It also limits our liability and the liability of the depositary. Please note the following:

- We and the depositary are obligated only to take the actions specifically stated in the deposit agreement without negligence or bad faith.
- The depositary disclaims any liability for any failure to carry out voting instructions, for any manner in which a vote is cast or for the effect of any vote, provided it acts in good faith and in accordance with the terms of the deposit agreement.
- The depositary disclaims any liability for any failure to determine the lawfulness or practicality of any action, for the content of any document forwarded to you on our behalf or for the accuracy of any translation of such a document, for the investment risks associated with investing in ordinary shares, for the validity or worth of the ordinary shares, for any tax consequences that result from the ownership of ADSs, for the credit-worthiness of any third party, for allowing any rights to lapse under the terms of the deposit agreement, for the timeliness of any of our notices or for any failure by us to give notice.
- We and the depositary will not be obligated to perform any act that is inconsistent with the terms of the deposit agreement.
- We and the depositary disclaim any liability if we or the depositary are prevented or forbidden from or subject to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement, by reason of any provision, present or future of any law or regulation, or by reason of present or future provision of any provision of our articles of association, or any provision of or governing the securities on deposit, or by reason of any act of God or war or other circumstances beyond our control.
- We and the depositary disclaim any liability by reason of any exercise of, or failure to exercise, any discretion provided for the deposit agreement or in our articles of association or in any provisions of or governing the securities on deposit.
- We and the depositary further disclaim any liability for any action or inaction in reliance on the advice or information received from legal counsel, accountants, any person presenting ordinary shares for deposit, any holder of ADSs or authorized representatives thereof, or any other person believed by either of us in good faith to be competent to give such advice or information.
- We and the depositary also disclaim liability for the inability of a holder to benefit from any distribution, offering, right or other benefit that is made available to holders of ordinary shares but is not, under the terms of the deposit agreement, made available to you.
- We and the depositary may rely without any liability upon any written notice, request or other document believed to be genuine and to have been signed or presented by the proper parties.
- We and the depositary also disclaim liability for any consequential or punitive damages for any breach of the terms of the deposit agreement.

Pre-Release Transactions

Subject to the terms and conditions of the deposit agreement, the depositary may issue to broker/dealers ADSs before receiving a deposit of Class A ordinary shares or release Class A ordinary shares to broker/dealers before receiving ADSs for cancellation. These transactions are commonly referred to as "pre-release transactions," and are entered into between the depositary and the applicable broker/dealer. The deposit agreement limits the aggregate size of pre-release transactions (not to exceed 30% of the shares or deposit in the aggregate) and imposes a number of conditions on such transactions (i.e., the need to receive collateral, the type of collateral required, the representations required from brokers, etc.). The deposit agreement states that the pre-

release transaction must at all times be fully collateralized with cash, U.S. government securities or such other collateral as the depositary deems appropriate. The depositary may retain the compensation received from the pre-release transactions.

Taxes

You will be responsible for the taxes and other governmental charges payable on the ADSs and the securities represented by the ADSs. We, the depositary and the custodian may deduct from any distribution the taxes and governmental charges payable by holders and may sell any and all property on deposit to pay the taxes and governmental charges payable by holders. You will be liable for any deficiency if the sale proceeds do not cover the taxes that are due.

The depositary may refuse to issue ADSs, to deliver, transfer, split and combine ADRs or to release securities on deposit until all taxes and charges are paid by the applicable holder. The depositary and the custodian may take reasonable administrative actions to obtain tax refunds and reduced tax withholding for any distributions on your behalf. However, you may be required to provide to the depositary and to the custodian proof of taxpayer status and residence and such other information as the depositary and the custodian may require to fulfill legal obligations. You are required to indemnify us, the depositary and the custodian for any claims with respect to taxes based on any tax benefit obtained for you.

Foreign Currency Conversion

The depositary will arrange for the conversion of all foreign currency received into U.S. dollars if such conversion is practical, and it will distribute the U.S. dollars in accordance with the terms of the deposit agreement. You may have to pay fees and expenses incurred in converting foreign currency, such as fees and expenses incurred in complying with currency exchange controls and other governmental requirements.

If the conversion of foreign currency is not practical or lawful, or if any required approvals are denied or not obtainable at a reasonable cost or within a reasonable period, the depositary may take the following actions in its discretion:

- Convert the foreign currency to the extent practical and lawful and distribute the U.S. dollars to the holders for whom the conversion and distribution is lawful and practical.
- Distribute the foreign currency to holders for whom the distribution is lawful and practical.
- Hold the foreign currency (without liability for interest) for the applicable holders.

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, we will have 53,100,000 ADSs outstanding, representing approximately 13.4% of our outstanding ordinary shares, assuming (i) the underwriters do not exercise their option to purchase additional ADSs and (ii) 33,000,000 Class A ordinary shares will be issued to a group of third-party investors through concurrent private placements, which share number has been calculated based on the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus. All of the ADSs sold in this offering will be freely transferable by persons other than by our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial amounts of our ADSs in the public market could adversely affect prevailing market prices of our ADSs. Prior to this offering, there has been no public market for our ordinary shares or the ADSs, and although we have applied to list the ADSs on the NYSE, we cannot assure you that a regular trading market will develop for the ADSs. We do not expect that a trading market will develop for our ordinary shares not represented by the ADSs.

Lock-up Agreements

We have agreed that we will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of (including entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequence of ownership interests), directly or indirectly, any of our ADSs or ordinary shares or any securities that are convertible into or exchangeable for, or that represent the right to receive, our ADSs or ordinary shares or any substantially similar securities, without the prior written consent of the representatives of the underwriters for a period ending 180 days after the date of this prospectus, except issuances pursuant to the exercise of employee share options outstanding on the date hereof and certain other exceptions. However, in the event that either (1) during the last 17 days of the "lock-up" period, we release earnings results or announce any material news or a material event or (2) prior to the expiration of the "lock-up" period, we announce that we will release earnings results during the 16-day period following the last day of the "lock-up" period, then in each case the "lock-up" period will be automatically extended until the expiration of the 18-day period beginning on the date of the release of the earnings results or the announcement of the material news or material event, as applicable, unless the representatives waive, in writing, such an extension.

All of our executive officers, directors, and our principal existing shareholders have agreed that, subject to certain exceptions, not to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of (including entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequence of ownership interests), directly or indirectly, any of our ADSs or ordinary shares or any securities that are convertible into or exchangeable for, or that represent the right to receive, our ADSs or ordinary shares or any substantially similar securities, without the prior written consent of the representatives for a period ending 180 days after the date of this prospectus. However, in the event that either (i) during the last 17 days of the relevant "lock-up" period, we release earnings results or announce any material news or a material event or (ii) prior to the expiration of the "lock-up" period, we announce that we will release earnings results during the 16-day period following the last day of the "lock-up" period, then in each case the "lock-up" period will be automatically extended until the expiration of the 18-day period beginning on the date of the release of the earnings results or the announcement of the material news or material event, as applicable, unless the representatives waive, in writing, such an extension. After the expiration of the 180-day period, the ordinary shares or ADSs held by our principal existing shareholders, executive officers and directors may be sold subject to the restrictions under Rule 144 under the Securities Act or by means of registered public offerings.

In addition, we have instructed Citibank, N.A., as depositary, not to accept any deposit of ordinary shares or issue any ADSs for 180 days after the date of this prospectus (other than in connection with this offering), unless we otherwise instruct the depositary with the prior written consent of the representatives of the underwriters.

Rule 144

All of our ordinary shares outstanding prior to this offering are "restricted securities" as that term is defined in Rule 144 under the Securities Act and may be sold publicly in the United States only if they are subject to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirement such as those provided by Rule 144 and Rule 701 promulgated under the Securities Act. In general, under Rule 144 as currently in effect, beginning 90 days after the date of this prospectus, a person (or persons whose shares are aggregated) who at the time of a sale is not, and has not been during the three months preceding the sale, an affiliate of us and has beneficially owned our restricted securities for at least six months will be entitled to sell the restricted securities without registration under the Securities Act, subject only to the availability of current public information about us, and will be entitled to sell restricted securities beneficially owned for at least one year without restriction. Persons who are our affiliates and have beneficially owned our restricted securities for at least six months may sell within any three-month period a number of restricted securities that does not exceed the greater of the following:

- 1% of the then outstanding ordinary shares, in the form of ADSs or otherwise, which will equal approximately 11.9 million ordinary shares immediately after this offering, assuming the underwriters do not exercise their option to purchase additional ADSs; or
- the average weekly trading volume of our ordinary shares, in the form of ADSs or otherwise, during the four calendar weeks preceding the date on which notice of the sale is filed with the U.S. Securities and Exchange Commission.

Sales by our affiliates under Rule 144 are also subject to certain requirements relating to manner of sale, notice and the availability of current public information about us.

Rule 701

In general, under Rule 701 of the Securities Act as currently in effect, each of our employees, consultants or advisors who purchases our ordinary shares from us in connection with a compensatory stock plan or other written agreement executed prior to the completion of this offering is eligible to resell such ordinary shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

Registration Rights

Upon completion of this offering, certain holders of our ordinary shares or their transferees will be entitled to request that we register their shares under the Securities Act, following the expiration of the lock-up agreements described above. See "Description of Share Capital—Registration Rights."

TAXATION

The following summary of the material Cayman Islands, PRC and United States federal income tax consequences of an investment in our ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this prospectus, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ADSs or ordinary shares, such as the tax consequences under state, local and other tax laws. To the extent that the discussion relates to matters of Cayman Islands tax law, it represents the opinion of Appleby, our special Cayman Islands counsel; to the extent it relates to PRC tax law, it is the opinion of TransAsia Lawyers, our special PRC counsel; and to the extent that the discussion states definitive legal conclusions under United States federal income tax law as to the material United States federal income tax consequences of an investment in our ADSs or ordinary shares, and subject to the qualifications herein, it represents the opinion of Skadden, Arps, Slate, Meagher & Flom LLP, our special United States counsel.

Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. The Cayman Islands is not party to any double tax treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

People's Republic of China Taxation

We are a holding company incorporated in the Cayman Islands, which holds 100% of our equity interests in our PRC subsidiary indirectly through CIAC. Our business operations are principally conducted through our PRC subsidiary. The New EIT Law and its implementation rules, both of which became effective on January 1, 2008, provide 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 New EIT 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 New EIT 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 New EIT 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 "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 New EIT Law, which would have a material adverse effect on our results of operations."

Material United States Federal Income Tax Considerations

The following is a discussion of the material 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 will acquire our ADSs or ordinary shares in the offering and will hold 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 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 properly classified as a non-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 classified as 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, or the asset test. 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, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi 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 are not the owner of the above entities for the Unites States federal income tax purposes, we would likely be treated as a PFIC for the 2012 taxable year and any subsequent taxable year.

A non-United States corporation that is a "controlled foreign corporation," or CFC, for United States federal income tax purposes may be required to use the adjusted basis of its assets in applying the PFIC asset test, which may increase the likelihood that it qualifies as a PFIC. The legislative history to the special PFIC adjusted basis rule can be read as intending for the rule to apply only to United States persons that own at least 10% of the voting stock of the non-U.S. corporation; however, this limitation is not reflected in the statute. We would be treated as a CFC for any year on any day of which U.S. Holders each own (directly, indirectly or by attribution) at least 10% of our voting shares and together own more than 50% of the total combined voting power of all classes of our voting shares or more than 50% of the total value of our shares (the "CFC Ownership Test"). Hence, although we believe that our U.S. Holders do not satisfy the CFC Ownership Test currently, and it is not clear that they did for any prior portion of 2011, it is possible that they might be so treated. Therefore, if we are

treated as a controlled foreign corporation for United States federal income tax purposes for any portion of our taxable year that includes this offering, we would likely be classified as a PFIC. If we are so classified, 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 (as is expected for 2012 and subsequent taxable years) and the U.S. Holder makes a "deemed sale" election or "deemed dividend" 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"). If you make a "deemed dividend" election, you will be required to include in income as a deemed dividend your pro-rata share of our earnings and profits accumulated during any portion of your holding period ending at the close of the termination date and attributable to the ADSs or ordinary shares held on the termination date. Any gain from such deemed sale or any income from such deemed dividend would be subject to the consequences described below under "—Passive Foreign Investment Company Rules." If we are not profitable (as determined for financial reporting purposes) for 2011, the deemed dividend election may not have any adverse United States federal income tax effect on you. Financial reporting accounting is different, however, from the computation of net income and earnings and profits under the Code. You are urged to consult your tax adviser regarding our possible status as a PFIC as well as the benefit of making an actual or protective deemed dividend election or deemed sale election.

Assuming that we are the owner of Qianxiang Tiancheng, Qianxiang Wangjing, Qianxiang Changda and Beijing Nuomi for United States federal income tax purposes, we primarily operate as a provider of real name social networking services and other internet services. Although the law in this area is in many instances unclear, based on our current income and assets and projections as to the value of our ADSs and outstanding ordinary shares pursuant to this offering, we do not expect to be classified as a PFIC for the 2012 taxable year or the foreseeable future thereafter. While we do not anticipate PFIC status for such years, because the value of our assets for purposes of the asset test will generally be determined by reference to the market price of our ADSs or ordinary shares, fluctuations in the market price of our ADSs or ordinary shares may cause us to be PFIC for the 2012 or subsequent taxable years. In estimating the value of our goodwill and other unbooked intangible assets, we have taken into account our anticipated market capitalization following the closing of this offering. Among other matters, if our market capitalization is less than anticipated or subsequently declines, we may be classified as a PFIC for the 2012 taxable year or subsequent taxable years. We expect to file annual reports on Form 20-F with the U.S. Securities and Exchange Commission in which we will update our expectations as to whether or not we anticipate being a PFIC for such year.

The composition of our income and our assets will also be affected by (i) future growth in activities that may potentially produce passive income, and (ii) how, and how quickly, we spend our liquid assets and the cash raised in this offering. 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 becoming classified as a PFIC may substantially increase.

Furthermore, because there are uncertainties in the application of the relevant rules, it is possible that the IRS may successfully challenge our classification of certain income and assets as non-passive, which may result in our company being classified as a PFIC for the 2012 taxable year or subsequent taxable years. Because PFIC status is a fact-intensive determination made on an annual basis and will depend upon the composition of our assets and income, and the value of our tangible and intangible assets from time to time, no assurance can be given that we are not or will not become classified as a PFIC.

The discussion below under "Dividends" and "Sale or Other Disposition of ADSs or Ordinary Shares" is written on the basis that we will not be classified as a PFIC for United States federal income tax purposes. The United States federal income tax rules that apply if we are classified as a PFIC for the 2011 taxable year or subsequent taxable years are generally discussed below under "Passive Foreign Investment Company Rules."

Dividends

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 depositary, 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. For taxable years beginning before January 1, 2013, 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 a maximum United States federal tax rate of 15% 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. We have applied to list the ADSs on the NYSE. Provided the listing is approved on the NYSE, which is an established securities market in the United States, the ADSs are expected to be 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 New EIT 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.

Sale or Other Disposition of ADSs or Ordinary Shares

Subject to the discussion below under "Passive Foreign Investment Company Rules," a U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the 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 classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, and unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special 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;
- 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;
- amounts allocated to each prior taxable year, other than the current taxable year or a pre-PFIC year, will be subject to tax at the highest tax rate in effect applicable to you for that year; and
- interest charge generally applicable to underpayments of tax will be imposed on the tax attributable to each prior taxable year, other than the current taxable year or a pre-PFIC year.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our 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 classified as a PFIC (each such subsidiary, a lower tier PFIC) for purposes of the application of these rules. 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 may make a mark-to-market election with respect to our ADSs, but not our ordinary shares, provided that the listing of the ADSs on the NYSE is approved and that the ADSs 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 classified as a PFIC and continues to hold such ADSs or ordinary shares (or any portion thereof) and has not previously determined to make a mark-to-market election, and 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" or

"deemed dividend" election, as discussed above under "—Passive Foreign Investment Company Considerations."

Because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for 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 must file an annual IRS Form 8621 or such other form as is 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 if we are or become classified as a PFIC, including the possibility of making a mark-to-market election and the unavailability of the election to treat us as a qualified electing fund.

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 currently at a rate of 28%. 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.

Pursuant to the Hiring Incentives to Restore Employment Act enacted on March 18, 2010, in taxable years beginning after the date of enactment, an individual U.S. Holder and certain entities may be required to submit to the IRS certain information with respect to his or her beneficial ownership of the ADSs or ordinary shares, if such ADSs or ordinary shares are not held on his or her behalf by a financial institution. This new law also imposes penalties if an individual U.S. Holder is required to submit such information to the IRS and fails to do so.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. International plc, Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC are acting as representatives, have severally agreed to purchase, and we and the selling shareholders have agreed to sell to them the number of ADSs indicated in the table below:

Name	Number of ADSs
Morgan Stanley & Co. International plc	
Deutsche Bank Securities Inc.	
Credit Suisse Securities (USA) LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Jefferies & Company, Inc.	
Pacific Crest Securities LLC	
Oppenheimer & Co. Inc.	
Total	53,100,000

The underwriters are offering the ADSs subject to their acceptance of the ADSs from us and the selling shareholders and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the ADSs offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated, severally and not jointly, to take and pay for all of the ADSs offered by this prospectus if any such ADSs are taken. However, the underwriters are not required to take or pay for the ADSs covered by the underwriters' over-allotment option described below. If an underwriter defaults, the underwriting agreement provides that the underwriting commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated.

The underwriters initially propose to offer part of the ADSs directly to the public at the public offering price set forth on the cover page of this prospectus and part of the ADSs to certain dealers at a price that represents a concession not in excess of US$ per ADS under the public offering price. Any such dealers may resell ADSs to certain other brokers or dealers at a discount of up to US$ per ADS. After the initial offering of the ADSs, the offering price and other selling terms may from time to time be varied by the representatives.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an additional 7,965,000 ADSs from us at the public offering price set forth on the cover page of this prospectus, less the underwriting discounts and commissions. The underwriters may exercise such option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the ADSs offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase additional ADSs approximately proportionate to each underwriter's initial amount reflected in the table above.

If the underwriters' option is exercised in full, the total price to the public of all the ADSs sold would be US$, the total underwriting discounts and commissions would be US$, and the net proceeds to us would be approximately US$ (after deducting the estimated offering expenses payable by us).

The following table shows per ADS and total underwriting discounts and commissions to be paid by us in connection with this offering. These amounts are shown assuming both no exercise and full exercise of the underwriters' over-allotment option.

	Per ADS		Total	
	No Exercise	Full Exercise	No Exercise	Full Exercise
Underwriting discounts and commissions	US$	US$	US$	US$

The expenses of this offering, not including underwriting discounts and commissions, are estimated to be approximately US$4.5 million and a certain amount of such expenses will be paid or reimbursed by the underwriters.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed five percent of the total number of ADSs offered by them.

Some of the underwriters are expected to make offers and sales both inside and outside the United States through their respective selling agents. Any offers and sales in the United States will be conducted by broker-dealers registered with the SEC. We have been advised that Morgan Stanley & Co. International plc expects to make offers and sales in the United States through its registered broker-dealer in the United States, Morgan Stanley & Co. Incorporated.

We have applied to have our ADSs listed on the NYSE under the symbol “RENN”.

Each of our directors and officers and our principal existing shareholders and we have agreed that, without the prior written consent of the representatives on behalf of the underwriters, he, she or it will not, during the period ending 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any ordinary shares or ADSs or any other securities convertible into or exercisable or exchangeable for ordinary shares or ADSs; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the ordinary shares or ADSs,

whether any such transaction described above is to be settled by delivery of ordinary shares or ADSs or such other securities, in cash or otherwise.

For each of our directors and officers and our principal existing shareholders, the restrictions described in the preceding paragraph do not apply to transactions relating to ordinary shares, ADSs or other securities acquired in open market transactions after the completion of this offering and certain other exceptions. For us, the restrictions described in the preceding paragraph do not apply to the sale of ordinary shares or ADSs in this offering, the grant of options to purchase ordinary shares under any of our equity incentive plans and certain other exceptions.

In addition, each of our directors and executive officers and our principal existing shareholders have agreed that, without the prior written consent of the representatives on behalf of the underwriters, he, she or it will not, for a period of 180 days after the date of this prospectus, make any demand for, or exercise any right with respect to, the registration of any ordinary shares or ADSs or any securities convertible into or exercisable or exchangeable for ordinary shares or ADSs.

The 180-day restricted period described in the preceding paragraphs will be extended if:

- during the last 17 days of the 180-day restricted period, we issue an earnings release or material news or a material event relating to our company occurs; or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period.

In each of the above cases, the restrictions described in the preceding paragraph will continue to apply until the expiration of the 18-day period beginning on the date of issuance of the earnings release or the occurrence of the material news or material event.

In addition, we have instructed Citibank, N.A., as depositary, not to accept any deposit of ordinary shares or issue any ADSs for 180 days after the date of this prospectus (other than in connection with this offering), unless we otherwise instruct the depositary with the prior written consent of the representatives of the underwriters.

In order to facilitate the offering of our ADSs, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of our ADSs. Specifically, the underwriters may sell more ADSs than they are obligated to purchase under the underwriting agreement, creating a short position in our ADSs for their own account. A short sale is “covered” if the short position is no greater than the number of ADSs available for

purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing ADSs in the open market. In determining the source of ADSs to close out a covered short sale, the underwriters will consider, among other things, the open market price of ADSs compared to the price available under the over-allotment option. The underwriters may also sell ADSs in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our ADSs in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, our ADSs in the open market to stabilize the price of our ADSs. The underwriting syndicate may also reclaim selling concessions allowed to an underwriter or a dealer for distributing the ADSs in this offering, if the syndicate repurchases previously distributed ADSs to cover a syndicate short position or to stabilize the price of the ADSs. These activities may raise or maintain the market price of the ADSs above independent market levels. Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our ADSs. The underwriters are not required to engage in these activities and may end any of these activities at any time.

From time to time, certain of the underwriters or their affiliates may provide investment banking and other financial services to us, our affiliates or employees, for which they may in the future receive customary fees and commissions.

We and the selling shareholders have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or contribute to payments that an indemnified person may be required to make in respect of any of these liabilities.

Concurrently with, and subject to, the completion of this offering, a group of unrelated third-party investors have agreed to purchase from us, severally but not jointly, an aggregate of US$110 million in Class A ordinary shares at a price per share equal to the initial public offering price adjusted to reflect the ADS-to-ordinary share ratio. Assuming an initial offering price of US$10.00 per ADS, the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus, these investors will purchase a total of 33,000,000 Class A ordinary shares from us. These investors consist of entities affiliated with Alibaba Group, China Media Capital and CITIC Securities, which have agreed to purchase US$30 million, US$34 million and US$46 million, respectively, of our Class A ordinary shares. These placements are being made pursuant to an exemption from registration with the U.S. Securities and Exchange Commission under Regulation S of the Securities Act. All of these investors have agreed with the underwriters not to, directly or indirectly, sell, transfer or dispose of any Class A ordinary shares acquired in the private placements for a period of 180 days after the date of this prospectus.

At our request, the underwriters have reserved for sale, at the initial public offering price, up to an aggregate of 3,717,000 ADSs offered in this prospectus to our directors, officers, employees, business associates and related persons. Any sale to these persons will be made by Morgan Stanley & Co International plc or its affiliates through a directed share program. We do not know if these persons will choose to purchase all or any portion of these reserved ADSs, but any purchases they make will reduce the number of ADSs available for sale to the general public. Any reserved ADSs which are not so purchased will be offered by the underwriters to the general public on the same basis as the ADSs being offered in this prospectus.

The address of Morgan Stanley & Co. International plc is 25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom. The address of Deutsche Bank Securities Inc. is 60 Wall Street, New York, New York, 10005, United States. The address of Credit Suisse Securities (USA) LLC is Eleven Madison Avenue, New York, New York 10010, United States.

Raine Securities LLC is acting as our financial advisor in connection with this offering. Raine Securities LLC has provided advice and assistance with respect to certain matters associated with the initial public offering process. Neither Raine Securities LLC nor any of its affiliates is acting as an underwriter of this offering. Upon the successful completion of this offering, we will pay Raine Securities LLC a fee of approximately US$250,000 in cash consideration for their services.

Pricing of the Offering

Prior to this offering, there has been no public market for our ordinary shares or ADSs. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. Among the factors to be considered in determining the initial public offering price will be the future prospects of our company and the industry in general, sales, earnings and certain other financial and operating information of our company in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to those of our company. The estimated initial public offering price range set forth on the cover page of this prospectus is subject to change as a result of market conditions and other factors.

Electronic Offer, Sale and Distribution of ADSs

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail. In addition, the underwriters may be facilitating internet distribution for this offering to certain of their internet subscription customers. An electronic prospectus may be available on the internet websites maintained by the underwriters. Other than the prospectus in electronic format, the information on the websites of the underwriters is not part of this prospectus.

Selling Restrictions

No action has been taken in any jurisdiction (except in the United States) that would permit a public offering of the ADSs, or the possession, circulation or distribution of this prospectus or any other material relating to us or the ADSs in any jurisdiction where action for that purpose is required. Accordingly, the ADSs may not be offered or sold, directly or indirectly, and neither this prospectus nor any other offering material relating to the ADSs may be distributed or published, in or from any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations thereof.

Australia. This prospectus is not a product disclosure statement, prospectus or other type of disclosure document for the purposes of Corporations Act 2001 (Commonwealth of Australia) (the “Act”) and does not purport to include the information required of a product disclosure statement, prospectus or other disclosure document under Chapter 6D.2 of the Act. No product disclosure statement, prospectus, disclosure document, offering material or advertisement in relation to the offer of the ADSs has been or will be lodged with the Australian Securities and Investments Commission or the Australian Securities Exchange.

Accordingly, (1) the offer of the ADSs under this prospectus may only be made to persons: (i) to whom it is lawful to offer the ADSs without disclosure to investors under Chapter 6D.2 of the Act under one or more exemptions set out in Section 708 of the Act; and (ii) who are “wholesale clients” as that term is defined in section 761G of the Act; (2) this prospectus may only be made available in Australia to persons as set forth in clause (1) above; and (3) by accepting this offer, the offeree represents that the offeree is such a person as set forth in clause (1) above, and the offeree agrees not to sell or offer for sale any of the ADSs sold to the offeree within 12 months after their issue except as otherwise permitted under the Act.

Canada. The ADSs may not be offered, sold or distributed, directly or indirectly, in any province or territory of Canada or to or for the benefit of any resident of any province or territory of Canada, except pursuant to an exemption from the requirement to file a prospectus in the province or territory of Canada in which such offer,

sale or distribution is made, and only through a dealer duly registered under the applicable securities laws of that province or territory or in accordance with an exemption from the applicable registered dealer requirements.

Cayman Islands. This prospectus does not constitute an invitation or offer to the public in the Cayman Islands of the ADSs or ordinary shares, whether by way of sale or subscription. The underwriters have not offered or sold, and will not offer or sell, directly or indirectly, any ADSs or ordinary shares to the public in the Cayman Islands.

European Economic Area. In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date"), an offer of the ADSs has not been made or will not be made to the public in that Relevant Member State prior to the publication of a prospectus in relation to the ADSs which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of the ADSs to the public in that Relevant Member State at any time:

(a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last (or, in Sweden, its last two) annual or consolidated accounts;

(c) to fewer than 100, or, if the Relevant Member State has implemented the Amendment Directive, 150, natural or legal persons (other than qualified investors as defined under the Prospectus Directive), subject to the prior consent of the underwriter in charge of the placement appointed by the company for such an offer, according to Article 3.2(b) of the Prospectus Directive and 1.3(a)(i) of the Amending Prospectus Directive; or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of ADSs shall result in a requirement for the publication by the company of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, (i) the expression an "offer to the public" in relation to any ADSs in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any ADSs to be offered so as to enable an investor to decide to purchase any ADSs, as the same may be varied in that member state by any measure implementing the Prospectus Directive in that member state (ii) the expression "Prospectus Directive" means Directive 2003/7 1/EC and includes any relevant implementing measure in each Relevant Member State and (iii) the expression "Amendment Directive" means Directive 2010/73/EU of the European Parliament and of the Council of November 24, 2010.

Hong Kong. The ADSs have not been offered and will not be offered other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or in circumstances which do not constitute an offer to the public within the meaning of Companies Ordinance (Cap. 32) of Hong Kong; and the underwriters have not issued and will not issue any advertisement, invitation or document relating to the ADSs, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under the Ordinance.

Israel. In the State of Israel, the ADSs offered hereby may not be offered to any person or entity other than the following:

(a) a fund for joint investments in trust (i.e., mutual fund), as such term is defined in the Law for Joint Investments in Trust, 5754-1994, or a management company of such a fund;

(b) a provident fund as defined in Section 47(a)(2) of the Income Tax Ordinance of the State of Israel, or a management company of such a fund;

(c) an insurer, as defined in the Law for Oversight of Insurance Transactions, 5741-1981, a banking entity or satellite entity, as such terms are defined in the Banking Law (Licensing), 5741-1981, other than a joint services company, acting for their own account or for the account of investors of the type listed in Section 15A(b) of the Securities Law 1968;

(d) a company that is licensed as a portfolio manager, as such term is defined in Section 8(b) of the Law for the Regulation of Investment Advisors and Portfolio Managers, 5755-1995, acting on its own account or for the account of investors of the type listed in Section 15A(b) of the Securities Law 1968;

(e) a company that is licensed as an investment advisor, as such term is defined in Section 7(c) of the Law for the Regulation of Investment Advisors and Portfolio Managers, 5755-1995, acting on its own account;

(f) a company that is a member of the Tel Aviv Stock Exchange, acting on its own account or for the account of investors of the type listed in Section 15A(b) of the Securities Law 1968;

(g) an underwriter fulfilling the conditions of Section 56(c) of the Securities Law, 5728-1968;

(h) a venture capital fund (defined as an entity primarily involved in investments in companies which, at the time of investment, (i) are primarily engaged in research and development or manufacture of new technological products or processes and (ii) involve above-average risk);

(i) an entity primarily engaged in capital markets activities in which all of the equity owners meet one or more of the above criteria; and

(j) an entity, other than an entity formed for the purpose of purchasing the ADSs in this offering, in which the shareholders equity (including pursuant to foreign accounting rules, international accounting regulations and U.S. generally accepted accounting rules, as defined in the Securities Law Regulations (Preparation of Annual Financial Statements), 1993) is in excess of NIS 250 million.

Any offeree of the ADSs offered hereby in the State of Israel shall be required to submit written confirmation that it falls within the scope of one of the above criteria. This prospectus will not be distributed or directed to investors in the State of Israel who do not fall within one of the above criteria.

Japan. The ADSs have not been and will not be registered under the Financial Instruments and Exchange Law of Japan as amended. The ADSs have not been offered or sold and will not be offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term shall mean any person resident in Japan or any corporation or other entity organized under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law of Japan and other applicable laws, regulations and governmental guidelines in Japan.

People's Republic of China. This prospectus has not been and will not be circulated or distributed in the PRC, and the ADSs may not be offered or sold, and will not be offered or sold, directly or indirectly, to any resident of the PRC or to persons for re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. For the purposes of this paragraph, the PRC does not include Taiwan or the Special Administrative Regions of Hong Kong and Macau.

Singapore. This prospectus has not been and will not be lodged with or registered as a prospectus by the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or the invitation for subscription or purchase of the ADSs may not be issued, circulated or distributed, nor may the ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor as defined under Section 4A(1)(c) of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA") and pursuant to Section 274 of the SFA, (ii) to a relevant person as defined under Section 275(2) of the SFA and pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions, specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of any other applicable provision of the SFA.

Where the ADSs are initially subscribed or purchased pursuant to an offer made in reliance on the exemptions under Sections 274 and 275 of the SFA, within the period of six months from the date of the initial subscription or purchase, these ADSs should only be sold in Singapore to institutional investors, relevant persons or any person pursuant to Section 275(1A) of the SFA.

Where the ADSs are subscribed for or purchased under Section 275 of the SFA by a relevant person that is:

(a) a corporation (which is not an accredited investor as defined under Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the ADSs under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person, or to any person arising from an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions, specified in Section 275 of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law; or

(iv) as specified in Section 276(7) of the SFA.

Switzerland. The ADSs will not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to our company or the ADSs have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of the ADSs will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of the ADSs has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the "CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the ADSs.

United Arab Emirates and Dubai International Financial Centre. This offering of the ADSs has not been approved or licensed by the Central Bank of the United Arab Emirates (the "UAE"), the Emirates Securities and Commodities Authority or any other relevant licensing authority in the UAE, including any licensing authority incorporated under the laws and regulations of any of the free zones established and operating in the territory of the UAE, in particular the Dubai Financial Services Authority (the "DFSA"), a regulatory authority of the Dubai International Financial Centre (the "DIFC"). This offering does not constitute a public offer of securities in the UAE, DIFC and/or any other free zone in accordance with the Commercial Companies Law, Federal Law No. 8 of 1984 (as amended), DFSA Offered Securities Rules and the Dubai International Financial Exchange Listing Rules, respectively, or otherwise.

The ADSs may not be offered to the public in the UAE and/or any of the free zones. The ADSs may be offered and this prospectus may be issued, only to a limited number of investors in the UAE or any of its free zones who qualify as sophisticated investors under the relevant laws and regulations of the UAE or the free zone concerned. The ADSs will not be offered, sold, transferred or delivered to the public in the UAE or any of its free zones.

United Kingdom. This prospectus does not constitute a prospectus for the purposes of the prospectus rules issued by the UK Financial Services Authorities (the "FSA"), pursuant to section 84 of the Financial Services and Markets Act 2000 (as amended, the "FSMA"), and has not been filed with the FSA. The ADSs may not be offered or sold and will not be offered or sold to the public in the United Kingdom (within the meaning of section 102B of the FSMA) save in the circumstances where it is lawful to do so without an approved prospectus (with the meaning of the section 85 of the FSMA) being made available to the public before the offer is made. In addition, no person may communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale or any ADSs except in circumstances in which section 21(1) of the FSMA does not apply to the company. This prospectus is directed only at (i) persons who are outside the United Kingdom and (ii) persons having professional experience in matters relating to investments who fall within the definition of "investment professionals" in Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "FPO"), or (iii) high net worth bodies corporate, unincorporated associations and partnerships and trustees of high value trusts as described in Article 49 of the FPO.

Any investment or investment activity to which this prospectus relates is only available to and will only be engaged in with such persons and persons who do not fall within (ii) or (iii) above should not rely on or act upon this communication.

EXPENSES RELATING TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discounts and commissions, that we expect to incur in connection with this offering. With the exception of the SEC registration fee, FINRA filing fee and the NYSE listing fee, all amounts are estimates. A portion of the expenses will be reimbursed by the underwriters.

SEC registration fee	US$	77,986
FINRA filing fee		67,672
NYSE listing fee		125,000
Printing expenses		300,000
Legal fees and expenses		2,500,000
Accounting fees and expenses		900,000
Miscellaneous		500,000
Total		4,470,658

LEGAL MATTERS

We are being represented by Skadden, Arps, Slate, Meagher & Flom LLP with respect to certain legal matters as to United States federal securities and New York State law. The underwriters are being represented by Shearman & Sterling LLP with respect to certain legal matters as to United States federal securities and New York State law. The validity of the ordinary shares represented by the ADSs offered in this offering will be passed upon for us by Appleby. Certain legal matters as to PRC law will be passed upon for us by TransAsia Lawyers and for the underwriters by Commerce & Finance Law Offices. Skadden, Arps, Slate, Meagher & Flom LLP may rely upon Appleby with respect to matters governed by Cayman Islands law and TransAsia Lawyers with respect to matters governed by PRC law. Shearman & Sterling LLP may rely upon Commerce & Finance Law Offices with respect to matters governed by PRC law.

EXPERTS

Our consolidated financial statements and the related financial statement schedule as of December 31, 2009 and 2010 and for each of the three years ended December 31, 2010, included in this prospectus, have been audited by Deloitte Touche Tohmatsu CPA Ltd., an independent registered public accounting firm, as stated in their report appearing herein. Such financial statements and financial statement schedule have been so included in reliance upon the report of such firm given on their authority as experts in accounting and auditing.

The offices of Deloitte Touche Tohmatsu CPA Ltd. are located at 8/F, Deloitte Tower, The Towers, Oriental Plaza, 1 East Chang An Avenue, Beijing 100738, the People's Republic of China.

ADDITIONAL INFORMATION

We have filed with the U.S. Securities and Exchange Commission, or the SEC, a registration statement on Form F-1, including relevant exhibits under the Securities Act with respect to underlying ordinary shares represented by the ADSs to be sold in this offering. We have also filed with the SEC a related registration statement on F-6 to register the ADSs. This prospectus, which constitutes a part of the registration statement, does not contain all of the information contained in the registration statement. You should read the registration statement on Form F-1 and its exhibits and schedules for further information with respect to us and our ADSs.

Immediately upon the effectiveness of the registration statement we will become subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. For fiscal years ending on or after December 15, 2011, we will be required to file our annual report on Form 20-F within 120 days after the end of each fiscal year. All information filed with the SEC can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. You may also obtain additional information over the internet at the SEC's website at www.sec.gov.

As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing the furnishing and content of proxy statements to shareholders, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we intend to furnish the depositary with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders, meeting and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, upon our written request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

CONVENTIONS WHICH APPLY TO THIS PROSPECTUS

Except where the context otherwise requires and for the purpose of this prospectus only:

- "Activated users" refers to the number of user accounts on renren.com that have been registered and activated. In our most common registration and activation process, users must first register by entering their email address and other information, and then "activate" by clicking an activation link in an email we automatically send to the user's email address. 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.
- "China e-Business Research Center" refers to China e-Business Research Center; "comScore" refers to comScore, Inc.; "DCCI" refers to Data Center of China Internet; "IDC" refers to International Data Corporation; "iResearch" refers to iResearch Inc.; and "ZenithOptimedia" refers to ZenithOptimedia. All of these are third-party market research firms.
- "Monthly unique log-in users" refers to the number of different user accounts from which renren.com has been logged onto during a given month.
- "Monthly unique visitors" refers to the number of different IP addresses from which a website is visited during a given month. This is a common measurement used by third-party market research firms in assessing user activity on a given website, as they are able to verify this information from publicly available sources. However, this measurement may under-count or over-count the number of users. For example, if many people visit a website through one IP address, such as the IP address of an internet cafe or office, these people will only be counted as one monthly unique visitor. Conversely, if one person visits a website through two IP addresses, such as a personal computer and a hand-held device, this person would be counted as two monthly unique visitors. Due to these limitations, we also use "activated users" and "monthly unique log-in users" to measure and review our operational performance.
- The "PRC" or "China" refers to the People's Republic of China, excluding Hong Kong, Macau and Taiwan.
- "Preferred shares" refers to our Series A and Series B convertible preferred shares as well as Series C and Series D convertible redeemable preferred shares, par value US$0.001 per share.
- "Shares" or "ordinary shares" refer to, prior to the completion of this offering, our ordinary shares, par value US$0.001 per share, and, upon, and after the completion of this offering, collectively, our Class A and Class B ordinary shares, par value US$0.001 per share.
- "SNS" refers to social networking service.
- "We," "us," "our company," and "our" refer to Renren Inc., its subsidiaries, including its PRC subsidiary, Qianxiang Shiji, and its consolidated affiliated PRC entity, Qianxiang Tiancheng, and its subsidiaries.

Except as otherwise indicated, all information in this prospectus:

- assumes no exercise by the underwriters of their option to purchase additional shares to cover over-allotments; and
- for all share and per share data, gives retroactive effect to the ten-for-one share split that became effective on March 25, 2011.

RENREN INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2008, 2009 AND 2010

CONTENTS

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 and variable interest entities (collectively, the "Group") as of December 31, 2009 and 2010, and the related consolidated statements of operations, changes in equity (deficit) and comprehensive income (loss), and cash flows for each of the three years in the period ended December 31, 2010, 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 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 the consolidated financial statements are free of material misstatement. The Group is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, 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 audit provides a reasonable basis for our opinion.

In our opinion, such consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Group as of December 31, 2009 and 2010, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2010, 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.

/s/ Deloitte Touche Tohmatsu CPA Ltd.
Beijing, the People's Republic of China
April 15, 2011

RENREN INC.

CONSOLIDATED BALANCE SHEETS
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	As of December 31,		
	2009	2010	2010 Pro forma (Unaudited) (Note 17)
ASSETS			
Current assets:			
Cash and cash equivalents	$ 90,376	$ 136,063	$ 136,063
Short-term investments	36,369	62,318	62,318
Accounts receivable (net of allowances of $253 and $233 as of December 31, 2009 and 2010, respectively)	14,362	12,815	12,815
Prepaid expenses and other current assets	6,242	7,274	7,274
Amounts due from related parties	60	218,456	218,456
Deferred tax assets-current	—	593	593
Total current assets	147,409	437,519	437,519
Equipment, net	11,283	11,307	11,307
Intangible assets, net	5,066	2,747	2,747
Goodwill	7,780	4,420	4,420
Long-term investments	7,584	—	—
Deferred tax assets-noncurrent	—	481	481
TOTAL ASSETS	$ 179,122	$ 456,474	$ 456,474
LIABILITIES, CONVERTIBLE REDEEMABLE PREFERRED SHARES AND EQUITY (DEFICIT)			
Current liabilities:			
Accounts payable (including accounts payable of the consolidated VIE without recourse to Renren Inc. of $3,040 and $6,441 as of December 31, 2009 and 2010, respectively)	$ 3,044	$ 6,443	$ 6,443
Accrued expenses and other payables (including accrued expenses and other payables of the consolidated VIE without recourse to Renren Inc. of $12,177 and $12,770 as of December 31, 2009 and 2010, respectively)	13,829	14,408	14,408
Deferred revenue (including deferred revenue of the consolidated VIE without recourse to Renren Inc. of $2,248 and $4,476 as of December 31, 2009 and 2010, respectively)	2,248	4,476	4,476
Income tax payable (including income tax payable of the consolidated VIE without recourse to Renren Inc. of $167 and $34 as of December 31, 2009 and 2010, respectively)	167	64	64
Warrants	21,481	—	—
Total current liabilities	40,769	25,391	25,391
Deferred tax liabilities-noncurrent	937	516	516
TOTAL LIABILITIES	41,706	25,907	25,907

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,		
	2009	2010	2010 Pro forma (Unaudited) (Note 17)
Commitments (Note 27)			
Series C convertible redeemable preferred shares ($0.001 par value; 215,959,520 shares authorized, and issuance price $0.223 per share; 128,048,440 and 128,048,440 shares issued and outstanding as of December 31, 2009 and 2010, respectively, liquidation value of $26,713)	28,520	28,520	—
Series D convertible redeemable preferred shares ($0.001 par value; 434,204,890 shares authorized, and issuance price $0.993 per share; 207,590,230 and 434,204,890 shares issued and outstanding as of December 31, 2009 and 2010, respectively, liquidation value of $403,854)	193,398	571,439	—
Shareholder's Equity (Deficit):			
Series A convertible preferred shares ($0.001 par value; 100,000,000 shares authorized; 96,500,000 and 85,100,000 shares issued and outstanding as of December 31, 2009 and 2010, respectively)	97	85	—
Series B convertible preferred shares ($0.001 par value; 100,000,000 shares authorized; 91,101,540 and 81,501,540 shares issued and outstanding as of December 31, 2009 and 2010, respectively)	91	82	—
Ordinary shares ($0.001 par value; 2,000,000,000 shares authorized; 250,772,640 and 211,383,000 shares issued and outstanding as of December 31, 2009 and 2010, respectively)	251	211	937
Additional paid in capital	—	9,470	608,870
Subscription receivable	—	(4,909)	(4,909)
Statutory reserves	2,595	2,595	2,595
Accumulated deficit	(106,330)	(223,572)	(223,572)
Accumulated other comprehensive income	18,794	46,646	46,646
Total equity (deficit)	(84,502)	(169,392)	430,567
TOTAL LIABILITIES, CONVERTIBLE REDEEMABLE PREFERRED SHARES AND EQUITY (DEFICIT)	$ 179,122	$ 456,474	$ 456,474

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,		
	2008	2009	2010
Net revenues	$ 13,782	$ 46,684	$ 76,535
Cost of revenues	5,667	10,379	16,624
Gross profit	8,115	36,305	59,911
Operating expenses:			
Selling and marketing (including share-based compensation $79, $78 and $121 for the years ended December 31, 2008, 2009 and 2010, respectively)	7,111	19,375	20,281
Research and development (including share-based compensation $176, $232 and $572 for the years ended December 31, 2008, 2009 and 2010, respectively)	4,921	12,937	23,699
General and administrative (including share-based compensation $977, $1,946 and $2,105 for the years ended December 31, 2008, 2009 and 2010, respectively)	4,045	6,510	7,511
Impairment of intangible assets	—	211	739
Total operating expenses	16,077	39,033	52,230
(Loss) gain from operations	(7,962)	(2,728)	7,681
Change in fair value of warrants	72,875	(68,184)	(74,364)
Exchange (loss) gain on dual currency deposit	(12,908)	1,673	3,781
Interest income	801	288	335
Realized gain on marketable securities	—	755	—
Gain on disposal of cost method investment	—	—	40
Impairment on cost method investment	(350)	—	—
Income (loss) before provision for income tax and loss in equity method investment, net of income taxes	52,456	(68,196)	(62,527)
Income tax (expenses) benefit	(523)	31	1,332
Income (loss) before loss in equity method investment, net of income taxes	51,933	(68,165)	(61,195)
Losses in equity method investment, net of income taxes	(41)	(102)	—
Income (loss) from continuing operations	51,892	(68,267)	(61,195)
Discontinued operations:			
Loss from operation of discontinued operations, net of tax	(2,740)	(2,481)	(4,301)
Gain on disposal of discontinued operations, net of tax	—	633	1,341
Loss on discontinued operations, net of tax	(2,740)	(1,848)	(2,960)
Net income (loss)	49,152	(70,115)	(64,155)
Add: Net loss attributable to the noncontrolling interest	185	—	—
Net income (loss) attributable to Renren Inc	$ 49,337	$ (70,115)	$ (64,155)

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,		
	2008	2009	2010
Net income (loss) per share:			
Income (loss) from continuing operations per share attributable' to Renren Inc. shareholders:			
Basic	$ 0.00	$ (0.34)	$ (0.30)
Diluted	$ 0.00	$ (0.34)	$ (0.30)
Loss from discontinued operations per share attributable to Renren Inc. shareholders			
Basic	$ (0.01)	$ (0.01)	$ (0.01)
Diluted	$ (0.01)	$ (0.01)	$ (0.01)
Net loss per share attributable to Renren Inc. shareholders:			
Basic	$ (0.01)	$ (0.35)	$ (0.31)
Diluted	$ (0.01)	$ (0.35)	$ (0.31)
Weighted average number of shares used in calculating net income (loss) per share			
Basic	247,587,070	250,730,367	244,613,530
Diluted	251,533,130	250,730,367	244,613,530

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (DEFICIT) AND COMPREHENSIVE INCOME (LOSS)
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Series A convertible preferred shares		Series B convertible preferred shares		Ordinary shares		Additional paid-in capital	Warrants	Accumulated other comprehensive income	Statutory reserves	Accumulated deficit	Total Renren Inc.'s deficit	Non-Controlling interest	Total Equity	Total comprehensive income (loss) for the year
	Shares	Amount	Shares	Amount	Shares	Amount									
Balances at January 1, 2008	100,000,000	$ 100	92,558,680	$ 93	246,094,040	$ 246	$ 20,082	$ 25	$ 4,366	$ —	$ (41,851)	$(16,939)	$ 155	$(16,784)	
Exercise of Series B warrants	—	—	—	—	2,519,980	2	149	(25)	—	—	—	126	—	126	
Exercise of share option	—	—	—	—	444,320	1	—	—	—	—	—	1	—	1	
Share-based compensation	—	—	—	—	—	—	1,232	—	—	—	—	1,232	—	1,232	
Reversal of previously recognized unrealized gain upon disposal of an available-for-sale investment, net of tax effect of nil	—	—	—	—	—	—	—	—	(998)	—	—	(998)	—	(998)	$ (998)
Unrealized gain on marketable securities, net of tax effect of nil	—	—	—	—	—	—	—	—	1,340	—	—	1,340	—	1,340	1,340
Excess of repurchase consideration paid over the carrying amount of Series C shares (Note 16)	—	—	—	—	—	—	(21,463)	—	—	—	(15,301)	(36,764)	—	(36,764)	
Accretion to the Series D shares to the redemption value	—	—	—	—	—	—	—	—	—	—	(11,926)	(11,926)	—	(11,926)	
Purchase of noncontrolling interest of Beijing Jiu Tong	—	—	—	—	—	—	—	—	—	—	—	—	30	30	
Net income	—	—	—	—	—	—	—	—	—	—	49,337	49,337	(185)	49,152	49,152
Foreign currency translation adjustments	—	—	—	—	—	—	—	—	2,190	—	—	2,190	—	2,190	2,190
Balances at December 31, 2008	100,000,000	$ 100	92,558,680	$ 93	249,058,340	$ 249	$ —	$ —	$ 6,898	$ —	$ (19,741)	$(12,401)	$ —	$(12,401)	$ 51,684
Issuance of ordinary shares	—	—	—	—	214,300	—	11	—	—	—	—	11	—	11	
Exercise of option	—	—	—	—	1,500,000	2	268	—	—	—	—	270	—	270	
Share-based compensation	—	—	—	—	—	—	2,256	—	—	—	—	2,256	—	2,256	
Repurchase of Series A and B shares	(3,500,000)	(3)	(1,457,140)	(2)	—	—	(58)	—	—	—	(2,911)	(2,974)	—	(2,974)	
Excess of repurchase consideration paid over the carrying amount of Series C shares (Note 16)	—	—	—	—	—	—	(2,477)	—	—	—	(10,968)	(13,445)	—	(13,445)	
Unrealized gain on marketable securities, net of tax effect of nil	—	—	—	—	—	—	—	—	12,687	—	—	12,687	—	12,687	$ 12,687
Transfer to statement of operations of realized gain on available for-sale - investment, net of tax effect of nil	—	—	—	—	—	—	—	—	(755)	—	—	(755)	—	(755)	(755)
Provision of statutory reserves	—	—	—	—	—	—	—	—	—	2,595	(2,595)	—	—	—	
Foreign currency translation adjustments	—	—	—	—	—	—	—	—	(36)	—	—	(36)	—	(36)	(36)
Net loss	—	—	—	—	—	—	—	—	—	—	(70,115)	(70,115)	—	(70,115)	(70,115)
Balances at December 31, 2009	96,500,000	$ 97	91,101,540	$ 91	250,772,640	$ 251	$ —	$ —	$ 18,794	$ 2,595	$(106,330)	$(84,502)	$ —	$(84,502)	$ (58,219)

RENREN INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (DEFICIT) AND COMPREHENSIVE INCOME (LOSS)—continued
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Series A convertible preferred shares		Series B convertible preferred shares		Ordinary shares		Additional paid-in capital	Subscription receivable	Accumulated other comprehensive income	Statutory reserves	Accumulated deficit	Total Renren Inc.'s deficit	Total Equity	Total comprehensive income (loss) for the year
	Shares	Amount	Shares	Amount	Shares	Amount								
Balances at January 1, 2010	96,500,000	$ 97	91,101,540	$ 91	250,772,640	$ 251	$ —	$ —	$ 18,794	$ 2,595	$ (106,330)	$ (84,502)	$ (84,502)	
Issuance of ordinary shares	—	—	—	—	10,000,000	10	7,003	(4,909)	—	—	—	2,104	2,104	
Exercise of option	—	—	—	—	11,058,330	11	1,555	—	—	—	—	1,566	1,566	
Share-based compensation	—	—	—	—	—	—	2,798	—	—	—	—	2,798	2,798	
Repurchase of ordinary shares	—	—	—	—	(60,447,970)	(61)	(1,531)	—	—	—	(40,863)	(42,455)	(42,455)	
Repurchase of Series A shares	(11,400,000)	(12)	—	—	—	—	(28)	—	—	—	(6,800)	(6,840)	(6,840)	
Repurchase of Series B shares	—	—	(9,600,000)	(9)	—	—	(327)	—	—	—	(5,424)	(5,760)	(5,760)	
Unrealized gain on marketable securities, net of tax effect of nil	—	—	—	—	—	—	—	—	27,539	—	—	27,539	27,539	$ 27,539
Foreign currency translation adjustments	—	—	—	—	—	—	—	—	313	—	—	313	313	313
Net loss	—	—	—	—	—	—	—	—	—	—	(64,155)	(64,155)	(64,155)	(64,155)
Balances at December 31, 2010	85,100,000	$ 85	81,501,540	$ 82	211,383,000	$ 211	$ 9,470	$ (4,909)	$ 46,646	$ 2,595	$ (223,572)	$(169,392)	$(169,392)	$ (36,303)

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,		
	2008	2009	2010
Cash flows from operating activities:			
Net income (loss)	$ 49,152	$ (70,115)	$ (64,155)
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:			
Impairment of goodwill	21	—	—
Impairment of intangible assets	—	211	739
Depreciation and amortization	3,108	4,836	6,262
Gain on disposal of equipment	—	—	(5)
Gain on disposal of discontinued operations	—	(633)	(1,341)
Exchange loss (gain) on dual currency deposit	12,914	(1,673)	(3,781)
Provision for doubtful accounts	324	274	446
Income in marketable security investment	—	(755)	—
Loss of equity method investment	41	—	—
Gain on disposal of cost method investment	—	—	(40)
Impairment on cost method investments	350	—	—
Impairment on equity method investment	—	102	—
Change in fair value of warrants	(72,875)	68,184	74,364
Share-based compensation expense	1,232	2,256	2,798
Changes in operating assets and liabilities:			
Accounts receivable	1,542	(8,295)	(339)
Prepaid expenses and other current assets	4,008	(4,155)	(4,261)
Accounts payable	1,255	612	4,030
Accrued expenses and other payables	(1,920)	7,098	1,228
Deferred revenue	158	1,928	2,268
Income tax payable	512	167	427
Deferred income taxes	(281)	15	(1,352)
Net cash (used in) provided by operating activities	(459)	57	17,288
Cash flows from investing activities:			
Sales of short-term investments	842,091	981,361	1,713,833
Purchase of short-term investments	(867,532)	(988,681)	(1,712,243)
Purchases of equipment	(4,012)	(9,916)	(5,701)
Purchases of intangible assets	(2,199)	(194)	(165)
Proceeds from disposal of equipment	14	2	11
Proceeds from disposal of subsidiaries	58	730	—
Repayment received for a loan extended to a related party	56	—	—
Net cash used in investing activities	(31,524)	(16,698)	(4,265)
Cash flows from financing activities:			
Issuance of ordinary shares	—	11	2,104
Repurchase of ordinary shares	—	—	(42,455)
Repurchase of Series A shares	—	(2,100)	(6,840)
Repurchase of Series B shares	—	(874)	(5,760)
Repurchase of Series C shares	(48,100)	(21,656)	—
Net proceeds from Series D financing (net of issuance cost of $2,761)	127,239	—	—
Prepayment received for exercise of option	270	—	—
Proceeds from exercise of Series B warrants	126	—	—
Proceeds from exercise of Series D warrants	—	80,372	84,106
Proceeds from exercise of share options	—	—	1,566
Loans due to a related party	279	(154)	—
Net cash provided by financing activities	79,814	55,599	32,721
Net increase in cash and cash equivalents	47,831	38,958	45,744
Cash and cash equivalents at beginning of year	3,556	51,424	90,376
Effect of exchange rate changes	37	(6)	(57)
Cash and cash equivalents at end of year	$ 51,424	$ 90,376	$ 136,063
Supplemental cash flow information:			
Income taxes paid	$ 7	$ 380	$ 8
Noncash investing and financing actions:			
Receivable for disposition of Mop.com and Gummy Inc from a related party (Note 4)	$ —	$ —	$ 18,141
Receivable for exercise of Tranche 4 Series D warrants from a related party (Note 18)	$ —	$ —	$ 198,090

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, 2008, 2009 AND 2010
(In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES

Renren Inc. (the "Company"), a private company incorporated in the Cayman Islands, and its consolidated subsidiaries, variable interest entity ("VIE") and VIE's subsidiaries (collectively referred to as the "Group") are primarily engaged in the operation of internet portal sites and social networking sites ("SNS"), on-line advertising services through the internet, online gaming operations, and the provision of internet value-added services ("IVAS") in the People's Republic of China (the "PRC").

As of December 31, 2010, Renren Inc.'s subsidiaries, VIEs and VIE's 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
Wholly owned subsidiaries of the Company:				
ChinaInterActiveCorp ("CIAC")	August 5, 2005	Cayman Islands	100%	Investment holding
Qianxiang Shiji Technology Development (Beijing) Co., Ltd. ("Qianxiang Shiji")	March 21, 2005	PRC	100%	Investment holding
Variable Interest Entities				
Beijing Qianxiang Tiancheng Technology Development Co., Ltd. ("Qianxiang Tiancheng")	October 28, 2002	PRC	N/A	IVAS business
The East Set Sail Technology Co., Ltd. ("East Set Sail")	September 13, 2010	Taiwan	N/A	Inactive company
Subsidiaries of Variable Interest Entities				
Beijing Nuomi Wang Technology Development Co., Ltd. ("Beijing Nuomi")	April 17, 2006	PRC	N/A	Internet business
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. ("Qianxiang Changda")	October 25, 2010	PRC	N/A	Inactive company

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—continued
FOR THE YEARS ENDED DECEMBER 31, 2008, 2009 AND 2010
(In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES—continued

History of the Group and reorganization under common control

The Group began its operations in China in 2002 through Beijing Qianxiang Tiancheng Technology Development Co., Ltd., ("Qianxiang Tiancheng") which has subsequently become the Group's variable interest entity ("VIE") through the contractual arrangements described below in "The VIE arrangements".

In August 2005, ChinaInterActiveCorp ("CIAC"), was incorporated by the founding shareholders of the Group in the Cayman Islands. CIAC wholly owns Qianxiang Shiji Technology Development (Beijing) Co., Ltd., ("Qianxiang Shiji"), a company established in Beijing, China. Qianxiang Shiji entered into a series of contractual arrangements with its VIE. In addition, CIAC also became the owner of 1000 Oaks, a company also owned by the founding shareholders of the Group.

Oak Pacific Interactive, ("OPI") was incorporated in February 2006 in the Cayman Islands. Through a restructuring, on March 2, 2006, CIAC's shareholders exchanged all of their outstanding ordinary and preferred shares of CIAC for ordinary and preferred shares of OPI on a pro rata basis ("2006 Re-organization"). As a result, OPI acquired all of the equity interests in CIAC and CIAC became a wholly owned subsidiary of OPI. On December 13, 2010, OPI was renamed Renren Inc.

The above transactions were reorganizations of entities under common control and have been accounted for in a manner akin to a pooling of interest as if Renren Inc. had been in existence and been the primary beneficiary of Qianxiang Tiancheng since December 2002.

Throughout the history, the Group conducted various acquisitions and disposals, and below is a summary of such activities.

Acquisitions and disposals in relation with wireless value added services ("WVAS") business

The Group made several acquisitions historically for its WVAS business. The acquired entities were sold in 2009 as set out in Note 4.

In September 2005, the Group completed the acquisition of 40% interest in Beijing Jin Wang Heng Feng Technology Development Co., Ltd. ("Beijing Jin Wang") and 60% interest in Beijing Wo Te Xin Tong Technology Co., Ltd. ("Beijing Wo Te") for a cash consideration of $767 and $1,722 respectively. Subsequently, in April 2006 the Group completed the acquisition of the remaining 60% interest in Beijing Jin Wang and the remaining 40% interest in Beijing Wo Te for a consideration of $998 and $1,496 respectively. The total goodwill amounted at $1,304 was recorded resulting from the acquisitions, which was fully impaired in 2007 as a result of the downward of the WVAS business outlook. Beijing Wo Te and Beijing Jin Wang were disposed of in 2009 as set out in Note 4.

In February and July 2006, the Group completed the acquisition of a 60% and a 20% equity interest, respectively in Beijing Jiu Tong Online Technology Development Co., Ltd. ("Beijing Jiu Tong"). Total purchase consideration was $2,792 in cash. Goodwill amounted at $1,851 was recorded resulting from the acquisition, which was fully impaired in 2007 as a result of the downward of the WVAS business outlook. In November 2008, the Group completed the acquisition of the remaining 20% equity interest for a consideration of $29, bringing the Group's equity interest to 100%. Goodwill of $21 was recorded at the date of acquisition in 2008, which was fully impaired in 2008 as a result of the downward of the WVAS business outlook. Beijing Jiu Tong was disposed of in 2009 as set out in Note 4.

In March 2006, the Group completed the acquisition of 100% equity interest in Hunan Zhong Yu Information Technology Co., Ltd. ("Hunan Zhong Yu"). The total purchase price was $3,145 in cash. Goodwill amounted at $721 was recorded resulting from the acquisition, which was fully impaired in 2007 as a result of the downward of the WVAS business outlook. Hunan Zhong Yu was disposed of in 2009 as set out in Note 4.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES—continued

Other acquisitions

In February 2004, the Group completed the acquisition of the internet advertising business of Mop.com. The total consideration was $1,262 including cash of $600 and 9,600,000 ordinary shares having an estimated fair value of $0.07 per ordinary share. Goodwill amounting to $617 was recorded resulting from the acquisition. Mop.com was disposed of in 2010 as set out in Note 4.

In November 2006, the Group completed the acquisition of the business of Beijing Nuomi Wang Technology Development Co., Ltd. ("Beijing Nuomi") including its domain name, operating platform and login users list of xiaonei.com. The initial consideration was $3,750 in cash and additional contingent consideration of $1,312 in cash was paid in the year 2007. Goodwill amounted at $3,710 was recorded resulting from the acquisition.

The VIE arrangements

PRC regulations currently limit direct foreign ownership of business entities providing value-added telecommunications services, advertising services 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 Qianxiang Tiancheng, a VIE.

Qianxiang Shiji, a wholly owned subsidiary of CIAC ("WFOE"), entered into a series of contractual arrangements with the VIE. Through the contractual arrangements, described below, the Company has control of the VIE and the right to substantially all of the risks and rewards of ownership.

Agreements that provide Qianxiang Shiji effective control over the VIE

(1) *Power of Attorney and Business Operations Agreement:* WFOE holds a power of attorney executed by the legal owners of the VIE to exercise their voting rights, including but not limited to the dividend declaration, on all matters at meetings of the legal owners of the VIE and through such power of attorney has the right to control the operations of the VIE. The Business Operations Agreement specifically and explicitly grants WFOE the principal operating decision making rights, such as appointment of the directors and executive management, of the VIE.

(2) *Exclusive Equity Option Agreement and Spousal Consent Agreement*: WFOE has the exclusive right to purchase the equity interests of the VIE from the registered legal equity owners as far as PRC regulations permit a transfer of legal ownership to foreign ownership. WFOE can exercise the purchase right at any portion and any time in the 10-year agreement period.

Agreements that transfer economic benefits to Qianxiang Shiji

(3) *Exclusive Technical and Consulting Services Agreement*: WFOE and registered shareholders irrevocably agree that WFOE shall be the exclusive technology service provider to the VIE in return for a service fee which is determined at the sole discretion of WFOE.

(4) *Intellectual Property License Agreement:* WFOE and registered shareholders irrevocably agree that WFOE shall have the exclusive right to license its intellectual property rights to VIE in return for a license fee.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES—continued

***The VIE arrangements*—**continued

(5) *Equity Interest Pledge Agreement:* Shareholders of VIE have pledged all of their equity interests in VIE with WFOE and WFOE is entitled to certain rights to sell the pledged equity interests through auction or other means if the VIE or the shareholders default in their obligations under other above-stated agreements.

Consequently the Company enjoys substantially all of the rewards of ownership of the VIE and exercises controls over them. As a result, WFOE is the primary beneficiary of the VIE and has consolidated them from the later of inception or acquisition.

In June 2009, the FASB issued an authoritative pronouncement to amend the accounting rules for VIE. The amendments effectively replace the quantitative-based risks-and-rewards calculation for determining which reporting entity, if any, has a controlling financial interest in a variable interest entity with an approach focused on identifying which reporting entity has (1) the power to direct the activities of a variable interest entity that most significantly affect the entity's economic performance and (2) the obligation to absorb losses of, or the right to receive benefits from, the entity. Additionally, an enterprise is required to assess whether it has an implicit financial responsibility to ensure that a variable interest entity operates as designed when determining whether it has the power to direct the activities of the variable interest entity that most significantly impact the entity's economic performance. The new guidance also requires additional disclosures about a reporting entity's involvement with variable interest entities and about any significant changes in risk exposure as a result of that involvement.

The Group adopted the new guidance on January 1, 2010 and the disclosure requirements of the new guidance were retrospectively applied for all the periods presented in this financial statements.

As discussed above, the Company had consolidated Qianxiang Tiancheng, the VIE, under the authoritative literature prior to the amendment discussed above because it was the primary beneficiary of those entities. Because the Company, through its wholly owned subsidiary, Qian Xiang Shiji, has (1) the power to direct the activities of the VIE that most significantly affect the entity's economic performance and (2) the right to receive benefits from the VIE, it continues to consolidate the VIE upon the adoption of the new guidance which therefore, other than for additional disclosures, will have no accounting impact.

- Risks in relation to the VIE structure

The Company believes that Qianxiang Shiji's contractual arrangements with the VIE are in compliance with PRC law and are legally enforceable. The shareholders of the VIE are also shareholders of the Company and therefore have no current interest in seeking to act contrary to the contractual arrangements. However, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements and if 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 VIE not to pay the service fees when required to do so.

The Company's ability to control the VIE also depends on the power of attorney Qianxiang Shiji has to vote on all matters requiring shareholder approval in the VIE. 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

In addition, if the legal structure and contractual arrangements were found to be in violation of any existing PRC laws and regulations, the PRC government could:

- revoke the Group's business and operating licenses;
- require the Group to discontinue or restrict operations;
- restrict the Group's right to collect revenues;
- block the Group's websites;
- require the Group to restructure the operations in such a way as to compel the Group to establish a new enterprise, re-apply for the necessary licenses or relocate our businesses, staff and assets;
- impose additional conditions or requirements with which the Group may not be able to comply; or
- take other regulatory or enforcement actions against the Group that could be harmful to the Group's business.

The imposition of any of these penalties may result in a material and adverse effect on the Group's ability to conduct the Group's business. In addition, if the imposition of any of these penalties causes the Group to lose the rights to direct the activities of the VIE and its subsidiaries or the right to receive their economic benefits, the Group would no longer be able to consolidate the VIE. The Group does not believe that any penalties imposed or actions taken by the PRC Government would result in the liquidation of the Company, Qianxiang Shiji, or the VIE.

There are no consolidated VIE's assets that are collateral for the VIE's obligations and can only be used to settle the VIE's obligations.

The following consolidated financial information of the Group's VIE and its subsidiaries was included in the accompanying consolidated financial statements as of and for the years ended:

	As of December 31,	
	2009	2010
Total assets	$ 63,499	$ 78,480
Total liabilities	$ 18,568	$ 28,696

	Years ended December 31,		
	2008	2009	2010
Net revenue-Continuing operations	$13,782	$46,684	$76,535
Net (loss) income-Continuing operations	$ (1,341)	$25,771	$40,758
Net loss-Discontinued operations	$ (2,740)	$ (785)	$ (777)

	Years ended December 31,		
	2008	2009	2010
Net cash provided by operating activities	$ 502	$ 4,671	$30,160
Net cash used in investing activities	$(5,763)	$(4,814)	$ (6,095)
Net cash provided by (used in) financing activities	$ 9,552	$ 4,944	$ (1,899)

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES—continued

***The VIE arrangements*—**continued

In addition, the Group had another consolidated VIE, namely East Set Sail, which did not carry material assets/liabilities nor had significant operations as of and for the year ended December 31, 2010.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The consolidated financial statements of the Group have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Basis of consolidation

The consolidated financial statements of the Group include the financial statements of Renren Inc., its subsidiaries, its VIE and VIE's 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 Group's consolidated financial statements include revenue recognition, fair value of ordinary shares, share-based compensation, income taxes, impairment of goodwill and intangible assets and the fair value of the warrants.

Cash and cash equivalents

Cash and cash equivalents consist of cash on hand and highly liquid investments, which are unrestricted as to withdrawal or use, and which have maturities of three months or less.

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 Group considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

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 instruments traded in active markets.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—continued
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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

Fair value—continued

- Level 2-inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments 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.

Investments

(1) Short-term investments

The Group's short-term investments comprise marketable securities which are classified as available-for-sale or held-to-maturity investments. The available-for-sale investments are reported at fair values with the unrealized gains or losses recorded as accumulated other comprehensive income in shareholders' deficit. Short-term investments are classified as held-to-maturity when the Company has the positive intent and ability to hold the securities to maturity. All of the Company's held-to-maturity investments are classified as short-term investments on the consolidated balance sheets based on their contractual maturity dates which are less than one year and are stated at their amortized costs.

The Group reviews its available-for-sale short-term investments for other-than-temporary impairment ("OTTI") based on the specific identification method. The Group 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 Group 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 Group's intent and ability to hold the investment. OTTI below cost is recognized as a loss in the income statement.

In April 2009, the FASB issued guidance amending existing GAAP relating to OTTI for debt securities to improve presentation and disclosure of OTTI on debt securities in the financial statements. The new guidance requires that an entity 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 other comprehensive income 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.

The Group early adopted the new guidance on January 1, 2009. The adoption of the new guidance did not result in a cumulative-effective adjustment as of January 1, 2009.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

***Investments*—**continued

(2) Long-term investments

Equity method investments

Investment in an entity where the Group 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 Group's share of undistributed earnings or losses of the investee. Investment losses are recognized until the investment is fully written down as the Group does not guarantee the investee's obligations nor is it committed to provide additional funding.

When the Group's carrying value in an equity method affiliated company is reduced to zero, no further losses are recorded in the Group's consolidated financial statements unless the Group guaranteed obligations of the affiliated company or has committed additional funding. When the affiliated company subsequently reports income, the Group 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.

Cost method investments

For investments in an investee over which the Group does not have significant influence, the Group carries the investment at cost and recognizes income as any dividends declared from distribution of investee's earnings. The Group 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.

Accounts receivable and allowance for doubtful accounts

Accounts receivable represents those receivables derived in the ordinary course of business. 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.

Equipment, net

Equipment, net is carried at cost less accumulated depreciation and amortization. Depreciation and amortization are calculated on a straight-line basis over the following estimated useful lives:

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

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

***Equipment, net*—**continued

(2) Long-term investments—continued

Intangible assets, net

Intangible assets, other than goodwill, resulting from the acquisitions of entities accounted for using the purchase method of accounting are estimated by management based on the fair value of assets acquired. Identifiable intangible assets are carried at cost less accumulated amortization. Amortization of finite-lived intangible assets is computed using the straight-line method over the following estimated average useful lives, which are as follows:

Domain names	5 years or indefinite lives
Operating platform	3-6 years
Non-compete agreements	3-4 years
Game license	0.5-3 years
Login user	0.5-1 year

Intangible assets-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 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.

Impairment of long-lived assets and intangible assets with definite life

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 principally by the straight-line method.

The Group 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 Group 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 cash flows. The evaluation of asset impairment requires the Group 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.

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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 and intangible assets deemed to have indefinite useful lives are not amortized, but tested for impairment upon first adoption and annually, or more frequently if event and circumstances indicate that they might be impaired.

The Group 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 Group estimates the future cash flows of each reporting unit, the Group has taken into consideration the overall and industry economic conditions and trends, market risk of the Group and historical information.

Business combination

Business combinations are recorded using the purchase method of accounting. On January 1, 2009, the Group adopted a new accounting pronouncement with prospective application which made certain changes to the previous authoritative literature on business combinations.

From January 1, 2009, the assets acquired, the liabilities assumed, and any noncontrolling interest of the acquiree at the acquisition date, if any, are measured at their fair values as of that date. Goodwill is recognized and measured as the excess of the total consideration transferred plus the fair value of any noncontrolling interest of the acquiree, if any, at the acquisition date over the fair values of the identifiable net assets acquired. Previously, any noncontrolling interest was reflected at historical cost. Acquisition costs are expensed when incurred, while previously acquisition costs were considered as part of the acquisition consideration.

Common forms of the consideration made in acquisitions include cash and common equity instruments. Consideration transferred in a business acquisition is measured at the fair value as at the date of acquisition. For shares issued in a business combination, the Group has estimated the fair value as of the date of acquisition.

Where the consideration in an acquisition includes contingent consideration, the payment of which depends on the achievement of certain specified conditions post-acquisition, from January 1, 2009 the contingent consideration is recognized and measured at its fair value at the acquisition date, and if recorded as a liability, it is subsequently carried at fair value with changes in fair value reflected in earnings. For periods prior to January 1, 2009, contingent consideration was not recorded until the contingency was resolved.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

Revenue recognition

The Group recognizes revenues when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured.

Advertising revenues

The Group provides advertisement placement services in its Social Network Service ("SNS") platforms and online games. The Group primarily enters into pay-for-time contracts, under which the Group bills its customers based on the period of time to display the advertisements in the specific formats on specific web pages. The Group 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 provided.

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 Group principally enters into advertising placement contracts with advertisers' advertising agents and the Group offers volume rebates to certain advertisers' advertising agents. The Group 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 Group. If amounts of future rebates cannot be reasonably estimated, a liability will be recognized for the maximum potential amount of the rebates.

Internet Value Added Service ("IVAS") revenue

Online game revenues

The Group generates revenue 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 the virtual currency. The end users can purchase the virtual currency by making direct online payments to the Group or purchasing prepaid cards ("PP-Cards"). The amounts received from direct online payments were recorded initially as deferred revenues. The Group sells PP-Cards through distributors at a discount to the face value of the PP-Card. As the Group 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.

The end users are required to use the access codes and passwords, either obtained from the PP-card or through direct online payment, to exchange the face value of these cards or the amount of direct online payment to virtual currency and deposit into their personal accounts. End users consume the virtual currency by purchasing in-game merchandise or premium features online. The Group recognizes the revenues as the in-game merchandise or premium features are first used by the end users. The Group calculates the amount

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

Online game revenues—continued

Internet Value Added Service ("IVAS") revenue—continued

of revenues recognized for each unit of virtual currency consumed using 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.

Any deferred revenue remaining at the time the term of the inactive PP-cards is expired, which is normally 2 years from the purchase, is recognized as revenues at that time. The amount associated with the unused virtual currency, which are without contractual expiration term, are carried as deferred revenues indefinitely as the Group 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 Group.

The Group also entered into revenue sharing agreements with certain third-party game developers. Under these agreements, the Group provides links of the online games on the Group's website while the third-party developers operate, including providing game software, hardware, technical support and customer services, the games. The Group is entitled to a pre-agreed share of the payments received, which varies based on negotiation with the third-party game developers and the group recognizes this revenue on a net basis. The game end users purchase the virtual currency by making online payments to the Group or purchasing the Group's PP cards. The payments received by the Group are initially recognized as deferred revenues. The deferred revenues are transferred to accounts payable to the third-party game developers and recognized as revenues at the agreed revenue sharing percentage when end users deposit the Group's virtual currency into the end users' accounts in the specific games.

Renren open platform program

The Group's open social networking platforms also allows its users to access for-purchase applications developed by third parties on its platform. The Group is normally entitled to a 52% share of the revenues made by the third-party application developers pursuant to the revenues sharing agreements entered between it and the third-party providers. The Group recognizes this revenue on a net basis when cash is received from the end customer before the balance is remitted to the third party provider.

Social commerce services

Beginning in June 2010, the Group has provided social commerce services through nuomi.com. Third-party merchants agree to provide Nuomi users discounted prices when enough Nuomi users sign up for a deal consisting of particular products, services or events provided by the merchants. The group recognizes revenue for the difference of the amounts it collects from Nuomi users and the amount the group pay to the third-party merchants, which normally includes two components. The first component is the pre-agreed per user commission for which 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; and (iii) the group has released the electronic coupons for the agreed discounted prices to the participating users. Historically, all three criteria were generally met within one day. The second component of our revenues is the payments from participating users who ultimately do not

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

Social commerce services—continued

consume the released electronic coupons, since the group pay merchants the amounts only for those coupons used but do not refund such amounts to end users. The payments received for unused coupons are initially recognized as accounts payables and are recognized as revenues when the term of the released coupon expires.

Business taxes

The Company's PRC subsidiaries and VIE are subject to business taxes at the rate of 3.3% for WVAS revenue, 5.5% for games revenue and 8.5% for advertising revenue. The Group reports revenue net of business taxes. Business taxes deducted in arriving net revenue during 2008, 2009 and 2010 were $2,050, $4,798 and $7,251, respectively.

Platform development costs

The costs to develop our SNS platform, including the costs to develop the websites, new services and features, are recognized in the consolidated statement of operations as incurred.

Income taxes

Deferred income taxes are provided using the asset and liability method. Under this method, deferred income taxes are recognized for tax credits and net operating losses available for carry-forwards and significant temporary differences. Deferred tax assets and liabilities are classified as current or non-current based upon the classification of the related asset or liability in the financial statements or the expected timing of their reversal if they do not relate to a specific asset or liability. A valuation allowance is provided to reduce the amount of deferred tax assets if it is considered more likely than not that some portion of, or all of the deferred tax assets will not be realized. Current income taxes are provided for in accordance with the laws and regulations applicable to the Group as enacted by the relevant tax authorities.

The impact of an uncertain income tax position on the income tax return must be 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 Group 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, 2008, 2009 or 2010, respectively.

Fair value of financial instruments

Financial instruments include cash and cash equivalents, accounts receivables, accounts payable, short-term investments, long-term investments, amount due from related parties, amounts due to related parties and warrants.

The available for sale short term investments and warrants are carried at fair value.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

Fair value of financial instruments—continued

The carrying values of remaining financial instruments except for long term investments approximate their fair values, principally because of the short-term maturity of these instruments. Estimates of fair values of long-term investments in non-marketable securities including cost and equity method investments other than those subjected to other than temporary impairment cannot be practicably made without incurring excessive costs.

Research and development expenses are incurred in the development of gaming platform. The Group has expensed all research and development costs when incurred.

Foreign currency translation

The functional and reporting currency of the Company is the United States dollar ("U.S. dollar"). The financial records of the Group's subsidiaries and VIE located in the PRC and Japan are maintained in their local currencies, the Renminbi ("RMB") and Japanese Yen ("Yen"), 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 statement of operations.

The Group's entities with functional currency of RMB and Yen, translate their operating results and financial position into the U.S. dollar, the Group's reporting currency. Assets and liabilities are translated using the exchange rates in effect on the balance sheet date. Revenues, expenses, gains and losses are translated using the average rate for the year. Translation adjustments are report as cumulative translation adjustments and are shown as a separate component of other comprehensive income.

Comprehensive income (loss)

Comprehensive loss includes net loss, unrealized gain on short-term investment and foreign currency translation adjustments and is reported in the consolidated statements of shareholders' equity (deficit).

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 Group recognizes the compensation costs net of an estimated forfeiture rate using the straight-line method, over the requisite service period of the award, which is generally the vesting period of the award. 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 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.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

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.

The Group's convertible preferred shares are participating securities as the preferred shares participate in undistributed earnings on an as-if-converted basis. Accordingly, the Group uses the two-class method whereby undistributed net income is allocated on a pro rata basis to the ordinary share, preference to the extent that each class may share income for the period; whereas the undistributed net loss is allocated to ordinary shares only because preferred shares are not contractually obligated to share the loss.

Diluted earnings (loss) per ordinary share reflects the potential dilution that could occur if securities were exercised or converted into ordinary shares. The Group had convertible preferred shares, convertible redeemable preferred shares, stock options and warrants, which could potentially dilute basic earnings per share in the future. To calculate the number of shares for diluted income per share, the effect of the convertible preferred shares and convertible redeemable preferred shares is computed using the as-if-converted method; the effect of the warrants and stock options is computed using the treasury stock method.

Warrants

Warrants which give the holder the right to exercise the warrant for a share instrument which is potentially redeemable by the Group are classified as a financial instrument in the balance sheet. Warrants are initially measured at fair value at the date of issuance and subsequently re-measured at fair value at the reporting date with changes in fair value recognized in earnings. The financial instrument will be a liability or an asset since, in the case of certain warrants issued by the Group, the Group can pursuant to the terms of the warrant require the holder to exercise the warrant.

Recently issued accounting pronouncements

In September 2009, the FASB issued an authoritative pronouncement regarding the revenue arrangements with multiple deliverables. This pronouncement was issued in response to practice concerns related to the accounting for revenue arrangements with multiple deliverables under existing pronouncement. Although the new pronouncement retains the criteria from existing authoritative literature when delivered items in a multiple-deliverable arrangement should be considered separate units of accounting, it removes the previous separation criterion that objective and reliable evidence of the fair value of any undelivered items must exist for the delivered items to be considered a separate unit or separate units of accounting. The new pronouncement is effective for fiscal years beginning on or after June 15, 2010. Entities can elect to apply this pronouncement (1) prospectively to new or materially modified arrangements after the pronouncement's effective date or (2) retrospectively for all periods presented. Early application is permitted; however, if the entity elects prospective application and early adopts this pronouncement after its first interim reporting period, it must also do the following in the period of adoption: (1) retrospectively apply this pronouncement as of the beginning of that fiscal year and (2) disclose the effect of the retrospective adjustments on the prior interim periods' revenue, income before taxes, net income, and earnings per share. The Group is in the process of evaluating the effect of adoption of this pronouncement.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

Recently issued accounting pronouncements—continued

In September 2009, the FASB issued an authoritative pronouncement regarding software revenue recognition. This new pronouncement amends existing pronouncement to exclude from their scope all tangible products containing both software and non-software components that function together to deliver the product's essential functionality. That is, the entire product (including the software deliverables and non-software deliverables) would be outside the scope of software revenue recognition and would be accounted for under other accounting literature. The new pronouncement include factors that entities should consider when determining whether the software and non-software components function together to deliver the product's essential functionality and are thus outside the revised scope of the authoritative literature that governs software revenue recognition. The pronouncement is effective for fiscal years beginning on or after June 15, 2010. Entities can elect to apply this pronouncement (1) prospectively to new or materially modified arrangements after the pronouncement's effective date or (2) retrospectively for all periods presented. Early application is permitted; however, if the entity elects prospective application and early adopts this pronouncement after its first interim reporting period, it must also do the following in the period of adoption: (1) retrospectively apply this pronouncement as of the beginning of that fiscal year and (2) disclose the effect of the retrospective adjustments on the prior interim periods' revenue, income before taxes, net income, and earnings per share. The Group is in the process of evaluating the effect of adoption of this pronouncement.

In January 2010, the FASB issued authoritative guidance to improve disclosures about fair value measurements. This guidance amends previous guidance on fair value measurements to add new requirements for disclosures about transfers into and out of Levels 1 and 2 and separate disclosures about purchases, sales, issuances, and settlements relating to Level 3 measurement on a gross basis rather than as a net basis as currently required. This guidance also clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure fair value. This guidance is effective for annual and interim periods beginning after December 15, 2009, except for the requirement to provide the Level 3 activities of purchases, sales, issuances, and settlements on a gross basis, which will be effective for annual and interim periods beginning after December 15, 2010. Early application is permitted and in the period of initial adoption, entities are not required to provide the amended disclosures for any previous periods presented for comparative purposes. The Group adopted this guidance on January 1, 2010, except for the requirement to provide the Level 3 activities of purchases, sales, issuances, and settlements on a gross basis, and the adoption of this pronouncement did not have a significant effect on its consolidated financial position or results of operations.

In April 2010, the FASB issued an authoritative pronouncement regarding the milestone method of revenue recognition. The scope of this pronouncement is limited to arrangements that include milestones relating to research or development deliverables. The pronouncement specifies guidance that must be met for a vendor to recognize consideration that is contingent upon achievement of a substantive milestone in its entirety in the period in which the milestone is achieved. The guidance applies to milestones in arrangements within the scope of this pronouncement regardless of whether the arrangement is determined to have single or multiple deliverables or units of accounting. The pronouncement will be effective for fiscal years, and interim periods within those years, beginning on or after June 15, 2010. Early application is permitted. Companies can apply this guidance prospectively to milestones achieved after adoption. However, retrospective application to all prior periods is also permitted. The Group is in the process of evaluating the effect of adoption of this pronouncement.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—continued

Recently issued accounting pronouncements—continued

In December 2010, the FASB issued an authoritative pronouncement on when to perform Step 2 of the goodwill impairment test for reporting units with zero or negative carrying amounts. The amendments in this update modify Step 1 so that for those reporting units, an entity is required to perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. In determining whether it is more likely than not that a goodwill impairment exists, an entity should consider whether there are any adverse qualitative factors indicating that an impairment may exist. The qualitative factors are consistent with existing guidance, which requires that goodwill of a reporting unit be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. For public entities, the guidance is effective for impairment tests performed during entities' fiscal years (and interim periods within those years) that begin after December 15, 2010. Early adoption will not be permitted. For nonpublic entities, the guidance is effective for impairment tests performed during entities' fiscal years (and interim periods within those years) that begin after December 15, 2011. Early application for nonpublic entities is permitted; nonpublic entities that elect early application will use the same effective date as that for public entities. The Group does not expect the adoption of this pronouncement to have a significant impact on its financial condition or results of operations.

In December 2010, the FASB issued an authoritative pronouncement on disclosure of supplementary pro forma information for business combinations. The objective of this guidance is to address diversity in practice regarding the interpretation of the pro forma revenue and earnings disclosure requirements for business combinations. The amendments in this update specify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments also expand the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable the business combination included in the reported pro forma revenue and earnings. The amendments affect any public entity as defined by Topic 805 that enters into business combinations that are material on an individual or aggregate basis. The amendments will be effective for business combinations consummated in periods beginning after December 15, 2010, and should be applied prospectively as of the date of adoption. Early adoption is permitted. The Group does not expect the adoption of this pronouncement to have a significant impact on its financial condition or results of operations.

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 Group included aggregate amounts of $13,969 and $34,437 at December 31, 2009 and 2010, respectively, which were denominated in RMB.

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3. SIGNIFICANT RISKS AND UNCERTAINTIES—continued

Concentration of credit risk

Financial instruments that potentially expose the Group to concentrations of credit risk consist primarily of cash, accounts receivable and amounts due from related parties. The Group places their cash with financial institutions with high-credit ratings and quality. The Group conducts credit evaluations of customers in online advertising and generally do not require collateral or other security from their customers.

There was no single customer who carried 10% or more of the consolidated accounts receivable balance as of or accounted for 10% or more of total net revenue for the years ended December 31, 2009 and 2010.

4. DISCONTINUED OPERATIONS

(1) Discontinuance of certain WVAS business in 2008

In late 2008, due to the deteriorating WVAS operating environment, the Group decided to exit its WVAS business. The Group decided to sell the five subsidiaries that comprised the majority of its WVAS business, which were Beijing Lian Dong Shi Ji Technology Development Co., Ltd. (“Beijing Lian Dong”), Beijing Jin Wang, Beijing Wo Te, Hunan Zhong Yu and Beijing Jiu Tong, to unrelated third parties for a total consideration of $788, of which $58 was received in advance in 2008 and remaining amount was received in 2009 when the transactions were completed. The Group has presented the results of the sold subsidiaries as discontinued operation for all periods presented. An aggregate gain of $633, which representing the excess of the consideration of $788 and the carrying amount of the net assets of $155 as of the date of disposals, was recognized for the disposals in the consolidated statement of operations for the year ended December 31, 2009.

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4. DISCONTINUED OPERATIONS—continued

(1) Discontinuance of certain WVAS business in 2008—continued

Summary operating results from Beijing Lian Dong, Beijing Jin Wang, Beijing Wo Te, Hunan Zhong Yu and Beijing Jiu Tong were as follows which have been segregated from continuing operations in the Group's consolidated statements of operations:

	Year ended December 31,	
	2008	2009
Revenues of discontinued operations	$ 3,009	$ —
Impairment of goodwill in Beijing Jiu Tong	(21)	—
Loss from operations of discontinued operations, before income taxes	(958)	—
Income tax expense	(28)	—
Loss from operations of discontinued operations, net of income taxes	$ (986)	$ —
Gain on disposal of the discontinued operations		$ 633
Tax on gain on disposal of the discontinued operations		—
Gain on disposal of the discontinued operations, net of tax		$ 633

Summarized financial positions as of December 31, 2008 relating to the discontinued operations of Beijing Lian Dong, Beijing Jin Wang, Beijing Wo Te, Hunan Zhong Yu and Beijing Jiu Tong were as follows:

	As of December 31, 2008
Current assets	$ 1,208
Non-current assets	$ 7
Current liabilities	$ (939)
Non-current liabilities	$ —

(2) Discontinuance of remaining WVAS business in 2010

The Group discontinued its remaining WVAS business carried out in Qianxiang Tiancheng in 2010. Qianxiang Tiancheng ceased its WVAS business in early 2010 and no gain or loss was recognized by the Group in connection with the discontinuance.

(3) Disposition of Mop.com and Gummy Inc.

To further position the Group's focus on its SNS operations, the Group decided to dispose of certain of its operations.

On December 30, 2010, the Group sold to Oak Pacific Holdings ("OPH"), a company newly incorporated on December 16, 2010 by the Chief Executive Officer ("CEO") of the Group in the Cayman Islands, 100% equity interest in Mop.com and Gummy Inc. a Japanese subsidiary set up by the company in 2009, for cash consideration of $18,141. The selling price for Mop.com and Gummy Inc.

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4. DISCONTINUED OPERATIONS—continued

(3) Disposition of Mop.com and Gummy Inc.—continued

was determined by the Company having regard the fair market value as appraised by a third party valuation firm Marsh Financial Advisory Services Limited ("Marsh"). Mop.com operates www.mop.com, an internet community website in China and Gummy Inc. is a social internet games provider to the Japanese market.

OPH issued an interest-free promissory note on December 30, 2010 to the Company to settle the purchase consideration, which was carried as amount due from related parties on the consolidated balance sheet. The promissory note will be due and payable in cash on June 30, 2011.

The transaction was completed on December 30, 2010. The Group has presented the results of Mop.com and Gummy Inc. as discontinued operation for all periods presented. In connection with the disposition of Mop.com and Gummy Inc., the Company has recorded an aggregate gain of $1,341 for the disposals within "Gain on disposal of discontinued operations, net of tax" in the consolidated statement of operations for the year ended December 31, 2010.

Summary operating results from disposal of Mop.com and Gummy Inc and the cessation of operation of WVAS business in 2010, which have been segregated from continuing operations in the Group's consolidated statements of operations for the periods presented were as follows:

	Year ended December 31,		
	2008	2009	2010
Net revenues from discontinued operations	$ 9,273	$ 7,714	$ 5,630
Loss from operations of discontinued operations, before income taxes	(1,933)	(2,096)	(4,320)
Income tax (expense) benefit	179	(385)	19
Loss from operations of discontinued operations, net of income taxes	$(1,754)	$(2,481)	$(4,301)
Gain on disposal of the discontinued operations	$ —	$ —	$ 1,767
Tax on gain on disposal of the discontinued operations	—	—	(426)
Gain on disposal of the discontinued operations, net of tax	$ —	$ —	$ 1,341

As of the date of disposal, the financial positions of Mop.com and Gummy Inc. were as follows:

	As of December 30, 2010
Current assets	$ 6,557
Non-current assets	$ 11,903
Current liabilities	$ (52,483)
Non-current liabilities	$ (2,966)

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5. ACCOUNTS RECEIVABLE

Accounts receivable consists of the following:

	As of December 31,	
	2009	2010
Billed receivables, net	$14,362	$12,815

Billed receivable represents amounts earned under advertising contracts at the respective balance sheet dates. These amounts become billable according to the contract term.

Movement of allowance for doubtful accounts is as follows:

	As of December 31,		
	2008	2009	2010
Balance at beginning of year	$—	$ 327	$ 253
Charge to expenses	324	274	446
Transferring out as a result of disposal of the discontinued operations	—	(349)	(176)
Write off	—	—	(304)
Exchange difference	3	1	14
Balance at end of year	$327	$ 253	$ 233

6. PREPAID EXPENSES AND OTHER CURRENT ASSETS

	As of December 31,	
	2009	2010
Receivables related to online gaming and social commerce business	$3,229	$4,451
Advances to suppliers	887	1,103
Rental deposits	874	372
Prepaid expenses	453	548
Other current assets	799	800
Total	$6,242	$7,274

Receivables related to online gaming and social commerce business represent amounts paid online by end users but held by a third party electronic payment service provider, which were in transition to the Group's bank accounts as of December 31, 2009 and 2010. The amount was received by the Group a few days after December 31 2009 and 2010, respectively.

Advances to suppliers mainly comprise prepayments for purchasing property and equipment of $731 and $28 as of December 31, 2009 and 2010, respectively. Advances to suppliers were non-interest bearing and short-term in nature.

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7. SHORT-TERM INVESTMENTS

As of December 31, 2009 and 2010, the Company held following short term investments:

	Year ended December 31, 2009				Year ended December 31, 2010			
	Cost	Gross unrealized gains	Gross unrealized loss	Carrying amount	Cost	Gross unrealized gains	Gross unrealized loss	Carrying amount
Available-for-sale:								
Equity securities	$21,506	$ 13,273	$ —	$34,779	$21,506	$ 40,812	$ —	$62,318
Auction market securities	1,590	—	—	1,590	—	—	—	—
Total	$23,096	$ 13,273	$ —	$36,369	$21,506	$ 40,812	$ —	$62,318

The following table provides additional information on the realized gains and losses of the Company as of December 31, 2009 and 2010, respectively. For the purposes of determining gross realized gains, the cost of securities sold is based on specific identification.

	Year ended December 31, 2008			Year ended December 31, 2009			Year ended December 31, 2010		
	Proceeds	Costs	Gains	Proceeds	Costs	Gains	Proceeds	Costs	Gains
Available-for-sale investments	$ 2,686	$ 2,686	$ —	$ 5,916	$ 5,161	$ 755	$ 1,590	$ 1,590	$ —
Total	$ 2,686	$ 2,686	$ —	$ 5,916	$ 5,161	$ 755	$ 1,590	$ 1,590	$ —

Equity securities

In 2008, the Company purchased stocks and options of two US listed companies (“the investees”). The investees’ stocks and options are classified as available-for-sale securities. The Company acquired these stocks and options amounting to $9,373 with no corresponding sales for the year ended December 31, 2008. The unrealized loss, which was in one of the two investees, as of December 31, 2008 had been in a continuous unrealized loss position less than 12 months and was subsequently recovered in 2009 as the result of the market price recovery of the investee.

In 2009, the Company purchased more stocks in these two investees in 2009 with additional costs of $17,294. In 2009, the Company sold one of the investees, and $755 was recognized as the realized gain from marketable securities in the statement of operations. There was no purchase or sale of stocks of the other investee in 2010.

Auction market securities

Short-term investments also included investments in auction market securities. The securities were with long-term stated maturities, however, were treated by the Group as short-term investments as the investments could be sold in the auction process typically every 7 days. When an auction fails, the Group would have to hold the investment until a buyer is found either in the secondary market or through next auction. However, such failure occurred only once during the two years period ended December 31, 2009. The interest is reset as result of each auction process and is paid at the end of each auction period. The auction market did not carry underlying collateral. The Group classified the investments in the auction rate securities as available for sale and determined that the fair value of the securities approximate to their costs

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7. SHORT-TERM INVESTMENTS—continued

Auction market securities—continued

due to the short auction period. In January 2010, the Company sold the auction market securities at $1,590, and no gain or loss was recognized in the statement of operations as a result of the sale. The Company recognized interest income of $60 and $58 for the years ended December 31, 2008 and 2009, respectively.

Short-term financing products

In October 2008, the Group purchased certain short-term financial products from a Chinese bank at the amount of $1,466 which were classified as held to maturity securities. The annual interest rate of 5.9% with maturity date in 345 days was computed on a daily basis and paid together with principals when matured. The financial products' underlying investments mainly include RMB Treasury bond of China, central bank bills and other high credit rating bonds. The Group recognized the interest income for this investment of $21, $65 and $nil for the years ended December 31, 2008, 2009 and 2010, respectively. There was no such investment as of December 31, 2009 and 2010, respectively.

8. LONG-TERM INVESTMENTS

	As of December 31,	
	2009	2010
Equity method:		
Beijing Xin Qi Shi Jie Technology Co., Ltd. (Note i)	$ —	$ —
Cost method:		
Kai Lian Information Technology Co. Ltd. ("Kai Lian") (Note ii)	7,323	—
Global Net Limited ("Global Net") (Note iii)	261	—
	$7,584	$ —

Note i: In 2006, the Group acquired 40% equity interest of Beijing Xin Qi Shi Jie Technology Co., Ltd. ("Xin Qi") with a total cash contribution of $703 and accounted for the investment using equity method as the Group was able to exercise significant influence on Xin Qi. The Group recorded its share of the loss in Xin Qi at $41 due to the operating losses incurred by the affiliated company for the year ended December 31, 2008. In November 2009, Xin Qi was liquidated. The Group did not receive any proceeds from the liquidation, and had no further obligation. Therefore, the Group wrote down the investment to nil and recognized an impairment charge of $102 in the year 2009.

Note ii: On June 28, 2007, the Group purchased 15.7% equity interest of Kai Lian at $6,564. The investment was accounted for using cost method of accounting as the Group did not have significant influence over the investee companies. The investee is engaged in the business in providing bankcard transaction settlement services and online banking services in PRC. On December 30, 2010, the cost method investment, which was held by Mop.com, was disposed of as a result of disposal of Mop.com and Gummy Inc. as set out in Note 4.

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8. LONG-TERM INVESTMENTS—continued

Note iii: On June 5, 2007, the Group purchased 9,950,000 ordinary shares of Global Net, which accounts for 19.9% of the total equity interest. Global Net is mainly engaged in web-based online game development and operation. The Group had no seat in Board and did not involve in the operation of Global Net, accordingly the Group did not have the ability to exercise significant influence over the operating and financial decisions of Global Net, and thus the Group used the cost method to account for its investment in Global Net. The Group sold the investment in Global Net to OPH on December 30, 2010 at a cash consideration of $302. The Group recognized a $40 gain for the disposal of the investments. The buyer issued an interest-free promissory note on December 30, 2010 to the Company to settle the purchase consideration, which was carried as amount due from related parties on the consolidated balance sheet. The promissory note will be due and payable in cash on June 30, 2011.

9. EQUIPMENT, NET

	As of December 31,	
	2009	2010
Computer equipment and application software	$18,242	$ 21,985
Furniture and vehicles	560	429
Leasehold improvements	1,112	1,428
	19,914	23,842
Less: Accumulated depreciation and amortization	(8,631)	(12,535)
	$11,283	$ 11,307

Depreciation and amortization expenses charged to the statement of operations for the years ended December 31, 2008, 2009 and 2010 were $2,696, $4,228 and $5,589, respectively.

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10. ACQUIRED INTANGIBLE ASSETS, NET

The gross carrying amount, accumulated amortization and net carrying amount of the intangible assets are as follows:

	As of December 31,	
	2009	2010
Intangible assets not subject to amortization:		
Domain names (i)	$ 3,915	$ 2,125
Intangible assets subject to amortization:		
Domain names (ii)	45	—
Operating platforms	330	340
Non-compete agreement	64	—
Game license (i)	1,625	1,800
Login users	154	159
	$ 6,133	$ 4,424
Less: Accumulated amortization		
Domain names	$ (45)	$ —
Operating platforms	(130)	(177)
Non-compete agreement	(64)	—
Game license	(767)	(1,417)
Login users	(61)	(83)
	$(1,067)	$(1,677)
Intangible asset, net	$ 5,066	$ 2,747

(i) In 2009, the Group decided to stop using the domain name uume.com after transferring all the online games operated on www.uume.com to another operating platform of the Group. Therefore, the Group recorded a $176 impairment loss to write off the intangible assets of domain name of uume.com.

In addition, the Group recorded $35 impairment loss for a game license for the year ended December 31, 2009 due to the declining number of players of this particular game.

In 2010, the domain name www.kaixin.com was fully impaired as a result of the lawsuit against a subsidiary of the Company, as set out in Note 28. An impairment charge of $739 was recorded in the statement of operations for the year ended December 31, 2010.

(ii) Other than domain names acquired without definite lives, the Group also was licensed to use certain domain names for a definite contractual term, which was 5 years.

Amortization expenses for the years ended December 31, 2008, 2009 and 2010 was $412, $608 and $673, respectively. Amortization expenses for the years ended December 31, 2011, 2012, 2013, 2014 and 2015 would be $383, $92, $70, $60, and $4, respectively.

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11. GOODWILL

The changes in carrying amounts of goodwill for the years ended December 31, 2009 and 2010 by reporting unit were as follows:

	Year ended December 31, 2009		
	WVAS	Online advertising	Total
Gross amount:			
Beginning balance	$ 3,952	$ 8,412	$12,364
Disposal for the year	(3,952)	—	(3,952)
Exchange difference	—	(7)	(7)
Ending balance	$ —	$ 8,405	$ 8,405
Accumulated impairment loss:			
Beginning balance	$(3,952)	$ (625)	$ (4,577)
Charge for the year	—	—	—
Disposal for the year	3,952	—	3,952
Ending balance	—	(625)	(625)
Goodwill, net	$ —	$ 7,780	$ 7,780

	Year ended December 31, 2010		
	WVAS	Online advertising	Total
Gross amount:			
Beginning balance	$ —	$ 8,405	$ 8,405
Disposal for the year	—	(3,566)	(3,566)
Exchange difference	—	206	206
Ending balance	$ —	$ 5,045	$ 5,045
Accumulated impairment loss:			
Beginning balance	$ —	$ (625)	$ (625)
Charge for the year	—	—	—
Disposal for the year	—	—	—
Ending balance	—	(625)	(625)
Goodwill, net	$ —	$ 4,420	$ 4,420

Based on the impairment assessment performed by the management as of December 31, 2008, the Group incurred a goodwill impairment charge of $21, which related entirely to the discontinued WVAS operations (see Note 4). Management significantly adjusted downward the profitability forecast and expected future net revenue from the wireless value-added services to be lower than the Group previously forecasted as a result of various new policies introduced by the mobile operators in the second half of 2007 which adversely impacted the operating environment. As a result, the goodwill of WVAS reporting unit had been fully impaired as of December 31, 2008.

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12. ACCRUED EXPENSES AND OTHER PAYABLES

	As of December 31,	
	2009	2010
Accrued professional, marketing and leasing fees	$ 4,926	$ 1,281
Employee payroll and welfare payables	4,293	4,979
Other tax payable	2,358	3,733
Accrued content fees	531	184
Other payables	1,721	1,653
Accrued advertising sales rebate	—	2,578
Total	$ 13,829	$ 14,408

Accrued content fees represent the accrued fees to be paid for the use of certain content provided by third parties, such as music, in our SNS platform.

13. INCOME TAXES

The Company and CIAC are tax-exempted companies incorporated in 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 PRC Enterprise Income Tax Law (“EIT Law”).

Other subsidiaries and VIE of the Group domiciled in the PRC were subject to 25% statutory income tax rates in the years presented.

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 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.

Pursuant to the additional guidance released by the Chinese government on April 22, 2009, management does not believe that the legal entities organized outside PRC should be characterized as PRC tax 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.

Aggregate undistributed earnings of the Company’s subsidiaries and VIE located in the PRC that are taxable upon distribution to the Company of approximately $13,224 at December 31, 2010 are considered to be indefinitely reinvested, because the Group does not have any present plan to pay any cash dividends on its

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13. INCOME TAXES—continued

ordinary shares in the foreseeable future and intends to retain most of its available funds and any future earnings for use in the operation and expansion of its business. Accordingly, no deferred tax liability has been accrued for the Chinese dividend withholding taxes that would be payable upon the distribution of those amounts to the Company as of December 31, 2010.

The current and deferred portion of income tax expenses included in the consolidated statements of continuing operations, which were all attributable to the Group's PRC subsidiaries and VIE, are as follows:

	Years ended December 31,		
	2008	2009	2010
Current tax expenses	$—	$ 4	$ —
Deferred tax expenses (benefits)	523	(35)	(1,332)
Income tax expenses (benefits)	$523	$(31)	$(1,332)

The principal components of the deferred tax assets and liabilities are as follows:

	As of December 31,	
	2009	2010
Current deferred tax assets		
Provision for doubtful accounts	$ 82	$ 32
Accrued payroll and welfare	824	696
Less valuation allowance	(906)	(135)
Current deferred tax assets, net	$ —	$ 593
Non-current deferred tax assets		
Net operating loss carry forwards	$ 6,421	$ 3,416
Less valuation allowance	(6,421)	(2,935)
Non-current deferred tax assets, net	$ —	$ 481
Non-current deferred tax liabilities		
Intangible assets	$ (937)	$ (516)
Non-current deferred tax liabilities, net	$ (937)	$ (516)

The Company operates through multiple subsidiaries and VIE and the valuation allowance is considered on each individual subsidiary and VIE basis. The subsidiaries and VIE registered in the PRC have total net operating loss carry forwards of $13,664 as of December 31, 2010 which will expire on various dates between December 31, 2011 and December 31, 2015. Valuation allowances have been established because the Company believes that either 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 future, or the amount involved is not significant.

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13. INCOME TAXES—continued

Reconciliation between the benefit of income taxes computed by applying the PRC tax rate to income (loss) before income taxes and the actual provision for income taxes is as follows:

	Years ended December 31,		
	2008	2009	2010
Income (loss) before provision of income tax	$ 52,456	$(68,196)	$(62,527)
PRC statutory income tax rate	25%	25%	25%
Income tax at statutory tax rate	13,114	(17,049)	(15,632)
Taxable deemed interest income from inter-company interest-free loans	168	428	735
Non-deductible loss on disposal of subsidiaries and other expenses not deductible for tax purposes	7,271	2,198	2,888
Effect of income tax exemption of the Company in the Cayman Islands	(21,302)	17,246	26,234
Effect of income tax holidays of Qianxiang Wangjing	—	(7,051)	(11,300)
Changes in valuation allowance	1,272	4,197	(4,257)
Income tax expenses (benefits)	$ 523	$ (31)	$ (1,332)

If the tax exemption granted to Qianxiang Wangjing since 2009 had not been available, provisions for income taxes and net loss per share would have been as follows:

	Years ended December 31,	
	2009	2010
Provision for income taxes expenses	$ 7,020	$ 9,968
Net loss per ordinary share—basic and diluted	$ (3.73)	$ (3.58)

The Group did not identify significant unrecognized tax benefits for the years ended December 31, 2008, 2009 and 2010. The Group 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, 2010.

Since January 1, 2008, the relevant tax authorities of the Group's subsidiaries have not conducted a tax examination on Qianxiang Shiji, Qianxiang Wangjing and Beijing Nuomi. In accordance with relevant PRC tax administration laws, tax years from 2006 to 2010 of the Group's PRC subsidiaries and VIE remain subject to tax audits as of December 31, 2010, at the tax authority's discretion.

14. ORDINARY SHARES

In connection with the 2006 Re-organization, 232,859,750 ordinary shares were issued.

On September 1, 2006, 9,600,000 ordinary shares were issued to a share option holder upon exercise of share option with proceeds of $10.

On April 20, 2007, 3,634,290 ordinary shares were issued to employees upon exercise of share options.

On April 4, 2008, 444,320 ordinary shares were issued to employees upon exercise of share options.

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14. ORDINARY SHARES—continued

On July 15, 2008, 2,519,980 ordinary shares were issued for the exercise of Series B warrants with proceeds of $126.

On January 1, 2009, 1,500,000 ordinary shares were issued to a director upon exercise of share option with proceeds of $270.

On March 16, 2009, the Company issued 214,300 ordinary shares to a shareholder with proceeds of $11.

In August 2010, the Company repurchased 47,142,860 ordinary shares from certain shareholders at the cash amount of $34,179 with repurchase price of $0.725 per share. The repurchased ordinary shares were canceled immediately.

In August 2010, the Company issued 4,641,660 ordinary shares upon the exercise of share options by two ex-executives of the Company at the cash consideration of $811.

In August 2010, the Company issued 6,416,670 ordinary shares upon exercise of share options at the cash consideration of $755. And these shares were subsequently repurchased by the Company in October 2010 at $4,652 with repurchase price of $0.725 per share. The repurchased ordinary shares were canceled immediately.

In October 2010, the Company repurchased 6,888,440 ordinary shares at $3,624. The repurchased ordinary shares were canceled immediately.

In October 2010, the Board of Directors approved and the Company issued 3,000,000 and 7,000,000 ordinary shares to a consultant and two executives at $0.701 per share, respectively. Cash proceeds of $2,104 was paid by the consultant and the two executives issued promissory notes of $4,909 bearing an interest rate of 5.6% per annum to the Company to settle the issuance consideration. The promissory notes become due and payable at the earlier of (1)3 years, (2) termination of employment of the two executives with the Group, and (2) immediately prior to the Company's qualified IPO. The loans are secured by the pledge of the underlying ordinary share to be issued. The Group recorded the loans receivable as subscription receivable, a contra-account in equity, as of December 31, 2010.

15. CONVERTIBLE PREFERRED SHARES

In January 2003, 1000 Oaks issued 50,000,000 shares of Series A convertible preferred shares ("Series A shares") with par value of $0.001 per share for cash proceeds of $350, and the shares were split into 100,000,000 shares in August 2005 which were subsequently exchanged to Renren Inc. Series A convertible preferred shares in 2006 at one-for-one ratio as a result of the Group's 2006 Re-organization as set out in Note 1. The Series A shares were considered as equity of the Company and therefore, the proceeds, other than the par value of the Series A shares, were booked as additional paid in capital of the Company.

In June 2003, 1000 Oaks issued 6,835,690 shares of Series B convertible preferred shares ("Series B shares"), with par value of $0.001 per share, and warrants ("Series B warrants"), which are exercisable to purchase 1,259,990 ordinary shares of the Company, for cash proceeds of $479. The Series B shares and the warrants were considered as equity of the Company and therefore, the proceeds of $479 was allocated by $25 to warrants and $454 to Series B shares based on their issuance date relative fair value. Other than the par value of $7, the proceeds for the issuance of Series B shares and warrants were booked as additional paid in capital of the Company. In August 2005, the Series B shares and Series B warrants were split at one-for-two ratio into 13,671,380 Series B shares and warrants to purchase 2,519,980 ordinary shares along with the 1 to 2 share split of ordinary shares. In August 2005, CIAC issued additional 78,887,300 shares of

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15. CONVERTIBLE PREFERRED SHARES—continued

Series B shares in exchange for promissory notes payable due to related party shareholders at the carrying amount of $2,471. All Series B shares and Series B warrants were subsequently exchanged to Renren Inc.'s Series B convertible preferred shares and warrants in 2006 at one-for-one ratio as a result of the Group's 2006 Re-organization as set out in Note 1.

On December 18, 2009, Renren Inc. repurchased 3,500,000 Series A shares and 1,457,140 Series B shares at $2,100 and $874, respectively. The excess of the repurchase price over the initial issuance price of the repurchased shares, amounting to $2,911, was recorded as an increase of accumulated deficit, and was deducted from net income (loss) attributable to Renren Inc in the calculation of basic net income (loss) per share of the Company. After the completion of this repurchase, the issued and outstanding Series A shares and Series B shares were reduced to 96,500,000 and 91,101,540, respectively.

In January 2010, the Company repurchased 11,400,000 Series A shares and 9,000,000 Series B shares at $6,840 and $5,400, respectively. In August 2010, the Company repurchased 600,000 Series B shares at $360. The repurchased Series A and B shares were canceled immediately. The excess of the repurchase price over the initial issuance price of the repurchased shares, amounting to $12,224, was recorded as an increase of accumulated deficit, and was deducted from net income (loss) attributable to Renren Inc in the calculation of basic net income (loss) per share of the Company. After the completion of this repurchase, the issued and outstanding Series A shares and Series B shares were reduced to 85,100,000 and 81,501,540, respectively.

The key terms of the Series A shares and Series B shares are set out in Note 16.

16. CONVERTIBLE REDEEMBABLE PREFERRED SHARES

In March 2006, Renren Inc. issued 215,959,520 shares of Series C convertible redeemable preferred shares ("Series C shares") for cash proceeds of $48,100 to a group of investors.

On April 4, 2008, Renren Inc. issued 132,052,010 Series D convertible redeemable preferred shares ("Series D shares") for cash proceeds of $130,000 at an average price of $0.98 per Series D share to certain investors. In connection with the issuance of Series D shares, Renren Inc. also granted certain warrants to a Series D shareholder to purchase additional Series D shares as set out in Note 18. The warrants were determined as liabilities by the Group and therefore, the Series D shares were initially recorded at $118,074, as the result of deducting $9,165, the initial fair value of the warrants, and $2,761 issuance costs from the $130,000 issuance price. The Company accreted the carrying amount of the Series D Shares immediately after the initial recognition to the redemption price of $130,000 and the $11,926 accretion amount was recorded as deemed dividend to the holders of the Series D shares in the year 2008.

In 2009, the Company issued additional 75,538,220 Series D shares upon the exercise of 2009 Series D warrants as set out in Note 18.

Upon the issuance of the Series D shares, Renren Inc. also repurchased 50,896,390 Series C shares at $48,100 ("2008 Buyback"), which was recorded as a reduction of carrying amount of the Series C shares.

On December 18, 2009, Renren Inc. further repurchased 37,014,690 Series C shares with cash consideration of $21,656 ("2009 Buyback"). The consideration was $13,445 higher than the carrying amount of the purchased Series C shares, which was $8,244. $2,477 of the total $13,445 excess was recorded as a reduction of additional paid in capital and then the remaining $10,968 was recorded as an increase of accumulated deficit when the additional paid in capital was already zero. The $13,445 excess was deducted from net income (loss) attributable to Renren Inc in the calculation of basic net income (loss) per share of the Company. As a result of 2009 Buyback, the issued and outstanding Series C shares were reduced to 128,048,440.

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16. CONVERTIBLE REDEEMBABLE PREFERRED SHARES—continued

In 2010, the Company issued additional 226,614,660 Series D shares upon the exercise of Tranche 3 and Tranche 4 Series D warrants as set out in Note 18.

The following is the roll forward of the carrying amounts of Series C and Series D shares for the three years ended December 31, 2008, 2009 and 2010:

	Carrying amount
Series C Shares:	
Balance as of January 1, 2008	$ 48,100
Repurchase of Series C shares in April 4, 2008	(11,336)
Balance as of January 1, 2009	36,764
Repurchase of Series C shares in December 18, 2009	(8,244)
Balance as of December 31, 2009	$ 28,520
Balance as of December 31, 2010	$ 28,520
Series D shares:	
Balance of as of January 1, 2008	$ —
Issuance in 2008	130,000
Net off issuance cost	(2,761)
Bifurcation of initial fair value of Series D warrants	(9,165)
Accretion to the Series D shares to the redemption value	11,926
Balance as of January 1, 2009	130,000
Exercise of 2009 Series D warrants (Note 18)	63,398
Balance as of December 31, 2009	$193,398
Exercise of Tranche 3 Series D warrants (Note 18)	98,538
Exercise of Tranche 4 Series D warrants (Note 18)	279,503
Balance as of December 31, 2010	$571,439

Except for the Series C and Series D shares redemption feature, all of the preferred shares, including Series A, B, C and D shares have substantial the same terms and are summarized as follows:

Redemption

For a period of nine months after March 2, 2011, at the election of the majority holders of the Series C shares, the Company shall redeem all of the outstanding Series C shares in cash at a redemption price per Series C share equal to the applicable original issuance price per Series C share plus all declared but unpaid dividends.

For a period of nine months after April 4, 2013 or 5th anniversary of the actual date of exercise of the 2009 and 2010 Series D warrants as set out in Note 18, at the election of the majority holders of the Series D shares, the Company shall redeem all of the outstanding Series D shares in cash at a redemption price per Series D shares equal to the applicable original issuance price per Series D shares plus all declared but unpaid dividends.

The Series A and Series B convertible preferred shares are not redeemable.

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16. CONVERTIBLE REDEEMBABLE PREFERRED SHARES—continued

Conversion

Each preferred share shall be convertible, at the option of the holder, at any time after issuance into such number of ordinary shares as determined by dividing the original issuance price by the conversion price. The conversion price is initially set at the original issuance price and then subject to adjustments for dilution, including but not limited to issuance of additional ordinary shares and share splits, in accordance with the conversion provisions of the Company's articles of association. The preferred shares are also automatically converted at the consummation of the Company's sale of ordinary shares in an underwritten initial public offering (the "IPO") that results in aggregate gross proceeds not less than $50,000 (net of underwriting discounts and commissions). The conversion price for Series A shares, Series B shares, Series C shares and Series D shares are $0.0035, $0.035, $0.228 and $0.993, respectively.

Voting rights

Each preferred share shall carry a number of votes equal to the number of ordinary shares then issuable upon its conversion into ordinary shares at the record date for determination of the shareholders entitled to vote on such matters.

Dividends

The preferred shares are entitled to receive the same amount of dividend payable to the holders of ordinary shares, if declared by the Board of Directors of the Company, on the as-if converted basis.

Liquidation preference

In the event of any liquidation or sale transaction of the Company, either voluntary or involuntary, distributions to the shareholders of the Company shall be made in the following manner:

(1) on a pari passu basis, each holders of the Series C and Series D shares shall be entitled to receive an amount equal to their original share issuance price for each Series C and Series D shares then held by such holder and an amount equal to all declared but unpaid dividends thereupon, prior to and in preference to any payment or distribution of any of the assets or surplus funds of the holders of the ordinary shares or any other class or series of shares. If the asset and funds legally available for payment or distribution is insufficient to permit the payment or distribution in full, payment or distribution shall be paid on a pro rata basis among the share holder of Series C and Series D shares.

As of December 31, 2010, the liquidation value of Series C and Series D shares was $26,713 and $403,854, respectively.

(2) after distribution to holders of Series C and Series D shares in full, each holder of the Series A shares and Series B shares shall be entitled to receive an amount equal to the original share issuance price for each Series A shares and Series B share then held by such holder and an amount equal to all declared but unpaid dividends thereupon, prior to and in preference to any distribution of any of the assets or surplus funds to the holders of the ordinary shares. If the asset and funds legally available for payment or distribution is insufficient to permit the payment or distribution in full, payment or distribution shall be paid on a pro rata basis to the share holder of Series A shares and Series B shares.

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16. CONVERTIBLE REDEEMBABLE PREFERRED SHARES—continued

Liquidation preference—continued

The remaining assets of the Company, if any, shall be paid or distributed to the holders of Series A shares, Series B shares, Series C shares, Series D shares and ordinary shares on a pro rata basis, based on the number of ordinary shares then held by each shareholder on an as-converted basis.

17. PRO FORMA INFORMATION (UNAUDITED)

Unaudited pro forma balance sheet information as of December 31, 2010 assumes the automatic conversion of all of the outstanding Series A shares, Series B shares, Series C shares and Series D shares into ordinary shares at the original conversion ratio as described in Note 15 and Note 16, as if the exercise and conversion had occurred as of December 31, 2010.

Unaudited pro forma basic and diluted net income per Class A and Class B ordinary share reflecting the effect of the conversion of the Series A shares, Series B shares, Series C shares and Series D shares are not presented because the conversion would not result in a material reduction of earnings per share for the year 2010.

18. WARRANTS

Series B warrants:

In connection with the issuance of the Series B shares as set out in Note 15, the Company granted Series B warrants to purchase 2,519,980 ordinary shares which were exercisable at any time before June 26, 2008 at exercise price of $0.05 per share. The Series B warrants were considered equity and were initially booked at $25, which was allocated from the Series B issuance proceeds based on the relative fair value of the Series B shares and Series B warrants. Such warrants were exercised in June, 2008.

Series D warrants:

In connection with the issuance of the Series D shares, on April 4, 2008, Renren Inc. granted a Series D shareholder warrants to purchase additional 100,717,630 (“2009 Series D warrants”) and 201,435,250 (“2010 Series D warrants”) Series D shares of the Company with exercise price of $0.993 per Series D share. The 2009 Series D warrants are exercisable by either the warrant holders or the Company in the period beginning on April 4, 2009 and ending on April 4, 2010. The 2010 Series D warrants are exercisable by either the warrant holders or the Company in the period beginning on April 4, 2010 and ending on April 4, 2011. The fair value of the 2009 Series D warrants and 2010 Series D warrants was $705 and $8,460, respectively, at the issuance date. The warrants were determined as free standing financial instruments required to be measured at fair value since the underlying instruments, i.e. Series D shares are redeemable instruments and therefore the warrants held by the holder are required to be classified as liability and were initially recognized at the fair value of $9,165. However, the entire instrument comprises both a right for the warrant holder to exercise and a right for the Company to require the warrant holder to exercise. Consequently, as at December 31, 2008 the Series D warrants were determined to be assets with fair value of $63,710 as a result of the decline of the Company’s fair value since the issuance date of the warrants. The change in fair value of $72,875 was recorded as a gain in the consolidated statement of operations for the year ended December 31, 2008.

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18. WARRANTS—continued

Series D warrants:—continued

On July 2, 2009, Renren Inc. and the warrant holder entered into an agreement to amend the 2009 Series D warrants and 2010 Series D warrants issued by Renren Inc. on April 4, 2008. According to the amended agreement, the originally granted Series D warrants were replaced with the following terms:

(1) Change of the structure of the number of warrants granted

While the total number of warrants granted did not change, the structure of the number of warrants granted were agreed to be changed as follows:

Pre-amendment		After-amendment	
Tranches	**Number of warrants**	**Tranches**	**Number of warrants**
2009 Series D Warrants	100,717,630	2009 Series D Warrants	75,538,220
		Tranche 3 Warrants	75,538,220
2010 Series D Warrants	201,435,250	Tranche 4 Warrants	151,076,440
Total	302,152,880		302,152,880

(2) Change of the exercise periods: The 2009 Series D warrants are exercisable in the period beginning on April 4, 2009 and ending on July 2, 2009. The Tranche 3 Warrants are exercisable by either the warrant holders or the Company in the period beginning on April 4, 2010 and ending on July 1, 2010, and Tranche 4 Warrants are exercisable with exercising period from April 2, 2010 to July 1, 2011.

(3) Change in exercise party: the 2009 Series D warrants and the Tranche 3 Warrants are exercisable by either the warrant holder or the Company. The Tranche 4 Warrants are only exercisable by the warrant holder.

After the amendment, the warrant holder exercised its 2009 Series D warrants in 2009 to purchase 75,538,220 Series D shares of the Company. As a result, the cash proceeds of $63,398, after reduction of $17,007, which was the carrying amount of the warrants asset prior to the exercise, was recorded as addition to the Series D shares.

In July 2010, the Series D warrant holder exercised 75,538,220 shares Tranche 3 Series D warrants. As a result, the cash proceeds of $84,106 plus $14,432, which was the carrying amount of the warrants liability prior to the exercise, was recorded as addition to the Series D shares.

In December 2010, the remaining 151,076,440 Tranche 4 Series D warrants were fully exercised by the warrant holder. Cash proceeds of $198,090 were booked as amount due from related parties as of December 31, 2010 and received in January 2011. The fair value of warrants liability prior to the exercise, $81,413 plus the consideration receivable for the exercise of warrants was recorded as addition to the Series D shares.

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18. WARRANTS—continued

Series D warrants:—continued

The change in the carrying amounts, which were also the fair value, of the Series D warrants was summarized as follows:

	Amounts
Balance as of January 1, 2008	$ —
Issuance of Series D warrants	9,165
Gain on change of fair value of Series D warrants	(72,875)
Balance as of January 1, 2009	(63,710)
Loss on change of fair value of Series D warrants before amendment	17,818
Change in fair value as of the amendment	49,538
Exercise of 2009 Series D warrants	17,007
Loss on change of fair value of Series D warrants after amendment	828
Balance as of December 31, 2009	$ 21,481
Loss on change of fair value of Series D warrants	74,364
Exercise of Tranche 3 Series D warrants	(14,432)
Exercise of Tranche 4 Series D warrants before the exercises	(81,413)
Balance as of December 31, 2010	$ —

The fair value of the 2009 Series D Warrants and 2010 Series D Warrants were determined by the Group with the assistance of Marsh, an independent valuation firm, and was determined using the Black-Scholes option pricing model with assumptions as follows:

For 2009 Series D warrants:

	As of April 5, 2008	As of December 31, 2008	As of December 31, 2009
Risk-fee rate of return	3.59%	2.47%	1.16%
Expected remaining contractual life of the warrants	2 years	1.26 years	0.5 year
Volatility	49.4%	78.3%	45.7%
Expected dividend yield	—	—	—

For 2010 Series D warrants:

	As of April 5, 2008	As of December 31, 2008	As of December 31, 2009	As of July 2, 2010	As of December 27, 2010
Risk-fee rate of return	3.67%	3.14%	1.16~ 1.59%	1.26~ 1.43%	1.11%
Expected remaining contractual life of the warrants	3 years	2.26 years	0.5~ 1.5 years	0~1 year	0.5 year
Volatility	48.1%	69.9%	45.7%~ 65.8%	43.5%	38.0%
Expected dividend yield	—	—	—	—	—

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19. FAIR VALUE MEASUREMENTS

Measured on recurring basis

The Group's financial assets measured at fair value on a recurring basis as of December 31, 2009 and 2010 include available-for-sale securities as set out in Note 7 based on level 1 or level 3 input. The Group's financial liabilities measured at fair value on a recurring basis include warrants to issue Series D shares as set out in Note 18 based on Level 3 inputs as of December 31, 2009. There were no financial liabilities measured at fair value on recurring basis as of December 31, 2010.

The Group determined the fair value of the auction rate securities approximate to their costs due to the short auction period, which is considered a level 3 determination.

The Group measured the fair value of the warrants using Black-Scholes option pricing model. In applying the pricing model, the Group considered key inputs, including exercise price, expiration life, risk free rate, dividend yield, expected volatility and the fair value of the underlying instrument of the warrants. The warrants are considered Level 3 liabilities/assets because the Group used unobservable inputs, reflecting the Group's assessment of the assumptions market participants would use in valuing these assets and liabilities.

The following table summarizes the Group's financial assets and liabilities measured and recorded at fair value on recurring basis as of December 31, 2009, and 2010, respectively:

	As of December 31, 2009			
	Quoted price in active markets for identical investments Level 1	Significant other observable inputs Level 2	Significant unobservable inputs Level 3	Total
Assets:				
Available-for-sale securities	$ 34,779	$ —	$ 1,590	$36,369
Total assets at fair value	$ 34,779	$ —	$ 1,590	$36,369
Liabilities:				
Warrants	$ —	$ —	$ 21,481	$21,481
Total liabilities at fair value	$ —	$ —	$ 21,481	$21,481

	As of December 31, 2010			
	Quoted price in active markets for identical investments Level 1	Significant other observable inputs Level 2	Significant unobservable inputs Level 3	Total
Assets:				
Available-for-sale securities	$ 62,318	$ —	$ —	$62,318
Total assets at fair value	$ 62,318	$ —	$ —	$62,318

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19. FAIR VALUE MEASUREMENTS—continued

Measured on recurring basis—continued

The following table summarized the movement of the balances of the Group's financial assets measured at fair value with level 3 inputs on a recurring basis:

	Amounts
Balance as of January 1, 2008	$ 450
Purchase of auction rate securities	1,740
Balance as of January 1, 2009	2,190
Sales of auction rate securities	(600)
Balance as of December 31, 2009	1,590
Sales of auction rate securities	(1,590)
Balance as of December 31, 2010	$ —

The following table summarized the movement of the balances of the Group's financial liabilities measured at fair value with level 3 inputs on a recurring basis:

	Amounts
Balance as of January 1, 2008	$ —
Issuance of Series D warrants	9,165
Gain on change of fair value of Series D warrants	(72,875)
Balance as of January 1, 2009	(63,710)
Exercise of 2009 Series D warrants	17,007
Loss on change of fair value of Series D warrants	68,184
Balance as of December 31, 2009	21,481
Exercise of 2010 Series D warrants	(95,845)
Loss on change of fair value of Series D warrants	74,364
Balance as of December 31, 2010	$ —

Measured at fair value on a non-recurring basis

The Group measured the equity method investment in Xin Qi and cost method investment in Ka Dang at fair value on a nonrecurring basis when it wrote down the carrying amounts of the investments to their fair value as a result of the impairment assessments (Note 8). The determination of fair value of the investment involves judgment as to the severity and duration of the decline below fair value. The fair value was determined using models with significant unobservable inputs (Level 3 inputs), primarily the management estimation on the future performance of the investees and the recoverability of the investment.

The Group re-measured certain intangible assets at their value on a nonrecurring basis as results of the impairment loss recognized in 2009, as set out in Note 10. The fair value was determined using models with significant unobservable inputs (Level 3 inputs), primarily the discounted future cash flow.

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20. NONCONTROLLING INTEREST

	Total
Balance as of January 1, 2008	$ 155
Purchase of noncontrolling interest in Beijing Jiu Tong	30
Net loss	(185)
Balance as of December 31, 2008	$ —

The Group acquired the remaining 20% noncontrolling interest in Beijing Jiu Tong in October 2008. As a result, no noncontrolling interest exists as of December 31, 2009 and after.

21. SHARE-BASED COMPENSATION

The Company adopted 2003 Stock Incentive Option Plan (the “2003 Plan”), 2004 Stock Incentive Option Plan (the “2004 Plan”), 2005 Stock Incentive Option Plan (the “2005 Plan”), 2006 Stock Incentive Option Plan (the “2006 Plan”), 2008 Stock Incentive Option Plan (the “2008 Plan”), and 2009 Stock Incentive Option Plan (the “2009 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.

In October 2007, the Company’s Board of Directors approved 27,006,040 shares for option grants under the 2006 Plan. The majority options will vest over four years where 25% of the options will vest at the end of the first year, 25% will vest yearly in the second year through the fourth years. The stock options expire 10 years from the date of grant. All the authorized 27,006,040 options were granted to employees, management and external advisors in 2007.

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 prices ranging from $0.08 to $0.18 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 years.

In June 2010, the Board of Directors approved the early exercise of 84,395,110 stock options held by seven company executives in exchange for promissory notes with an interest rate of 5.4% per annum. The early exercise did not change the vesting schedule and other terms, e.g. automatic forfeiture upon employment termination before the original vesting period, of the options granted.

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21. SHARE-BASED COMPENSATION—continued

The promissory notes are due and payable at the earlier of 3 years from issuance, termination of employment with the Group, or an initial public offering of the Company or any subsidiaries of its subsidiaries. The loans are secured by the pledge of the underlying ordinary share issued upon the early exercise. The loans are fully repaid in April 2011 as set out in Note 31.

The promissory notes are considered in-substance nonrecourse loans and consequently in substance the options still remain to be exercised. The shares issued upon the early exercise were not included in the calculation of basic earnings per share.

The exercise with promissory notes was considered as a modification to the share-based compensation arrangement but without an incremental compensation cost.

The fair value of the options granted is estimated on the date of grant using the Black-Scholes option-pricing model with assistance from Marsh, an independent valuation firm, with the following assumptions used.

	Year ended December 31,		
	2008	2009	2010
Risk-free interest rate	4.07%-4.16%	3.16%	0.96%~3.49%
Expected life (years)	5.79-6.08	6.08	0.36~7.27
Volatility rate	59.60%-60.10%	63.60%	42.0%~61.0%
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.

(2) Risk-free interest rate

Risk-free interest rate was estimated based on the yield to maturity of US dollar dominated China Sovereign Bonds with a maturity period equals to the expected term of the options as of the valuation date. The Company’s options are denominated in United States Dollar.

(3) Expected term

For the options granted to employees, as the Company did not have sufficient historical share option exercise experience, it 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, the Company estimated the expected term as the original contractual term.

(4) Dividend yield

The dividend yield was estimated by the Group based on its expected dividend policy over the expected term of the options.

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21. SHARE-BASED COMPENSATION—continued

(5) Exercise price

The exercise price of the options was determined by the Group's board of directors.

(6) Fair value of underlying ordinary shares

The estimated fair value of the ordinary shares underlying the options as of the respective grant dates was determined based on a retrospective valuation. The management estimated the fair value of the ordinary shares on the grant dates with the assistance of Marsh, an independent valuation firm.

The total intrinsic value of options exercised during the years ended December 31, 2008, 2009 and 2010 was $10,908.

The following table summarizes information with respect to share options outstanding as of December 31, 2010:

	Options outstanding				Options exercisable			
	Number outstanding	Weighted-average exercise price	Weighted-average remaining contractual life (years)	Weighted-average intrinsic value	Number of exercisable	Weighted-average exercise price	Weighted-average remaining contractual life	Weighted-average intrinsic value
Range of exercise price:								
$0.08–0.18	120,043,620	$ 0.18	1.43	$ 112,824	76,373,190	$ 0.18	1.43	$ 71,905
$0.20–0.30	1,743,880	$ 0.22	—	1,559	1,743,880	0.22	—	1,559
$0.35–0.38	1,120,000	$ 0.36	—	852	1,120,000	0.36	—	852
	122,907,500			$ 115,235	79,237,070			$ 74,316

The following table summarizes information regarding the stock options granted:

Grant date	Options granted	Weighted average exercise price per option	Weighted average fair value per option at grant date	Weighted average intrinsic value per option at the grant dates
Balance, January 1, 2008	48,518,000	0.17		
Granted	60,312,000	0.18	$ 0.15	$ —
Exercised	(444,320)	0.13		
Forfeited	(7,821,100)	0.18		
Balance, December 31, 2008	100,564,580	0.18		
Granted	39,064,000	0.18	$ 0.22	$ 0.04
Exercised	(1,500,000)	0.18		
Forfeited	(2,837,170)	0.18		
Balance, December 31, 2009	135,291,410	0.18		
Granted	3,980,630	0.18	$ 0.36	$ 0.18
Exercised	(11,058,330)	0.14		
Forfeited	(5,306,210)	0.18		
Balance, December 31, 2010	122,907,500	0.18		
Exercisable, December 31, 2009	64,627,190	$ 0.17		
Exercisable, December 31, 2010	79,237,070	$ 0.18		

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21. SHARE-BASED COMPENSATION—continued

For employee stock options, the Group recorded share-based compensation of $1,037, $2,133 and $2,790 during the years ended December 31, 2008, 2009 and 2010, 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 Group recorded share-based compensation of $195, $123 and $8 during the years ended December 31, 2008, 2009 and 2010, respectively, based on the fair value on the grant dates over the requisite service period of award using the straight-line method.

These amounts were classified as research and development expenses at $176, $232 and $572, selling and marketing expenses at $79, $78 and $121 and general and administrative expenses at $977 (including $195 for non-employees), $1,946 (including $123 for non-employees), and $2,105 (including $8 for non-employees), respectively, for the years ended December 31, 2008, 2009 and 2010, in the accompanying consolidated statement of operations.

As of December 31, 2010, there was $5,551 unrecognized share-based compensation cost relating to share options. This amount is expected to be recognized over a weighted-average vesting period of 1.43 years.

22. SUBSCRIPTION RECEIVABLE

In October 2010, the Company issued 7,000,000 ordinary shares to two Company executives at $0.701 per share, respectively. The two executives issued promissory notes of $4,909 bearing an interest rate of 5.6% per annum to the Company to settle the issuance consideration. The promissory notes become due and payable at the earlier of (1)3 years, (2) termination of employment of the two executives with the Group, and (3) immediately prior to the Company's qualified IPO. The loans are secured by the pledge of the underlying ordinary shares to be issued. The Group recorded the loans receivable as subscription receivable, a contra-account in equity, as of December 31, 2010.

23. EXCHANGE GAIN/LOSS FROM DUAL CURRENCY DEPOSITS

The Company entered into contracts with a bank with respect to dual currency deposits ("DCDs"), which were denominated in currencies other than the functional currency of the Company and were generally of 7 days to 21 days duration at a fixed interest rate. The Group made the investment in dual currency deposits for the purpose of enhancing the yields of the Group's cash balances. At December 31, 2009 and 2010, there was no DCD contract outstanding, and due to the fluctuation of the foreign exchange rates, the Group recognized a profit (loss) of $(12,914), $1,673 and $3,781 for the years ended December 31, 2008, 2009 and 2010, respectively.

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24. RELATED PARTY BALANCES AND TRANSACTIONS

Details of related party balances and transactions as of December 31, 2009 and 2010 are as follows:

As of December 31, 2009 and 2010, amounts due from related parties are $60 and $218,456, and details are as follows:

(a) Receivable from executives:

	As of December 31,	
	2009	2010
James Jian Liu, a director of the Company	$ 60	$ 747
Hui Huang, Chief Financial Officer of the Company	—	68
Joseph Chen, a director of the Company	—	1,108
Total	$ 60	$ 1,923

The balances are due and payable at the earlier of July 2013, termination of employment with the Group, or an initial public offering of the Company or any subsidiaries of its subsidiaries with interest rate of 5.4% per annum.

(b) Consideration receivable from disposal of Mop.com, Gummy Inc. and cost method investment in Global Net:

	As of December 31,	
	2009	2010
OPH, an entity controlled by the CEO of the Company (Note 4)	$ —	$18,443

(c) Consideration receivable from exercise of Tranche 4 Series D warrants:

	As of December 31,	
	2009	2010
SB Pan Pacific Corporation, a principal Shareholder (Note 18)	$ —	$198,090

The consideration was subsequently received in late January 2011.

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25. SEGMENT INFORMATION

The Group's chief operating decision maker has been identified as the Chief Executive Officer, who reviews consolidated results when making decisions about allocating resources and assessing performance of the Group. The Group has one operating segment.

Components of net revenues are presented in the following table:

	Years ended December 31,		
	2008	2009	2010
Online advertising	$ 6,776	$ 18,408	$ 32,003
IVAS:			
Online gaming	6,272	23,565	34,413
Other IVAS	734	4,711	10,119
Sub-total	7,006	28,276	44,532
Total	$ 13,782	$ 46,684	$ 76,535

Substantially all of the Company's revenues for the years ended December 31, 2008, 2009 and 2010 were generated from the PRC.

As of December 31, 2008, 2009 and 2010, respectively, substantially all of long-lived assets of the Group are located in the PRC.

26. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted net loss per ordinary share for the years ended:

	Years ended December 31,		
	2008	2009	2010
Net income (loss):			
Income (loss) from continuing operations	$51,892	$(68,267)	$(61,195)
Loss (income) on discontinued operations, net of tax	(2,740)	(1,848)	(2,960)
Net income (loss)	49,152	(70,115)	(64,155)
Add: net loss from discontinued operations attributable to noncontrolling interest	185	—	—
Net income (loss) attributable to Renren Inc. shareholders before allocation to participating securities	49,337	(70,115)	(64,155)
Less: Net income (loss) allocated to participating securities (i)			
Excess of repurchase consideration paid over carrying value of Series A preferred share (ii)	—	(2,088)	(6,800)
Other distributed earnings allocated to Series A shares	(436)	—	—

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26. EARNINGS PER SHARE—continued

	Years ended December 31,		
	2008	2009	2010
Net income attributable to Series A preferred share holder for computing basic net income per ordinary share	(436)	(2,088)	(6,800)
Excess of repurchase consideration paid over carrying value of Series B preferred share (ii):	—	(823)	(5,424)
Other distributed earnings allocated to Series B shares	(403)	—	—
Net income attributable to Series B preferred share holder for computing basic net income per ordinary share	(403)	(823)	(5,424)
Excess of repurchase consideration paid over carrying value of Series C preferred share (ii):	(36,764)	(13,445)	—
Other distributed earnings allocated to Series C shares	(702)	—	—
Net income attributable to Series C preferred share holder for computing basic net income per ordinary share	(37,466)	(13,445)	—
Accretion to Series D shares to the redemption value	(11,926)	—	—
Other distributed earnings allocated to Series D shares	(576)	—	—
Net income attributable to Series D preferred share holder for computing basic net income per ordinary share	(12,502)	—	—
Net income (loss) allocated for computing net income (loss) per ordinary shares			
—continuing operations	1,085	(84,623)	(73,419)
—discontinued operations	(2,555)	(1,848)	(2,960)
Net loss attributable to Renren Inc. shareholders	$ (1,470)	$ (86,471)	$ (76,379)
Weighted average number of ordinary shares outstanding used in computing net income (loss) per ordinary share-basic	247,587,070	250,730,367	244,613,530
Weighted average number of ordinary shares outstanding used in computing net income (loss) per ordinary share-diluted (iii)	251,533,130	250,730,367	244,613,530
Net loss per ordinary share attributable to Renren Inc. shareholders—basic:			
Income (loss) from continuing operations	$ 0.00	$ (0.34)	$ (0.30)
Loss on discontinued operations	(0.01)	(0.01)	(0.01)
Net loss per ordinary share attributable to Renren Inc. shareholders—basic:	$ (0.01)	$ (0.35)	$ (0.31)
Net loss per ordinary share attributable to Renren Inc. shareholders—diluted:			
Income (loss) from continuing operations	$ 0.00	$ (0.34)	$ (0.30)
Loss on discontinued operations	(0.01)	(0.01)	(0.01)
Net loss per ordinary share attributable to Renren Inc. shareholders—diluted:	$ (0.01)	$ (0.35)	$ (0.31)

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26. EARNINGS PER SHARE—continued

Notes:

(i) The Group has determined that its convertible preferred shares are participating securities as the preferred shares participate in undistributed earnings on an as-if-converted basis. The holders of the preferred shares are entitled to receive dividends on a pro rata basis, as if their shares had been converted into ordinary shares. Accordingly, the Group uses the two-class method of computing net income per share, for ordinary and preferred shares according to participation rights in undistributed earnings.

(ii) The Company repurchased certain Series A, B and C preferred shares in year 2008, 2009 and 2010, respectively, as set out in Note 15 and Note 16. The excesses of the cash consideration paid by the Company to redeem such preferred shares over the carrying amount of the preferred shares as of the redemption dates were subtracted from the net income (loss) to arrive at the net income (loss) allocated for computing net income (loss) for ordinary shares for continuing operations.

(iii) The calculation of the weighted average number of ordinary shares for the purpose of diluted net loss per share has included the effect of certain securities. For the year ended December 31, 2008, such securities include incremental weighted average number of 874,690 and 3,071,370 ordinary shares from the assumed exercise of Series B warrants and share options using the treasure stock method, respectively.

The Series A shares, Series B shares, Series C shares, Series D shares and Series D warrants outstanding during 2008, 2009 and 2010 could potentially dilute basic net income per share in the future, but were excluded from the computation of diluted net income (loss) per share for the years ended December 31, 2008, 2009 and 2010 because their effect would be anti-dilutive.

27. COMMITMENTS

The Group leases its facilities and offices under non-cancelable operating lease agreements. In addition, the Group 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 2012 and are renewable upon negotiation. Rental expenses under operating leases for 2008, 2009 and 2010 were $5,973, $9,395 and $13,527, respectively.

Future minimum lease payments under such leases as of December 31, 2010 were as follows:

2011	$ 9,006
2012	10
	$ 9,016

28. CONTINGENCY

(i) In 2009, kaixin001.com, one of the Group's competitors, filed a lawsuit in the Beijing Second Intermediate People's Court for unfair competition against one of the subsidiaries of the Group for operating a website with the domain name kaixin.com. Based on the advice of counsel and the Group's assessment, a liability of $732 was accrued in other payables for potential liability upon settlement of this lawsuit which represented the 50% of the claimed amount by the plaintiff and reflected the reasonable estimate of the management on the probable unfavorable outcome of the litigation considering all available information at that time.

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28. CONTINGENCY—continued

In October 2010, the local court in Beijing rendered a judgment, which requested the Group to pay damages in an amount equivalent to approximately $60 to the plaintiff. However, the plaintiff has appealed the court's ruling and based on all available information up to the date of the issuance of financial statements, the management reversed $581 of the accrual and retained $151 accrual as of December 31, 2010.

(ii) As the social commerce industry in China is at an early stage of development, currently there are no PRC laws or regulations specifically governing the social commerce business in China. In particular, currently there is no PRC law or regulation specifically addressing the business tax obligations associated with social commerce services. The Group believes it is appropriate and reports revenue for business tax purposes to the relevant government authority in the same manner as the revenues are recognized from an accounting perspective, i.e. on a net basis as set out in Note 2. However, if the relevant government authority were to determine that business tax should be paid on the gross amount of sales relating to the social commerce services, this would result in an increase of approximately $650 of additional liability for business tax and a consequent reduction in net income for the year 2010. In addition, the PRC tax authorities may impose late payment fees and other penalties on the Group for any unpaid business taxes.

29. EMPLOYEE BENEFIT PLAN

Full time employees of the Group in the PRC participate in a government-mandated defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. The Group accrues for these benefits based on certain percentages of the employees' salaries. The total provisions for such employee benefits were $3,344 and $6,078 for the years ended December 31, 2009 and 2010, respectively.

30. STATUTORY RESERVES AND RESTRICTED NET ASSETS

In accordance with the Regulations on Enterprises with Foreign Investment of China and their articles of association, the Group's subsidiaries and VIE located in the PRC (mainland), being foreign invested enterprises established in the PRC (mainland), are required to provide for certain statutory reserves, namely general reserve, enterprise expansion reserve, and staff welfare and bonus reserve, all of which are appropriated from net profit as reported in their PRC statutory accounts. The Group's subsidiaries 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.

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 Group's subsidiaries.

The appropriation to these reserves by the Group's PRC (mainland) subsidiaries were $nil and $2,595 for the years ended December 31, 2008 and 2009. In 2010, because the statutory reserve has reached 50% of their relevant registered capital, no appropriation was made.

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 Group. Amounts restricted include paid-in capital and the statutory reserves of the Company's PRC subsidiaries and VIE. As of December 31, 2010,

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30. STATUTORY RESERVES AND RESTRICTED NET ASSETS—continued

the aggregate amounts of capital and statutory reserves restricted which represented the amount of net assets of the relevant subsidiaries and VIE in the Group not available for distribution was $29,748. As of December 31, 2010, the aggregate amounts of net assets of the relevant subsidiaries and VIE in the Group free of restriction from distribution was $11,127.

31. SUBSEQUENT EVENTS

The Group has evaluated events subsequent to the balance sheet date of December 31, 2010 through April 15, 2011, which is the date the audited consolidated financial statements were available to be issued.

Grant of share option

In January 2011, the Company granted 12,608,500 share options to certain employees and advisors at the exercise price of $1.20 per share, where 25% of the options will be 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. The Group has determined the grant day fair value of the options was $7,649, which will be recognized in the consolidated statement of operations in the next four years.

Repurchase of ordinary shares

On January 31, 2011, the Company repurchased 800,000 ordinary shares from non-employee shareholders at a price of $0.7 per share.

Exercise of share option

Up to the date of this report, 2,435,540 vested options were exercised by employees and non-employee grantees at a total exercise price of $366.

Share split

In March 2011, the Board of Directors and the shareholders of the Company approved the following changes to the Company’s share capital.

Each of the previously issued ordinary shares, Series A Preferred Shares, Series B Preferred Shares, Series C Preferred Shares and Series D Preferred Shares, was split into 10 ordinary or preferred shares, respectively. All shares and per share information presented in the accompanying consolidated financial statements have been revised on a retroactive basis to reflect the share split as if the new share structure had been in place throughout the periods presented.

Conversion of the ordinary shares

In April 2011, the Board of Directors and the shareholders of the Company approved the following changes to the Company’s share capital.

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31. SUBSEQUENT EVENTS—continued

Conversion of the ordinary shares—continued

Immediately prior to the completion of the qualified IPO, the Company's authorized share capital will be divided into 3,000,000,000 Class A ordinary shares with a par value of $0.001 per share and 500,000,000 Class B ordinary shares with a par value of $0.001 per share.

Contemporaneously with the completion of the qualified IPO (i) 25,571,420 series A preferred shares, 70,701,580 series B preferred shares and 173,985,970 ordinary shares held by Mr. Joseph Chen and his transferees which are his affiliates will be automatically converted as Class B ordinary shares on a 1-for-1 basis, (ii) 135,129,480 series D preferred shares held by SB Pan Pacific Corporation and its transferees which are its affiliates will be automatically converted as Class B ordinary shares on a 1-for-1 basis, and (iii) all of the remaining ordinary shares and preferred shares that are issued and outstanding will be automatically converted into Class A ordinary shares on a 1-for-1 basis.

Holders of Class A ordinary shares and Class B ordinary shares have the same rights except that (i) in all matters subject to a vote at general meetings of the Company, Class B Ordinary Shares are entitled to ten votes whereas Class A Ordinary Shares are entitled to one vote, and (ii) 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.

Litigation with Kaixin001

On April 11, 2011, the Beijing Higher People's Court announced its final judgment, which rejected the appeal by Kaixin001.com, and sustained the original judgment by the local court in Beijing as disclosed in Note 28. As a result, the Group did not change the accrual liability from the amount accrued as of December 31, 2010.

Early exercise of share option

In April 2011, the Board of Directors approved the early exercise of 440,000 share options held by a director of the Company at the cash proceeds of $528. The early exercise did not change the vesting schedule and other terms, e.g. automatic forfeiture upon employment termination before the original vesting period, of the options granted.

Receipt of the repayment of amounts due from related parties

In April 2011, the Company received all the outstanding balance of amounts due from related parties as of December 31, 2010 as set out in Note 21, Note 22 and Note 24.

RENREN INC.

Additional Information—Financial Statement Schedule I
Condensed Financial Information of Parent Company
BALANCE SHEETS
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	As of December 31,	
	2009	2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 72,115	$ 97,947
Short-term investments	36,369	62,318
Prepaid expense	—	2,826
Amounts due from subsidiaries	79,716	125,314
Amounts due from related parties	60	218,456
Total current assets	188,260	506,861
Equipment, net	—	800
Investment in subsidiaries and VIE	(29,215)	(76,290)
Cost method investment	261	—
TOTAL ASSETS	$159,306	$431,371
LIABILITIES, CONVERTIBLE REDEEMABLE PREFERRED SHARES AND EQUITY (DEFICIT)		
Current liabilities:		
Accrued expenses and other payables	$ 409	$ 804
Warrants	21,481	—
Total current liabilities	21,890	804
TOTAL LIABILITIES	21,890	804
Series C convertible redeemable preferred shares ($0.001 par value; 215,959,520 shares authorized, issuance price $0.223 per share; 128,048,440 and 128,048,440 shares issued and outstanding as of December 31, 2009 and 2010, respectively, liquidation value of $26,713)	28,520	28,520
Series D convertible redeemable preferred shares ($0.001 par value; 434,204,890 shares authorized, and issuance price $0.993 per share; 207,590,230 and 434,204,890 shares issued and outstanding as of December 31, 2009 and 2010, respectively, liquidation value of $403,854)	193,398	571,439

RENREN INC.

Additional Information—Financial Statement Schedule I
Condensed Financial Information of Parent Company
BALANCE SHEETS—continued
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	As of December 31,	
	2009	2010
Shareholder's Equity (Deficit):		
Series A convertible preferred shares ($0.001 par value; 100,000,000 shares authorized; 96,500,000 and 85,100,000 shares issued and outstanding as of December 31, 2009 and 2010, respectively)	97	85
Series B convertible preferred shares ($0.001 par value; 100,000,000 shares authorized; 91,101,540 and 81,501,540 shares issued and outstanding as of December 31, 2009 and 2010, respectively)	91	82
Ordinary shares ($0.001 par value; 2,000,000,000 shares authorized; 250,772,640 and 211,383,000 shares issued and outstanding as of December 31, 2009 and 2010, respectively)	251	211
Additional paid-in capital	—	9,470
Subscription receivable	—	(4,909)
Accumulated other comprehensive income	18,794	46,646
Accumulated deficit	(103,735)	(220,977)
Total equity (deficit)	(84,502)	(169,392)
TOTAL LIABILITIES, CONVERTIBLE REDEEMABLE PREFERRED SHARES AND EQUITY (DEFICIT)	$ 159,306	$ 431,371

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

Additional Information—Financial Statement Schedule I
Condensed Financial Information of Parent Company
STATEMENTS OF OPERATIONS
(In thousands of US dollars, or otherwise noted)

	Years ended December 31,		
	2008	2009	2010
Operating expenses:			
General and administrative	$ (1,914)	$ (3,237)	$ (3,683)
Total operating expenses	(1,914)	(3,237)	(3,683)
Loss from operations	(1,914)	(3,237)	(3,683)
Change in fair value of warrants	72,875	(68,184)	(74,364)
Exchange (loss) gain on dual currency deposit	(12,914)	1,673	3,781
Interest income	774	106	54
Realized gain on marketable securities	—	755	—
Gain on disposal of cost method investment	—	—	40
Impairment on cost method investment	(350)	—	—
Income (loss) before provision for income tax and loss in equity method investment	58,471	(68,887)	(74,172)
Tax on capital gain for disposal of subsidiaries	—	—	(426)
Income (loss) before loss in equity method investment, net of income taxes	58,471	(68,887)	(74,598)
Loss on disposal of investment in subsidiary	—	—	(3,463)
Share of (loss) income from subsidiaries and VIE	(9,134)	(1,228)	13,906
Net income (loss)	$ 49,337	$ (70,115)	$ (64,155)

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

Additional Information—Financial Statement Schedule I
Condensed Financial Information of Parent Company
STATEMENTS OF CHANGES IN EQUITY (DEFICIT) AND COMPREHENSIVE INCOME (LOSS)
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Series A convertible preferred shares		Series B convertible preferred shares		Ordinary shares		Additional paid-in capital	Warrants	Accumulated other comprehensive income	Accumulated deficit	Total Renren Inc's deficit	Total comprehe-nsive income (loss) for the year
	Shares	Amount	Shares	Amount	Shares	Amount						
Balances at January 1, 2008	100,000,000	$ 100	92,558,680	$ 93	246,094,040	$ 246	$ 20,082	$ 25	$ 4,366	$ (41,851)	$(16,939)	
Exercise of Series B warrants	—	—	—	—	2,519,980	2	149	(25)	—	—	126	
Exercise of share option	—	—	—	—	444,320	1	—	—	—	—	1	
Share-based compensation	—	—	—	—	—	—	1,232	—	—	—	1,232	
Reversal of previously recognized unrealized gain upon disposal of an available-for-sale investment, net of tax effect of nil	—	—	—	—	—	—	—	—	(998)	—	(998)	$ (998)
Unrealized gain on marketable securities, net of tax effect of nil	—	—	—	—	—	—	—	—	1,340	—	1,340	1,340
Excess of repurchase consideration paid over the carrying amount of Series C shares (Note 16)	—	—	—	—	—	—	(21,463)	—	—	(15,301)	(36,764)	
Accretion to the Series D shares to the redemption value	—	—	—	—	—	—	—	—	—	(11,926)	(11,926)	
Foreign currency translation adjustments	—	—	—	—	—	—	—	—	2,190	—	2,190	2,190
Net income	—	—	—	—	—	—	—	—	—	49,337	49,337	49,337
Balances at December 31, 2008	100,000,000	$ 100	92,558,680	$ 93	249,058,340	$ 249	$ —	$ —	$ 6,898	$ (19,741)	$(12,401)	$ 51,869
Issuance of ordinary shares	—	—	—	—	214,300	—	11	—	—	—	11	
Exercise of option	—	—	—	—	1,500,000	2	268	—	—	—	270	
Share-based compensation	—	—	—	—	—	—	2,256	—	—	—	2,256	
Repurchase of Series A and B shares	(3,500,000)	(3)	(1,457,140)	(2)	—	—	(58)	—	—	(2,911)	(2,974)	
Excess of repurchase consideration paid over the carrying amount of Series C shares (Note 16)	—	—	—	—	—	—	(2,477)	—	—	(10,968)	(13,445)	
Unrealized gain on marketable securities, net of tax effect of nil	—	—	—	—	—	—	—	—	12,687	—	12,687	$ 12,687
Transfer to statement of operations of realized gain on available-for-sale investment, net of tax effect of nil	—	—	—	—	—	—	—	—	(755)	—	(755)	(755)
Foreign currency translation adjustments	—	—	—	—	—	—	—	—	(36)	—	(36)	(36)
Net loss	—	—	—	—	—	—	—	—	—	(70,115)	(70,115)	(70,115)
Balances at December 31, 2009	96,500,000	$ 97	91,101,540	$ 91	250,772,640	$ 251	$ —	$ —	$ 18,794	$ (103,735)	$(84,502)	$ (58,219)

The accompanying notes are integral part of these consolidated financial statements.

RENREN INC.

Additional Information—Financial Statement Schedule I
Condensed Financial Information of Parent Company
STATEMENTS OF CHANGES IN EQUITY (DEFICIT) AND COMPREHENSIVE INCOME (LOSS)—continued
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Series A convertible preferred shares		Series B convertible preferred shares		Ordinary shares		Additional paid-in capital	Subscription receivable	Accumulated other comprehensive income	Accumulated deficit	Total Renren Inc.'s deficit	Total comprehensive income (loss) for the year
	Shares	Amount	Shares	Amount	Shares	Amount						
Balances at January 1, 2010	96,500,000	$ 97	91,101,540	$ 91	250,772,640	$ 251	$ —	$ —	$ 18,794	$(103,735)	$ (84,502)	
Issuance of ordinary shares	—	—	—	—	10,000,000	10	7,003	(4,909)	—	—	2,104	
Exercise of option	—	—	—	—	11,058,330	11	1,555	—	—	—	1,566	
Share-based compensation	—	—	—	—	—	—	2,798	—	—	—	2,798	
Repurchase of ordinary shares	—	—	—	—	(60,447,970)	(61)	(1,531)	—	—	(40,863)	(42,455)	
Repurchase of Series A shares	(11,400,000)	(12)	—	—	—	—	(28)	—	—	(6,800)	(6,840)	
Repurchase of Series B shares	—	—	(9,600,000)	(9)	—	—	(327)	—	—	(5,424)	(5,760)	
Unrealized gain on marketable securities, net of tax effect of nil	—	—	—	—	—	—	—	—	27,539	—	27,539	$ 27,539
Foreign currency translation adjustments	—	—	—	—	—	—	—	—	313	—	313	313
Net loss	—	—	—	—	—	—	—	—	—	(64,155)	(64,155)	(64,155)
Balances at December 31, 2010	85,100,000	$ 85	81,501,540	$ 82	211,383,000	$ 211	$ 9,470	$ (4,909)	$ 46,646	$(220,977)	$(169,392)	$(36,303)

The accompanying notes are integral part of these consolidated financial statements.

RENREN INC.

Additional Information—Financial Statement Schedule I
Condensed Financial Information of Parent Company
STATEMENTS OF CASH FLOWS
(In thousands of US dollars, or otherwise noted)

	Year ended December 31,		
	2008	2009	2010
Cash flows from operating activities:			
Net income (loss)	$ 49,337	$ (70,115)	$ (64,155)
Adjustments to reconcile net income (loss) to net cash (used in) operating activities:			
Exchange loss (gain) on dual currency deposit	12,914	(1,673)	(3,781)
Realized gain in marketable security	—	(755)	—
Loss (gain) on investment in subsidiaries and VIE	9,134	1,228	(13,906)
Gain on disposal of cost method investments	—	—	(40)
Loss on disposal of investment in subsidiary	—	—	3,463
Impairment on cost method investments	350	—	—
Change in fair value of warrants	(72,875)	68,184	74,364
Share-based compensation expense	1,232	2,256	2,798
Changes in operating assets and liabilities:			
Accrued expenses and other payables	(2,810)	(36)	395
Net cash (used in) operating activities	(2,718)	(911)	(862)
Cash flows from investing activities:			
Sales of short-term investments	842,091	979,897	1,713,833
Purchase of short-term investments	(867,532)	(988,681)	(1,712,243)
Purchase of equipments	—	—	(800)
Intercompany receivable	(10,402)	(15,005)	(5,452)
Net cash used in investing activities	(35,843)	(23,789)	(4,662)
Cash flows from financing activities:			
Issuance of ordinary shares	—	11	2,104
Repurchase of Series A shares	—	(2,100)	(6,840)
Repurchase of Series B shares	—	(874)	(5,760)
Repurchase of Series C shares	(48,100)	(21,656)	—
Repurchase of Ordinary shares	—	—	(42,254)
Net proceeds from Series D financing (net of issuance cost of $2,761)	127,239	—	—
Prepayment received for exercise of option	270	—	—
Proceeds from exercise of Series B warrants	126	—	—
Proceeds from exercise of Series D warrants	—	80,372	84,106
Net cash provided by financing activities	79,535	55,753	31,356
Net increase in cash and cash equivalents	40,974	31,053	25,832
Cash and cash equivalents at beginning of year	88	41,062	72,115
Cash and cash equivalents at end of year	$ 41,062	$ 72,115	97,947

RENREN INC.

Additional Information—Financial Statement Schedule I
Condensed Financial Information of Parent Company
NOTES TO THE FINANCIAL STATEMENTS

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 statement except that the Parent Company used the equity method to account for investments in its subsidiaries and VIE.

The condensed financial information is provided since the restricted net assets of the Group's subsidiaries and VIE were over the 25% of the consolidated net assets of the Group as of December 31, 2010.

2. INVESTMENTS IN SUBSIDIARIES

The Parent Company and its subsidiaries and VIE 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 and VIE were reported using the equity method of accounting. The Parent Company's share of income (loss) from its subsidiaries and VIE were reported as share of income (loss) of subsidiaries and VIE in the accompanying parent company financial statements.

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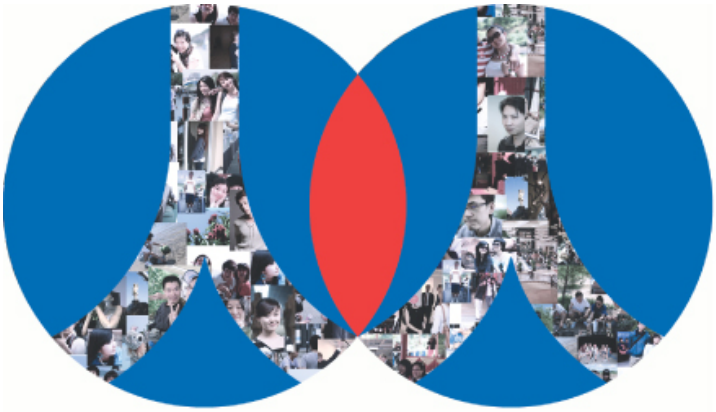

人人网
renren.com
The leading real name social network in China

糯米 nuomi.com
本地精品生活指南
A leading social commerce site in China

53,100,000 American Depositary Shares

Renren Inc.

Representing 159,300,000 Class A Ordinary Shares

Morgan Stanley	**Deutsche Bank Securities**	**Credit Suisse**
BofA Merrill Lynch		**Jefferies**
Pacific Crest Securities		**Oppenheimer & Co.**

Through and including , 2011 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences or committing a crime. Our articles of association provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such, except through their own willful neglect or default.

Pursuant to the indemnification agreements the form of which is filed as Exhibit 10.4 to this Registration Statement, we will agree to indemnify our directors and officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or officer.

The underwriting agreement, the form of which is filed as Exhibit 1.1 to this Registration Statement, will also provide for indemnification by the underwriters of us and our officers and directors for certain liabilities, including liabilities arising under the Securities Act, but only to the extent that such liabilities are caused by information relating to the underwriters furnished to us in writing expressly for use in this registration statement and certain other disclosure documents.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES.

During the past three years, we have issued the following securities (including options to acquire our ordinary shares). No underwriters were involved in any of these issuances.

Purchaser	Date of Sale or Issuance	Number of Securities*	Consideration (US$)	Securities Registration Exemptions
Lake Partners, LLC	March 16, 2009	21,430 ordinary shares	Approximately US$11,000	Section 4(2) of the Securities Act(1)
Joho Capital and certain affiliates of SBI Investment Co., Ltd.				
	April 4, 2008	3,133,438 Series D preferred shares	Approximately US$30 million	Section 4(2) of the Securities Act(1)
SOFTBANK CORP.	April 4, 2008	10,071,763 Series D preferred shares	Approximately US$100 million	Section 4(2) of the Securities Act(1)
SOFTBANK CORP.	April 4, 2008	Warrants to purchase 30,215,288 Series D preferred shares	Approximately US$315 million as amended on July 1, 2009, subject to adjustments	Section 4(2) of the Securities Act(1)
Apercen Ventures I LLC	November 16, 2010	300,000 ordinary shares	Approximately US$2.1 million	Section 4(2) of the Securities Act(1)
Two executive officers	October 22, 2010	700,000 ordinary shares	Promissory notes of US$4.9 million bearing an interest rate of 5.6% per annum	Section 4(2) of the Securities Act(1)
Directors, officers, advisors and employees			Services to our company	Rule 701 under the Securities Act(2)
	Various dates	Options to purchase 5,565,313 ordinary shares		

* The information contained in this table does not give effect to the ten-for-one share split that became effective on March 25, 2011.

(1) To our knowledge, each of the investors acquired the securities for its own account for investment only and not with a view to or for sale in connection with any distribution thereof, and had adequate access, through their relationships with us, to information about us prior to their purchase of our securities.

(2) See “Management—Equity Incentive Plans” for a description of the principal terms of the plans. The aggregate amount of ordinary shares underlying the share options granted during any consecutive 12-month period has not exceeded 15% of our outstanding ordinary shares (including ordinary shares into which our issued and outstanding preferred shares will automatically convert immediately upon the completion of this offering) as of December 31, 2010.

ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits

See Exhibit Index beginning on page II-7 of this registration statement.

The agreements included as exhibits to this registration statement contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties were made for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosures that were made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of “materiality” that are different from “materiality” under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

We acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, we are responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this registration statement not misleading.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the Consolidated Financial Statements or the Notes thereto.

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Beijing, the People's Republic of China, on April 15, 2011.

Renren Inc.

By: /s/ Joseph Chen
Name: Joseph Chen
Title: Chairman of the Board of Directors and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Joseph Chen and Hui Huang as attorneys-in-fact with full power of substitution, for him or her in any and all capacities, to do any and all acts and all things and to execute any and all instruments which said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration under the Securities Act of ordinary shares of the registrant (the "Shares"), including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to the Registration Statement on Form F-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission with respect to such Shares, to any and all amendments or supplements to such Registration Statement, whether such amendments or supplements are filed before or after the effective date of such Registration Statement, to any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act, and to any and all instruments or documents filed as part of or in connection with such Registration Statement or any and all amendments thereto, whether such amendments are filed before or after the effective date of such Registration Statement; and each of the undersigned hereby ratifies and confirms all that such attorney and agent shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on April 15, 2011.

Signature	Title
/s/ Joseph Chen **Name: Joseph Chen**	Chairman of the Board of Directors and Chief Executive Officer (principal executive officer)
/s/ Hui Huang **Name: Hui Huang**	Chief Financial Officer (principal financial and accounting officer)
/s/ James Jian Liu **Name: James Jian Liu**	Director
/s/ Katsumasa Niki **Name: Katsumasa Niki**	Director
/s/ David K. Chao **Name: David K. Chao**	Director
/s/ Matthew Nimetz **Name: Matthew Nimetz**	Director

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act, the undersigned, the duly authorized representative in the United States of Renren Inc., has signed this registration statement or amendment thereto in New York, on April 15, 2011.

Authorized U.S. Representative

By: /s/ Kate Ledyard
Name: Kate Ledyard, on behalf of Law Debenture Corporate Services Inc.
Title: Manager

Renren Inc.

EXHIBIT INDEX

Exhibit Number	Description of Document
1.1*	Form of Underwriting Agreement
3.1	Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2	Form of Amended and Restated Memorandum and Articles of Association of the Registrant (effective immediately prior to the completion of this offering)
4.1	Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3)
4.2	Registrant's Specimen Certificate for Class A Ordinary Shares
4.3	Form of Deposit Agreement, among the Registrant, the depositary and holder of the American Depositary Receipts
4.4	Amended and Restated Voting Agreement between the Registrant and other parties therein dated as of April 4, 2008, as amended
4.5	Amended and Restated Right of First Offer and Co-Sale Agreement between the Registrant and other parties therein dated as of April 4, 2008, as amended
4.6	Amended and Restated Investors' Rights Agreement between the Registrant and other parties therein dated as of April 4, 2008, as amended
4.7	Agreement regarding Director Appointment between the Registrant and SOFTBANK CORP. dated as of July 2, 2009
5.1	Form of Opinion of Appleby regarding the validity of the ordinary shares being registered
8.1	Form of Opinion of Skadden, Arps, Slate, Meagher & Flom LLP regarding certain U.S. tax matters
8.2	Form of Opinion of TransAsia Lawyers regarding certain PRC tax matters
8.3	Form of Opinion of Appleby regarding certain Cayman Islands tax matters
10.1	2006 Equity Incentive Plan
10.2	2008 Equity Incentive Plan
10.3	2009 Equity Incentive Plan
10.4	2011 Share Incentive Plan
10.5	Form of Indemnification Agreement between the Registrant and its directors and officers
10.6	Form of Employment Agreement between the Registrant and the officers of the Registrant
10.7	Business Operations Agreement, dated as of December 23, 2010, among Qianxiang Shiji, Qianxiang Tiancheng and the shareholders of Qianxiang Tiancheng
10.8	Amended and Restated Equity Option Agreements, dated as of December 23, 2010, among Qianxiang Shiji and the shareholders of Qianxiang Tiancheng
10.9	Amended and Restated Equity Interest Pledge Agreements, dated as of December 23, 2010, among Qianxiang Shiji and the shareholders of Qianxiang Tiancheng
10.10	Power of Attorney, dated as of December 23, 2010, by the shareholders of Qianxiang Tiancheng
10.11	Spousal Consents, dated as of December 23, 2010, by the shareholders of Qianxiang Tiancheng
10.12	Amended and Restated Loan Agreements, dated as of December 23, 2010, among Qianxiang Shiji and the shareholders of Qianxiang Tiancheng
10.13	Amended and Restated Exclusive Technical Service Agreement, dated as of December 23, 2010, among Qianxiang Shiji and Qianxiang Tiancheng

Exhibit Number	Description of Document
10.14	Amended and Restated Intellectual Property Right License Agreement, dated as of December 23, 2010, among Qianxiang Shiji and Qianxiang Tiancheng
10.15	Share Purchase Agreement, dated as of December 30, 2010, among Renren Inc. and Oak Pacific Holdings
10.16	Series D Securities Purchase Agreement between the Registrant and SOFTBANK CORP. dated as of April 4, 2008
10.17	First Amendment to the Series D Securities Purchase Agreement between the Registrant and SOFTBANK CORP. dated as of July 2, 2009
10.18	Amended and Restated Series D Preferred Share Purchase Warrant (2009) between the Registrant and SOFTBANK CORP. dated as of July 2, 2009
10.19	Second Amended and Restated Series D Preferred Share Purchase Warrant (2010) between the Registrant and SOFTBANK CORP. dated as of December 2010
10.20	Form of Subscription Agreement, dated as of April 15, 2011, among the Registrant and the parties named therein.
10.21	Form of Registration Rights Agreement.
21.1	Subsidiaries of the Registrant
23.1	Consent of Deloitte Touche Tohmatsu CPA Ltd., an independent registered public accounting firm
23.2	Consent of Appleby (included in Exhibit 5.1)
23.3	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 8.1)
23.4	Consent of TransAsia Lawyers (included in Exhibit 8.2)
23.5	Consent of Marsh Financial Advisory Services Limited
23.6	Consent of Derek Palaschuk
23.7	Consent of Ruigang Li
24.1	Powers of Attorney (included on signature page)
99.1	Code of Business Conduct and Ethics of the Registrant
99.2	Form of Opinion of TransAsia Lawyers, counsel to Renren Inc., regarding certain PRC legal matters

* To be filed by amendment.

THE COMPANIES LAW (2010 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

AMENDED AND RESTATED

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

RENREN INC.

(adopted by the special resolutions of the members on December 13, 2010, as amended by the special resolutions of the members on March 25, 2011)

THE COMPANIES LAW (2010 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

AMENDED AND RESTATED

MEMORANDUM OF ASSOCIATION

OF

RENREN INC.

(adopted by the special resolutions of the members on December 13, 2010, as amended by the special resolutions of the members on March 25, 2011)

The name of the Company is "**Renren Inc**."

The registered office of the Company shall be at the offices of Appleby Trust (Cayman) Ltd., Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands, or at such other place as the Directors may from time to time decide.

The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2010 Revision) or as the same may be revised from time to time, or any other law of the Cayman Islands.

The liability of each Member is limited to the amount from time to time unpaid on such Member's Shares.

The share capital of the Company is US$2,850,164.41, made up of 2,850,164,410 shares divided into: (a) 2,000,000,000 Ordinary Shares with a par value of US$0.001 per share; and (b) 850,164,410 Preferred Shares with a par value of US$0.001 per share, of which 100,000,000 are designated Series A Preferred Shares, 100,000,000 are designated Series B Preferred Shares, 215,959,520 are designated Series C Preferred Shares, and 434,204,890 are designated Series D Preferred Shares.

The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

THE COMPANIES LAW (2010 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

RENREN INC.

(adopted by the special resolutions of the members on December 13, 2010, as amended by the special resolutions of the members on March 25, 2011)

INTERPRETATION

In these Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

"2009 Series D Warrant"	has the meaning set forth in the Purchase Agreement.
"2010 Series D Warrant"	has the meaning set forth in the Purchase Agreement.
"Affiliate"	means any Person who is an "affiliate" as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.
"Articles"	means these articles of association of the Company as originally framed or as from time to time altered by Special Resolution.
"Auditor"	means the person for the time being performing the duties of auditor of the Company (if any).
"Board"	means the Board of Directors of the Company.
"CIAC"	means CIAC/ChinaInterActiveCorp, an exempted company incorporated under the Companies Law (2010 Revision) of the Cayman Islands.
"Company"	means the above named company.
"DCM Director"	means the director nominated by a majority of the Ordinary Shares and Preferred Shares held by the DCM Shareholders pursuant to the Voting Agreement.
"DCM Shareholders"	means DCM III, L.P., DCM III-A, L.P., DCM Affiliates Fund III, L.P., and any Affiliate thereof that owns or acquires any Shares.
"Dividend"	means any money, dividend, interest, profit or other distribution made by the Company to the holders of the Shares, including any interim dividend or bonus.

"Electronic Record"	has the same meaning as in the Electronic Transactions Law (2003 Revision).
"Equity Securities"	means the Ordinary Shares, the Preferred Shares, any securities having voting rights in the election of the Board not contingent upon default, any securities evidencing an ownership interest in the Company, any securities convertible into or exercisable for any shares of the foregoing, and any agreement or commitment to issue any of the foregoing.
"Founder"	means each of Shoa-Kai Liu, Sierra Trust Management Company Limited, *Trustee for Sierra Trust*, Seven Trust Management Company Limited, *Trustee for Seven Trust*, and Cloud Nine Trust Management Company Limited, *Trustee for Cloud Nine Trust*.
"General Atlantic Shareholders"	means GAP LP, GAP Coinvestments III, GAP Coinvestments IV, GAP Coinvestments CDA, GAP-W, GapStar, GmbH Coinvestment, and any Affiliate thereof that owns or acquires any Shares, and the term "General Atlantic Shareholder" shall mean any such Person.
"GAP LP"	means General Atlantic Partners (Bermuda), L.P., a Bermuda limited partnership.
"GAP-W"	means GAP-W International LP, a Bermuda limited partnership.
"GAP Coinvestments III"	means GAP Coinvestments III, LLC, a Delaware limited liability company.
"GAP Coinvestments IV"	means GAP Coinvestments IV, LLC, a Delaware limited liability company.
"GAP Coinvestments CDA"	means GAP Coinvestments CDA, L.P. a Delaware limited partnership.
"GapStar"	means GapStar, LLC, a Delaware limited liability company.
"GmbH Coinvestment"	means GAPCO GmbH & Co. KG, a German limited partnership.
"Governmental Authority"	means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.
"Group"	means the Company and its Subsidiaries, and "Group Member" means any of them.

"Indebtedness"	means, as to any Person, (i) all obligations of such Person for borrowed money (including, without limitation, reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured), (ii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable and accrued liabilities arising in the ordinary course of business, (iii) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (v) all obligations of such Person under leases which have been or should be, in accordance with the US GAAP, recorded as capital leases, and (vi) all indebtedness secured by any Lien (other than statutory Lien or Liens in favor of lessors under leases other than leases included in clause (v)) on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person.
"Investors"	means the Junior Preferred Investors, the Series C Investors, the Series D Investors and the UU Holders.
"Investors' Rights Agreement"	means the Amended and Restated Investors' Rights Agreement by and among the Company and the Members, dated as of April 4, 2008.
"Joho Notes"	means the convertible notes issued by the Company to the purchasers listed on Schedule 1 to the Joho Note Purchase Agreement.
"Joho Note Purchase Agreement"	means the note purchase agreement dated as of January 28, 2008, by and among the Company and the purchasers listed thereto on Schedule 1.
"Junior Preferred Investor"	means any holder of the Company's Series A Preferred Shares and/or Series B Preferred Shares as of the date hereof.
"Lien"	means any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, lien (statutory or other) or preference, priority, right or other security interest or preferential arrangement of any kind or nature whatsoever.
"Liquidation"	means the voluntary or involuntary liquidation under applicable bankruptcy or reorganization legislation, or the dissolution or winding up of the Company.

"Major Investor"	means (i) the General Atlantic Shareholders, (ii) the Softbank Shareholders, (iii) the TCV Shareholders, (iv) the DCM Shareholders, (v) each Series C Investor (other than the General Atlantic Shareholders, the TCV Shareholders and the DCM Shareholders) and its Permitted Transferees who hold, in the aggregate, at least five percent (5%) of the Preferred Shares then outstanding, (vi) each Series D Investor (other than the Softbank Shareholders) and its Permitted Transferees who hold, in the aggregate, at least five percent (5%) of the Preferred Shares then outstanding, (vii) each Junior Preferred Investor who holds at least five percent (5%) of the Preferred Shares then outstanding and (viii) each UU Holder who holds at least 5,000,000 Ordinary Shares (as adjusted for any share splits, bonus issues, share combinations, or reclassifications and recapitalizations affecting such Ordinary Shares).
"Member"	has the same meaning as in the Statute.
"Memorandum"	means the memorandum of association of the Company.
"Ordinary Resolution"	means a resolution passed by a simple majority of votes cast calculated in accordance with Article 50.
"Ordinary Share"	means an ordinary share of US$0.001 par value in the capital of the Company having the respective rights attaching to it set out herein.
"Ordinary Share Equivalents"	means any security or obligation which is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Ordinary Shares, including, without limitation, the Preferred Shares and any option, warrant or other subscription or purchase right with respect to Ordinary Shares or any Ordinary Share Equivalent.
"Original Purchase Price"	means the Series A Original Purchase Price, the Series B Original Purchase Price, the Series C Original Purchase Price or the Series D Original Purchase Price, as the case may be.
"Person"	means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.
"Preferred Share"	means a preferred share of any series of US$0.001 par value in the capital of the Company having the rights attaching to it set out herein.
"Pro Rata Share"	means the aggregate number of Equity Securities held by a Major Investor relative to the aggregate number of Equity Securities held by all Major Investors, each calculated on an as-converted and as-exercised basis.
"Purchase Agreement"	means the Series D Preferred Securities Purchase Agreement, dated as of April 4, 2008, by and among the Company and the purchasers listed therein.
"Register of Members"	means the register maintained in accordance with the Statute and includes (except where otherwise stated) any duplicate Register of Members.
"Registered Office"	means the registered office of the Company.

"Relative"	of a natural person means any spouse of such person and any parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece or great-grandparent of such person or such spouse.
"Right of First Offer and Co-Sale Agreement"	means the Amended and Restated Right of First Offer and Co-Sale Agreement by and among the Company and the Members, dated as of April 4, 2008.
"Sale Transaction"	means, whether in a single transaction or a series of related transactions, (i) any merger, tender offer or other business combination in which the shareholders owning a majority of the voting securities of the Company prior to such transaction do not own a majority of the voting securities of the surviving Person after such transaction, (ii) a voluntary sale of voting securities by the shareholders of the Company to any Person in which the shareholders of the Company do not own a majority of the voting securities of the surviving Person (including, without limiting the ultimate parent company) after such sale or (iii) the sale, transfer or other disposition of all or substantially all of the assets of the Company.
"SBI Notes"	means the convertible notes issued by the Company to the purchasers listed on Schedule 1 to the SBI Note Purchase Agreement.
"SBI Note Purchase Agreement"	means the note purchase agreement dated as of February 22, 2008, by and among the Company and the purchasers listed thereto on Schedule 1.
"Seal"	means the common seal of the Company and includes every duplicate seal.
"Securities Act"	means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the Securities Exchange Commission promulgated thereunder.
"Series A Preferred Share"	means a Preferred Share designated as a Series A Preferred Share on allotment and issue having the rights attaching to it set out herein.
"Series B Preferred Share"	means a Preferred Share designated as a Series B Preferred Share on allotment and issue having the rights attaching to it set out herein.
"Series C Investor"	means any holder of Series C Preferred Shares as of the date hereof.
"Series C Preferred Share"	means a Preferred Share designated as a Series C Preferred Share on allotment and issue having the rights attaching to it set out herein.
"Series D Preferred Share"	means a Preferred Share designated as a Series D Preferred Share on allotment and issue having the rights attaching to it set out herein.

"Series D Investor"	means any holder of Series D Securities as of the date hereof.
"Series D Securities"	means the Series D Preferred Shares and the Series D Warrants.
"Series D Warrants"	means the 2009 Series D Warrant and the 2010 Series D Warrant.
"Share" and "Shares"	means a share or shares in the capital of the Company and includes a fraction of a share.
"Share Capital"	means, with respect to any Person, any and all shares, interests, participation, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's share capital and any and all rights, warrants or options exchangeable for or convertible into such share capital (but excluding any debt security whether or not it is exchangeable for, or convertible into, such share capital).
"Share Option Plans"	means the Company's 2006 Equity Incentive Plan, dated March 27, 2006 and 2008 Equity Incentive Pan, dated January 31, 2008.
"Softbank Shareholders"	means Softbank Corp. and any Affiliate thereof that owns or acquires any Shares.
"Special Resolution"	means a resolution passed by a two thirds majority of votes cast calculated in accordance with these Articles.
"Statute"	means the Companies Law (2010 Revision) of the Cayman Islands.
"Subsidiaries"	has the meaning set forth in the Purchase Agreement.
"TCV Shareholders"	means TCV V, L.P., TCV Member Fund, L.P., and any Affiliate thereof that owns or acquires any Shares, and the term "TCV Shareholder" shall mean any such Person.
"US GAAP"	means the generally accepted accounting principles of the United States.
"UU Holder"	means each of Sierra Trust Management Company Limited, Trustee for Sierra Trust, Chuck Cheng, Paul Lee, Alfred Lee, Jianjun Cao, Matt Young, Carlos Schonfeld, Fan Bao, Cloud Nine Trust Management Company Limited, Trustee for Cloud Nine Trust, DCM III, L.P., DCM III-A, L.P., DCM Affiliates Fund III, L.P., Accel VIII L.P., Accel Internet Fund IV L.P., Accel Investors 2004 L.L.C., LC Fund II, Cynthia Tang, Xueping Zhou, Phyllis (Fengying) Guo, Ravi Mhatre, Jake Seid, Lexanna Investment Partners, Larry Sun, and Michael X. Jiang.
"Voting Agreement"	means the Amended and Restated Voting Agreement by and among the Company and the Members, dated as of April 4, 2008.

In these Articles:

1. words importing the singular number include the plural number and vice-versa;
2. words importing the masculine gender include the feminine gender;
3. words importing persons include corporations, partnerships, limited liability companies or other business organizations;
4. "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
5. references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;
6. any phrase introduced by the terms "including," "include," "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
7. headings are inserted for reference only and shall be ignored in construing these Articles; and
8. Section 8 of the Electronic Transactions Law shall not apply.

COMMENCEMENT OF BUSINESS

3 The business of the Company may be commenced as soon after incorporation as the Directors shall see fit. The Company shall have perpetual existence until wound up or struck off in accordance with the Statute and these Articles.

4 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

ISSUE OF SHARES

5 5.1 Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in a general meeting) and to the provisions of Article 7 and Article 8 and without prejudice to any rights attached to any existing Shares, the Directors may allot and issue two classes of Shares to be designated, respectively, as Ordinary Shares and Preferred Shares. The Preferred Shares may be allotted and issued from time to time in one or more series. The series of Preferred Shares shall be designated prior to their allotment and issue and shall comprise 100,000,000 Series A Preferred Shares, 100,000,000 Series B Preferred Shares, 215,959,520 Series C Preferred Shares and 434,204,890 Series D Preferred Shares. In the event that any Preferred Shares shall be converted pursuant to Article 7.4 hereof, the Shares so converted shall be cancelled and shall not be re-issuable by the Company. Further, any Preferred Share acquired by the Company by reason of redemption, repurchase, conversion or otherwise shall be cancelled and shall not be re-issuable by the Company. The Ordinary Shares may be allotted and issued from time to time in one or more series.

5.2 Subject to the terms and conditions specified in this Article 5.2, the Company hereby grants to each Major Investor a preemptive right with respect to future sales by the Company of its New Shares (as hereinafter defined). For purposes of this Article 5.2, other than for purposes of the notice provisions, Major Investor includes any general partners and Affiliates of a Major Investor. A Major Investor who chooses to exercise the preemptive right may designate as purchasers under such right itself or its Affiliates in such proportions as it deems appropriate; provided that such Major Investor shall be responsible for the performance by its designated Affiliate of such Affiliate's obligations to complete such purchase.

Each time the Company proposes to offer any Equity Securities ("**New Shares**"), the Company shall first make an offering of such New Shares to each Major Investor in accordance with the following provisions:

(a) The Company shall deliver a written notice (the "**Preemptive Right Notice**") to each Major Investor stating (i) its bona fide intention to offer such New Shares, (ii) the number of such New Shares to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Shares.

(b) Upon receipt of the Preemptive Right Notice, each Major Investor may elect to subscribe for, at the price and upon the terms specified in the Preemptive Right Notice, up to that portion of such New Shares which equals the proportion that (i) the sum of the number of Ordinary Shares issuable or issued upon conversion or exercise of Equity Securities plus all other voting securities then held by such Major Investor bears to (ii) the total number of Ordinary Shares then outstanding (assuming full conversion and exercise of all outstanding convertible or exercisable Equity Securities) (the "**Proportionate Share**"). The election will be exercisable by written notice (the "**Exercise Notice**") given to the Company by the twentieth (20th) calendar day after delivery of the Preemptive Right Notice and shall specify the maximum number of New Shares, even if greater than such Major Investor's Proportionate Share, that the Major Investor desires to purchase pursuant to this Article 5.2 (the "**Maximum Number**"). Failure of any Major Investor to provide an Exercise Notice within the twenty (20) day period shall be deemed to constitute a notification to the Company of such Major Investor's decision not to exercise the option to purchase any New Shares under this Article 5.2. The Shares shall be allocated among the Major Investors who properly deliver an Exercise Notice. If the sum of the Maximum Numbers specified by each of the Major Investors in the aggregate exceeds the number of New Shares proposed to be issued by the Company, then the Major Investors who wish to subscribe for more than their Proportionate Share shall be allocated, pro rata, the New Shares in excess of their Proportionate Share; provided, however, that no Major Investor shall be allocated more than such Major Investor's Maximum Number. The delivery of an Exercise Notice by a Major Investor under this Article 5.2 shall constitute an irrevocable commitment to purchase the Shares that are allocated to such Major Investor under this Article 5.2. The pro rata portion of each Major Investors' New Shares in excess of its Proportionate Share shall be equal to a fraction, the numerator of which is the number of Ordinary Shares issuable or issued upon conversion or exercise of Equity Securities plus all other voting securities then held by such Major Investor and the denominator of which is the total number of Ordinary Shares plus all other voting securities then held by all Major Investors (assuming full conversion and exercise of all outstanding convertible or exercisable Equity Securities) who properly send an Exercise Notice and who wish to subscribe for more than their Proportionate Shares.

(c) The Company may, during the forty-five (45) day period following the expiration of the 20-day period provided in Article 5.2 hereof, offer the remaining unsubscribed portion of the New Shares to any Person or Persons at a price not less than, and upon terms no more favourable to the offeree than those specified in the Preemptive Right Notice. If the Company does not enter into an agreement for the sale of the New Shares within such period, or if such agreement is not consummated within forty-five (45) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Shares shall not be offered unless first reoffered to the Major Investors in accordance herewith.

(d) The preemptive right in this Article 5.2 shall not be applicable (i) to the issuance of Ordinary Shares (or options therefor) to employees, officers and directors, pursuant to a broadly based share purchase or option plan approved by the Board the purpose of which is to provide equity incentives to such individuals, (ii) to any issuance from and after consummation of the Company's Qualified IPO, (iii) to the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities outstanding on, and pursuant to terms existing on, the date hereof, (iv) to the issuance of any Equity Securities issued or issuable pursuant to a conversion price adjustment under Article 7.4, (v) to the issuance of securities in connection with a bona fide business acquisition of or by the Company or any of its Subsidiaries, whether by merger, acquisition of assets, or acquisition of shares, that was approved by the Board, (vi) to the issuance of securities in connection with any strategic business partnership approved by the Board, the principal purpose of which is not fundraising (as determined in good faith by the Board), but for the avoidance of doubt, excluding any private equity, venture capital or similar fund, (vii) Equity Securities issued or issuable upon conversion of the Joho Notes and SBI Notes; or (viii) Equity Securities issued or issuable upon exercise or conversion of the Series D Securities.

6 The Company shall not issue Shares to bearer.

PREFERRED SHARES

7 Rights, Preferences, Privileges and Restrictions of Preferred Shares. The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Shares are as set forth below in this Article 7.

7.1 Rank. The Series C Preferred Shares and Series D Preferred Shares shall, with respect to (i) all payments and distributions upon a Liquidation and a Sale Transaction and (ii) dividend rights, redemption rights and all other rights and preferences, rank (x) *pari passu* with each other and (y) senior to the Ordinary Shares, the Series A Preferred Shares, the Series B Preferred Shares and each other class or series of Share Capital of the Company which does not rank *pari passu* with or senior to the Series C Preferred Shares and Series D Preferred Shares (the foregoing clause (y), the "**Junior Securities**").

7.2 Dividend Rights. The holders of the Preferred Shares, subject to the Statute and these Articles, shall be entitled to receive, when and if declared by the Directors, out of any assets of the Company legally available therefor, such Dividends payable to the holders of Ordinary Shares pro rata with the issued and outstanding Ordinary Shares, where each outstanding Preferred Share is treated for this purpose as having been converted into the number of Ordinary Shares into which such Preferred Share, could then be converted pursuant to Article 7.4 as of the record date fixed for the determination of the holders of Ordinary Shares of the Company entitled to receive such Dividend.

7.3 Liquidation Preference.

(a) Series A Preferred Shares, Series B Preferred Shares, Series C Preferred Shares and Series D Preferred Shares. In the event of any Liquidation, (i) first, on a *pari passu* basis, (x) the holders of the Series C Preferred Shares shall be entitled to receive in cash, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets or surplus funds of the Company to the holders of any Junior Securities, an amount for each Series C Preferred Share then held by them equal to the greater of (A) the sum of US$0.22272693 (as adjusted for any stock splits, bonus issues, recapitalizations, combinations, or similar transactions made with respect to the Series C Preferred Shares after the date hereof, the "**Series C Original Purchase Price**") plus all declared but unpaid dividends on the Series C Preferred Shares up to and including the date of payment of the Series C Liquidation Preference, or (B) the aggregate amount payable in such Liquidation with respect to the number of Ordinary Shares into which each such Series C Preferred Share is convertible immediately prior to such Liquidation (the greater of clauses (A) or (B), the "**Series C Liquidation Preference**") and (y) the holders of the Series D Preferred Shares shall be entitled to receive in cash, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets or surplus funds of the Company to the holders of any Junior Securities, an amount for each Series D Preferred Share then held by them equal to the greater of (A) the sum of US$0.99287483(as adjusted for any stock splits, bonus issues, recapitalizations, combinations, or similar transactions made with respect to the Series D Preferred Shares after the date hereof, the "**Series D Original Purchase Price**") plus all declared but unpaid dividends on the Series D Preferred Shares up to and including the date of payment of the Series D Liquidation Preference, or (B) the aggregate amount payable in such Liquidation with respect to the number of Ordinary Shares into which each such Series D Preferred Share is convertible immediately prior to such Liquidation (the greater of clauses (A) or (B), the "**Series D Liquidation Preference**") and (ii) second, the holders of the Series A Preferred Shares and Series B Preferred Shares shall be entitled to receive, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets or surplus funds of the Company to the holders of the Ordinary Shares and to the holders of any other Shares or securities ranking junior to the Series A Preferred Shares or Series B Preferred Shares with respect to a Liquidation, as applicable, (I) an amount for each Series A Preferred Share then held by them equal to the greater of (A) the sum of US$0.0035 (as adjusted for any stock splits, bonus issues, recapitalizations, combinations, or similar transactions made with respect to such shares after the date of issuance of such shares, the "**Series A Original Purchase Price**") plus all declared but unpaid dividends on the Series A Preferred Shares up to and including the date of payment of the Series A Liquidation Preference, or (B) the aggregate amount payable in such Liquidation with respect to the number of Ordinary Shares into which each such Series A Preferred Share is convertible immediately prior to such Liquidation (the greater of clauses (A) or (B), the "**Series A Liquidation Preference**") and (II) an amount for each Series B Preferred Share then held by them equal to the greater of (A) the sum of US$0.035 (as adjusted for any stock splits, bonus issues, recapitalizations, combinations, or similar transactions made with respect to such shares after the date of issuance of such shares, the "**Series B Original Purchase Price**") plus all declared but unpaid dividends on the Series B Preferred Share up to and including the date of payment of Series B Liquidation Preference, or (B) the aggregate amount payable in such Liquidation with respect to the number of Ordinary Shares into which each such Series B Preferred Share is convertible immediately prior to such Liquidation (the greater of clauses (A) or (B), the "**Series B Liquidation Preference**"). If, upon the occurrence of a Liquidation, the assets and funds legally available for payment or distribution among the holders of the Series C Preferred Shares and the holders of Series D Preferred Shares shall be insufficient to permit the payment or distribution to such holders of the full Series C Liquidation Preference and the payment or distribution to such holders of the full Series D Liquidation Preference, respectively, then the entire assets and funds legally available for payment or distribution among the holders of Series C Preferred Shares and the holders of Series D Preferred Shares shall be paid and distributed ratably among such holders of Series C Preferred Shares and such holders of Series D Preferred Shares in proportion to the aggregate Series C Liquidation Preference of the Series C Preferred Shares and the aggregate Series D Liquidation Preference of the Series D Preferred Shares that would be payable to such holders if such assets were sufficient to permit payment and distribution in full. If, upon the occurrence of a Liquidation, the assets and funds legally available for distribution among the holders of the Series C Preferred Shares and the holders of Series D Preferred Shares shall be sufficient to permit the payment or distribution to such holders of the full Series C Liquidation Preference and to such holders of the full Series D Liquidation Preference, but shall be insufficient to permit the payment or distribution to the holders of the Series A Preferred Shares and the holders of Series B Preferred Shares, the full Series A Liquidation Preference and the full Series B Liquidation Preference, respectively, then the remaining assets and funds of the Company legally available for distribution shall be paid and distributed ratably among the holders of the Series A Preferred Shares and the Series B Preferred Shares in proportion to the aggregate Series A Liquidation Preferences of the Series A Preferred Shares and the aggregate Series B Liquidation Preferences of the Series B Preferred Shares that would be payable to such holders if such assets were sufficient to permit payment or distribution in full.

(b) Liquidation Participation Rights. If the assets and funds of the Company legally available for distribution to the Company's shareholders exceed the aggregate Series C Liquidation Preference, Series D Liquidation Preference, Series A Liquidation Preference and Series B Liquidation Preference payable to the holders of Series C Preferred Shares, Series D Preferred Shares, Series A Preferred Shares and Series B Preferred Shares pursuant to Article 7.3(a), then, after the payments required by Article 7.3(a) shall have been made or irrevocably set apart for payment, the remaining assets and funds of the Company available for distribution to the Company's Members shall be distributed ratably among the holders of Ordinary Shares in proportion to the number of shares then held by them.

(c) Sale Transaction. In the event of any Sale Transaction, (i) first, (x) on a *pari passu* basis, the holders of the Series C Preferred Shares shall be entitled to receive, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets of the Company to the holders of any Junior Securities, an amount equal to the Series C Liquidation Preference plus all declared but unpaid dividends on the Series C Preferred Shares up to and including the date of payment of the Series C Liquidation Preference, and (y) the holders of the Series D Preferred Shares shall be entitled to receive, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets of the Company to the holders of any Junior Securities, an amount equal to the Series D Liquidation Preference plus all declared but unpaid dividends on the Series D Preferred Shares up to and including the date of payment of the Series D Liquidation Preference, and (ii) second, the holders of the Series A Preferred Shares and Series B Preferred Shares shall be entitled to receive, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets of the Company to the holders of the Ordinary Shares and to the holders of any other Shares or securities ranking junior to the Series A Preferred Shares or Series B Preferred Shares with respect to a Sale Transaction, as applicable, an amount equal to (A) the Series A Liquidation Preference plus all declared but unpaid dividends on the Series A Preferred Shares up to and including the date of payment of the Series A Liquidation Preference and (B) the Series B Liquidation Preference plus all declared but unpaid dividends on the Series B Preferred Share up to and including the date of payment of Series B Liquidation Preference. If, upon the occurrence of a Sale Transaction, the assets legally available for payment or distribution among the holders of the Series C Preferred Shares and the holders of Series D Preferred Shares shall be insufficient to permit the payment or distribution to such holders of the full Series C Liquidation Preference, and the payment or distribution to such holders of the full Series D Liquidation Preference, respectively, then the entire assets legally available for payment or distribution among the holders of Series C Preferred Shares and the holders of Series D Preferred Shares shall be paid and distributed ratably among such holders of Series C Preferred Shares and such holders of Series D Preferred Shares in proportion to the aggregate Series C Liquidation Preference of the Series C Preferred Shares and the aggregate Series D Liquidation Preference of the Series D Preferred Shares that would be payable to such holders if such assets were sufficient to permit payment and distribution in full. If, upon the occurrence of a Sale Transaction, the assets legally available for distribution among the holders of the Series C Preferred Shares and the holders of Series D Preferred Shares shall be sufficient to permit the payment or distribution to such holders of the full Series C Liquidation Preference and to such holders of the full Series D Liquidation Preference, but shall be insufficient to permit the payment or distribution to the holders of the Series A Preferred Shares and the holders of Series B Preferred Shares of the full Series A Liquidation Preference and the full Series B Liquidation Preference, respectively, then the remaining assets of the Company legally available for distribution shall be paid and distributed ratably among the holders of the Series A Preferred Shares and the Series B Preferred Shares in proportion to the aggregate Series A Liquidation Preferences of the Series A Preferred Shares and the aggregate Series B Liquidation Preferences of the Series B Preferred Shares that would be payable to such holders if such assets were sufficient to permit payment or distribution in full. The Series C Liquidation Preference, Series D Liquidation Preference, Series A Liquidation Preference and/or Series B Liquidation Preference shall be paid in the form of consideration paid by the acquiring Person in the Sale Transaction. If the consideration received in a Sale Transaction is securities of any Person, any such securities to be delivered to the holders of Series C Preferred Shares, Series D Preferred Shares, Series A Preferred Shares and Series B Preferred Shares, as applicable, pursuant to this Section 7(c) shall be valued as follows:

(i) With respect to securities that do not constitute "restricted securities," as such term is defined in Rule 144(a)(3) promulgated under the Securities Act, the value shall be mutually determined by the Board in good faith and the holders of a majority of the Series C Preferred Shares.

(ii) With respect to securities that constitute "restricted securities," as such term is defined in Rule 144(a)(3) promulgated under the Securities Act, and that are of the same class or series as securities that are publicly traded, the value shall be adjusted to make an appropriate discount to reflect the appropriate fair market value thereof, as mutually determined by the Board in good faith and the holders of a majority of the Series C Preferred Shares, or if there is no active public market with respect to such class or series of securities, appropriate weight shall be given to such restriction as mutually determined by the Board and the holders of a majority of the Series C Preferred Shares, or if the Board and the holders of a majority of the Series C Preferred Shares shall fail to agree, at the Company's expense by an appraiser chosen by the Board and reasonably acceptable to the holders of a majority of the Series C Preferred Shares.

(d) Sale Transaction Participation Rights. If the assets and funds of the Company legally available for distribution to the Company's shareholders exceed the aggregate Series C Liquidation Preference, Series D Liquidation Preference, Series A Liquidation Preference and Series B Liquidation Preference payable to the holders of Series C Preferred Shares, Series D Preferred Shares, Series A Preferred Shares and Series B Preferred Shares pursuant to Article 7.3(c), then, after the payments required by Article 7.3(c) shall have been made or irrevocably set apart for payment, the remaining assets and funds of the Company available for distribution to the Company's Members shall be distributed ratably among the holders of Ordinary Shares in proportion to the number of shares then held by them

(e) Liquidation Notice. The Company shall give written notice of any Liquidation or Sale Transaction to each holder of Series A Preferred Shares, Series B Preferred Shares, Series C Preferred Shares and Series D Preferred Shares not less than fifteen (15) days prior to the date stated in such notice for the distribution and payment of the amounts provided in Article 7.3. Each holder of Series A Preferred Shares, Series B Preferred Shares or Series C Preferred Shares or Series D Preferred Shares may convert all or any portion of the Series A Preferred Shares, Series B Preferred Shares, Series C Preferred Shares or Series D Preferred Shares, as the case may be, then held by such holder into Ordinary Shares pursuant to Article 7.4 at any time prior to consummation of a Liquidation or Sale Transaction as described in Article 7.3.

7.4 Conversion. The holders of the Preferred Shares shall have conversion rights as follows (the "**Conversion Rights**"):

(a) Right to Convert. Subject to Article 7.4(c) (Mechanics of Conversion), each Preferred Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such Share, at the office of the Company or any transfer agent for such Share, into such number of fully paid and nonassessable Ordinary Shares as is determined by dividing the Original Purchase Price of each Preferred Share by the Conversion Price applicable to such Share, determined as hereafter provided (as so determined, the "**Conversion Price**"), in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per Series A Preferred Share shall be US$0.0035, per Series B Preferred Share shall be US$0.035, per Series C Preferred Share shall be US$0.22841105 and per Series D Preferred Share shall be US$0.99287483. The initial Conversion Price for the Preferred Shares shall be subject to adjustment as set forth in Article 7.4(d) (Conversion Price Adjustments of Preferred Shares for Splits and Combinations).

(b) Automatic Conversion. Each Preferred Share shall automatically be converted into Ordinary Shares at the Conversion Price at the time in effect for such Preferred Share immediately upon, subject to the requirements of Article 7.4(c) (Mechanics of Conversion), the closing of the Company's sale of its Ordinary Shares in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended (the "**Securities Act**") or a similar procedure in a jurisdiction other than the United States, which results in aggregate gross proceeds to the Company of US$50,000,000 (net of underwriting discounts and commissions) and such securities being listed on The NASDAQ National Stock Market, Inc. or other internationally recognized stock exchange (the "**Qualified IPO**").

(c) Mechanics of Conversion. Before any holder of Preferred Shares shall be entitled to convert the same into Ordinary Shares, the holder shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Ordinary Shares are to be issued. As soon as practicable thereafter, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for such series of Preferred Shares. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Shares, or to the nominee or nominees of such holder, a certificate or certificates for the number of Ordinary Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of such series of Preferred Shares to be converted, and the person or persons entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Ordinary Shares as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act or a similar procedure in a jurisdiction other than the United States, the conversion may, at the option of any holder tendering such Preferred Shares for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive Ordinary Shares upon conversion of such Preferred Shares shall not be deemed to have converted such Preferred Shares until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Shares for Splits and Combinations. The Conversion Price of each series of the Preferred Shares shall be subject to adjustment from time to time as follows:

(i) Adjustment of Conversion Price Upon Issuance of Additional Equity Securities below the Conversion Price. If the Company issues Additional Equity Securities (including Additional Equity Securities deemed to be issued pursuant to Article 7.4(d)(i)(4) (Deemed Issue of Additional Equity Securities)) without consideration or for a consideration per share less than the Conversion Price for any series of Preferred Shares in effect immediately prior to such issue, then and in such event, such Conversion Price for such series shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) as set forth herein, unless otherwise provided in this Article 7.

1. Adjustment Formula. Whenever the Conversion Price for a given series of Preferred Shares is adjusted pursuant to this Article 7.4(d)(i) (Adjustment of Conversion Price Upon Issuance of Additional Equity Securities below the Conversion Price), the new Conversion Price then in effect for such Series shall be determined by multiplying the Conversion Price by a fraction, the numerator of which shall be the number of Equity Securities outstanding immediately prior to such issue (including all Equity Securities issuable upon conversion or exercise of the outstanding Preferred Shares) plus the number of Equity Securities which the aggregate consideration received by the Company for the total number of Additional Equity Securities so issued would purchase at the Conversion Price in effect immediately prior to such issue; and the denominator of which shall be the number of Equity Securities outstanding immediately prior to such issue (including all Equity Securities issuable upon conversion or exercise of the outstanding Preferred Shares) plus the number of such Additional Equity Securities so issued. For the purpose of this paragraph, the number of outstanding Equity Securities shall be deemed to include the Equity Securities issuable upon conversion of all outstanding Preferred Shares, upon conversion of all other outstanding Convertible Securities and upon exercise of all outstanding Options (and assuming conversion or exercise of Convertible Securities issuable upon exercise of Options).

2. Special Definitions. For purposes of this Article 7 (Conversion), the following definitions shall apply:

a. "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Ordinary Shares or Convertible Securities.

b. "**Original Issue Date**" shall mean with respect to a series of Preferred Shares the date on which the first share of such series of Preferred Shares was issued.

c. "**Convertible Securities**" shall mean any obligations, instruments of indebtedness or securities convertible into or exchangeable for or exercisable into or for Ordinary Shares.

d. "**Additional Equity Securities**" for any series of Preferred Shares shall mean all Ordinary Shares (or, pursuant to Article 7.4(d)(i)(4) (Deemed Issue of Additional Equity Securities), deemed to be issued) by the Company after the Original Issue Date for such series, other than Ordinary Shares (or options therefor) issued or issuable:

i. to employees, officers and directors, pursuant to a broadly based stock purchase or option plan approved by the Board, the purpose of which is to provide equity incentives to such individuals;

ii. in connection with a Qualified IPO;

iii. pursuant to the conversion or exercise of Convertible Securities that were previously issued subject to Article 7.4(d)(i);

iv. in connection with a bona fide business acquisition by the Company, whether by merger, acquisition of assets, or acquisition of stock, in each case, that is approved by the Board;

v. in connection with any Equity Securities issued (or deemed to be issued) or issuable pursuant to a Conversion Price adjustment pursuant to Article 7.4(d) and (f); or

vi. in connection with any strategic business partnership, the principal purpose of which is not fundraising (as determined in good faith by the Board), but for the avoidance of doubt, excluding any private equity, venture capital or similar funding.

3. No Adjustment of Conversion Price. No adjustment in the Conversion Price for a series of Preferred Shares shall be made in respect of the issuance of Additional Equity Securities unless the consideration per share for an Additional Equity Securities issued or deemed to be issued by the Company is less than the Conversion Price in effect for such series immediately prior to such issue.

4. Deemed Issue of Additional Equity Securities. If the Company at any time after the Original Issue Date for a series of Preferred Shares shall issue any Options or Convertible Securities or shall fix a record date for the determination of any holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Ordinary Shares issuable upon the exercise of such Options or, in the case of Convertible Securities and Options for Convertible Securities or for Preferred Shares, the conversion or exchange or exercise of such Convertible Securities or Preferred Shares, shall be deemed to be Additional Equity Securities issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which Additional Equity Securities are deemed to be issued:

   a. no further adjustment in the Conversion Price shall be made upon the subsequent issue of Convertible Securities, or Preferred Shares or Ordinary Shares issued upon the exercise of such Options or conversion or exchange of such Convertible Securities or Preferred Shares;

   b. if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Company, or increase or decrease in the number of Ordinary Shares issuable, upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

   c. upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

      i. in the case of Convertible Securities or Options for Ordinary Shares, the only Additional Equity Securities issued were Ordinary Shares, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities, and the consideration received therefor was the consideration actually received by the Company for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Company upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Company upon such conversion or exchange, and

ii. in the case of Options for Convertible Securities or Preferred Shares, only the Convertible Securities or Preferred Shares, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options and the consideration received by the Company for the Additional Equity Securities deemed to have been then issued was the consideration actually received by the Company for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Company upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

iii. no readjustment pursuant to clause (2) (Special Definitions) or (3) (No Adjustment of Conversion Price) above shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price, on the original adjustment date, or (ii) the Conversion Price that would have resulted from any issuance of Additional Equity Securities between the original adjustment date and such readjustment date, and no readjustment shall affect Ordinary Shares issued on conversion of Preferred Shares prior to such readjustment.

5. Determination of Consideration. For purposes of this Article 7.4(d) (Conversion Price Adjustments of Preferred Shares for Splits and Combinations), the consideration received by the Company for the issue of any Additional Equity Securities shall be computed as follows:

a. Cash and Property. Such consideration shall:

i. insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company prior to amounts paid or payable for accrued interest or accrued dividends and prior to any commissions or expenses paid by the Company;

ii. insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board; and

iii. if Additional Equity Securities are issued together with other shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (I) and (II) above, as determined in good faith by the Board.

b. Options and Convertible Securities. The consideration per share received by the Company for Additional Equity Securities deemed to have been issued pursuant to Article 7.4(d)(i)(4) (Deemed Issue of Additional Equity Securities), relating to Options and Convertible Securities, shall be determined by dividing:

i. the total amount, if any, received or receivable by the Company as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Option or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

ii. the maximum number of Ordinary Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

c. Share Splits and Dividends. In the event the Company should at any time or from time to time after the Original Issue Date fix a record date for the effectuation of a split or subdivision of the outstanding Ordinary Shares or the determination of holders of Ordinary Shares entitled to receive a Dividend or other distribution payable in Additional Equity Securities or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, Additional Equity Securities (hereinafter referred to as "**Ordinary Share Equivalents**") without payment of any consideration by such holder for the Additional Equity Securities or the Ordinary Share Equivalents (including the Additional Equity Securities issuable upon conversion or exercise thereof), then, as of such record date (or the date of such Dividend, distribution, split or subdivision if no record date is fixed), the Conversion Price of each series of Preferred Shares shall be appropriately decreased so that the number of Ordinary Shares issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate Ordinary Shares outstanding so that each holder of each such series of Preferred Shares shall thereafter be entitled to receive the number of Ordinary Shares or other securities of the Company that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had such Preferred Shares been converted immediately prior to the occurrence of such event.

d. Reverse Share Splits. If the number of Ordinary Shares outstanding at any time after the Original Issue Date is decreased by a combination of the outstanding Ordinary Shares, then, following the record date of such combination, the Conversion Price for each series of Preferred Shares shall be appropriately increased so that the number of Ordinary Shares issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares so that each holder of each such series of Preferred Shares shall thereafter be entitled to receive the number of Ordinary Shares or other securities of the Company that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had such Preferred Shares been converted immediately prior to the occurrence of such event.

(e) Other Distributions. In the event the Company shall declare a distribution payable in securities of the Company or any other persons, evidences of indebtedness issued by the Company or other Persons, assets (excluding cash dividends in which the holders of Preferred Shares participate in the manner set forth in Article 7.1) or options or rights not referred to in Article 7.4(d)(i) (Adjustment of Conversion Price Upon Issuance of Additional Equity Securities below the Conversion Price), then, in each such case for the purpose of this Article 7.4(e) (Other Distributions), the holders of Preferred Shares shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of Ordinary Shares of the Company into which their Preferred Shares are (directly or indirectly) convertible as of the record date fixed for the determination of the holders of Ordinary Shares of the Company entitled to receive such distribution.

(f) Conversion Price Adjustment based on Public Offering Price. In the event of a firm commitment underwritten initial public offering of Ordinary Shares pursuant to an effective registration statement under the Securities Act in which the price per Ordinary Share (after underwriting discounts and commissions) set forth in the final prospectus governing such offering (the "**IPO Price**") is less than US$0.44545386 (as adjusted for any stock splits, bonus issues, recapitalizations, combinations or similar transactions after the date hereof), then the Conversion Price per Series C Preferred Share shall be decreased so that each holder of Series C Preferred Shares shall receive for each Series C Preferred Share upon conversion (or exercise) of each such Series C Preferred Share, the number of Ordinary Shares having a value (based upon one Ordinary Share being deemed to have a value equal to the IPO Price) equal to US$0.44545386 per share (as adjusted for any stock splits, bonus issues, recapitalizations, combinations or similar transactions after the date hereof).

(g) Recapitalizations. In case of any merger or consolidation of the Company (other than a Sale Transaction) or any recapitalization, capital reorganization, reclassification or other change of outstanding Ordinary Shares (other than a change in par value, or from par value to no par value, or from no par value to par value) (each, a "**Recap Transaction**"), the Company shall execute and deliver to each holder of a series of Preferred Shares at least ten (10) Business Days prior to effecting such Recap Transaction a certificate, signed by (i) the Chief Executive Officer of the Company and (ii) the Chief Financial Officer of the Company, stating that the holder of such series of Preferred Shares shall have the right to receive in such Recap Transaction, in exchange for such Preferred Shares, a security identical to (after giving effect to such exchange) and not less favorable than, its series of Preferred Shares, and provision shall be made therefor in the agreement, if any, relating to such Recap Transaction. Any certificate delivered pursuant to this Article 7.4(i) shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 7. The provisions of this Article 7.4(i) and any equivalent thereof in any such certificate similarly shall apply to successive transactions.

(h) No Impairment. The Board will not through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Article 7 (Conversion) and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Preferred Shares against impairment.

(i) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any Preferred Shares, and the number of Ordinary Shares to be issued shall be rounded to the nearest whole share (with one-half rounded upward). The number of shares issuable upon such conversion shall be determined on the basis of the total number of Preferred Shares the holder is at the time converting into Ordinary Shares and the number of Ordinary Shares issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of each series of Preferred Shares pursuant to this Article 7 (Conversion), the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such Preferred Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Preferred Shares, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such Preferred Shares at the time in effect, and (C) the number of Ordinary Shares and the amount, if any, of other property which at the time would be received upon the conversion of a share of such series of Preferred Shares.

(j) Notices of Record Date. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any Dividend (other than a cash Dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Company shall mail to each holder of Preferred Shares, at least three (3) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such Dividend, distribution or right, and the amount and character of such Dividend, distribution or right.

(k) Reservation of Shares Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued Ordinary Shares, solely for the purpose of effecting the conversion of the Preferred Shares, such number of its Ordinary Shares as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Shares; and if at any time the number of authorized but unissued Ordinary Shares shall not be sufficient to effect the conversion of all then outstanding shares of such series of Preferred Shares, in addition to such other remedies as shall be available to the holders of Preferred Shares, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Ordinary Shares to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite Member approval of any necessary amendment to the Memorandum or these Articles.

(l) Notices. Any notice required by the provisions of this Article 7.4 (Conversion) to be given to the holders of Preferred Shares shall be given pursuant to Articles 116-120.

7.5 Voting Rights. Each holder of Preferred Shares shall have the right to the number of votes equal to the number of votes that such holder would be entitled to cast had such holder converted its Preferred Shares into Ordinary Shares pursuant to Article 7.4(a) (with any fractional share determined on an aggregate conversion basis being rounded to the nearest whole share), and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Ordinary Shares, and shall be entitled, notwithstanding any provision hereof, to notice of any Members' meeting in accordance with these Articles, and shall be entitled to vote, together with holders of Ordinary Shares, with respect to any matter that is submitted to a vote or for the consent of the Members of the Company.

7.6 Right to Appoint Directors.

(a) For so long as the General Atlantic Shareholders hold at least twenty percent (20%) of the Series C Preferred Shares or the Ordinary Shares issuable upon conversion of such Series C Preferred Shares held by the General Atlantic Shareholders on March 2, 2006, the General Atlantic Shareholders shall constitute a Specified Group (as defined in Article 74.4 below) and have the right to designate one Director (the "**GA Director**"). The GA Director shall not be removed for any reason without the prior written consent of the General Atlantic Shareholders.

(b) For so long as the DCM Shareholders hold at least fifteen million (15,000,000) Ordinary Shares then outstanding (as adjusted for any stock splits, bonus issues, recapitalizations, combinations, or similar transactions with respect to such shares after the date hereof), the DCM Shareholders shall have the right to designate one Director (the "**DCM Director**"). The DCM Director shall not be removed for any reason without the prior written consent of the DCM Shareholders.

(c) For so long as the Softbank Shareholders hold at least eighty percent (80%) of the then outstanding Series D Preferred Shares (determined as if the 2009 Series D Warrant and 2010 Series D Warrant held by the Softbank Shareholders had been fully exercised) or the Ordinary Shares issuable upon conversion of such Series D Preferred Shares, the Softbank Shareholders shall constitute a Specified Group (as defined in Article 74.4 below) and have the right to designate one Director. Upon the exercise of all of the 2009 Series D Warrant and for so long as the Softbank Shareholders hold at least eighty percent (80%) of the Series D Preferred Shares (determined as if the 2009 Series D Warrant and 2010 Series D Warrant held by the Softbank Shareholders had been fully exercised) or the Ordinary Shares issuable upon conversion of such Series D Preferred Shares, the Softbank Shareholders shall have the right to designate an additional Director. The nominees designated by the Softbank Shareholders are subject to the satisfaction and approval (which shall not be unreasonably withheld or delayed) of at least a majority of the Board of Directors (excluding the vote of the board members designated by the Softbank Shareholders), and the Softbank Shareholders shall be entitled to designate another nominee in the case of any nominee the approval of whom is withheld. The Softbank Director designees shall not be removed for any reason without the prior written consent of the Softbank Shareholders. Upon approval of the second Softbank Director, the number of Directors shall be increased to seven.

7.7 Series C and D Protective Provisions.

(a) In the case of General Atlantic Shareholders' rights under this Article 7.7, for so long as the General Atlantic Shareholders hold at least twenty percent (20%) of the Series C Preferred Shares or the Ordinary Shares issuable upon conversion of such Series C Preferred Shares held by the General Atlantic Shareholders on March 2, 2006 and, in the case of the Softbank Shareholders' rights under this Article 7.7, for so long as the Softbank Shareholders hold at least eighty percent (80%) of the Series D Preferred Shares (determined as if the 2009 Series D Warrant and 2010 Series D Warrant held by the Softbank Shareholders had been fully exercised) or the Ordinary Shares issuable upon such conversion of such Series D Preferred Shares, the Company shall not, and shall procure that none of its Subsidiaries shall, without first obtaining the approval (x) except in the case of clause (xvi) below, of the holders of at least a majority of the General Atlantic Shareholders (voting together as a class on an as converted basis) and (y) of the holders of at least a majority of the Series D Preferred (as so determined) and Ordinary Shares held by Softbank Shareholders (so voting):

(i) issue any Preferred Shares other than those issued on the Original Issue Date or issued or issuable in connection with the Joho Notes, the SBI Notes, or Series D Warrants;

(ii) take any action that (x) creates or issues or enter into any agreement to create or issue any Share Capital of the Company ranking senior to or *pari passu* with the Series C or D Preferred Shares, whether by an amendment to or restatement of the these Articles or by a merger, consolidation, business combination or otherwise, or (y) redeems of any Share Capital of the Company (other than, in the case of the foregoing clauses (x) and (y), (1) the redemption of shares of Preferred Shares in accordance with the terms of these Articles and (2) the repurchase by the Company of Ordinary Shares pursuant to the terms of any equity incentive plan approved by the Board);

(iii) take any action that (x) creates or issues or enter into any agreement to create or issue any Share Capital of any Subsidiary, or (y) redeems of any Share Capital of any Subsidiary;

(iv) make any amendment to the charter documents of any Subsidiary, including, without limitation, by merger consolidation, business combination or otherwise;

(v) take any action which adversely affects or harms the interests of the holders of the Series C or D Preferred Shares, whether by any amendment or restatement of these Articles or a merger, consolidation, business combination or otherwise (provide that the series of Preferred Shares whose rights are being so adversely affected shall be the only series whose approval is required under this subsection (v));

(vi) register any securities of the Company or any Subsidiary pursuant to the Securities Act or a similar procedure in a jurisdiction other than the United States other than a registration of Ordinary Shares pursuant to the Securities Act (or similar procedure) that is effected as part of, and concurrently with, a bona fide firm commitment underwritten public offering of Ordinary Shares or American depositary shares representing Ordinary Shares pursuant to an effective registration statement under the Securities Act, resulting in a Qualified IPO; provided, that the consent of the General Atlantic Shareholders shall not be required for any registration effected pursuant to Article 7.4(f);

(vii) effect the declaration, distribution or payment of any dividend or other distribution on any Share Capital of the Company or any of its Subsidiaries;

(viii) take any action to create any Liens securing Indebtedness in excess, singly and in the aggregate, in excess of US$50,000 on any of the assets of the Company or any of its Subsidiaries;

(ix) take any action that results in the issuance or incurrence by the Company or any of its Subsidiaries of, or the Company or any of its Subsidiaries otherwise becoming liable for, any form of Indebtedness in excess of US$50,000 or any guarantee of any Indebtedness in excess of US$50,000;

(x) effect any Sale Transaction, or any sale, transfer, assignment, lease, pledge, license or other disposition of any assets of the Company or any of its Subsidiaries outside the ordinary course of business;

(xi) effect any transaction (other than employment related matters) to between the Company or any of its Subsidiaries, on the one hand, and any officer, director or shareholder (or any of their respective Affiliates or any Relative of any such officer, director or shareholder) of the Company or any of its Subsidiaries, on the other hand;

(xii) enter into any agreement or understanding relating to or governing the cash or equity compensation of, or payments to, the chairman of the Board, the Chief Executive Officer of the Company and any other senior executive of the Company or of any Subsidiary;

(xiii) make any capital expenditures by the Company or its Subsidiaries, individually or in the aggregate, in excess of US$2 million annually, or any other expenditures, individually or in the aggregate, in excess of US$500,000 not included in the annual operating budget of the Company;

(xiv) make any change to the size of the Board or the board of any Subsidiary, except as provided in Article 7.6 hereof;

(xv) change the material accounting methods or policies of the Company or any Subsidiary;

(xvi) offer any Ordinary Shares to the public, whether in a Qualified IPO or otherwise, at a price that implies a market capitalization of the Company at less than US$3 billion; and

(xvii) make any amendment to this Article 7.7.

(b) Notwithstanding any other provision of these Articles, the rights conferred upon the holders of the Series C Preferred Shares and the holders of the Series D Preferred Shares shall be deemed to be varied by any of the following acts of the Company, and for the avoidance of doubt shall therefore be subject to the provisions of Article 22(a) and Article 22(b):

(i) make any amendment to the number of shares of Preferred Shares authorized on the Original Issue Date;

(ii) take any action that creates any Share Capital of the Company ranking senior to or *pari passu* with the Series C Preferred Shares or the Series D Preferred Shares, whether by an amendment to or restatement of the these Articles;

(iii) make any amendment to these Articles; or

(iv) take any action which adversely affects or harms the interests of the holders of the Series C or D Preferred Shares.

7.8 Series A and Series B Protective Provisions

(a) For so long as at least twenty five million (25,000,000) Series A Preferred Shares and Series B Preferred Shares, in the aggregate, remain outstanding (as adjusted for any stock splits, bonus issues, recapitalizations, combinations, or similar transactions with respect to such shares after the date hereof), the Company shall not, and shall procure that none of its Subsidiaries shall, without first obtaining the approval of the holders of at least a majority of the Series A Preferred Shares and the Series B Preferred Shares (voting together as a class on an as converted basis):

(i) issue any Series A Preferred Shares or Series B Preferred Shares other than those issued on the Original Issue Date;

(ii) (x) enter into any agreement to create or issue any shares of Share Capital of the Company ranking senior to or *pari passu* with the Series A Preferred Shares or the Series B Preferred Shares, whether by an amendment to or restatement of the these Articles or by a merger, consolidation, business combination or otherwise (other than the execution, delivery and performance by the Company of the Purchase Agreement, the Series D Warrants, the Joho Note Purchase Agreement, the Joho Notes, the SBI Note Purchase Agreement, or the SBI Notes), or (y) redeems any shares of Share Capital of the Company (other than (1) the redemption of shares of Preferred Shares in accordance with the terms of these Articles, and (2) the repurchase by the Company of Ordinary Shares pursuant to the terms of any equity incentive plan approved by the Board);

(iii) take any action that (x) creates or issues or enter into any agreement to create or issue any shares of Share Capital of any Subsidiary, or (y) redeems of any shares of Share Capital of any Subsidiary;

(iv) make any change to the size of the Board of the Company or the board of any Subsidiary; or

(v) make any amendment to this Article 7.8.

(b) Notwithstanding any other provision of these Articles, the rights conferred upon the holders of the Series A Preferred Shares and Series B Preferred Shares shall be deemed to be varied by any of the following acts of the Company, and for the avoidance of doubt shall therefore be subject to the provisions of Article 22(c):

(i) make any amendment to the number of shares of Series A Preferred Shares or Series B Preferred Shares authorized on the Original Issue Date;

(ii) take any action that creates any Share Capital of the Company ranking senior to or *pari passu* with the Series A Preferred Shares and Series B Preferred Shares, whether by an amendment to or restatement of the these Articles (other than the execution, delivery and performance by the Company of the Purchase Agreement, the Series D Warrants, the Joho Note Purchase Agreement, the Joho Notes, the SBI Note Purchase Agreement, or the SBI Notes, (2) the creation and issuance of any Series D Preferred Shares or the Series D Warrants as contemplated by the Purchase Agreement, Joho Notes, or the SBI Notes, (3) the redemption of shares of Preferred Shares in accordance with the terms of these Articles, and (4) the repurchase by the Company of Ordinary Shares pursuant to the terms of any plan approved by the Board);

(iii) make any amendment to these Articles (other than to the extent necessary for (1) the execution, delivery and performance by the Company of the Purchase Agreement, (2) the creation and issuance of any Series D Preferred Shares and the Series D Warrants as contemplated by the Purchase Agreement, the Joho Notes, or the SBI Notes, (3) the redemption of shares of Preferred Shares in accordance with the terms of these Articles, and (4) the repurchase by the Company of Ordinary Shares pursuant to the terms of any equity incentive plan approved by the Board); or

(iv) take any action which adversely affects or harms the interests of the holders of the Series A Preferred Shares and Series B Preferred Shares (other than (1) the execution, delivery and performance by the Company of the Purchase Agreement, the Joho Note Purchase Agreement, or the SBI Note Purchase Agreement, (2) the creation and issuance of any Series D Preferred Shares and Series D Warrants as contemplated by the Purchase Agreement, the Joho Notes, or the SBI Notes (3) the redemption of shares of Preferred Shares in accordance with the terms of these Articles, and (4) the repurchase by the Company of Ordinary Shares pursuant to the terms of any plan approved by the Board).

7.9 [Intentionally Omitted.]

7.10 Status of Converted Stock. In the event any Preferred Shares shall be converted pursuant to Article 7 (Conversion) hereof, the shares so converted shall be cancelled and shall not be issuable by the Company. The Memorandum and these Articles shall be appropriately amended to effect the corresponding reduction in the Company's authorized Share Capital.

7.11 Redemption Right of Series C Preferred Shares.

(a) For a period of nine (9) months after March 2, 2011, and upon the affirmative vote of the holders of a majority of the Series C Preferred Shares (the "**Majority Series C Holders**"), all but not less than all of the Series C Preferred Shares held by the holders of Series C Preferred Shares shall automatically, with no further action required to be taken by the Company or the holder thereof, be redeemed (unless otherwise prevented by law) in cash, at a redemption price per share equal to the Series C Original Purchase Price (the "**Series C Redemption Payment**"). The Majority Series C Holders may exercise the redemption right by giving written notice (the "**Series C Redemption Notice**") thereof to the Company (and the Company shall immediately thereafter deliver a copy of such Series C Redemption Notice to all of the other holders of Series C Preferred Shares), which Series C Redemption Notice shall specify a date (the "**Series C Redemption Date**"), which shall be not less than forty-five (45) Business Days after delivery of such Series C Redemption Notice for the redemption of Series C Preferred Shares. Following the delivery of such Series C Redemption Notice, each holder of the Series C Preferred Shares shall surrender the certificate(s) representing its Series C Preferred Shares to the Company, at any time during usual business hours, at its principal place of business to be maintained by it (or such other office or agency of the Company as the Company may designate by notice in writing to the holders of Series C Preferred Shares). In the event any certificates representing the Series C Preferred Shares are not surrendered to the Company on or before the Series C Redemption Date, the Company shall be entitled to treat such certificates as lost. Any holder of Series C Preferred Shares shall waive all rights to object to the redemption of the Series C Preferred Shares by the Company if such right of redemption is exercised by the Majority Series C Holders.

(b) The Company shall redeem all of the outstanding Series C Preferred Shares on the Series C Redemption Date and all such certificates representing Series C Preferred Shares shall be delivered to the Company for cancellation or, in the event any such certificates are not delivered to the Company, deemed lost and, in either case, cancelled by the Company upon payment in full of the aggregate Series C Redemption Payment on the outstanding Series C Preferred Shares and shall not be reissued.

(c) If the assets of the Company available for redemption of the Series C Preferred Shares by law or otherwise on the Series C Redemption Date are insufficient to redeem all the then outstanding Series C Preferred Shares on the Series C Redemption Date, any assets available for redemption of the Series C Preferred Shares shall be allocated ratably to first to each holder of a Series C Preferred Share to pay a portion of the Series C Redemption Payment in respect of such Series C Preferred Shares. The Company shall in good faith use all reasonable efforts as expeditiously as possible to eliminate, or obtain an exception, waiver or exemption from, any and all restrictions under applicable law that prevented the Company from paying the Series C Redemption Payment and redeeming the Series C Preferred Shares, and shall take all other reasonable measures (including any such measures reasonably requested by the Majority Series C Holders) to make funds available for redemption. At any time thereafter when additional funds of the Company are available by law to pay the remaining balance of the aggregate Series C Redemption Payment owed on the Series C Preferred Shares, such funds will be used as soon as they become available, to pay the remaining balance of the aggregate Series C Redemption Payment, or such portion thereof for which funds are available, on the basis set forth above. If the Company fails to redeem any Series C Preferred Shares for which redemption is required, then during the period from the Series C Redemption Date through the date on which such Series C Preferred Shares are actually redeemed in full, such Series C Preferred Shares shall continue to be entitled to all rights and preferences of Series C Preferred Shares. After payment in full of the aggregate Series C Redemption Payment for all issued and outstanding Series C Preferred Shares, all rights of the holders thereof as shareholders of the Company shall cease and terminate.

(d) Notwithstanding anything to the contrary contained herein, any holder of Series C Preferred Shares may convert its Series C Preferred Shares into Ordinary Shares pursuant to Article 7.4 at any time prior to the end of 30 days after the delivery of the Series C Redemption Notice, whereupon only rights attaching to the Ordinary Shares as set forth in these Articles will apply.

(e) For a period of nine (9) months beginning on March 2, 2009, the Company shall maintain sufficient funds for the redemption of Series C Preferred Shares such that all Series C Preferred Shares will be redeemed out of capital paid up thereon or out of funds of the Company otherwise available for dividend or distribution or out of the proceeds of a new issue of shares made for the purposes of the redemption or the premium, if any, payable on redemption that is provided for out of funds of the Company which would otherwise be available for dividend or distribution or out of the Company's share premium account before the Series C Preferred Shares are redeemed. On the Series C Redemption Date, the Board shall ensure that after redeeming the Series C Preferred Shares the Company will be able to pay its liabilities as they become due.

7.12 Redemption Rights of Series D Preferred Shares.

(a) For a period of nine (9) months after each of (1) April 4, 2013 (in respect of the Series D Preferred Shares originally purchased by the Series D Investors), (2) the 5th anniversary of the actual date of exercise of the 2009 Series D Warrant (in respect of the Series D Preferred Shares acquired by exercise of such Warrant) and (3) the 5th anniversary of the actual date of exercise of the 2010 Series D Warrant (in respect of the Series D Preferred Shares acquired by exercise of such Warrant) (each of the foregoing classes of Series D Preferred Shares described in (1)-(3), a "**Series D Put Class**"), and upon the affirmative vote of the holders of the relevant Put Class (the "**Series D Majority Holders**"), all but not less than all of that Series D Put Class shall automatically, with no further action required to be taken by the Company or the holder thereof, be redeemed (unless otherwise prevented by law) in cash, at a redemption price per share equal to the Series D Original Purchase Price in the case of a redemption under (1), the Exercise Price (as defined in the 2009 Series D Warrant) in the case of a redemption under (2), or the Exercise Price (as defined in the 2010 Series D Warrant) in the case of a redemption under (3) (each, a "**Series D Redemption Payment**"). The Series D Majority Holders may exercise the redemption right by giving written notice (the "**Series D Redemption Notice**") thereof to the Company (and the Company shall immediately thereafter deliver a copy of such Series D Redemption Notice to all of the other holders of Series D Preferred Shares), which Series D Redemption Notice shall specify a date (the "**Series D Redemption Date**"), which shall be not less than forty-five (45) Business Days after delivery of such Redemption Notice for the redemption of Series D Preferred Shares. Following the delivery of such Series D Redemption Notice, each holder of the Series D Preferred Shares shall surrender the certificate(s) representing its Series D Preferred Shares to the Company, at any time during usual business hours, at its principal place of business to be maintained by it (or such other office or agency of the Company as the Company may designate by notice in writing to the holders of Series D Preferred Shares). In the event any certificates representing the Series D Preferred Shares are not surrendered to the Company on or before the Series D Redemption Date, the Company shall be entitled to treat such certificates as lost. Any holder of Series D Preferred Shares shall waive all rights to object to the redemption of the Series D Preferred Shares by the Company if such right of redemption is exercised by the Series D Majority Holders.

(b) The Company shall redeem all of the relevant Series D Put Class on the relevant Series D Redemption Date and all such certificates representing such Series D Put Class shall be delivered to the Company for cancellation or, in the event any such certificates are not delivered to the Company, deemed lost and, in either case, cancelled by the Company upon payment in full of the aggregate Series D Redemption Payment on such Series D Put Class and shall not be reissued.

(c) If the assets of the Company available for redemption of any Series D Put Class by law or otherwise on the relevant Series D Redemption Date are insufficient to redeem all the Series D Put Class on the Series D Redemption Date, any assets available for redemption of the Series D Put Class shall be allocated ratably first to each holder of the Series D Put Class to pay a portion of the Series D Redemption Payment in respect of such Series D Put Class. The Company shall in good faith use all reasonable efforts as expeditiously as possible to eliminate, or obtain an exception, waiver or exemption from, any and all restrictions under applicable law that prevented the Company from paying the Series D Redemption Payment and redeeming the Series D Put Class, and shall take all other reasonable measures (including any such measures reasonably requested by the relevant Series D Majority Holders) to make funds available for redemption. At any time thereafter when additional funds of the Company are available by law to pay the remaining balance of the aggregate Series D Redemption Payment owed on the Series D Put Class, such funds will be used as soon as they become available, to pay the remaining balance of the aggregate Series D Redemption Payment, or such portion thereof for which funds are available, on the basis set forth above. If the Company fails to redeem any of the Series D Put Class for which redemption is required, then during the period from the Series D Redemption Date through the date on which such residual Series D Put Class is actually redeemed in full, such residual Series D Put Class shall continue to be entitled to all rights and preferences of Series D Preferred Shares. After payment in full of the aggregate Series D Redemption Payment for the entire Series D Put Class, all rights of the holders thereof as shareholders of the Company shall cease and terminate.

(d) Notwithstanding anything to the contrary contained herein, any holder of Series D Preferred Shares may convert its Series D Preferred Shares into Ordinary Shares pursuant to Article 7.4 at any time prior to the end of 30 days after the delivery of the Series D Redemption Notice, whereupon only rights attaching to the Ordinary Shares as set forth in these Articles will apply.

(e) For a period of nine (9) months beginning on each of April 4, 2011, the third anniversary of the actual exercise of the 2009 Series D Warrant and the third anniversary of the actual exercise of the 2010 Series D Warrant, the Company shall maintain sufficient funds for the redemption of the relevant Series D Put Class such that all of such Series D Put Class will be redeemed out of capital paid up thereon or out of funds of the Company otherwise available for dividend or distribution or out of the proceeds of a new issue of shares made for the purposes of the redemption or the premium, if any, payable on redemption that is provided for out of funds of the Company which would otherwise be available for dividend or distribution or out of the Company's share premium account before such Series D Put Class is redeemed. On the relevant Series D Redemption Date, the Board shall ensure that after redeeming the relevant Series D Put Class the Company will be able to pay its liabilities as they become due.

7.13 Series C Preferred Shares and Series D Preferred Shares. Unless specifically provided in these Articles to the contrary, Series D Preferred Shares shall have the same rights, preferences, privileges and restrictions as are granted to and imposed on the Series C Preferred Shares under these Articles, and rank *pari passu* with the Series C Preferred Shares.

ORDINARY SHARES

8 Certain rights, preferences, privileges and limitations of the Ordinary Shares of the Company are as follows:

8.1 Dividend Rights. Subject to the prior rights of holders of all classes of Shares at the time outstanding having prior rights as to Dividends, the holders of the Ordinary Shares, subject to the Statute and these Articles, shall be entitled to receive, when and as declared by the Directors, out of any assets of the Company legally available therefor, such Dividends as may be declared from time to time by the Directors; provided, however, that in the event that such Dividend is paid in the form of Ordinary Shares or rights to acquire Ordinary Shares, the holders of Ordinary Shares shall receive Ordinary Shares or rights to acquire Ordinary Shares, as the case may be.

8.2 Liquidation Rights. Upon the liquidation, dissolution or winding up of the Company, the assets of the Company shall be distributed as provided in Article 7.3.

8.3 Redemption. The Ordinary Shares are not redeemable.

8.4 Voting Rights.

(a) The holder of each Ordinary Share shall be entitled to notice of any Members' meeting in accordance with these Articles, and shall be entitled to vote upon such matters and in such manner as may be provided for below.

(b) Subject to the rights of the holders of the Preferred Shares provided in Article 7, the holders of Ordinary Shares shall at all times vote together as one class with the holders of the Preferred Shares on all matters (including the election of Directors) submitted to a vote or for the consent of the Members of the Company.

(c) Each holder of Ordinary Shares shall be entitled to one (1) vote for each Ordinary Share held as of the applicable date on any matter that is submitted to a vote or for the consent of the Members of the Company.

8.5 Equal Status. Ordinary Shares shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters.

REGISTER OF MEMBERS

9 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute. The Register of Members shall be the only evidence as to who are the Members entitled to examine the Register of Members, the list required by Article 43 or the books of the Company, or to vote in person or by proxy at any meeting of Members.

CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

10 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend, or in order to make a determination of Members for any other proper purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty (40) days. If the Register of Members shall be closed for the purpose of determining Members entitled to notice of, or to vote at, a meeting of Members, the Register of Members shall be closed for at least ten (10) days immediately preceding the meeting.

11 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of or to vote at a meeting of the Members or any adjournment thereof, and for the purpose of determining the Members entitled to receive payment of any Dividend.

12 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend, the date on which notice of the meeting is sent or the date on which the resolution of the Directors declaring such Dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

CERTIFICATES FOR SHARES

13 A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorized by the Directors. The Directors may authorize certificates to be issued with the authorized signature(s) affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and, subject to these Articles, no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

14 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

15 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

16 Transferability.

16.1 Shares are transferable unless otherwise provided by these Articles or by contract and such transfer does not cause the Company be a controlled foreign corporation (as defined in Section 957 of the Code).

16.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if the Directors so require, signed by the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

17 Agreements Among the Company and the Members.

17.1 Right of First Offer.

(a) ROFO Notice. If at any time any Member who is a "Holder" for the purposes of the Right of First Offer and Co-Sale Agreement (the "**Seller**") proposes to sell, transfer, pledge or otherwise dispose of (each, a "**Transfer**") Equity Securities to one or more Persons (other than a Permitted Transferee), then the Seller shall give the Company written notice of the Seller's desire to make the Transfer (the "**ROFO Notice**"), which ROFO Notice shall include (i) a description of the Equity Securities to be transferred ("**Offered Shares**"), (ii) the proposed purchase price and (iii) the material terms and conditions upon which the proposed Transfer is to be made. The ROFO Notice constitutes the Seller's irrevocable offer to sell the Offered Shares to the Company and the Major Investors under the terms of this Article 17.1(a). The Company shall immediately deliver a copy of the ROFO Notice to each of the Major Investors.

(b) Company's Option. The Company shall have an option for a period of ten (10) days (the "**Company Option Period**") after receipt of the ROFO Notice to irrevocably offer to purchase some or all of the Offered Shares at the same price and subject to the same material terms and conditions as described in the ROFO Notice (the "**Company's Option**"). The Company may exercise the Company's Option and purchase all or part of the Offered Shares by notifying the Seller, with a copy to each of the Major Investors, in writing before expiration of the Company Option Period as to the number of such shares which it wishes to purchase. If the Company gives the Seller notice that it desires to purchase such shares, then payment for the Offered Shares shall be by check or wire transfer, against delivery of the Offered Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than forty-five (45) days after the Company's receipt of the ROFO Notice, unless the value of the purchase price has not yet been established pursuant to Article 17.1(e) (Valuation of Property). If the Company fails to exercise the Company's Option in full within the Company Option Period, all or the remainder of the Offered Shares shall be subject to the Major Investor's Option (as defined below) and Co-Sale Rights (as defined below); provided that the Company may waive its rights under this Article 17.1(b) (Company's Option) prior to the expiration of the Company Option Period by giving written notice to the Seller, with a copy to the Major Investors.

(c) Additional ROFO Notice. If after the expiration of the Company Option Period, the Company has declined to purchase all of the Offered Shares or has waived its right to purchase the Offered Shares, then the Company, on behalf of the Seller, shall give each Major Investor an "**Additional ROFO Notice**" which shall include all of the information and certifications required in a ROFO Notice and shall additionally identify the Offered Shares which the Company has declined to purchase (the "**Remaining Shares**").

(d) Major Investor's Option.

(i) Each Major Investor shall have the option for a period of twenty (20) days after such Major Investor's receipt of the Additional ROFO Notice (the "**ROFO Deadline**") from the Company pursuant to Article 17.1(c) (Additional ROFO Notice) to make an irrevocable offer to purchase up to its Pro Rata Share of the Remaining Shares at the same price and subject to the same terms and conditions as described in the Additional ROFO Notice (the "**Major Investor's Option**"). Each Major Investor may exercise the Major Investor Option and purchase all or any portion of his, her or its Pro Rata Share (with any reallotments as provided below) of the Remaining Shares, by notifying the Company, on behalf of the Seller, in writing, before expiration of the ROFO Deadline as to the number of such shares which he, she or it wishes to purchase. The Company shall immediately deliver to the Seller a copy of all such notices received from the Major Investors. Each fully participating Major Investor shall have a right of reallotment such that, if any other Major Investor fails to exercise the Major Investor's Option in full, the fully participating Major Investors may purchase the Remaining Shares not previously purchased on a pro rata basis based upon the aggregate number of Equity Securities held by such Major Investor as compared to the aggregate number of Equity Securities held by all fully participating Major Investors. The proceedings described in the preceding sentence shall be repeated until (i) there are no Remaining Shares, (ii) there is no fully participating Major Investor remaining, or (iii) each fully participating Major Investor in the last round has waived its Major Investor's Option in writing or has not responded to the last Additional ROFO Notice within the ROFO Deadline therein.

(ii) Each Major Investor shall be entitled to apportion Remaining Shares to be purchased among its Affiliates, provided that such Major Investor notifies the Company, which shall deliver a copy to the Seller, of such allocation; provided further that such Major Investor shall be responsible for its designated Affiliate's performance with respect to such Affiliate's obligations to acquire shares pursuant to the allocation. If a Major Investor gives the Company notice that it desires to purchase its Pro Rata Share of the Remaining Shares and, as the case may be, its reallotment, then payment for the Remaining Shares shall be by check or wire transfer, against delivery of the Remaining Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than ten (10) days after the ROFO Deadline, unless the value of the purchase price has not yet been established pursuant to Article 17.1(e) (Valuation of Property).

(e) Valuation of Property. Should the purchase price specified in the ROFO Notice be payable in property other than cash or evidences of indebtedness, the Company (or the Major Investors, as applicable) shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If the Seller, the Company and the Major Investors cannot agree on such cash value within ten (10) days after the Company's receipt of the ROFO Notice, the valuation shall be made by an appraiser of internationally recognized standing selected by the Seller and the Company or, if they cannot agree on an appraiser within twenty (20) days after the Company's receipt of the ROFO Notice, each shall select an appraiser of internationally recognized standing and the two appraisers shall designate a third appraiser of internationally recognized standing, whose appraisal shall be determinative of such value, which final appraisal shall be completed within thirty (30) days of the appointment after the third appraiser. The cost of such appraisal shall be shared equally by the Seller and the Company. In the event an appraisal is necessary, the Company's Option or the Major Investors' Option, as the case may be, shall run for ten (10) days after the delivery of the appraisal determining the value.

(f) Third Party Sale. In the event the Company and/or the Major Investors have not acquired all of the Offered Shares under this Article 17.1 (Right of First Offer), then, subject to Article 17.2 (Right of Co-Sale) in the case of a Transfer by any Founders, the Seller may, within sixty (60) days (the "**ROFO Unrestricted Period**") following the date of the expiration of the ROFO Deadline (the "**Contract Date**") and without any further obligation to the Company or the Major Investors, except as otherwise provided herein, sell the remaining Offered Shares, at not less than one hundred percent (100%) of the purchase price per Share and on terms and conditions equivalent if not more favourable to the Seller, to those specified in the ROFO Notice to a third party (the "**Third Party Purchaser**"). In addition, such sale shall not be consummated unless and until (x) such Third Party Purchaser shall represent in writing to the Company and each Major Investor that it is aware of the rights of the Company and the Investors contained in the Right of First Offer and Co-Sale Agreement, the Voting Agreement and the Investors' Rights Agreement, (y) prior to the purchase by such Third Party Purchaser of any of such Offered Shares, such Third Party Purchaser shall become a party to the Right of First Offer and Co-Sale Agreement as a "Holder" and shall agree to be bound by the terms and conditions thereof and such Third Party Purchaser shall become a party to the Voting Agreement as a "Shareholder" (as defined in the Voting Agreement) and shall agree to be bound by the terms and conditions thereof and (z) the transfer complies in all respects with applicable United States Federal and state securities laws, including, without limitation, the Securities Act. In the event the Seller does not consummate the sale of the Offered Shares during the ROFO Unrestricted Period, the Company's right of first offer and the Major Investors' rights of first offer and Co-Sale Rights shall again become effective, and no transfer of such Offered Shares may be made thereafter by such Seller without again offering the same to the Company and the Major Investors in accordance with this Article 17.1 (Right of First Offer).

17.2 Right of Co-Sale.

(a) Notice of Sales. Should any Founder propose to accept one or more bona fide offers (collectively, a "**Purchase Offer**") from any Third Party Purchaser to purchase the Offered Shares (the "**Co-Sale Shares**") from such Founder pursuant to Article 17.1(f) (Third Party Sale), then such Founder shall promptly, but in no event later than twenty (20) days prior to the consummation of the sale, deliver notice (the "**Co-Sale Notice**") to the Company and each Major Investor stating the terms and conditions of such Purchase Offer including, without limitation, the number of Equity Securities proposed to be sold or transferred, the nature of such sale or transfer, the consideration to be paid (which shall not be less than one hundred percent (100%) of the purchase price per Offered Share set forth in ROFO Notice), and the name and address of the Third Party Purchaser.

(b) Co-Sale Right. Each Major Investor shall have the right (the "**Co-Sale Right**"), exercisable upon written notice to the Company within fifteen (15) days after receipt of the Co-Sale Notice, to participate in such Founder's sale of Offered Shares pursuant to the specified terms and conditions of such Purchase Offer. To the extent a Major Investor (for purposes of this Article 17.2 (Right of Co-Sale), a "**Selling Holder**") exercises such Co-Sale Right in accordance with the terms and conditions set forth below, the number of Co-Sale Shares which such Founder may sell pursuant to such Purchase Offer shall be correspondingly reduced. The Co-Sale Right of each Selling Holder shall be subject to the following terms and conditions:

(i) Calculation of Shares. Each Selling Holder may sell all or any part of that number of its Equity Securities equal to the product obtained by multiplying (A) the aggregate number of Co-Sale Shares covered by the Purchase Offer by (B) a fraction, the numerator of which is the number of Equity Securities at the time owned by such Selling Holder and the denominator of which is the sum of (x) the total number of Equity Securities at the time owned by all Major Investors participating in such sale plus (y) the total number of Equity Securities at the time owned by such Founder, including without limitation shares that have been transferred by such Founder to Permitted Transferees in accordance with these Articles.

(ii) Delivery of Certificates. Each Selling Holder shall effect its participation in the sale by either delivering to the selling Founder for transfer to the prospective Third Party Purchaser or delivering directly to the prospective Third Party Purchaser one or more certificates, properly endorsed for transfer, which represent the Equity Securities which such Selling Holder elects to sell.

(iii) Transfer. The share certificate or certificates which the Selling Holder delivers pursuant to Article 17.2 (Delivery of Certificates) shall be delivered by such selling Founder or the Selling Holder, as the case may be, to the Third Party Purchaser in consummation of the sale pursuant to the terms and conditions specified in the Notice, and upon the consummation of such sale, the Third Party Purchaser shall remit to such Selling Holder that portion of the sale proceeds to which such Selling Holder is entitled by reason of its participation in such sale. To the extent that any prospective Third Party Purchaser prohibits or refuses to recognize the Co-Sale Right or otherwise refuses to purchase Equity Securities from a Selling Holder exercising its Co-Sale Right hereunder, the selling Founder shall not sell to such prospective Third Party Purchaser any Equity Securities unless and until, simultaneously with such sale, the selling Founder shall purchase such Equity Securities from such Selling Holder for the same consideration and on the same terms and conditions as the proposed transfer described in the Co-Sale Notice (which terms and conditions shall be no less favorable to the Selling Holder than those governing the sale to the Third Party Purchaser by the selling Founder).

(iv) No Selling Holder shall be obligated to make any representations or warranties about the Company to any Third Party Purchaser and may be obligated to make representations and warranties severally about itself only as to its power and authority, due authorization, title to its Equity Securities being sold, non-contravention and enforceability.

(v) To the extent that the Major Investors have not exercised their rights to participate in the sale of the Offered Shares within the time periods specified in Article 17.2, a Founder shall be permitted to sell its or his Offered Shares without being subject to the Co-Sale Right during the ROFO Unrestricted Period, but subject to Section Article 17.1.

(vi) The exercise or non-exercise of the rights of the Major Investors hereunder to participate in one or more sales of Equity Securities by a Seller under Article 17.1 (Right of First Offer) or Article 17.2 (Right of Co-Sale) shall not adversely affect their rights to participate in subsequent sales of Equity Securities by a Seller.

(c) Notwithstanding anything in Article 17.1 or this Article 17.2, in the event of a Liquidation or Sale Transaction, the consideration, proceeds and other amounts available for distribution shall be paid to the holders of Preferred Shares and holders of the Ordinary Shares in accordance with the priorities set forth in Article 7.3 and the preferential rights of the holders of Preferred Shares set forth herein, and the holders shall not Transfer any of their Equity Securities in a single transaction or series of related transactions if such Transfer will constitute or result in a Sale Transaction, unless the consideration, proceeds and other amounts available for distribution are paid to the holders of Preferred Shares and the holders of Ordinary Shares in accordance with the priorities set forth in Article 7.3.

17.3 Permitted Transfers. The provisions of Article 17.1 (Right of First Offer) and Article 17.2 (Right of Co-Sale) of these Articles shall not pertain or apply to:

(a) any transfer of Equity Securities by a Member to such Member's Relative's or to a trust for their benefit, provided that all of the beneficial interests in such trust are owned or controlled by such Member;

(b) any transfer of Equity Securities by a Member to its Affiliate;

(c) the grant of a security interest in and pledge of Equity Securities by GapStar or, subject to the consent of the holders of a majority of each of the Series C and D Preferred Shares, another Member of its Equity Securities pursuant to a bona fide loan transaction with an internationally recognized financial services firm that creates a mere security interest in such Equity Securities;

(d) any sale of Equity Securities to the public pursuant to a Qualified IPO; or

(e) subject to and without derogating from Article 17.2(c), any sale of Equity Securities in connection with a Sale Transaction,

(each of the foregoing transfers, a "**Permitted Transfer**" and the transferees described therein, each, a "**Permitted Transferee**"), provided, that no transfer may be made pursuant to this Article 17.3 (Permitted Transactions) unless (x) the transferee (other than a lender in the case of a pledge of GapStar) has agreed in writing to be bound by the terms and conditions of the Right of First Offer and Co-Sale Agreement, (y) the transfer complies in all aspects with the applicable provisions of these Articles and (z) the transfer complies in all respects with applicable federal and state securities laws, including, without limitation, the Securities Act. If reasonably requested by the Company, except with respect to a Permitted Transfer under this Article 17.3(c), an opinion of counsel to such transferring Member shall be supplied to the Company, at such transferring Member's expense, to the effect that such transfer complies with the applicable United States Federal and state securities laws. Upon becoming a Member, (i) the Permitted Transferee of a Major Investor shall be substituted for and be deemed a Major Investor under Article 17.1 (Right of First Offer) and Article 17.2 (Right of Co-Sale), and (ii) the Permitted Transferee of a Founder shall be substituted for, and shall be deemed a Founder under Article 17.1 (Right of First Offer) and Article 17.2 (Right of Co-Sale).

17.4 Prohibited Transfers. Any attempt by a Member to transfer Equity Securities in violation of Article 17 (Agreements Among the Company and the Holders) shall be void and the Company agrees it will not affect such a transfer nor will it treat any alleged transferee as the holder of such Equity Securities.

17.5 Avoidance of Restrictions. The parties agree that the Transfer restrictions in Article 17.1 (Right of First Offer) and Article 17.2 (Right of Co-Sale) shall not be capable of being avoided by the holding of Equity Securities indirectly through a Person that can itself be sold in order to dispose of an interest in Equity Securities free of such restrictions. Any Transfer or other disposal of any shares (or other interest) resulting in any change in the control of a Member or of any Person having control over that Member shall be treated as being a Transfer of the Equity Securities held by that Member, and the provisions of the Right of First Offer and Co-Sale Agreement and these Articles that apply in respect of the Transfer of Equity Securities shall thereupon apply and take effect with respect to the Equity Securities held by that Member; provided, however, that this Article 17.5 shall not apply in respect of any change in management or ownership interests in any private equity firm that is, or manages, any Member.

18 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if the Directors so require, signed by the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

REDEMPTION AND REPURCHASE OF SHARES

19 Subject to the provisions of the Statute and Articles 7 and 8, the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares shall be affected in such manner as the Company may, by Ordinary Resolution, determine before the issue of the Shares.

20 Subject to the provisions of the Statute and Articles 7 and 8 (and without prejudice to the authority contained in Article 19), the Company may purchase its own Shares (including any redeemable Shares) provided that the Members shall have approved the manner of purchase by Ordinary Resolution.

21 The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

VARIATION OF RIGHTS OF SHARES

22 If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound-up, be varied, subject to the provisions of these Articles, with such consent as is required in accordance with the terms of that class (in connection with any specified action or generally); provided that:

(a) in respect of the Series C Preferred Shares, for so long as the General Atlantic Shareholders hold at least 50% of such Series C Preferred Shares or the Ordinary Shares issuable upon conversion of such Series C Preferred Shares, the rights attached to such class may only be varied with the consent in writing of the holders of a majority of the issued Series C Preferred Shares, or with the sanction of a resolution passed at a separate meeting of the holders of a majority of the issued Series C Preferred Shares, which majority must in either case include at least a majority of the General Atlantic Shareholders holding a majority of the Series C Preferred Shares held by all of the General Atlantic Shareholders;

(b) in respect of the Series D Preferred Shares, for so long as the Softbank Shareholders hold at least either 50% of such Series D Preferred Shares or the Ordinary Shares issuable upon conversion of such Series D Preferred Shares, the rights attached to such class may only be varied with the consent in writing of either the holders of a majority of the issued Series D Preferred Shares, or with the sanction of a resolution passed at a separate meeting of the holders of a majority of the issued Series D Preferred Shares, which majority must in either case include at least the Softbank Shareholders holding either a majority of the Series D Preferred Shares held by all of the Softbank Shareholders;

(c) in respect of the Series A Preferred Shares and Series B Preferred Shares, for so long as at least twenty five million (25,000,000) Series A Preferred Shares and Series B Preferred Shares, in the aggregate, remain outstanding (as adjusted for any stock splits, bonus issues, recapitalizations, combinations, or similar transactions with respect to such shares after the date hereof), the rights attached to such classes may only be varied with the consent in writing of the holders of a majority of the issued Series A Preferred Shares and Series B Preferred Shares (voting together as a single class), or with the sanction of a resolution passed at a separate meeting of the holders of a majority of the issued Series A Preferred Shares and Series B Preferred Shares; and

(d) where the terms of a class do not specify any particular consent (in connection with any specified action or generally), the rights attached to such class may only be varied with the consent in writing of the holders of a majority of the issued Shares of that class, or with the sanction of a Special Resolution passed at a separate meeting of the holders of the Shares of that class.

For the purposes of convening a meeting pursuant to this Article 22 the Directors may treat holders of Series A Preferred Shares and Series B Preferred Shares as forming a single class if they consider that both the holders of Series A Preferred Shares and Series B Preferred Shares would be affected in the same way by the proposals under consideration but in any other case shall treat them as separate classes.

23 Subject to the terms of the relevant class, the provisions of these Articles relating to general meetings shall apply to every such separate meeting of the holders of one class of Shares except that the necessary quorum shall be one Person holding or representing by proxy at least a majority of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll

24 Subject to these Articles, the rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

COMMISSION ON SALE OF SHARES

25 The Company may, in so far as the Statute permits, pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares of the Company. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

NON-RECOGNITION OF TRUSTS

26 The Company shall not be bound by or compelled to recognize in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the registered holder.

TRANSMISSION OF SHARES

27 If a Member dies, the survivor or survivors where he was a joint holder, and his legal personal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest. The estate of a deceased Member is not thereby released from any liability in respect of any Share, which had been jointly held by him.

28 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors, elect either to become the holder of the Share or to have some person nominated by him as the transferee. If he elects to become the holder he shall give notice to the Company to that effect.

29 If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

AMENDMENTS OF MEMORANDUM AND ARTICLES OF ASSOCIATION AND ALTERATION OF CAPITAL

30 Subject to Article 7.7, Article 7.8, and Article 7.9 the Company may by Ordinary Resolution:

30.1 increase the share capital by such sum as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

30.2 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;

30.3 by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value; and

30.4 cancel any Shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

31 Subject to the provisions of the Statute and the provisions of these Articles as regards the matters to be dealt with by Ordinary Resolution, and subject further to Article 7.7 and Article (iv), the Company may by Special Resolution:

31.1 change its name;

31.2 alter or add to these Articles;

31.3 alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and

31.4 reduce its share capital and any capital redemption reserve fund.

REGISTERED OFFICE

32 Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office.

GENERAL MEETINGS

33 All general meetings other than annual general meetings shall be called extraordinary general meetings.

34 The Company shall, if required by the Statute, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the Registered Office on the second Wednesday in December of each year at ten o'clock in the morning. At these meetings, the report of the Directors (if any) shall be presented.

35 The Company may hold an annual general meeting, but shall not (unless required by Statute) be obliged to hold an annual general meeting.

36 The Directors may call general meetings, and they shall on a Members requisition forthwith proceed to convene an extraordinary general meeting of the Company.

37 A Members requisition is a requisition of Members of the Company holding at the date of deposit of the requisition not less than ten percent (10%) of the aggregate voting power of all of the Shares (whether Preferred or Ordinary) of the Company entitled to attend and vote at general meetings of the Company.

38 The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

39 If the Directors do not within twenty-one (21) days from the date of the deposit of the requisition duly proceed to convene a general meeting to be held within a further twenty-one (21) days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three (3) months after the expiration of the said twenty-one (21) days.

40 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

NOTICE OF GENERAL MEETINGS

41 At least three (3) days' notice shall be given of any general meeting unless such notice is waived either before, at or after such meeting by the Members (or their proxies) holding a majority of the aggregate voting power of all of the Shares (whether Preferred or Ordinary). Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed by the Members (or their proxies) holding a majority of the aggregate voting power of all of the shares (whether Preferred or Ordinary) of the Company entitled to attend and vote thereat.

42 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

43 The officer of the Company who has charge of the Register of Members of the Company shall prepare and make, at least two (2) days before every general meeting, a complete list of the Members entitled to vote at the general meeting, arranged in alphabetical order, and showing the address of each Member and the number of shares registered in the name of each Member. Such list shall be open to examination of any Member for any purpose germane to the meeting, during ordinary business hours, for a period of at least two (2) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Member of the Company who is present.

PROCEEDINGS AT GENERAL MEETINGS

44 No business shall be transacted at any general meeting unless a quorum is present. The holders of a majority of the aggregate voting power of all of the Shares (whether Preferred or Ordinary) entitled to notice of and to attend and vote at such general meeting present in person or by proxy or if a company or other non-natural person by its duly authorized representative shall be a quorum, provided that presence in person or by proxy of the General Atlantic Shareholders and Softbank Shareholders shall be required for a quorum. Notwithstanding the foregoing, if notice of a meeting has been duly given to the General Atlantic Shareholders and Softbank Shareholders and the General Atlantic Shareholders and Softbank Shareholders are not present in person or by proxy within forty-eight (48) hours after the time scheduled for such meeting, then the presence in person or by proxy of the General Atlantic Shareholders and Softbank Shareholders shall not be required for such quorum.

45 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

46 Subject to Article 7.7 and (iv) or unless otherwise provided by contract, a resolution in writing (in one or more counterparts) shall be as valid and effective as if the resolution had been passed at a duly convened and held general meeting of the Company if:

46.1 in the case of a Special Resolution, it is signed by all Members for the time being entitled to receive notice of, and to attend and vote at, general meetings (or, being companies signed by their duly authorized representatives); or

46.2 in the case of any resolution passed other than as a Special Resolution, it is signed by Members for the time being holding Shares carrying in aggregate not less than the minimum number of votes that would be necessary to authorize or take such action at a general meeting at which all Shares entitled to vote thereon were present and voted (calculated in accordance with Article 56) (or, being companies, signed by their duly authorized representative).

47 A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any general meeting, the Members (or their proxies) holding a majority of the aggregate voting power of all of the Shares (whether Preferred or Ordinary) of the Company represented at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member entitled to vote thereat.

48 The chairman, if any, of the Board shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within ten (10) minutes after the time appointed for the holding of the meeting, or is unwilling or unable to act, the Directors present shall elect one of their number, or shall designate a Member, to be chairman of the meeting.

49 With the consent of a general meeting at which a quorum is present, the chairman may (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice.

50 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the chairman demands a poll, or any other Member or Members collectively present in person or by proxy and holding at least a majority of the aggregate voting power of all of the Shares (whether Preferred or Ordinary) of the Company entitled to attend and vote at the meeting demand a poll.

51 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

52 The demand for a poll may be withdrawn.

53 Except on a poll demanded on the election of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

54 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

VOTES OF MEMBERS

55 Except as otherwise required by law or these Articles or by contract, the Ordinary Shares and the Preferred Shares shall vote together as a single series on all matters submitted to a vote of Members. Each Ordinary Share issued and outstanding shall have the number of votes set forth in Article 8.4 hereof and each Preferred Share issued and outstanding shall have the number of votes set forth in Article 7.5.

56 In the case of joint holders of record, the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

57 A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, *curator bonis*, or other person on such Member's behalf appointed by that court, and any such committee, receiver, *curator bonis* or other person may vote by proxy.

58 No person shall be entitled to vote at any general meeting or at any separate meeting of the holders of a series of Shares unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.

59 No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

60 On a poll or on a show of hands, votes may be cast either personally or by proxy. A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy, the instrument of proxy shall state which proxy is entitled to vote on a show of hands.

61 A Member holding more than one Share need not cast the votes in respect of his Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he is appointed either for or against a resolution and/or abstain from voting.

PROXIES

62 The instrument appointing a proxy shall be in writing, be executed under the hand of the appointor or of his attorney duly authorized in writing, or, if the appointor is a company under the hand of an officer or attorney duly authorized for that purpose. A proxy need not be a Member of the Company.

63 The instrument appointing a proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company:

63.1 not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

63.2 in the case of a poll taken more than forty-eight (48) hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty-four (24) hours before the time appointed for the taking of the poll; or

63.3 where the poll is not taken forthwith but is taken not more than forty-eight (48) hours after it was demanded be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director;

provided that the Directors may in the notice convening the meeting, or in an instrument of proxy sent out by the Company, direct that the instrument appointing a proxy may be deposited (no later than the time for holding the meeting or adjourned meeting) at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company. The chairman may in any event at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted shall be invalid.

64 The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

65 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

CORPORATE MEMBERS

66 Any company or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any series of Members, and the person so authorized shall be entitled to exercise the same powers on behalf of the Company which he represents as the Company could exercise if it were an individual Member.

SHARES THAT MAY NOT BE VOTED

67 Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

APPOINTMENT OF DIRECTORS

68 The Board shall consist of six (6) members, subject to adjustment pursuant to Article 7.6(c). Except as provided in Article 65 and Article 7.6 or in the Voting Agreement, Directors shall be elected by a plurality of the votes cast at a general meeting, and each Director so elected shall hold office until the next general meeting for the election of Directors and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

69 Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Directors so chosen shall hold office until the next general meeting at which Directors are elected and until their successors are duly elected and qualified, or until their earlier resignation or removal; provided, however, that where such vacancy occurs among the Directors elected by the holders of a class or series of Shares (Ordinary or Preferred, as applicable), the holders of shares of such class or series may override the Director's action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of the Company's Members or (ii) written consent, if the consenting Members hold a sufficient number of shares to elect their designee at a meeting of the Members.

POWERS OF DIRECTORS

70 Subject to the provisions of the Statute, the Memorandum and these Articles, the business of the Company shall be managed by or under the direction of the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

71 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

72 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

73 Subject to the provisions of the Statute, the Memorandum and these Articles, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture share, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

VACATION OF OFFICE AND REMOVAL OF DIRECTOR

74 The office of a Director shall be vacated if:

74.1 he gives notice in writing to the Company that he resigns the office of Director;

74.2 if he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

74.3 if he is found to be or becomes of unsound mind;

74.4 any Director who shall have been elected by a specified group of Members (which group may be specified under these Articles or otherwise by agreement of all the Members from time to time and referred to herein, which includes the Company to the extent of its right to appoint one or more directors, as a "**Specified Group**") may be removed during the aforesaid term of office, either for or without cause, by, and only by, the affirmative vote of the holders of a majority of the Shares of such Specified Group, given at a special meeting of such Specified Group duly called or by an action by written consent for that purpose. Any vacancy on the Board caused as a result of one or more of the events set out in Article 74.1 to 74.3 of any such Director who shall have been elected by a Specified Group, may be filled by, and only by, the vote of the holders of a majority of the Shares of such Specified Group given at a special meeting of such Specified Group or by an action by written consent, unless otherwise agreed upon among the Members of such Specified Group. Notwithstanding anything to the contrary set forth herein, in no event may (i) the GA Director be removed for any reason without the prior written consent of the General Atlantic Shareholders; (ii) the DCM Director be removed for any reason without the prior written consent of the DCM Shareholders; or (iii) the Softbank Director be removed for any reason without the prior written consent of the Softbank Shareholders.

74.5 Subject to Article 74.4, by the vote of the holders of at least a majority of the Ordinary Shares at a special meeting of such holder or by an action by written consent.

PROCEEDINGS OF DIRECTORS

75 At all meetings of the Board a majority of the number of Directors authorized in accordance with Article 68 shall be necessary and sufficient to constitute a quorum for the transaction of business provided that such quorum must include the GA Director and Softbank Director. Notwithstanding the foregoing, if notice of a meeting has been duly given to the GA Director and the GA Director is not present in person or by proxy within forty-eight (48) hours of the time scheduled for such meeting, then the presence in person or by proxy of the GA Director shall not be required for such quorum. Notwithstanding the foregoing, if notice of a meeting has been duly given to the Softbank Director and the Softbank Director is not present in person or by proxy within forty-eight (48) hours of the time scheduled for such meeting, then the presence in person or by proxy of the Softbank Director shall not be required for such quorum. The vote of a majority of the Directors present at any meeting at which there is a quorum, shall be the act of the Board, except as may be otherwise specifically provided by the Statute, the Memorandum or these Articles. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting, until a quorum shall be present. If only one Director is authorized, such sole Director shall constitute a quorum.

76 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit.

77 A person may participate in a meeting of the Directors or committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors, the meeting shall be deemed to be held at the place where the chairman is at the start of the meeting.

78 A resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

79 Meetings of the Board may be called by the chairman, if there be one, the President or any Director. Notice thereof stating the place, date and hour of the meeting shall be given to each Director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, facsimile or e-mail not less than twenty-four (24) hours before the date of the meeting or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

80 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

81 The Directors may elect a chairman of their board and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman shall not be present within ten (10) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

82 All acts done by any meeting of the Directors or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director.

ALTERNATE DIRECTORS

83 A Director who expects to be unable to attend Directors' Meetings because of absence, illness or otherwise may, with the advance written consent of a majority of the other Directors then constituting the Board, appoint an alternate Director to act in his stead and such appointee, as an alternate Director, shall, in the event of absence therefrom of his appointor, be entitled to attend meetings of the Directors and to vote thereat and to do, in the place and stead of his appointor, any other act or thing which his appointor is permitted or required to do by virtue of his being a Director as if the alternate Director were the appointor, other than appointment of an alternate to himself, and he shall ipso facto vacate office if and when his appointor ceases to be a Director or removes the appointee from office. Any appointment or removal under this Article shall be effected by notice in writing under the hand of the Director making the same.

PRESUMPTION OF ASSENT

84 A Director of the Company who is present at a meeting of the Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

DIRECTORS' INTERESTS

85 A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

86 A Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

87 A Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

88 No person shall be disqualified from the office of Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director shall be in any way interested be or be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.

89 A general notice that a Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

MINUTES

90 The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any series of Shares and of the Directors, and of committees of Directors including the names of the Directors present at each meeting.

DELEGATION OF DIRECTORS' POWERS

91 The Directors may delegate any of their powers to any committee consisting of one or more Directors. The Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of the absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Directors in the management of the business and affairs of the Company. Each committee shall keep regular minutes and report to the Directors when required. The Directors may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him provided that the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying. Notwithstanding anything to the contrary set forth in these Articles, the GA Director and the Softbank Director shall have the right to serve on each committee of Directors.

92 The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees or local boards. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

93 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

94 The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorized signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorized signatories as the Directors may think fit and may also authorize any such attorney or authorized signatory to delegate all or any of the powers, authorities and discretions vested in him.

95 The Directors may appoint such officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment, an officer may be removed by resolution of the Directors.

NO MINIMUM SHAREHOLDING

96 A Director shall not be required to hold Shares.

REMUNERATION OF DIRECTORS

97 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any series of Shares or debentures of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

98 The Directors may by resolution approve additional remuneration to any Director for any services other than his ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

SEAL

99 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer or other person appointed by the Directors for the purpose.

100 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

101 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

DIVIDENDS, DISTRIBUTIONS AND RESERVE

102 Subject to the Statute, Article 7 and this Article, the Directors may declare Dividends and distributions on Shares in issue and authorize payment of the Dividends or distributions out of the assets of the Company lawfully available therefor. No Dividend or distribution shall be paid except out of the realized or unrealized profits of the Company, or out of the share premium account or as otherwise permitted by the Statute.

103 All Dividends and distributions shall be declared and paid according to and subject to the provisions of Articles 7 and 8.

104 The Directors may deduct from any Dividend or distribution payable to any Member all sums of money (if any) then payable by him to the Company on account of calls or otherwise.

105 Subject to the provisions of Articles 7 and 8, the Directors may declare that any Dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

106 Any Dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, bonuses or other monies payable in respect of the Share held by them as joint holders.

107 No Dividend or distribution shall bear interest against the Company.

108 Any Dividend which cannot be paid to a Member and/or which remains unclaimed after six (6) months from the date of declaration of such Dividend may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend shall remain as a debt due to the Member. Any Dividend which remains unclaimed after a period of six (6) years from the date of declaration of such Dividend shall be forfeited and shall revert to the Company.

CAPITALIZATION

109 The Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of Dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalization, with full power to the Directors to make such provisions as they think fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorize any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalization and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

BOOKS OF ACCOUNT

110 The Directors shall cause proper books of account to be kept at such place as they may from time to time designate with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

111 Any person with a legal or equitable interest in the Shares of the Company, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose, and to make copies and extracts from: (1) the Company's Register of Members, and its other books and records; and (2) a subsidiary's books and records, to the extent that: (i) the Company has actual possession and control of such records of such subsidiary; or (ii) the Company could obtain such records through the exercise of control over such subsidiary, provided that as of the date of the making of the demand: (A) the inspection of such books and records of the subsidiary would not constitute a breach of an agreement between the Company or the subsidiary and a person or persons not affiliated with the Company; and (B) the subsidiary would not have the right under the law applicable to it to deny the Company access to such books and records upon demand by the Company. In every instance where the person seeking inspection is other than the holder of record of the Shares, the demand under oath shall state the person's entitlement to the Shares, be accompanied by documentary evidence of beneficial ownership of the Shares, and state that such documentary evidence is a true and correct copy of what it purports to be. A proper purpose shall mean a purpose reasonably related to such person's legal or equitable interest in the Shares. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Member. The demand under oath shall be directed to the Company at its principal place of business. Any Director shall have the right to examine the Company's Register of Members and its other books and records for a purpose reasonably related to the Director's position as a Director.

112 The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

AUDIT

113 The Directors may appoint an Auditor of the Company who shall hold office until removed from office by a resolution of the Directors, and may fix his or their remuneration.

114 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

115 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any other time during their term of office, upon request of the Directors or any general meeting of the Members.

NOTICES

116 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by post, overnight mail, express mail, fax or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent overnight mail or express mail.

117 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and shall be deemed to have been received on the third day if deposited in United States mail and fourteenth day if deposited in the Peoples Republic of China mail (not including Saturdays or Sundays or public holidays) following the day on which notice was posted. Where a notice is sent by fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was confirmed transmitted. Where a notice is given by e-mail, service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient to the Company for such purpose and shall be deemed to have been received on the same day that it was sent, if not confirmed as undeliverable or other error message is received, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.

118 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under these Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

119 Notice of every general meeting shall be given in any manner hereinbefore authorized to every person shown as a Member in the Register of Members on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

120 Whenever any notice is required by law or these Articles to be given to any Director, member of a committee or Member, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

WINDING UP

121 If the Company shall be wound up, assets available for distribution amongst the Members shall be distributed in accordance with Article 7.3(a).

122 If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and, subject to Article 7.3(a), determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

INDEMNITY

123 Subject to Article 125, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a Director or officer of the Company, or is or was a Director or officer of the Company serving at the request of the Company as a Director or officer, employee or agent of another company, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had a reasonable cause to believe that his or her conduct was unlawful.

124 Subject to Article 125, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favour by reason of the fact that he or she was a Director or officer of the Company, or is or was a Director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another company, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper.

125 Any indemnification under these Articles (unless ordered by court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article 123 or Article 124 as the case may be. Such determination shall be made: (i) by the Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or (iii) by the Members. To the extent, however, that a Director or officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

126 For purposes of any determination under Article 125 a person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his or her conduct was unlawful, if his or her action is based on the records or books of account of the Company or another enterprise, or on information supplied to him or her by the officers of the Company or another enterprise in the course of their duties, or on the advice of legal counsel for the Company or another enterprise or on information or records given or reports made to the Company or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or another enterprise. The term "another enterprise" as used in this Article 126 shall mean any other company or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Company as a Director, officer, employee or agent. The provisions of this Article 126 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Article 123 or Article 124 as the case may be.

127 Notwithstanding any contrary determination in the specific case under Article 125 and notwithstanding the absence of any determination thereunder, any Director or officer may apply to any court of competent jurisdiction for indemnification to the extent otherwise permissible under Article 123 and Article 124. The basis of such indemnification by a court shall be a determination by such court that indemnification of the Director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article 123 or Article 124 as the case may be. Neither a contrary determination in the specific case under Article 125 nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the Director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Article 127 shall be given to the Company promptly upon the filing of such application. If successful, in whole or in part, the Director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

128 Expenses incurred by a Director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Director to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in these Articles.

129 The indemnification and advancement of expenses provided by or granted pursuant to these Articles shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, contract, vote of Members or disinterested Directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, it being the policy of the Company that indemnification of the persons specified in Article 123 and Article 124 shall be made to the fullest extent permitted by law. The provisions of these Articles shall not be deemed to preclude the indemnification of any person who is not specified in Article 123 or Article 124 but whom the Company has the power or obligation to indemnify under the Companies Law (2010 Revision), or otherwise.

130 The Company may purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Company, or is or was a Director or officer of the Company serving at the request of the Company as a Director, officer, employee or agent of another company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power or the obligation to indemnify him or her against such liability under the provisions of these Articles.

131 For purposes of these Articles, references to "the Company" shall include, in addition to the resulting company, any constituent company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Directors and officers, so that any person who is or was a Director or officer of such constituent company, or is or was a Director or officer of such constituent company serving at the request of such constituent company as a Director, officer, employee or agent of another company, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of these Articles with respect to the resulting or surviving company as he would have with respect to such constituent company if its separate existence had continued. For purposes of these Articles, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a Director, officer, employee or agent of the Company that imposes duties on, or involves services by, such Director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in these Articles.

132 The indemnification and advancement of expenses provided by, or granted pursuant to, these Articles shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

133 Notwithstanding anything contained in these Articles to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Article 127 hereof), the Company shall not be obligated to indemnify any Director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Directors.

134 The Company may, to the extent authorized from time to time by the Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Company similar to those conferred in these Articles to Directors and officers of the Company.

FINANCIAL YEAR

135 Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

TRANSFER BY WAY OF CONTINUATION

136 If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

THE COMPANIES LAW (2010 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION

OF

RENREN INC.

Adopted by a Special Resolution
passed on April 14, 2011 and
effective immediately upon the completion of the Company's initial public offering of Class A
Ordinary Shares represented by American Depositary Shares

1. The name of the Company is Renren Inc.
2. The registered office of the Company shall be at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands or at such other place as the Directors may from time to time decide.
3. Subject to the following provisions of this Memorandum of Association, the objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2010 Revision) or as the same may be revised from time to time, or any other law of the Cayman Islands.
4. Nothing in this Memorandum of Association shall permit the Company to carry on a business for which a license is required under the laws of the Cayman Islands unless duly licensed.
5. The Company shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
6. The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.
7. The authorised share capital of the Company is US$3,500,000 made up of 3,500,000,000 shares divided into (i) 3,000,000,000 Class A Ordinary Shares of a par value of US$0.001 each and (ii) 500,000,000 Class B Ordinary Shares of a par value of US$0.001 each.
8. The Company has the power to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Law (2010 Revision) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the powers hereinbefore contained.

9. The Company has the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

10. Capitalized terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

THE COMPANIES LAW (2010 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

RENREN INC.

Adopted by a Special Resolution
passed on April 14, 2011 and effective immediately upon the completion of the Company's initial
public offering of Class A Ordinary Shares represented by American Depositary Shares

INTERPRETATION

1. In these Articles, Table A in the First Schedule in the Companies Law does not apply and unless otherwise defined, the defined terms shall have the meanings assigned to them as follows:

"Affiliate"	with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control, with such specified Person; For purposes of these Articles, except as otherwise expressly provided herein, when used with respect to any Person, "control" means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "affiliated", "controlling" and "controlled" have meanings correlative to the foregoing;
"applicable law"	includes the Law and Statutes, the rules and regulations of the Designated Stock Exchange, and any rules and regulations of the United States Securities and Exchange Commission that may apply to the Company by virtue of its trading on the Designated Stock Exchange, or of any other jurisdiction in which the Company is offering securities;
"Articles"	these Amended and Restated Articles of Association of the Company as amended from time to time;
"Business Day"	a day (excluding Saturdays or Sundays), on which banks in Hong Kong, Beijing, Shanghai and New York are open for general banking business throughout their normal business hours;
"capital"	the share capital from time to time of the Company;
"Chairman"	the Chairman appointed pursuant to Article 77(b);

"Change of Control Event"	with respect to a Person, the occurrence of any of the following, whether in a single transaction or in a series of related transactions: (A) an amalgamation, arrangement, merger, consolidation, scheme of arrangement or similar transaction (i) in which such Person is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which such Person is incorporated or (ii) as result of which the holders of the voting securities of such Person at the Effective Time do not hold more than 50% of the combined voting power of the voting securities of the surviving entity, or (B) sale, transfer or other disposition of all or substantially all of the assets of such Person (including without limitation in a liquidation, dissolution or similar proceeding); provided, however, with respect to Softbank, an event is not a "Change of Control Event" if after the occurrence of such event, Mr. Masayoshi Son continues to hold no less than 5% of the total issued and outstanding share capital of Softbank or the surviving entity (as the case may be);
"Class A Ordinary Share"	Class A Ordinary Share of a par value of US$0.001 each in the share capital of the Company;
"Class B Ordinary Share"	Class B Ordinary Share of a par value of US$0.001 each in the share capital of the Company;
"clearing house"	a clearing house recognised by the laws of the jurisdiction in which the shares of the Company (or depositary receipts therefor) are listed or quoted on a stock exchange or interdealer quotation system in such jurisdiction;
"Commission"	Securities and Exchange Commission of the United States of America or any other federal agency for the time being administering the Securities Act;
"Companies Law" and **"Law"**	the Companies Law (2010 Revision) of the Cayman Islands and any statutory amendment or re-enactment thereof. Where any provision of the Companies Law is referred to, the reference is to that provision as amended by any law for the time being in force;
"Company"	Renren Inc., a Cayman Islands exempted company limited by shares;
"Company's website"	the website of the Company, the address or domain name of which has been notified to Members;
"debenture" and **"debenture holder"**	a debenture and debenture holder(s) respectively, as those terms are defined in the rules of the Designated Stock Exchange;

"Designated Stock Exchange"	the New York Stock Exchange or any other stock exchange on which the Company's American Depositary Shares are listed for trading;
"Directors", "Board of Directors" and **"Board"**	the directors of the Company for the time being, or as the case may be, the Directors assembled as a Board or as a committee thereof;
"Dividend"	shall include bonus issues of shares or other securities of the Company and distributions permitted by the Law to be categorised as dividends;
"Effective Time"	the time immediately prior to the completion of the Company's initial public offering of Class A Ordinary Shares represented by American Depositary Shares;
"electronic"	the meaning given to it in the Electronic Transactions Law (2003 Revision) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force;
"electronic communication"	electronic posting to the Company's Website, transmission to any number, address or internet website or other electronic delivery methods as otherwise decided and approved by not less than two-thirds of the vote of the Board;
"Founder"	Mr. Joseph Chen;
"Founder Class B Shares"	the Class B Ordinary Shares that were held by Founder Parties at the Effective Time;
"Founder Family Members"	from time to time, collectively, each of the Founder, the Founder's spouse and children;
"Founder Parties"	as of the time specified or, if no time is specified, from time to time, each of the following, collectively, the Founder Family Members and all estates, trusts, partnerships, personal holding companies and other entities of which more than 50% of the interests are held directly or indirectly (through wholly-owned subsidiaries) by or for the account of the Founder Family Members;
"in writing"	includes writing, printing, lithograph, photograph, type-writing and every other mode of representing words or figures in a legible and non-transitory form and, only where used in connection with a notice served by the Company on Members or other persons entitled to receive notices hereunder, shall also include a record maintained in an electronic medium which is accessible in visible form so as to be useable for subsequent reference;

"Member"	has the meaning given to it in the Companies Law;
"Memorandum of Association"	the Memorandum of Association of the Company, as amended from time to time;
"month"	a calendar month;
"Ordinary Resolution"	a resolution: (a) passed by a simple majority of votes cast by such Members as, being entitled to do so, vote in person or, in the case of any Member being an organization, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of the Company; or (b) approved in writing by all of the Members entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Members and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments if more than one, is executed;
"ordinary shares"	the Class A Ordinary Shares and the Class B Ordinary Shares, collectively or any of them;
"paid up"	paid up as to the par value and any premium payable in respect of the issue of any shares and includes credited as paid up;
"Percentage Ownership"	with respect to a Person's ownership in another Person, the lesser of (a) the voting rights that such Person directly or indirectly holds in such other Person as a percentage of all of the outstanding voting rights in such other Person and (b) the equity interests that such Person directly or indirectly (through wholly-owned subsidiaries) holds in such other Person as a percentage of all of the outstanding equity interests in such other Person;
"Person"	any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under section 13(d)(3) of the Securities Exchange Act;

"Register of Members"	the register kept by the Company in accordance with the Companies Law;
"SB Pan Pacific"	SB Pan Pacific Corporation, a company incorporated under the Laws of Micronesia;
"Seal"	the Common Seal of the Company (if adopted) including any facsimile thereof;
"secretary"	the person appointed as company secretary by the Board from time to time;
"Securities Act"	the Securities Act of 1933 of the United States of America, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time;
"Securities Exchange Act"	the Securities Exchange Act of 1934 of the United States of America, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time;
"share"	any share in the capital of the Company, without regard to class and includes a fraction of a share;
"signed"	includes a signature or representation of a signature affixed by mechanical means or an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a person with the intent to sign the electronic communication;
"Softbank"	SOFTBANK CORP., a company incorporated under the Laws of Japan;
"Softbank Class B Shares"	the Class B Ordinary Shares that were held by Softbank Parties at the Effective Time;
"Softbank Parties"	as of the time specified or, if no time is specified, from time to time, collectively (i) Softbank and (ii) each Affiliate of Softbank whose financial statements are required under generally accepted accounting principles to be reported by Softbank on a consolidated basis, including SB Pan Pacific;

"Softbank Base Holding"	50% of that number of Ordinary Shares (irrespective of whether they are Class A Ordinary Share or Class B ordinary Shares) representing the sum of (1) the number of Class A Ordinary Shares that were collectively held by Softbank Parties at the Effective Time and (2) the number of Class B Ordinary Shares that were collectively held by Softbank Parties at the Effective Time;
"Special Resolution"	has the meaning given to it in the Companies Law and includes a unanimous written resolution;
"Statutes"	the Companies Law and every other law and regulation of the legislature of the Cayman Islands for the time being in force concerning companies and affecting the Company, its Memorandum of Association and/or these Articles;
"Subsidiaries"	with respect to any Person, any or all corporations, partnerships, limited liability companies, joint ventures, associations and other entities controlled by such person directly or indirectly through one or more intermediaries;
"Transfer"	any sale, transfer or other disposition, whether or not for value;
"United States Dollars," "Dollars," "Dollar" or **"$"**	dollars, the legal currency of the United States of America; and
"year"	a calendar year.

2. In these Articles, save where the context requires otherwise:

(a) words importing the singular number shall include the plural number and vice versa;

(b) words importing the masculine gender only shall include the feminine gender;

(c) words importing persons only shall include companies or associations or bodies of persons, whether corporate or not;

(d) "may" shall be construed as permissive and "shall" shall be construed as imperative;

(e) references to a statutory enactment shall include reference to any amendment or re-enactment thereof for the time being in force;

(f) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(g) Section 8 of the Electronic Transactions Law (2003 Revision) shall not apply.

3. Subject to the last two preceding Articles, any words defined in the Companies Law shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

PRELIMINARY

4. Subject to the Statutes, the business of the Company may be conducted as the Directors see fit.

5. The registered office of the Company shall be at such address in the Cayman Islands as the Directors shall from time to time determine. The Company may in addition establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.

RIGHTS AND RESTRICTIONS ATTACHING TO ORDINARY SHARES

6. Except for the voting and conversion rights attached to the Class A Ordinary Shares and Class B Ordinary Shares as set forth in this Article 6, each Class A Ordinary Share and each Class B Ordinary Share shall have the same rights, including economic and income rights, in all circumstances. The rights and restrictions attaching to the ordinary shares are as follows:

(a) Income

Holders of ordinary shares shall be entitled to such dividends as the Directors may in their absolute discretion lawfully declare from time to time.

(b) Capital

Holders of ordinary shares shall be entitled to a return of capital on liquidation, dissolution or winding-up of the Company (other than on a conversion, redemption or purchase of shares, or an equity financing or series of financings that do not constitute the sale of all or substantially all of the shares of the Company).

(c) Change of Control Event

Each Class A Ordinary Share and each Class B Ordinary Share shall have the same rights upon a Change of Control Event with respect to their rights and interests in the Company, including without limitation receiving the same consideration on a per share basis.

(d) Attendance at General Meetings and Voting

Holders of ordinary shares have the right to receive notice of, attend, speak and vote at general meetings of the Company. Subject to the following paragraphs of this Article 6(d), holders of Class A Ordinary Shares and Class B Ordinary Shares shall at all times vote together as one class on all matters submitted to a vote by Members, and, where a poll is requested, (A) each Class A Ordinary Share shall be entitled to one vote on all matters subject to a vote at general meetings of the Company and (B) each Class B Ordinary Share shall be entitled to ten (10) votes on all matters subject to a vote at general meetings of the Company.

Notwithstanding any provision of these Articles to the contrary:

(i) the following matters are subject to the approval (X) by the holders representing a majority of the aggregate voting power of the Company present in a meeting of shareholders or through a written consent representing such voting power, (Y) by Softbank for so long as Softbank Parties continue to collectively hold at least the Softbank Base Holding and there is no Change of Control Event with respect to Softbank, and (Z) by the holders of a majority of the total outstanding Class A Ordinary Shares present in a meeting of shareholders or through a written consent representing such Class A Ordinary Shares:

(A) a Change of Control Event with respect to the Company; and

(B) election of Director(s) to the Board at an annual general meeting of the Company; and

(ii) the following matters are subject to the approval by Softbank for so long as Softbank Parties continue to collectively hold at least the Softbank Base Holding and there is no Change of Control Event with respect to Softbank:

(A) issuances by the Company within any twelve month period of new ordinary shares (other than and not counting in such 10% any Class A Ordinary Shares issued upon conversion of Class B Ordinary Shares and ordinary shares issued pursuant to the Company's share incentive plans) in excess of ten percent (10%) of the total number of all issued and outstanding ordinary shares immediately prior to such twelve month period;

(B) an acquisition by the Company with the fair value of the acquisition consideration (together with any consideration paid in any related acquisition such as in a series of acquisitions from the same seller or group of sellers or their affiliates) exceeding ten percent (10%) of the Company's market capitalization as of the date of execution of the definitive transaction document for the acquisition;

(C) a disposal of assets of the Company with the fair value of the consideration (together with any consideration received in any related disposal such as in a series of disposals to the same buyer or group of buyers or their affiliates) received by the Company exceeding five percent (5%) of the Company's market capitalization as of the date of execution of the definitive transaction document for the disposal; and

(D) an amendment of the Articles or the Memorandum of Association which specifically affects the rights of any of the Softbank Parties in an adverse manner (including without limitation, a change to the economic terms or other rights of the Class A Ordinary Shares or the Class B Ordinary Shares held by Softbank Parties, or a change to any of Sections 6, 55 and 77, or a change to any of the defined terms used in any of the foregoing, or a change to any other provision of the Articles or the Memorandum of Association that has the effect of superseding or overriding any of the foregoing).

(e) Conversion

(i) Each share of Class B Ordinary Shares is convertible into one (1) share of Class A Ordinary Shares at any time by the holder thereof. In no event shall Class A Ordinary Shares be convertible into Class B Ordinary Shares. A conversion of Class B Ordinary Shares to Class A Ordinary Shares shall be effected by way of compulsory repurchase by the Company of the relevant Class B Ordinary Shares for a redemption price equal to the original issue price for each Class B Ordinary Share and the issue of Class A Ordinary Shares for a subscription price equal to the redemption price for an equal number of Class B Ordinary Shares.

(ii) Class B Ordinary Shares shall automatically convert to Class A Ordinary Shares under the following circumstances and in the following manner:

(A) Fifty Percent Threshold

If at any time Founder Parties do not collectively hold at least fifty percent (50%) of the ordinary shares that were collectively held by Founder Parties at the Effective Time, then all Founder Class B Shares shall automatically and immediately convert into the same number of Class A Ordinary Shares.

If at any time Softbank Parties do not collectively hold at least the Softbank Base Holding, then all Softbank Class B Shares shall automatically and immediately convert into the same number of Class A Ordinary Shares.

(B) Transfers of Founder Class B Shares

Upon any Transfer of Founder Class B Shares to a Person other than a Founder Party, all of the Founder Class B Shares so Transferred shall automatically and immediately convert into an equal number of Class A Ordinary Shares.

Subject to the foregoing sentence, if upon any Transfer of Founder Class B Shares, there is a decrease in the Founder Family Members' collective Percentage Ownership in the Founder Class B Shares so Transferred, then a number of the Founder Class B Shares so Transferred shall be automatically and immediately converted into an equal number of Class A Ordinary Shares. The number of Founder Class B Shares that shall be converted into Class A Ordinary Shares pursuant to the preceding sentence shall be equal to the product of:

(1) the total number of Founder Class B Shares so Transferred; and

(2) the difference between (a) the Founder Family Members' collective Percentage Ownership in the Founder Class B Shares so Transferred immediately prior to such Transfer and (b) the Founder Family Members' collective Percentage Ownership in the Founder Class B Shares so Transferred immediately after such Transfer.

(C) Transfers of Softbank Class B Shares

Upon any Transfer of Softbank Class B Shares to a Person other than a Softbank Party, all of the Softbank Class B Shares so Transferred shall automatically and immediately convert into an equal number of Class A Ordinary Shares.

Subject to the foregoing sentence, if upon any Transfer of Softbank Class B Shares, there is a decrease in Softbank's Percentage Ownership in the Softbank Class B Shares so Transferred, then a number of the Softbank Class B Shares so Transferred shall be automatically and immediately converted into an equal number of Class A Ordinary Shares. The number of Softbank Class B Shares that shall be converted into Class A Ordinary Shares pursuant to the preceding sentence shall be equal to the product of:

(1) the total number of Softbank Class B Shares so Transferred; and

(2) the difference between (a) Softbank's Percentage Ownership in the Softbank Class B Shares so Transferred immediately prior to such Transfer and (b) Softbank's Percentage Ownership in the Softbank Class B Shares so Transferred immediately after such Transfer.

(D) Loss of Status as Founder Party; Decrease of Ownership in Holder of Founder Class B Shares

If at any time a holder of Founder Class B Shares ceases to be a Founder Party, then all Founder Class B Shares held by such holder shall automatically and immediately convert into the same number of Class A Ordinary Shares.

Subject to the foregoing sentence, if at any time there is a decrease in the Founder Family Members' Percentage Ownership in a holder of Founder Class B Shares, then a number of the Founder Class B Shares held by such holder shall be automatically and immediately converted into an equal number of Class A Ordinary Shares. The number of Founder Class B Shares that shall be converted into Class A Ordinary Shares pursuant to the preceding sentence shall be equal to the product of:

(1) the total number of Founder Class B Shares held by such holder; and

(2) the difference between (a) the Founder Family Members' Percentage Ownership in such holder immediately prior to such decrease in the Founder Family Members' Percentage Ownership and (b) the Founder Parties' Percentage Ownership in such holder immediately after such decrease in the Founder Parties' Percentage Ownership.

(E) Loss of Status as Softbank Party; Decrease of Ownership in Holder of Softbank Class B Shares

If at any time a holder of Softbank Class B Shares ceases to be a Softbank Party, then all Softbank Class B Shares held by such holder shall automatically and immediately convert into the same number of Class A Ordinary Shares.

Subject to the foregoing sentence, if at any time there is a decrease in Softbank's Percentage Ownership in a holder of Softbank Class B Shares, then a number of the Softbank Class B Shares held by such holder shall be automatically and immediately converted into an equal number of Class A Ordinary Shares. The number of Softbank Class B Shares that shall be converted into Class A Ordinary Shares pursuant to the preceding sentence shall be equal to the product of:

(1) the total number of Softbank Class B Shares held by such holder; and

(2) the difference between (a) Softbank's Percentage Ownership in such holder immediately prior to such decrease in Softbank's Percentage Ownership and (b) Softbank's Percentage Ownership in such holder immediately after such decrease in the Softbank's Percentage Ownership.

(F) Change of Control of Softbank

Upon any Change of Control Event with respect to Softbank, all Softbank Class B Shares shall automatically and immediately convert into the same number of Class A Ordinary Shares.

ISSUE OF SHARES

7. Subject to the provisions, if any, in the Memorandum of Association, these Articles and to any direction that may be given by the Company in a general meeting, the Directors may, in their absolute discretion and without approval of the existing Members, issue shares, grant rights over existing shares or issue other securities in one or more series as they deem necessary and appropriate and determine designations, powers, preferences, privileges and other rights, including dividend rights, conversion rights, terms of redemption and liquidation preferences, any or all of which may be greater than the powers and rights associated with the shares held by existing Members, at such times and on such other terms as they think proper. The Company shall not issue shares in bearer form.

7A. The Directors may provide, out of the unissued shares, for series of preferred shares. Before any preferred shares of any such series are issued, the Directors shall fix, by resolution or resolutions, the following provisions of the preferred shares thereof:

(a) the designation of such series, the number of preferred shares to constitute such series and the subscription price thereof if different from the par value thereof;

(b) whether the shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights, which may be general or limited;

(c) the dividends, if any, payable on such series, whether any such dividends shall be cumulative, and, if so, from what dates, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any shares of any other class or any other series of preferred shares;

(d) whether the preferred shares of such series shall be subject to redemption by the Company, and, if so, the times, prices and other conditions of such redemption;

(e) the amount or amounts payable upon preferred shares of such series upon, and the rights of the holders of such series in, a voluntary or involuntary liquidation, dissolution or winding up, or upon any distribution of the assets, of the Company;

(f) whether the preferred shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the preferred shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;

(g) whether the preferred shares of such series shall be convertible into, or exchangeable for, shares of any other class or any other series of preferred shares or any other securities and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same, and any other terms and conditions of conversion or exchange;

(h) the limitations and restrictions, if any, to be effective while any preferred shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Company of, the existing Shares or shares of any other class of shares or any other series of preferred shares;

(i) the conditions or restrictions, if any, upon the creation of indebtedness of the Company or upon the issue of any additional shares, including additional shares of such series or of any other class of shares or any other series of preferred shares; and

(j) any other powers, preferences and relative, participating, optional and other special rights, and any qualifications, limitations and restrictions thereof.

Without limiting the foregoing and subject to Article 77, the voting powers of any series of preferred shares may include the right, in the circumstances specified in the resolution or resolutions providing for the issuance of such preferred shares, to elect one or more Directors who shall serve for such term and have such voting powers as shall be stated in the resolution or resolutions providing for the issuance of such preferred shares. The term of office and voting powers of any Director elected in the manner provided in the immediately preceding sentence of this Article 7A may be greater than or less than those of any other Director or class of Directors.

7B. The powers, preferences and relative, participating, optional and other special rights of each series of preferred shares, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. All shares of any one series of preferred shares shall be identical in all respects with all other shares of such series, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon shall be cumulative.

REGISTER OF MEMBERS AND SHARE CERTIFICATES

8. The Company shall maintain a Register of Members and a Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates (if any) shall specify the share or shares held by that person and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all. All certificates for shares shall be delivered personally or sent through the post addressed to the Member entitled thereto at the Member's registered address as appearing in the register.

9. All share certificates shall bear legends required under the applicable laws, including the Securities Act.

10. Any two or more certificates representing shares of any one class held by any Member may at the Member's request be cancelled and a single new certificate for such shares issued in lieu on payment (if the Directors shall so require) of US$1.00 or such smaller sum as the Directors shall determine.

11. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued to the relevant Member upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

12. In the event that shares are held jointly by several persons, any request may be made by any one of the joint holders and if so made shall be binding on all of the joint holders.

TRANSFER OF SHARES

13. (a) Shares of the Company are transferable; provided that the Board may, in its sole discretion, decline to register any transfer of any share which is not fully paid up or on which the Company has a lien.

(b) The Directors may also decline to register any transfer of any share unless:

(i) the instrument of transfer is lodged with the Company, accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;

(ii) the shares to be transferred are free of any lien in favor of the Company; and

(iii) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable, or such lesser sum as the Board may from time to time require, is paid to the Company in respect thereof.

(c) If the Directors refuse to register a transfer they shall, within two months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

(d) Any one of the Directors authorized by the Board shall have the power to renounce the Company's discretion under this Article 13 and accept any transfer of any share and authorize the registration of such share transfer.

14. The registration of transfers may, on 14 days' notice being given by advertisement in one or more newspapers or by electronic means, be suspended and the register closed at such times and for such periods as the Board may from time to time determine.

15. The instrument of transfer of any share shall be in writing and executed by or on behalf of the transferor (and if the Directors so require, signed by the transferee). Without prejudice to the last preceding Article, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members.

16. All instruments of transfer registered shall be retained by the Company.

REDEMPTION AND PURCHASE OF OWN SHARES

17. Subject to the provisions of the Statutes and these Articles, the Company may:

(a) issue shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the Member and the redemption of shares shall be effected on such terms and in such manner as the Board may, before the issue of such shares, determine;

(b) purchase its own shares (including any redeemable shares) provided that the Members shall have approved the manner of purchase by Ordinary Resolution or the manner of purchase is in accordance with Articles 18 and 18A herein; and

(c) the Company may make a payment in respect of the redemption or purchase of its own shares in any manner permitted by the Statutes, including out of capital.

18. Purchase of shares listed on the Designated Stock Exchange.

The Company is authorised to purchase any share listed on the Designated Stock Exchange in accordance with the following manner of purchase:

(a) the maximum number of shares that may be repurchased shall be equal to the number of issued and outstanding shares less one share; and

(b) the repurchase shall be at such time, at such price and on such other terms as determined and agreed by the Board in their sole discretion; provided, however, that:

(i) such repurchase transactions shall be in accordance with the relevant code, rules and regulations applicable to the listing of the shares on the Designated Stock Exchange; and

(ii) at the time of the repurchase, the Company is able to pay its debts as they fall due in the ordinary course of its business.

18A. Purchase of shares not listed on the Designated Stock Exchange: the Company is authorised to purchase any shares not listed on the Designated Stock Exchange in accordance with the following manner of purchase:

(a) the Company shall serve a repurchase notice in a form approved by the Board on the Member from whom the shares are to be repurchased at least two Business Days prior to the date specified in the notice as being the repurchase date;

(b) the price for the shares being repurchased shall be such price agreed between the Board and the applicable Member;

(c) the date of repurchase shall be the date specified in the repurchase notice; and

(d) the repurchase shall be on such other terms as specified in the repurchase notice as determined and agreed by the Board and the applicable Member in their sole discretion.

19. The redemption or purchase of any share shall not be deemed to give rise to the redemption or purchase of any other share and the Company is not obligated to purchase any other share other than as may be required pursuant to applicable law and any other contractual obligations of the Company.

20. The holder of the shares being purchased shall be bound to deliver up to the Company the certificate(s) (if any) thereof for cancellation and thereupon the Company shall pay to him the purchase or redemption monies or consideration in respect thereof.

VARIATION OF RIGHTS ATTACHING TO SHARES

21. If at any time the share capital is divided into different classes or series of shares, the rights attaching to any class or series (unless otherwise provided by the terms of issue of the shares of that class or series) may, subject to these Articles, be varied or abrogated with the consent in writing of the holders of a majority of the issued shares of that class or series or with the sanction of a Special Resolution passed at a general meeting of the holders of the shares of that class or series.

22. The provisions of these Articles relating to general meetings shall apply to every such general meeting of the holders of one class or series of shares except the following:

(a) separate general meetings of the holders of a class or series of shares may be called only by (i) the Chairman of the Board, or (ii) a majority of the entire Board of Directors (unless otherwise specifically provided by the terms of issue of the shares of such class or series). Nothing in this Article 22 or Article 21 shall be deemed to give any Member or Members the right to call a class or series meeting.

(b) the necessary quorum shall be one or more persons holding or representing by proxy at least one-third of the issued shares of the class or series and any holder of shares of the class or series present in person or by proxy may demand a poll.

23. The rights conferred upon the holders of the shares of any class or series issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class or series, be deemed to be varied by the creation or issue of further shares ranking in priority thereto or *pari passu* therewith.

COMMISSION ON SALE OF SHARES

24. The Company may in so far as the Statutes from time to time permit make any payment of a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares of the Company. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage fees as may be lawful.

NON-RECOGNITION OF TRUSTS

25. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any share, or any interest in any fractional part of a share, or (except only as is otherwise provided by these Articles or the Statutes) any other rights in respect of any share except an absolute right to the entirety thereof vested in the registered holder.

LIEN ON SHARES

26. The Company shall have a first and paramount lien and charge on all shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such share shall operate as a waiver of the Company's lien (if any) thereon. The Company's lien (if any) on a share shall extend to all dividends or other monies payable in respect thereof.

27. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 calendar days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the persons entitled thereto by reason of his death or bankruptcy.

28. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

29. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

30. Subject to the terms of allotment, the Directors may from time to time make calls upon the Members in respect of any money unpaid on their shares, and each Member shall (subject to receiving at least 14 calendar days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

31. The joint holders of a share shall be jointly and severally liable to pay calls in respect thereof.

32. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of eight percent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

33. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

34. The Directors may make arrangements on the issue of shares for a difference between the Members, or the particular shares, in the amount of calls to be paid and in the times of payment.

35. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of an Ordinary Resolution, eight percent per annum) as may be agreed upon between the Member paying the sum in advance and the Directors. No such sum paid in advance of calls shall entitle the Member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

FORFEITURE OF SHARES

36. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of such much of the call or instalment as is unpaid, together with any interest which may have accrued.

37. The notice shall name a further day (not earlier than the expiration of 14 calendar days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

38. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by notice has been made, be forfeited by a resolution of the Directors to that effect.

39. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

40. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all monies which at the date of forfeiture were payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receives payment in full of the fully paid up amount of the shares.

41. A certificate in writing under the hand of a Director of the Company, which certifies that a share has been forfeited on a date stated in the certificate, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share or any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

42. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes due and payable, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

REGISTRATION OF EMPOWERING INSTRUMENTS

43. The Company shall be entitled to charge a fee not exceeding one dollar (US$1.00) on the registration of every letter of probate, letter of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or any other instrument.

TRANSMISSION OF SHARES

44. The legal personal representative of a deceased sole holder of a share shall be the only person recognised by the Company as having any title to the share. In the case of a share registered in the name of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only person recognised by the Company as having any title to the share.

45. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall upon such evidence being produced as may from time to time be properly required by the Directors, have the right either to be registered as a Member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made. If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

46. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, provided however, that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 calendar days, the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

ALTERATION OF CAPITAL

47. The Company may by Ordinary Resolution:

(a) increase its share capital by such sum, to be divided into shares of such classes and amount, as the resolution shall prescribe;

(b) consolidate and divide all or any of its share capital into shares of larger par value than its existing shares;

(c) sub-divide its existing shares or any of them into shares of a smaller par value than is fixed by the Company's Memorandum of Association (subject, nevertheless, to the Law) provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in case of the share from which the reduced share is derived; and

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

48. Subject to the provisions of the Statutes and these Articles as regards to the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution reduce its share capital and any capital redemption reserve in any manner authorised by law.

49. All new shares created hereunder shall be subject to the same provisions with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.

CLOSING REGISTER OF MEMBERS AND FIXING RECORD DATE

50. For the purpose of determining those Members that are entitled to receive notice of, attend or vote at any meeting of Members or any adjournment thereof, or those Members that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Member for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period but not to exceed in any case 30 calendar days. If the Register of Members shall be so closed for the purpose of determining those Members that are entitled to receive notice of, attend or vote at a meeting of Members such register shall be so closed for at least 10 calendar days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register of Members.

51. In lieu of or apart from closing the Register of Members, the Directors may fix in advance a date as the record date for any such determination of those Members that are entitled to receive notice of, attend or vote at a meeting of the Members and for the purpose of determining those Members that are entitled to receive payment of any dividend, the Directors may, at or within 30 calendar days prior to the date of declaration of such dividend fix a subsequent date as the record date of such determination.

52. If the Register of Members is not so closed and no record date is fixed for the determination of those Members entitled to receive notice of, attend or vote at a meeting of Members or those Members that are entitled to receive payment of a dividend, the date on which notice of the meeting is posted or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of those Members that are entitled to receive notice of, attend or vote at a meeting of Members has been made as provided in this section, such determination shall apply to any adjournment thereof.

GENERAL MEETINGS

53. All general meetings of the Company other than annual general meetings shall be called extraordinary general meetings.

54. (a) The Company may hold an annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall determine.

(b) At these meetings the report of the Directors (if any) shall be presented.

(c) If the Company is exempted as defined in the Statute, it may but shall not be obliged to hold an annual general meeting.

55. (a) Any Director may, and the Directors shall on the requisition of Members of the Company holding as at the date of the deposit of the requisition not less than one-fifth of such of the aggregate voting power of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, proceed to convene a general meeting of the Company.

(b) The requisition must state the objects of the meeting and must be signed by the requisitionists and be deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.

(c) If the Directors do not within twenty-one (21) days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three months after the expiration of the said twenty-one (21) days.

(d) A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

(e) Any resolutions passed on the extraordinary general meetings convened pursuant to Section 55(a) above should be by Special Resolutions.

NOTICE OF GENERAL MEETINGS

56. At least seven calendar days' notice shall be given for any general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of these Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting by all the Members (or their proxies) entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting by a majority in number of the Members (or their proxies) having a right to attend and vote at the meeting, being a majority together holding not less than ninety five percent in par value of the shares giving that right.

56A The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Member shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

57. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. At least one Member, and not less than an aggregate of one-third of all voting power of the Company share capital in issue, shall be present in person or by proxy and entitled to vote shall be a quorum for all purposes.

58. If determined by the Board of Directors and specified in the notice of a general meeting, a person may participate in a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

59. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

60. The Chairman of the Board of Directors shall preside as chairman at every general meeting of the Company, except as provided in Article 62 below.

61. If at any meeting the Chairman of the Board of Directors is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Directors present shall elect one of their members to be the chairman of the meeting, or, if no Director is so elected and willing to be the chairman of the meeting, the Members present shall choose a chairman of the meeting.

62. The chairman of a general meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 10 calendar days or more, not less than 7 Business Days' notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

63. Subject to Article 6(d), at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by one or more Members present in person or by proxy entitled to vote and who together hold not less than one tenth of the paid up voting share capital of the Company or by the chairman of the meeting, and unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

64. If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

65. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

66. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

66A A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by or on behalf of all of the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, in the case of corporations or other non-natural persons, signed by their duly authorised representatives) shall be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.

67. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

68. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, or other person in the nature of a committee appointed by that court, and any such committee or other person, may on a poll, vote by proxy.

69. No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

70. On a poll, votes may be given either personally or by proxy.

71. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.

72. An instrument appointing a proxy may be in any usual or common form or such other form as the Directors may approve. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

73. The instrument appointing a proxy shall be deposited at the registered office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company:

    (a) not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

    (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

    (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director;

provided that the Directors may in the notice convening the meeting, or in an instrument of proxy sent out by the Company, direct that the instrument appointing a proxy may be deposited (no later than the time for holding the meeting or adjourned meeting) at the registered office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company. The Chairman may in any event at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted shall be invalid.

74. Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETING

75. Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.

CLEARING HOUSES

76. If a clearing house (or its nominee) is a Member of the Company it may, by resolution of its directors or other governing body or by power of attorney, authorise such person or persons as it thinks fit to act as its representative or representatives at any general meeting of the Company or at any general meeting of any class of Members of the Company provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such person is so authorized. A person so authorised pursuant to this provision shall be entitled to exercise the same powers on behalf of the clearing house (or its nominee) which he represents as that clearing house (or its nominee) could exercise if it were an individual Member of the Company holding the number and class of shares specified in such authorisation.

DIRECTORS

77. (a) The Board shall consist of not less than three (3) Directors and no more than nine (9) Directors (exclusive of alternate Directors), provided that (subject to section 6(d)) the Company may from time to time by Ordinary Resolution increase or decrease the number of Directors on the Board.

(b) For so long as Softbank Parties continue to collectively hold at least the Softbank Base Holding, Softbank will have the right to designate one (1) Director.

(c) Each Director shall hold office until the expiration of his term and until his successor shall have been elected and qualified. The Board of Directors shall have a Chairman of the Board of Directors (the "Chairman") elected and appointed by a majority of the Directors then in office. The Directors may also elect a Co-Chairman or a Vice-Chairman of the Board of Directors (the "Co-Chairman"). The Chairman shall preside as chairman at every meeting of the Board of Directors. To the extent the Chairman is not present at a meeting of the Board of Directors, the Co-Chairman, or in his absence, the attending Directors may choose one Director to be the chairman of the meeting. The Chairman's voting right as to the matters to be decided by the Board of Directors shall be the same as other Directors. Subject to these Articles and the Companies Law, the Company may by Ordinary Resolution elect any person to be a Director either to fill a casual vacancy on the Board or as an addition to the existing Board. The Directors by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting, or the sole remaining Director, shall have the power from time to time and at any time to appoint any person as a Director to fill a casual vacancy on the Board or as an addition to the existing Board, subject to the Company's compliance with the director nomination procedures required under the applicable corporate governance rules of the Designated Stock Exchange' as long as the Company's American Depositary Shares are trading on the Designated Stock Exchange.

(d) A Director may be removed from office by Special Resolution at any time before the expiration of his term notwithstanding any agreement between the Company and such Director (but without prejudice to any claim for damages under such agreement).

(e) A vacancy on the Board created due to any reason may be filled by the election or appointment by Ordinary Resolution at the meeting at which a Director is removed or by the affirmative vote of a simple majority of the remaining Directors present and voting at a duly called and constituted Board meeting. Notwithstanding anything to the contrary in these Articles, any persons entitled to designate any individual to be elected as a Director pursuant to Article 77(b) above shall have the exclusive right to remove any such Director occupying such position and to fill any vacancy caused by the death, disability, retirement, resignation or removal of any Director occupying such position during the periods specified in Article 77(b).

78. The Board may, from time to time, and except as required by applicable law or the listing rules of the Designated Stock Exchange, adopt, institute, amend, modify or revoke the corporate governance policies or initiatives, which shall be intended to set forth the policies of the Company and the Board on various corporate governance related matters as the Board shall determine by resolution from time to time.

79. A Director shall not be required to hold any shares in the Company by way of qualification. A Director who is not a Member of the Company shall nevertheless be entitled to receive notice of and to attend and speak at general meetings of the Company and all classes of shares of the Company.

DIRECTORS' FEES AND EXPENSES

80. The Directors may receive such remuneration as the Board may from time to time determine. The Directors shall be entitled to be repaid all traveling, hotel and incidental expenses reasonably incurred or expected to be incurred by them in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.

81. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Article.

ALTERNATE DIRECTOR

82. Any Director may in writing appoint another person to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Such alternate shall be deemed for all purposes to be a Director and shall not be deemed to be the agent of the Director appointing him. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

83. Any Director may appoint any person, whether or not a Director, to be the proxy of that Director to attend and vote on his behalf, in accordance with instructions given by that Director, or in the absence of such instructions at the discretion of the proxy, at a meeting or meetings of the Directors which that Director is unable to attend personally. The instrument appointing the proxy shall be in writing under the hand of the appointing Director and shall be in any usual or common form or such other form as the Directors may approve, and must be lodged with the chairman of the meeting at which such proxy is to be used, or first used, prior to the commencement of the meeting.

POWERS AND DUTIES OF DIRECTORS

84. Subject to the provisions of the Companies Law, these Articles and to any resolutions made in a general meeting, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all powers of the Company. No resolution made by the Company in a general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been made.

85. Subject to these Articles, the Directors may from time to time appoint any person, whether or not a Director of the Company, to hold such office in the Company as the Directors may think necessary for the administration of the Company, including without prejudice to the foregoing generality, the office of Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or Chief Technology Officer, and for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. The Directors may also appoint one or more members of their body (but not an alternate Director) to the office of Managing Director upon like terms, but any such appointment shall ipso facto determine if any Managing Director ceases from any cause to be a Director, or if the Company by Ordinary Resolution resolves that his tenure of office be terminated.

86. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

87. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.

88. The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the following paragraphs shall be without prejudice to the general powers conferred by this paragraph.

89. The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any persons to be members of such committees or local boards and may appoint any managers or agents of the Company and may fix the remuneration of any of the aforesaid.

90. The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorise the members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

91. Any such delegates as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested to them.

92. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

DISQUALIFICATION OF DIRECTORS

93. Notwithstanding anything in these Articles, the office of a Director shall be vacated, if the Director:

(a) dies, becomes bankrupt or makes any arrangement or composition with his creditors;

(b) is found to be or becomes of unsound mind;

(c) resigns his office by notice in writing to the Company; or

(d) shall be removed from office pursuant to Article 78 or the Statutes.

PROCEEDINGS OF DIRECTORS

94. The Directors may meet together (whether within or outside the Cayman Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit.

95. The Chairman or at least a majority of the Directors then in office may at any time summon a meeting of the Directors, provided every other Director and alternate Director has been provided at least 48 hours' prior notice of the date, time, venue and the proposed agenda of the proposed meeting of the Directors.

96. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director verbally (in person or by telephone) or otherwise communicated or sent to such Director by post, cable, telex, telecopier, facsimile, electronic mail or other mode of representing words in a legible form at such Director's last known address or any other address given by such Director to the Company for this purpose.

97. A Director or Directors may participate in any meeting of the Board of Directors, or of any committee appointed by the Board of Directors of which such Director or Directors are members, by means of conference telephone, video conference or similar communication equipment by way of which all persons participating in such meeting can hear each other and such participation shall be deemed to constitute presence in person at the meeting.

98. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be a majority of the Directors then in office, including the Chairman, provided that a Director and his appointed alternate Director shall be considered only one person for this purpose. A meeting of the Directors at which a quorum is present when the meeting proceeds to business shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. A meeting of the Directors may be held by means of telephone or teleconferencing or any other telecommunications facility provided that all participants are thereby able to communicate immediately by voice with all other participants.

99. If a quorum is not present at a Board meeting within thirty (30) minutes following the time appointed for such board meeting, the relevant meeting shall be adjourned for a period of at least three (3) Business Days and the presence of any three (3) directors shall constitute a quorum at such adjourned meeting. A meeting of the Directors at which a quorum is present when the meeting proceeds to business shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

100. Questions arising at any meeting of the Directors shall be decided by a majority of votes and each Director shall be entitled to one (1) vote in deciding matters deliberated at any meeting of the Directors.

101. In case of equality of votes, the Chairman shall have a second or casting vote.

102. Except as required by the Company's corporate governance policies, a Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors. A general notice given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed a sufficient declaration of interest in regard to any contract so made. A Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

103. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or arrangement.

104. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.

105. The Directors shall cause minutes to be made in books or loose-leaf folders provided for the purpose of recording:

(a) all appointments of officers made by the Directors;

(b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and

(c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

106. When the chairman of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.

107. A resolution signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and when signed, a resolution may consist of several documents each signed by one or more of the Directors.

108. The continuing Directors may act, notwithstanding any vacancy in their body, but if their number is reduced below the number fixed pursuant to these Articles as the necessary quorum of Directors, then the continuing Directors may act only to increase the number or to summon a general meeting of the Company, but for no other purpose.

109. The Board may delegate any of its powers, authorities and discretions to committees, consisting of such Director or Directors and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board. A committee appointed by the Directors may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

110. A committee appointed by the Directors may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the chairman shall have a second or casting vote.

111. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

PRESUMPTION OF ASSENT

112. A Director who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

DIVIDENDS, DISTRIBUTIONS AND RESERVE

113. Subject to any rights and restrictions for the time being attached to any class or classes of shares and these Articles, the Directors may from time to time declare dividends (including interim dividends) and other distributions on shares in issue and authorise payment of the same out of the funds of the Company lawfully available therefor. At any and every time the Directors declare dividends, Class A Ordinary Shares and Class B Ordinary Shares shall have identical rights in the dividends so declared.

114. Subject to any rights and restrictions for the time being attached to any class or classes of shares and these Articles, the Company by Ordinary Resolution may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

115. The Directors may, before recommending or declaring any dividend, set aside out of the funds legally available for distribution such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalising dividends or for any other purpose to which those funds may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.

116. Any dividend may be paid by cheque or wire transfer to the registered address of the Member or person entitled thereto, or in the case of joint holders, to any one of such joint holders at his registered address or to such person and such address as the Member or person entitled, or such joint holders as the case may be, may direct. Every such cheque shall be made payable to the order of the person to whom it is sent or to the order of such other person as the Member or person entitled, or such joint holders as the case may be, may direct.

117. The Directors when paying dividends to the Members in accordance with the foregoing provisions may make such payment either in cash or in specie.

118. Dividends may be declared and paid out of profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Directors determine is no longer needed. Dividends may also be declared and paid out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Companies Law.

119. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as fully paid on the shares, but if and so long as nothing is paid up on any of the shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purposes of this Article as paid on the share.

120. If several persons are registered as joint holders of any share, any of them may give effectual receipts for any dividend or other monies payable on or in respect of the share.

121. No dividend shall bear interest against the Company.

BOOK OF ACCOUNTS

122. The books of account relating to the Company's affairs shall be kept in such manner as may be determined from time to time by the Directors.

123. The books of account shall be kept at such place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

124. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors or by the Company by Ordinary Resolution.

125. Subject to the requirements of applicable law and the applicable rules of the Designated Stock Exchange, the accounts relating to the Company's affairs shall be audited in such manner and with such financial year end as may be determined from time to time by the Company by Ordinary Resolution or failing any such determination by the Directors or failing any determination as aforesaid shall not be audited.

ANNUAL RETURNS AND FILINGS

126. The Board shall make the requisite annual returns and any other requisite filings in accordance with the Companies Law.

AUDIT

127. The Directors may appoint an Auditor of the Company who shall hold office until removed from office by a resolution of the Directors and may fix his or their remuneration.

128. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.

129. Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next special meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any time during their term of office, upon request of the Directors at any general meeting of the Members.

THE SEAL

130. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of any one or more persons as the Directors may appoint for the purpose and every person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

131. The Company may maintain a facsimile of its Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixings of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such person or persons as the Directors shall for this purpose appoint and such person or persons as aforesaid shall sign every instrument to which the facsimile Seal of the Company is so affixed in their presence.

132. Notwithstanding the foregoing, a Director shall have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

OFFICERS

133. Subject to Article 85, the Company may have a Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and other executive officers as the Directors see fit. The Directors may also from time to time appoint such other officers as they consider necessary, all for such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors from time to time prescribe.

CAPITALISATION OF PROFITS

134. Subject to the Statutes and these Articles, the Board may, with the authority of an Ordinary Resolution:

(a) resolve to capitalise an amount standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution;

(b) appropriate the sum resolved to be capitalised to the Members in proportion to the nominal amount of shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

(i) paying up the amounts (if any) for the time being unpaid on shares held by them respectively; or

(ii) paying up in full unissued shares or debentures of a nominal amount equal to that sum,

and allot the shares or debentures, credited as fully paid, to the Members (or as they may direct) in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to Members credited as fully paid;

(c) make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where shares or debentures become distributable in fractions the Board may deal with the fractions as it thinks fit;

(d) authorise a person to enter (on behalf of all the Members concerned) an agreement with the Company providing for either:

(i) the allotment to the Members respectively, credited as fully paid, of shares or debentures to which they may be entitled on the capitalisation, or

(ii) the payment by the Company on behalf of the Members (by the application of their respective operations of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing shares, an agreement made under the authority being effective and binding on all those Members; and

(e) generally do all acts and things required to give effect to the resolution.

NOTICES

135. Except as otherwise provided in these Articles, any notice or document may be served by the Company or by the person entitled to give notice to any Member either personally, by facsimile or by sending it through the post in a prepaid letter or via a recognised courier service, fees prepaid, addressed to the Member at his address as appears in the Register of Members or, to the extent permitted by all applicable laws and regulations, by electronic means by transmitting it to any electronic number or address or website supplied by the Member to the Company or by placing it on the Company's Website. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

136. Notices posted to addresses outside the Cayman Islands shall be forwarded by prepaid airmail.

137. Any Member present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

138. Any notice or other document, if served by:

(a) post, shall be deemed to have been served five calendar days after the time when the letter containing the same is posted (in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted to the courier);

(b) facsimile, shall be deemed to have been served upon confirmation of receipt;

(c) recognised courier service, shall be deemed to have been served 48 hours after the time when the letter containing the same is delivered to the courier service and in proving such service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly delivered to the courier; or

(d) electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted or at such later time as may be prescribed by any applicable laws or regulations.

139. Any notice or document delivered or sent to any Member in accordance with the terms of these Articles shall notwithstanding that such Member be then dead or bankrupt or being wound-up, and whether or not the Company has notice of his death or bankruptcy or winding-up, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, unless his name shall at the time of the service of the notice or document, have been removed from the Register of Members as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

140. Notice of every general meeting shall be given to:

(a) all Members who have supplied to the Company an address for the giving of notices to them;

(b) every person entitled to a share in consequence of the death or bankruptcy of a Member, who but for his death or bankruptcy would be entitled to receive notice of the meeting; and

(c) each Director and Alternate Director.

No other person shall be entitled to receive notices of general meetings.

INFORMATION

141. No Member shall be entitled to require discovery of any information in respect of any detail of the Company's trading or any information which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which, in the opinion of the Board would not be in the interests of the Members of the Company to communicate to the public.

142. The Board shall be entitled to release or disclose any information in its possession, custody or control regarding the Company or its affairs to any of its members including, without limitation, information contained in the Register of Members and transfer books of the Company and as applicable by Statute.

INDEMNITY

143. Every Director (including for the purposes of this Article any Alternate Director appointed pursuant to the provisions of these Articles) and officer of the Company for the time being and from time to time shall be indemnified and secured harmless out of the assets and funds of the Company against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities (collectively, "D&O Liabilities") incurred or sustained by him in connection with the execution or discharge of his duties, powers, authorities or discretions as a Director or officer of the Company, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by him in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the Cayman Islands or elsewhere; provided that the foregoing does not apply to a Director or officer of the Company if the D&O Liabilities were due to the willful misconduct of the Director or officer as determined by a competent court or regulatory body or in the case of an officer who is not a Director, by the Board. The Company shall obtain directors and officers liability insurance for Directors and officers of the Company to cover D&O Liabilities.

144. No such Director or officer of the Company shall be liable to the Company for any loss or damage unless such liability arises through the willful misconduct of such Director or officer as determined by a competent court or regulatory body or in the case of an officer who is not a Director, by the Board.

FINANCIAL YEAR

145. Unless the Directors otherwise prescribe, the financial year of the Company shall end on December 31st in each year and shall begin on January 1st in each year.

WINDING UP

146. Subject to these Articles, if the Company shall be wound up the liquidator may, with the sanction of an Ordinary Resolution of the Company, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION AND NAME OF COMPANY

147. The Company may at any time and from time to time by Special Resolution alter or amend these Articles or the Memorandum of Association of the Company, in whole or in part, or change the name of the Company.

REGISTRATION BY WAY OF CONTINUATION

148. The Company may by Ordinary Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause an application to be made to the Registrar of Companies to deregister the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all such further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.

Exhibit 4.2

Renren Inc.

Incorporated under the laws of the Cayman Islands

Number: **Class A Ordinary**
Shares:

THIS IS TO CERTIFY THAT: _____ is the registered holder of
_____ (_____)
Class A Ordinary Shares in Renren Inc., a company incorporated under the laws of the Cayman Islands (the "**Company**") subject to the Memorandum and Articles of Association thereof.

Executed as a deed by the Company as of the ____ day of _____ 20__

_____

Director

In the presence of: _____

DEPOSIT AGREEMENT

by and among

RENREN INC.

AND

CITIBANK, N.A.,
as Depositary,

AND

THE HOLDERS AND BENEFICIAL OWNERS OF
AMERICAN DEPOSITARY SHARES
ISSUED HEREUNDER

Dated as of **[DATE]**, 2011

DEPOSIT AGREEMENT

DEPOSIT AGREEMENT, dated as of **[DATE]**, 2011, by and among (i) Renren Inc., a company incorporated under the laws of the Cayman Islands, and its successors (the "Company"), (ii) CITIBANK, N.A., a national banking association organized under the laws of the United States of America acting in its capacity as depositary, and any successor depositary hereunder (the "Depositary"), and (iii) all Holders and Beneficial Owners of American Depositary Shares issued hereunder (all such capitalized terms as hereinafter defined).

W I T N E S S E T H T H A T:

WHEREAS, the Company desires to establish with the Depositary an ADR facility to provide for the deposit of the Shares (as hereinafter defined) and the creation of American Depositary Shares representing the Shares so deposited; and

WHEREAS, the Depositary is willing to act as the Depositary for such ADR facility upon the terms set forth in the Deposit Agreement (as hereinafter defined); and

WHEREAS, any American Depositary Receipts issued pursuant to the terms of the Deposit Agreement are to be substantially in the form of Exhibit A attached hereto, with appropriate insertions, modifications and omissions, as hereinafter provided in the Deposit Agreement; and

WHEREAS, the American Depositary Shares to be issued pursuant to the terms of the Deposit Agreement are to be listed for trading on the New York Stock Exchange; and

WHEREAS, the Board of Directors of the Company (or an authorized committee thereof) has duly approved the establishment of an ADR facility upon the terms set forth in the Deposit Agreement, the execution and delivery of the Deposit Agreement on behalf of the Company, and the actions of the Company and the transactions contemplated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

All capitalized terms used, but not otherwise defined, herein shall have the meanings set forth below, unless otherwise clearly indicated:

Section 1.1 "ADS Record Date" shall have the meaning given to such term in Section 4.9.

Section 1.2 "Affiliate" shall have the meaning assigned to such term by the Commission (as hereinafter defined) under Regulation C promulgated under the Securities Act (as hereinafter defined), or under any successor regulation thereto.

Section 1.3 "**American Depositary Receipt(s)**", "**ADR(s)**" and "**Receipt(s)**" shall mean the certificate(s) issued by the Depositary to evidence the American Depositary Shares issued under the terms of the Deposit Agreement in the form of Certificated ADS(s) (as hereinafter defined), as such ADRs may be amended from time to time in accordance with the provisions of the Deposit Agreement. An ADR may evidence any number of ADSs and may, in the case of ADSs held through a central depository such as DTC, be in the form of a "Balance Certificate."

Section 1.4 "**American Depositary Share(s)**" **and** "**ADS(s)**" shall mean the rights and interests in the Deposited Securities (as hereinafter defined) granted to the Holders and Beneficial Owners pursuant to the terms and conditions of the Deposit Agreement and, if issued as Certificated ADS(s), (as hereinafter defined) the ADR(s) issued to evidence such ADSs. ADS(s) may be issued under the terms of the Deposit Agreement in the form of (a) Certificated ADS(s) (as hereinafter defined), in which case the ADS(s) are evidenced by ADR(s), or (b) Uncertificated ADS(s) (as hereinafter defined), in which case the ADS(s) are not evidenced by ADR(s) but are reflected on the direct registration system maintained by the Depositary for such purposes under the terms of Section 2.13. Unless otherwise specified in the Deposit Agreement or in any ADR, or unless the context otherwise requires, any reference to ADS(s) shall include Certificated ADS(s) and Uncertificated ADS(s), individually or collectively, as the context may require. Each ADS shall represent the right to receive three Shares until there shall occur a distribution upon Deposited Securities referred to in Section 4.2 or a change in Deposited Securities referred to in Section 4.11 with respect to which additional ADSs are not issued, and thereafter each ADS shall represent the right to receive the Deposited Securities determined in accordance with the terms of such Sections.

Section 1.5 "**Applicant**" shall have the meaning given to such term in Section 5.10.

Section 1.6 "Articles of Association" shall mean the Articles of Association of the Company, as amended and restated from time to time.

Section 1.7 "**Beneficial Owner**" shall mean, as to any ADS, any person or entity having a beneficial interest deriving from the ownership of such ADS. A Beneficial Owner of ADSs may or may not be the Holder of such ADSs. A Beneficial Owner shall be able to exercise any right or receive any benefit hereunder solely through the person who is the Holder of the ADSs owned by such Beneficial Owner. Unless otherwise identified to the Depositary, a Holder shall be deemed to be the Beneficial Owner of all the ADSs registered in his/her/its name.

Section 1.8 "Certificated ADS(s)" shall have the meaning set forth in Section 2.13.

Section 1.9 "**Commission**" shall mean the Securities and Exchange Commission of the United States or any successor governmental agency thereto in the United States.

Section 1.10 "**Company**" shall mean Renren Inc., a company incorporated and existing under the laws of the Cayman Islands, and its successors.

Section 1.11 "**Custodian**" shall mean (i) as of the date hereof, Citibank, N.A. - Hong Kong, having its principal office at 10/F, Harbour Front (II), 22, Tak Fung Street, Hung Hom, Kowloon, Hong Kong, as the custodian for the purposes of the Deposit Agreement, (ii) Citibank, N.A., acting as custodian of Deposited Securities pursuant to the Deposit Agreement, and (iii) any other entity that may be appointed by the Depositary pursuant to the terms of Section 5.5 as successor, substitute or additional custodian hereunder. The term "Custodian" shall mean any Custodian individually or all Custodians collectively, as the context requires.

Section 1.12 "**Deliver**" and "**Delivery**" shall mean when used in respect of ADSs, Deposited Securities and Shares, either (i) the physical delivery of certificate(s) representing such securities, or (ii) electronic delivery of such securities by means of book-entry transfer, if available.

Section 1.13 "**Deposit Agreement**" shall mean this Deposit Agreement and all exhibits hereto, as the same may from time to time be amended and supplemented from time to time in accordance with the terms of the Deposit Agreement.

Section 1.14 "**Depositary**" shall mean Citibank, N.A., a national banking association organized under the laws of the United States, in its capacity as depositary under the terms of the Deposit Agreement, and any successor depositary hereunder.

Section 1.15 "**Deposited Securities**" shall mean Shares at any time deposited under the Deposit Agreement and any and all other securities, property and cash held by the Depositary or the Custodian in respect thereof, subject, in the case of cash, to the provisions of Section 4.8. The collateral delivered in connection with Pre-Release Transactions described in Section 5.10 shall not constitute Deposited Securities.

Section 1.16 "**Dollars**" and "**$**"shall refer to the lawful currency of the United States.

Section 1.17 "**DTC**" shall mean The Depository Trust Company, a national clearinghouse and the central book-entry settlement system for securities traded in the United States and, as such, the custodian for the securities of DTC Participants (as hereinafter defined) maintained in DTC, and any successor thereto.

Section 1.18 "**DTC Participant**" shall mean any financial institution (or any nominee of such institution) having one or more participant accounts with DTC for receiving, holding and delivering the securities and cash held in DTC. A DTC Participant may or may not be a Beneficial Owner. If a DTC Participant is not the Beneficial Owner of the ADSs credited to its account at DTC, or of the ADSs in respect of which the DTC Participant is otherwise acting, such DTC Participant shall be deemed, for all purposes hereunder, to have all requisite authority to act on behalf of the Beneficial Owner(s) of the ADSs credited to its account at DTC or in respect of which the DTC Participant is so acting.

Section 1.19 "**Exchange Act**" shall mean the United States Securities Exchange Act of 1934, as amended from time to time.

Section 1.20 "**Foreign Currency**" shall mean any currency other than Dollars.

Section 1.21 "**Full Entitlement ADR(s)", "Full Entitlement ADS(s)" and "Full Entitlement Share(s)"** shall have the respective meanings set forth in Section 2.12.

Section 1.22 "**Holder(s)**" shall mean the person(s) in whose name the ADSs are registered on the books of the Depositary (or the Registrar, if any) maintained for such purpose. A Holder may or may not be a Beneficial Owner. If a Holder is not the Beneficial Owner of the ADS(s) registered in its name, such person shall be deemed, for all purposes hereunder, to have all requisite authority to act on behalf of the Beneficial Owners of the ADSs registered in its name.

Section 1.23 "Partial Entitlement ADR(s)", "Partial Entitlement ADS(s)" and "Partial Entitlement Share(s)" shall have the respective meanings set forth in Section 2.12.

Section 1.24 "**Pre-Release Transaction**" shall have the meaning set forth in Section 5.10.

Section 1.25 "**Principal Office**" shall mean, when used with respect to the Depositary, the principal office of the Depositary at which at any particular time its depositary receipts business shall be administered, which, at the date of the Deposit Agreement, is located at 388 Greenwich Street, New York, New York 10013, U.S.A.

Section 1.26 "**Registrar**" shall mean the Depositary or any bank or trust company having an office in the Borough of Manhattan, The City of New York, which shall be appointed by the Depositary to register issuances, transfers and cancellations of ADSs as herein provided, and shall include any co-registrar appointed by the Depositary for such purposes. Registrars (other than the Depositary) may be removed and substitutes appointed by the Depositary. Each Registrar (other than the Depositary) appointed pursuant to the Deposit Agreement shall be required to give notice in writing to the Depositary accepting such appointment and agreeing to be bound by the applicable terms of the Deposit Agreement.

Section 1.27 "**Restricted Securities**" shall mean Shares, Deposited Securities or ADSs which (i) have been acquired directly or indirectly from the Company or any of its Affiliates in a transaction or chain of transactions not involving any public offering and are subject to resale limitations under the Securities Act or the rules issued thereunder, or (ii) are held by an officer or director (or persons performing similar functions) or other Affiliate of the Company, or (iii) are subject to other restrictions on sale or deposit under the laws of the United States, the Cayman Islands, or under a shareholder agreement or the Articles of Association of the Company or under the regulations of an applicable securities exchange unless, in each case, such Shares, Deposited Securities or ADSs are being transferred or sold to persons other than an Affiliate of the Company in a transaction (a) covered by an effective resale registration statement, or (b) exempt from the registration requirements of the Securities Act (as hereinafter defined), and the Shares, Deposited Securities or ADSs are not, when held by such person(s), Restricted Securities.

Section 1.28 "Restricted ADR(s)", "Restricted ADS(s)" and "Restricted Shares" shall have the respective meanings set forth in Section 2.14.

Section 1.29 "**Securities Act**" shall mean the United States Securities Act of 1933, as amended from time to time.

Section 1.30 "**Share Registrar**" shall mean Appleby Tryst (Cayman) Ltd., Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands, or any other institution organized under the laws of the Cayman Islands appointed by the Company to carry out the duties of registrar for the Shares, and any successor thereto that the Company approves.

Section 1.31 "Shares" shall mean the Company's Class A ordinary shares, par value $0.001 per share, validly issued and outstanding and fully paid and may, if the Depositary so agrees after consultation with the Company, include evidence of the right to receive Shares; provided that in no event shall Shares include evidence of the right to receive Shares with respect to which the full purchase price has not been paid or Shares as to which preemptive rights have theretofore not been validly waived or exercised; provided further, however, that, if there shall occur any change in par or nominal value, split-up, consolidation, reclassification, exchange, conversion or any other event described in Section 4.11 in respect of the Shares of the Company, the term "Shares" shall thereafter, to the maximum extent permitted by law, represent the successor securities resulting from such event.

Section 1.32 "Uncertificated ADS(s)" shall have the meaning set forth in Section 2.13.

Section 1.33 "**United States**" and "**U.S.**" shall have the meaning assigned to it in Regulation S as promulgated by the Commission under the Securities Act.

ARTICLE II

APPOINTMENT OF DEPOSITARY; FORM OF RECEIPTS; DEPOSIT OF SHARES; EXECUTION AND DELIVERY, TRANSFER AND SURRENDER OF RECEIPTS

Section 2.1 Appointment of Depositary. The Company hereby appoints the Depositary as depositary for the Deposited Securities and hereby authorizes and directs the Depositary to act in accordance with the terms and conditions set forth in the Deposit Agreement and the applicable ADRs. Each Holder and each Beneficial Owner, upon acceptance of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the Deposit Agreement, shall be deemed for all purposes to (a) be a party to and bound by the terms of the Deposit Agreement and the applicable ADR(s), and (b) appoint the Depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof.

Section 2.2 Form and Transferability of ADSs.

(a) Form. Certificated ADSs shall be evidenced by definitive ADRs which shall be engraved, printed, lithographed or produced in such other manner as may be agreed upon by the Company and the Depositary. ADRs may be issued under the Deposit Agreement in denominations of any whole number of ADSs. The ADRs shall be substantially in the form set forth in Exhibit A to the Deposit Agreement, with any appropriate insertions, modifications and omissions, in each case as otherwise contemplated in the Deposit Agreement or required by law. ADRs shall be (i) dated, (ii) signed by the manual or facsimile signature of a duly authorized signatory of the Depositary, (iii) countersigned by the manual or facsimile signature of a duly authorized signatory of the Registrar, and (iv) registered in the books maintained by the Registrar for the registration of issuances and transfers of ADSs. No ADR and no Certificated ADS evidenced thereby shall be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depositary or the Company, unless such ADR shall have been so dated, signed, countersigned and registered. ADRs bearing the facsimile signature of a duly-authorized signatory of the Depositary or the Registrar, who at the time of signature was a duly-authorized signatory of the Depositary or the Registrar, as the case may be, shall bind the Depositary, notwithstanding the fact that such signatory has ceased to be so authorized prior to the delivery of such ADR by the Depositary. The ADRs shall bear a CUSIP number that is different from any CUSIP number that was, is or may be assigned to any depositary receipts previously or subsequently issued pursuant to any other arrangement between the Depositary (or any other depositary) and the Company and which are not ADRs outstanding hereunder.

(b) Legends. The ADRs may be endorsed with, or have incorporated in the text thereof, such legends or recitals not inconsistent with the provisions of the Deposit Agreement as (i) may be necessary to enable the Depositary and the Company to perform their respective obligations hereunder, (ii) may be required to comply with any applicable laws or regulations, or with the rules and regulations of any securities exchange or market upon which ADSs may be traded, listed or quoted, or to conform with any usage with respect thereto, (iii) may be necessary to indicate any special limitations or restrictions to which any particular ADRs or ADSs are subject by reason of the date of issuance of the Deposited Securities or otherwise, or (iv) may be required by any book-entry system in which the ADSs are held. Holders and Beneficial Owners shall be deemed, for all purposes, to have notice of, and to be bound by, the terms and conditions of the legends set forth, in the case of Holders, on the ADR registered in the name of the applicable Holders or, in the case of Beneficial Owners, on the ADR representing the ADSs owned by such Beneficial Owners.

(c) Title. Subject to the limitations contained herein and in the ADR, title to an ADR (and to each Certificated ADS evidenced thereby) shall be transferable upon the same terms as a certificated security under the laws of the State of New York, provided that, in the case of Certificated ADSs, such ADR has been properly endorsed or is accompanied by proper instruments of transfer. Notwithstanding any notice to the contrary, the Depositary and the Company may deem and treat the Holder of an ADS (that is, the person in whose name an ADS is registered on the books of the Depositary) as the absolute owner thereof for all purposes. Neither the Depositary nor the Company shall have any obligation nor be subject to any liability under the Deposit Agreement or any ADR to any holder or any Beneficial Owner unless such holder is the Holder registered on the books of the Depositary or, in the case of a Beneficial Owner, such Beneficial Owner, or the Beneficial Owner's representative, is the Holder registered on the books of the Depositary.

(d) Book-Entry Systems. The Depositary shall make arrangements for the acceptance of the ADSs into DTC. All ADSs held through DTC will be registered in the name of the nominee for DTC (currently "Cede & Co."). As such, the nominee for DTC will be the only "Holder" of all ADSs held through DTC. Unless issued by the Depositary as Uncertificated ADSs, the ADSs registered in the name of Cede & Co. will be evidenced by a single ADR in the form of a "Balance Certificate," which will provide that it represents the aggregate number of ADSs from time to time indicated in the records of the Depositary as being issued hereunder and that the aggregate number of ADSs represented thereby may from time to time be increased or decreased by making adjustments on such records of the Depositary and of DTC or its nominee as hereinafter provided. Citibank, N.A. (or such other entity as is appointed by DTC or its nominee) may hold the "Balance Certificate" as custodian for DTC. Each Beneficial Owner of ADSs held through DTC must rely upon the procedures of DTC and the DTC Participants to exercise or be entitled to any rights attributable to such ADSs. The DTC Participants shall for all purposes be deemed to have all requisite power and authority to act on behalf of the Beneficial Owners of the ADSs held in the DTC Participants' respective accounts in DTC and the Depositary shall for all purposes be authorized to rely upon any instructions and information given to it by DTC Participants. So long as ADSs are held through DTC or unless otherwise required by law, ownership of beneficial interests in the ADSs registered in the name of the nominee for DTC will be shown on, and transfers of such ownership will be effected only through, records maintained by (i) DTC or its nominee (with respect to the interests of DTC Participants), or (ii) DTC Participants or their nominees (with respect to the interests of clients of DTC Participants).

Section 2.3 Deposit of Shares. Subject to the terms and conditions of the Deposit Agreement and applicable law, Shares or evidence of rights to receive Shares (other than Restricted Securities) may be deposited by any person (including the Depositary in its individual capacity but subject, however, in the case of the Company or any Affiliate of the Company, to Section 5.7) at any time, whether or not the transfer books of the Company or the Share Registrar, if any, are closed, by Delivery of the Shares to the Custodian. Every deposit of Shares shall be accompanied by the following: (A) (i) *in the case of Shares represented by certificates issued in registered form*, appropriate instruments of transfer or endorsement, in a form satisfactory to the Custodian, (ii) *in the case of Shares represented by certificates in bearer form*. the requisite coupons and talons pertaining thereto, and (iii) *in the case of Shares delivered by book-entry transfer*, confirmation of such book-entry transfer to the Custodian or that irrevocable instructions have been given to cause such Shares to be so transferred, (B) such certifications and payments (including, without limitation, the Depositary's fees and related charges) and evidence of such payments (including, without limitation, stamping or otherwise marking such Shares by way of receipt) as may be required by the Depositary or the Custodian in accordance with the provisions of the Deposit Agreement and applicable law, (C) if the Depositary so requires, a written order directing the Depositary to issue and deliver to, or upon the written order of, the person(s) stated in such order the number of ADSs representing the Shares so deposited, (D) evidence satisfactory to the Depositary (which may be an opinion of counsel) that all necessary approvals have been granted by, or there has been compliance with the rules and regulations of, any applicable governmental agency in the Cayman Islands, and (E) if the Depositary so requires, (i) an agreement, assignment or instrument satisfactory to the Depositary or the Custodian which provides for the prompt transfer by any person in whose name the Shares are or have been recorded to the Custodian of any distribution, or right to subscribe for additional Shares or to receive other property in respect of any such deposited Shares or, in lieu thereof, such indemnity or other agreement as shall be satisfactory to the Depositary or the Custodian and (ii) if the Shares are registered in the name of the person on whose behalf they are presented for deposit, a proxy or proxies entitling the Custodian to exercise voting rights in respect of the Shares for any and all purposes until the Shares so deposited are registered in the name of the Depositary, the Custodian or any nominee.

Without limiting any other provision of the Deposit Agreement, the Depositary shall instruct the Custodian not to, and the Depositary shall not knowingly, accept for deposit (a) any Restricted Securities except as contemplated by Section 2.14) nor (b) any fractional Shares or fractional Deposited Securities nor (c) a number of Shares or Deposited Securities which upon application of the ADS to Shares ratio would give rise to fractional ADSs. No Shares shall be accepted for deposit unless accompanied by evidence, if any is required by the Depositary, that is reasonably satisfactory to the Depositary or the Custodian that all conditions to such deposit have been satisfied by the person depositing such Shares under the laws and regulations of the Cayman Islands and any necessary approval has been granted by any applicable governmental body in the Cayman Islands, if any. The Depositary may issue ADSs against evidence of rights to receive Shares from the Company, any agent of the Company or any custodian, registrar, transfer agent, clearing agency or other entity involved in ownership or transaction records in respect of the Shares. Such evidence of rights shall consist of written blanket or specific guarantees of ownership of Shares furnished by the Company or any such custodian, registrar, transfer agent, clearing agency or other entity involved in ownership or transaction records in respect of the Shares.

Without limitation of the foregoing, the Depositary shall not knowingly accept for deposit under the Deposit Agreement (A) any Shares or other securities required to be registered under the provisions of the Securities Act, unless (i) a registration statement is in effect as to such Shares or other securities or (ii) the deposit is made upon terms contemplated in Section 2.14, or (B) any Shares or other securities the deposit of which would violate any provisions of the Articles of Association of the Company. For purposes of the foregoing sentence, the Depositary shall be entitled to rely upon representations and warranties made or deemed made pursuant to the Deposit Agreement and shall not be required to make any further investigation. The Depositary will comply with written instructions of the Company (received by the Depositary reasonably in advance) not to accept for deposit hereunder any Shares identified in such instructions at such times and under such circumstances as may reasonably be specified in such instructions in order to facilitate the Company’s compliance with the securities laws of the United States.

Section 2.4 Registration and Safekeeping of Deposited Securities. The Depositary shall instruct the Custodian upon each Delivery of certificates representing registered Shares being deposited hereunder with the Custodian (or other Deposited Securities pursuant to Article IV hereof), together with the other documents above specified, to present such certificate(s), together with the appropriate instrument(s) of transfer or endorsement, duly stamped, to the Share Registrar for transfer and registration of the Shares (as soon as transfer and registration can be accomplished and at the expense of the person for whom the deposit is made) in the name of the Depositary, the Custodian or a nominee of either. Deposited Securities shall be held by the Depositary or by a Custodian for the account and to the order of the Depositary or a nominee in each case on behalf of the Holders and Beneficial Owners, at such place or places as the Depositary or the Custodian shall determine.

Section 2.5 Issuance of ADSs. The Depositary has made arrangements with the Custodian for the Custodian to confirm to the Depositary upon receipt of a deposit of Shares (i) that a deposit of Shares has been made pursuant to Section 2.3, (ii) that such Deposited Securities have been recorded in the name of the Depositary, the Custodian or a nominee of either on the shareholders' register maintained by or on behalf of the Company by the Share Registrar if registered Shares have been deposited or, if deposit is made by book-entry transfer, confirmation of such transfer in the books of the book-entry settlement entity, (iii) that all required documents have been received, and (iv) the person(s) to whom or upon whose order ADSs are deliverable in respect thereof and the number of ADSs to be so delivered. Such notification may be made by letter, cable, telex, SWIFT message or, at the risk and expense of the person making the deposit, by facsimile or other means of electronic transmission. Upon receiving such notice from the Custodian, the Depositary, subject to the terms and conditions of the Deposit Agreement and applicable law, shall issue the ADSs representing the Shares so deposited to or upon the order of the person(s) named in the notice delivered to the Depositary and, if applicable, shall execute and deliver at its Principal Office Receipt(s) registered in the name(s) requested by such person(s) and evidencing the aggregate number of ADSs to which such person(s) are entitled, but, in each case, only upon payment to the Depositary of the charges of the Depositary for accepting a deposit, issuing ADSs (as set forth in Section 5.9 and Exhibit B hereto) and all taxes and governmental charges and fees payable in connection with such deposit and the transfer of the Shares and the issuance of the ADS(s). The Depositary shall only issue ADSs in whole numbers and deliver, if applicable, ADR(s) evidencing whole numbers of ADSs. Nothing herein shall prohibit any Pre-Release Transaction upon the terms set forth in the Deposit Agreement.

Section 2.6 Transfer, Combination and Split-up of ADRs. Transfer. The Registrar shall register the transfer of ADRs (and of the ADSs represented thereby) on the books maintained for such purpose and the Depositary shall (x) cancel such ADRs and execute new ADRs evidencing the same aggregate number of ADSs as those evidenced by the ADRs canceled by the Depositary, (y) cause the Registrar to countersign such new ADRs and (z) Deliver such new ADRs to or upon the order of the person entitled thereto, if each of the following conditions has been satisfied: (i) the ADRs have been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a transfer thereof, (ii) the surrendered ADRs have been properly endorsed or are accompanied by proper instruments of transfer (including signature guarantees in accordance with standard securities industry practice), (iii) the surrendered ADRs have been duly stamped (if required by the laws of the State of New York or of the United States), and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 and Exhibit B hereto) have been paid, *subject, however, in each case,* to the terms and conditions of the applicable ADRs, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

(a) Combination & Split Up. The Registrar shall register the split-up or combination of ADRs (and of the ADSs represented thereby) on the books maintained for such purpose and the Depositary shall (x) cancel such ADRs and execute new ADRs for the number of ADSs requested, but in the aggregate not exceeding the number of ADSs evidenced by the ADRs cancelled by the Depositary, (y) cause the Registrar to countersign such new ADRs and (z) Deliver such new ADRs to or upon the order of the Holder thereof, if each of the following conditions has been satisfied: (i) the ADRs have been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a split-up or combination thereof, and (ii) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 and Exhibit B hereto) have been paid, *subject, however, in each case*, to the terms and conditions of the applicable ADRs, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

(b) Co-Transfer Agents. The Depositary may appoint one or more co-transfer agents for the purpose of effecting transfers, combinations and split-ups of ADRs at designated transfer offices on behalf of the Depositary, and the Depositary shall notify the Company of any such appointment. In carrying out its functions, a co-transfer agent may require evidence of authority and compliance with applicable laws and other requirements by Holders or persons entitled to such ADRs and will be entitled to protection and indemnity to the same extent as the Depositary. Such co-transfer agents may be removed and substitutes appointed by the Depositary, and the Depositary shall notify the Company of any such removal or substitution. Each co-transfer agent appointed under this Section 2.6 (other than the Depositary) shall give notice in writing to the Depositary accepting such appointment and agreeing to be bound by the applicable terms of the Deposit Agreement.

Section 2.7 Surrender of ADSs and Withdrawal of Deposited Securities. The Holder of ADSs shall be entitled to Delivery (at the Custodian's designated office) of the Deposited Securities at the time represented by the ADSs upon satisfaction of each of the following conditions: (i) the Holder (or a duly-authorized attorney of the Holder) has duly Delivered ADSs to the Depositary at its Principal Office (and if applicable, the ADRs evidencing such ADSs) for the purpose of withdrawal of the Deposited Securities represented thereby, (ii) if applicable and so required by the Depositary, the ADRs Delivered to the Depositary for such purpose have been properly endorsed in blank or are accompanied by proper instruments of transfer in blank (including signature guarantees in accordance with standard securities industry practice), (iii) if so required by the Depositary, the Holder of the ADSs has executed and delivered to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be Delivered to or upon the written order of the person(s) designated in such order, and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 and Exhibit B) have been paid, *subject, however, in each case*, to the terms and conditions of the ADRs evidencing the surrendered ADSs, of the Deposit Agreement, of the Company's Articles of Association and of any applicable laws and the rules of the applicable book-entry settlement entity, and to any provisions of or governing the Deposited Securities , in each case as in effect at the time thereof.

Upon satisfaction of each of the conditions specified above, the Depositary (i) shall cancel the ADSs Delivered to it (and, if applicable, the ADRs evidencing the ADSs so Delivered), (ii) shall direct the Registrar to record the cancellation of the ADSs so Delivered on the books maintained for such purpose, and (iii) shall direct the Custodian to Deliver, or cause the Delivery of, in each case, without unreasonable delay, the Deposited Securities represented by the ADSs so canceled together with any certificate or other document of title for the Deposited Securities, or evidence of the electronic transfer thereof (if available), as the case may be, to or upon the written order of the person(s) designated in the order delivered to the Depositary for such purpose, *subject however, in each case*, to the terms and conditions of the Deposit Agreement, of the ADRs evidencing the ADSs so cancelled, of the Articles of Association of the Company, of any applicable laws and of the rules of the applicable book-entry settlement entity, and to the terms and conditions of or governing the Deposited Securities, in each case as in effect at the time thereof.

The Depositary shall not accept for surrender ADSs representing less than one (1) Share. In the case of the Delivery to it of ADSs representing a number other than a whole number of Shares, the Depositary shall cause ownership of the appropriate whole number of Shares to be Delivered in accordance with the terms hereof, and shall, at the discretion of the Depositary, either (i) return to the person surrendering such ADSs the number of ADSs representing any remaining fractional Share, or (ii) sell or cause to be sold the fractional Share represented by the ADSs so surrendered and remit the proceeds of such sale (net of (a) applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes withheld) to the person surrendering the ADSs.

Notwithstanding anything else contained in any ADR or the Deposit Agreement, the Depositary may make delivery at the Principal Office of the Depositary of (i) any cash dividends or cash distributions, or (ii) any proceeds from the sale of any distributions of shares or rights, which are at the time held by the Depositary in respect of the Deposited Securities represented by the ADSs surrendered for cancellation and withdrawal. At the request, risk and expense of any Holder so surrendering ADSs, and for the account of such Holder, the Depositary shall direct the Custodian to forward (to the extent permitted by law) any cash or other property (other than securities) held by the Custodian in respect of the Deposited Securities represented by such ADSs to the Depositary for delivery at the Principal Office of the Depositary. Such direction shall be given by letter or, at the request, risk and expense of such Holder, by cable, telex or facsimile transmission.

Section 2.8 Limitations on Execution and Delivery, Transfer, etc. of ADSs; Suspension of Delivery, Transfer, etc.

(a) Additional Requirements. As a condition precedent to the execution and delivery, registration of issuance, transfer, split-up, combination or surrender, of any ADS, the delivery of any distribution thereon, or the withdrawal of any Deposited Securities, the Depositary or the Custodian may require (i) payment from the depositor of Shares or presenter of ADSs or of an ADR of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees and charges of the Depositary as provided in Section 5.9 and Exhibit B, (ii) the production of proof satisfactory to it as to the identity and genuineness of any signature or any other matter contemplated by Section 3.1, and (iii) compliance with (A) any laws or governmental regulations relating to the execution and delivery of ADRs or ADSs or to the withdrawal of Deposited Securities and (B) such reasonable regulations as the Depositary and the Company may establish consistent with the provisions of the representative ADR, if applicable, the Deposit Agreement and applicable law.

(b) Additional Limitations. The issuance of ADSs against deposits of Shares generally or against deposits of particular Shares may be suspended, or the deposit of particular Shares may be refused, or the registration of transfer of ADSs in particular instances may be refused, or the registration of transfers of ADSs generally may be suspended, during any period when the transfer books of the Company, the Depositary, a Registrar or the Share Registrar are closed or if any such action is deemed necessary or advisable by the Depositary or the Company, in good faith, at any time or from time to time because of any requirement of law or regulation, any government or governmental body or commission or any securities exchange on which the ADSs or Shares are listed, or under any provision of the Deposit Agreement or the representative ADR(s), if applicable, or under any provision of, or governing, the Deposited Securities, or because of a meeting of shareholders of the Company or for any other reason, subject, in all cases, to Section 7.8.

(c) Regulatory Restrictions. Notwithstanding any provision of the Deposit Agreement or any ADR(s) to the contrary, Holders are entitled to surrender outstanding ADSs to withdraw the Deposited Securities associated herewith at any time subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the ADSs or to the withdrawal of the Deposited Securities, and (iv) other circumstances specifically contemplated by Instruction I.A.(l) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time).

Section 2.9 Lost ADRs, etc. In case any ADR shall be mutilated, destroyed, lost, or stolen, the Depositary shall execute and deliver a new ADR of like tenor at the expense of the Holder (a) *in the case of a mutilated ADR,* in exchange of and substitution for such mutilated ADR upon cancellation thereof, or (b) *in the case of a destroyed, lost or stolen ADR,* in lieu of and in substitution for such destroyed, lost, or stolen ADR, after the Holder thereof (i) has submitted to the Depositary a written request for such exchange and substitution before the Depositary has notice that the ADR has been acquired by a bona fide purchaser, (ii) has provided such security or indemnity (including an indemnity bond) as may be required by the Depositary to save it and any of its agents harmless, and (iii) has satisfied any other reasonable requirements imposed by the Depositary, including, without limitation, evidence satisfactory to the Depositary of such destruction, loss or theft of such ADR, the authenticity thereof and the Holder's ownership thereof.

Section 2.10 Cancellation and Destruction of Surrendered ADRs; Maintenance of Records. All ADRs surrendered to the Depositary shall be canceled by the Depositary. Canceled ADRs shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable against the Depositary or the Company for any purpose. The Depositary is authorized to destroy ADRs so canceled, provided the Depositary maintains a record of all destroyed ADRs. Any ADSs held in book-entry form (*i.e.*, through accounts at DTC) shall be deemed canceled when the Depositary causes the number of ADSs evidenced by the Balance Certificate to be reduced by the number of ADSs surrendered (without the need to physically destroy the Balance Certificate). .

Section 2.11 Escheatment. In the event any unclaimed property relating to the ADSs, for any reason, is in the possession of Depositary and has not been claimed by the Holder thereof or cannot be delivered to the Holder thereof through usual channels, the Depositary shall, upon expiration of any applicable statutory period relating to abandoned property laws, escheat such unclaimed property to the relevant authorities in accordance with the laws of each of the relevant States of the United States.

Section 2.12 Partial Entitlement ADSs. In the event any Shares are deposited which (i) entitle the holders thereof to receive a per-share distribution or other entitlement in an amount different from the Shares then on deposit or (ii) are not fully fungible (including, without limitation, as to settlement or trading) with the Shares then on deposit (the Shares then on deposit collectively, "Full Entitlement Shares" and the Shares with different entitlement, "Partial Entitlement Shares"), the Depositary shall (i) cause the Custodian to hold Partial Entitlement Shares separate and distinct from Full Entitlement Shares, and (ii) subject to the terms of the Deposit Agreement, issue ADSs representing Partial Entitlement Shares which are separate and distinct from the ADSs representing Full Entitlement Shares, by means of separate CUSIP numbering and legending (if necessary) and, if applicable, by issuing ADRs evidencing such ADSs with applicable notations thereon ("Partial Entitlement ADSs/ADRs" and "Full Entitlement ADSs/ADRs", respectively). If and when Partial Entitlement Shares become Full Entitlement Shares, the Depositary shall (a) give notice thereof to Holders of Partial Entitlement ADSs and give Holders of Partial Entitlement ADRs the opportunity to exchange such Partial Entitlement ADRs for Full Entitlement ADRs, (b) cause the Custodian to transfer the Partial Entitlement Shares into the account of the Full Entitlement Shares, and (c) take such actions as are necessary to remove the distinctions between (i) the Partial Entitlement ADRs and ADSs, on the one hand, and (ii) the Full Entitlement ADRs and ADSs on the other. Holders and Beneficial Owners of Partial Entitlement ADSs shall only be entitled to the entitlements of Partial Entitlement Shares. Holders and Beneficial Owners of Full Entitlement ADSs shall be entitled only to the entitlements of Full Entitlement Shares. All provisions and conditions of the Deposit Agreement shall apply to Partial Entitlement ADRs and ADSs to the same extent as Full Entitlement ADRs and ADSs, except as contemplated by this Section 2.12. The Depositary is authorized to take any and all other actions as may be necessary (including, without limitation, making the necessary notations on ADRs) to give effect to the terms of this Section 2.12. The Company agrees to give timely written notice to the Depositary if any Shares issued or to be issued are Partial Entitlement Shares and shall assist the Depositary with the establishment of procedures enabling the identification of Partial Entitlement Shares upon Delivery to the Custodian.

Section 2.13 Certificated/Uncertificated ADSs. Notwithstanding any other provision of the Deposit Agreement, the Depositary may, at any time and from time to time, issue ADSs that are not evidenced by ADRs (such ADSs, the "Uncertificated ADS(s)" and the ADS(s) evidenced by ADR(s), the "Certificated ADS(s)"). When issuing and maintaining Uncertificated ADS(s) under the Deposit Agreement, the Depositary shall at all times be subject to (i) the standards applicable to registrars and transfer agents maintaining direct registration systems for equity securities in New York and issuing uncertificated securities under New York law, and (ii) the terms of New York law applicable to uncertificated equity securities. Uncertificated ADSs shall not be represented by any instruments but shall be evidenced by registration in the books of the Depositary maintained for such purpose. Holders of Uncertificated ADSs, that are not subject to any registered pledges, liens, restrictions or adverse claims of which the Depositary has notice at such time, shall at all times have the right to exchange the Uncertificated ADS(s) for Certificated ADS(s) of the same type and class, subject in each case to applicable laws and any rules and regulations the Depositary may have established in respect of the Uncertificated ADSs. Holders of Certificated ADSs shall, if the Depositary maintains a direct registration system for the ADSs, have the right to exchange the Certificated ADSs for Uncertificated ADSs upon (i) the due surrender of the Certificated ADS(s) to the Depositary for such purpose and (ii) the presentation of a written request to that effect to the Depositary, subject in each case to (a) all liens and restrictions noted on the ADR evidencing the Certificated ADS(s) and all adverse claims of which the Depositary then has notice, (b) the terms of the Deposit Agreement and the rules and regulations that the Depositary may establish for such purposes hereunder, (c) applicable law, and (d) payment of the Depositary fees and expenses applicable to such exchange of Certificated ADS(s) for Uncertificated ADS(s). Uncertificated ADSs shall in all respects be identical to Certificated ADS(s) of the same type and class, except that (i) no ADR(s) shall be, or shall need to be, issued to evidence Uncertificated ADS(s), (ii) Uncertificated ADS(s) shall, subject to the terms of the Deposit Agreement, be transferable upon the same terms and conditions as uncertificated securities under New York law, (iii) the ownership of Uncertificated ADS(s) shall be recorded on the books of the Depositary maintained for such purpose and evidence of such ownership shall be reflected in periodic statements provided by the Depositary to the Holder(s) in accordance with applicable New York law, (iv) the Depositary may from time to time, upon notice to the Holders of Uncertificated ADSs affected thereby, establish rules and regulations, and amend or supplement existing rules and regulations, as may be deemed reasonably necessary to maintain Uncertificated ADS(s) on behalf of Holders, provided that (a) such rules and regulations do not conflict with the terms of the Deposit Agreement and applicable law, and (b) the terms of such rules and regulations are readily available to Holders upon request, (v) the Uncertificated ADS(s) shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depositary or the Company unless such Uncertificated ADS(s) is/are registered on the books of the Depositary maintained for such purpose, (vi) the Depositary may, in connection with any deposit of Shares resulting in the issuance of Uncertificated ADSs and with any transfer, pledge, release and cancellation of Uncertificated ADSs, require the prior receipt of such documentation as the Depositary may deem reasonably appropriate, and (vii) upon termination of the Deposit Agreement, the Depositary shall not require Holders of Uncertificated ADSs to affirmatively instruct the Depositary before remitting proceeds from the sale of the Deposited Securities represented by such Holders' Uncertificated ADSs under the terms of Section 6.2 of the Deposit Agreement. When issuing ADSs under the terms of the Deposit Agreement, including, without limitation, issuances pursuant to Sections 2.5, 4.2, 4.3, 4.4, 4.5 and 4.11, the Depositary may in its discretion determine to issue Uncertificated ADSs rather than Certificated ADSs, unless otherwise specifically instructed by the applicable Holder to issue Certificated ADSs. All provisions and conditions of the Deposit Agreement shall apply to Uncertificated ADSs to the same extent as to Certificated ADSs, except as contemplated by this Section 2.13. The Depositary is authorized and directed to take any and all actions and establish any and all procedures deemed reasonably necessary to give effect to the terms of this Section 2.13. Any references in the Deposit Agreement or any ADR(s) to the terms "American Depositary Share(s)" or "ADS(s)" shall, unless the context otherwise requires, include Certificated ADS(s) and Uncertificated ADS(s). Except as set forth in this Section 2.13 and except as required by applicable law, the Uncertificated ADSs shall be treated as ADSs issued and outstanding under the terms of the Deposit Agreement. In the event that, in determining the rights and obligations of parties hereto with respect to any Uncertificated ADSs, any conflict arises between (a) the terms of the Deposit Agreement (other than this Section 2.13) and (b) the terms of this Section 2.13, the terms and conditions set forth in this Section 2.13 shall be controlling and shall govern the rights and obligations of the parties to the Deposit Agreement pertaining to the Uncertificated ADSs.

Section 2.14 Restricted ADSs. The Depositary shall, at the request and expense of the Company, establish procedures enabling the deposit hereunder of Shares that are Restricted Securities in order to enable the holder of such Shares to hold its ownership interests in such Restricted Shares in the form of ADSs issued under the terms hereof (such Shares, "Restricted Shares"). Upon receipt of a written request from the Company to accept Restricted Shares for deposit hereunder, the Depositary agrees to establish procedures permitting the deposit of such Restricted Shares and the issuance of ADSs representing such deposited Restricted Shares (such ADSs, the "Restricted ADSs," and the ADRs evidencing such Restricted ADSs, the "Restricted ADRs"). The Company shall assist the Depositary in the establishment of such procedures and agrees that it shall take all steps necessary and satisfactory to the Depositary to insure that the establishment of such procedures does not violate the provisions of the Securities Act or any other applicable laws. The depositors of such Restricted Shares and the holders of the Restricted ADSs may be required prior to the deposit of such Restricted Shares, the transfer of the Restricted ADRs and the Restricted ADSs evidenced thereby or the withdrawal of the Restricted Shares represented by Restricted ADSs to provide such written certifications or agreements as the Depositary or the Company may require. The Company shall provide to the Depositary in writing the legend(s) to be affixed to the Restricted ADRs, which legends shall (i) be in a form reasonably satisfactory to the Depositary and (ii) contain the specific circumstances under which the Restricted ADRs and the Restricted ADSs represented thereby may be transferred or the Restricted Shares withdrawn. The Restricted ADSs issued upon the deposit of Restricted Shares shall be separately identified on the books of the Depositary and the Restricted Shares so deposited shall, to the extent required by law, be held separate and distinct from the other Deposited Securities held hereunder. The Restricted Shares and the Restricted ADSs shall not be eligible for Pre-Release Transactions. The Restricted ADSs shall not be eligible for inclusion in any book-entry settlement system, including, without limitation, DTC, and shall not in any way be fungible with the ADSs issued under the terms hereof that are not Restricted ADSs. The Restricted ADRs and the Restricted ADSs evidenced thereby shall be transferable only by the Holder thereof upon delivery to the Depositary of (i) all documentation otherwise contemplated by the Deposit Agreement and (ii) an opinion of counsel satisfactory to the Depositary setting forth, inter alia, the conditions upon which the Restricted ADR presented is, and the Restricted ADSs evidenced thereby are, transferable by the Holder thereof under applicable securities laws and the transfer restrictions contained in the legend set forth on the Restricted ADR presented for transfer. Except as set forth in this Section 2.14 and except as required by applicable law, the Restricted ADRs and the Restricted ADSs evidenced thereby shall be treated as ADRs and ADSs issued and outstanding under the terms of the Deposit Agreement. In the event that, in determining the rights and obligations of parties hereto with respect to any Restricted ADSs, any conflict arises between (a) the terms of the Deposit Agreement (other than this Section 2.14) and (b) the terms of (i) this Section 2.14 or (ii) the applicable Restricted ADR, the terms and conditions set forth in this Section 2.14 and of the Restricted ADR shall be controlling and shall govern the rights and obligations of the parties to the Deposit Agreement pertaining to the deposited Restricted Shares, the Restricted ADSs and Restricted ADRs.

If the Restricted ADRs, the Restricted ADSs and the Restricted Shares cease to be Restricted Securities, the Depositary, upon receipt of (x) an opinion of counsel satisfactory to the Depositary setting forth, *inter alia*, that the Restricted ADRs, the Restricted ADSs and the Restricted Shares are not as of such time Restricted Securities, and (y) instructions from the Company to remove the restrictions applicable to the Restricted ADRs, the Restricted ADSs and the Restricted Shares, shall (i) eliminate the distinctions and separations that may have been established between the applicable Restricted Shares held on deposit under this Section 2.14 and the other Shares held on deposit under the terms of the Deposit Agreement that are not Restricted Shares, (ii) treat the newly unrestricted ADRs and ADSs on the same terms as, and fully fungible with, the other ADRs and ADSs issued and outstanding under the terms of the Deposit Agreement that are not Restricted ADRs or Restricted ADSs, (iii) take all actions necessary to remove any distinctions, limitations and restrictions previously existing under this Section 2.14 between the applicable Restricted ADRs and Restricted ADSs, respectively, on the one hand, and the other ADRs and ADSs that are not Restricted ADRs or Restricted ADSs, respectively, on the other hand, including, without limitation, by making the newly-unrestricted ADSs eligible for Pre-Release Transactions and for inclusion in the applicable book-entry settlement systems.

ARTICLE III

CERTAIN OBLIGATIONS OF HOLDERS AND BENEFICIAL OWNERS OF ADSs

Section 3.1 Proofs, Certificates and Other Information. Any person presenting Shares for deposit, any Holder and any Beneficial Owner may be required, and every Holder and Beneficial Owner agrees, from time to time to provide to the Depositary and the Custodian such proof of citizenship or residence, taxpayer status, payment of all applicable taxes or other governmental charges, exchange control approval, legal or beneficial ownership of ADSs and Deposited Securities, compliance with applicable laws, the terms of the Deposit Agreement or the ADR(s) evidencing the ADSs and the provisions of, or governing, the Deposited Securities, to execute such certifications and to make such representations and warranties, and to provide such other information and documentation (or, in the case of Shares in registered form presented for deposit, such information relating to the registration on the books of the Company or of the Share Registrar) as the Depositary or the Custodian may deem necessary or proper or as the Company may reasonably require by written request to the Depositary consistent with its obligations under the Deposit Agreement and the applicable ADR(s). The Depositary and the Registrar, as applicable, may withhold the execution or delivery or registration of transfer of any ADR or ADS or the distribution or sale of any dividend or distribution of rights or of the proceeds thereof or, to the extent not limited by the terms of Section 7.8, the delivery of any Deposited Securities until such proof or other information is filed or such certifications are executed, or such representations are made, or such other documentation or information provided, in each case to the Depositary's, the Registrar's and the Company's satisfaction. At the Company's sole cost and expense, the Depositary shall provide the Company, in a timely manner, with copies or originals if necessary and appropriate of (i) any such proofs of citizenship or residence, taxpayer status, or exchange control approval which it receives from Holders and Beneficial Owners, and (ii) any other information or documents which the Company may reasonably request and which the Depositary shall request and receive from any Holder or Beneficial Owner or any person presenting Shares for deposit or ADSs for cancellation, transfer or withdrawal. Nothing herein shall obligate the Depositary to (i) obtain any information for the Company if not provided by the Holders or Beneficial Owners, or (ii) verify or vouch for the accuracy of the information so provided by the Holders or Beneficial Owners.

Section 3.2 Liability for Taxes and Other Charges. Any tax or other governmental charge payable by the Custodian or by the Depositary with respect to any ADR or any Deposited Securities or ADSs shall be payable by the Holders and Beneficial Owners to the Depositary. The Company, the Custodian and/or the Depositary may withhold or deduct from any distributions made in respect of Deposited Securities and may sell for the account of a Holder and/or Beneficial Owner any or all of the Deposited Securities and apply such distributions and sale proceeds in payment of such taxes (including applicable interest and penalties) or charges, the Holder and the Beneficial Owner remaining liable for any deficiency. The Custodian may refuse the deposit of Shares and the Depositary may refuse to issue ADSs, to deliver ADRs, register the transfer of ADSs, register the split-up or combination of ADRs and (subject to Section 7.8) the withdrawal of Deposited Securities until payment in full of such tax, charge, penalty or interest is received. Every Holder and Beneficial Owner agrees to indemnify the Depositary, the Company, the Custodian, and any of their agents, officers, employees and Affiliates for, and to hold each of them harmless from, any claims with respect to taxes or additions to tax (including applicable interest and penalties thereon) arising from any tax benefit obtained for such Holder and/or Beneficial Owner.

Section 3.3 Representations and Warranties on Deposit of Shares. Each person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that (i) such Shares and the certificates therefor are duly authorized, validly issued, fully paid, non-assessable and legally obtained by such person, (ii) all preemptive (and similar) rights, if any, with respect to such Shares have been validly waived or exercised, (iii) the person making such deposit is duly authorized so to do, (iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and (v) the Shares presented for deposit are not, and the ADSs issuable upon such deposit will not be, Restricted Securities (except as contemplated in Section 2.14), and (vi) the Shares presented for deposit have not been stripped of any rights or entitlements. Such representations and warranties shall survive the deposit and withdrawal of Shares, the issuance and cancellation of ADSs in respect thereof and the transfer of such ADSs. If any such representations or warranties are false in any way, the Company and the Depositary shall be authorized, at the cost and expense of the person depositing Shares, to take any and all actions necessary to correct the consequences thereof.

Section 3.4 Compliance with Information Requests. Notwithstanding any other provision of the Deposit Agreement or any ADR(s), each Holder and Beneficial Owner agrees to comply with requests from the Company pursuant to applicable law, the rules and requirements of any stock exchange on which the Shares or ADSs are, or will be, registered, traded or listed or the Articles of Association of the Company, which are made to provide information, *inter alia*, as to the capacity in which such Holder or Beneficial Owner owns ADSs (and Shares as the case may be) and regarding the identity of any other person(s) interested in such ADSs and the nature of such interest and various other matters, whether or not they are Holders and/or Beneficial Owners at the time of such request. The Depositary agrees to use its reasonable efforts to forward, upon the request of the Company and at the Company's expense, any such request from the Company to the Holders and to forward to the Company any such responses to such requests received by the Depositary.

Section 3.5 Ownership Restrictions. Notwithstanding any other provision in the Deposit Agreement or any ADR, the Company may restrict transfers of the Shares where such transfer might result in ownership of Shares exceeding limits imposed by applicable law or the Articles of Association of the Company. The Company may also restrict, in such manner as it deems appropriate, transfers of the ADSs where such transfer may result in the total number of Shares represented by the ADSs owned by a single Holder or Beneficial Owner to exceed any such limits. The Company may, in its sole discretion but subject to applicable law, instruct the Depositary to take action with respect to the ownership interest of any Holder or Beneficial Owner in excess of the limits set forth in the preceding sentence, including, but not limited to, the imposition of restrictions on the transfer of ADSs, the removal or limitation of voting rights or mandatory sale or disposition on behalf of a Holder or Beneficial Owner of the Shares represented by the ADSs held by such Holder or Beneficial Owner in excess of such limitations, if and to the extent such disposition is permitted by applicable law and the Articles of Association of the Company. Nothing herein shall be interpreted as obligating the Depositary or the Company to ensure compliance with the ownership restrictions described in this Section 3.5.

Section 3.6 Reporting Obligations and Regulatory Approvals. Applicable laws and regulations may require holders and beneficial owners of Shares, including the Holders and Beneficial Owners of ADSs, to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. Holders and Beneficial Owners of ADSs are solely responsible for determining and complying with such reporting requirements and obtaining such approvals. Each Holder and each Beneficial Owner hereby agrees to make such determination, file such reports, and obtain such approvals to the extent and in the form required by applicable laws and regulations as in effect from time to time. Neither the Depositary, the Custodian, the Company or any of their respective agents or affiliates shall be required to take any actions whatsoever on behalf of Holders or Beneficial Owners to determine or satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

ARTICLE IV

THE DEPOSITED SECURITIES

Section 4.1 Cash Distributions. Whenever the Company intends to make a distribution of a cash dividend or other cash distribution, the Company shall give notice thereof to the Depositary at least twenty (20) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution specifying, inter alia, the record date applicable for determining the holders of Deposited Securities entitled to receive such distribution. Upon the timely receipt of such notice, the Depositary shall establish an ADS Record Date upon the terms described in Section 4.9. Upon receipt of confirmation from the Custodian of the receipt of any cash dividend or other cash distribution on any Deposited Securities, or upon receipt of proceeds from the sale of any Deposited Securities or any other entitlements held in respect of Deposited Securities under the terms hereof, the Depositary will (i) if at the time of receipt thereof any amounts received in a Foreign Currency can, in the judgment of the Depositary (pursuant to Section 4.8), be converted on a practicable basis into Dollars transferable to the United States, promptly convert or cause to be converted such cash dividend, distribution or proceeds into Dollars (on the terms described in Section 4.8), (ii) if applicable and unless previously established, establish the ADS Record Date upon the terms described in Section 4.9, and (iii) distribute promptly the amount thus received (net of (a) the applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes withheld) to the Holders entitled thereto as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date. The Depositary shall distribute only such amount, however, as can be distributed without attributing to any Holder a fraction of one cent, and any balance not so distributed shall be held by the Depositary (without liability for interest thereon) and shall be added to and become part of the next sum received by the Depositary for distribution to Holders of ADSs outstanding at the time of the next distribution. If the Company, the Custodian or the Depositary is required to withhold and does withhold from any cash dividend or other cash distribution in respect of any Deposited Securities an amount on account of taxes, duties or other governmental charges, the amount distributed to Holders on the ADSs representing such Deposited Securities shall be reduced accordingly. Such withheld amounts shall be forwarded by the Company, the Custodian or the Depositary to the relevant governmental authority. Evidence of payment thereof by the Company shall be forwarded by the Company to the Depositary upon request.

Section 4.2 Distribution in Shares. Whenever the Company intends to make a distribution that consists of a dividend in, or free distribution of, Shares, the Company shall give notice thereof to the Depositary at least twenty (20) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution, specifying, inter alia, the record date applicable to holders of Deposited Securities entitled to receive such distribution. Upon the timely receipt of such notice from the Company, the Depositary shall establish the ADS Record Date upon the terms described in Section 4.9. Upon receipt of confirmation from the Custodian of the receipt of the Shares so distributed by the Company, the Depositary shall either (i) subject to Section 5.9, distribute to the Holders as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date, additional ADSs, which represent in the aggregate the number of Shares received as such dividend, or free distribution, subject to the other terms of the Deposit Agreement (including, without limitation, (a) the applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes), or (ii) if additional ADSs are not so distributed, take all actions necessary so that each ADS issued and outstanding after the ADS Record Date shall, to the extent permissible by law, thenceforth also represent rights and interests in the additional integral number of Shares distributed upon the Deposited Securities represented thereby (net of (a) the applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes). In lieu of delivering fractional ADSs, the Depositary shall sell the number of Shares or ADSs, as the case may be, represented by the aggregate of such fractions and distribute the net proceeds upon the terms described in Section 4.1. In the event that the Depositary determines that any distribution in property (including Shares) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, or, if the Company in the fulfillment of its obligation under Section 5.7, has furnished an opinion of U.S. counsel determining that Shares must be registered under the Securities Act or other laws in order to be distributed to Holders (and no such registration statement has been declared effective), the Depositary may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable, and the Depositary shall distribute the net proceeds of any such sale (after deduction of (a) taxes and (b) fees and charges of, and reasonable expenses incurred by, the Depositary) to Holders entitled thereto upon the terms described in Section 4.1. The Depositary shall hold and/or distribute any unsold balance of such property in accordance with the provisions of the Deposit Agreement.

Section 4.3 Elective Distributions in Cash or Shares. Whenever the Company intends to make a distribution payable at the election of the holders of Shares in cash or in additional Shares, the Company shall give notice thereof to the Depositary at least forty-five (45) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution specifying, inter alia, the record date applicable to holders of Deposited Securities entitled to receive such elective distribution and whether or not it wishes such elective distribution to be made available to Holders of ADSs. Upon the timely receipt of a notice indicating that the Company wishes such elective distribution to be made available to Holders of ADSs, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such elective distribution available to the Holders of ADSs. The Depositary shall make such elective distribution available to Holders only if (i) the Company shall have timely requested that the elective distribution be made available to Holders, (ii) the Depositary shall have determined that such distribution is reasonably practicable and (iii) the Depositary shall have received satisfactory documentation within the terms of Section 5.7. If the above conditions are not satisfied, the Depositary shall establish an ADS Record Date on the terms described in Section 4.9 and, to the extent permitted by law, distribute to the Holders, on the basis of the same determination as is made in the Cayman Islands in respect of the Shares for which no election is made, either (X) cash upon the terms described in Section 4.1 or (Y) additional ADSs representing such additional Shares upon the terms described in Section 4.2. If the above conditions are satisfied, the Depositary shall establish an ADS Record Date on the terms described in Section 4.9 and establish procedures to enable Holders to elect the receipt of the proposed distribution in cash or in additional ADSs. The Company shall assist the Depositary in establishing such procedures to the extent necessary. If a Holder elects to receive the proposed distribution (X) in cash, the distribution shall be made upon the terms described in Section 4.1, or (Y) in ADSs, the distribution shall be made upon the terms described in Section 4.2. Nothing herein shall obligate the Depositary to make available to Holders a method to receive the elective distribution in Shares (rather than ADSs). There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares.

Section 4.4 Distribution of Rights to Purchase Additional ADSs.

(a) Distribution to ADS Holders. Whenever the Company intends to distribute to the holders of the Deposited Securities rights to subscribe for additional Shares, the Company shall give notice thereof to the Depositary at least forty-five (45) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution specifying, inter alia, the record date applicable to holders of Deposited Securities entitled to receive such distribution and whether or not it wishes such rights to be made available to Holders of ADSs. Upon the timely receipt of a notice indicating that the Company wishes such rights to be made available to Holders of ADSs, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such rights available to the Holders. The Depositary shall make such rights available to Holders only if (i) the Company shall have timely requested that such rights be made available to Holders, (ii) the Depositary shall have received satisfactory documentation within the terms of Section 5.7, and (iii) the Depositary shall have determined that such distribution of rights is reasonably practicable. In the event any of the conditions set forth above are not satisfied or if the Company requests that the rights not be made available to Holders of ADSs, the Depositary shall proceed with the sale of the rights as contemplated in Section 4.4(b) below. In the event all conditions set forth above are satisfied, the Depositary shall establish an ADS Record Date (upon the terms described in Section 4.9) and establish procedures to (x) distribute rights to purchase additional ADSs (by means of warrants or otherwise), (y) to enable the Holders to exercise such rights (upon payment of the subscription price and of the applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes), and (z) to deliver ADSs upon the valid exercise of such rights. The Company shall assist the Depositary to the extent necessary in establishing such procedures. Nothing herein shall obligate the Depositary to make available to the Holders a method to exercise rights to subscribe for Shares (rather than ADSs).

(b) Sale of Rights. If (i) the Company does not timely request the Depositary to make the rights available to Holders or requests that the rights not be made available to Holders, (ii) the Depositary fails to receive satisfactory documentation within the terms of Section 5.7 or determines it is not reasonably practicable to make the rights available to Holders, or (iii) any rights made available are not exercised and appear to be about to lapse, the Depositary shall determine whether it is lawful and reasonably practicable to sell such rights, in a riskless principal capacity, at such place and upon such terms (including public or private sale) as it may deem practicable. The Company shall assist the Depositary to the extent necessary to determine such legality and practicability. The Depositary shall, upon such sale, convert and distribute proceeds of such sale (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) upon the terms set forth in Section 4.1.

(c) Lapse of Rights. If the Depositary is unable to make any rights available to Holders upon the terms described in Section 4.4(a) or to arrange for the sale of the rights upon the terms described in Section 4.4(b), the Depositary shall allow such rights to lapse.

The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or practicable to make such rights available to Holders in general or any Holders in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or exercise, or (iii) the content of any materials forwarded to the Holders on behalf of the Company in connection with the rights distribution.

Notwithstanding anything to the contrary in this Section 4.4, if registration (under the Securities Act or any other applicable law) of the rights or the securities to which any rights relate may be required in order for the Company to offer such rights or such securities to Holders and to sell the securities represented by such rights, the Depositary will not distribute such rights to the Holders (i) unless and until a registration statement under the Securities Act (or other applicable law) covering such offering is in effect or (ii) unless the Company furnishes the Depositary opinion(s) of counsel for the Company in the United States and counsel to the Company in any other applicable country in which rights would be distributed, in each case satisfactory to the Depositary, to the effect that the offering and sale of such securities to Holders and Beneficial Owners are exempt from, or do not require registration under, the provisions of the Securities Act or any other applicable laws. A liquid market for rights may not exist, and this may adversely affect (1) the ability of the Depositary to dispose of such rights or (2) the amount the Depositary would realize upon disposal of rights.

In the event that the Company, the Depositary or the Custodian shall be required to withhold and does withhold from any distribution of property (including rights) an amount on account of taxes or other governmental charges, the amount distributed to the Holders of ADSs representing such Deposited Securities shall be reduced accordingly. In the event that the Depositary determines that any distribution in property (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, the Depositary may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable to pay any such taxes or charges.

There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive or exercise rights on the same terms and conditions as the holders of Shares or be able to exercise such rights. Nothing herein shall obligate the Company to file any registration statement in respect of any rights or Shares or other securities to be acquired upon the exercise of such rights.

Section 4.5 Distributions Other Than Cash, Shares or Rights to Purchase Shares.

(a) Whenever the Company intends to distribute to the holders of Deposited Securities property other than cash, Shares or rights to purchase additional Shares, the Company shall give timely notice thereof to the Depositary and shall indicate whether or not it wishes such distribution to be made to Holders of ADSs. Upon receipt of a notice indicating that the Company wishes such distribution be made to Holders of ADSs, the Depositary shall consult with the Company, and the Company shall assist the Depositary, to determine whether such distribution to Holders is lawful and reasonably practicable. The Depositary shall not make such distribution unless (i) the Company shall have requested the Depositary to make such distribution to Holders, (ii) the Depositary shall have received satisfactory documentation within the terms of Section 5.7, and (iii) the Depositary shall have determined that such distribution is reasonably practicable.

(b) Upon receipt of satisfactory documentation and the request of the Company to distribute property to Holders of ADSs and after making the requisite determinations set forth in (a) above, the Depositary shall distribute the property so received to the Holders of record, as of the ADS Record Date, in proportion to the number of ADSs held by them respectively and in such manner as the Depositary may deem practicable for accomplishing such distribution (i) upon receipt of payment or net of the applicable fees and charges of, and expenses incurred by, the Depositary, and (ii) net of any taxes withheld. The Depositary may dispose of all or a portion of the property so distributed and deposited, in such amounts and in such manner (including public or private sale) as the Depositary may deem practicable or necessary to satisfy any taxes (including applicable interest and penalties) or other governmental charges applicable to the distribution.

(c) If (i) the Company does not request the Depositary to make such distribution to Holders or requests not to make such distribution to Holders, (ii) the Depositary does not receive satisfactory documentation within the terms of Section 5.7, or (iii) the Depositary determines that all or a portion of such distribution is not reasonably practicable, the Depositary shall sell or cause such property to be sold in a public or private sale, at such place or places and upon such terms as it may deem practicable and shall (i) cause the proceeds of such sale, if any, to be converted into Dollars and (ii) distribute the proceeds of such conversion received by the Depositary (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) to the Holders as of the ADS Record Date upon the terms of Section 4.1. If the Depositary is unable to sell such property, the Depositary may dispose of such property for the account of the Holders in any way it deems reasonably practicable under the circumstances.

Section 4.6 Distributions with Respect to Deposited Securities in Bearer Form. Subject to the terms of this Article IV, distributions in respect of Deposited Securities that are held by the Depositary in bearer form shall be made to the Depositary for the account of the respective Holders of ADS(s) with respect to which any such distribution is made upon due presentation by the Depositary or the Custodian to the Company of any relevant coupons, talons, or certificates. The Company shall promptly notify the Depositary of such distributions. The Depositary or the Custodian shall promptly present such coupons, talons or certificates, as the case may be, in connection with any such distribution.

Section 4.7 Redemption. If the Company intends to exercise any right of redemption in respect of any of the Deposited Securities, the Company shall give notice thereof to the Depositary at least forty-five (45) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the intended date of redemption which notice shall set forth the particulars of the proposed redemption. Upon timely receipt of (i) such notice and (ii) satisfactory documentation given by the Company to the Depositary within the terms of Section 5.7, and only if the Depositary shall have determined that such proposed redemption is practicable, the Depositary shall provide to each Holder a notice setting forth the intended exercise by the Company of the redemption rights and any other particulars set forth in the Company's notice to the Depositary. The Depositary shall instruct the Custodian to present to the Company the Deposited Securities in respect of which redemption rights are being exercised against payment of the applicable redemption price. Upon receipt of confirmation from the Custodian that the redemption has taken place and that funds representing the redemption price have been received, the Depositary shall convert, transfer, and distribute the proceeds (net of applicable (a) fees and charges of, and the reasonable expenses incurred by, the Depositary, and (b) taxes), retire ADSs and cancel ADRs, if applicable, upon delivery of such ADSs by Holders thereof and the terms set forth in Sections 4.1 and 6.2. If less than all outstanding Deposited Securities are redeemed, the ADSs to be retired will be selected by lot or on a pro rata basis, as may be determined by the Depositary. The redemption price per ADS shall be the dollar equivalent of the per share amount received by the Depositary (adjusted to reflect the ADS(s)-to-Share(s) ratio) upon the redemption of the Deposited Securities represented by ADSs (subject to the terms of Section 4.8 and the applicable fees and charges of, and expenses incurred by, the Depositary, and taxes) multiplied by the number of Deposited Securities represented by each ADS redeemed.

Section 4.8 Conversion of Foreign Currency. Whenever the Depositary or the Custodian shall receive Foreign Currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, which in the judgment of the Depositary can at such time be converted on a practicable basis, by sale or in any other manner that it may determine in accordance with applicable law, into Dollars transferable to the United States and distributable to the Holders entitled thereto, the Depositary shall convert or cause to be converted, by sale or in any other manner that it may determine, such Foreign Currency into Dollars, and shall distribute such Dollars (net of any applicable fees, any reasonable and customary expenses incurred in such conversion and any expenses incurred on behalf of the Holders in complying with currency exchange control or other governmental requirements) in accordance with the terms of the applicable sections of the Deposit Agreement. If the Depositary shall have distributed warrants or other instruments that entitle the holders thereof to such Dollars, the Depositary shall distribute such Dollars to the holders of such warrants and/or instruments upon surrender thereof for cancellation, in either case without liability for interest thereon. Such distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Holders on account of any application of exchange restrictions or otherwise.

If such conversion or distribution generally or with regard to a particular Holder can be effected only with the approval or license of any government or agency thereof, the Depositary shall have authority to file such application for approval or license, if any, as it may deem desirable. In no event, however, shall the Depositary be obligated to make such a filing.

If at any time the Depositary shall determine that in its judgment the conversion of any Foreign Currency and the transfer and distribution of proceeds of such conversion received by the Depositary is not practicable or lawful, or if any approval or license of any governmental authority or agency thereof that is required for such conversion, transfer and distribution is denied or, in the opinion of the Depositary, not obtainable at a reasonable cost or within a reasonable period, the Depositary may, in its discretion, (i) make such conversion and distribution in Dollars to the Holders for whom such conversion, transfer and distribution is lawful and practicable, (ii) distribute the Foreign Currency (or an appropriate document evidencing the right to receive such Foreign Currency) to Holders for whom this is lawful and practicable or (iii) hold (or cause the Custodian to hold) such Foreign Currency (without liability for interest thereon) for the respective accounts of the Holders entitled to receive the same.

Section 4.9 Fixing of ADS Record Date. Whenever the Depositary shall receive notice of the fixing of a record date by the Company for the determination of holders of Deposited Securities entitled to receive any distribution (whether in cash, Shares, rights, or other distribution), or whenever for any reason the Depositary causes a change in the number of Shares that are represented by each ADS, or whenever the Depositary shall receive notice of any meeting of, or solicitation of consents or proxies of, holders of Shares or other Deposited Securities, or whenever the Depositary shall find it necessary or convenient in connection with the giving of any notice, solicitation of any consent or any other matter, the Depositary shall fix a record date (the "ADS Record Date") for the determination of the Holders of ADS(s) who shall be entitled to receive such distribution, to give instructions for the exercise of voting rights at any such meeting, to give or withhold such consent, to receive such notice or solicitation or to otherwise take action, or to exercise the rights of Holders with respect to such changed number of Shares represented by each ADS. The Depositary shall make reasonable efforts to establish the ADS Record Date as closely as possible to the applicable record date for the Deposited Securities (if any) set by the Company in the Cayman Islands. Subject to applicable law and the provisions of Section 4.1 through 4.8 and to the other terms and conditions of the Deposit Agreement, only the Holders of ADSs at the close of business in New York on such ADS Record Date shall be entitled to receive such distribution, to give such voting instructions, to receive such notice or solicitation, or otherwise take action.

Section 4.10 Voting of Deposited Securities.

As soon as practicable after receipt of notice of any meeting at which the holders of Deposited Securities are entitled to vote, or of solicitation of consents or proxies from holders of Deposited Securities, the Depositary shall fix the ADS Record Date in respect of such meeting or solicitation of consent or proxy in accordance with Section 4.9. The Depositary shall, if requested by the Company in writing in a timely manner (the Depositary having no obligation to take any further action if the request shall not have been received by the Depositary at least thirty (30) days prior to the date of such vote or meeting), at the Company's expense and provided no U.S. legal prohibitions exist, distribute as soon as practicable after receipt thereof to Holders as of the ADS Record Date: (a) such notice of meeting or solicitation of consent or proxy, (b) a statement that the Holders at the close of business on the ADS Record Date will be entitled, subject to any applicable law, the provisions of the Deposit Agreement, the Articles of Association of the Company and the provisions of or governing the Deposited Securities (which provisions, if any, shall be summarized in pertinent part by the Company), to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by such Holder's ADSs, and (c) a brief statement as to the manner in which such voting instructions may be given to the Depositary or in which voting instructions may be deemed to have been given in accordance with this Section 4.10 if no instructions are received prior to the deadline set for such purposes to the Depositary to give a discretionary proxy to a person designated by the Company.

Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by law or regulations, or by the requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of, or solicitation of consents or proxies from, holders of Deposited Securities, distribute to the Holders a notice that provides Holders with, or otherwise publicize to Holders, instructions on how to retrieve such materials or receive such materials upon request (*i.e.*, by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials).

The Depositary has been advised by the Company that under the Cayman Islands law as in effect as of the date of the Deposit Agreement, voting at any meeting of shareholders of the Company is by show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded. The Depositary will not join in demanding a poll, whether or not requested to do so by Holders of ADSs. Under the Articles of Association of the Company (as in effect on the date of the Deposit Agreement) a poll may be demanded by the chairman or any shareholder holding at least ten percent of the Shares given a right to vote at the meeting, present in person or by proxy.

Voting instructions may be given only in respect of a number of ADSs representing an integral number of Deposited Securities. Upon the timely receipt from a Holder of ADSs as of the ADS Record Date of voting instructions in the manner specified by the Depositary, the Depositary shall endeavor, insofar as practicable and permitted under applicable law, the provisions of the Deposit Agreement, the Articles of Association of the Company and the provisions of the Deposited Securities, to vote, or cause the Custodian to vote, the Deposited Securities (in person or by proxy) represented by such Holder's ADSs as follows: (i) in the event voting takes place at a shareholders' meeting by show of hands, the Depositary will instruct the Custodian to vote in accordance with the voting instructions received from a majority of Holders of ADSs who provided voting instructions and (ii) in the event voting takes place at a shareholders' meeting by poll, the Depositary will instruct the Custodian to vote the Deposited Securities in accordance with the voting instructions received from the Holders of ADSs. If the Depositary does not receive instructions from a Holder as of the ADS Record Date on or before the date established by the Depositary for such purpose and voting is by poll, such Holder shall be deemed, and the Depositary shall (unless otherwise specified in the notice distributed to Holders) deem such Holder, to have instructed the Depositary to give a discretionary proxy to a person designated by the Company to vote the Deposited Securities; provided, however, that no such discretionary proxy shall be given by the Depositary with respect to any matter to be voted upon as to which the Company informs the Depositary that (A) the Company does not wish such proxy to be given, (B) substantial opposition exists, or (C) the rights of holders of Deposited Securities may be materially adversely affected.

Neither the Depositary nor the Custodian shall under any circumstances exercise any discretion as to voting and neither the Depositary nor the Custodian shall vote, attempt to exercise the right to vote, or in any way make use of, for purposes of establishing a quorum or otherwise, the Deposited Securities represented by ADSs, except pursuant to and in accordance with the voting instructions timely received from Holders or as otherwise contemplated herein. If the Depositary timely receives voting instructions from a Holder which fail to specify the manner in which the Depositary is to vote the Deposited Securities represented by such Holder's ADSs, the Depositary will deem such Holder (unless otherwise specified in the notice distributed to Holders) to have instructed the Depositary to vote in favor of the items set forth in such voting instructions. Deposited Securities represented by ADSs for which no timely voting instructions are received by the Depositary from the Holder shall not be voted (except (i) in the case voting at the shareholders meeting is by show of hands, in which case the Depositary will instruct the Custodian to vote all Deposited Securities in accordance with the voting instructions received from a majority of Holders of ADSs who provided voting instructions and (ii) as contemplated in this Section 4.10). Notwithstanding anything else contained herein, the Depositary shall, if so requested in writing by the Company, represent all Deposited Securities (whether or not voting instructions have been received in respect of such Deposited Securities from Holders as of the ADS Record Date) for the sole purpose of establishing quorum at a meeting of shareholders.

Notwithstanding anything else contained in the Deposit Agreement or any ADR, the Depositary shall not have any obligation to take any action with respect to any meeting, or solicitation of consents or proxies, of holders of Deposited Securities if the taking of such action would violate U.S. laws. The Company agrees to take any and all actions reasonably necessary and as permitted by Cayman Islands law to enable Holders and Beneficial Owners to exercise the voting rights accruing to the Deposited Securities and to deliver to the Depositary an opinion of U.S. counsel addressing any actions requested to be taken if so requested by the Depositary.

There can be no assurance that Holders generally or any Holder in particular will receive the notice described above with sufficient time to enable the Holder to return voting instructions to the Depositary in a timely manner.

Section 4.11 Changes Affecting Deposited Securities. Upon any change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger, consolidation or sale of assets affecting the Company or to which it is a party, any securities which shall be received by the Depositary or the Custodian in exchange for, or in conversion of or replacement of or otherwise in respect of, such Deposited Securities shall, to the extent permitted by law, be treated as new Deposited Securities under the Deposit Agreement, and the ADRs shall, subject to the provisions of the Deposit Agreement and applicable law, evidence ADSs representing the right to receive such additional or replacement securities, as applicable. In giving effect to such change, split-up, cancellation, consolidation or other reclassification of Deposited Securities, recapitalization, reorganization, merger, consolidation or sale of assets, the Depositary may, with the Company's approval, and shall, if the Company shall so request, subject to the terms of the Deposit Agreement and receipt of an opinion of counsel to the Company satisfactory to the Depositary that such actions are not in violation of any applicable laws or regulations, (i) issue and deliver additional ADSs as in the case of a stock dividend on the Shares, (ii) amend the Deposit Agreement and the applicable ADRs, (iii) amend the applicable Registration Statement(s) on Form F-6 as filed with the Commission in respect of the ADSs, (iv) call for the surrender of outstanding ADRs to be exchanged for new ADRs, and (v) take such other actions as are appropriate to reflect the transaction with respect to the ADSs. The Company agrees to, jointly with the Depositary, amend the Registration Statement on Form F-6 as filed with the Commission to permit the issuance of such new form of ADRs. Notwithstanding the foregoing, in the event that any security so received may not be lawfully distributed to some or all Holders, the Depositary may, with the Company's approval, and shall, if the Company requests, subject to receipt of an opinion of Company's counsel satisfactory to the Depositary that such action is not in violation of any applicable laws or regulations, sell such securities at public or private sale, at such place or places and upon such terms as it may deem proper and may allocate the net proceeds of such sales (net of (a) fees and charges of, and reasonable expenses incurred by, the Depositary and (b) taxes) for the account of the Holders otherwise entitled to such securities upon an averaged or other practicable basis without regard to any distinctions among such Holders and distribute the net proceeds so allocated to the extent practicable as in the case of a distribution received in cash pursuant to Section 4.1. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or feasible to make such securities available to Holders in general or to any Holder in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or (iii) any liability to the purchaser of such securities.

Section 4.12 Available Information.

The Company is subject to the periodic reporting requirements of the Exchange Act and, accordingly, is required to file or submit certain reports with the Commission. These reports can be retrieved from the Commission's website (www.sec.gov) and can be inspected and copied at the public reference facilities maintained by the Commission located (as of the date of the Deposit Agreement) at 100 F Street, N.E., Washington D.C. 20549.

Section 4.13 Reports. The Depositary shall make available for inspection by Holders at its Principal Office any reports and communications, including any proxy soliciting materials, received from the Company which are both (a) received by the Depositary, the Custodian, or the nominee of either of them as the holder of the Deposited Securities and (b) made generally available to the holders of such Deposited Securities by the Company. The Depositary shall also provide or make available to Holders copies of such reports when furnished by the Company pursuant to Section 5.6.

Section 4.14 List of Holders. Promptly upon written request by the Company, the Depositary shall furnish to it a list, as of a recent date, of the names, addresses and holdings of ADSs of all Holders.

Section 4.15 Taxation. The Depositary will, and will instruct the Custodian to, forward to the Company or its agents such information from its records as the Company may reasonably request to enable the Company or its agents to file the necessary tax reports with governmental authorities or agencies. The Depositary, the Custodian or the Company and its agents may (but shall not be obligated to) file such reports as are necessary to reduce or eliminate applicable taxes on dividends and on other distributions in respect of Deposited Securities under applicable tax treaties or laws for the Holders and Beneficial Owners. In accordance with instructions from the Company and to the extent practicable, the Depositary or the Custodian will take reasonable administrative actions to obtain tax refunds, reduced withholding of tax at source on dividends and other benefits under applicable tax treaties or laws with respect to dividends and other distributions on the Deposited Securities. As a condition to receiving such benefits, Holders and Beneficial Owners of ADSs may be required from time to time, and in a timely manner, to file such proof of taxpayer status, residence and beneficial ownership (as applicable), to execute such certificates and to make such representations and warranties, or to provide any other information or documents, as the Depositary or the Custodian may deem necessary or proper to fulfill the Depositary's or the Custodian's obligations under applicable law. The Holders and Beneficial Owners shall indemnify the Depositary, the Company, the Custodian and any of their respective directors, employees, agents and Affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained.

If the Company (or any of its agents) withholds from any distribution any amount on account of taxes or governmental charges, or pays any other tax in respect of such distribution (*i.e.*, stamp duty tax, capital gains or other similar tax), the Company shall (and shall cause such agent to) remit promptly to the Depositary information about such taxes or governmental charges withheld or paid, and, if so requested, the tax receipt (or other proof of payment to the applicable governmental authority) therefor, in each case, in a form satisfactory to the Depositary. The Depositary shall, to the extent required by U.S. law, report to Holders any taxes withheld by it or the Custodian, and, if such information is provided to it by the Company, any taxes withheld by the Company. The Depositary and the Custodian shall not be required to provide the Holders with any evidence of the remittance by the Company (or its agents) of any taxes withheld, or of the payment of taxes by the Company, except to the extent the evidence is provided by the Company to the Depositary or the Custodian, as applicable. Neither the Depositary nor the Custodian shall be liable for the failure by any Holder or Beneficial Owner to obtain the benefits of credits on the basis of non-U.S. tax paid against such Holder's or Beneficial Owner's income tax liability.

The Depositary is under no obligation to provide the Holders and Beneficial Owners with any information about the tax status of the Company. The Depositary shall not incur any liability for any tax consequences that may be incurred by Holders and Beneficial Owners on account of their ownership of the ADSs, including without limitation, tax consequences resulting from the Company (or any of its subsidiaries) being treated as a "Passive Foreign Investment Company" (in each case as defined in the U.S. Internal Revenue Code and the regulations issued thereunder) or otherwise.

ARTICLE V

THE DEPOSITARY, THE CUSTODIAN AND THE COMPANY

Section 5.1 Maintenance of Office and Transfer Books by the Registrar. Until termination of the Deposit Agreement in accordance with its terms, the Registrar shall maintain in the Borough of Manhattan, the City of New York, an office and facilities for the issuance and delivery of ADSs, the acceptance for surrender of ADS(s) for the purpose of withdrawal of Deposited Securities, the registration of issuances, cancellations, transfers, combinations and split-ups of ADS(s) and, if applicable, to countersign ADRs evidencing the ADSs so issued, transferred, combined or split-up, in each case in accordance with the provisions of the Deposit Agreement.

The Registrar shall keep books for the registration of ADSs which at all reasonable times shall be open for inspection by the Company and by the Holders of such ADSs, provided that such inspection shall not be, to the Registrar's knowledge, for the purpose of communicating with Holders of such ADSs in the interest of a business or object other than the business of the Company or other than a matter related to the Deposit Agreement or the ADSs.

The Registrar may close the transfer books with respect to the ADSs, at any time or from time to time, when deemed necessary or advisable by it in good faith in connection with the performance of its duties hereunder, or at the reasonable written request of the Company subject, in all cases, to Section 7.8.

If any ADSs are listed on one or more stock exchanges or automated quotation systems in the United States, the Depositary shall act as Registrar or appoint a Registrar or one or more co-registrars for registration of issuances, cancellations, transfers, combinations and split-ups of ADSs and, if applicable, to countersign ADRs evidencing the ADSs so issued, transferred, combined or split-up, in accordance with any requirements of such exchanges or systems. Such Registrar or co-registrars may be removed and a substitute or substitutes appointed by the Depositary. The Depositary shall promptly notify the Company of any such removal or appointment.

Section 5.2 Exoneration. Neither the Depositary nor the Company shall be obligated to do or perform any act which is inconsistent with the provisions of the Deposit Agreement or incur any liability (i) if the Depositary or the Company shall be prevented or forbidden from, or delayed in, doing or performing any act or thing required by the terms of the Deposit Agreement, by reason of any provision of any present or future law or regulation of the United States, the Cayman Islands or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of the Articles of Association of the Company or any provision of or governing any Deposited Securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, acts of terrorism, revolutions, rebellions, explosions and computer failure), (ii) by reason of any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement or in the Articles of Association of the Company or provisions of or governing Deposited Securities, (iii) for any action or inaction in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, any Beneficial Owner or authorized representative thereof, or any other person believed by it in good faith to be competent to give such advice or information, (iv) for the inability by a Holder or Beneficial Owner to benefit from any distribution, offering, right or other benefit which is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Holders of ADSs, or (v) for any consequential or punitive damages for any breach of the terms of the Deposit Agreement.

The Depositary, its controlling persons, its agents, any Custodian and the Company, its controlling persons and its agents may rely and shall be protected in acting upon any written notice, request or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

No disclaimer of liability under the Securities Act is intended by any provision of the Deposit Agreement.

Section 5.3 Standard of Care. The Company and the Depositary assume no obligation and shall not be subject to any liability under the Deposit Agreement or any ADRs to any Holder(s) or Beneficial Owner(s), except that the Company and the Depositary agree to perform their respective obligations specifically set forth in the Deposit Agreement or the applicable ADRs without negligence or bad faith.

Without limitation of the foregoing, neither the Depositary, nor the Company, nor any of their respective controlling persons, or agents, shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the ADSs, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required (and no Custodian shall be under any obligation whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depositary).

The Depositary and its agents shall not be liable for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any vote is cast or the effect of any vote, provided that any such action or omission is in good faith and in accordance with the terms of the Deposit Agreement. The Depositary shall not incur any liability for any failure to determine that any distribution or action may be lawful or reasonably practicable, for the content of any information submitted to it by the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities or for any tax consequences that may result from the ownership of ADSs, Shares or Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, for the failure or timeliness of any notice from the Company, or for any action of or failure to act by, or any information provided or not provided by, DTC or any DTC Participant.

Section 5.4 Resignation and Removal of the Depositary; Appointment of Successor Depositary. The Depositary may at any time resign as Depositary hereunder by written notice of resignation delivered to the Company, such resignation to be effective on the earlier of (i) the 90th day after delivery thereof to the Company (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2), or (ii) the appointment by the Company of a successor depositary and its acceptance of such appointment as hereinafter provided.

The Depositary may at any time be removed by the Company by written notice of such removal, which removal shall be effective on the later of (i) the 90th day after delivery thereof to the Depositary (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2), or (ii) upon the appointment by the Company of a successor depositary and its acceptance of such appointment as hereinafter provided.

In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, the City of New York. Every successor depositary shall be required by the Company to execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depositary, without any further act or deed (except as required by applicable law), shall become fully vested with all the rights, powers, duties and obligations of its predecessor (other than as contemplated in Sections 5.8 and 5.9). The predecessor depositary, upon payment of all sums due it and on the written request of the Company shall, (i) execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder (other than as contemplated in Sections 5.8 and 5.9), (ii) duly assign, transfer and deliver all right, title and interest to the Deposited Securities to such successor, and (iii) deliver to such successor a list of the Holders of all outstanding ADSs and such other information relating to ADSs and Holders thereof as the successor may reasonably request. Any such successor depositary shall promptly provide notice of its appointment to such Holders.

Any corporation into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

Section 5.5 The Custodian. The Depositary has initially appointed Citibank, N.A. - Hong Kong as Custodian for the purpose of the Deposit Agreement. The Custodian or its successors in acting hereunder shall be subject at all times and in all respects to the direction of the Depositary for the Deposited Securities for which the Custodian acts as custodian and shall be responsible solely to it. If any Custodian resigns or is discharged from its duties hereunder with respect to any Deposited Securities and no other Custodian has previously been appointed hereunder, the Depositary shall promptly appoint a substitute custodian. The Depositary shall require such resigning or discharged Custodian to Deliver, or cause the Delivery of, the Deposited Securities held by it, together with all such records maintained by it as Custodian with respect to such Deposited Securities as the Depositary may request, to the Custodian designated by the Depositary. Whenever the Depositary determines, in its discretion, that it is appropriate to do so, it may appoint an additional custodian with respect to any Deposited Securities, or discharge the Custodian with respect to any Deposited Securities and appoint a substitute custodian, which shall thereafter be Custodian hereunder with respect to the Deposited Securities. Immediately upon any such change, the Depositary shall give notice thereof in writing to all Holders of ADSs, each other Custodian and the Company.

Upon the appointment of any successor depositary, any Custodian then acting hereunder shall, unless otherwise instructed by the Depositary, continue to be the Custodian of the Deposited Securities without any further act or writing, and shall be subject to the direction of the successor depositary. The successor depositary so appointed shall, nevertheless, on the written request of any Custodian, execute and deliver to such Custodian all such instruments as may be proper to give to such Custodian full and complete power and authority to act on the direction of such successor depositary.

Section 5.6 Notices and Reports. On or before the first date on which the Company gives notice, by publication or otherwise, of any meeting of holders of Shares or other Deposited Securities, or of any adjourned meeting of such holders, or of the taking of any action by such holders other than at a meeting, or of the taking of any action in respect of any cash or other distributions or the offering of any rights in respect of Deposited Securities, the Company shall transmit to the Depositary and the Custodian a copy of the notice thereof in the English language but otherwise in the form given or to be given to holders of Shares or other Deposited Securities. The Company shall also furnish to the Custodian and the Depositary a summary, in English, of any applicable provisions or proposed provisions of the Articles of Association of the Company that may be relevant or pertain to such notice of meeting or be the subject of a vote thereat.

The Depositary shall arrange, at the request of the Company and at the Company's expense, to provide copies thereof to all Holders or make such notices, reports and other communications available to all Holders on a basis similar to that for holders of Shares or other Deposited Securities or on such other basis as the Company may advise the Depositary or as may be required by any applicable law, regulation or stock exchange requirement. The Company has delivered to the Depositary and the Custodian a copy of the Company's Articles of Association along with the provisions of or governing the Shares and any other Deposited Securities issued by the Company in connection with such Shares, and promptly upon any amendment thereto or change therein, the Company shall deliver to the Depositary and the Custodian a copy of such amendment thereto or change therein. The Depositary may rely upon such copy for all purposes of the Deposit Agreement.

The Depositary will, at the expense of the Company, make available a copy of any such notices, reports or communications issued by the Company and delivered to the Depositary for inspection by the Holders of the ADSs at the Depositary's Principal Office, at the office of the Custodian and at any other designated transfer office.

Section 5.7 Issuance of Additional Shares, ADSs etc. The Company agrees that in the event it or any of its Affiliates proposes (i) an issuance, sale or distribution of additional Shares, (ii) an offering of rights to subscribe for Shares or other Deposited Securities, (iii) an issuance or assumption of securities convertible into or exchangeable for Shares, (iv) an issuance of rights to subscribe for securities convertible into or exchangeable for Shares, (v) an elective dividend of cash or Shares, (vi) a redemption of Deposited Securities, (vii) a meeting of holders of Deposited Securities, or solicitation of consents or proxies, relating to any reclassification of securities, merger or consolidation or transfer of assets, or (viii) any assumption, reclassification, recapitalization, reorganization, merger, consolidation or sale of assets which affects the Deposited Securities, it will obtain U.S. legal advice and take all steps necessary to ensure that the proposed transaction does not violate the registration provisions of the Securities Act, or any other applicable laws (including, without limitation, the Investment Company Act of 1940, as amended, the Exchange Act and the securities laws of the states of the U.S.). In support of the foregoing, the Company will furnish to the Depositary (a) a written opinion of U.S. counsel (reasonably satisfactory to the Depositary) stating whether such transaction (1) requires a registration statement under the Securities Act to be in effect or (2) is exempt from the registration requirements of the Securities Act and (b) an opinion of the Cayman Islands counsel stating that (1) making the transaction available to Holders and Beneficial Owners does not violate the laws or regulations of the Cayman Islands and (2) all requisite regulatory consents and approvals have been obtained in the Cayman Islands. If the filing of a registration statement is required, the Depositary shall not have any obligation to proceed with the transaction unless it shall have received evidence reasonably satisfactory to it that such registration statement has been declared effective. If, being advised by counsel, the Company determines that a transaction is required to be registered under the Securities Act, the Company will either (i) register such transaction to the extent necessary, (ii) alter the terms of the transaction to avoid the registration requirements of the Securities Act or (iii) direct the Depositary to take specific measures, in each case as contemplated in the Deposit Agreement, to prevent such transaction from violating the registration requirements of the Securities Act. The Company agrees with the Depositary that neither the Company nor any of its Affiliates will at any time (i) deposit any Shares or other Deposited Securities, either upon original issuance or upon a sale of Shares or other Deposited Securities previously issued and reacquired by the Company or by any such Affiliate, or (ii) issue additional Shares, rights to subscribe for such Shares, securities convertible into or exchangeable for Shares or rights to subscribe for such securities, unless such transaction and the securities issuable in such transaction do not violate the registration provisions of the Securities Act, or any other applicable laws (including, without limitation, the Investment Company Act of 1940, as amended, the Exchange Act and the securities laws of the states of the U.S.).

Notwithstanding anything else contained in the Deposit Agreement, nothing in the Deposit Agreement shall be deemed to obligate the Company to file any registration statement in respect of any proposed transaction.

Section 5.8 Indemnification. The Depositary agrees to indemnify the Company and its directors, officers, employees, agents and Affiliates against, and hold each of them harmless from, any direct loss, liability, tax, charge or expense of any kind whatsoever (including, but not limited to, the reasonable fees and expenses of counsel) which may arise out of acts performed or omitted by the Depositary and the Custodian (for so long as the Custodian is a branch of Citibank, N.A.) under the terms hereof due to the negligence or bad faith of the Depositary or such Custodian, as applicable.

The Company agrees to indemnify the Depositary, the Custodian and any of their respective directors, officers, employees, agents and Affiliates against, and hold each of them harmless from, any direct loss, liability, tax, charge or expense of any kind whatsoever (including, but not limited to, the reasonable fees and expenses of counsel) that may arise (a) out of or in connection with any offer, issuance, sale, resale, transfer, deposit or withdrawal of ADRs, ADSs, the Shares, or other Deposited Securities, as the case may be, (b) out of or as a result of any offering documents in respect thereof or (c) out of acts performed or omitted, including, but not limited to, any delivery by the Depositary on behalf of the Company of information regarding the Company in connection with the Deposit Agreement, the ADRs, the ADSs, the Shares, or any Deposited Securities, in any such case (i) by the Depositary, the Custodian or any of their respective directors, officers, employees, agents and Affiliates, except to the extent such loss, liability, tax, charge or expense is due to the negligence or bad faith of any of them, or (ii) by the Company or any of its directors, officers, employees, agents and Affiliates. The Company shall not indemnify the Depositary or the Custodian (for so long as the Custodian is a branch of Citibank, N.A.) against any liability or expense arising out of information relating to the Depositary or such Custodian, as the case may be, furnished in a signed writing to the Company, executed by the Depositary or such Custodian expressly for use in any registration statement, prospectus or preliminary prospectus relating to any Deposited Securities represented by the ADSs.

The obligations set forth in this Section shall survive the termination of the Deposit Agreement and the succession or substitution of any party hereto.

Any person seeking indemnification hereunder (an "indemnified person") shall notify the person from whom it is seeking indemnification (the "indemnifying person") of the commencement of any indemnifiable action or claim promptly after such indemnified person becomes aware of such commencement (provided that the failure to make such notification shall not affect such indemnified person's rights to seek indemnification except to the extent the indemnifying person is materially prejudiced by such failure) and shall consult in good faith with the indemnifying person as to the conduct of the defense of such action or claim that may give rise to an indemnity hereunder, which defense shall be reasonable in the circumstances. No indemnified person shall compromise or settle any action or claim that may give rise to an indemnity hereunder without the consent of the indemnifying person, which consent shall not be unreasonably withheld.

Section 5.9 Fees and Charges of Depositary. The Company, the Holders, the Beneficial Owners, and persons depositing Shares or surrendering ADSs for cancellation and withdrawal of Deposited Securities shall be required to pay to the Depositary the Depositary's fees and related charges identified as payable by them respectively in the Fee Schedule attached hereto as Exhibit B. All fees and charges so payable may, at any time and from time to time, be changed by agreement between the Depositary and the Company, but, in the case of fees and charges payable by Holders and Beneficial Owners, only in the manner contemplated in Section 6.1. The Depositary shall provide, without charge, a copy of its latest fee schedule to anyone upon request.

Depositary Fees payable upon (i) deposit of Shares against issuance of ADSs and (ii) surrender of ADSs for cancellation and withdrawal of Deposited Securities will be charged by the Depositary to the person to whom the ADSs so issued are delivered (in the case of ADS issuances) and to the person who delivers the ADSs for cancellation to the Depositary (in the case of ADS cancellations). In the case of ADSs issued by the Depositary into DTC or presented to the Depositary via DTC, the ADS issuance and cancellation fees will be payable to the Depositary by the DTC Participant(s) receiving the ADSs from the Depositary or the DTC Participant(s) surrendering the ADSs to the Depositary for cancellation, as the case may be, on behalf of the Beneficial Owner(s) and will be charged by the DTC Participant(s) to the account(s) of the applicable Beneficial Owner(s) in accordance with the procedures and practices of the DTC participant(s) as in effect at the time. Depositary fees in respect of distributions and the Depositary services fee are payable to the Depositary by Holders as of the applicable ADS Record Date established by the Depositary. In the case of distributions of cash, the amount of the applicable Depositary fees is deducted by the Depositary from the funds being distributed. In the case of distributions other than cash and the Depositary service fee, the Depositary will invoice the applicable Holders as of the ADS Record Date established by the Depositary. For ADSs held through DTC, the Depositary fees for distributions other than cash and the Depositary service fee are charged by the Depositary to the DTC Participants in accordance with the procedures and practices prescribed by DTC from time to time and the DTC Participants in turn charge the amount of such fees to the Beneficial Owners for whom they hold ADSs.

The Depositary may remit to the Company all or a portion of the Depositary fees charged for the reimbursement of certain expenses incurred by the Company in respect of the ADR program established pursuant to the Deposit Agreement upon such terms and conditions as the Company and the Depositary may agree from time to time. The Company shall pay to the Depositary such fees and charges and reimburse the Depositary for such out-of-pocket expenses as the Depositary and the Company may agree from time to time. Responsibility for payment of such charges and reimbursements may from time to time be changed by agreement between the Company and the Depositary. Unless otherwise agreed, the Depositary shall present its statement for such expenses and fees or charges to the Company once every three months. The charges and expenses of the Custodian are for the sole account of the Depositary.

The right of the Depositary to receive payment of fees, charges and expenses as provided above shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary as described in Section 5.4, such right shall extend for those fees, charges and expenses incurred prior to the effectiveness of such resignation or removal.

Section 5.10 Pre-Release Transactions. Subject to the further terms and provisions of this Section 5.10, the Depositary, its Affiliates and their agents, on their own behalf, may own and deal in any class of securities of the Company and its Affiliates and in ADSs. In its capacity as Depositary, the Depositary shall not lend Shares or ADSs; provided, however, that the Depositary may (i) issue ADSs prior to the receipt of Shares pursuant to Section 2.3 and (ii) deliver Shares prior to the receipt of ADSs for withdrawal of Deposited Securities pursuant to Section 2.7, including ADSs which were issued under (i) above but for which Shares may not have been received (each such transaction a "Pre-Release Transaction"). The Depositary may receive ADSs in lieu of Shares under (i) above and receive Shares in lieu of ADSs under (ii) above. Each such Pre-Release Transaction will be (a) subject to a written agreement whereby the person or entity (the "Applicant") to whom ADSs or Shares are to be delivered (w) represents that at the time of the Pre-Release Transaction the Applicant or its customer owns the Shares or ADSs that are to be delivered by the Applicant under such Pre-Release Transaction, (x) agrees to indicate the Depositary as owner of such Shares or ADSs in its records and to hold such Shares or ADSs in trust for the Depositary until such Shares or ADSs are delivered to the Depositary or the Custodian, (y) unconditionally guarantees to deliver to the Depositary or the Custodian, as applicable, such Shares or ADSs, and (z) agrees to any additional restrictions or requirements that the Depositary deems appropriate, (b) at all times fully collateralized with cash, U.S. government securities or such other collateral as the Depositary deems appropriate, (c) terminable by the Depositary on not more than five (5) business days' notice and (d) subject to such further indemnities and credit regulations as the Depositary deems appropriate. The Depositary will normally limit the number of ADSs and Shares involved in such Pre-Release Transactions at any one time to thirty percent (30%) of the ADSs outstanding (without giving effect to ADSs outstanding under (i) above), provided, however, that the Depositary reserves the right to change or disregard such limit from time to time as it deems appropriate.

The Depositary may also set limits with respect to the number of ADSs and Shares involved in Pre-Release Transactions with any one person on a case-by-case basis as it deems appropriate. The Depositary may retain for its own account any compensation received by it in conjunction with the foregoing. Collateral provided pursuant to (b) above, but not the earnings thereon, shall be held for the benefit of the Holders (other than the Applicant).

Section 5.11 Restricted Securities Owners. The Company agrees to advise in writing each of the persons or entities who, to the knowledge of the Company, holds Restricted Securities that such Restricted Securities are ineligible for deposit hereunder (except under the circumstances contemplated in Section 2.14) and, to the extent practicable, shall require each of such persons to represent in writing that such person will not deposit Restricted Securities hereunder (except under the circumstances contemplated in Section 2.14).

ARTICLE VI

AMENDMENT AND TERMINATION

Section 6.1 Amendment/Supplement. Subject to the terms and conditions of this Section 6.1 and applicable law, the ADRs outstanding at any time, the provisions of the Deposit Agreement and the form of ADR attached hereto and to be issued under the terms hereof may at any time and from time to time be amended or supplemented by written agreement between the Company and the Depositary in any respect which they may deem necessary or desirable without the prior written consent of the Holders or Beneficial Owners. Any amendment or supplement which shall impose or increase any fees or charges (other than charges in connection with foreign exchange control regulations, and taxes and other governmental charges, delivery and other such expenses), or which shall otherwise materially prejudice any substantial existing right of Holders or Beneficial Owners, shall not, however, become effective as to outstanding ADSs until the expiration of thirty (30) days after notice of such amendment or supplement shall have been given to the Holders of outstanding ADSs. Notice of any amendment to the Deposit Agreement or any ADR shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided, however, that, in each such case, the notice given to the Holders identifies a means for Holders and Beneficial Owners to retrieve or receive the text of such amendment (*i.e.*, upon retrieval from the Commission's, the Depositary's or the Company's website or upon request from the Depositary). The parties hereto agree that any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act or (b) the ADSs to be settled solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to materially prejudice any substantial rights of Holders or Beneficial Owners. Every Holder and Beneficial Owner at the time any amendment or supplement so becomes effective shall be deemed, by continuing to hold such ADSs, to consent and agree to such amendment or supplement and to be bound by the Deposit Agreement and the ADR, if applicable, as amended or supplemented thereby. In no event shall any amendment or supplement impair the right of the Holder to surrender such ADS and receive therefor the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Notwithstanding the foregoing, if any governmental body should adopt new laws, rules or regulations which would require an amendment of, or supplement to, the Deposit Agreement to ensure compliance therewith, the Company and the Depositary may amend or supplement the Deposit Agreement and any ADRs at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement and any ADRs in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance with such laws, rules or regulations.

Section 6.2 Termination. The Depositary shall, at any time at the written direction of the Company, terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. If ninety (90) days shall have expired after (i) the Depositary shall have delivered to the Company a written notice of its election to resign, or (ii) the Company shall have delivered to the Depositary a written notice of the removal of the Depositary, and, in either case, a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.4 of the Deposit Agreement, the Depositary may terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. The date so fixed for termination of the Deposit Agreement in any termination notice so distributed by the Depositary to the Holders of ADSs is referred to as the "Termination Date". Until the Termination Date, the Depositary shall continue to perform all of its obligations under the Deposit Agreement, and the Holders and Beneficial Owners will be entitled to all of their rights under the Deposit Agreement.

If any ADSs shall remain outstanding after the Termination Date, the Registrar and the Depositary shall not, after the Termination Date, have any obligation to perform any further acts under the Deposit Agreement, except that the Depositary shall, subject, in each case, to the terms and conditions of the Deposit Agreement, continue to (i) collect dividends and other distributions pertaining to Deposited Securities, (ii) sell securities and other property received in respect of Deposited Securities, (iii) deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any securities or other property, in exchange for ADSs surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the fees and charges of, and reasonable expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (iv) take such actions as may be required under applicable law in connection with its role as Depositary under the Deposit Agreement.

At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under the Deposit Agreement and shall after such sale hold un-invested the net proceeds of such sale, together with any other cash then held by it under the Deposit Agreement, in an un-segregated account and without liability for interest, for the pro - rata benefit of the Holders whose ADSs have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement except (i) to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the fees and charges of, and reasonable expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (ii) as may be required at law in connection with the termination of the Deposit Agreement. After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement, except for its obligations to the Depositary under Sections 5.8, 5.9 and 7.6 of the Deposit Agreement. The obligations under the terms of the Deposit Agreement of Holders and Beneficial Owners of ADSs outstanding as of the Termination Date shall survive the Termination Date and shall be discharged only when the applicable ADSs are presented by their Holders to the Depositary for cancellation under the terms of the Deposit Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Counterparts. The Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same agreement. Copies of the Deposit Agreement shall be maintained with the Depositary and shall be open to inspection by any Holder during business hours.

Section 7.2 No Third-Party Beneficiaries. The Deposit Agreement is for the exclusive benefit of the parties hereto (and their successors) and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person, except to the extent specifically set forth in the Deposit Agreement. Nothing in the Deposit Agreement shall be deemed to give rise to a partnership or joint venture among the parties nor establish a fiduciary or similar relationship among the parties. The parties hereto acknowledge and agree that (i) the Depositary and its Affiliates may at any time have multiple banking relationships with the Company and its Affiliates, (ii) the Depositary and its Affiliates may be engaged at any time in transactions in which parties adverse to the Company or the Holders or Beneficial Owners may have interests and (iii) nothing contained in the Deposit Agreement shall (a) preclude the Depositary or any of its Affiliates from engaging in such transactions or establishing or maintaining such relationships, and (b) obligate the Depositary or any of its Affiliates to disclose such transactions or relationships or to account for any profit made or payment received in such transactions or relationships.

Section 7.3 Severability. In case any one or more of the provisions contained in the Deposit Agreement or in the ADRs should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby.

Section 7.4 Holders and Beneficial Owners as Parties; Binding Effect. The Holders and Beneficial Owners from time to time of ADSs issued hereunder shall be parties to the Deposit Agreement and shall be bound by all of the terms and conditions hereof and of any ADR evidencing their ADSs by acceptance thereof or any beneficial interest therein.

Section 7.5 Notices. Any and all notices to be given to the Company shall be deemed to have been duly given if personally delivered or sent by mail, air courier or cable, telex or facsimile transmission, confirmed by letter personally delivered or sent by mail or air courier, addressed to 23/F, Jing An Center, 8 North Third Ring Road East, Beijing, 100028, PRC, attention: Ms. Hui Huang, Chief Financial Officer (facsimile number: +(86) 10 5108-5666) or to any other address which the Company may specify in writing to the Depositary.

Any and all notices to be given to the Depositary shall be deemed to have been duly given if personally delivered or sent by mail, air courier or cable, telex or facsimile transmission, confirmed by letter personally delivered or sent by mail or air courier, addressed to Citibank, N.A., 388 Greenwich Street, New York, New York 10013, U.S.A., Attention: Depositary Receipts Department (facsimile number: 212-816-6865), or to any other address which the Depositary may specify in writing to the Company.

Any and all notices to be given to any Holder shall be deemed to have been duly given if (a) personally delivered or sent by mail or cable, telex or facsimile transmission, confirmed by letter, addressed to such Holder at the address of such Holder as it appears on the books of the Depositary or, if such Holder shall have filed with the Depositary a request that notices intended for such Holder be mailed to some other address, at the address specified in such request, or (b) if a Holder shall have designated such means of notification as an acceptable means of notification under the terms of the Deposit Agreement, by means of electronic messaging addressed for delivery to the e-mail address designated by the Holder for such purpose. Notice to Holders shall be deemed to be notice to Beneficial Owners for all purposes of the Deposit Agreement. Failure to notify a Holder or any defect in the notification to a Holder shall not affect the sufficiency of notification to other Holders or to the Beneficial Owners of ADSs held by such other Holders.

Delivery of a notice sent by mail, air courier or cable, telex or facsimile transmission shall be deemed to be effective at the time when a duly addressed letter containing the same (or a confirmation thereof in the case of a cable, telex or facsimile transmission) is deposited, postage prepaid, in a post-office letter box or delivered to an air courier service, without regard for the actual receipt or time of actual receipt thereof by a Holder. The Depositary or the Company may, however, act upon any cable, telex or facsimile transmission received by it from any Holder, the Custodian, the Depositary, or the Company, notwithstanding that such cable, telex or facsimile transmission shall not be subsequently confirmed by letter.

Delivery of a notice by means of electronic messaging shall be deemed to be effective at the time of the initiation of the transmission by the sender (as shown on the sender's records), notwithstanding that the intended recipient retrieves the message at a later date, fails to retrieve such message, or fails to receive such notice on account of its failure to maintain the designated e-mail address, its failure to designate a substitute e-mail address or for any other reason.

Section 7.6 Governing Law and Jurisdiction. The Deposit Agreement and the ADRs shall be interpreted in accordance with, and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by, the laws of the State of New York applicable to contracts made and to be wholly performed in that State. Notwithstanding anything contained in the Deposit Agreement, any ADR or any present or future provisions of the laws of the State of New York, the rights of holders of Shares and of any other Deposited Securities and the obligations and duties of the Company in respect of the holders of Shares and other Deposited Securities, as such, shall be governed by the laws of the Cayman Islands (or, if applicable, such other laws as may govern the Deposited Securities).

Except as set forth in the following paragraph of this Section 7.6, the Company and the Depositary agree that the federal or state courts in the City of New York shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute between them that may arise out of or in connection with the Deposit Agreement and, for such purposes, each irrevocably submits to the non-exclusive jurisdiction of such courts. The Company hereby irrevocably designates, appoints and empowers Law Debenture Corporate Services (the "Agent") now at 400 Madison Avenue, New York, NY 10017 as its authorized agent to receive and accept for and on its behalf, and on behalf of its properties, assets and revenues, service by mail of any and all legal process, summons, notices and documents that may be served in any suit, action or proceeding brought against the Company in any federal or state court as described in the preceding sentence or in the next paragraph of this Section 7.6. If for any reason the Agent shall cease to be available to act as such, the Company agrees to designate a new agent in New York on the terms and for the purposes of this Section 7.6 reasonably satisfactory to the Depositary. The Company further hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding against the Company, by service by mail of a copy thereof upon the Agent (whether or not the appointment of such Agent shall for any reason prove to be ineffective or such Agent shall fail to accept or acknowledge such service), with a copy mailed to the Company by registered or certified air mail, postage prepaid, to its address provided in Section 7.5. The Company agrees that the failure of the Agent to give any notice of such service to it shall not impair or affect in any way the validity of such service or any judgment rendered in any action or proceeding based thereon.

Notwithstanding the foregoing, the Depositary and the Company unconditionally agree that in the event that a Holder or Beneficial Owner brings a suit, action or proceeding against (a) the Company, (b) the Depositary in its capacity as Depositary under the Deposit Agreement or (c) against both the Company and the Depositary, in any such case, in any state or federal court of the United States, and the Depositary or the Company have any claim, for indemnification or otherwise, against each other arising out of the subject matter of such suit, action or proceeding, then the Company and the Depositary may pursue such claim against each other in the state or federal court in the United States in which such suit, action, or proceeding is pending and, for such purposes, the Company and the Depositary irrevocably submit to the non-exclusive jurisdiction of such courts. The Company agrees that service of process upon the Agent in the manner set forth in the preceding paragraph shall be effective service upon it for any suit, action or proceeding brought against it as described in this paragraph.

The Company irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any actions, suits or proceedings brought in any court as provided in this Section 7.6, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

The Company irrevocably and unconditionally waives, to the fullest extent permitted by law, and agrees not to plead or claim, any right of immunity from legal action, suit or proceeding, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, from execution of judgment, or from any other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, and consents to such relief and enforcement against it, its assets and its revenues in any jurisdiction, in each case with respect to any matter arising out of, or in connection with, the Deposit Agreement, any ADR or the Deposited Securities.

No disclaimer of liability under the Securities Act is intended by any provision of the Deposit Agreement. The provisions of this Section 7.6 shall survive any termination of the Deposit Agreement, in whole or in part.

Section 7.7 Assignment. Subject to the provisions of Section 5.4, the Deposit Agreement may not be assigned by either the Company or the Depositary.

Section 7.8 Compliance with U.S. Securities Laws. Notwithstanding anything in the Deposit Agreement to the contrary, the withdrawal or delivery of Deposited Securities will not be suspended by the Company or the Depositary except as would be permitted by Instruction I.A.(1) of the General Instructions to Form F-6 Registration Statement, as amended from time to time, under the Securities Act.

Section 7.9 Cayman Islands Law References. Any summary of the laws and regulations of the Cayman Islands and of the terms of the Company's Articles of Association set forth in the Deposit Agreement have been provided by the Company solely for the convenience of Holders, Beneficial Owners and the Depositary. While such summaries are believed by the Company to be accurate as of the date of the Deposit Agreement, (i) they are summaries and as such may not include all aspects of the materials summarized applicable to a Holder or Beneficial Owner, and (ii) these laws and regulations and the Company's Articles of Association may change after the date of the Deposit Agreement. Neither the Depositary nor the Company has any obligation under the terms of the Deposit Agreement to update any such summaries.

Section 7.10 Titles and References.

(a) Deposit Agreement. All references in the Deposit Agreement to exhibits, articles, sections, subsections, and other subdivisions refer to the exhibits, articles, sections, subsections and other subdivisions of the Deposit Agreement unless expressly provided otherwise. The words "the Deposit Agreement", "herein", "hereof", "hereby", "hereunder", and words of similar import refer to the Deposit Agreement as a whole as in effect at the relevant time between the Company, the Depositary and the Holders and Beneficial Owners of ADSs and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and *vice versa* unless the context otherwise requires. Titles to sections of the Deposit Agreement are included for convenience only and shall be disregarded in construing the language contained in the Deposit Agreement. References to "applicable laws and regulations" shall refer to laws and regulations applicable to ADRs, ADSs or Deposited Securities as in effect at the relevant time of determination, unless otherwise required by law or regulation.

(b) ADRs. All references in any ADR(s) to paragraphs, exhibits, articles, sections, subsections, and other subdivisions refer to the paragraphs, exhibits, articles, sections, subsections and other subdivisions of the ADR(s) in question unless expressly provided otherwise. The words "the Receipt", "the ADR", "herein", "hereof", "hereby", "hereunder", and words of similar import used in any ADR refer to the ADR as a whole and as in effect at the relevant time, and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter gender in any ADR shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and *vice versa* unless the context otherwise requires. Titles to paragraphs of any ADR are included for convenience only and shall be disregarded in construing the language contained in the ADR. References to "applicable laws and regulations" shall refer to laws and regulations applicable to ADRs, ADSs or Deposited Securities as in effect at the relevant time of determination, unless otherwise required by law or regulation.

IN WITNESS WHEREOF, RENREN INC. and CITIBANK, N.A. have duly executed the Deposit Agreement as of the day and year first above set forth and all Holders and Beneficial Owners shall become parties hereto upon acceptance by them of ADSs issued in accordance with the terms hereof, or upon acquisition of any beneficial interest therein.

RENREN INC.

By: _____
Name:
Title:

CITIBANK, N.A.

By: _____
Name:
Title:

EXHIBIT A

[FORM OF ADR]

Number: _____ CUSIP NUMBER:

American Depositary Shares (each American Depositary Share representing the right to receive **[NUMBER (#)]** Class A ordinary share**[s]**, of Renren Inc.)

AMERICAN DEPOSITARY RECEIPT

FOR

AMERICAN DEPOSITARY SHARES

representing

DEPOSITED ORDINARY SHARES

of

Renren Inc.

(Incorporated under the laws of the Cayman Islands)

CITIBANK, N.A., a national banking association organized and existing under the laws of the United States of America, as depositary (the "Depositary"), hereby certifies that _____ is the owner of _____ American Depositary Shares (hereinafter "ADS"), representing deposited ordinary shares, including evidence of rights to receive such ordinary shares (the "Shares"), of Renren Inc., a company incorporated under the laws of the Cayman Islands (the "Company"). As of the date of the Deposit Agreement (as hereinafter defined), each ADS represents the right to receive **[NUMBER (#)]** Shares deposited under the Deposit Agreement with the Custodian, which at the date of execution of the Deposit Agreement is Citibank, N.A. – Hong Kong (the "Custodian"). The ADS(s)-to-Share(s) ratio is subject to amendment as provided in Articles IV and VI of the Deposit Agreement. The Depositary's Principal Office is located at 388 Greenwich Street, New York, New York 10013, U.S.A.

(1) The Deposit Agreement. This American Depositary Receipt is one of an issue of American Depositary Receipts ("ADRs"), all issued and to be issued upon the terms and conditions set forth in the Deposit Agreement, dated as of **[DATE]**, 2011 (as amended and supplemented from time to time, the "Deposit Agreement"), by and among the Company, the Depositary, and all Holders and Beneficial Owners from time to time of ADSs issued thereunder. The Deposit Agreement sets forth the rights and obligations of Holders and Beneficial Owners of ADSs and the rights and duties of the Depositary in respect of the Shares deposited thereunder and any and all other securities, property and cash from time to time received in respect of such Shares and held thereunder (such Shares, securities, property and cash are herein called "Deposited Securities"). Copies of the Deposit Agreement are on file at the Principal Office of the Depositary and with the Custodian. Each Holder and each Beneficial Owner, upon acceptance of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the Deposit Agreement, shall be deemed for all purposes to (a) be a party to and bound by the terms of the Deposit Agreement and applicable ADR(s), and (b) appoint the Depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof.

The statements made on the face and reverse of this ADR are summaries of certain provisions of the Deposit Agreement and the Articles of Association of the Company (as in effect on the date of the signing of the Deposit Agreement) and are qualified by and subject to the detailed provisions of the Deposit Agreement and the Articles of Association, to which reference is hereby made. All capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Deposit Agreement. The Depositary makes no representation or warranty as to the validity or worth of the Deposited Securities. The Depositary has made arrangements for the acceptance of the ADSs into DTC. Each Beneficial Owner of ADSs held through DTC must rely on the procedures of DTC and the DTC Participants to exercise and be entitled to any rights attributable to such ADSs. The Depositary may issue Uncertificated ADSs subject, however, to the terms and conditions of Section 2.13 of the Deposit Agreement.

(2) Withdrawal of Deposited Securities. The Holder of this ADR (and of the ADSs evidenced hereby) shall be entitled to Delivery (at the Custodian's designated office) of the Deposited Securities at the time represented by the ADSs evidenced hereby upon satisfaction of each of the following conditions: (i) the Holder (or a duly authorized attorney of the Holder) has duly Delivered to the Depositary at its Principal Office the ADSs evidenced hereby (and, if applicable, this ADR) for the purpose of withdrawal of the Deposited Securities represented thereby, (ii) if applicable and so required by the Depositary, this ADR Delivered to the Depositary for such purpose has been properly endorsed in blank or is accompanied by proper instruments of transfer in blank (including signature guarantees in accordance with standard securities industry practice), (iii) if so required by the Depositary, the Holder of the ADSs has executed and delivered to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be Delivered to or upon the written order of the person(s) designated in such order, and (iv) all applicable fees and charges of, and reasonable expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case*, to the terms and conditions of this ADR evidencing the surrendered ADSs, of the Deposit Agreement, of the Company's Articles of Association, of any applicable laws and the rules of the applicable book-entry settlement entity, and to any provisions of or governing the Deposited Securities, in each case as in effect at the time thereof.

Upon satisfaction of each of the conditions specified above, the Depositary (i) shall cancel the ADSs Delivered to it (and, if applicable, the ADR(s) evidencing the ADSs so Delivered), (ii) shall direct the Registrar to record the cancellation of the ADSs so Delivered on the books maintained for such purpose, and (iii) shall direct the Custodian to Deliver, or cause the Delivery of, in each case, without unreasonable delay, the Deposited Securities represented by the ADSs so canceled together with any certificate or other document of title for the Deposited Securities, or evidence of the electronic transfer thereof (if available), as the case may be, to or upon the written order of the person(s) designated in the order delivered to the Depositary for such purpose, *subject however, in each case*, to the terms and conditions of the Deposit Agreement, of this ADR evidencing the ADS so cancelled, of the Articles of Association of the Company, of any applicable laws and of the rules of the applicable book-entry settlement entity, and to the terms and conditions of or governing the Deposited Securities, in each case as in effect at the time thereof.

The Depositary shall not accept for surrender ADSs representing less than one (1) Share. In the case of Delivery to it of ADSs representing a number other than a whole number of Shares, the Depositary shall cause ownership of the appropriate whole number of Shares to be Delivered in accordance with the terms hereof, and shall, at the discretion of the Depositary, either (i) return to the person surrendering such ADSs the number of ADSs representing any remaining fractional Share, or (ii) sell or cause to be sold the fractional Share represented by the ADSs so surrendered and remit the proceeds of such sale (net of (a) applicable fees and charges of, and reasonable expenses incurred by, the Depositary and (b) taxes withheld) to the person surrendering the ADSs. Notwithstanding anything else contained in this ADR or the Deposit Agreement, the Depositary may make delivery at the Principal Office of the Depositary of (i) any cash dividends or cash distributions, or (ii) any proceeds from the sale of any distributions of shares or rights, which are at the time held by the Depositary in respect of the Deposited Securities represented by the ADSs surrendered for cancellation and withdrawal. At the request, risk and expense of any Holder so surrendering ADSs represented by this ADR, and for the account of such Holder, the Depositary shall direct the Custodian to forward (to the extent permitted by law) any cash or other property (other than securities) held by the Custodian in respect of the Deposited Securities represented by such ADSs to the Depositary for delivery at the Principal Office of the Depositary. Such direction shall be given by letter or, at the request, risk and expense of such Holder, by cable, telex or facsimile transmission.

(3) Transfer, Combination and Split-Up of ADRs. The Registrar shall register the transfer of this ADR (and of the ADSs represented hereby) on the books maintained for such purpose and the Depositary shall (x) cancel this ADR and execute new ADRs evidencing the same aggregate number of ADSs as those evidenced by this ADR when canceled by the Depositary, (y) cause the Registrar to countersign such new ADRs, and (z) Deliver such new ADRs to or upon the order of the person entitled thereto, if each of the following conditions has been satisfied: (i) this ADR has been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a transfer thereof, (ii) this surrendered ADR has been properly endorsed or is accompanied by proper instruments of transfer (including signature guarantees in accordance with standard securities industry practice), (iii) this surrendered ADR has been duly stamped (if required by the laws of the State of New York or of the United States), and (iv) all applicable fees and charges of, and reasonable expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case*, to the terms and conditions of this ADR, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

The Registrar shall register the split-up or combination of this ADR (and of the ADSs represented hereby) on the books maintained for such purpose and the Depositary shall (x) cancel this ADR and execute new ADRs for the number of ADSs requested, but in the aggregate not exceeding the number of ADSs evidenced by this ADR (canceled), (y) cause the Registrar to countersign such new ADRs, and (z) Deliver such new ADRs to or upon the order of the Holder thereof, if each of the following conditions has been satisfied: (i) this ADR has been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a split-up or combination hereof, and (ii) all applicable fees and charges of, and reasonable expenses incurred by, the Depositary and all applicable taxes and government charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case*, to the terms and conditions of this ADR, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

The Depositary may appoint one or more co-transfer agents for the purpose of effecting transfers, combinations and split-ups of ADRs at designated transfer offices on behalf of the Depositary, and the Depositary shall notify the Company of any such appointment. In carrying out its functions, a co-transfer agent may require evidence of authority and compliance with applicable laws and other requirements by Holders or persons entitled to such ADRs and will be entitled to protection and indemnity to the same extent as the Depositary. Such co-transfer agents may be removed and substitutes appointed by the Depositary, and the Depositary shall notify the Company of any such removal or substitution. Each co-transfer agent appointed under Section 2.6 of the Deposit Agreement (other than the Depositary) shall give notice in writing to the Depositary accepting such appointment and agreeing to be bound by the applicable terms of the Deposit Agreement.

(4) Pre-Conditions to Registration, Transfer, Etc. As a condition precedent to the execution and delivery, the registration of issuance, transfer, split-up, combination or surrender, of any ADR, the delivery of any distribution thereon, or the withdrawal of any Deposited Securities, the Depositary or the Custodian may require (i) payment from the depositor of Shares or presenter of ADSs or of an ADR of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees and charges of the Depositary as provided in Section 5.9 and Exhibit B to the Deposit Agreement and in this ADR, (ii) the production of proof satisfactory to it as to the identity and genuineness of any signature or any other matters contemplated in Section 3.1 of the Deposit Agreement, and (iii) compliance with (A) any laws or governmental regulations relating to the execution and delivery of ADRs or ADSs or to the withdrawal of Deposited Securities and (B) such reasonable regulations as the Depositary and the Company may establish consistent with the provisions of this ADR, the Deposit Agreement and applicable law.

The issuance of ADSs against deposits of Shares generally or against deposits of particular Shares may be suspended, or the deposit of particular Shares may be refused, or the registration of transfer of ADSs in particular instances may be refused, or the registration of transfer of ADSs generally may be suspended, during any period when the transfer books of the Company, the Depositary, a Registrar or the Share Registrar are closed or if any such action is deemed necessary or advisable by the Depositary or the Company, in good faith, at any time or from time to time because of any requirement of law or regulation, any government or governmental body or commission or any securities exchange on which the Shares or ADSs are listed, or under any provision of the Deposit Agreement or this ADR, or under any provision of, or governing, the Deposited Securities, or because of a meeting of shareholders of the Company or for any other reason, subject, in all cases to paragraph (24) and Section 7.8 of the Deposit Agreement. Notwithstanding any provision of the Deposit Agreement or this ADR to the contrary, Holders are entitled to surrender outstanding ADSs to withdraw the Deposited Securities associated therewith at any time subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the ADSs or the withdrawal of the Deposited Securities, and (iv) other circumstances specifically contemplated by Instruction I.A.(l) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time).

(5) Compliance With Information Requests. Notwithstanding any other provision of the Deposit Agreement or this ADR, each Holder and Beneficial Owner of the ADSs represented hereby agrees to comply with requests from the Company pursuant to applicable law, the rules and requirements of The New York Stock Exchange, and of any other stock exchange on which Shares or ADSs are, or will be, registered, traded or listed, or the Articles of Association of the Company, which are made to provide information, *inter alia*, as to the capacity in which such Holder or Beneficial Owner owns ADSs (and Shares, as the case may be) and regarding the identity of any other person(s) interested in such ADSs and the nature of such interest and various other matters, whether or not they are Holders and/or Beneficial Owners at the time of such request. The Depositary agrees to use its reasonable efforts to forward, upon the request of the Company and at the Company's expense, any such request from the Company to the Holders and to forward to the Company any such responses to such requests received by the Depositary.

(6) Ownership Restrictions. Notwithstanding any provision of this ADR or of the Deposit Agreement, the Company may restrict transfers of the Shares where such transfer might result in ownership of Shares exceeding limits imposed by applicable law or the Articles of Association of the Company. The Company may also restrict, in such manner as it deems appropriate, transfers of the ADSs where such transfer may result in the total number of Shares represented by the ADSs owned by a single Holder or Beneficial Owner to exceed any such limits. The Company may, in its sole discretion but subject to applicable law, instruct the Depositary to take action with respect to the ownership interest of any Holder or Beneficial Owner in excess of the limits set forth in the preceding sentence, including but not limited to, the imposition of restrictions on the transfer of ADSs, the removal or limitation of voting rights or mandatory sale or disposition on behalf of a Holder or Beneficial Owner of the Shares represented by the ADSs held by such Holder or Beneficial Owner in excess of such limitations, if and to the extent such disposition is permitted by applicable law and the Articles of Association of the Company. Nothing herein or in the Deposit Agreement shall be interpreted as obligating the Depositary or the Company to ensure compliance with the ownership restrictions described herein or in Section 3.5 of the Deposit Agreement.

Applicable laws and regulations may require holders and beneficial owners of Shares, including the Holders and Beneficial Owners of ADSs, to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. Holders and Beneficial Owners of ADSs are solely responsible for determining and complying with such reporting requirements, and for obtaining such approvals. Each Holder and each Beneficial Owner hereby agrees to make such determination, file such reports, and obtain such approvals to the extent and in the form required by applicable laws and regulations as in effect from time to time. Neither the Depositary, the Custodian, the Company or any of their respective agents or affiliates shall be required to take any actions whatsoever on behalf of Holders or Beneficial Owners to determine and satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

(7) Liability of Holder for Taxes and Other Charges. Any tax or other governmental charge payable with respect to any ADR or any Deposited Securities or ADSs shall be payable by the Holders and Beneficial Owners to the Depositary. The Company, the Custodian and/or Depositary may withhold or deduct from any distributions made in respect of Deposited Securities and may sell for the account of a Holder and/or Beneficial Owner any or all of the Deposited Securities and apply such distributions and sale proceeds in payment of such taxes (including applicable interest and penalties) or charges, the Holder and the Beneficial Owner hereof remaining liable for any deficiency. The Custodian may refuse the deposit of Shares and the Depositary may refuse to issue ADSs, to deliver ADRs, register the transfer of ADSs, register the split-up or combination of ADRs and (subject to paragraph (24) hereof and Section 7.8 of the Deposit Agreement) the withdrawal of Deposited Securities until payment in full of such tax, charge, penalty or interest is received. Every Holder and Beneficial Owner agrees to indemnify the Depositary, the Company, the Custodian, and any of their agents, officers, employees and Affiliates for, and hold each of them harmless from, any claims with respect to taxes or additions to tax (including applicable interest and penalties thereon) arising from any tax benefit obtained for such Holder and/or Beneficial Owner.

(8) Representations and Warranties of Depositors. Each person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that (i) such Shares and the certificates therefor are duly authorized, validly issued, fully paid, non-assessable and legally obtained by such person, (ii) all preemptive (and similar) rights, if any, with respect to such Shares have been validly waived or exercised, (iii) the person making such deposit is duly authorized so to do, (iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and (v) the Shares presented for deposit are not, and the ADSs issuable upon such deposit will not be, Restricted Securities (except as contemplated in Section 2.14 of the Deposit Agreement), and (vi) the Shares presented for deposit have not been stripped of any rights or entitlements. Such representations and warranties shall survive the deposit and withdrawal of Shares, the issuance and cancellation of ADSs in respect thereof and the transfer of such ADSs. If any such representations or warranties are false in any way, the Company and the Depositary shall be authorized, at the cost and expense of the person depositing Shares, to take any and all actions necessary to correct the consequences thereof.

(9) Proofs, Certificates and Other Information. Any person presenting Shares for deposit, and any Holder and any Beneficial Owner may be required, and every Holder and Beneficial Owner agrees, from time to time to provide to the Depositary and the Custodian such proof of citizenship or residence, taxpayer status, payment of all applicable taxes or other governmental charges, exchange control approval, legal or beneficial ownership of ADSs and Deposited Securities, compliance with applicable laws, the terms of the Deposit Agreement or the ADR(s) evidencing the ADSs and the provisions of, or governing, the Deposited Securities, to execute such certifications and to make such representations and warranties, and to provide such other information and documentation (or, in the case of Shares in registered form presented for deposit, such information relating to the registration on the books of the Company or of the Shares Registrar) as the Depositary or the Custodian may deem necessary or proper or as the Company may reasonably require by written request to the Depositary consistent with its obligations under the Deposit Agreement and the applicable ADR(s). The Depositary and the Registrar, as applicable, may withhold the execution or delivery or registration of transfer of any ADR or ADS or the distribution or sale of any dividend or distribution of rights or of the proceeds thereof or, to the extent not limited by paragraph (24) and Section 7.8 of the Deposit Agreement, the delivery of any Deposited Securities until such proof or other information is filed or such certifications are executed, or such representations are made or such other information or documentation are provided, in each case to the Depositary's, the Registrar's and the Company's satisfaction. At the Company's sole cost and expense, the Depositary shall provide the Company, in a timely manner, with copies or originals if necessary and appropriate of (i) any such proofs of citizenship or residence, taxpayer status, or exchange control approval which it receives from Holders and Beneficial Owners, and (ii) any other information or documents which the Company may reasonably request and which the Depositary shall request and receive from any Holder or Beneficial Owner or any person presenting Shares for deposit or ADSs for cancellation, transfer or withdrawal. Nothing herein shall obligate the Depositary to (i) obtain any information for the Company if not provided by the Holders or Beneficial Owners, or (ii) verify or vouch for the accuracy of the information so provided by the Holders or Beneficial Owners.

(10) Charges of Depositary. The Depositary shall charge the following fees:

(i) Issuance Fee: to any person depositing Shares or to whom ADSs are issued upon the deposit of Shares, a fee not in excess of U.S. $5.00 per 100 ADSs (or fraction thereof) so issued under the terms of the Deposit Agreement (excluding issuances as a result of distributions described in paragraph (iv) below);

(ii) Cancellation Fee: to any person surrendering ADSs for cancellation and withdrawal of Deposited Securities, a fee not in excess of U.S. $5.00 per 100 ADSs (or fraction thereof) surrendered;

(iii) Cash Distribution Fee: to any Holder of ADS(s), a fee not in excess of U.S. $5.00 per 100 ADSs (or fraction thereof) held for the distribution of cash dividends or other cash distributions (*i.e.*, sale of rights and other entitlements); and

(iv) Stock Distribution/Rights Exercise Fee: to any Holder of ADS(s), a fee not in excess of U.S. $5.00 per 100 ADSs (or fraction thereof) held for (a) the distribution of stock dividends or other free stock distributions or (b) the exercise of rights to purchase additional ADSs;

(v) Other Distribution Fee: to any Holder of ADS(s), a fee not in excess of U.S. $5.00 per 100 ADSs (or fraction thereof) held for the distribution of securities other than ADSs or rights to purchase additional ADSs; and

(vi) Depositary Services Fee: to any Holder of ADS(s), a fee not in excess of U.S. $5.00 per 100 ADSs (or fraction thereof) held on the applicable record date(s) established by the Depositary.

Holders, Beneficial Owners, persons depositing Shares and persons surrendering ADSs for cancellation and for the purpose of withdrawing Deposited Securities shall be responsible for the following charges:

(a) taxes (including applicable interest and penalties) and other governmental charges;

(b) such registration fees as may from time to time be in effect for the registration of Shares or other Deposited Securities on the share register and applicable to transfers of Shares or other Deposited Securities to or from the name of the Custodian, the Depositary or any nominees upon the making of deposits and withdrawals, respectively;

(c) such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the Deposit Agreement to be at the expense of the person depositing or withdrawing Shares or Holders and Beneficial Owners of ADSs;

(d) the expenses and charges incurred by the Depositary in the conversion of foreign currency;

(e) such fees and reasonabe expenses as are incurred by the Depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to Shares, Deposited Securities, ADSs and ADRs; and

(f) the fees and reasonable expenses incurred by the Depositary, the Custodian, or any nominee in connection with the delivery or servicing of Deposited Securities.

All fees and charges may, at any time and from time to time, be changed by agreement between the Depositary and Company but, in the case of fees and charges payable by Holders or Beneficial Owners, only in the manner contemplated by paragraph (22) of this ADR and as contemplated in the Deposit Agreement. The Depositary will provide, without charge, a copy of its latest fee schedule to anyone upon request.

Depositary Fees payable upon (i) deposit of Shares against issuance of ADSs and (ii) surrender of ADSs for cancellation and withdrawal of Deposited Securities will be charged by the Depositary to the person to whom the ADSs so issued are delivered (in the case of ADS issuances) and to the person who delivers the ADSs for cancellation to the Depositary (in the case of ADS cancellations). In the case of ADSs issued by the Depositary into DTC or presented to the Depositary via DTC, the ADS issuance and cancellation fees will be payable to the Depositary by the DTC Participant(s) receiving the ADSs from the Depositary or the DTC Participant(s) surrendering the ADSs to the Depositary for cancellation, as the case may be, on behalf of the Beneficial Owner(s) and will be charged by the DTC Participant(s) to the account(s) of the applicable Beneficial Owner(s) in accordance with the procedures and practices of the DTC participant(s) as in effect at the time. Depositary fees in respect of distributions and the Depositary services fee are payable to the Depositary by Holders as of the applicable ADS Record Date established by the Depositary. In the case of distributions of cash, the amount of the applicable Depositary fees is deducted by the Depositary from the funds being distributed. In the case of distributions other than cash and the Depositary service fee, the Depositary will invoice the applicable Holders as of the ADS Record Date established by the Depositary. For ADSs held through DTC, the Depositary fees for distributions other than cash and the Depositary service fee are charged by the Depositary to the DTC Participants in accordance with the procedures and practices prescribed by DTC from time to time and the DTC Participants in turn charge the amount of such fees to the Beneficial Owners for whom they hold ADSs.

The Depositary may remit to the Company all or a portion of the Depositary fees charged for the reimbursement of certain expenses incurred by the Company in respect of the ADR program established pursuant to the Deposit Agreement upon such terms and conditions as the Company and the Depositary may agree from time to time. The Company shall pay to the Depositary such fees and charges and reimburse the Depositary for such reasonable out-of-pocket expenses as the Depositary and the Company may agree from time to time. Responsibility for payment of such charges and reimbursements may from time to time be changed by agreement between the Company and the Depositary. Unless otherwise agreed, the Depositary shall present its statement for such expenses and fees or charges to the Company once every three months. The charges and expenses of the Custodian are for the sole account of the Depositary.

The right of the Depositary to receive payment of fees, charges and expenses as provided above shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary as described in Section 5.4, such right shall extend for those fees, charges and expenses incurred prior to the effectiveness of such resignation or removal.

(11) Title to ADRs. It is a condition of this ADR, and every successive Holder of this ADR by accepting or holding the same consents and agrees, that title to this ADR (and to each ADS evidenced hereby) shall be transferable upon the same terms as a certificated security under the laws of the State of New York, provided that, in the case of Certificated ADSs, such ADR has been properly endorsed or is accompanied by proper instruments of transfer. Notwithstanding any notice to the contrary, the Depositary and the Company may deem and treat the Holder of this ADR (that is, the person in whose name this ADR is registered on the books of the Depositary) as the absolute owner thereof for all purposes. Neither the Depositary nor the Company shall have any obligation nor be subject to any liability under the Deposit Agreement or this ADR to any holder of this ADR or any Beneficial Owner unless, in the case of a holder of ADSs, such holder is the Holder of this ADR registered on the books of the Depositary or, in the case of a Beneficial Owner, such Beneficial Owner or the Beneficial Owner's representative is the Holder registered on the books of the Depositary.

(12) Validity of ADR. The Holder(s) of this ADR (and the ADSs represented hereby) shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depositary or the Company unless this ADR has been (i) dated, (ii) signed by the manual or facsimile signature of a duly-authorized signatory of the Depositary, (iii) countersigned by the manual or facsimile signature of a duly-authorized signatory of the Registrar, and (iv) registered in the books maintained by the Registrar for the registration of issuances and transfers of ADRs. An ADR bearing the facsimile signature of a duly-authorized signatory of the Depositary or the Registrar, who at the time of signature was a duly authorized signatory of the Depositary or the Registrar, as the case may be, shall bind the Depositary, notwithstanding the fact that such signatory has ceased to be so authorized prior to the delivery of such ADR by the Depositary.

(13) Available Information; Reports; Inspection of Transfer Books.

The Company is subject to the periodic reporting requirements of the Exchange Act and, accordingly, is required to file or submit certain reports with the Commission. These reports can be retrieved from the Commission's website (www.sec.gov) and can be inspected and copied at the public reference facilities maintained by the Commission located (as of the date of the Deposit Agreement) at 100 F Street, N.E., Washington D.C. 20549. The Depositary shall make available for inspection by Holders at its Principal Office any reports and communications, including any proxy soliciting materials, received from the Company which are both (a) received by the Depositary, the Custodian, or the nominee of either of them as the holder of the Deposited Securities and (b) made generally available to the holders of such Deposited Securities by the Company. The Depositary shall also provide or make available to Holders copies of such reports when furnished by the Company pursuant to Section 5.6 of the Deposit Agreement.

The Registrar shall keep books for the registration of ADSs which at all reasonable times shall be open for inspection by the Company and by the Holders of such ADSs, provided that such inspection shall not be, to the Registrar's knowledge, for the purpose of communicating with Holders of such ADSs in the interest of a business or object other than the business of the Company or other than a matter related to the Deposit Agreement or the ADSs.

The Registrar may close the transfer books with respect to the ADSs, at any time or from time to time, when deemed necessary or advisable by it in good faith in connection with the performance of its duties hereunder, or at the reasonable written request of the Company subject, in all cases, to paragraph (24).

If any ADSs are listed on one or more stock exchanges or automated quotation systems in the United States, the Depositary shall act as Registrar or appoint a Registrar or one or more co-registrars for registration of issuances, cancellations, transfers, combinations and split-ups of ADSs and, if applicable, to countersign ADRs evidencing the ADSs so issued, transferred, combined or split-up, in accordance with any requirements of such exchanges or systems. Such Registrar or co-registrars may be removed and a substitute or substitutes appointed by the Depositary. The Depositary shall promptly notify the Company of any such removal or appointment.

Dated:

CITIBANK, N.A.
Transfer Agent and Registrar

By: _____
Authorized Signatory

CITIBANK, N.A.
as Depositary

By: _____
Authorized Signatory

The address of the Principal Office of the Depositary is 388 Greenwich Street, New York, New York 10013, U.S.A.

[FORM OF REVERSE OF ADR]

SUMMARY OF CERTAIN ADDITIONAL PROVISIONS

OF THE DEPOSIT AGREEMENT

(14) Dividends and Distributions in Cash, Shares, etc. Whenever the Company intends to make a distribution of a cash dividend or other cash distribution, the Company shall give notice thereof to the Depositary at least twenty (20) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution specifying, inter alia, the record date applicable for determining the holders of Deposited Securities entitled to receive such distribution. Upon timely receipt of such notice, the Depositary shall establish an ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement . Upon receipt of confirmation from the Custodian of receipt of any cash dividend or other cash distribution on any Deposited Securities, or upon receipt of proceeds from the sale of any Deposited Securities or of any entitlements held in respect of Deposited Securities under the terms of the Deposit Agreement, the Depositary will (i) if at the time of receipt thereof any amounts received in a Foreign Currency can in the judgment of the Depositary (upon the terms of Section 4.8 of the Deposit Agreement), be converted on a practicable basis into Dollars transferable to the United States, promptly convert or cause to be converted such cash dividend, distribution or proceeds into Dollars (upon the terms of Section 4.8 of the Deposit Agreement), (ii) if applicable and unless previously established, establish the ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement, and (iii) distribute promptly the amount thus received (net of (a) applicable fees and charges of, and reasonable expenses incurred by, the Depositary and (b) taxes withheld) to the Holders entitled thereto as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date. The Depositary shall distribute only such amount, however, as can be distributed without attributing to any Holder a fraction of one cent, and any balance not so distributed shall be held by the Depositary (without liability for interest thereon) and shall be added to and become part of the next sum received by the Depositary for distribution to Holders of ADSs outstanding at the time of the next distribution. If the Company, the Custodian or the Depositary is required to withhold and does withhold from any cash dividend or other cash distribution in respect of any Deposited Securities an amount on account of taxes, duties or other governmental charges, the amount distributed to Holders on the ADSs representing such Deposited Securities shall be reduced accordingly. Such withheld amounts shall be forwarded by the Company, the Custodian or the Depositary to the relevant governmental authority. Evidence of payment thereof by the Company shall be forwarded by the Company to the Depositary upon request.

Whenever the Company intends to make a distribution that consists of a dividend in, or free distribution of Shares, the Company shall give notice thereof to the Depositary at least twenty (20) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution specifying, inter alia, the record date applicable for determining the holder of Deposited Securities entitled to receive such distribution. Upon timely receipt of such notice from the Company, the Depositary shall establish an ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement and either (i) subject to Section 5.9 of the Deposit Agreement, distribute to the Holders as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date, additional ADSs, which represent in the aggregate the number of Shares received as such dividend, or free distribution, subject to the other terms of the Deposit Agreement (including, without limitation, (a) the applicable fees and charges of, and reasonable expenses incurred by, the Depositary and (b) taxes), or (ii) if additional ADSs are not so distributed, take all actions necessary so that each ADS issued and outstanding after the ADS Record Date shall, to the extent permissible by law, thenceforth also represent rights and interest in the additional integral number of Shares distributed upon the Deposited Securities represented thereby (net of (a) the applicable fees and charges of, and expenses incurred by, the Depositary, and (b) taxes). In lieu of delivering fractional ADSs, the Depositary shall sell the number of Shares or ADSs, as the case may be, represented by the aggregate of such fractions and distribute the net proceeds upon the terms set forth in Section 4.1 of the Deposit Agreement.

In the event that the Depositary determines that any distribution in property (including Shares) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, or, if the Company in the fulfillment of its obligations under Section 5.7 of the Deposit Agreement, has furnished an opinion of U.S. counsel determining that Shares must be registered under the Securities Act or other laws in order to be distributed to Holders (and no such registration statement has been declared effective), the Depositary may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable, and the Depositary shall distribute the net proceeds of any such sale (after deduction of (a) taxes and (b) fees and charges of, and the reasonable expenses incurred by, the Depositary) to Holders entitled thereto upon the terms of Section 4.1 of the Deposit Agreement. The Depositary shall hold and/or distribute any unsold balance of such property in accordance with the provisions of the Deposit Agreement.

Whenever the Company intends to make a distribution payable at the election of the holders of Shares in cash or in additional Shares, the Company shall give notice thereof to the Depositary at least forty-five (45) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution specifying, inter alia, the record date applicable to the holders of Deposited Securities entitled to receive such elective distribution and whether or not it wishes such elective distribution to be made available to Holders of ADS. Upon the timely receipt of a notice indicating that the Company wishes such elective distribution to be made available to Holders of ADSs upon the terms described in the Deposit Agreement, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such elective distribution available to the Holders of ADSs. The Depositary shall make such elective distribution available to Holders only if (i) the Company shall have timely requested that the elective distribution be made available to Holders, (ii) the Depositary shall have determined that such distribution is reasonably practicable and (iii) the Depositary shall have received satisfactory documentation within the terms of Section 5.7 of the Deposit Agreement. If the above conditions are not satisfied, the Depositary shall establish an ADS Record Date on the terms described in Section 4.9 of the Deposit Agreement and, to the extent permitted by law, distribute to the Holders, on the basis of the same determination as is made in the Cayman Islands in respect of the Shares for which no election is made, either (X) cash upon the terms described in Section 4.1 of the Deposit Agreement or (Y) additional ADSs representing such additional Shares upon the terms described in Section 4.2 of the Deposit Agreement. If the above conditions are satisfied, the Depositary shall establish an ADS Record Date on the terms described in Section 4.9 of the Deposit Agreement and establish procedures to enable Holders to elect the receipt of the proposed distribution in cash or in additional ADSs. The Company shall assist the Depositary in establishing such procedures to the extent necessary. If a Holder elects to receive the proposed distribution (X) in cash, the distribution shall be made upon the terms described in Section 4.1 of the Deposit Agreement, or (Y) in ADSs, the distribution shall be made upon the terms described in Section 4.2 of the Deposit Agreement. Nothing herein shall obligate the Depositary to make available to Holders a method to receive the elective distribution in Shares (rather than ADSs). There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares.

Whenever the Company intends to distribute to the holders of the Deposited Securities rights to subscribe for additional Shares, the Company shall give notice thereof to the Depositary at least forty-five (45) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the proposed distribution specifying whether or not it wishes such rights to be made available to Holders of ADSs. Upon the timely receipt of a notice indicating that the Company wishes such rights to be made available to Holders of ADSs, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such rights available to the Holders. The Depositary shall make such rights available to Holders only if (i) the Company shall have timely requested that such rights be made available to Holders, (ii) the Depositary shall have received satisfactory documentation within the terms of Section 5.7 of the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution of rights is reasonably practicable. In the event any of the conditions set forth above are not satisfied or if the Company requests that the rights not be made available to Holders of ADSs, the Depositary shall proceed with the sale of the rights as contemplated in Section 4.4(b) of the Deposit Agreement. In the event all conditions set forth above are satisfied, the Depositary shall establish an ADS Record Date (upon the terms described in Section 4.9 of the Deposit Agreement) and establish procedures to (x) distribute rights to purchase additional ADSs (by means of warrants or otherwise), (y) to enable the Holders to exercise such rights (upon payment of the subscription price and of the applicable (a) fees and charges of, and reasonable expenses incurred by, the Depositary and (b) taxes), and (z) to deliver ADSs upon the valid exercise of such rights. The Company shall assist the Depositary to the extent necessary in establishing such procedures. Nothing herein shall obligate the Depositary to make available to the Holders a method to exercise rights to subscribe for Shares (rather than ADSs). If (i) the Company does not timely request the Depositary to make the rights available to Holders or requests that the rights not be made available to Holders, (ii) the Depositary fails to receive satisfactory documentation within the terms of Section 5,7 of the Deposit Agreement or determines it is not reasonably practicable to make the rights available to Holders, or (iii) any rights made available are not exercised and appear to be about to lapse, the Depositary shall determine whether it is lawful and reasonably practicable to sell such rights, in a riskless principal capacity, at such place and upon such terms (including public and private sale) as it may deem practicable. The Depositary shall, upon such sale, convert and distribute proceeds of such sale (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) upon the terms hereof and of Section 4.1 of the Deposit Agreement. If the Depositary is unable to make any rights available to Holders upon the terms described in Section 4.4(a) of the Deposit Agreement or to arrange for the sale of the rights upon the terms described in Section 4.4(b) of the Deposit Agreement, the Depositary shall allow such rights to lapse. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or practicable to make such rights available to Holders in general or any Holders in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale or exercise, or (iii) the content of any materials forwarded to the ADS Holders on behalf of the Company in connection with the rights distribution.

Notwithstanding anything herein or in Section 4.4. of the Deposit Agreement to the contrary, if registration (under the Securities Act or any other applicable law) of the rights or the securities to which any rights relate may be required in order for the Company to offer such rights or such securities to Holders and to sell the securities represented by such rights, the Depositary will not distribute such rights to the Holders (i) unless and until a registration statement under the Securities Act (or other applicable law) covering such offering is in effect or (ii) unless the Company furnishes the Depositary opinion(s) of counsel for the Company in the United States and counsel to the Company in any other applicable country in which rights would be distributed, in each case satisfactory to the Depositary, to the effect that the offering and sale of such securities to Holders and Beneficial Owners are exempt from, or do not require registration under, the provisions of the Securities Act or any other applicable laws. A liquid market for rights may not exist, and this may adversely affect (1) the ability of the Depositary to dispose of such rights or (2) the amount the Depositary would realize upon disposal of rights. In the event that the Company, the Depositary or the Custodian shall be required to withhold and does withhold from any distribution of property (including rights) an amount on account of taxes or other governmental charges, the amount distributed to the Holders of ADSs representing such Deposited Securities shall be reduced accordingly. In the event that the Depositary determines that any distribution in property (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, the Depositary may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable to pay any such taxes or charges.

There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to exercise rights on the same terms and conditions as the holders of Shares or be able to exercise such rights. Nothing herein or in the Deposit Agreement shall obligate the Company to file any registration statement in respect of any rights or Shares or other securities to be acquired upon the exercise of such rights.

Whenever the Company intends to distribute to the holders of Deposited Securities property other than cash, Shares or rights to purchase additional Shares, the Company shall give timely notice thereof to the Depositary and shall indicate whether or not it wishes such distribution to be made to Holders of ADSs. Upon receipt of a notice indicating that the Company wishes such distribution be made to Holders of ADSs, the Depositary shall consult with the Company, and the Company shall assist the Depositary, to determine whether such distribution to Holders is lawful and reasonably practicable. The Depositary shall not make such distribution unless (i) the Company shall have requested the Depositary to make such distribution to Holders, (ii) the Depositary shall have received satisfactory documentation within the terms of Section 5.7 of the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution is reasonably practicable.

Upon receipt of satisfactory documentation and the request of the Company to distribute property to Holders of ADSs and after making the requisite determinations set forth in (a) above, the Depositary shall distribute the property so received to the Holders of record, as of the ADS Record Date, in proportion to the number of ADSs held by them respectively and in such manner as the Depositary may deem practicable for accomplishing such distribution (i) upon receipt of payment or net of the applicable fees and charges of, and reasonable expenses incurred by, the Depositary, and (ii) net of any taxes withheld. The Depositary may dispose of all or a portion of the property so distributed and deposited, in such amounts and in such manner (including public or private sale) as the Depositary may deem practicable or necessary to satisfy any taxes (including applicable interest and penalties) or other governmental charges applicable to the distribution.

If (i) the Company does not request the Depositary to make such distribution to Holders or requests not to make such distribution to Holders, (ii) the Depositary does not receive satisfactory documentation within the terms of Section 5.7 of the Deposit Agreement, or (iii) the Depositary determines that all or a portion of such distribution is not reasonably practicable, the Depositary shall sell or cause such property to be sold in a public or private sale, at such place or places and upon such terms as it may deem practicable and shall (i) cause the proceeds of such sale, if any, to be converted into Dollars and (ii) distribute the proceeds of such conversion received by the Depositary (net of applicable (a) fees and charges of, and reasonable expenses incurred by, the Depositary and (b) taxes) to the Holders as of the ADS Record Date upon the terms of Section 4.1 of the Deposit Agreement. If the Depositary is unable to sell such property, the Depositary may dispose of such property for the account of the Holders in any way it deems reasonably practicable under the circumstances.

(15) Redemption. If the Company intends to exercise any right of redemption in respect of any of the Deposited Securities, the Company shall give notice thereof to the Depositary at least forty-five (45) days (or such other number of days as the Depositary and the Company may from time to time agree to) prior to the intended date of redemption which notice shall set forth the particulars of the proposed redemption. Upon timely receipt of (i) such notice and (ii) satisfactory documentation given by the Company to the Depositary within the terms of Section 5.7 of the Deposit Agreement, and only if the Depositary shall have determined that such proposed redemption is practicable, the Depositary shall provide to each Holder a notice setting forth the Company's intention to exercise the redemption rights and any other particulars set forth in the Company's notice to the Depositary. The Depositary shall instruct the Custodian to present to the Company the Deposited Securities in respect of which redemption rights are being exercised against payment of the applicable redemption price. Upon receipt of confirmation that the redemption has taken place and that funds representing the redemption price have been received, the Depositary shall convert, transfer, distribute the proceeds (net of applicable (a) fees and charges of, and reasonable expenses incurred by, the Depositary, and (b) taxes), retire ADSs and cancel ADRs, if applicable, upon delivery of such ADSs by Holders thereof upon the terms set forth in Sections 4.1 and 6.2 of the Deposit Agreement. If less than all outstanding Deposited Securities are redeemed, the ADSs to be retired will be selected by lot or on a pro rata basis, as may be determined by the Depositary. The redemption price per ADS shall be the dollar equivalent of the per share amount received by the Depositary (adjusted to reflect the ADS(s)-to-Share(s) ratio) upon the redemption of the Deposited Securities represented by ADSs (subject to the terms of Section 4.8 of the Deposit Agreement and the applicable fees and charges of, and expenses incurred by, the Depositary, and taxes) multiplied by the number of Deposited Securities represented by each ADS redeemed.

(16) Fixing of ADS Record Date. Whenever the Depositary shall receive notice of the fixing of a record date by the Company for the determination of holders of Deposited Securities entitled to receive any distribution (whether in cash, Shares, rights or other distribution), or whenever for any reason the Depositary causes a change in the number of Shares that are represented by each ADS, or whenever the Depositary shall receive notice of any meeting of, or solicitation of consents or proxies of, holders of Shares or other Deposited Securities, or whenever the Depositary shall find it necessary or convenient in connection with the giving of any notice, solicitation of any consent or any other matter, the Depositary shall fix a record date ("ADS Record Date") for the determination of the Holders of ADSs who shall be entitled to receive such distribution, to give instructions for the exercise of voting rights at any such meeting, to give or withhold such consent, to receive such notice or solicitation or to otherwise take action, or to exercise the rights of Holders with respect to such changed number of Shares represented by each ADS. The Depositary shall make reasonable efforts to establish the ADS Record Date as closely as possible to the applicable record date for the Deposited Securities (if any) set by the Company in the Cayman Islands. Subject to applicable law and the terms and conditions of this ADR and Sections 4.1 through 4.8 of the Deposit Agreement, only the Holders of ADSs at the close of business in New York on such ADS Record Date shall be entitled to receive such distributions, to give such instructions, to receive such notice or solicitation, or otherwise take action.

(17) Voting of Deposited Securities. As soon as practicable after receipt of notice of any meeting at which the holders of Deposited Securities are entitled to vote, or of solicitation of consents or proxies from holders of Deposited Securities, the Depositary shall fix the ADS Record Date in respect of such meeting or solicitation of consent or proxy in accordance with Section 4.9 of the Deposit Agreement. The Depositary shall, if requested by the Company in writing in a timely manner (the Depositary having no obligation to take any further action if the request shall not have been received by the Depositary at least thirty (30) days prior to the date of such vote or meeting), at the Company's expense and provided no U.S. legal prohibitions exist, distribute as soon as practicable after receipt thereof to Holders as of the ADS Record Date: (a) such notice of meeting or solicitation of consent or proxy, (b) a statement that the Holders at the close of business on the ADS Record Date will be entitled, subject to any applicable law, the provisions of the Deposit Agreement, the Articles of Association of the Company and the provisions of or governing the Deposited Securities (which provisions, if any, shall be summarized in pertinent part by the Company), to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by such Holder's ADSs, and (c) a brief statement as to the manner in which such voting instructions may be given to the Depositary in which voting instructions may be deemed to have been given in accordance with this Section 4.10 if no instructions are received prior to the deadline set for such purposes to the Depositary to give a discretionary proxy to a person designated by the Company.

Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by law or regulations, or by the requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of, or solicitation of consents or proxies from, holders of Deposited Securities, distribute to the Holders a notice that provides Holders with, or otherwise publicize to Holders, instructions on how to retrieve such materials or receive such materials upon request (*i.e.*, by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials).

The Depositary has been advised by the Company that under the Cayman Islands law as in effect as of the date of the Deposit Agreement, voting at any meeting of shareholders of the Company is by show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded. The Depositary will not join in demanding a poll, whether or not requested to do so by Holders of ADSs. Under the Articles of Association of the Company (as in effect on the date of the Deposit Agreement) a poll may be demanded by the chairman or any shareholder holding at least ten percent of the Shares given a right to vote at the meeting, present in person or by proxy.

Voting instructions may be given only in respect of a number of ADSs representing an integral number of Deposited Securities. Upon the timely receipt from a Holder of ADSs as of the ADS Record Date of voting instructions in the manner specified by the Depositary, the Depositary shall endeavor, insofar as practicable and permitted under applicable law, the provisions of the Deposit Agreement, Articles of Association of the Company and the provisions of the Deposited Securities, to vote, or cause the Custodian to vote, the Deposited Securities (in person or by proxy) represented by such Holder's ADSs as follows: In the event voting takes place at a shareholders' meeting by show of hands, the Depositary will instruct the Custodian to vote all Deposited Securities in accordance with the voting instructions received from a majority of Holders of ADSs who provided voting instructions. In the event voting takes place at a shareholders' meeting by poll, the Depositary will instruct the Custodian to vote the Deposited Securities in accordance with the voting instructions received from the Holders of ADSs. If the Depositary does not receive instructions from a Holder as of the ADS Record Date on or before the date established by the Depositary for such purpose and voting is by poll, such Holder shall be deemed, and the Depositary shall (unless otherwise specified in the notice distributed to Holders) deem such Holder, to have instructed the Depositary to give a discretionary proxy to a person designated by the Company to vote the Deposited Securities; provided, however, that no such discretionary proxy shall be given by the Depositary with respect to any matter to be voted upon as to which the Company informs the Depositary that (A) the Company does not wish such proxy to be given, (B) substantial opposition exists, or (C) the rights of holders of Deposited Securities may be materially adversely affected.

Neither the Depositary nor the Custodian shall under any circumstances exercise any discretion as to voting and neither the Depositary nor the Custodian shall vote, attempt to exercise the right to vote, or in any way make use of, for purposes of establishing a quorum or otherwise, the Deposited Securities represented by ADSs, except pursuant to and in accordance with the voting instructions timely received from Holders or as otherwise contemplated herein. If the Depositary timely receives voting instructions from a Holder which fail to specify the manner in which the Depositary is to vote the Deposited Securities represented by such Holder's ADSs, the Depositary will deem such Holder (unless otherwise specified in the notice distributed to Holders) to have instructed the Depositary to vote in favor of the items set forth in such voting instructions. Deposited Securities represented by ADSs for which no timely voting instructions are received by the Depositary from the Holder shall not be voted (except (i) in the case voting at the shareholders' meeting is by show of hands, in which case the Depositary will instruct the Custodian to vote all Deposited Securities in accordance with the voting instructions received from a majority of Holders of ADSs who provided voting instructions and (ii) as contemplated in this Section 4.10). Notwithstanding anything else contained herein or in the Deposit Agreement, the Depositary shall, if so requested in writing by the Company, represent all Deposited Securities (whether or not voting instructions have been received in respect of such Deposited Securities from Holders as of the ADS Record Date) for the sole purpose of establishing quorum at a meeting of shareholders.

Notwithstanding anything else contained in the Deposit Agreement or any ADR, the Depositary shall not have any obligation to take any action with respect to any meeting, or solicitation of consents or proxies, of holders of Deposited Securities if the taking of such action would violate U.S. laws. The Company agrees to take any and all actions reasonably necessary and as permitted by Cayman Islands law to enable Holders and Beneficial Owners to exercise the voting rights accruing to the Deposited Securities and to deliver to the Depositary an opinion of U.S. counsel addressing any actions requested to be taken if so requested by the Depositary. There can be no assurance that Holders generally or any Holder in particular will receive the notice described above with sufficient time to enable the Holder to return voting instructions to the Depositary in a timely manner.

(18) Changes Affecting Deposited Securities. Upon any change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger, consolidation or sale of assets affecting the Company or to which it is a party, any securities which shall be received by the Depositary or the Custodian in exchange for, or in conversion of or replacement of or otherwise in respect of, such Deposited Securities shall, to the extent permitted by law, be treated as new Deposited Securities under the Deposit Agreement, and the ADRs shall, subject to the provisions of the Deposit Agreement and applicable law, evidence ADSs representing the right to receive such additional or replacement securities, as applicable. In giving effect to such change, split-up, cancellation, consolidation or other reclassification of Deposited Securities, recapitalization, reorganization, merger, consolidation or sale of assets, the Depositary may, with the Company's approval, and shall, if the Company shall so request, subject to the terms of the Deposit Agreement and receipt of an opinion of counsel to the Company satisfactory to the Depositary that such actions are not in violation of any applicable laws or regulations, (i) issue and deliver additional ADSs as in the case of a stock dividend on the Shares, (ii) amend the Deposit Agreement and the applicable ADRs, (iii) amend the applicable Registration Statement(s) on Form F-6 as filed with the Commission in respect of the ADSs, (iv) call for the surrender of outstanding ADRs to be exchanged for new ADRs, and (v) take such other actions as are appropriate to reflect the transaction with respect to the ADSs. The Company agrees to, jointly with the Depositary, amend the Registration Statement or Form F-6 as filed with the Commission to permit the issuance of such new form of ADRs. Notwithstanding the foregoing, in the event that any security so received may not be lawfully distributed to some or all Holders, the Depositary may, with the Company's approval, and shall, if the Company requests, subject to receipt of an opinion of Company's counsel satisfactory to the Depositary that such action is not in violation of any applicable laws or regulations, sell such securities at public or private sale, at such place or places and upon such terms as it may deem proper and may allocate the net proceeds of such sales (net of (a) fees and charges of, and reasonable expenses incurred by, the Depositary and (b) taxes) for the account of the Holders otherwise entitled to such securities upon an averaged or other practicable basis without regard to any distinctions among such Holders and distribute the net proceeds so allocated to the extent practicable as in the case of a distribution received in cash pursuant to Section 4.1 of the Deposit Agreement. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or feasible to make such securities available to Holders in general or any Holder in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or (iii) any liability to the purchaser of such securities.

(19) Exoneration. Neither the Depositary nor the Company shall be obligated to do or perform any act which is inconsistent with the provisions of the Deposit Agreement or incur any liability (i) if the Depositary or the Company shall be prevented or forbidden from, or subjected to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the Deposit Agreement and this ADR, by reason of any provision of any present or future law or regulation of the United States, the Cayman Islands or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of the Articles of Association of the Company or any provision of or governing any Deposited Securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, acts of terrorism, revolutions, rebellions, explosions and computer failure), (ii) by reason of any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement or in the Articles of Association of the Company or provisions of or governing Deposited Securities, (iii) for any action or inaction in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, any Beneficial Owner or authorized representative thereof, or any other person believed by it in good faith to be competent to give such advice or information, (iv) for the inability by a Holder or Beneficial Owner to benefit from any distribution, offering, right or other benefit which is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Holders of ADSs or (v) for any consequential or punitive damages for any breach of the terms of the Deposit Agreement. The Depositary, its controlling persons, its agents, any Custodian and the Company, its controlling persons and its agents may rely and shall be protected in acting upon any written notice, request or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. No disclaimer of liability under the Securities Act is intended by any provision of the Deposit Agreement or this ADR.

(20) Standard of Care. The Company and the Depositary assume no obligation and shall not be subject to any liability under the Deposit Agreement or this ADR to any Holder(s) or Beneficial Owner(s), except that the Company and Depositary agree to perform their respective obligations specifically set forth in the Deposit Agreement and this ADR without negligence or bad faith. Without limitation of the foregoing, neither the Depositary, nor the Company, nor any of their respective controlling persons, or agents, shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the ADSs, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required (and no Custodian shall be under any obligation whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depositary). The Depositary and its agents shall not be liable for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any vote is cast or the effect of any vote, provided that any such action or omission is in good faith and in accordance with the terms of the Deposit Agreement. The Depositary shall not incur any liability for any failure to determine that any distribution or action may be lawful or reasonably practicable, for the content of any information submitted to it by the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities or for any tax consequences that may result from the ownership of ADSs, Shares or Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, for the failure or timeliness of any notice from the Company, or for any action or failure to act by, or any information provided or not provided by, DTC or any DTC participant.

(21) Resignation and Removal of the Depositary; Appointment of Successor Depositary. The Depositary may at any time resign as Depositary under the Deposit Agreement by written notice of resignation delivered to the Company, such resignation to be effective on the earlier of (i) the 90th day after delivery thereof to the Company (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2 of the Deposit Agreement), or (ii) upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by written notice of such removal, which removal shall be effective on the later of (i) the 90th day after delivery thereof to the Depositary (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2 of the Deposit Agreement), or (ii) upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, the City of New York. Every successor depositary shall be required by the Company to execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depositary, without any further act or deed (except as required by applicable law), shall become fully vested with all the rights, powers, duties and obligations of its predecessor (other than as contemplated in Sections 5.8 and 5.9 of the Deposit Agreement). The predecessor depositary, upon payment of all sums due it and on the written request of the Company, shall (i) execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder (other than as contemplated in Sections 5.8 and 5.9 of the Deposit Agreement), (ii) duly assign, transfer and deliver all right, title and interest to the Deposited Securities to such successor, and (iii) deliver to such successor a list of the Holders of all outstanding ADSs and such other information relating to ADSs and Holders thereof as the successor may reasonably request. Any such successor depositary shall promptly provide notice of its appointment to such Holders. Any corporation into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

(22) Amendment/Supplement. Subject to the terms and conditions of this paragraph 22, the Deposit Agreement and applicable law, this ADR and any provisions of the Deposit Agreement may at any time and from time to time be amended or supplemented by written agreement between the Company and the Depositary in any respect which they may deem necessary or desirable without the prior written consent of the Holders or Beneficial Owners. Any amendment or supplement which shall impose or increase any fees or charges (other than charges in connection with foreign exchange control regulations, and taxes and other governmental charges, delivery and other such expenses), or which shall otherwise materially prejudice any substantial existing right of Holders or Beneficial Owners, shall not, however, become effective as to outstanding ADSs until the expiration of thirty (30) days after notice of such amendment or supplement shall have been given to the Holders of outstanding ADSs. Notice of any amendment to the Deposit Agreement or any ADR shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided, however, that, in each such case, the notice given to the Holders identifies a means for Holders and Beneficial Owners to retrieve or receive the text of such amendment (*i.e.*, upon retrieval from the Commission's, the Depositary's or the Company's website or upon request from the Depositary). The parties hereto agree that any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act or (b) the ADSs to be settled solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to materially prejudice any substantial rights of Holders or Beneficial Owners. Every Holder and Beneficial Owner at the time any amendment or supplement so becomes effective shall be deemed, by continuing to hold such ADSs, to consent and agree to such amendment or supplement and to be bound by the Deposit Agreement and this ADR, if applicable, as amended or supplemented thereby. In no event shall any amendment or supplement impair the right of the Holder to surrender such ADS and receive therefor the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Notwithstanding the foregoing, if any governmental body should adopt new laws, rules or regulations which would require an amendment of, or supplement to, the Deposit Agreement to ensure compliance therewith, the Company and the Depositary may amend or supplement the Deposit Agreement and this ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement and this ADR in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance with such laws, rules or regulations.

(23) Termination. The Depositary shall, at any time at the written direction of the Company, terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. If ninety (90) days shall have expired after (i) the Depositary shall have delivered to the Company a written notice of its election to resign, or (ii) the Company shall have delivered to the Depositary a written notice of the removal of the Depositary, and, in either case, a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.4 of the Deposit Agreement, the Depositary may terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. The date so fixed for termination of the Deposit Agreement in any termination notice so distributed by the Depositary to the Holders of ADSs is referred to as the "Termination Date". Until the Termination Date, the Depositary shall continue to perform all of its obligations under the Deposit Agreement, and the Holders and Beneficial Owners will be entitled to all of their rights under the Deposit Agreement. If any ADSs shall remain outstanding after the Termination Date, the Registrar and the Depositary shall not, after the Termination Date, have any obligation to perform any further acts under the Deposit Agreement, except that the Depositary shall, subject, in each case, to the terms and conditions of the Deposit Agreement, continue to (i) collect dividends and other distributions pertaining to Deposited Securities, (ii) sell securities and other property received in respect of Deposited Securities, (iii) deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any securities or other property, in exchange for ADSs surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the fees and charges of, and reasonable expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (iv) take such actions as may be required under applicable law in connection with its role as Depositary under the Deposit Agreement. At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under the Deposit Agreement and shall after such sale hold un-invested the net proceeds of such sale, together with any other cash then held by it under the Deposit Agreement, in an un-segregated account and without liability for interest, for the pro - rata benefit of the Holders whose ADSs have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement except (i) to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the fees and charges of, and reasonable expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (ii) as may be required at law in connection with the termination of the Deposit Agreement. After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement, except for its obligations to the Depositary under Sections 5.8, 5.9 and 7.6 of the Deposit Agreement. The obligations under the terms of the Deposit Agreement of Holders and Beneficial Owners of ADSs outstanding as of the Termination Date shall survive the Termination Date and shall be discharged only when the applicable ADSs are presented by their Holders to the Depositary for cancellation under the terms of the Deposit Agreement.

(24) Compliance with U.S. Securities Laws. Notwithstanding any provisions in this ADR or the Deposit Agreement to the contrary, the withdrawal or delivery of Deposited Securities will not be suspended by the Company or the Depositary except as would be permitted by Instruction I.A.(1) of the General Instructions to the Form F-6 Registration Statement, as amended from time to time, under the Securities Act.

(25) Certain Rights of the Depositary; Limitations. Subject to the further terms and provisions of this paragraph (25) and Section 5.10 of the Deposit Agreement, the Depositary, its Affiliates and their agents, on their own behalf, may own and deal in any class of securities of the Company and its Affiliates and in ADSs. In its capacity as Depositary, the Depositary shall not lend Shares or ADSs; provided, however, that the Depositary may (i) issue ADSs prior to the receipt of Shares pursuant to Section 2.3 of the Deposit Agreement and (ii) deliver Shares prior to the receipt of ADSs for withdrawal of Deposited Securities pursuant to Section 2.7 of the Deposit Agreement, including ADSs which were issued under (i) above but for which Shares may not have been received (each such transaction a "Pre-Release Transaction"). The Depositary may receive ADSs in lieu of Shares under (i) above and receive Shares in lieu of ADSs under (ii) above. Each such Pre-Release Transaction will be (a) subject to a written agreement whereby the person or entity (the "Applicant") to whom ADSs or Shares are to be delivered (w) represents that at the time of the Pre-Release Transaction the Applicant or its customer owns the Shares or ADSs that are to be delivered by the Applicant under such Pre-Release Transaction, (x) agrees to indicate the Depositary as owner of such Shares or ADSs in its records and to hold such Shares or ADSs in trust for the Depositary until such Shares or ADSs are delivered to the Depositary or the Custodian, (y) unconditionally guarantees to deliver to the Depositary or the Custodian, as applicable, such Shares or ADSs and (z) agrees to any additional restrictions or requirements that the Depositary deems appropriate, (b) at all times fully collateralized with cash, U.S. government securities or such other collateral as the Depositary deems appropriate, (c) terminable by the Depositary on not more than five (5) business days' notice and (d) subject to such further indemnities and credit regulations as the Depositary deems appropriate. The Depositary will normally limit the number of ADSs and Shares involved in such Pre-Release Transactions at any one time to thirty percent (30%) of the ADSs outstanding (without giving effect to ADSs outstanding under (i) above), provided, however, that the Depositary reserves the right to change or disregard such limit from time to time as it deems appropriate. The Depositary may also set limits with respect to the number of ADSs and Shares involved in Pre-Release Transactions with any one person on a case by case basis as it deems appropriate. The Depositary may retain for its own account any compensation received by it in conjunction with the foregoing. Collateral provided pursuant to (b) above, but not earnings thereon, shall be held for the benefit of the Holders (other than the Applicant).

(ASSIGNMENT AND TRANSFER SIGNATURE LINES)

FOR VALUE RECEIVED, the undersigned Holder hereby sell(s), assign(s) and transfer(s) unto _____ whose taxpayer identification number is _____ and whose address including postal zip code is _____, the within ADS and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney-in-fact to transfer said ADS on the books of the Depositary with full power of substitution in the premises.

Dated:

Name: _____

By:
Title:

NOTICE: The signature of the Holder to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatsoever.

If the endorsement be executed by an attorney, executor, administrator, trustee or guardian, the person executing the endorsement must give his/her full title in such capacity and proper evidence of authority to act in such capacity, if not on file with the Depositary, must be forwarded with this ADR.

_____

SIGNATURE GUARANTEED

All endorsements or assignments of ADRs must be guaranteed by a member of a Medallion Signature Program approved by the Securities Transfer Association, Inc.

Legends

[The ADRs issued in respect of Partial Entitlement American Depositary Shares shall bear the following legend on the face of the ADR: "This ADR evidences ADSs representing 'partial entitlement' Class A ordinary shares of Renren Inc. and as such do not entitle the holders thereof to the same per-share entitlement as other Class A ordinary shares (which are 'full entitlement' Class A ordinary shares) issued and outstanding at such time. The ADSs represented by this ADR shall entitle holders to distributions and entitlements identical to other ADSs when the Class A ordinary shares represented by such ADSs become 'full entitlement' Class A ordinary shares."]

EXHIBIT B

FEE SCHEDULE

DEPOSITARY FEES AND RELATED CHARGES

All capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Deposit Agreement.

I. Depositary Fees

The Company, the Holders, the Beneficial Owners and the persons depositing Shares or surrendering ADSs for cancellation agree to pay the following fees of the Depositary:

	Service	Rate	By Whom Paid
(1)	**Issuance of ADSs upon deposit of Shares (excluding issuances as a result of distributions described in paragraph (4) below).**	**Up to U.S. $5.00 per 100 ADSs (or fraction thereof) issued.**	**Person depositing Shares.**
(2)	**Delivery of Deposited Securities against surrender of ADSs.**	**Up to U.S. $5.00 per 100 ADSs (or fraction thereof) surrendered.**	**Person surrendering ADSs for purpose of withdrawal of Deposited Securities.**
(3)	**Distribution of cash dividends or other cash distributions (i.e., sale of rights and other entitlements).**	**Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held.**	**Person to whom distribution is made.**
(4)	**Distribution of ADSs pursuant to (i) stock dividends or other free stock distributions, or (ii) exercise of rights to purchase additional ADSs.**	**Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held.**	**Person to whom distribution is made.**
(5)	**Distribution of securities other than ADSs or rights to purchase additional ADSs (i.e., spin-off shares).**	**Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held.**	**Person to whom distribution is made.**
(6)	**Depositary Services.**	**Up to U.S. $5.00 per 100 ADSs (or fraction thereof) held.**	**Person holding ADSs on applicable record date(s) established by the Depositary.**

II. Charges

Holders, Beneficial Owners, persons depositing Shares and persons surrendering ADSs for cancellation and for the purpose of withdrawing Deposited Securities shall be responsible for the following charges:

(i) taxes (including applicable interest and penalties) and other governmental charges;

(ii) such registration fees as may from time to time be in effect for the registration of Shares or other Deposited Securities on the share register and applicable to transfers of Shares or other Deposited Securities to or from the name of the Custodian, the Depositary or any nominees upon the making of deposits and withdrawals, respectively;

(iii) such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the Deposit Agreement to be at the expense of the person depositing or withdrawing Shares or Holders and Beneficial Owners of ADSs;

(iv) the expenses and charges incurred by the Depositary in the conversion of foreign currency;

(v) such fees and expenses as are incurred by the Depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to Shares, Deposited Securities, ADSs and ADRs; and

(vi) the fees and expenses incurred by the Depositary, the Custodian, or any nominee in connection with the servicing or delivery of Deposited Securities.

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Exhibit 4.4

EXECUTION VERSION

OAK PACIFIC INTERACTIVE

AMENDED AND RESTATED VOTING AGREEMENT

This **AMENDED AND RESTATED VOTING AGREEMENT** (this "***Agreement***") is entered into as of April 4, 2008 by and among Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 Revision) of the Cayman Islands (the "***Company***"), those holders of the Company's Series A Preferred Shares (as defined below) and Series B Preferred Shares (as defined below) listed on ***Schedule A*** hereto (individually, a "***Junior Preferred Investor***" and collectively, the "***Junior Preferred Investors***"), certain holders of the Company's Ordinary Shares (as defined below), listed on ***Schedule B*** hereto (individually, a "***Founder***" and collectively, the "***Founders***"), certain other holders of the Company's Ordinary Shares listed on ***Schedule C*** (the "***UU Holders***"), the holders of Series C Preferred Shares (as defined below) listed on ***Schedule D*** hereto (each a "***Series C Investor***" and together, the "***Series C Investors***"), the holders of Series D Preferred Shares (as defined below) and Series D Warrants (as defined below), listed on ***Schedule E*** hereto (each a "***New Investor***" and together, the "***New Investors***").

RECITALS:

1. This Agreement amends and restates that certain Voting Agreement (the "***Prior Agreement***"), dated as of March 2, 2006, by and among the parties thereto, as originally entered into on October 7, 2005.

2. The execution and delivery of this Agreement is a condition to closing the transactions contemplated by that certain Series D Securities Purchase Agreement (the "***Purchase Agreement***"), dated as of the date hereof, by and among the Company and the New Investors.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Prior Agreement shall be superceded and replaced in its entirety by this Agreement, and the parties hereto further agree as follows:

1. ***Defined Terms***.

1.1 ***Definitions***. As used in this Agreement, and unless the context requires a different meaning, the following terms have the following meanings:

"**2006 Equity Incentive Plan**" means the Company's equity incentive plan duly approved by the Company's Board of Directors for issuance to officers, directors, advisors, consultants and employees of the Company and the Subsidiaries and effective from February 27, 2006.

"**2008 Equity Incentive Plan**" means the Company's equity incentive plan duly approved by the Company's Board of Directors for issuance to officers, directors, advisors, consultants and employees of the Company and the Subsidiaries and effective from January 31, 2008.

"***2009 Series D Warrants***" has the meaning set forth in the Purchase Agreement.

"***2010 Series D Warrants***" has the meaning set forth in the Purchase Agreement.

"***Affiliate***" means any Person who is an "affiliate" as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"***Board of Directors***" means the Board of Directors of the Company.

"***Company Designees***" means the members of the Company's Board of Directors appointed pursuant to *Sections 2.1(a)* and *2.1(b)*.

"***DCM Shareholders***" means DCM III, L.P., DCM III-A, L.P., DCM Affiliates Fund III, L.P. and any Affiliate thereof that owns or acquires any Shares.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

"***General Atlantic Shareholders***" means GAP LP, GAP Coinvestment III, GAP Coinvestment IV, GAP Coinvestments CDA, GAP-W, GapStar, GmbH Coinvestment, and any Affiliate thereof that owns or acquires any Shares, and the term "***General Atlantic Shareholder***" shall mean any such Person.

"***GAP LP***" means General Atlantic Partners (Bermuda), L.P., a Bermuda limited partnership.

"***GAP-W***" means GAP-W International LP, a Bermuda limited partnership.

"***GAP Coinvestment III***" means GAP Coinvestments III, LLC, a Delaware limited liability company.

"***GAP Coinvestment IV***" means GAP Coinvestments IV, LLC, a Delaware limited liability company.

"***GAP Coinvestments CDA***" means GAP Coinvestments CDA, L.P. a Delaware limited partnership.

"***GapStar***" means GapStar, LLC, a Delaware limited liability company.

"***GmbH Coinvestment***" means GAPCO GmbH & Co. KG, a German limited partnership.

"***Governmental Authority***" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"***Investors***" means the Junior Preferred Investors, the UU Holders, the Series C Investors, and the New Investors, and the term "Investor" shall mean any such Person.

"***Investors' Rights Agreement***" means the Amended and Restated Investors' Rights Agreement dated as of the date hereof among the Company and the Shareholders.

"***Ordinary Shares***" means ordinary shares of the Company, par value US$0.01.

"***Ordinary Share Equivalents***" means any security or obligation which is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Ordinary Shares, including, without limitation the Preferred Shares, and any option, warrant or other subscription or purchase right with respect to Ordinary Shares or any Ordinary Share Equivalent.

"***Person***" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"***Preferred Shares***" means the Series A Preferred Shares, Series B Preferred Shares, Series C Preferred Shares and Series D Preferred Shares.

"***Qualified IPO***" has the meaning as set forth in the Company's Amended and Restated Memorandum and Articles of Association, as amended.

"***Right of First Offer and Co-Sale Agreement***" means the Amended and Restated Right of First Offer and Co-Sale Agreement dated as of the date hereof among the Company and the Shareholders.

"***Shareholders***" means the Founders, the Investors and their Permitted Transferees (as defined in the Right of First Offer and Co-Sale Agreement), and any Person who acquires Shares from any such Person or their transferees or assignees in accordance with the Right of First Offer and Co-Sale Agreement.

"***Shares***" means the Ordinary Shares, whether now owned or hereafter acquired, and any other Ordinary Share Equivalents.

"***Series A Preferred Shares***" means Series A Preferred Shares of the Company, par value US$0.01 per share.

"***Series B Preferred Shares***" means Series B Preferred Shares of the Company, par value US$0.01 per share.

"***Series C Preferred Shares***" means Series C Preferred Shares of the Company, par value US$0.01 per share.

"***Series D Preferred Shares***" means Series D Preferred Shares of the Company, par value US$0.01 per share.

"***Series D Warrants***" has the meaning set forth in the Purchase Agreement.

"***Softbank Shareholders***" means Softbank Corp., its Permitted Transferees (as defined in the Right of First Offer and Co-Sale Agreement) and any Affiliate thereof that owns or acquires any Shares and the term "***Softbank Shareholder***" shall mean any such Person**.**

"***Subsidiaries***" has the meaning set forth in the Purchase Agreement.

"***TCV Shareholders***" means TCV V, L.P., TCV Member Fund, L.P. and any Affiliate thereof that owns or acquires Shares.

Terms defined elsewhere in this Agreement.

"***Agreement***"	Preamble
"***Company***"	Preamble
"***DCM Designee***"	Section 2.1(d)
"***Founder***"	Preamble
"***Founders***"	Preamble
"***GA Designee***"	Section 2.1(e)
"***New Investor***"	Preamble
"***New Investors***"	Preamble
"***Prior Agreement***"	Recitals
"***Junior Preferred Investor***"	Preamble
"***Junior Preferred Investors***"	Preamble
"***Purchase Agreement***"	Recitals
"***Series C Investor***"	Preamble
"***Series C Investors***"	Preamble
"***Softbank Designee***"	Section 2.1(f)
"***Terminated GA Designee***"	Section 3(b)
"***Terminated Softbank Designee***"	Section 3(c)
"***UU Holders***"	Preamble

2. ***Corporate Governance***.

2.1 ***Board Representation*****.** During the term of this Agreement, the Shareholders agree to vote all of the Shares owned by them, by written consent, or at any annual or special meeting called for the purpose of electing directors, and take all other necessary or desirable actions within his, her or its control (whether in his, her or its capacity as a shareholder, director or officer of the Company or otherwise), so as to cause the total number of authorized directors of the Company to be six (6) (subject to adjustment based upon the Softbank Shareholders' right to appoint an additional director pursuant *Section 2.1(f)*), and to elect the following individuals to the Board of Directors as more fully set forth below:

(a) the Chief Executive Officer of the Company, who shall be appointed by the Board of Directors, and who shall initially be Joseph Chen;

(b) one (1) designee of the Company, who shall be nominated by the Chief Executive Officer, who shall initially be James Liu.

(c) one (1) independent director within the meaning of Rule 4200 of the Marketplace Rules of The Nasdaq Stock Market, Inc., who shall be reasonably acceptable to the New Investors, the Series C Investors, the DCM Designee, and the Chief Executive Officer, who shall initially be Shoa-Kai Liu; provided that no current or former officer or employee of the Company or any Affiliate of a current or former officer or employee of the Company shall be designated pursuant to this *Section 2.1(c);*

(d) Provided that and for so long as the DCM Shareholders continue to hold at least one million five hundred thousand (1,500,000) Ordinary Shares then outstanding (calculated on an as converted basis and subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such Shares), one (1) designee of the DCM Shareholders, who shall be nominated by the holders of a majority of the Ordinary Shares and Preferred Shares held by the DCM Shareholders (the "***DCM Designee***"), which designee shall initially be David Chao, provided, however, at such time as David Chao no longer sits on the Board of Directors, the DCM Designee shall be such person who is designated by the DCM Shareholders after reasonable consultation with the Chief Executive Officer, during which consultation the DCM Shareholders shall propose at least two potential candidates to replace David Chao. The Chief Executive Officer shall promptly accept one of such two proposed replacement candidates as the DCM Designee;

(e) Provided that and for so long as the General Atlantic Shareholders hold at least twenty percent (20%) of the Series C Preferred Shares (or the Ordinary Shares issuable upon conversion of such Series C Preferred Shares) held by the General Atlantic Shareholders on March 2, 2006, one (1) designee of the General Atlantic Shareholders, who shall initially be Zheng Wang (the "***GA Designee***");

(f) Provided that at any time and for so long as the Softbank Shareholders hold at least eighty percent (80%) of the Series D Preferred Shares (assuming the 2009 Series D Warrants and the 2010 Series D Warrants have been exercised in full by them at such time) (or the Ordinary Shares issuable upon conversion of such Series D Preferred Shares) then outstanding, one (1) designee of the Softbank Shareholders, who shall initially be Masayoshi Son (the "***Softbank Designee***"). Upon exercise of all of the 2009 Series D Warrants and for so long as the Softbank Shareholders hold at least eighty percent (80%) of the Series D Preferred Shares (assuming the 2009 Series D Warrants and the 2010 Series D Warrants have been exercised in full by them at such time) (or the Ordinary Shares issuable upon conversion of such Series D Preferred Shares) then outstanding, the Softbank Shareholders shall have the right to nominate one additional director and the Board of Directors shall be increased in size to seven (7) members. The identity of the person(s) nominated by Softbank to act as a director(s) is subject to the satisfaction and approval of at least a majority of the Board of Directors (excluding the vote of the board members designated by the Softbank Shareholders), acting reasonably (such approved nominee also being each a "***Softbank Designee***"). In the event of rejection of the proposed Softbank Designee, the Softbank Shareholders shall be entitled to designate another nominee; and

(g) This Agreement shall apply solely to matters related to the election of directors (and the size of the Board of Directors) upon which Shareholders have a right to vote under the Memorandum or Articles of Association of the Company.

2.2 ***Committee Representation.*** The GA Designee and the Softbank Designee each shall have the right to be appointed to each committee of the Board of Directors and each Shareholder shall vote its or his Shares to cause the Board of Directors to give effect to this *Section 2.2*.

2.3 ***Rights and Obligations of the Shareholders and the Company in Relation to Each Subsidiary.*** Unless otherwise agreed to by the GA Designee, the Softbank Designee(s), and the DCM Designee in writing, the Company shall cause the board of directors of each wholly-owned Subsidiary, to the extent permitted by applicable law, to be the same size as the Board of Directors and to include directors nominated by Shareholders of the Company in the same proportion as each such Shareholder is represented on the Board of Directors. With respect to each Subsidiary that is not wholly-owned, each Shareholder with a right to nominate a director to the Board of Directors shall have the right to nominate a director to the board of directors of each such Subsidiary and the Company shall take all actions necessary and desirable to give effect to such right. The right of nomination by each Shareholder shall also carry the right to remove or replace the director so nominated, and if a nominating Shareholder ceases to be a Shareholder, such Shareholder shall immediately cause the directors on the board of each Subsidiary appointed by such Shareholder to resign or be removed. The Shareholders shall cause their nominees on the boards of directors of the Subsidiaries to vote in the manner determined by the Board of Directors and shall cause any director who fails to vote in such manner to be removed. The Company shall ensure that no board of directors of any Subsidiary shall take any action without the prior approval of the Board of Directors. The Company shall cause the quorum and voting arrangements and other procedures with respect to the boards of directors of the Subsidiaries, as well as other corporate governance matters, to the extent permitted by applicable law, to be the same as those set forth in *Section 3* with respect to the Board of Directors and the Company.

3. ***Appointment of Directors***.

(a) In the event of the resignation, death, removal or disqualification of a director selected pursuant to *Section 2.1* (*Board Representation*), the Shareholders entitled to select such director pursuant to *Section 2.1* (*Board Representation*) shall promptly nominate a new director, and, after written notice of the nomination has been given by such Shareholders to the other Shareholders, the Shareholders entitled to vote with respect to the election of such director shall vote his/her/its Shares to elect such nominee to the Board of Directors; provided that, in the case of a new director elected pursuant to *Section 2.1(d)*, *Section 2.1(e)*, or *Section 2.1(f)* the right of the DCM Shareholders, the General Atlantic Shareholders, or the Softbank Shareholders, as the case may be, shall be subject to the share ownership conditions set forth in *Section 2.1(d)*, *Section 2.1(e)*, *Section 2.1(f)*, as the case may be.

(b) If it is the GA Designee that resigns, dies, is removed or is disqualified (a "***Terminated GA Designee***"), neither the Shareholders nor the Board of Directors shall authorize the Company to transact any business outside the ordinary course of business or that is adverse to the interests of the General Atlantic Shareholders as Shareholders until the earlier of (i) the date that the successor or replacement GA Designee nominated by the General Atlantic Shareholders has been elected pursuant to Article 75.4 of the Company's Memorandum and Articles of Association or (ii) the date that is ten (10) days after the original date of the resignation, death, removal or disqualification of the Terminated GA Designee; provided, however, that the General Atlantic Shareholders shall in good faith use their commercially reasonable efforts to nominate and elect a successor or replacement GA Designee as soon as possible after the resignation, death, removal or disqualification of the Terminated GA Designee and in any case within ten (10) days after such resignation, death, removal or disqualification; provided, further, that the other Shareholders agree to cooperate in good faith with the General Atlantic Shareholders in furtherance of the foregoing provisions and vote their Shares, to the extent necessary under the laws of the Cayman Islands, whether by way of a meeting called for that purpose or by written consent and in any event as expeditiously as reasonably possible, in accordance with the Company's Memorandum and Articles of Association and this Agreement to elect the person nominated by the General Atlantic Shareholders to replace or succeed the Terminated GA Designee.

(c) If it is the Softbank Designee that resigns, dies, is removed or is disqualified (a "***Terminated Softbank Designee***"), neither the Shareholders nor the Board of Directors shall authorize the Company to transact any business outside the ordinary course of business or that is adverse to the interests of the Softbank Shareholders as Shareholders until the earlier of (i) the date that the successor or replacement Softbank Designee nominated by the Softbank Shareholders has been elected pursuant to Article 75.4 of the Company's Memorandum and Articles of Association or (ii) the date that is ten (10) days after the original date of the resignation, death, removal or disqualification of the Terminated Softbank Designee; provided, however, that the Softbank Shareholders shall in good faith use their commercially reasonable efforts to nominate and elect a successor or replacement Softbank Designee as soon as possible after the resignation, death, removal or disqualification of the Terminated Softbank Designee and in any case within ten (10) days after such resignation, death, removal or disqualification; provided, further, that the other Shareholders agree to cooperate in good faith with the Softbank Shareholders in furtherance of the foregoing provisions and vote their Shares, to the extent necessary under the laws of the Cayman Islands, whether by way of a meeting called for that purpose or by written consent and in any event as expeditiously as reasonably possible, in accordance with the Company's Memorandum and Articles of Association and this Agreement to elect the person nominated by the Softbank Shareholders to replace or succeed the Terminated Softbank Designee.

4. ***Removal***. Each Shareholder entitled to designate a director pursuant to *Section 2.1* (*Board Representation*) may remove its or his designated director at any time and from time to time, with or without cause (subject to the Articles of Association of the Company and any requirements of law), in his or its sole discretion, and, after written notice to each of the parties hereto of the new nominee designated to replace such director, each Shareholder entitled to vote with respect to the election of such director shall promptly vote its or his Shares to elect such nominee to the Board of Directors; *provided that*, in the case of a new director elected pursuant to *Section 2.1(d)*, *Section 2.1(e)*, or *Section 2.1(f)*, the right of the DCM Shareholders, the General Atlantic Shareholders, or the Softbank Shareholders, as the case may be, shall be subject to the share ownership conditions set forth in *Section 2.1(d)*, *Section 2.1(e)*, or *Section 2.1(f)*, as the case may be. For the avoidance of doubt, the Company Designees may only be removed by the Company, the GA Designee may only be removed by the General Atlantic Shareholders, the DCM Designee may only be removed by the DCM Shareholders, the Softbank Designee(s) may only be removed by the Softbank Shareholders, and no Shareholder shall vote its Shares to remove the Company Designees, the GA Designee, the DCM Designee or the Softbank Designee(s) without the prior written consent of the Company, the General Atlantic Shareholders, the DCM Shareholders, or the Softbank Shareholders as the case may be.

5. ***Observer Rights***.

(a) At any time at which the DCM Shareholders (i) hold at least five hundred thousand (500,000) Ordinary Shares then outstanding (calculated on an as converted basis and subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such Shares), and (ii) no longer have the right to appoint the DCM Designee, the Company shall permit the DCM Shareholders to designate (by the vote of the holders of at least a majority of the Shares held by the DCM Shareholders) any one person to receive notice and all such other information relating to such meetings as is given to members of the Board of Directors and attend all meetings of the Board of Directors in a non-voting observer capacity.

(b) For as long as the TCV Shareholders holds at least fifty percent (50%) of the Series C Preferred Shares (or Ordinary Shares issued upon conversion of the Series C Preferred Shares) held by the TCV Shareholders on March 2, 2006 the Company shall permit the TCV Shareholders to designate (by the vote of the holders of at least a majority of the Shares held by the TCV Shareholders) any one person to receive notice and all such other information relating to such meetings as is given to members of the Board of Directors and attend all meetings of the Board of Directors in a non-voting observer capacity.

(c) Until such time as all the 2009 Series D Warrants (i) are exercised and a second Softbank Designee has been approved to join the Board of Directors or (ii) expire by their terms, the Company shall permit the Softbank Shareholders to designate (by the vote of the holders of at least a majority of the Shares held by the Softbank Shareholders) any one person to receive notice and all such other information relating to such meetings as is given to members of the Board of Directors and attend all meetings of the Board of Directors in a non-voting observer capacity.

In each case, such observer shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so received. The Company reserves the right to exclude such observer from access to any materials or meetings or portions thereof if the Company believes, upon advice of counsel, that such exclusion is reasonably necessary to preserve attorney-client privilege.

6. ***Legends*****.** Each certificate representing Shareholders' Shares shall be endorsed by the Company with a legend reading as follows:

> "THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT BY AND AMONG THE COMPANY AND CERTAIN OF ITS SHAREHOLDERS (A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH VOTING AGREEMENT."

7. ***No Liability for Election of Recommended Director***. None of the Shareholders nor any officer, director, shareholder, partner, member, employee or agent of any Shareholder makes any representation or warranty as to the fitness or competence of the nominee of any Shareholder or individual hereunder to serve on the Board of Directors by virtue of such Shareholder's execution of this Agreement or by the act of such Shareholder in voting for such nominee pursuant to this Agreement.

8. ***Grant of Proxy***. Should the provisions of this Agreement be construed to constitute the granting of proxies, such proxies shall be deemed coupled with an interest and are irrevocable for the term of this Agreement.

9. ***Specific Enforcement***. Each party hereto agrees that its obligations hereunder are necessary and reasonable to protect the other parties to this Agreement, and each party expressly agrees and understands that monetary damages would inadequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that, in addition to any other remedies that may be available at law, in equity or otherwise, any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order, without the necessity of proving actual damages. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

10. ***Covenants of the Company***. The Company agrees to use commercially reasonable efforts to ensure that the rights given to the applicable Shareholders hereunder are effective and that such Shareholders enjoy the benefits thereof, including, without limitation causing the nomination and election of the designees in accordance with *Section 2* (*Corporate Governance*) The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all of the provisions of this Agreement and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of the Shareholders hereunder against impairment. The Company shall not issue any Shares or any other Shares to any Person (other than issuances pursuant to the 2008 Equity Incentive Plan and 2006 Equity Incentive Plan) unless, as a condition of such issuance, such Person becomes a party to this Agreement, the Investors' Rights Agreement, and the Right of First Offer and Co-Sale Agreement on terms and conditions reasonably satisfactory to the parties hereto and thereto.

11. ***Covenants of the Shareholders***. From and after the execution of this Agreement, in any written consent or at any annual or special meeting of Shareholders, (a) each of the Shareholders shall vote its Shares, and each of the Shareholders and the Company shall take all other actions necessary, to give effect to the provisions of this Agreement and to ensure that the Company's Memorandum and Articles of Association do not, at any time hereafter, conflict in any respect with the provisions of this Agreement, the Investors' Rights Agreement, or the Right of First Offer and Co-Sale Agreement; (b) each of the Shareholders shall vote his or its Shares, upon any matter submitted for action by the Shareholders, in conformity with the specific terms and provisions of this Agreement, the Investors' Rights Agreement, the Right of First Offer and Co-Sale Agreement and the Company's Memorandum and Articles of Association; and (c) none of the Shareholders shall vote his or its Shares in favor of any amendment of the Company's Memorandum and Articles of Association which would conflict with, or purport to amend or supercede, any of the provisions of this Agreement, the Investors' Rights Agreement, or the Right of First Offer and Co-Sale Agreement. In order to effectuate the provisions of this Agreement, the Investors' Rights Agreement, or the Right of First Offer and Co-Sale Agreement, each of the Shareholders (i) hereby agrees that when any action or vote is required to be taken pursuant to this Agreement, such Shareholder, as the case may be, shall use his or its reasonable best efforts to call, or cause the appropriate officers and directors of the Company to call, a meeting of the Shareholders, or to execute or cause to be executed a written consent to effectuate such Shareholder action, (ii) shall use his or its reasonable best efforts to cause the Board of Directors to adopt, either at a meeting of the Board of Directors or by unanimous written consent of the Board of Directors, all the resolutions necessary to effectuate the provisions of this Agreement, the Investors' Rights Agreement, and the Right of First Offer and Co-Sale Agreement, and (iii) shall use his or its reasonable best efforts to cause the Board of Directors to cause the Secretary of the Company, or if there be no Secretary, such other officer of the Company as the Board of Directors may appoint to fulfill the duties of Secretary, not to record any vote or consent contrary to the terms of this Agreement, the Investors' Rights Agreement, or the Right of First Offer and Co-Sale Agreement.

12. ***Manner of Voting***. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law.

13. ***Execution by the Company***. The Company shall cause the certificates evidencing the Shares to bear the legend required by *Section 6 (Legends)* above, and it shall supply, free of charge, a copy of this Agreement to any holder of a certificate evidencing Shares upon written request from such holder to the Company at its principal office. The parties do hereby agree that the failure to cause the certificates evidencing the Shares to bear the legend required by *Section 6 (Legends)* herein and/or failure of the Company to supply, free of charge, a copy of this Agreement as provided under this *Section 13 (Execution by the Company)* shall not affect the validity or enforcement of this Agreement.

14. ***Board Meeting Expenses***. The Company agrees to reimburse the directors of the Company and the observer selected by the DCM Shareholders for reasonable travel and other customary expenses incurred in connection with attendance at Board of Directors and committee meetings and other Company business.

15. ***Director's and Officer's Insurance***. The Company shall use commercially reasonable efforts to obtain, within a reasonable time following the date of this Agreement, adequate insurance covering its officers and directors and their related persons, including the venture funds, from claims arising from actions taken in good faith on behalf of the Company, provided that such insurance is available on commercially reasonable terms as determined by the Board of Directors of the Company.

16. ***Board Meetings***. Unless otherwise determined by the Company's Board of Directors, meetings of the Board of Directors of the Company shall be held at least once each calendar quarter.

17. ***Indemnification Agreements.*** At such time as a DCM Designee serves on the Company's Board of Directors, the Company and the DCM Designee will enter into an Indemnification Agreement mutually acceptable to the Company and the DCM Designee. In addition, the GA Designee and the Company will enter into an Indemnification Agreement mutually acceptable to the Company and the GA Designee. Finally, the Softbank Designee(s) and the Company will enter into an Indemnification Agreement mutually acceptable to the Company and the Softbank Designee(s).

18. ***Amendments; Waivers*****.** Any term hereof may be amended or waived with the written consent of: (i) the Company; (ii) the holders of at least a majority of the Preferred Shares, voting together as a single class on an as converted into Ordinary Shares basis; (iii) such General Atlantic Shareholders owning at least a majority of the Shares owned by all of the General Atlantic Shareholders; (iv) such DCM Shareholders owning at least a majority of the Shares owned by all of the DCM Shareholders (v) such Softbank Shareholders owning at least a majority of the Shares owned by all of the Softbank Shareholders and (vi) the holders of a majority of the Ordinary Shares held by the Shareholders (or their respective successors and assigns); *provided that* no consent of any Founder shall be necessary for any amendment and/or restatement which merely includes additional holders of Preferred Shares or other preferred shares of the Company or other employees of the Company as Shareholders and does not materially increase such Shareholders' obligations hereunder.

Any amendment or waiver so effected shall be binding upon the Company, each of the parties hereto and any assignee of any such party; *provided*, *however*, that notwithstanding the foregoing, if such amendment or waiver has the effect of affecting the Shares held by the TCV Shareholders (I) in a manner different than securities issued to the other Investors and (II) in a manner adverse to the interests of the TCV Shareholders, then such amendment or waiver shall require the consent of the holders of a majority of the Shares held by the TCV Shareholders. It being understood and agreed upon by the parties hereto that, without limiting the foregoing differences in the amount paid for securities by holders and differences in the number of Shares held by holders (except in the case of an amendment that alters or changes the number or percentage of Shares that a Shareholder must hold to receive certain rights under this Agreement or an amendment to add a new provision to this Agreement, which provision grants rights or imposes obligations upon a Shareholder based on the number or percentage of Shares such Shareholder holds and is not merely pro-rata based on number of Shares held) shall be ignored in determining if such amendment or waiver adversely affects a holder of Shares in a manner different than the other Investors. Any amendment or waiver effected in accordance with this *Section 18* (*Amendments; Waivers*) shall be binding upon the Company and the Shareholders, and each of their respective successors and assigns.

19. ***Termination***. This Agreement shall terminate upon the earlier to occur of (a) the consummation of the Company's Qualified IPO causing the automatic conversion of its Preferred Shares into Ordinary Shares or (b) fifteen (15) years from the date hereof.

20. ***Notices***. Any notice required or permitted by any provision of this Agreement shall be given in writing and shall be delivered either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means (i) in the case of a Founder to the Founder's address as set forth in the schedules or such other address as the Founder may designate in writing from time to time, (ii) in the case of the Company, to its principal office, (iii) in the case of any Investor which is an original party to this Agreement at the address of such Investor as set forth in the signature pages or schedules hereto or such other address for such Investor as shall be designated in writing from time to time by such Investor; and, (iv) in the case of any permitted transferee of a party to this Agreement or its transferee, to such transferee at its address as designated in writing by such transferee to the Company from time to time. Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid if sent during normal business hours of the recipient and if not sent during normal business hours, then the next Business Day of the recipient.

21. ***Severability*****.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

22. ***Governing Law; Venue; Waiver of Jury Trial***.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement to be brought by or on behalf of any of the parties will be brought or otherwise commenced in any state or federal court located in New York County, the State of New York. With respect to any such action, each party to this Agreement: (i) expressly and irrevocably consents and submits to the non-exclusive jurisdiction of each state and federal court located in the county and city of New York, New York (and each appellate court located in the State of New York) in connection with any such legal proceeding; (ii) agrees that each state and federal court located in the County of New York, the State of New York, shall be deemed to be a convenient forum; and (iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the county and city of New York, the State of New York, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(c) Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the transactions contemplated by this Agreement. Each of the parties hereto hereby (a) certifies that no representative, agent or attorney of the other parties has represented, expressly or otherwise, that such other parties would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications set forth in this *Section 22*.

23. ***Counterparts*****.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. ***Successors and Assigns*****.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

25. ***Entire Agreement*****.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all other agreements between or among any of the parties with respect to the subject matter hereof, including, without limitation, the Prior Agreement. In the event of a conflict or discrepancy between the provisions of this Agreement and the provisions of the Amended and Restated Memorandum and Articles of Association, the provisions of the Amended and Restated Memorandum and Articles of Association shall prevail.

26. ***Titles and Subtitles***. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

27. ***Aggregation of Shares***. All Shares held or acquired by any Shareholder and its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

28. ***Delays or Omissions***. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement or any waiver on such party's part of any provisions or conditions of the Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any party, shall be cumulative and not alternative.

29. ***Ownership***. Each Founder, to his or her knowledge, represents and warrants to the Investors and the Company that: (a) such Founder holds the Shares now held by it free and clear of liens or encumbrances, and has not, prior to or on the date of this Agreement, executed or delivered any proxy or entered into any other voting agreement or similar arrangement other than one which has expired or terminated prior to the date hereof and (b) such Founder has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Founder.

[Signature Pages Follow.]

The parties have executed this Voting Agreement as of the date first written above.

COMPANY:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen

Joseph Chen, President and Chief Executive Officer

Address: 23/F Jing'an Center, No. 8
Beisanhuan, East Road
Chaoyang District
Beijing, PRC 100028

Fax: (8610) 8522-3008

OAK PACIFIC INTERACTIVE

FOUNDER/JUNIOR PREFERRED INVESTOR SIGNATURE PAGE
TO
AMENDED AND RESTATED RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT,
AMENDED AND RESTATED VOTING AGREEMENT
AND
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

IN WITNESS WHEREOF, by signing below, the undersigned Founder and/or Junior Preferred Investor agrees to be bound by the terms and conditions of:

1. the Amended and Restated Right of First Offer and Co-Sale Agreement by and among the Company, the Founders and the Investors;

2. the Amended and Restated Voting Agreement by and among the Company, the Founders and the Investors; and

3. the Amended and Restated Investors' Rights Agreement by and among the Company, the Founders and the Investors.

NAME

_____
Signature

_____
Date

_____
Signature of Spouse (if applicable)

If an entity:

By: _____

Name: _____

Title: _____

Date: _____

OAK PACIFIC INTERACTIVE

SIGNATURE PAGE TO THE AMENDED AND RESTATED VOTING AGREEMENT

NEW INVESTORS:

_____

By:

_____

By: _____

Name:

Title:

OAK PACIFIC INTERACTIVE

SIGNATURE PAGE TO THE AMENDED AND RESTATED VOTING AGREEMENT

SERIES C INVESTORS:

General Atlantic Partners (Bermuda), L.P.
By: GAP (Bermuda) Limited, its general partner

By: _____
Name:
Title:

GAP-W International LP

By: _____
Name:
Title:

GapStar, LLC
By: General Atlantic LLC, its sole member

By: _____
Name:
Title:

GAP Coinvestments III, LLC

By: _____
Name:
Title:

GAP Coinvestments IV, LLC

By: _____
Name:
Title:

GAPCO GmbH & Co. KG
By: GAPCO Management GmbH,
its general partner

By: _____
Name:
Title:

GAP Coinvestments CDA, L.P.
By: General Atlantic LLC,
its general partner

By: _____
Name:
Title:

Address for the General Atlantic Shareholders:

c/o General Atlantic Service Company, LLC
3 Pickwick Plaza
Greenwich, CT 06830
USA
Fax: (203) 302-3044
Attention: David A. Rosenstein, Esq.

General Atlantic Partners (Bermuda), L.P.
GAP-W International LP
Clarendon House
Church Street
Hamilton HM11
Bermuda

GAPCO GmbH & Co. KG
c/o General Atlantic GmbH
Koenigsallee 62
40212 Düsseldorf
Germany

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Fax: (212) 757-3990
Attention: Douglas A. Cifu, Esq.

Paul, Weiss, Rifkind, Wharton & Garrison
12/F, Hong Kong Club Building
3A Chater Road, Central
Hong Kong
Fax: (852) 2536-9622
Attention: Jeanette K. Chan, Esq.

TCV V, L.P., a Delaware Limited Partnership
By: Technology Crossover Management V, L.L.C.
Its: General Partner

By: /s/ Robert Bensky
Name: Robert Bensky
Title: Attorney in Fact

TCV Member Fund, L.P., a Delaware Limited Partnership
By: Technology Crossover Management V, L.L.C.,
Its: General Partner

By: /s/ Robert Bensky
Name: Robert Bensky
Title: Attorney in Fact

Mailing Address:
Technology Crossover Ventures
528 Ramona Street
Palo Alto, California 94301
Attention: Carla Newell
Phone: (650) 614-8200
Fax: (650) 614-8222

with a copy to:

Technology Crossover Ventures
56 Main Street, Suite 210
Millburn, New Jersey 07041
Attention: Robert C. Bensky
Phone: (973) 467-5320
Fax: (973) 467-5323

Exhibit 4.5

EXECUTION VERSION

OAK PACIFIC INTERACTIVE

AMENDED AND RESTATED RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT

This **AMENDED AND RESTATED RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT** (this "***Agreement***") is entered into as of April 4, 2008 by and among Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 Revision) of the Cayman Islands (the "***Company***"), those holders of the Company's Series A Preferred Shares (as defined below) and Series B Preferred Shares (as defined below) listed on ***Schedule A*** hereto (individually, a "***Junior Preferred Investor***" and collectively, the "***Junior Preferred Investors***"), certain holders of the Company's Ordinary Shares (as defined below), listed on ***Schedule B*** hereto (individually, a "***Founder***" and collectively, the "***Founders***"), certain other holders of the Company's Ordinary Shares listed on ***Schedule C*** (the "***UU Holders***"), the holders of Series C Preferred Shares (as defined below) listed on ***Schedule D*** hereto (each a "***Series C Investor***" and together, the "***Series C Investors***"), the holders of Series D Preferred Shares (as defined below) and Series D Warrants (as defined below), listed on ***Schedule E*** hereto (each a "***New Investor***" and together, the "***New Investors***").

RECITALS:

1. This Agreement amends and restates that certain Right of First Offer and Co-Sale Agreement (the "***Prior Agreement***"), dated as of March 2, 2006, by and among the parties thereto, as originally entered into on October 7, 2005.

2. The execution and delivery of this Agreement is a condition to closing the transactions contemplated by that certain Series D Securities Purchase Agreement (the "***Purchase Agreement***"), dated as of the date hereof, by and among the Company and the New Investors.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Prior Agreement shall be superseded and replaced in its entirety by this Agreement, and the parties hereto further agree as follows:

1.1 ***Certain Definitions***. As used in this Agreement, and unless the context requires a different meaning, the following terms have the following meanings:

"***Affiliate***" means any Person who is an "affiliate" as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"***DCM Shareholders***" means DCM III, L.P., DCM III-A, L.P., DCM Affiliates Fund III, L.P. and any Affiliate thereof that owns or acquires any Equity Securities.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

"***Equity Securities***" means any securities having voting rights in the election of the Board of Directors of the Company not contingent upon default, any securities evidencing an ownership interest in the Company, any Ordinary Share Equivalents and any agreement or commitment to issue any of the foregoing.

"***GAP LP***" means General Atlantic Partners (Bermuda), L.P., a Bermuda limited partnership.

"***GAP-W***" means GAP-W International, LLC, a Delaware limited liability company.

"***GAP Coinvestment III***" means GAP Coinvestments III, LLC, a Delaware limited liability company.

"***GAP Coinvestment IV***" means GAP Coinvestments IV, LLC, a Delaware limited liability company.

"***GAP Coinvestments CDA***" means GAP Coinvestments CDA, L.P. a Delaware limited partnership.

"***GapStar***" means GapStar, LLC, a Delaware limited liability company.

"***GmbH Coinvestment***" means GAPCO GmbH & Co. KG, a German limited partnership.

"***General Atlantic Shareholders***" means GAP LP, GAP Coinvestment III, GAP Coinvestment IV, GAP Coinvestments CDA, GAP-W, GapStar, GmbH Coinvestment, their Permitted Transferees and any Affiliate thereof that owns or acquires any Equity Securities, and the term "***General Atlantic Shareholder***" shall mean any such Person.

"***Governmental Authority***" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"***Holders***" means the Founders, the Investors and their respective Permitted Transferees, and any Person who acquires Equity Securities from the Company or from any such Persons or their transferees or assignees in accordance with the provisions of this Agreement.

"***Investors***" means the Junior Preferred Investors, the UU Holders, the Series C Investors, and the New Investors, and the term "***Investor***" shall mean any such Person.

"***Investors' Rights Agreement***" means the Amended and Restated Investors' Rights Agreement among the Company and certain of the Founders and the Investors dated as of the date hereof.

"***Major Investor***" has the meaning as set forth in the Company's Amended and Restated Memorandum and Articles of Association, as amended.

"***Ordinary Shares***" means ordinary shares of the Company, par value US$0.01.

"***Ordinary Share Equivalents***" means any security or obligation which is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Ordinary Shares, including, without limitation the Preferred Shares, and any option, warrant or other subscription or purchase right with respect to Ordinary Shares or any Ordinary Share Equivalent.

"***Person***" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"***PRC***" means the People's Republic of China, which for the purposes of this Agreement shall exclude the Special Administrative Regions of Hong Kong and Macau and Taiwan.

"***Preferred Shares***" means the Series A Preferred Shares, Series B Preferred Shares, Series C Preferred Shares and Series D Preferred Shares.

"***Pro Rata Share***" shall mean the aggregate number of Equity Securities held by a Major Investor relative to the aggregate number of Equity Securities held by all Major Investors, each calculated on an as-converted and as-exercised basis.

"***Qualified IPO***" has the meaning as set forth in the Company's Amended and Restated Memorandum and Articles of Association, as amended.

"***Series A Preferred Shares***" means Series A Preferred Shares of the Company, par value US$0.01 per share.

"***Series B Preferred Shares***" means Series B Preferred Shares of the Company, par value US$0.01 per share.

"***Series C Preferred Shares***" means Series C Preferred Shares of the Company, par value US$0.01 per share.

"***Series D Preferred Shares***" means Series D Preferred Shares of the Company, par value US$0.01 per share.

"***Series D Warrants***" has the meaning set forth in the Purchase Agreement.

"***Softbank Shareholders***" means Softbank Corp., its Permitted Transferees and any Affiliate thereof that owns or acquires any Equity Securities and the term "***Softbank Shareholder***" shall mean any such Person.

"***TCV Shareholders***" means TCV V, L.P., TCV Member Fund, L.P., their Permitted Transferees and any Affiliate thereof that owns or acquires any Equity Securities, and the term "***TCV Shareholder***" shall mean any such Person.

"***Voting Agreement***" means the Amended and Restated Voting Agreement among the Company and certain of the Founders and the Investors dated as of the date hereof.

1.2 ***Terms Defined Elsewhere in this Agreement***:

"***Additional ROFO Notice***"	***Section 3.1(c)***
"***Agreement***"	Preamble
"***Company***"	Preamble
"***Company's Option***"	***Section 3.1(b)***
"***Company's Option Period***"	***Section 3.1(b)***
"***Contract Date***"	***Section 3.1(f)***
"***Co-Sale Notice***"	***Section 3.2(a)***
"***Co-Sale Right***"	***Section 3.1(b)***
"***Founder***" or "***Founders***"	Preamble
"***Major Investor's Option***"	***Section 3.1(d)(i)***
"***New Investor***" or "***New Investors***"	Preamble
"***Offered Shares***"	***Section 3.1(a)***
"***Permitted Transfer***"	***Section 3.3***
"***Permitted Transferee***"	***Section 3.3***
"***Prior Agreement***"	Recitals
"***Junior Preferred Investor***" or "***Junior Preferred Investors***"	Preamble
"***Purchase Agreement***"	Recitals
"***Purchase Offer***"	***Section 3.2(a)***
"***ROFO Deadline***"	***Section 3.1(d)(i)***
"***Remaining Shares***"	***Section 3.1(c)***
"***ROFO Notice***"	***Section 3.2(a)***
"***ROFO Unrestricted Period***"	***Section 3.1(f)***
"***Securities Act***"	***Section 3.1(f)***
"***Seller***"	***Section 3.2(a)***
"***Selling Holder***"	***Section 3.2(b)***
"***Series C Investor***" or "***Series C Investors***"	Preamble
"***Shares***"	***Section 3.2(a)***
"***Third Party Purchaser***"	***Section 3.1(f)***
"***Transfer***"	***Section 3.1(a)***
"***UU Holders***"	Preamble

2. ***Restrictions on Transfer of Shares***.

2.1 Except as otherwise provided in this Agreement, no Founder shall assign, transfer, pledge, hypothecate, or otherwise encumber or dispose of in any way, all or any part of or any interest in the Equity Securities now or hereafter owned or held by such Founder. Any sale, assignment, transfer, pledge, hypothecation or other encumbrance or disposition of Equity Securities not made in conformance with this Agreement shall be null and void, shall not be recorded on the books of the Company and shall not be recognized by the Company.

3. ***Agreements Among the Company and the Holders***.

3.1 ***Right of First Offer***.

(a) ***ROFO Notice***. If at any time any Holder (the "***Seller***") proposes to sell, transfer, pledge or otherwise dispose of (each, a "***Transfer***") Equity Securities to one or more Persons (other than a Permitted Transferee), then the Seller shall give the Company a written notice of the Seller's desire to make the Transfer (the "***ROFO Notice***"), which ROFO Notice shall include (i) a description of the Equity Securities to be transferred ("***Offered Shares***"), (ii) the proposed purchase price and (iii) the material terms and conditions upon which the proposed Transfer is to be made. The ROFO Notice constitutes the Seller's irrevocable offer to sell the Offered Shares to the Company and the Major Investors under the terms of this ***Section 3.1*** (*Right of First Offer*). The Company shall immediately deliver a copy of the ROFO Notice to each of the Major Investors.

(b) ***Company's Option***. The Company shall have an option for a period of ten (10) days (the "***Company Option Period***") after receipt of the ROFO Notice to irrevocably offer to purchase some or all of the Offered Shares at the same price and subject to the same material terms and conditions as described in the ROFO Notice (the "***Company's Option***"). The Company may exercise the Company's Option and purchase all or part of the Offered Shares by notifying the Seller, with a copy to each of the Major Investors, in writing before expiration of the Company Option Period as to the number of such shares which it wishes to purchase. If the Company gives the Seller notice that it desires to purchase such shares, then payment for the Offered Shares shall be by check or wire transfer, against delivery of the Offered Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than forty-five (45) days after the Company's receipt of the ROFO Notice, unless the value of the purchase price has not yet been established pursuant to ***Section 3.1(e)*** (*Valuation of Property*). If the Company fails to exercise the Company's Option in full within the Company Option Period, all or the remainder of the Offered Shares shall be subject to the Major Investor's Option (as defined below) and Co-Sale Rights (as defined below); provided that the Company may waive its rights under this ***Section 3.1(b)*** (*Company's Option*) prior to the expiration of the Company Option Period by giving written notice to the Seller, with a copy to the Major Investors.

(c) ***Additional ROFO Notice***. If after the expiration of the Company Option Period, the Company has declined to purchase all of the Offered Shares or has waived its right to purchase all or any party of the Offered Shares, then the Company, on behalf of the Seller, shall give each Major Investor an "***Additional ROFO Notice***" which shall include all of the information and certifications required in a ROFO Notice and shall additionally identify the Offered Shares which the Company has declined to purchase (the "***Remaining Shares***").

(d) ***Major Investor's Option***.

(i) Each Major Investor shall have the option for a period of twenty (20) days after such Major Investor's receipt of the Additional ROFO Notice (the "***ROFO Deadline***") from the Company pursuant to ***Section 3.1(c)*** (*Additional ROFO Notice*) to make an irrevocable offer to purchase up to its Pro Rata Share of the Remaining Shares at the same price and subject to the same terms and conditions as described in the Additional ROFO Notice (the "***Major Investor's Option***"). Each Major Investor may exercise the Major Investor Option and purchase all or any portion of his, her or its Pro Rata Share (with any reallotments as provided below) of the Remaining Shares, by notifying the Company, on behalf of the Seller, in writing, before expiration of the ROFO Deadline as to the number of such shares which he, she or it wishes to purchase. The Company shall immediately deliver to the Seller a copy of all such notices received from the Major Investors. Each fully participating Major Investor shall have a right of reallotment such that, if any other Major Investor fails to exercise the Major Investor's Option in full, the fully participating Major Investors may purchase the Remaining Shares not previously purchased on a pro rata basis based upon the aggregate number of Equity Securities held by such Major Investor as compared to the aggregate number of Equity Securities held by all fully participating Major Investors. The proceedings described in the preceding sentence shall be repeated until (i) there are no Remaining Shares, (ii) there is no fully participating Major Investor remaining, or (iii) each fully participating Major Investor in the last round has waived its Major Investor's Option in writing or has not responded to the last Additional ROFO Notice within the ROFO Deadline therein.

(ii) Each Major Investor shall be entitled to apportion Remaining Shares to be purchased among its Affiliates, provided that such Major Investor notifies the Company, which shall deliver a copy to the Seller, of such allocation; provided further that such Major Investor shall be responsible for its designated Affiliate's performance with respect to such Affiliate's obligations to acquire shares pursuant to the allocation. If a Major Investor gives the Company notice that it desires to purchase its Pro Rata Share of the Remaining Shares and, as the case may be, its reallotment, then payment for the Remaining Shares shall be by check or wire transfer, against delivery of the Remaining Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than ten (10) days after the ROFO Deadline, unless the value of the purchase price has not yet been established pursuant to ***Section 3.1(e)*** (*Valuation of Property*).

(e) ***Valuation of Property***. Should the purchase price specified in the ROFO Notice be payable in property other than cash or evidences of indebtedness, the Company (or the Major Investors, as applicable) shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If the Seller, the Company and the Major Investors cannot agree on such cash value within ten (10) days after the Company's receipt of the ROFO Notice, the valuation shall be made by an appraiser of internationally recognized standing selected by the Seller and the Company or, if they cannot agree on an appraiser within twenty (20) days after the Company's receipt of the ROFO Notice, each shall select an appraiser of internationally recognized standing and the two appraisers shall designate a third appraiser of internationally recognized standing, whose appraisal shall be determinative of such value, which final appraisal shall be completed within 30 days after the appointment of the third appraiser. The cost of such appraisal shall be shared equally by the Seller and the Company. In the event an appraisal is necessary, the Company's Option or the Major Investors' Option, as the case may be, shall run for ten (10) days after the delivery of the appraisal determining the value.

(f) ***Third Party Sale***. In the event the Company and/or the Major Investors have not acquired all of the Offered Shares under this ***Section 3.1*** (*Right of First Offer*), then, subject to ***Section 3.2*** (*Right of Co-Sale*) in the case of a Transfer by any Founders, the Seller may, within sixty (60) days (the "***ROFO Unrestricted Period***") following the date of the expiration of the ROFO Deadline (the "***Contract Date***") and without any further obligation to the Company or the Major Investors, except as otherwise provided herein, sell the number of Offered Shares, at not less than one hundred percent (100%) of the purchase price per Share and on terms and conditions equivalent if not more favorable to the Seller, to those specified in the ROFO Notice to a third party (the "***Third Party Purchaser***"). In addition, such sale shall not be consummated unless and until (x) such Third Party Purchaser shall represent in writing to the Company and each Major Investor that it is aware of the rights of the Company and the Investors contained in this Agreement, the Voting Agreement and the Investors' Rights Agreement, (y) prior to the purchase by such Third Party Purchaser of any of such Offered Shares, such Third Party Purchaser shall become a party to this Agreement as a "***Holder***" and shall agree to be bound by the terms and conditions hereof and such Third Party Purchaser shall become a party to the Voting Agreement as a "Shareholder" (as defined in the Voting Agreement) and shall agree to be bound by the terms and conditions thereof and (z) the transfer complies in all respects with applicable United States Federal and state securities laws, including, without limitation, the Securities Act of 1933, as amended (the "***Securities Act***"). In the event the Seller does not consummate the sale of the Offered Shares during the ROFO Unrestricted Period, the Company's right of first offer and the Major Investors' rights of first offer and Co-Sale Rights shall again become effective, and no transfer of such Offered Shares may be made thereafter by such Seller without again offering the same to the Company and the Major Investors in accordance with this ***Section 3.1***.

3.2 ***Right of Co-Sale***.

(a) ***Notice of Sales***. Should any Founder propose to accept one or more bona fide offers (collectively, a "***Purchase Offer***") from any Third Party Purchaser to purchase the Offered Shares (the "***Shares***") from such Founder pursuant to ***Section 3.1(f)*** (*Third Party Sale*), then such Founder shall promptly, but in no event later than twenty (20) days prior to the consummation of the sale, deliver notice (the "***Co-Sale Notice***") to the Company and each Major Investor stating the terms and conditions of such Purchase Offer including, without limitation, the number of Equity Securities proposed to be sold or transferred, the nature of such sale or transfer, the consideration to be paid (which shall not be less than one hundred percent (100%) of the purchase price per Offered Share set forth in ROFO Notice), and the name and address of the Third Party Purchaser.

(b) ***Co-Sale Right***. Each Major Investor shall have the right (the "***Co-Sale Right***"), exercisable upon written notice to the Company within fifteen (15) days after receipt of the Co-Sale Notice, to participate in such Founder's sale of Offered Shares pursuant to the specified terms and conditions of such Purchase Offer. To the extent a Major Investor (for purposes of this ***Section 3.2*** (*Right of Co-Sale*), a "***Selling Holder***") exercises such Co-Sale Right in accordance with the terms and conditions set forth below, the number of Shares which such Founder may sell pursuant to such Purchase Offer shall be correspondingly reduced. The Co-Sale Right of each Selling Holder shall be subject to the following terms and conditions:

(i) ***Calculation of Shares***. Each Selling Holder may sell all or any part of that number of its Equity Securities equal to the product obtained by multiplying (A) the aggregate number of Shares covered by the Purchase Offer by (B) a fraction, the numerator of which is the number of Equity Securities at the time owned by such Selling Holder and the denominator of which is the sum of (x) the total number of Equity Securities at the time owned by all Major Investors participating in such sale plus (y) the total number of Equity Securities at the time owned by such Founder, including without limitation shares that have been transferred by such Founder to Permitted Transferees (as defined below) in accordance with this Agreement.

(ii) ***Delivery of Certificates***. Each Selling Holder shall effect its participation in the sale by either delivering to the selling Founder for transfer to the prospective Third Party Purchaser or delivering directly to the prospective Third Party Purchaser one or more certificates, properly endorsed for transfer, which represent the Equity Securities which such Selling Holder elects to sell.

(iii) ***Transfer***. The share certificate or certificates which the Selling Holder delivers pursuant to ***Section 3.2(b)(ii)*** (*Delivery of Certificates*) shall be delivered by such selling Founder or the Selling Holder, as the case may be, to the Third Party Purchaser in consummation of the sale pursuant to the terms and conditions specified in the Notice, and upon the consummation of such sale, the Third Party Purchaser shall remit to such Selling Holder that portion of the sale proceeds to which such Selling Holder is entitled by reason of its participation in such sale. To the extent that any prospective Third Party Purchaser prohibits or refuses to recognize the Co-Sale Right or otherwise refuses to purchase Equity Securities from a Selling Holder exercising its Co-Sale Right hereunder, the selling Founder shall not sell to such prospective Third Party Purchaser any Equity Securities unless and until, simultaneously with such sale, the selling Founder shall purchase such Equity Securities from such Selling Holder for the same consideration and on the same terms and conditions as the proposed transfer described in the Co-Sale Notice (which terms and conditions shall be no less favorable to the Selling Holder than those governing the sale to the Third Party Purchaser by the selling Founder).

(iv) No Selling Holder shall be obligated to make any representations or warranties about the Company to any Third Party Purchaser and may be obligated to make representations and warranties severally about itself only as to its power and authority, due authorization, title to its Equity Securities being sold, non-contravention and enforceability.

(v) To the extent that the Major Investors have not exercised their rights to participate in the sale of the Offered Shares within the time periods specified in ***Section 3.2*** (*Right of Co-Sale*), a Founder shall be permitted to sell its or his Offered Shares without being subject to the Co-Sale Right during the ROFO Unrestricted Period, but subject to ***Section 3.1(f)*** (*Third Party Sale*).

(vi) The exercise or non-exercise of the rights of the Major Investors hereunder to participate in one or more sales of Equity Securities by a Seller under ***Section 3.1*** (*Right of First Offer*) or ***Section 3.2*** (*Right of Co-Sale*) shall not adversely affect their rights to participate in subsequent sales of Equity Securities by a Seller.

(c) Notwithstanding anything in this ***Section 3.2*** or otherwise in this Agreement, in the event of a Liquidation (as defined in the Company's Memorandum and Articles of Association) or Sale Transaction (as defined in the Company's Memorandum and Articles of Association), the Company and the parties hereto hereby agree that the consideration, proceeds and other amounts available for distribution shall be paid to the holders of Preferred Shares and holders of the Ordinary Shares in accordance with the priorities set forth in the Company's Memorandum and Articles of Association and the preferential rights of the holders of Preferred Shares set forth therein, and the Holders shall not Transfer any of their Equity Securities in a single transaction or series of related transactions if such Transfer will constitute or result in a Sale Transaction, unless the consideration, proceeds and other amounts available for distribution are paid to the holders of Preferred Shares and the holders of Ordinary Shares in accordance with the priorities set forth in the Company's Memorandum and Articles of Association.

3.3 ***Permitted Transfers***. The provisions of ***Section 2.1*** *(Restrictions on Transfer of Shares)*, ***Section 3.1*** (*Right of First Offer*) and ***Section 3.2*** (*Right of Co-Sale*) of this Agreement shall not pertain or apply to:

(i) any transfer of Equity Securities by a Holder to such Holder's ancestors, descendants or spouse or the ancestors and descendants of such spouse or to a trust for their benefit, provided that all of the beneficial interests in such trust are owned or controlled by such Holder;

(ii) any transfer of Equity Securities by a Holder to its Affiliate;

(iii) the grant of a security interest in and pledge of Equity Securities by GapStar or, subject to the consent of the holders of a majority of the Series C Preferred Shares, another Holder of its Equity Securities pursuant to a bona fide loan transaction with an internationally recognized financial services firm that creates a mere security interest in such Equity Securities;

(iv) any sale of Equity Securities to the public pursuant to a registration statement filed by the Company; or

(v) subject to and without derogating from ***Section 3.2(c)*** of this Agreement, any sale of Equity Securities in connection with a Sale Transaction (as defined in the Company's Memorandum and Articles of Association);

(each of the foregoing transfers, a "***Permitted Transfer***" and the transferees described therein, each, a "***Permitted Transferee***"), *provided*, that no transfer may be made pursuant to this ***Section 3.3*** (*Permitted Transfers*) unless (x) the transferee (other than a lender in the case of a pledge of GapStar) has agreed in writing to be bound by the terms and conditions of this Agreement, (y) the transfer complies in all aspects with the applicable provisions of this Agreement and (z) the transfer complies in all respects with applicable federal and state securities laws, including, without limitation, the Securities Act. If reasonably requested by the Company, except with respect to a Permitted Transfer under ***Section 3.3(iii)***, an opinion of counsel to such transferring Holder shall be supplied to the Company, at such transferring Holder's expense, to the effect that such transfer complies with the applicable United States Federal and state securities laws. Upon becoming a party to this Agreement, (i) the Permitted Transferee of a Major Investor shall be substituted for, and shall enjoy the same rights and be subject to the same obligations as, the transferring Major Investor hereunder with respect to the Equity Securities transferred to such Permitted Transferee, (ii) the Permitted Transferee of a Founder shall be substituted for, and shall enjoy the same rights and be subject to the same obligations as, a Founder hereunder with respect to the Equity Securities transferred to such Permitted Transferee and (iii) the transferee of any other Holder shall be substituted for, and shall be subject to the same obligations, but not the same rights, as the transferring other Holder hereunder with respect to the Equity Securities transferred to such transferee.

3.4 ***Prohibited Transfers***. Any attempt by a Holder to transfer Equity Securities in violation of ***Section 3*** (*Agreements Among the Company and the Holders*) shall be void and the Company agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such Equity Securities.

3.5 ***Avoidance of Restrictions***. The parties agree that the Transfer restrictions in this Agreement and in the Company's Memorandum and Articles of Association shall not be capable of being avoided by the holding of Equity Securities indirectly through a Person that can itself be sold in order to dispose of an interest in Equity Securities free of such restrictions. Any Transfer or other disposal of any shares (or other interest) resulting in any change in the control of a Shareholder or of any Person having control over that Shareholder shall be treated as being a Transfer of the Equity Securities held by that Shareholder, and the provisions of this Agreement and the Company's Memorandum and Articles of Association that apply in respect of the Transfer of Equity Securities shall thereupon apply and take effect with respect to the Equity Securities held by that Shareholder; provided, however, that this ***Section 3.5*** shall not apply in respect of any change in management or ownership interests in any private equity firm that is, or manages, any Shareholder.

4. ***Legend***. Each existing or replacement certificate for Equity Securities now owned or hereafter acquired by any Holder shall bear the following legend upon its face:

"THE SALE, PLEDGE, HYPOTHECATION, ASSIGNMENT OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AMENDED AND RESTATED RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT BY AND AMONG THE SHAREHOLDER, THE CORPORATION AND CERTAIN HOLDERS OF SHARES OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION."

5. ***Effect of Change in Company's Capital Structure***. Appropriate adjustments shall be made in the number and class of Equity Securities in the event of a share dividend, share split, reverse share split, combination, reclassification or like change in the capital structure of the Company.

6. ***Notices***. Any notice required or permitted by any provision of this Agreement shall be given in writing and shall be delivered either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means (i) in the case of a Founder to the Founder's address as set forth in the schedules or such other address as the Founder may designate in writing from time to time, (ii) in the case of the Company, to its principal office, (iii) in the case of any Investor which is an original party to this Agreement at the address of such Investor as set forth in the signature pages or schedules hereto or such other address for such Investor as shall be designated in writing from time to time by such Investor; and, (iv) in the case of any Permitted Transferee of a party to this Agreement or its transferee, to such transferee at its address as designated in writing by such transferee to the Company from time to time. Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid if sent during normal business hours of the recipient and if not sent during normal business hours, then the next Business Day of the recipient.

7. ***Further Instruments and Actions***. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement. The Founders agree to cooperate affirmatively with the Company and the Investors, to the extent reasonably requested by the Company or the Investors, to enforce rights and obligations pursuant hereto.

8. ***Term***. This Agreement shall terminate upon the earlier of (i) the closing of the Company's Qualified IPO causing the automatic conversion of its Preferred Shares into Ordinary Shares and (ii) fifteen (15) years from the date hereof.

9. ***Entire Agreement***. This Agreement and Articles 17.1, 17.2, 17.3, 17.4 and 17.5 of the Company's Memorandum and Articles of Association contain the entire understanding of the parties hereto with respect to the subject matter hereof, and supersede all other agreements between or among any of the parties with respect to the subject matter hereof, including, without limitation, the Prior Agreement. In the event of a conflict or discrepancy between the provisions of Articles 17.1, 17.2, 17.3, 17.4 and 17.5 of the Company's Memorandum and Articles of Association and this Agreement, the terms of Articles 17.1, 17.2, 17.3, 17.4 and 17.5 of the Company's Memorandum and Articles of Association shall prevail.

10. ***Amendments and Waivers***. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of:

(i) the Company;

(ii) the written consent of the holders of at least a majority of the Equity Securities held by the Founders;

(iii) such General Atlantic Shareholders owning at least a majority of the Equity Securities owned by all of the General Atlantic Shareholders;

(iv) such DCM Shareholders owning at least a majority of the Equity Securities owned by all of the DCM Shareholders;

(v) such Softbank Shareholders owning at least a majority of the Equity Securities owned by all of the Softbank Shareholders; and

(vi) the written consent of the holders of at least a majority of the Ordinary Shares issued or issuable upon conversion of the Preferred Shares then outstanding, voting together as a single class;

provided that

(a) no consent of any Founder shall be necessary for any amendment and/or restatement which merely includes (A) additional holders of Preferred Shares as "Investors" and parties hereto, or (B) other employees of the Company as "Founders" and parties hereto and does not materially increase such Founders' obligations hereunder; and

(b) if such amendment or waiver has the effect of affecting the Equity Securities held by the TCV Shareholders (I) in a manner different than securities issued to the other Investors and (II) in a manner adverse to the interests of the TCV Shareholders, then such amendment or waiver shall require the consent of the holders of a majority of the Equity Securities held by the TCV Shareholders. It being understood and agreed upon by the parties hereto that differences in the amount paid for securities by holders and differences in the number of shares held by holders (except in the case of an amendment that alters or changes the number or percentage of shares that a shareholder must hold to receive certain rights under this Agreement or an amendment to add a new provision to this Agreement, which provision grants rights or imposes obligations upon a shareholder based on the number or percentage of shares such shareholder holds and is not merely pro-rata based on number of shares held) shall be ignored in determining if such amendment or waiver adversely affects a holder of Equity Securities in a manner different than the other Investors). Any amendment or waiver effected in accordance with this Section shall be binding upon the Company and all Holders and their respective successors and assigns.

11. ***Separability***. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. ***Attorneys' Fees***. In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

13. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. ***Successors and Assigns***. Except as otherwise provided herein, this Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, the parties' respective successors, permitted assigns and legal representatives.

15. ***Governing Law; Venue; Waiver of Jury Trial***.

15.1 THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

15.2 Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement to be brought by or on behalf of any of the parties will be brought or otherwise commenced in any state or federal court located in New York County, in the State of New York. With respect to any such action, each party to this Agreement: (i) expressly and irrevocably consents and submits to the non-exclusive jurisdiction of each state and federal court located in the county and city of New York, New York (and each appellate court located in the State of New York) in connection with any such legal proceeding; (ii) agrees that each state and federal court located in the County of New York, in the State of New York, shall be deemed to be a convenient forum; and (iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the county and city of New York, in the State of New York, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

15.3 Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the transactions contemplated by this Agreement. Each of the parties hereto hereby (a) certifies that no representative, agent or attorney of the other parties has represented, expressly or otherwise, that such other parties would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications set forth in this Section.

16. ***Titles and Subtitles***. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

17. ***Aggregation of Shares***. All shares held or acquired by any Holder and its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

18. ***Ownership***. The Founders represent and warrant that each is the sole legal and beneficial owner of those shares he or she currently holds subject to the Agreement and that no other person has any interest (other than a community property interest) in such shares.

19. ***Specific Performance.*** The parties hereto intend that each of the parties have the right to seek damages or specific performance in the event that any other party hereto fails to perform such party's obligations hereunder. Therefore, if any party shall institute any action or proceeding to enforce the provisions hereof, any party against whom such action or proceeding is brought hereby waives any claim or defense therein that the plaintiff party has an adequate remedy at law.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Right of First Offer and Co-Sale Agreement as of the date first written above.

COMPANY:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen
Joseph Chen, President and Chief Executive Officer

Address: 23/F Jing'an Center, No. 8
Beisanhuan, East Road
Chaoyang District
Beijing, PRC 100028

Fax: (8610) 8522-3008

OAK PACIFIC INTERACTIVE

FOUNDER/JUNIOR PREFERRED INVESTOR SIGNATURE PAGE
TO
AMENDED AND RESTATED RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT,
AMENDED AND RESTATED VOTING AGREEMENT
AND
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

IN WITNESS WHEREOF, by signing below, the undersigned Founder and/or Junior Preferred Investor agrees to be bound by the terms and conditions of:

1. the Amended and Restated Right of First Offer and Co-Sale Agreement by and among the Company, the Founders and the Investors;

2. the Amended and Restated Voting Agreement by and among the Company, the Founders and the Investors; and

3. the Amended and Restated Investors' Rights Agreement by and among the Company, the Founders and the Investors.

NAME

_____
Signature

_____
Date

_____
Signature of Spouse (if applicable)

If an entity:

By: _____

Name: _____

Title: _____

Date: _____

OAK PACIFIC INTERACTIVE

SIGNATURE PAGE TO AMENDED AND RESTATED RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT

NEW INVESTORS:

_____

By: _____

By: _____

Name:
Title:

SERIES C INVESTORS:

General Atlantic Partners (Bermuda), L.P.
By: GAP (Bermuda) Limited, its general partner

By: _____
Name:
Title:

GAP-W International, LLC

By: _____
Name:
Title:

GapStar, LLC
By: General Atlantic LLC, its sole member

By: _____
Name:
Title:

GAP Coinvestments III, LLC

By: _____
Name:
Title:

GAP Coinvestments IV, LLC

By: _____
Name:
Title:

GAPCO GmbH & Co. KG
By: GAPCO Management GmbH,
Its: General Partner

By: _____
Name:
Title:

GAP Coinvestments CDA, L.P.
By: General Atlantic LLC,
Its: General Partner

By: _____
Name:
Title:

Address for the General Atlantic Shareholders:

c/o General Atlantic Service Company, LLC
3 Pickwick Plaza
Greenwich, CT 06830
USA
Fax: (203) 302-3044
Attention: David A. Rosenstein, Esq.

General Atlantic Partners (Bermuda), L.P.
GAP-W International, LLC
Clarendon House
Church Street
Hamilton HM11
Bermuda

GAPCO GmbH & Co. KG
c/o General Atlantic GmbH
Koenigsallee 62
40212 Düsseldorf
Germany

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Fax: (212) 757-3990
Attention: Douglas A. Cifu, Esq.

Paul, Weiss, Rifkind, Wharton & Garrison
12/F, Hong Kong Club Building
3A Chater Road, Central
Hong Kong
Fax: (852) 2536-9622
Attention: Jeanette K. Chan, Esq.

TCV V, L.P., a Delaware Limited Partnership
By: Technology Crossover Management V, L.L.C.
Its: General Partner

By: /s/ Robert Bensky
Name: Robert Bensky
Title: Attorney in Fact

TCV Member Fund, L.P., a Delaware Limited Partnership
By: Technology Crossover Management V, L.L.C.,
Its: General Partner

By: /s/ Robert Bensky
Name: Robert Bensky
Title: Attorney in Fact

Mailing Address: Technology Crossover Ventures
528 Ramona Street
Palo Alto, California 94301
Attention: Carla Newell
Phone: (650) 614-8200
Fax: (650) 614-8222

with a copy to:
Technology Crossover Ventures
56 Main Street, Suite 210
Millburn, New Jersey 07041
Attention: Robert C. Bensky
Phone: (973) 467-5320
Fax: (973) 467-5323

Exhibit 4.6

EXECUTION VERSION

OAK PACIFIC INTERACTIVE

AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

This **AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT** (this "***Agreement***") is entered into as of April 4, 2008 by and among Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 Revision) of the Cayman Islands (the "***Company***"), those holders of the Company's Series A Preferred Shares (as defined below) and Series B Preferred Shares (as defined below) listed on ***Schedule A*** hereto (individually, a "***Junior Preferred Investor***" and collectively, the "***Junior Preferred Investors***"), certain holders of the Company's Ordinary Shares (as defined below), listed on ***Schedule B*** hereto (individually, a "***Founder***" and collectively, the "***Founders***"), certain other holders of the Company's Ordinary Shares listed on ***Schedule C*** (the "***UU Holders***"), the holders of Series C Preferred Shares (as defined below) listed on ***Schedule D*** hereto (each a "***Series C Investor***" and together, the "***Series C Investors***"), the holders of Series D Preferred Shares (as defined below) and Series D Warrants (as defined below), listed on ***Schedule E*** hereto (each a "***New Investor***" and together, the "***New Investors***").

RECITALS:

1. This Agreement amends and restates that certain Investors' Rights Agreement (the "***Prior Agreement***") dated as of March 2, 2006, by and among the parties thereto, as originally entered into on October 7, 2005, by and among the parties thereto.

2. The execution and delivery of this Agreement is a condition to closing the transactions contemplated by that certain Series D Securities Purchase Agreement (the "***Purchase Agreement***"), dated as of the date hereof, by and among the Company and the New Investors.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Prior Agreement shall be superseded and replaced in its entirety by this Agreement, and the parties hereto further agree as follows:

1. ***Interpretation***

1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the following meanings:

"***Affiliate***" means any Person who is an "affiliate" as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"***DCM Shareholders***" means DCM III, L.P., DCM III-A, L.P., DCM Affiliates Fund III, L.P. and any Affiliate thereof that owns or acquires Shares.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

"***Form F-3***" means such form under the Securities Act as in effect on the date hereof or any successor form under the Securities Act.

"***GAP Coinvestments III***" means GAP Coinvestments III, LLC, a Delaware limited liability company.

"***GAP Coinvestments IV***" means GAP Coinvestments IV, LLC, a Delaware limited liability company.

"***GAP Coinvestments CDA***" means GAP Coinvestments CDA, L.P. a Delaware limited partnership.

"***GAP LP***" means General Atlantic Partners (Bermuda), L.P., a Bermuda limited partnership.

"***GapStar***" means GapStar, LLC, a Delaware limited liability company.

"***GAP-W***" means GAP-W International, LLC, a Delaware limited liability company.

"***General Atlantic Shareholders***" means GAP LP, GAP Coinvestments III, GAP Coinvestments IV, GAP-W, GapStar, GmbH Coinvestment, GAP Coinvestments CDA, and any Affiliate thereof that owns or acquires Shares, and any transferee thereof to whom Shares are transferred in accordance with ***Section 1.13*** (*Assignment of Registration Rights*) of this Agreement; and the term "***General Atlantic Shareholder***" shall mean any such Person.

"***GmbH Coinvestment***" means GAPCO GmbH & Co. KG, a German limited partnership.

"***Governmental Authority***" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"***Holder***" means each of the General Atlantic Shareholders, each of the DCM Shareholders, each of the TCV Shareholders, each of the Softbank Shareholders, each other Investor and each of the Founders, in each case owning or having the right to acquire Registrable Securities or any assignee thereof in accordance with ***Section 1.13*** (*Assignment of Registration Rights*) of this Agreement.

"***Investors***" means the Junior Preferred Investors, the UU Holders, the Series C Investors, and the New Investors, and each individually is an "***Investor***".

"***IPO Effectiveness Date***" means the date upon which the Company closes its Qualified IPO.

"***Joho Shareholders***" means Joho Fund, Ltd., Joho Partners, L.P., Joho Asia Growth Fund, Ltd., and Joho Asia Growth Partners, L.P., and any Affiliate thereof that owns or acquires Shares and any transferee thereof to whom Shares are transferred in accordance with Section 1.13 (*Assignment of Registration Rights*) of this Agreement; and the term "***Joho Shareholder***" shall mean any such Person.

"***Major Investors***" has the meaning as set forth in the Company's Amended and Restated Memorandum and Articles of Association, as amended.

"***Ordinary Shares***" means ordinary shares of the Company, par value US$0.01.

"***Person***" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"***Preferred Shares***" means the Company's Series A Preferred Shares, $0.01 par value per share, Series B Preferred Shares, $0.01 par value per share, Series C Preferred Shares, $0.01 par value per share, and Series D Preferred Shares, $0.01 par value per share.

"***Qualified IPO***" has the meaning as set forth in the Company's Amended and Restated Memorandum and Articles of Association, as amended.

"***register***," "***registered***," and "***registration***" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act of 1933, as amended (the "***Securities Act***"), and if required for effectiveness, the declaration or ordering of effectiveness of such registration statement or document by the SEC, or a similar procedure in a jurisdiction other than the United States.

"***Registrable Securities then outstanding***" means the number of Ordinary Shares outstanding which are, and the number of Ordinary Shares issuable pursuant to then exercisable or convertible securities which are, Registrable Securities.

"***Registrable Securities***" means (i) the Ordinary Shares issuable or issued upon conversion of the Preferred Shares, (ii) the Ordinary Shares issued to the Series B Preferred Shareholders pursuant to the Series B Warrants, (iii) the Ordinary Shares issued to the Softbank Shareholders pursuant to the Series D Warrants, (iv) the Ordinary Shares issued to the Founders as of the date hereof, (v) any other Ordinary Shares acquired or owned by any of the Holders prior to the IPO Effectiveness Date, or acquired or owned by any of the Holders on or after the IPO Effectiveness Date if such Holder is an Affiliate of the Company, (vi) Ordinary Shares issued upon the exercise of any warrant and Ordinary Shares issued as a dividend or other distribution with respect to, or in exchange for or in replacement of, the Shares listed above in this definition, and (vii) any American depositary shares representing any of the Ordinary Shares described in the preceding clauses (i) through (vi); *provided, however*, that for the purposes of ***Sections 1.3*** (*Request for Registration*), ***1.5*** (*Form F-3 Registration*), ***1.14*** (*Limitations on Subsequent Registration Rights*), ***3.2*** (*Amendments and Waivers*) or ***Section 2*** (*Covenants of the Company*), the Shares owned or acquired by the Founders shall not be deemed "Registrable Securities" and the Founders and their transferees shall not be deemed "Holders"; *provided, further*, that the foregoing definition listed in each clause other than clause (v) shall exclude any Registrable Securities sold by a Person in a transaction in which his or her rights under this Agreement are not assigned pursuant to ***Section 1.13*** (*Assignment of Registration Rights*) of this Agreement. Notwithstanding the foregoing, Ordinary Shares or other securities shall only be treated as Registrable Securities if and so long as they have not been (A) sold to or through a broker or dealer or underwriter in a public distribution or a public securities transaction or (B) sold in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act under Section 4(1) thereof in which all transfer restrictions and restrictive legends with respect thereto, if any, are removed upon the consummation of such sale.

"***SBI Shareholders***" means SBI Broadband Fund No.1 Limited Partnership, SBI Broadband Capital Co., Ltd., SBI BB Media Investment Limited Partnership, SBI BB Mobile Investment Limited Partnership, and any Affiliate thereof that owns or acquires Shares and any transferee thereof to whom Shares are transferred in accordance with Section 1.13 (*Assignment of Registration Rights*) of this Agreement; and the term "***SBI Shareholder***" shall mean any such Person.

"***SEC***" means the U.S. Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

"***Series B Warrants***" means the warrants issued to certain holders of the Series B Preferred Shares, giving them the right to acquire a certain number of Ordinary Shares of the Company pursuant to the terms and conditions set forth therein.

"***Series D Warrants***" has the meaning set forth in the Purchase Agreement.

"***Softbank Shareholders***" means Softbank Corp., any Affiliate thereof that owns or acquires Shares, and any transferee thereof to whom Shares are transferred in accordance with Section 1.13 (*Assignment of Registration Rights*) of this Agreement; and the term "***Softbank Shareholder***" shall mean any such Person.

"***TCV Shareholders***" means TCV V, L.P., TCV Member Fund, L.P., and any Affiliate thereof that owns or acquires Shares, and any transferee thereof to whom Shares are transferred in accordance with Section 1.13 (*Assignment of Registration Rights*) of this Agreement; and the term "***TCV Shareholder***" shall mean any such Person.

1.2 Terms Defined Elsewhere in this Agreement

"Agreement"	Preamble
"Company Registration"	Section 1.4
"Company"	Preamble
"Demand Registration"	Section 1.3(a)
"Exercise Notice"	Section 2.3(b)
"F-3 Initiating Holders"	Section 1.5
"Founder" or "Founders"	Preamble
"Holders' Counsel"	Section 1.6(a)
"Initiating Holders"	Section 1.3(b)

“Inspector” or “Inspectors”	Section 1.6(j)
“Major Investor”	Section 2.1(a)
“Maximum Number”	Section 2.3(b)
“New Investor” or “New Investors”	Preamble
“Series C Investor” or “Series C Investors”	Preamble
“Prior Agreement”	Recitals
“Junior Preferred Investor” or “Junior Preferred Investors”	Preamble
“Proportionate Share”	Section 2.3(b)
“Purchase Agreement”	Recitals
“Records”	Section 1.6(j)
“Preemptive Rights Notice”	Section 2.3(a)
“Shares”	Section **Error! Reference source not found.**
“UU Holders”	Preamble
“Valid Business Reason”	Section 1.3(c)
“Violation”	Section 1.11(a)

1.3 Request for Registration

(a) If the Company shall receive at any time after six (6) months following the IPO Effectiveness Date, a written request from:

(i) the Holders of at least fifty percent (50%) of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act (other than a registration statement on Form S-8 or Form S-4) covering the registration of any portion of the Registrable Securities held by such Holders so long as the aggregate price to the public (before payment of any underwriters’ discounts or commissions) is at least US$5,000,000; or

(ii) the Softbank Shareholders that the Company file a registration statement under the Securities Act (other than a registration statement on Form S-8 or Form S-4) covering the registration of any portion of the Registrable Securities held by such Softbank Shareholders so long as the aggregate price to the public (before payment of any underwriters’ discounts or commissions) is at least US$5,000,000; or

(iii) the General Atlantic Shareholders that the Company file a registration statement under the Securities Act (other than a registration statement on Form S-8 or Form S-4) covering the registration of any portion of the Registrable Securities held by such General Atlantic Shareholders so long as the aggregate price to the public (before payment of any underwriters' discounts or commissions) is at least US$5,000,000; or

(iv) the DCM Shareholders that the Company file a registration statement under the Securities Act (other than a registration statement on Form S-8 or Form S-4) covering the registration of any portion of the Registrable Securities held by such DCM Shareholders so long as the aggregate price to the public (before payment of any underwriters' discounts or commissions) is at least US$5,000,000; provided that at the time of such request the DCM Shareholders hold at least 25% of the Registrable Securities held by the DCM Shareholders as of March 2, 2006; or

(v) both the Joho Shareholders and SBI Shareholders that the Company file a registration statement under the Securities Act (other than a registration statement on Form S-8 or Form S-4) covering the registration of any portion of the Registrable Securities held by such Joho Shareholders and SBI Shareholders, so long as the aggregate price to the public (before payment of any underwriters' discounts or commissions) at least US$5,000,000 (each of the requests pursuant to ***Sections 1.3(a)(i)***, ***1.3(a)(ii)***, ***1.3(a)(iii), 1.3(a)(iv)*** and ***1.3(a)(v)***, a "***Demand Registration***");

then the Company shall, within ten (10) days of the receipt thereof, give written notice of such request to all other Holders and shall, subject to the limitations of this ***Section 1.3*** (*Request for Registration*), use its best efforts to effect, as soon as practicable, and in any event within ninety (90) days of the receipt of such request, the registration under the Securities Act of all Registrable Securities which the Holders request in writing to be registered within twenty (20) days of the mailing of such notice by the Company. For the purpose of this ***Section 1.3*** (*Request for Registration*), two or more registration statements filed in response to one demand shall be counted as a single Demand Registration.

(b) If the Holders initiating the registration request under Sections 1.3(a)(i), 1.3(a)(ii), 1.3(a)(iii), and 1.3(a)(iv) ("***Initiating Holders***") intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 1.3 (Request for Registration) and the Company shall include such information in the written notice referred to in Section 1.3(a). The underwriter will be selected by a majority in interest of the Initiating Holders and shall be reasonably acceptable to the Company. In such event, the right of any Holder to include his Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 1.6(e)) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Section 1.3 (Request for Registration), if the underwriter advises the Company and the Initiating Holders in writing that marketing factors require a limitation of the number of shares to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be underwritten pursuant hereto, and the number of shares of Registrable Securities that may be included in the underwriting shall be reduced, first as to the Company and second as to the Holders (who are not Initiating Holders and who requested to participate in such registration) as a group, pro rata within each group based on the number of Registrable Securities proposed to be sold in such offering by each such Holder or Initiating Holder, as the case may be. For purposes of the preceding sentence any Holder and its Affiliates shall be deemed to be a single "Holder," and any pro-rata reduction with respect to such "Holder" shall be based upon the aggregate amount of Registrable Securities proposed to be sold in such offering by such "Holder" and its Affiliates. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration; provided, however, that if less than thirty percent (30%) of the Registrable Securities requested to be registered pursuant to this Section 1.3 (Request for Registration) are included in such registration, such registration shall not be counted as a registration for purposes of Section 1.3 (Request for Registration).

(c) Notwithstanding the foregoing, if the Company shall furnish to Holders requesting a registration statement pursuant to this ***Section 1.3*** *(Request for Registration*), a certificate signed by the Chairman of the Board of Directors of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such registration statement to be filed because such action (x) would materially interfere with a material financing, acquisition, corporate reorganization or merger or other similar transaction involving the Company, (y) would require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential or (z) would render the Company unable to comply with requirements under the Securities Act or the Exchange Act (each a "***Valid Business Reason***"), and it is therefore essential to defer the filing of such registration statement, the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; *provided, however*, that the Company may not utilize this right more than once in any twelve-month period and *provided further* that the Company shall not register any securities for the account of itself or any other shareholder during such ninety (90) day period (other than a registration relating solely to the sale of securities of participants in a Company share option plan that is approved by the Board of Directors, a registration relating to a corporate reorganization or transaction under Rule 145 of the Securities Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Ordinary Shares being registered are Ordinary Shares issuable upon conversion of debt securities that are also being registered). The Company shall promptly give written notice to the Holders thereafter if the reason for the deferral of the filing of registration statement is no longer applicable.

(d) In addition, the Company shall not be obligated to effect, or to take any action to effect:

(i) (A) any registration pursuant to ***Section 1.3(a)(i)***, ***(ii)*** or ***(iii)*** after the Company has effected two (2) registrations pursuant to each of ***Section 1.3(a)(i)***, ***(ii)*** and ***(iii)*** or (B) any registration pursuant to ***Section 1.3(a)(iv)*** or ***Section 1.3(a)(v)*** after the Company has effected one (1) registration pursuant to each of ***Section 1.3(a)(iv)*** and ***(v)***;

and such registrations have been declared or ordered effective unless such registration is withdrawn prior to the sale of the Registrable Securities being registered because of a Valid Business Reason;

(ii) any registration pursuant to ***Section 1.3*** *(Request for Registration*) during the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a registration subject to ***Section 1.4*** (*Company Registration*) hereof; *provided that*, the Company is actively employing in good faith all reasonable efforts to cause such registration statement to become effective and the Initiating Holders had an opportunity to participate pursuant to the provisions of ***Section 1.4*** *(Company Registration)* (other than a registration from which all or any portion of the Registrable Securities of the Initiating Holders requested to be included in such registration have been excluded); or

(iii) any registration pursuant to ***Section 1.3*** *(Request for Registration*) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form F-3 pursuant to a request made pursuant to ***Section 1.5*** *(Form F-3 Registration*) below.

1.4 Company Registration

If the Company proposes to register for its own account or for the account of other shareholders (other than the Holders) any securities under the Securities Act in connection with the public offering of such securities solely for cash (other than a Qualified IPO or a registration on Form F-4, Form S-8 or Form S-4), the Company shall, at such time, promptly give each Holder written notice of such registration (a "***Company Registration***"). Upon the written request of each Holder given within twenty (20) days after mailing of such notice by the Company, the Company shall, subject to the provisions of ***Section 1.9*** (*Underwriting Requirements*), cause to be registered under the Securities Act all of the Registrable Securities that each such Holder has requested to be registered on the same terms and conditions as the securities of the Company or the account of such other stockholder, as the case may be, included therein. If the total amount of securities, including Registrable Securities, to be included in such offering exceeds the amount of securities that the underwriters determine in their sole discretion based upon marketing factors is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters determine in their sole discretion will not jeopardize the success of the offering, and the Company shall so advise all Holders of Registrable Securities. In such case, the number of securities that may be included in the offering shall be reduced, first as to any securities requested to be included in such offering by Persons other than the Holders who wish to sell their Registrable Securities in such offering, second as to any selling Holders and third as to any securities to be offered for the account of the Company, but in no event shall (i) the amount of securities of the selling Holders included in the offering be reduced below thirty percent (30%) of the total amount of securities included in such offering or (ii) any securities held by a Founder or any securities offered by a selling shareholder which are not Registrable Securities be included if any securities held by any selling Holder who is not a Founder are excluded. For purposes of the preceding sentence concerning apportionment, for any selling shareholder which is a Holder of Registrable Securities and which is a partnership, limited liability company or corporation, the partners, retired partners, members, retired members and shareholders of such holder, or the estates and family members of any such partners, members, retired members and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "selling shareholder," and any pro-rata reduction with respect to such "selling shareholder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "selling shareholder," as defined in this sentence. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

1.5 Form F-3 Registration

In case the Company shall receive from any Holder or Holders of the Registrable Securities then outstanding (the "***F-3 Initiating Holders***") a written request or requests that the Company effect a registration on Form F-3 (or any successor form then in effect) and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company will:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders; and

(b) as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such F-3 Initiating Holder's or F-3 Initiating Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; *provided, however*, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this *Section 1.5* (*Form F-3 Registration*): (i) if Form F-3 is not available for such offering by the F-3 Initiating Holders; (ii) if the F-3 Initiating Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public (before the payment of any underwriters' discounts or commissions) of less than US$5,000,000; (iii) if the Company shall furnish to the F-3 Initiating Holders a certificate signed by the Chairman of the Board of Directors of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would not be in the best interest of the Company for such Form F-3 Registration to be effected at such time due to a Valid Business Reason, in which event the Company shall have the right to defer the filing of the Form F-3 registration statement for a period of not more than ninety (90) days after receipt of the request of the F-3 Initiating Holder under this *Section 1.5* (*Form F-3 Registration*); *provided, however*, that the Company shall not utilize this right more than once in any twelve (12) month period and *provided further* that the Company shall not register any securities for the account of itself or any other shareholder during such ninety (90) day period (other than a registration statement on Form F-4, Form S-8 or Form S-4); (iv) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance unless the Company is already qualified to do business or subject to service of process in that jurisdiction and except as may be required by the Securities Act; or (v) if the Company has, within the twelve (12)-month period preceding the date of such request, already effected two (2) registrations on Form F-3 for the Holders pursuant to this *Section 1.5* (*Form F-3 Registration*) excluding any registrations from which Registrable Securities have been excluded. If requested by the F-3 Initiating Holders such registration shall be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act. If the total amount of Registrable Securities requested by the F-3 Initiating Holder or F-3 Initiating Holders and any other selling Holders, to be included in such offering exceeds the amount of Registrable Securities that the underwriters determine in their sole discretion based upon marketing factors is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such Registrable Securities, which the underwriters determine in their sole discretion will not jeopardize the success of the offering, and the Company shall so advise all Holders of Registrable Securities. In such case, the number of securities that may be included in such offering shall be reduced, <u>first</u>, as to any securities to be included in the offering by Persons other than the Holders who wish to sell their Registrable Securities in such offering, <u>second</u>, as to Registrable Securities offered for the account of any selling Holders, other than the F-3 Initiating Holder or F-3 Initiating Holders and <u>third</u>, as to Registrable Securities offered for the account of any F-3 Initiating Holder or F-3 Initiating Holders, but in no event shall any securities held by a Founder or any securities offered by a selling shareholder which are not Registrable Securities be included if any securities held by any selling Holder who is not a Founder are excluded. For purposes of the preceding sentence concerning apportionment, for any selling shareholder which is a Holder of Registrable Securities and which is a partnership, limited liability company or corporation, the partners, retired partners, members, retired members and shareholders of such holder, or the estates and family members of any such partners, members, retired members and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "selling shareholder," and any pro-rata reduction with respect to such "selling shareholder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "selling shareholder," as defined in this sentence. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration; *provided, however*, that if less than thirty percent (30%) of the Registrable Securities requested to be registered pursuant to this ***Section 1.5*** (*Form F-3 Registration*) are included in such registration, such registration shall not be counted as a registration for purposes of this ***Section 1.5*** (*Form F-3 Registration*).

(c) Subject to the foregoing, the Company shall file and maintain a registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable, but in no event not later than forty-five (45) days after receipt of the request or requests of the Holders. Registrations effected pursuant to this *Section 1.5* (*Form F-3 Registration*) shall not be counted as demands for registration or registrations effected pursuant to ***Sections 1.3*** *(Request for Registration*) or ***1.4*** (*Company Registration*), respectively.

1.6 Obligations of the Company

Whenever required under this ***Section 1*** (*Registration Rights*) to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective *provided*, *however*, that (x) before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall provide counsel selected by the Holders holding a majority of the Registrable Securities being registered in such registration ("***Holders' Counsel***") and any other Inspector (as defined below) with an adequate and appropriate opportunity to review and comment on such registration statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the SEC, subject to such documents being under the Company's control, and (y) the Company shall notify the Holders' Counsel and each seller of Registrable Securities of any stop order issued or threatened by the SEC and take all action required to prevent the entry of such stop order or to remove it if entered.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement to keep such registration statement effective for up to the shorter of one hundred twenty (120) days or until the distribution contemplated in the registration statement has been completed, *provided* that if the F-3 Initiating Holders have requested that an F-3 Registration be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act, then the Company shall keep such registration statement effective until the shorter of (i) one hundred and eighty (180) days or (ii) until such time as all Registrable Securities covered by such registration statement have been sold, and the Company shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement.

(c) Furnish to the Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions unless the Company is already qualified to do business or subject to service of process in that jurisdiction and except as may be required by the Securities Act.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

(f) Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and the Company shall promptly prepare a supplement or amendment to such prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(g) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed.

(h) Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

(i) Furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this *Section 1* (*Registration Rights*), on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to this *Section 1 (Registration Rights*), if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities.

(j) Make available at reasonable times for inspection by any seller of Registrable Securities, any managing underwriter participating in any disposition of such Registrable Securities pursuant to a registration statement, Holders' Counsel and any attorney, accountant or other agent retained by any such seller or any managing underwriter (each, an "***Inspector***" and collectively, the "***Inspectors***"), all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries (collectively, the "***Records***") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply at reasonable times all information reasonably requested by any such Inspector in connection with such registration statement. No Records shall be disclosed by the Inspectors (and the Inspectors shall confirm their agreement in writing in advance to the Company if the Company shall so request) unless (x) the disclosure of such Records is necessary, in the Company's judgment, to avoid or correct a misstatement or omission in the registration statement, (y) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction after exhaustion of all appeals therefrom or (z) the information in such Records was known to the Inspectors on a non-confidential basis prior to its disclosure by the Company or has been made generally available to the public. Each seller of Registrable Securities agrees that it shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential.

(k) If such sale is pursuant to an underwritten offering, obtain a "cold comfort" letters dated the effective date of the registration statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as Holders' Counsel or the managing underwriter reasonably requests.

(l) Comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the registration statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the registration statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

1.7 Furnish Information

It shall be a condition precedent to the obligations of the Company to take any action pursuant to this ***Section 1*** *(Registration Rights*) with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the registration of such Holder's Registrable Securities. The Company shall have no obligation with respect to any registration requested pursuant to ***Section 1.3*** (*Request for Registration*) or ***Section 1.5*** (*Form F-3 Registration*) of this Agreement if Registrable Securities are not included in the offering because of a failure of a Holder or Holders to comply with the preceding sentence, and as a result the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company's obligation to initiate such registration as specified in ***Section 1.3(a)*** or ***Section 1.5(b)(ii)***, whichever is applicable.

1.8 Expenses of Registration

(a) Demand Registration

All expenses incurred in connection with registrations, filings or qualifications pursuant to ***Section 1.3*** (*Request for Registration*), including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company, the reasonable fees and disbursements (up to a maximum of US$100,000) of one counsel for the Initiating Holder or Initiating Holders selected by them and all fees of the depositary of the Company in connection with the deposit by any Holder of their Ordinary Shares in exchange for American depositary shares representing Ordinary Shares, shall be borne by the Company; *provided, however*, that (i) each Holder shall bear its own underwriting discounts and commissions applicable to the sale of its Registrable Securities in such registration and (ii) subject to the following proviso, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to ***Section 1.3*** (*Request for Registration*) if the registration request is subsequently withdrawn at the request of a majority in interest of the Initiating Holders (in which case all participating Holders shall bear such expenses), unless a majority in interest of the Initiating Holders agree to forfeit their right to one demand registration pursuant to ***Section 1.3*** (*Request for Registration*); *provided further*, *however*, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holder at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expense and shall retain their rights pursuant to ***Section 1.3*** (*Request for Registration*).

(b) Company Registration and Registration on Form F-3

All expenses incurred in connection with registrations, filings or qualifications of Registrable Securities pursuant to ***Section 1.4*** (*Company Registration*) and any registrations under ***Section 1.5*** (*Form F-3 Registration*) for each Holder, including (without limitation) all registration, filing, and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company, the reasonable fees and disbursements (up to a maximum of US$100,000) of one Holders' Counsel and all fees of the depositary of the Company in connection with the deposit by any Holder of their Ordinary Shares in exchange for American depositary shares representing Ordinary Shares, shall be borne by the Company; provided, however, that, each Holder shall bear its own underwriting discounts and commissions applicable to the sale of its Registrable Securities in such registration.

1.9 Underwriting Requirements

In connection with any offering under ***Section 1.3*** (*Request for Registration*), ***Section 1.4*** (*Company Registration*) or ***1.5*** (*Form F-3 Registration*) involving an underwriting of shares of the Company, the Company shall not be required under ***Section 1.3*** (*Request for Registration*), ***Section 1.4*** (*Company Registration*) or ***1.5*** (*Form F-3 Registration*) to include any of the Holders' securities in such underwriting unless they accept the terms of the underwriting as agreed upon among the Company, the underwriters selected by it (or by other persons entitled to select the underwriters) and the Holders participating in such offering.

1.10 Delay of Registration

No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this ***Section 1*** *(Registration Rights*).

1.11 Indemnification

In the event any Registrable Securities are included in a registration statement under this ***Section 1*** *(Registration Rights*).

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other foreign, federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations: (i) any untrue statement or allegedly untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law, any foreign securities laws or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state or foreign securities law (each a "***Violation***"); and the Company will pay to each such Holder, underwriter or controlling person, as incurred, any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided*, *however*, that the indemnity agreement contained in this ***Subsection 1.11(a)*** shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Company be liable to any Holder, underwriter or controlling person for any such loss, claim, damage, liability, or action to the extent that it arises out of or is based upon (i) a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter or controlling person, or (ii) delivery of a prospectus by a Holder who has received notice that the registration statement relating thereto contains an untrue statement of a material fact or an omission of a material fact notwithstanding the fact that such Holder has received a notice from the Company pursuant to ***Section 1.6(f)*** (*Obligations of the Company*).

(b) To the extent permitted by law, each selling Holder will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter, any other Holder selling securities in such registration statement and any controlling person of any such underwriter or other Holder, against any losses, claims, damages, or liabilities (joint or several) to which any of the foregoing persons may become subject, under the Securities Act, the Exchange Act or other foreign, federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will pay, as incurred, any legal or other expenses reasonably incurred by any person intended to be indemnified pursuant to this ***Subsection 1.11(b)***, in connection with investigating or defending any such loss, claim, damage, liability, or action; *provided*, *however*, that the indemnity agreement contained in this ***Subsection 1.11(b)*** shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld, conditioned or delayed; *provided further*, that in no event shall any indemnity under this ***Subsection 1.11(b)*** exceed the net proceeds from the offering received by such Holder, except in the case of willful fraud by such Holder.

(c) Promptly after receipt by an indemnified party under this ***Section 1.11*** (*Indemnification*) of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this ***Section 1.11*** (*Indemnification*), deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided*, *however*, that an indemnified party (together with all other indemnified parties which may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the reasonable fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of liability to the indemnified party under this ***Section 1.11*** (*Indemnification*) to the extent of such prejudice, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this ***Section 1.11*** (*Indemnification*).

(d) If the indemnification provided for in this ***Section 1.11*** (*Indemnification*) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations; *provided*, that in no event shall any contribution by a Holder under this ***Section 1.11(d)*** plus any amounts actually paid under ***Section 1.11(b)*** above exceed the net proceeds from the offering received by such Holder, except in the case of willful fraud by such Holder. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) The obligations of the Company and Holders under this ***Section 1.11*** (*Indemnification*) shall survive the completion of any offering of Registrable Securities in a registration statement under this ***Section 1*** (*Registration Rights*), and otherwise.

1.12 Reports Under the Exchange Act

With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form F-3, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in SEC Rule 144, at all times after ninety (90) days after the effective date of the first registration statement filed by the Company for the offering of its securities to the general public so long as the Company remains subject to the periodic reporting requirements under Sections 13 or 15(d) of the Exchange Act;

(b) take such action, including the voluntary registration of its Ordinary Shares under Section 12 of the Exchange Act, as is necessary to enable the Holders to utilize Form F-3 for the sale of their Registrable Securities, such action to be taken as soon as practicable after the end of the fiscal year in which the first registration statement filed by the Company for the offering of its securities to the general public is declared effective;

(c) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(d) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC which permits the selling of any such securities without registration or pursuant to such form.

1.13 Assignment of Registration Rights and Information Rights

The rights to cause the Company to register Registrable Securities pursuant to this ***Section 1*** (*Registration Rights*) and information and inspection rights set forth in ***Section 2*** (*Covenants of the Company*) may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such securities which (i) is a partner, or retired partner, a member or a retired member of any Holder which is a partnership or limited liability company, (ii) is Holder's family member or a trust for the benefit of an individual Holder or family member thereof, (iii) is an Affiliate of Holder, including, for the avoidance of doubt, with respect to a Holder that is a venture capital fund, partnership, limited liability company or corporation, the affiliated venture capital funds, partners, or members, retired partners or retired members and shareholders of such Holder or the estates, family members or trusts for the benefit of any of the foregoing, or (iv) is a transferee who acquires at least 10% of the Registrable Securities held by such Holder, *provided*, the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; *provided, further*, that such assignment shall be effective only if immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Securities Act. For the purposes of determining the number of shares of Registrable Securities held by a transferee or assignee, the holdings of transferees and assignees of a partnership or limited liability company who are partners or retired partners or members or retired members, of such partnership or limited liability company (including spouses and ancestors, lineal descendants and siblings of such partners, members, retired partners, retired members or spouses who acquire Registrable Securities by gift, will or intestate succession) shall be aggregated together with the partnership or limited liability company; *provided* that all assignees and transferees who would not qualify individually for assignment of registration rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices or taking any action under ***Section 1*** (*Registration Rights*).

1.14 Limitations on Subsequent Registration Rights

From and after the date of this Agreement, provided that either (i) the General Atlantic Shareholders hold in the aggregate the number of Registrable Securities equal to at least 50% of number of Registrable Securities held in the aggregate by the General Atlantic Shareholders as of March 2, 2006 or (ii) the Softbank Shareholders hold in the aggregate the number of Registrable Securities equal to at least 50% of number of Registrable Securities held in the aggregate by the Softbank Shareholders upon the Closing Date under the Purchase Agreement, the Company shall not, without the prior written consent of the Holders (including the General Atlantic Shareholders and Softbank Shareholders) of at least two-thirds of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company which would allow such holder or prospective holder (i) to include such securities in any registration statement, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders which is included, (ii) to have senior, preferential or parity cutback rights in the event of any registered offering or (iii) to demand registration of their securities.

1.15 Rule 144

The Company covenants that from and after the IPO Effectiveness Date it shall (a) file any reports required to be filed by it under the Exchange Act and (b) take such further action as each Holder may reasonably request (including providing any information necessary to comply with Rule 144 under the Securities Act), all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time, or Regulation S under the Securities Act or (ii) any similar rules or regulations hereafter adopted by the SEC. The Company shall, upon the request of any Holder, deliver to such Holder a written statement as to whether it has complied with such requirements.

1.16 Market Stand-Off Agreement

Each Holder hereby agrees that, during the period of duration (up to, but not exceeding, 180 days) specified by the Company and the managing underwriter of Ordinary Shares or other securities of the Company, following the effective date of the registration statement relating to the Company's Qualified IPO, it shall not, to the extent requested by the Company and such underwriter, (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares (whether such shares or any such securities are then owned by the Holder or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise; *provided that*, all of the Company's senior officers, directors and shareholders owning more than five percent (5%) of the Company's Ordinary Shares (on a fully-diluted basis) must be similarly bound by the restrictions contained in this ***Section 1.16*** (*Market Stand-Off*). Any release from such lock up restrictions, any time during the market stand-off time period, shall apply pro rata among the Holders of Registrable Securities, so that each Holder of Registrable Securities may sell, transfer or otherwise dispose of an equal percentage of his, her or its shares originally subject to the lock-up restrictions. The restrictions set forth in this ***Section 1.16*** (*Market Stand-Off*) shall not apply to Ordinary Shares purchased in open market transactions following the Company's initial public offering. The underwriters in connection with the Company's initial public offering are intended third party beneficiaries of this ***Section 1.16*** (*Market Stand-Off*) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period, and each Holder agrees that, if so requested, such Holder will execute an agreement in the form provided by the underwriter containing terms which are essentially consistent with the provisions of this ***Section 1.16*** (*Market Stand-Off*).

Notwithstanding the foregoing, the obligations described in this ***Section 1.16*** (*Market Stand-Off*) shall not apply to a registration relating solely to employee benefit plans on Form F-1 or Form F-8 or similar forms which may be promulgated in the future, or a registration relating solely to an SEC Rule 145 transaction on Form F-4 or similar forms which may be promulgated in the future.

1.17 Termination of Registration Rights

No Holder shall be entitled to exercise any right provided for in this ***Section 1*** (*Registration Rights*) after the earlier of (i) seven (7) years following the closing of the Company's Qualified IPO; (ii) as to any Holder owning five percent (5%) or less of the outstanding Ordinary Shares (on a fully-diluted basis), that date such Holder is able to sell all his Registrable Securities in a single sale under Rule 144(k); or (iii) as to a particular Holder at such time as Rule 144(k) or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without registration.

1.18 Jurisdiction

The terms of this Agreement are drafted primarily in contemplation of securities offerings in the United States of America. The parties recognize, however, the possibility that there may be one or more registrations in a jurisdiction other than the United States of America. It is, accordingly, their intention that whenever this Agreement refers to a law or institution of the United States of America but the parties wish to effectuate a registration in a different jurisdiction, reference in this Agreement to the laws or institutions of the United States shall be read as referring, mutatis mutandis, to the comparable laws or institutions of the jurisdiction in question. In the event that the Ordinary Shares are listed on any securities exchange outside the United States, the Company shall (i) use all reasonable and diligent efforts to cause all Ordinary Shares issued or issuable upon conversion of the Preferred Shares, and all other Ordinary Shares held by the Holders, to be approved for listing and freely tradable on such securities exchange, subject to any lock-ups required pursuant to the rules and regulations of the relevant exchange or applicable securities law, and (ii) furnish to the Holders such number of copies of prospectuses and such other documents as they may be reasonably required to facilitate the disposition of Ordinary Shares by the Holders on such exchange.

2. ***Covenants of the Company***

2.1 Delivery of Financial Statements

(a) The Company shall deliver to each Major Investor, (i) as soon as practicable, but in any event within one hundred twenty (120) days after the end of each fiscal year of the Company, audited annual consolidated financial statements including an income statement and statement of cash flows for the Company and its Subsidiaries for such fiscal year and a balance sheet for the Company and its Subsidiaries as of the end of the fiscal year, all prepared in accordance with United States generally accepted accounting principles, and audited and certified by a "Big Four" independent certified public accounting firms of recognized international standing and reputation selected by the Company; (ii) as soon as practicable, but in any event within forty-five (45) days after the end of each fiscal quarter of the Company, unaudited quarterly consolidated financial statements including an unaudited income statement and statement of cash flows for such fiscal quarter and an unaudited balance sheet as of the end of such fiscal quarter and (iii) monthly unaudited consolidated financial statements within ten (10) days after the end of each month.

(b) The Company shall prepare and submit to the Board of Directors of the Company for approval the Company's annual operating budget for the next fiscal year not less than thirty (30) days prior to the beginning of the fiscal year.

(c) The Company shall deliver to each Major Investor, such other information relating to the financial condition, business, prospects or corporate affairs of the Company as the Holder may from time to time request, provided, however, that the Company shall not be obligated under this subsection (c) or any other subsection of this ***Section 2.1*** (*Delivery of Financial Statements*) to provide information that it deems in good faith to be a trade secret or similar confidential information.

2.2 Inspection

The Company shall permit each Major Investor, at such Major Investor's expense, to visit and inspect the Company's properties, to examine and make copies of its books of account and records and to discuss the Company's affairs, finances and accounts with its officers, all at such reasonable times as may be requested by the Major Investor; *provided, however*, that the Company shall not be obligated pursuant to this ***Section 2.2*** (*Inspection*) to provide access to any information which it reasonably considers to be a trade secret or similar confidential information.

2.3 Preemptive Right

Subject to the terms and conditions specified in this ***Section 2.3*** (*Preemptive Right*), the Company hereby grants to each Major Investor a preemptive right with respect to future sales by the Company of its Shares (as hereinafter defined). For purposes of this ***Section 2.3*** (*Preemptive Right*), other than for purposes of the notice provisions, Major Investor includes any general partners and Affiliates of a Major Investor. A Major Investor who chooses to exercise the preemptive right may designate as purchasers under such right itself or its Affiliates in such proportions as it deems appropriate; provided that such Major Investor shall be responsible for the performance by its designated Affiliate of such Affiliate's obligations to complete such purchase.

Each time the Company proposes to offer any capital shares, or securities convertible into or exercisable for any capital shares, of any class ("***Shares***"), the Company shall first make an offering of such Shares to each Major Investor in accordance with the following provisions:

(a) The Company shall deliver a written notice (the "***Preemptive Rights Notice***") to each Major Investor stating (i) its bona fide intention to offer such Shares, (ii) the number of such Shares to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such Shares.

(b) Upon receipt of the Preemptive Rights Notice, each Major Investor may elect to subscribe for, at the price and upon the terms specified in the Preemptive Rights Notice, up to that portion of such Shares which equals the proportion that (i) the sum of the number of Ordinary Shares issuable or issued upon conversion of Registrable Securities plus all other voting securities then held by such Major Investor bears to (ii) the total number of Ordinary Shares then outstanding (assuming full conversion and exercise of all outstanding convertible or exercisable securities) (the "***Proportionate Share***"). The election will be exercisable by written notice (the "***Exercise Notice***") given to the Company by the twentieth (20th) calendar day after delivery of the Preemptive Rights Notice and shall specify the maximum number of Shares, even if greater than such Major Investor's Proportionate Share, that the Major Investor desires to purchase pursuant to this ***Section 2.3(b)*** (the "***Maximum Number***"). Failure of any Major Investor to provide an Exercise Notice within the twenty (20) day period shall be deemed to constitute a notification to the Company of such Major Investor's decision not to exercise the option to purchase any Shares under this ***Section 2.3(b)***. The Shares shall be allocated among the Major Investors who properly deliver an Exercise Notice. If the sum of the Maximum Numbers specified by each of the Major Investors in the aggregate exceeds the number of Shares proposed to be issued by the Company, then the Major Investors who wish to subscribe for more than their Proportionate Share shall be allocated, pro rata, the Shares in excess of their Proportionate Share; provided, however, that no Major Investor shall be allocated more than such Major Investor's Maximum Number. The delivery of an Exercise Notice by a Major Investor under this ***Section 2.3(b)*** shall constitute an irrevocable commitment to purchase the Shares that are allocated to such Major Investor under this ***Section 2.3(b)***. The pro rata portion of each Major Investor's Shares in excess of its Proportionate Share shall be equal to a fraction, the numerator of which is the sum of the number of Ordinary Shares issuable or issued upon conversion of Registrable Securities plus all other voting securities then held by such Major Investor and the denominator of which is the total number of Ordinary Shares plus all other voting securities then held by all Major Investors (assuming full conversion and exercise of all outstanding convertible or exercisable securities) who properly send an Exercise Notice and who wish to subscribe for more than their Proportionate Share.

(c) The Company may, during the 45 day period following the expiration of the 20-day period provided in ***Section 2.3(b)*** hereof, offer the remaining unsubscribed portion of the Shares to any person or persons at a price not less than, and upon terms no more favorable to the offeree than those specified in the Preemptive Rights Notice. If the Company does not enter into an agreement for the sale of the Shares within such period, or if such agreement is not consummated within forty five (45) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Shares shall not be offered unless first reoffered to the Major Investors in accordance herewith.

(d) The preemptive right in this ***Section 2.3*** (*Preemptive Right*) shall not be applicable (i) to the issuance of Ordinary Shares (or options therefor) to employees, officers and directors, pursuant to a broadly based share purchase or option plan approved by the Board of Directors the purpose of which is to provide equity incentives to such individuals, (ii) after consummation of a Qualified IPO, (iii) to the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities outstanding on, and pursuant to terms existing on, the date hereof, (iv) to convertible securities issued or issuable pursuant to a conversion price adjustment under the Memorandum and Articles of Association of the Company, (v) to the issuance of securities in connection with a bona fide business acquisition of or by the Company, whether by merger, acquisition of assets, or acquisition of shares, that was approved by the Board of Directors, (vi) to the issuance of securities in connection with any strategic business partnership approved by the Board of Directors, the principal purpose of which is not fundraising (as determined in good faith by the Board of Directors), but for the avoidance of doubt, excluding any private equity, venture capital or similar fund, (vii) Equity Securities issued or issuable upon conversion of the JOHO Notes and SBI Notes; or (viii) Equity Securities issued or issuable upon exercise or conversion of the Series D Securities.

2.4 Proprietary Information and Inventions Agreements

The Company shall require all employees and consultants with access to confidential information to execute and deliver a Proprietary Information and Inventions Agreement in form and substance satisfactory to both the Series C Investors and the New Investors.

2.5 Termination of Covenants

The covenants set forth in ***Sections 2.1***(*Delivery of Financial Statements*), ***2.2*** (*Inspection*), and ***2.3*** (*Preemptive Right*) shall terminate and be of no further force or effect immediately upon the consummation of the Company's Qualified IPO.

3. ***Miscellaneous***

3.1 Successors and Assigns

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties (including transferees of any of the Preferred Shares or Ordinary Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.2 Amendments and Waivers

Any term of this Agreement may be amended or waived only with the written consent of the Company, such Softbank Shareholders owning a majority of the Registrable Securities owned by all of the Softbank Shareholders, such General Atlantic Shareholders owning a majority of the Registrable Securities owned by all of the General Atlantic Shareholders, such DCM Shareholders owning a majority of the Registrable Securities owned by all of the DCM Shareholders and the Holders (other than the Softbank Shareholders, the General Atlantic Shareholders, and the DCM Shareholders) of a majority of the Registrable Securities then outstanding, not including the Registrable Securities held by the Founders, the Softbank Shareholders, the General Atlantic Shareholders, or the DCM Shareholders; provided, that

(i) if such amendment or waiver has the effect of affecting the Registrable Securities held by the Founders (a) in a manner different than securities issued to the Investors and (b) in a manner materially adverse to the interests of the Founders, then such amendment or waiver shall require the consent of the holder or holders of a majority of the Registrable Securities held by the Founders, and

(ii) if such amendment or waiver has the effect of affecting the Registrable Securities held by the TCV Shareholders (a) in a manner different than securities issued to the other Investors and (b) in a manner adverse to the interests of the TCV Shareholders, then such amendment or waiver shall require the consent of the holders of a majority of the Registrable Securities held by the TCV Shareholders.

It being understood and agreed upon by the parties hereto that, without limiting the foregoing differences in the amount paid for securities by holders and differences in the number of shares held by holders (except in the case of an amendment that alters or changes the number or percentage of shares that a shareholder must hold to receive certain rights under this Agreement or an amendment to add a new provision to this Agreement, which provision grants rights or imposes obligations upon a shareholder based on the number or percentage of shares such shareholder holds and is not merely pro-rata based on number of shares held) shall be ignored in determining if such amendment or waiver adversely affects a holder of Registrable Securities in a manner different than other holders of Registrable Securities. Any amendment or waiver effected in accordance with this Section shall be binding upon each holder of any Registrable Securities then outstanding, each future holder of all such Registrable Securities, and the Company.

3.3 Notices

Any notice required or permitted by any provision of this Agreement shall be given in writing and shall be delivered either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means (i) in the case of a Founder to the Founder's address as set forth in the schedules or such other address as the Founder may designate in writing from time to time, (ii) in the case of the Company, to its principal office, (iii) in the case of any Investor which is an original party to this Agreement at the address of such Investor as set forth in the signature pages or schedules hereto or such other address for such Investor as shall be designated in writing from time to time by such Investor; and, (iv) in the case of any permitted transferee of a party to this Agreement or its transferee, to such transferee at its address as designated in writing by such transferee to the Company from time to time. Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid if sent during normal business hours of the recipient and if not sent during normal business hours, then the next Business Day of the recipient.

3.4 Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

3.5 Governing Law

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement to be brought by or on behalf of any of the parties will be brought or otherwise commenced in any state or federal court located in New York county, the State of New York. With respect to any such action, each party to this Agreement: (i) expressly and irrevocably consents and submits to the non-exclusive jurisdiction of each state and federal court located in the county and city of New York, New York (and each appellate court located in the State of New York) in connection with any such legal proceeding; (ii) agrees that each state and federal court located in the county of New York, the State of New York, shall be deemed to be a convenient forum; and (iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the county and city of New York, the State of New York, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(c) Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the transactions contemplated by this Agreement. Each of the parties hereto hereby (a) certifies that no representative, agent or attorney of the other parties has represented, expressly or otherwise, that such other parties would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications set forth in this section.

3.6 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.7 Titles and Subtitles

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.8 Aggregation of Shares

All shares held or acquired by affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

3.9 Attorneys' Fees

In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

3.10 Entire Agreement

This Agreement and Article 5.2 of the Company's Memorandum and Articles of Association, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing among the parties hereto, including, without limitation, the Prior Agreement, are expressly terminated and canceled. In the event of a conflict or discrepancy between the provisions of Article 5.2 of the Company's Memorandum and Articles of Association and this Agreement, the terms of Article 5.2 of the Company's Memorandum and Articles of Association shall prevail.

3.11 Delays or Omissions

It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under the Agreement or any waiver on such party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

COMPANY:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen

Address: 23/F Jing'an Center, No. 8
Beisanhuan, East Road
Chaoyang District
Beijing, PRC 100028

Fax: (8610) 8522-3008

Exhibit 4.7

Execution Copy

AGREEMENT

THIS AGREEMENT (this ***"Agreement***"), is made as of July 2, 2009, by and among Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2007 Revision) of the Cayman Islands (the "***Company***") and SOFTBANK CORP. (the ***"Investor***").

RECITALS

Whereas, the Company and Investor entered into that certain Series D Securities Purchase Agreement, dated as of April 4, 2008 (the "***Purchase Agreement***"), providing, inter alia, for the Company's sale and issuance of (i) Series D Preferred Share Purchase Warrants of the Company convertible pursuant to their terms into 10,071,763 Series D Preferred Shares with par value US$0.01 each (the "***Original 2009 Series D Warrants***") and (ii) Series D Preferred Share Purchase Warrants of the Company convertible pursuant to their terms into 20,143,525 Series D Preferred Shares with par value US$0.01 each (the "***Original 2010 Series D Warrants***").

Whereas, as of the date hereof, the Company and Investor have amended and restated the Original 2009 Series D Warrants (such amended and restated warrants are referred to herein as the "***A&R 2009 Series D Warrants***").

Whereas, as of the date hereof, the Company and Investor have amended and restated the Original 2010 Series D Warrants (such amended and restated warrants are referred to herein as the "***A&R 2010 Series D Warrants***").

Whereas, pursuant to (i) Section 2.1(f) of that certain Amended and Restated Voting Agreement, dated as of April 4, 2008, by and among the parties thereto (the "***Voting Agreement***") and (ii) Section 7.6(c) of the Company's Amended and Restated Memorandum and Articles of Association (the "***M&AA***"), Investor was awarded the right to appoint one director to the Company's board of directors (the "***Board***") upon the closing of the transactions contemplated by the Purchase Agreement and the right to appoint a second director to the Board upon the exercise of all of the Original 2009 Series D Warrants.

Whereas, in connection with the A&R 2009 Series D Warrants and the A&R 2010 Series D Warrants, the Company and Investor desire to clarify Investor's right, and the continuation of such right, to appoint a second director to the Board upon the exercise of all of the Original 2009 Series D Warrants.

NOW, THEREFORE, in consideration of the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Voting Agreement.

Section 2. Conditions to Investor's Rights. In the event both tranches under the A&R 2010 Series Warrants are not fully exercised or payment is not tendered by the Investor in accordance with the terms therein, then, if requested by the Company,:

(a) Investor shall no longer have the right to appoint a second director to the Board pursuant to Section 2.1(f) of the Voting Agreement and Section 7.6(c) of the M&AA; provided, however, that if Investor has already appointed a second director pursuant to Section 2.1(f) of the Voting Agreement and Section 7.6(c) of the M&AA, Investor will cause such appointed director to resign immediately and the size of the Board shall be reduced by one (1);

(b) Investor hereby consents to and approves the following amendment and restatement of Section 2.1(f) of the Voting Agreement in its entirety:

"(f) Provided that at any time and for so long as the Softbank Shareholders hold at least eighty percent (80%) of the Series D Preferred Shares (or the Ordinary Shares issuable upon conversion of such Series D Preferred Shares) then outstanding, one (1) designee of the Softbank Shareholders, who shall initially be Masayoshi Son (the "***Softbank Designee***"). The identity of the person(s) nominated by Softbank to act as a director is subject to the satisfaction and approval of at least a majority of the Board of Directors, acting reasonably (such approved nominee also being referred to herein as a "***Softbank Designee***"). In the event of rejection of the proposed Softbank Designee, the Softbank Shareholders shall be entitled to designate another nominee; and"

(c) Investor hereby consents to and approves the following amendment and restatement of Section 7.6(c) of the M&AA in its entirety and agrees to vote all of the Shares owned by Investor, by written consent, or at any annual or special meeting, and take all other actions requested by the Company within his, her or its control (whether in Investor's capacity as a shareholder, director or officer of the Company or otherwise), so as to cause Section 7.6(c) of the M&AA to be so amended:

"(c) For so long as the Softbank Shareholders hold at least eighty percent (80%) of the then outstanding Series D Preferred Shares or the Ordinary Shares issuable upon conversion of such Series D Preferred Shares, the Softbank Shareholders shall constitute a Specified Group (as defined in Article 74.4 below) and have the right to designate one Director. The nominees designated by the Softbank Shareholders are subject to the satisfaction and approval (which shall not be unreasonably withheld or delayed) of at least a majority of the Board of Directors, and the Softbank Shareholders shall be entitled to designate another nominee in the case of any nominee the approval of whom is withheld. The Softbank Director designees shall not be removed for any reason without the prior written consent of the Softbank Shareholders."

Section 3. Miscellaneous.

(a) Notices. All notices, notifications, demands, requests, waivers, consents or other communications under this Agreement shall be delivered in accordance with Section 20 of the Voting Agreement.

(b) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) Amendment and Waiver, etc. This Agreement may be amended only with the written consent of the Company and Investor. No failure or delay on the part of the Company or Investor in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the Company or Investor at law or in equity or otherwise. No waiver of or consent to any departure by the Company or Investor from any provision of this Agreement shall be effective unless signed in writing by the waiving or consenting party.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) Governing Law.

(i) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(ii) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement to be brought by or on behalf of any of the parties will be brought or otherwise commenced in any state or federal court located in New York County, the State of New York. With respect to any such action, each party to this Agreement: (A) expressly and irrevocably consents and submits to the non-exclusive jurisdiction of each state and federal court located in the county and city of New York, New York (and each appellate court located in the State of New York) in connection with any such legal proceeding; (B) agrees that each state and federal court located in the County of New York, the State of New York, shall be deemed to be a convenient forum; and (C) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the county and city of New York, the State of New York, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(iii) Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the transactions contemplated by this Agreement. Each of the parties hereto hereby (A) certifies that no representative, agent or attorney of the other parties has represented, expressly or otherwise, that such other parties would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications set forth in this Section 3(f).

(g) Entire Agreement. This Agreement, the A&R 2009 Series D Warrants, the A&R 2010 Series D Warrants, the Voting Agreement, and the M&AA constitute the entire agreement among the parties with respect to the subject matter hereof and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein.

(h) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(i) Further Assurances. The parties shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth herein, without any financial obligation to such parties. Time is of the essence with respect to the parties' obligations herein.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen

Name: Joseph Chen
Title: Chairman and Chief Executive Officer

SOFTBANK CORP.

By: /s/ Masayoshi Son

Name: Masayoshi Son
Title: Chairman and CEO

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen

Name: Joseph Chen
Title: Chairman and Chief Executive Officer

SOFTBANK CORP.

By: /s/ Masayoshi Son

Name: Masayoshi Son
Title: Chairman and CEO

Exhibit 5.1

FORM OF APPLEBY LEGAL OPINION

e-mail:
apaizes@applebyglobal.com

direct dial:
Tel: +1 345 814 2953
Fax: +1 345 949 4901

RENREN INC.

appleby ref:
AGP/ 311904.0009

Dear Sirs […] 2011

Renren Inc. (the "Company")

This opinion as to Cayman Islands law is addressed to you in connection with the offer and sale by the Company (the "**Offering**") of certain Class A Ordinary Shares and an option to acquire further Class A Ordinary Shares ("**Option Shares**") of the Company in the form of American Depositary Shares, as described in the prospectus ("**Prospectus**") contained in the Company's registration statement on Form F-1 (the "**Registration Statement**") to be filed by the Company under the United States Securities Act 1933 with the United States Securities and Exchange Commission ("**Commission**"). The Company has requested that we provide this opinion in connection with the following agreements:

1. the underwriting agreement entered into between the Company and […] (the "**Underwriter**") dated […] 2011 (the "**Underwriting Agreement**"); and
2. a deposit agreement dated as of [—], 2011 (the "**Deposit Agreement**") among the Company, Citibank NA as depositary (the "**Depositary**") and the holders and beneficial owners from time to time of the ADSs

(The Underwriting Agreement and the Deposit Agreement are hereinafter collectively referred to as the "**Subject Agreements**").

For the purposes of this opinion we have examined and relied upon the documents listed, and in some cases defined, in the Schedule to this opinion ("**Documents**"). Unless otherwise defined herein, capitalised terms have the meanings assigned to them in the Schedule.

Assumptions

In stating our opinion we have assumed:

(a) the authenticity, accuracy and completeness of all the Documents submitted to us and other documents examined by us as originals and the conformity to authentic original documents of all Documents submitted to us and other such documents examined by us as certified, conformed, notarised, faxed, scanned or photostatic copies;

(b) that each of the Documents and other such documents which was received by us by electronic means is complete, intact and in conformity with the transmission as sent;

(c) the genuineness of all signatures on the Documents;

(d) the authority, capacity and power of each of the persons signing the Documents (other than the Company in respect of the Subject Agreements);

(e) that any representation, warranty or statement of fact or law, other than as to the laws of Cayman Islands, made in any of the Documents is true, accurate and complete;

(f) that the Subject Agreements constitute the legal, valid and binding obligations of each of the parties thereto, other than the Company, under the laws of its jurisdiction of incorporation or its jurisdiction of formation;

(g) that the Subject Agreements have been validly authorised, executed and delivered by each of the parties thereto, other than the Company, and the performance thereof is within the capacity and powers of each such party thereto, and that each such party to which the Company purportedly delivered the Subject Agreements has actually received and accepted delivery of each such Subject Agreements;

(h) that the Subject Agreements will effect, and will constitute legal, valid and binding obligations of each of the parties thereto, enforceable in accordance with their terms, under the laws of New York by which it is expressed to be governed and that the choice of the laws of New York as the governing law of the Subject Agreements has been made in good faith and is valid and binding under the laws of New York;

(i) that the Subject Agreements are in the proper legal form to be admissible in evidence and enforced in the courts of New York and in accordance with the laws of New York;

(j) that there are no provisions of the laws or regulations of any jurisdiction other than the Cayman Islands which would be contravened by the execution or delivery of the Subject Agreements or which would have any implication in relation to the opinion expressed herein and that, in so far as any obligation under, or action to be taken under, the Subject Agreements is required to be performed or taken in any jurisdiction outside the Cayman Islands, the performance of such obligation or the taking of such action will constitute a valid and binding obligation of each of the parties thereto under the laws of that jurisdiction and will not be illegal by virtue of the laws of that jurisdiction;

(k) that the Resolutions are in full force and effect and have not been rescinded, either in whole or in part, accurately record the resolutions passed by the Directors and shareholders of the Company in meetings which were duly convened and at which a duly constituted quorum was present and voting throughout, that all interests of the Directors in the subject matter of the Directors' Resolutions, if any, have been declared and disclosed in accordance with the Articles of Association of the Company and that there is no matter affecting the authority of the Directors to effect entry of the Company into the Subject Agreements, not disclosed by the Constitutional Documents or the Directors' Resolutions, which would have any adverse implication in relation to the opinions expressed herein;

(l) that each of the Underwriter and Depositary has no express or constructive knowledge of any circumstance whereby any director of the Company, when the Directors of the Company passed the Directors' Resolutions, failed to discharge his fiduciary duty owed to the Company and to act honestly and in good faith with a view to the best interests of the Company;

(m) that the Company has entered into its obligations under the Subject Agreements in good faith for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing that the transactions contemplated by the Subject Agreements would benefit the Company;

(n) that each transaction to be entered into pursuant to the Subject Agreements is entered into in good faith and for full value and will not have the effect of illegally preferring one creditor over another;

(o) at the time of the exercise of the Underwriter's option in accordance with the Underwriting Agreement:

a. the laws of the Cayman Islands (including the Companies Law (2010 Revision) ("**Companies Law**") will not have changed;

b. the Company will have sufficient authorised but unissued Class A Ordinary Shares to effect the exercise of the option and issue of the Option Shares in accordance with the Underwriting Agreement, the Post IPO Memorandum and Articles and the Companies Law;

c. the Company will not have been struck off or placed in liquidation;

d. the issue price for each Option Share will not be less than the par value of such ordinary share; and

e. the Post IPO Memorandum and Articles will not have been altered, amended, varied or restated in any way;

(p) the validity and binding effect under the laws of the United States of America of the Registration Statement and the Prospectus and that the Registration Statement will be duly filed with or declared effective by the Commission; and

(q) that the prospectus of the Company, when published, will be in substantially the same form as that examined by us for purposes of this opinion.

Opinion

Based upon and subject to the foregoing and subject to the reservations set out below and to any matters of fact which have not been disclosed to us, we are of the opinion that:

1. The Company is an exempted company duly incorporated with limited liability and existing under the laws of the Cayman Islands. The Company possesses the capacity to sue and be sued in its own name and is in good standing under the laws of the Cayman Islands.

2. The Company has all requisite corporate power and authority to enter into, execute, deliver, and perform its obligations under the Subject Agreements and to take all action as may be necessary to complete the transactions contemplated thereby.

3. The execution, delivery and performance by the Company of the Subject Agreements and the transactions contemplated thereby have been duly authorised by all necessary corporate action on the part of the Company.

4. The Subject Agreements have been duly executed by the Company and constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms.

5. Subject as otherwise provided in reservation (q) of this opinion, no consent, licence or authorisation of, filing with, or other act by or in respect of, any governmental authority or court of the Cayman Islands is required to be obtained by the Company in connection with the execution, delivery or performance by the Company of the Subject Agreements or to ensure the legality, validity, admissibility into evidence or enforceability as to the Company, of the Subject Agreements.

6. The execution, delivery and performance by the Company of the Subject Agreements and the transactions contemplated thereby do not and will not violate, conflict with or constitute a default under (a) any requirement of any law or any regulation of the Cayman Islands or (b) the Constitutional Documents.

7. Based solely upon our review of the Post IPO Memorandum and Articles and in reliance upon the Officer's Certificate, upon the completion of the Offering, the authorised share capital of the Company is US$5,000,000 divided into (i) 3,000,000,000 Class A Ordinary Shares of a par value of US$0.001 each, (ii) 1,000,000,000 Class B Ordinary Shares of a par value of US$0.001 each, and (iii) 1,000,000,000 shares of a nominal or par value of US$0.001 each of such class or classes (howsoever designated) as the Board of Directors may determine in accordance with Articles 7, 7A and 7B of the Articles of Association.

8. Based solely upon our review of the Memorandum and Articles of Association, the Register of Members of the Company and in reliance upon the Officer's Certificate all issued shares of the Company prior to the Offering have been duly authorised and validly issued and are fully paid and non-assessable (meaning that no further sums are payable to the Company on such shares and the Company has received full payment therefore). The authorised, and to our knowledge, issued shares of the Company is as set forth in the Registration Statement and the Prospectus.

9. Based solely upon our review of and in reliance upon the Post IPO Memorandum and Articles and the Officer's Certificate, upon adoption of the Post IPO Memorandum and Articles, [*] Class A Ordinary Shares and [*] Class B Ordinary Shares will have been duly authorised and validly issued as fully paid and non-assessable.

10. The ADSs (including the underlying Class A Ordinary Shares) offered in the Offering pursuant to the Prospectus conform in all material respects to the description thereof contained in the Registration Statement and the Prospectus.

11. The issuance of the ADSs (including the underlying Class A Ordinary Shares) pursuant to the Offering and the exercise of the Underwriter's option (including the underlying Class A Ordinary Shares), against payment in full of the consideration provided for in the Prospectus and Registration Statement and the Underwriting Agreement (as applicable) and when entered in the register of members of the Company against the name of the relevant subscriber, will have been duly authorised and validly issued as fully paid and non-assessable shares of the Company (meaning that no further sums are payable to the Company on the Shares or Option Shares, as the case may be) in accordance with the Post IPO Memorandum & Articles. The holders of the issued shares of the Company are not entitled to pre-emptive rights, rights of first offer or rights of first refusal set forth or as provided for in the Company's Post IPO Memorandum and Articles.

12. The transactions contemplated by the Subject Agreements are not subject to any currency deposit or reserve requirements in the Cayman Islands. There is no restriction or requirement of the Cayman Islands binding on the Company which limits the availability or transfer of foreign exchange (i.e. monies denominated in currencies other than Cayman Islands dollars) for the purposes of the performance by the Company of its obligations under the Subject Agreements.

13. The choice of the [laws of New York] as the proper law to govern the Subject Agreements is a valid choice of law under Cayman Islands law and such choice of law would be recognised, upheld and applied by the courts of the Cayman Islands as the proper law of the Subject Agreements in proceedings brought before them in relation to the Subject Agreements, provided that (a) the point is specifically pleaded; (b) such choice of law is valid and binding under the laws of New York; and (c) recognition would not be contrary to public policy as that term is understood under Cayman Islands law.

14. The submission by the Company to the jurisdiction of the [courts of New York] pursuant to the Subject Agreements is not contrary to Cayman Islands law and would be recognised by the courts of Cayman Islands as a legal, valid and binding submission to the jurisdiction of the courts of New York if such submission is accepted by such courts and is legal, valid and binding under the laws of New York.

15. A final and conclusive judgment *in personam* of a competent foreign court against the Company based upon the Subject Agreements under which a definite sum of money is payable (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other similar penalty) may be the subject of enforcement proceedings in the Grand Court of the Cayman Islands under the common law doctrine of obligation by action on the debt evidenced by the judgment of such competent foreign court. A final opinion as to the availability of this remedy should be sought when the facts surrounding the foreign court's judgment are known, but, on general principles, we would expect such proceedings to be successful provided that:

    (a) the court which gave the judgment was competent to hear the action in accordance with private international law principles as applied in the Cayman Islands; and

    (b) the judgment is not contrary to public policy in Cayman Islands, has not been obtained by fraud or in proceedings contrary to natural justice and is not based on an error in Cayman Islands law.

12. The appointment by the Company of agents for the receipt of any service of process in respect of any court in New York in connection with any matter arising out of or in connection with the Subject Agreements is a valid and effective appointment, if such appointment is valid and binding under the laws of New York and if no other procedural requirements are necessary in order to validate such appointment.

13. Neither the Company nor any of its assets or property enjoys, under Cayman Islands law, immunity on the grounds of sovereignty from any legal or other proceedings whatsoever or from enforcement, execution or attachment in respect of its obligations under the Subject Agreements.

14. Based solely upon the Litigation Search and the Officer's Certificate:

    (a) no litigation, arbitration or administrative or other proceeding of or before the Grand Court of the Cayman Islands is pending against the Company; and

    (b) no resolution of members has been passed to wind up or appoint a liquidator or receiver of the Company and no petition to wind up the Company or application to reorganise its affairs pursuant to a scheme of arrangement and no application for the appointment of a receiver has been filed with the Grand Court of the Cayman Islands.

15. There are, subject as otherwise provided in this opinion, no taxes, stamp or documentary taxes, duties or similar charges under the laws of the Cayman Islands now due, or which could in the future become due to any governmental authority of or in the Cayman Islands, in connection with the execution, delivery, performance or enforcement of the Subject Agreements or the transactions contemplated thereby, or in connection with the admissibility in evidence thereof and the Company is not required by any Cayman Islands law or regulation to make any deductions or withholdings in the Cayman Islands from any payment it may make thereunder.

16. Under the laws of the Cayman Islands, the Underwriter will not be deemed to be resident, domiciled or carrying on business in the Cayman Islands by reason only of its execution, delivery and performance of the Subject Agreements nor is it necessary for the execution, delivery, performance and enforcement of the Subject Agreements that the Underwriter be licensed or qualified to carry on business in the Cayman Islands.

Reservations

We have the following reservations:

(a) The term “enforceable” as used in this opinion means that there is a way of ensuring that each party performs an agreement or that there are remedies available for breach.

(b) We express no opinion as to the availability of equitable remedies such as specific performance or injunctive relief, or as to any matters which are within the discretion of the courts of the Cayman Islands in respect of any obligations of the Company as set out in the Subject Agreements. In particular, we express no opinion as to the enforceability of any present or future waiver of any provision of law (whether substantive or procedural) or of any right or remedy which might otherwise be available presently or in the future under the Subject Agreements.

(c) Enforcement of the obligations of the Company under the Subject Agreements may be limited or affected by applicable laws from time to time in effect relating to bankruptcy, insolvency, liquidation, reorganisation or fraudulent dispositions or any other laws or other legal procedures affecting generally the enforcement of creditors’ rights. Claims may become subject to the defence of set off or to counter claims.

(d) Enforcement of the obligations of the Company may be the subject of a statutory limitation of the time within which such proceedings may be brought.

(e) We express no opinion as to any law other than Cayman Islands law and none of the opinions expressed herein relates to compliance with or matters governed by the laws of any jurisdiction except the Cayman Islands. This opinion is limited to Cayman Islands law as applied by the Courts of the Cayman Islands at the date hereof.

(f) Where an obligation is to be performed in a jurisdiction other than the Cayman Islands, the courts of the Cayman Islands may refuse to enforce it to the extent that such performance would be illegal under the laws of, or contrary to public policy of, such other jurisdiction.

(g) We express no opinion as to the validity, binding effect or enforceability of any provision incorporated into any of the Subject Agreements by reference to a law other than that of the Cayman Islands, or as to the availability in the Cayman Islands of remedies which are available in other jurisdictions.

(h) The Cayman Islands Grand Court Rules 1995 expressly contemplate that judgments may be granted by the Grand Court of the Cayman Islands in currencies other than Cayman Islands dollars or United States dollars. Such Rules provide for various specific rates of interest payable upon judgement debts according to the currency of the judgment. In the event the Company is placed into liquidation, the Grand Court is likely to require that all debts are converted (at the official exchange rate at the date of conversion) into and paid in a common currency which is likely to be Cayman Islands or United States dollars.

(i) The courts of the Cayman Islands are likely to award costs and disbursements in litigation in accordance with the relevant contractual provisions in the Subject Agreements. There is some uncertainty, however, with regard to the recoverability of post-judgment costs which, if recoverable at all, are likely to be limited to an amount determined upon taxation or assessment of those costs pursuant to the Grand Court Rules 1995. In the absence of contractual provisions as to costs, the reasonable costs (as determined by taxation as aforesaid) of the successful party will normally be recoverable, subject to the limits laid down in guidelines made under such Rules as to the type and amount of fees and expenses that may be recovered. Such orders are in the discretion of the court and may be made to reflect particular circumstances of the case and the conduct of the parties.

(j) Where a person is vested with a discretion or may determine a matter in his or its opinion, such discretion may have to be exercised reasonably or such an opinion may have to be based on reasonable grounds.

(k) We express no opinion as to the validity or binding effect of any provision of the Subject Agreements which provides for the severance of illegal, invalid or unenforceable provisions.

(l) The Registry of Companies in the Cayman Islands is not public in the sense that copies of the Constitutional Documents and information on directors and shareholders is not publicly available. We have therefore obtained the corporate documents specified in the Schedule hereto and relied exclusively on the Officer's Certificate for the verification of such corporate information.

(m) The Litigation Searches may not be conclusive and it should be noted that the Grand Court Causes Book does not reveal:

(i) details of matters which have been lodged for filing or registration which as a matter of best practice of the Clerk of Courts Office would have or should have been disclosed on the Causes Book, but for whatever reason have not actually been filed or registered or are not disclosed or which, notwithstanding filing or registration, at the date and time the search is concluded are for whatever reason not disclosed or do not appear on the Causes Book;

(ii) details of matters which should have been lodged for filing or registration at the Clerk of Courts Office but have not been lodged for filing or registration at the date the search is concluded;

(iii) whether an application to the Grand Court for a winding-up petition or for the appointment of a receiver or manager has been prepared but not yet been presented or has been presented but does not appear in the Causes Book at the date and time the search is concluded;

(iv) whether any arbitration or administrative proceedings are pending or whether any proceedings are threatened, or whether any arbitrator has been appointed; or

(v) whether a receiver or manager has been appointed privately pursuant to the provisions of a debenture or other security.

We have not enquired as to whether there has been any change since the date of the Litigation Search.

(n) In paragraph 1 above, the term "good standing" means that the Company has received a Certificate of Good Standing from the Registrar of Companies which means that it has filed its annual return and paid its annual fees as required to date, failing which might make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of the Cayman Islands. The Certificate of Good Standing will remain valid until March 2010.

(o) With respect to this opinion, we have relied upon statements and representations made to us in the Officer's Certificate provided to us by an authorised officer of the Company for the purposes of this opinion and attached hereto. We have made no independent verification of the matters referred to in the Officer's Certificate, and we qualify our opinion to the extent that the statements or representations made in the Officer's Certificate are not accurate in any respect.

(p) Service on the Company overseas of process in connection with proceedings in a Cayman Islands court by means of post, as contemplated in the Subject Agreements, would be effective only if made with leave of the court.

(q) To be enforceable in the courts of the Cayman Islands, stamp duty will be chargeable as follows:

(i) on agreements such as the Underwriting Agreement and the Deposit Agreement, in the sum of CI$2.00 each;

Stamp duty is payable on execution in order to avoid penalties if such document is to be admitted in evidence in a Cayman Islands court.

(r) We express no opinion as to the validity or binding effect of any provision in the Subject Agreements to pay additional amounts on termination of the Offering or that liquidated damages are or may be payable. Such a provision may not be enforceable if it could be established that the amount expressed as being payable was in the nature of a penalty; that is to say a requirement for a stipulated sum to be paid irrespective of, or necessarily greater than, the loss likely to be sustained. If it cannot be demonstrated to the Cayman Islands court that the higher payment was a reasonable pre-estimate of the loss suffered, the court will determine and award what it considers to be reasonable damages.

(s) We express no opinion as to any provision in the Documents that they may only be varied by written instrument or agreement.

(t) Any provisions purporting to create rights in favour of, or obligations on, persons who are not party to the relevant Documents may not be enforceable by or against such persons.

(t) [There is no authority as yet in the Cayman Islands for the validity of Meetings of Directors held by telephone conference call. The Resolutions of the Company authorising the Documents were passed at a Meeting held by telephone conference call. The Articles of Association of the Company do authorise such telephone conference call Meetings of Directors and shareholders of the Company. We believe that such telephone conference call meetings will be held by the courts of the Cayman Islands to be valid but such validity is not without doubt.]

Disclosure

This opinion is rendered at the request of the Company and its security holders in connection with the above matters. This opinion speaks as of its date and is strictly limited to the matters stated herein and we assume no obligation to review or update this opinion if applicable law or the existing facts or circumstances should change. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of this opinion (including discussion of this opinion) and reference to our firm name in the prospectus forming part of the Registration Statement under the captions “Enforcement of Civil Liabilities” and “Legal Matters.”

Yours faithfully

Appleby

SCHEDULE

1. Certified copies of (i) the Company's Amended and Restated Memorandum of Association and Amended and Restated Articles of Association adopted by special resolution passed on 13 December 2010 for the Company (the "**Memorandum and Articles of Association**"); and (ii) certified copies of the Memorandum and Articles of Association of the Company which will become effective upon completion of the Company's initial public offering and which were adopted by special resolution of the shareholders on […] 2011 (the "**Post IPO Memorandum and Articles**" and together with the Memorandum and Articles of Association, the "**Constitutional Documents**");
2. the underwriting agreement entered into between the Company and […] (the "**Underwriter**") dated […] 2011 (the "**Underwriting Agreement**"); and
3. a deposit agreement dated as of [—], 2011 (the "**Deposit Agreement**") among the Company, Citibank NA as depositary (the "**Depositary**") and the holders and beneficial owners from time to time of the ADSs
4. A Certificate of Good Standing, dated […] 2011 issued by the Registrar of Companies in respect of the Company;
5. A copy of the Register of Directors and Officers in respect of the Company;
6. A copy of the Register of Ordinary Shareholders of the Company, a copy of the Register of Series A Preferred Shareholders of the Company, a copy of the Register of Series B Preferred Shareholders of the Company, a copy of the Register of Series C Preferred Shareholders of the Company and a copy of the Register of Series D Preferred Shareholders of the Company (collectively, the "**Register of Members**").

7. A Portable Document Format copy of an executed Officer's Certificate dated […] 2010 signed by a Director of the Company (the "**Officer's Certificate**");

8. A copy of the Register of Shareholders of the Company, a copy of the Register of Series A Preferred Shareholders of the Company, a copy of the Register of Series B Preferred Shareholders of the Company and a copy of the Register of Series C Preferred Shareholders of the Company (collectively, the "**Register of Members**"); and

9. The entries and filing shown in respect of the Company in the Grand Court of the Cayman Islands maintained at the Clerk of the Courts Office in George Town, Cayman Islands, as revealed by a search on [ ] 2011 in respect of the Company.

Exhibit 8.1

[LETTERHEAD OF SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP]

April [ ], 2011

Renren Inc.
23/F, Jing An Center
8 North Third Ring Road East
Beijing, 100028
The People's Republic of China

Re: American Depositary Shares of Renren Inc. (the "Company")

Ladies and Gentlemen:

You have requested our opinion concerning the statements in the Registration Statement (as described below) under the caption "Taxation—Material United States Federal Income Tax Considerations" in connection with the public offering on the date hereof of certain American Depositary Shares ("ADSs"), each of which represents Class A ordinary shares, par value $0.001 per share, of the Company pursuant to the registration statement on Form F-1 under the Securities Act of 1933, as amended (the "Act"), originally filed by the Company with the Securities and Exchange Commission (the "Commission") on _____ (the "Registration Statement").

This opinion is being furnished to you pursuant to section 8.1 of Exhibit Index of the Registration Statement.

In connection with rendering the opinion set forth below, we have examined and relied on originals or copies of the following:

(a) the Registration Statement; and

(b) such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinion set forth below.

Our opinion is conditioned on the initial and continuing accuracy of the facts, information and analyses set forth in such documents, certificates and records (as identified in clauses (a) and (b) of the immediately preceding paragraph). All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Registration Statement.

For purposes of our opinion, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, electronic, or photostatic copies, and the authenticity of the originals of such latter documents. We have relied on a representation of the Company that such documents, certificates, and records are duly authorized, valid and enforceable.

In addition, we have relied on factual statements and representations of the officers and other representatives of the Company and others, and we have assumed that such statements and representations are and will continue to be correct without regard to any qualification as to knowledge or belief.

Our opinion is based on the U.S. Internal Revenue Code of 1986, as amended, U.S. Treasury regulations, judicial decisions, published positions of the U.S. Internal Revenue Service, and such other authorities as we have considered relevant, all as in effect as of the date of this opinion and all of which are subject to differing interpretations or change at any time (possibly with retroactive effect). A change in the authorities upon which our opinion is based could affect the conclusions expressed herein. There can be no assurance, moreover, that the opinion expressed herein will be accepted by the U.S. Internal Revenue Service or, if challenged, by a court.

Based upon and subject to the foregoing, we are of the opinion that, under current U.S. federal income tax law, although the discussion set forth in the Registration Statement under the heading “Material United States Federal Income Tax Considerations” does not purport to summarize all possible U.S. federal income tax considerations of the purchase, ownership and disposition of ADSs to U.S. Holders (as defined therein), such discussion constitutes, in all material respects, a fair and accurate summary of the U.S. federal income tax consequences of the purchase, ownership and disposition of the ADSs that are anticipated to be material to U.S. Holders who purchase the ADSs pursuant to the Registration Statement, subject to the qualifications set forth in such discussion and, to the extent that it sets forth specific legal conclusion under United States federal income tax law, except as otherwise provided therein, it represents our opinion.

Except as set forth above, we express no other opinion. This opinion is furnished to you in connection with the closing occurring today of the sale of the securities. This opinion is expressed as of the date hereof, and we are under no obligation to supplement or revise our opinion to reflect any legal developments or factual matters arising subsequent to the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the captions “Taxation” and “Legal Matters” in the prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission promulgated thereunder.

Very truly yours,

Exhibit 8.2

_____, 2011

To: Renren Inc.
23/F, Jing An Center
8 North Third Ring Road East
Beijing, 100028
The People's Republic of China

Ladies and Gentlemen,

Re: Legal Opinion on PRC Tax Matters

We are lawyers qualified in the People's Republic of China (the "**PRC**", for purposes of this legal opinion, excluding the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan) and are qualified to issue an opinion on the laws and regulations of the PRC.

We are acting as the PRC counsel for Renren Inc. (the "Company"), a company incorporated under the laws the Cayman Islands, in connection with the Company's Registration Statement on Form F-1, including all amendments or supplements thereto (the "Registration Statement"), publicly filed with Securities and Exchange Commission on [—] under the U.S. Securities Act of 1933, as amended, relating to the offering by the Company of a certain number of the Company's American Depositary Shares, each representing [—] Class A ordinary shares of the Company, par value US$0.001 per share ("Offering") by the Company.

A. Documents Examined, Definition and Information Provided

In connection with the furnishing of this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of documents provided by the Company, including the Registration Statement, and such other documents, corporate records, certificates, Approvals (as defined below) and other instruments as we have deemed necessary for the purpose of rendering this opinion, including, without limitation, originals or copies of the certificates issued by PRC government authorities and officers of the Company. All of these documents are hereinafter collectively referred to as the "**Documents**".

Unless the context of this opinion otherwise provides, the following terms in this opinion shall have the meanings set forth below:

"Approvals"	means all necessary approvals, consents, waivers, sanctions, certificates, authorizations, filings, registrations, exemptions, permissions, endorsements, annual inspections, qualifications and licenses.
"PRC Laws"	means any and all laws, regulations, statutes, rules, decrees, notices, currently in force and publicly available in the PRC as of the date hereof.

B. Assumptions

In our examination of the aforesaid Documents, we have assumed, without independent investigation and inquiry that:

1. all signatures, seals and chops are genuine and were made or affixed by representatives duly authorized by the respective parties, all natural persons have the necessary legal capacity, all Documents submitted to us as originals are authentic, and all Documents submitted to us as certified or photo copies conform to the originals; and
2. no amendments, revisions, modifications or other changes have been made with respect to any of the Documents after they were submitted to us for the purposes of this opinion.

In expressing the opinions set forth herein, we have relied upon the factual matters contained in the representations and warranties set forth in the Documents.

C. Opinion

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein and in the Registration Statement, we are of the opinion that:

The statements set forth under the captions "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Regulation," and "Taxation" in the Registration Statement, insofar as such statements relate to PRC tax law, are accurate in all material respects.

This opinion relates only to PRC Law and we express no opinion as to any laws other than PRC Law. PRC Law as used in this opinion refers to the PRC Laws currently in force as of the date of this opinion. There is no guarantee that any PRC Laws will not be changed, amended or revoked in the immediate or distant future with or without retroactive effect.

We hereby consent to the use of this opinion in, and its being filed as an exhibit to, the Registration Statement. In giving such consent, we do not thereby admit that we fall within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder.

Yours faithfully,

TransAsia Lawyers

Exhibit 8.3

FORM OF APPLEBY LEGAL OPINION

e-mail:
apaizes@applebyglobal.com

direct dial:
Tel: +1 345 814 2953
Fax: +1 345 949 4901

RENREN INC.

appleby ref:
AGP/ 311904.0009

Dear Sirs

[…] 2011

Renren Inc. (the "Company")

We have acted as legal counsel in the Cayman Islands to the Company in connection with the offer and sale by the Company of certain Class A ordinary shares of the Company in the form of American Depositary Shares (collectively, the "**Shares**"), as described in the prospectus contained in the Company's registration statement on Form F-1 (the "**Registration Statement**") to be filed by the Company under the United States Securities Act 1933 with the United States Securities and Exchange Commission (the "**Commission**").

For the purposes of this opinion we have examined and relied upon the documents listed, and in some cases defined, in the **Schedule** to this opinion ("**Documents**") and all other relevant facts and circumstances impacting on Cayman Islands law. Unless otherwise defined herein, capitalised terms have the meanings assigned to them in the Registration Statement.

Assumptions

In stating our opinion we have assumed:

(a) the authenticity, accuracy and completeness of all the Documents submitted to us and other documents examined by us as originals and the conformity to authentic original documents of all Documents submitted to us and other such documents examined by us as certified, conformed, notarised, faxed, scanned or photostatic copies; and

(b) that each of the Documents and other such documents which was received by us by electronic means is complete, intact and in conformity with the transmission as sent; and

(c) that there is no provision of the law of any jurisdiction, other than the Cayman Islands, which would have any implication in relation to the opinions expressed herein;

Opinion

Based upon and subject to the foregoing and subject to the reservations set out below and to any matters not disclosed to us, other than matters which are of a public nature in the Cayman Islands, we are of the opinion that:

1. 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 the Company 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 taxation treaties, save for a Double Taxation Arrangement with the United Kingdom which was signed on 16 June 2009 Effective in the Cayman Islands from 1 April 2011 for corporation tax, from 6 April 2011 for income tax and capital gains tax and from 15 December 2010 for other taxes. There are no exchange control regulations or currency restrictions in the Cayman Islands apart from standard anti-money laundering legislation.

Reservations

We have the following reservations:

(a) We express no opinion as to any law other than Cayman Islands law and none of the opinions expressed herein relates to compliance with or matters governed by the laws of any jurisdiction except the Cayman Islands. This opinion is limited to Cayman Islands law as applied by the Courts of the Cayman Islands at the date hereof.

Disclosure

This opinion is rendered at the request of the Company and its security holders in connection with the above matters. This opinion speaks as of its date and is strictly limited to the matters stated herein and we assume no obligation to review or update this opinion if applicable law or the existing facts or circumstances should change. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of this opinion (including discussion of this opinion) and reference to our firm name in the prospectus forming part of the Registration Statement under the caption “Taxation.”

Yours faithfully

Appleby

SCHEDULE

1. The F1 Registration Statement as filed with the Securities and Exchange Commission on […] 2011 (the "**Registration Statement**").
2. Certified copies of (i) the Company's Amended and Restated Memorandum of Association and Amended and Restated Articles of Association adopted by special resolution passed on 13 December 2010 for the Company (the "**Memorandum and Articles of Association**"); and (ii) certified copies of the Memorandum and Articles of Association of the Company which will become effective upon completion of the Company's initial public offering and which were adopted by special resolution of the shareholders on […] 2011 (the "**Post IPO Memorandum and Articles**" and together with the Memorandum and Articles of Association, the "**Constitutional Documents**");
3. A Certificate of Good Standing, dated […] 2011 issued by the Registrar of Companies in respect of the Company;
4. A copy of the Register of Directors and Officers in respect of the Company;
5. A copy of the Register of Ordinary Shareholders of the Company, a copy of the Register of Series A Preferred Shareholders of the Company, a copy of the Register of Series B Preferred Shareholders of the Company, a copy of the Register of Series C Preferred Shareholders of the Company and a copy of the Register of Series D Preferred Shareholders of the Company (collectively, the "**Register of Members**").

OAK PACIFIC INTERACTIVE

2006 Equity Incentive Plan

The Oak Pacific InterActive 2006 Equity Incentive Plan (the "Plan") was adopted by the Board of Directors of Oak Pacific InterActive, an exempted company incorporated under the Companies Law (2004 revision) of Cayman Islands (the "Company"), effective as of February 27, 2006 and was approved by the Company's shareholders on February 27, 2006.

ARTICLE 1
PURPOSE

The purpose of the Plan is to foster and promote the long-term financial success of the Company and its Subsidiaries and materially increase the value of the Company and its Subsidiaries by (a) encouraging the long-term commitment of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries, (b) motivating performance of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries by means of long-term performance related incentives, (c) encouraging and providing Employees, Consultants, and Outside Directors of the Company and its Subsidiaries with an opportunity to obtain an ownership interest in the Company, (d) attracting and retaining outstanding Employees, Consultants, and Outside Directors by providing incentive compensation opportunities, and (e) enabling participation by Employees, Consultants, and Outside Directors in the long-term growth and financial success of the Company and its Subsidiaries.

ARTICLE 2
DEFINITIONS

For the purpose of the Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

"***Award***" means the grant of any Incentive Share Option, Nonqualified Share Option, or Restricted Stock whether granted singly or in combination (each individually referred to herein as an "Incentive").

"***Award Agreement***" means a written agreement between a Participant and the Company which sets out the terms of the grant of an Award.

"***Award Period***" means the period set forth in the Award Agreement with respect to a Share Option during which the Share Option may be exercised, which shall commence on the Date of Grant and expire at the time set forth in the Award Agreement.

"***Board***" means the board of directors of the Company.

"Change of Control" means any of the following: (i) Continuing Directors cease to constitute at least fifty percent (50%) of the members of the Board; (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; (iii) any consolidation, merger or share exchange of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Ordinary Shares would be converted into cash, securities or other property; or (iv) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation) in one transaction or a series of related transactions, of all or substantially all of the assets of the Company; provided, however, that a transaction described in clause (iii) or (iv) shall not constitute a Change in Control hereunder if after such transaction (I) Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the continuing, surviving or acquiring entity, as the case may be or, if such entity has a parent entity directly or indirectly holding at least a majority of the voting power of the voting securities of the continuing, surviving or acquiring entity, Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the entity that is the ultimate parent of the continuing, surviving or acquiring entity, and (II) the continuing, surviving or acquiring entity (or the ultimate parent of such continuing, surviving or acquiring entity) assumes all outstanding Share Options under this Plan. "Continuing Directors" means Board members who (x) at the date of this Plan were directors or (y) become directors after the date of this Plan and whose election or nomination for election by the Company's shareholders was approved by a vote of a majority of the directors then in office who were directors at the date of this Plan or whose election or nomination for election was previously so approved.

"Code" means the Internal Revenue Code of 1986, as amended.

"***Committee***" means the committee appointed or designated by the Board to administer the Plan in accordance with Article 3 of this Plan.

"***Company***" means Oak Pacific InterActive, an exempted company incorporated under the Companies Law (2004 revision) of Cayman Islands, and any successor entity.

"***Consultant***" means any person performing advisory or consulting services for the Company or a Subsidiary, with or without compensation, to whom the Company chooses to grant an Award in accordance with the Plan, provided that *bona fide* services must be rendered by such person and such services shall not be rendered in connection with the offer or sale of securities in a capital raising transaction.

"Corporation" means any entity that (i) is defined as a corporation under Code Section 7701 and (ii) is the Company or is in an unbroken chain of corporations (other than the Company) beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing a majority of the total combined voting power of all classes of stock in one of the other corporations in the chain. For purposes of clause (ii) hereof, an entity shall be treated as a "corporation" if it satisfies the definition of a corporation under Section 7701 of the Code.

"***Date of Grant***" means the effective date on which an Award is made to a Participant as set forth in the applicable Award Agreement.

"***Employee***" means common law employee (as defined in accordance with the Regulations and Revenue Rulings then applicable under Section 3401(c) of the Code) of the Company or any Subsidiary of the Company.

"***Fair Market Value***" means, as of a particular date, (a) if the Ordinary Shares are listed on a national securities exchange, the closing sales price per Ordinary Share on the consolidated transaction reporting system for the principal securities exchange for the Ordinary Shares on that date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported, (b)if the Ordinary Shares are not so listed or quoted, such amount as may be determined by the Committee (acting on the advice of an Independent Third Party, should the Board elect in its sole discretion to utilize an Independent Third Party for this purpose), in good faith, to be the fair market value per share of Ordinary Shares.

"Independent Third Party" means an individual or entity independent of the Company having experience in providing investment banking or similar appraisal or valuation services and with expertise generally in the valuation of securities or other property for purposes of this Plan. The Board may utilize one or more Independent Third Parties.

"***Incentive Share Option***" means an incentive stock option within the meaning of Section 422 of the Code, granted pursuant to this Plan.

"***Nonpublicly Traded***" means not listed on a national securities exchange.

"***Nonqualified Share Option***" means a nonqualified stock option, granted pursuant to this Plan, which does not satisfy the requirements of Section 422 of the Code.

"***Option Price***" means the price which must be paid by a Participant upon exercise of a Share Option to purchase a share of Ordinary Shares.

"***Ordinary Share***" means the Ordinary Shares, which the Company is currently authorized to issue or may in the future be authorized to issue, or any securities into which or for which the Ordinary Shares of the Company may be converted or exchanged, as the case may be, pursuant to the terms of this Plan.

"***Outside Director***" means a director of the Company who is not an Employee.

"***Participant***" shall mean an Employee, Consultant, or Outside Director of the Company or a Subsidiary to whom an Award is granted under this Plan.

"***Plan***" means this Oak Pacific InterActive2006 Equity Incentive Plan, as amended from time to time.

"***Restricted Stock***" means Ordinary shares issued or transferred to a Participant pursuant to Section 6.5 of this Plan which are subject to restrictions or limitations set forth in this Plan and in the related Award Agreement.

"***Retirement***" means any Termination of Service solely due to retirement upon or after attainment of age sixty-five (65), or permitted early retirement as determined by the Committee.

"Share Option" means a Nonqualified Share Option or an Incentive Share Option.

"***Subsidiary***" means (i) any Corporation (as defined herein), (ii) any limited partnership, if the Company or any Corporation owns a majority of the general partnership interest and a majority of the limited partnership interests entitled to vote on the removal and replacement of the general partner, and (iii) any partnership or limited liability company, if the partners or members thereof are composed only of the Company, any Corporation or any limited partnership listed in item (ii) above. "Subsidiaries" means more than one of any such Corporations, limited partnerships, partnerships or limited liability companies.

"***Termination of Service***" occurs when a Participant who is an Employee or a Consultant of the Company or any Subsidiary shall cease to serve as an Employee or Consultant of the Company and its Subsidiaries, for any reason; or, when a Participant who is an Outside Director of the Company or a Subsidiary shall cease to serve as a director of the Company and its Subsidiaries for any reason.

"***Total and Permanent Disability***" means a Participant is qualified for long-term disability benefits under the Company's or Subsidiary's disability plan or insurance policy; or, if no such plan or policy is then in existence or if the Participant is not eligible to participate in such plan or policy, that the Participant, because of ill health, physical or mental disability or any other reason beyond his or her control, is unable to perform his or her duties of employment for a period of six (6) continuous months, as determined in good faith by the Committee; provided that, with respect to any Incentive Share Option, Total and Permanent Disability shall have the meaning given it under the rules governing Incentive Share Options under the Code.

ARTICLE 3
ADMINISTRATION

Subject to the terms of this Article 3, the Plan shall be administered by the Board or such committee of the Board as is designated by the Board to administer the Plan (the "Committee"). The Committee shall consist of not fewer than two persons. Any member of the Committee may be removed at any time, with or without cause, by resolution of the Board. Any vacancy occurring in the membership of the Committee may be filled by appointment by the Board. At any time there is no Committee to administer the Plan, any references in this Plan to the Committee shall be deemed to refer to the Board.

The Committee shall select one of its members to act as its Chairman. A majority of the Committee shall constitute a quorum, and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee.

The Committee shall determine and designate from time to time the eligible persons to whom Awards will be granted and shall set forth in each related Award Agreement, where applicable, the Award Period, the Date of Grant, and such other terms, provisions, limitations, and performance requirements, as are approved by the Committee, but not inconsistent with the Plan. The Committee shall determine whether an Award shall include one type of Incentive or two or more Incentives granted in combination**.** All decisions with respect to any Award, and the terms and conditions thereof, to be granted under the Plan to any member of the Committee shall be made solely and exclusively by the other members of the Committee, or if such member is the only member of the Committee, by the Board.

The Committee, in its discretion, shall (i) interpret the Plan, (ii) prescribe, amend, and rescind any rules and regulations necessary or appropriate for the administration of the Plan, (iii) establish performance goals for an Award and certify the extent of their achievement, and (iv) make such other determinations or certifications and take such other action as it deems necessary or advisable in the administration of the Plan. Any interpretation, determination, or other action made or taken by the Committee shall be final, binding, and conclusive on all interested parties.

The Committee may delegate to officers of the Company, pursuant to a written delegation, the authority to perform specified functions under the Plan. Any actions taken by any officers of the Company pursuant to such written delegation of authority shall be deemed to have been taken by the Committee.

ARTICLE 4
ELIGIBILITY

Any Employee (including an Employee who is also a director or an officer), Outside Director, or Consultant of the Company whose judgment, initiative, and efforts contributed or may be expected to contribute to the successful performance of the Company is eligible to participate in the Plan; provided that only Employees of a Corporation shall be eligible to receive Incentive Share Options. The Committee, upon its own action, may grant, but shall not be required to grant, an Award to any Employee, Outside Director, or Consultant of the Company or any Subsidiary. Awards may be granted by the Committee at any time and from time to time to new Participants, or to then Participants, or to a greater or lesser number of Participants, and may include or exclude previous Participants, as the Committee shall determine. Except as required by this Plan, Awards granted at different times need not contain similar provisions. The Committee’s determinations under the Plan (including without limitation determinations of which Employees, Outside Directors, or Consultants, if any, are to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the agreements evidencing same) need not be uniform and may be made by it selectively among Participants who receive, or are eligible to receive, Awards under the Plan.

ARTICLE 5
SHARES SUBJECT TO PLAN

5.1 ***Number Available for Awards***. Subject to adjustment as provided in Articles 11 and 12 hereof, the maximum number of Ordinary Shares that may be delivered pursuant to Awards granted under this Plan is 9,743,022, provided that if an adjustment (a) is made to the Conversion Price per Series C Preferred Shares and Series D Preferred Shares pursuant to Articles 7.4(f), (h) or (i) of the Company's Memorandum and Articles of Association, or (b) pursuant to Section 2.7 of that certain Agreement and Plan of Exchange dated October 7, 2005, by and among CIAC/ChinaInterActiveCorp and the shareholders of UU International Incorporation (the "UU Exchange Agreement"), then the number of Ordinary Shares reserved under this Plan (the "***Reserved Option Shares***") shall be adjusted such that the number of Reserved Option Shares together with the number of options granted since the Closing Date and any Ordinary Shares issued upon exercise of options granted since the Closing Date (as defined in the Purchase Agreement) shall constitute an amount equal to five percent of TSO (as defined in the Company's Memorandum and Articles of Association). Shares to be issued may be made available from authorized but unissued Ordinary Shares, Ordinary Shares held by the Company in its treasury, or Ordinary Shares purchased by the Company on the open market or otherwise. During the term of this Plan, the Company will at all times reserve and keep available the number of Ordinary Shares that shall be sufficient to satisfy the requirements of this Plan.

5.2 ***Reuse of Shares***. Subject to Section 5.2(c), if, and to the extent:

(a) A Share Option shall expire or terminate for any reason without having been exercised in full, or in the event that a Share Option is exercised or settled in a manner such that some or all of the Ordinary Shares relating to the Share Option are not issued to the Participant (or beneficiary) (including as the result of the use of shares for withholding taxes), the Ordinary Shares subject thereto which have not become outstanding shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; in addition, with respect to any share-for-share exercise or cashless exercise pursuant to Section 8.3 or otherwise, only the "net" shares issued shall be deemed to have become outstanding for purposes of the Plan as a result thereof.

(b) Shares of Restricted Stock under the Plan are forfeited for any reason, such shares of Restricted Stock shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; provided, however, that if any dividends paid with respect to shares of Restricted Stock were paid to the Participant prior to the forfeiture thereof, such shares shall not be reused for grants or awards.

(c) In no event shall the number of Ordinary Shares subject to Incentive Share Options exceed, in the aggregate, three (3%) of the authorized Ordinary Shares plus shares subject to Incentive Share Options which are forfeited or terminated, or expire unexercised.

ARTICLE 6
GRANT OF AWARDS

6.1 ***In General.*** The Company shall execute an Award Agreement with a Participant after the Committee approves the issuance of an Award. Any Award granted pursuant to this Plan must be granted within ten (10) years after the date of adoption of this Plan. The Plan shall be submitted to the Company's shareholders for approval; however, the Committee may grant Awards under the Plan prior to the time of shareholder approval. Any such Award granted prior to such shareholder approval shall be made subject to such shareholder approval. The grant of an Award to a Participant shall not be deemed either to entitle the Participant to, or to disqualify the Participant from, receipt of any other Award under the Plan.

6.2 ***Share Options.*** The grant of an Award of Share Options shall be authorized by the Committee and shall be evidenced by an Award Agreement setting forth: (i) the Incentive or Incentives being granted, (ii) the total number of Ordinary Shares subject to the Incentive(s), (iii) the Option Price, (iv) the Award Period, (v) the Date of Grant, and (vi) such other terms, provisions, limitations, and performance objectives, as are approved by the Committee, but not inconsistent with the Plan.

6.3 ***Option Price.*** The Option Price for any Ordinary Shares which may be purchased under a Nonqualified Share Option for any Ordinary Shares may be less than, equal to, or greater than the Fair Market Value of the share on the Date of Grant. The Option Price for any Ordinary Shares which may be purchased under an Incentive Share Option must be at least equal to the Fair Market Value of the share on the Date of Grant; if an Incentive Share Option is granted to an Employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of stock of the Company (or any parent or Subsidiary), the Option Price shall be at least 110% of the Fair Market Value of the Ordinary Shares on the Date of Grant.

6.4 ***Maximum ISO Grants.*** The Committee may not grant Incentive Share Options under the Plan to any Employee which would permit the aggregate Fair Market Value (determined on the Date of Grant) of the Ordinary Shares with respect to which Incentive Share Options (under this and any other plan of the Company and its Subsidiaries) are exercisable for the first time by such Employee during any calendar year to exceed $100,000. To the extent any Share Option granted under this Plan which is designated as an Incentive Share Option exceeds this limit or otherwise fails to qualify as an Incentive Share Option, such Share Option (or any such portion thereof) shall be a Nonqualified Share Option. In such case, the Committee shall designate which stock will be treated as Incentive Share Option stock by causing the issuance of a separate stock certificate and identifying such stock as Incentive Share Option stock on the Company's stock transfer records.

6.5 ***Restricted Stock.*** If Restricted Stock is granted to or received by a Participant under an Award (including a Share Option), the Committee shall set forth in the related Award Agreement: (i) the number of Ordinary Shares awarded, (ii) the price, if any, to be paid by the Participant for such Restricted Stock, (iii) the time or times within which such Award may be subject to forfeiture, (iv) specified performance goals of the Company, a Subsidiary, any division thereof or any group of Employees of the Company, or other criteria, which the Committee determines must be met in order to remove any restrictions (including vesting) on such Award, and (v) all other terms, limitations, restrictions, and conditions of the Restricted Stock, which shall be consistent with this Plan. The provisions of Restricted Stock need not be the same with respect to each Participant. If the Committee establishes a purchase price for an Award of Restricted Stock, the Participant must accept such Award within a period of thirty (30) days (or such shorter period as the Committee may specify) after the Date of Grant by executing the applicable Award Agreement and paying such purchase price.

(a) Legend on Shares. Each Participant who is awarded or receives Restricted Stock shall be issued a stock certificate or certificates in respect of such Ordinary Shares. Such certificate(s) shall be registered in the name of the Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock, substantially as provided in Section 15.11 of the Plan.

The Committee may require that the stock certificates evidencing shares of Restricted Stock be held in custody by the Company until the restrictions thereon shall have lapsed, and that the Participant deliver to the Committee a stock power or stock powers, endorsed in blank, relating to the shares of Restricted Stock.

(b) Restrictions and Conditions. Shares of Restricted Stock shall be subject to the following restrictions and conditions:

(i) Subject to the other provisions of this Plan and the terms of the particular Award Agreements, during such period as may be determined by the Committee commencing on the Date of Grant or the date of exercise of an Award (the "Restriction Period"), the Participant shall not be permitted to sell, transfer, pledge or assign shares of Restricted Stock. Except for these limitations, the Committee may in its sole discretion, remove any or all of the restrictions on such Restricted Stock whenever it may determine that, by reason of changes in applicable laws or other changes in circumstances arising after the date of the Award, such action is appropriate.

(ii) Except as provided in sub-paragraph (i) above or in the applicable Award Agreement, the Participant shall have, with respect to his or her Restricted Stock, all of the rights of a shareholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon. Certificates for Ordinary Shares free of restriction under this Plan shall be delivered to the Participant promptly after, and only after, the Restriction Period shall expire without forfeiture in respect of such Ordinary Shares. Certificates for the Ordinary Shares forfeited under the provisions of the Plan and the applicable Award Agreement shall be promptly returned to the Company by the forfeiting Participant. Each Award Agreement shall require that (x) each Participant, by his or her acceptance of Restricted Stock, shall irrevocably grant to the Company a power of attorney to transfer any shares so forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer, and (y) such provisions regarding returns and transfers of stock certificates with respect to forfeited Ordinary Shares shall be specifically performable by the Company in a court of equity or law.

(iii) The Restriction Period of Restricted Stock shall commence on the Date of Grant or the date of exercise of an Award, as specified in the Award Agreement, and, subject to Article 12 of the Plan, unless otherwise established by the Committee in the Award Agreement setting forth the terms of the Restricted Stock, shall expire upon satisfaction of the conditions set forth in the Award Agreement; such conditions may provide for vesting based on (i) length of continuous service, (ii) achievement of specific business objectives, (iii) increases in specified indices, (iv) attainment of specified growth rates, or (v) other comparable measurements of Company performance, as may be determined by the Committee in its sole discretion.

(iv) Except as otherwise provided in the particular Award Agreement, upon Termination of Service for any reason during the Restriction Period, the nonvested shares of Restricted Stock shall be forfeited by the Participant. In the event a Participant has paid any consideration to the Company for such forfeited Restricted Stock, the Committee shall specify in the Award Agreement that either (i) the Company shall be obligated to, or (ii) the Company may, in its sole discretion, elect to, pay to the Participant, as soon as practicable after the event causing forfeiture, in cash, an amount equal to the lesser of the total consideration paid by the Participant for such forfeited shares or the Fair Market Value of such forfeited shares as of the date of Termination of Service, as the Committee, in its sole discretion shall select. Upon any forfeiture, all rights of a Participant with respect to the forfeited shares of the Restricted Stock shall cease and terminate, without any further obligation on the part of the Company.

6.6 ***Maximum Individual Grants***. No Participant may receive during any fiscal year of the Company Awards covering an aggregate of more than one percent (1%) of the authorized Ordinary Shares.

ARTICLE 7
AWARD PERIOD; VESTING

7.1 ***Award Period.***

(a) Subject to the other provisions of this Plan, the Committee shall specify in the Award Agreement the Award Period for a Share Option. No Share Option granted under the Plan may be exercised at any time after the end of its Award Period. The Award Period for any Share Option shall be no more than ten (10) years from the Date of Grant of the Share Option. However, if an Employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of stock of the Company (or any parent or Subsidiary) and an Incentive Share Option is granted to such Employee, the Award Period of such Incentive Share Option (to the extent required by the Code at the time of grant) shall be no more than five (5) years from the Date of Grant.

(b) In the event of Termination of Service of a Participant, the Award Period for a Share Option shall be reduced or terminated in accordance with the Award Agreement.

7.2 ***Vesting.*** The Committee, in its sole discretion, may determine that an Incentive will be immediately vested in whole or in part, or that all or any portion may not be vested until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If the Committee imposes conditions upon vesting, then, subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Incentive may be vested.

ARTICLE 8
EXERCISE OF INCENTIVE

8.1 ***In General***. The Committee, in its sole discretion, may determine that a Share Option will be immediately exercisable, in whole or in part, or that all or any portion may not be exercised until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If a Share Option is exercisable prior to the time it is vested, the Ordinary Shares obtained on the exercise of the Share Option shall be Restricted Stock which is subject to the applicable provisions of the Plan and the Award Agreement. If the Committee imposes conditions upon exercise, then subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Share Option may be exercised. No Share Option may be exercised for a fractional Ordinary Shares. The granting of a Share Option shall impose no obligation upon the Participant to exercise that Share Option.

8.2 ***Securities Law and Exchange Restrictions.*** In no event may an Incentive be exercised or Ordinary Shares be issued pursuant to an Award if a necessary listing or quotation of the Ordinary Shares on a stock exchange or inter-dealer quotation system or any registration under state or federal securities laws required under the circumstances has not been accomplished.

8.3 ***Exercise of Share Option.***

(a) Notice and Payment. Subject to such administrative regulations as the Committee may from time to time adopt, a Share Option may be exercised by the delivery of written notice to the Committee setting forth the number of Ordinary Shares with respect to which the Share Option is to be exercised and the date of exercise thereof (the "Exercise Date") which shall be at least three (3) days after giving such notice unless an earlier time shall have been mutually agreed upon. On the Exercise Date, the Participant shall deliver to the Company consideration with a value equal to the total Option Price of the shares to be purchased, payable in any one of the following methods: (a) cash, check, bank draft, or money order payable to the order of the Company, (b) Ordinary Shares (including Restricted Stock) owned by the Participant on the Exercise Date, valued at its Fair Market Value on the Exercise Date, and which the Participant has not acquired from the Company within six (6) months prior to the Exercise Date, (c) if the Ordinary Shares is no longer Nonpublicly Traded, by delivery (including by FAX) to the Company or its designated agent of an executed irrevocable option exercise form together with irrevocable instructions from the Participant to a broker or dealer, reasonably acceptable to the Company, to sell certain of the Ordinary Shares purchased upon exercise of the Share Option or to pledge such shares as collateral for a loan and promptly deliver to the Company the amount of sale or loan proceeds necessary to pay such purchase price, and/or (d) in any other form of valid consideration that is acceptable to the Committee in its sole discretion. In the event that shares of Restricted Stock are tendered as consideration for the exercise of a Share Option, a number of Ordinary Shares issued upon the exercise of the Share Option equal to the value of Restricted Stock used as consideration therefor shall be subject to the same restrictions and provisions as the Restricted Stock so tendered.

(b) Issuance of Certificate. Except as otherwise provided in Section 6.5 hereof (with respect to shares of Restricted Stock) or in the applicable Award Agreement, upon payment of all amounts due from the Participant, the Company shall cause certificates for the Ordinary Shares then being purchased to be delivered as directed by the Participant (or the person exercising the Participant's Share Option in the event of his death) at its principal business office promptly after the Exercise Date; provided that if the Participant has exercised an Incentive Share Option, the Company may at its option retain physical possession of the certificate evidencing the shares acquired upon exercise until the expiration of the holding periods described in Section 422(a)(1) of the Code. The obligation of the Company to deliver Ordinary Shares shall, however, be subject to the condition that, if at any time the Committee shall determine in its discretion that the listing, registration, or qualification of the Share Option or the Ordinary Shares upon any securities exchange or inter-dealer quotation system or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the Share Option or the issuance or purchase of Ordinary Shares thereunder, the Share Option may not be exercised in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not reasonably acceptable to the Committee.

(c) Failure to Pay. If the Participant fails to pay for any of the Ordinary Shares specified in such notice or fails to accept delivery thereof, the Participant's Share Option and right to purchase such Ordinary Shares may be forfeited by the Company.

8.4 ***Disqualifying Disposition of Incentive Share Option.*** If Ordinary Shares acquired upon exercise of an Incentive Share Option are disposed of by a Participant prior to the expiration of either two (2) years from the Date of Grant of such Share Option or one (1) year from the transfer of Ordinary Shares to the Participant pursuant to the exercise of such Share Option, or in any other disqualifying disposition within the meaning of Section 422 of the Code, such Participant shall notify the Company in writing of the date and terms of such disposition. A disqualifying disposition by a Participant shall not affect the status of any other Share Option granted under the Plan as an Incentive Share Option within the meaning of Section 422 of the Code.

ARTICLE 9
AMENDMENT OR DISCONTINUANCE

Subject to the limitations set forth in this Article 9, the Board may at any time and from time to time, without the consent of the Participants, alter, amend, revise, suspend, or discontinue the Plan in whole or in part; provided, however, that no amendment which requires shareholder approval in order for the Plan and Incentives awarded under the Plan to continue to comply with Sections 162(m), 421, and 422 of the Code, including any successors to such Sections, shall be effective unless such amendment shall be approved by the requisite vote of the shareholders of the Company entitled to vote thereon. Any such amendment shall, to the extent deemed necessary or advisable by the Committee, be applicable to any outstanding Incentives theretofore granted under the Plan, notwithstanding any contrary provisions contained in any Award Agreement. In the event of any such amendment to the Plan, the holder of any Incentive outstanding under the Plan shall, upon request of the Committee and as a condition to the exercisability thereof, execute a conforming amendment in the form prescribed by the Committee to any Award Agreement relating thereto. Notwithstanding anything contained in this Plan to the contrary, unless required by law, no action contemplated or permitted by this Article 9 shall adversely affect any rights of Participants or obligations of the Company to Participants with respect to any Incentive theretofore granted under the Plan without the consent of the affected Participant.

ARTICLE 10
TERM

The Plan shall be effective from the date that this Plan is approved by the Board. Unless sooner terminated by action of the Board, the Plan will terminate on September 15, 2013, but Incentives granted before that date will continue to be effective in accordance with their terms and conditions.

ARTICLE 11
CAPITAL ADJUSTMENTS

In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Ordinary Shares, other securities, or other property), recapitalization, stock split, reverse stock split, rights offering, reorganization, merger, consolidation, split-up, spin-off, split-off, combination, subdivision, repurchase, or exchange of Ordinary Shares or other securities of the Company, issuance of warrants or other rights to purchase Ordinary Shares or other securities of the Company, or other similar corporate transaction or event affects the Ordinary Shares such that an adjustment is determined by the Committee to be appropriate to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of the (i) the number of shares and type of Ordinary Shares (or the securities or property) which thereafter may be made the subject of Awards,(ii) the number of shares and type of Ordinary Shares (or other securities or property) subject to outstanding Awards,(iii) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (iv) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (v) the Option Price of each outstanding Award, and (v) the amount, if any, the Company pays for forfeited Ordinary Shares in accordance with Section 6.5; provided however, that the number of Ordinary Shares (or other securities or property) subject to any Award shall always be a whole number. In lieu of the foregoing, if deemed appropriate, the Committee may make provision for a cash payment to the holder of an outstanding Award. Notwithstanding the foregoing, no such adjustment or cash payment shall be made or authorized to the extent that such adjustment or cash payment would cause the Plan or any Share Option to violate Code Section 422. Such adjustments shall be made in accordance with the rules of any securities exchange, stock market, or stock quotation system to which the Company is subject.

Upon the occurrence of any such adjustment or cash payment, the Company shall provide notice to each affected Participant of its computation of such adjustment or cash payment which shall be conclusive and shall be binding upon each such Participant.

ARTICLE 12
RECAPITALIZATION, MERGER AND CONSOLIDATION

12.1 ***No Effect on Company's Authority.*** The existence of this Plan and Incentives granted hereunder shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure and its business, or any merger or consolidation of the Company, or any issuance of bonds, debentures, preferred or preference stocks ranking prior to or otherwise affecting the Ordinary Shares or the rights thereof (or any rights, options, or warrants to purchase same), or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12.2 ***Conversion of Incentives Where Company Survives.*** Subject to any required action by the shareholders, if the Company shall be the surviving or resulting corporation in any merger, consolidation or share exchange, any Incentive granted hereunder shall pertain to and apply to the securities or rights (including cash, property, or assets) to which a holder of the number of Ordinary Shares subject to the Incentive would have been entitled.

12.3 ***Exchange or Cancellation of Incentives Where Company Does Not Survive.*** In the event of any merger, consolidation or share exchange pursuant to which the Company is not the surviving or resulting corporation, there shall be substituted for each Ordinary Shares subject to the unexercised portions of outstanding Share Options, that number of shares of each class of stock or other securities or that amount of cash, property, or assets of the surviving, resulting or consolidated company which were distributed or distributable to the shareholders of the Company in respect to each Ordinary Shares held by them, such outstanding Share Options to be thereafter exercisable for such stock, securities, cash, or property in accordance with their terms.

Notwithstanding the foregoing, however, all Share Options may be canceled by the Company as of the effective date of any such reorganization, merger, consolidation, or share exchange, or any dissolution or liquidation of the Company, by giving notice to each holder thereof or his personal representative of its intention to do so and by permitting the purchase during the thirty (30) day period next preceding such effective date of all of the Ordinary Shares (whether or not vested) subject to such outstanding Share Options.

ARTICLE 13
LIQUIDATION OR DISSOLUTION

Subject to Section 12.3 hereof, in case the Company shall, at any time while any Incentive under this Plan shall be in force and remain unexpired, (i) sell all or substantially all of its property, or (ii) dissolve, liquidate, or wind up its affairs, then each Participant shall be entitled to receive, in lieu of each Ordinary Shares of the Company which such Participant would have been entitled to receive under the Incentive, the same kind and amount of any securities or assets as may be issuable, distributable, or payable upon any such sale, dissolution, liquidation, or winding up with respect to each Ordinary Shares of the Company. If the Company shall, at any time prior to the expiration of any Incentive, make any partial distribution of its assets, in the nature of a partial liquidation, whether payable in cash or in kind (but excluding the distribution of a cash dividend payable out of earned surplus and designated as such) then in such event the Option Prices then in effect with respect to each Share Option shall be reduced, on the payment date of such distribution, in proportion to the percentage reduction in the tangible book value of the shares of the Company's Ordinary Shares (determined in accordance with generally accepted accounting principles) resulting by reason of such distribution.

ARTICLE 14
INCENTIVES IN SUBSTITUTION FOR INCENTIVES GRANTED BY OTHER ENTITIES

Incentives may be granted under the Plan from time to time in substitution for similar instruments held by employees or directors of a corporation, partnership, or limited liability company who become or are about to become Employees or Outside Directors of the Company or any Subsidiary as a result of a merger or consolidation of the employing corporation with the Company, the acquisition by the Company of equity of the employing entity, or any other similar transaction pursuant to which the Company becomes the successor employer. The terms and conditions of the substitute Incentives so granted may vary from the terms and conditions set forth in this Plan to such extent as the Committee at the time of grant may deem appropriate to conform, in whole or in part, to the provisions of the Incentives in substitution for which they are granted.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 ***Investment Intent.*** The Company may require that there be presented to and filed with it by any Participant under the Plan, such evidence as it may deem necessary to establish that the Incentives granted or the Ordinary Shares to be purchased or transferred are being acquired for investment and not with a view to their distribution.

15.2 ***Nonpublicly Traded Ordinary Shares.*** In the event a Participant receives, as Restricted Stock or pursuant to the exercise of a Share Option, Ordinary Shares that are Nonpublicly Traded (as defined herein), the Committee may impose restrictions and conditions on the transfer or other disposition of those shares. The restrictions and conditions may be reflected in the Award Agreement or in a separate shareholders' agreement.

15.3 ***No Right to Continued Employment.*** Neither the Plan nor any Incentive granted under the Plan shall confer upon any Participant any right with respect to continuance of employment by the Company or any Subsidiary.

15.4 ***Indemnification of Board and Committee.*** No member of the Board or the Committee, nor any officer or Employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board and the Committee, each officer of the Company, and each Employee of the Company acting on behalf of the Board or the Committee shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination, or interpretation.

15.5 ***Effect of the Plan.*** Neither the adoption of this Plan nor any action of the Board or the Committee shall be deemed to give any person any right to be granted an Award or any other rights except as may be evidenced by an Award Agreement, or any amendment thereto, duly authorized by the Committee and executed on behalf of the Company, and then only to the extent and upon the terms and conditions expressly set forth therein.

15.6 ***Compliance With Other Laws and Regulations.*** Notwithstanding anything contained herein to the contrary, the Company shall not be required to sell or issue Ordinary Shares under any Incentive if the issuance thereof would constitute a violation by the Participant or the Company of any provisions of any law or regulation of any governmental authority or any national securities exchange or inter-dealer quotation system or other forum in which Ordinary Shares are quoted or traded; and, as a condition of any sale or issuance of Ordinary Shares under an Incentive, the Committee may require such agreements or undertakings, if any, as the Committee may deem necessary or advisable to assure compliance with any such law or regulation. The Plan, the grant and exercise of Incentives hereunder, and the obligation of the Company to sell and deliver Ordinary Shares, shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

15.7 ***Lock-up Agreement.*** The Company may require that an Award Agreement include a provision requiring a Participant to agree that in connection with an underwritten public offering of Ordinary Shares, upon the request of the Company or the principal underwriter managing such public offering, no Ordinary Shares received by the Participant under such Award Agreement may be sold, offered for sale or otherwise disposed of without the prior written consent of the Company or such underwriter, as the case may be, for at least 180 days after the effectiveness of the registration statement filed in connection with such offering, or such longer period of time as the Board may determine, if all of the Company's directors and officers agree to be similarly bound. The obligations under this Section 15.7 shall remain effective for all underwritten public offerings with respect to which the Company has filed a registration statement on or before the date five (5) years after the closing of the Company's initial public offering, provided, however, that this Section 15.7 shall cease to apply to any such Ordinary Shares sold to the public pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act in a transaction that complied with the terms of the applicable Award Agreement.

15.8 ***Tax Requirements.*** The Company shall have the right to deduct from all amounts hereunder paid in cash or other form, any federal, state, or local taxes required by law to be withheld with respect to such payments. The Participant receiving Ordinary Shares issued under the Plan shall be required to pay the Company the amount of any taxes which the Company is required to withhold with respect to such Ordinary Shares. Notwithstanding the foregoing, in the event of an assignment of a Nonqualified Share Option pursuant to Section 15.9, the Participant who assigns the Nonqualified Share Option shall remain subject to withholding taxes upon exercise of the Nonqualified Share Option by the transferee to the extent required by the Code or the rules and regulations promulgated thereunder. Such payments shall be required to be made prior to the delivery of any certificate representing such Ordinary Shares. Such payment may be made (i) by the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligation of the Company; (ii) the actual delivery by the exercising Participant to the Company of Ordinary Shares that the Participant has not acquired from the Company within six months prior to the date of exercise, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) the Company's withholding of a number of shares to be delivered upon the exercise of the Share Option, which shares so withheld have an aggregate fair market value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii).

15.9 ***Share Option Assignability***. Incentive Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution and may be exercised during the lifetime of the Participant only by the Participant or the Participant's legally authorized representative, and each Award Agreement in respect of an Incentive Share Option shall so provide. The designation by a Participant of a beneficiary will not constitute a transfer of the Share Option. The Committee may waive or modify any limitation contained in the preceding sentences of this Section 15.9 that is not required for compliance with Section 422 of the Code.

Except as otherwise provided herein, Nonqualified Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution. The Committee may, in its discretion, authorize all or a portion of a Nonqualified Share Option granted to a Participant to be on terms which permit transfer by such Participant to (i) the spouse, children or grandchildren of the Participant ("Immediate Family Members") and (ii) a trust or trusts for the exclusive benefit of such Immediate Family Members, provided that (x) there shall be no consideration for any such transfer, (y) the Award Agreement pursuant to which such Nonqualified Share Option is granted must be approved by the Committee and must expressly provide for transferability in a manner consistent with this Section, and (z) subsequent transfers of transferred Nonqualified Share Options shall be prohibited except those by will or the laws of descent and distribution.

Following any transfer, any such Nonqualified Share Option shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer, provided that for purposes of Articles 8, 9, 11, 13 and 15 hereof the term "Participant" shall be deemed to include the transferee. The events of Termination of Service shall continue to be applied with respect to the original Participant, following which the Nonqualified Share Options shall be exercisable by the transferee only to the extent and for the periods specified in the Award Agreement. The Committee and the Company shall have no obligation to inform any transferee of a Nonqualified Share Option of any expiration, termination, lapse or acceleration of such Share Option**.** The Company shall have no obligation to register with any federal or state securities commission or agency any Ordinary Shares issuable or issued under a Nonqualified Share Option that has been transferred by a Participant under this Section 15.9.

15.10 ***Use of Proceeds.*** Proceeds from the sale of Ordinary Shares pursuant to Incentives granted under this Plan shall constitute general funds of the Company.

15.11 ***Legend.*** Each certificate representing shares of Restricted Stock issued to a Participant shall bear the following legend, or a similar legend deemed by the Company to constitute an appropriate notice of the provisions hereof (any such certificate not having such legend shall be surrendered upon demand by the Company and so endorsed):

On the face of the certificate:

"Transfer of this stock is restricted in accordance with conditions printed on the reverse of this certificate."

On the reverse:

"The shares of stock evidenced by this certificate are subject to and transferrable only in accordance with that certain Oak Pacific InterActive 2006 Equity Incentive Plan, a copy of which is on file at the principal office of the Company. No transfer or pledge of the shares evidenced hereby may be made except in accordance with and subject to the provisions of said Plan. By acceptance of this certificate, any holder, transferee or pledgee hereof agrees to be bound by all of the provisions of said Plan."

The following legend shall be inserted on a certificate evidencing Ordinary Shares issued under the Plan if the shares were not issued in a transaction registered under the applicable federal and state securities laws:

> "Shares represented by this certificate have been acquired by the holder for investment and not for resale, transfer or distribution, have been issued pursuant to exemptions from the registration requirements of applicable state and federal securities laws, and may not be offered for sale, sold or transferred other than pursuant to effective registration under such laws, or in transactions otherwise in compliance with such laws, and upon evidence satisfactory to the Company of compliance with such laws, as to which the Company may rely upon an opinion of counsel satisfactory to the Company."

A copy of this Plan shall be kept on file in the principal office of the Company.

****

IN WITNESS WHEREOF, the Company has caused this instrument to be executed as of February 27, 2006 by its Chief Executive Officer pursuant to action taken by the Board.

Oak Pacific InterActive

By: /s/ Joe Chen
Name: Joe Chen
Title: Chief Executive Officer

OAK PACIFIC INTERACTIVE

2008 Equity Incentive Plan

The Oak Pacific Interactive 2008 Equity Incentive Plan (the "Plan") was adopted by the Board of Directors of Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 revision) of Cayman Islands (the "Company"), effective as of January 31, 2008.

ARTICLE 1
PURPOSE

The purpose of the Plan is to foster and promote the long-term financial success of the Company and its Subsidiaries and materially increase the value of the Company and its Subsidiaries by (a) encouraging the long-term commitment of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries, (b) motivating performance of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries by means of long-term performance related incentives, (c) encouraging and providing Employees, Consultants, and Outside Directors of the Company and its Subsidiaries with an opportunity to obtain an ownership interest in the Company, (d) attracting and retaining outstanding Employees, Consultants, and Outside Directors by providing incentive compensation opportunities, and (e) enabling participation by Employees, Consultants, and Outside Directors in the long-term growth and financial success of the Company and its Subsidiaries.

ARTICLE 2
DEFINITIONS

For the purpose of the Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

"***Award***" means the grant of any Incentive Share Option, Nonqualified Share Option, or Restricted Shares whether granted singly or in combination (each individually referred to herein as an "Incentive").

"***Award Agreement***" means a written agreement between a Participant and the Company which sets out the terms of the grant of an Award.

"***Award Period***" means the period set forth in the Award Agreement with respect to a Share Option during which the Share Option may be exercised, which shall commence on the Date of Grant and expire at the time set forth in the Award Agreement.

"***Board***" means the board of directors of the Company.

"Change of Control" means any of the following: (i) Continuing Directors cease to constitute at least fifty percent (50%) of the members of the Board; (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; (iii) any consolidation, merger or share exchange of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Ordinary Shares would be converted into cash, securities or other property; or (iv) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation) in one transaction or a series of related transactions, of all or substantially all of the assets of the Company; provided, however, that a transaction described in clause (iii) or (iv) shall not constitute a Change in Control hereunder if after such transaction (I) Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the continuing, surviving or acquiring entity, as the case may be or, if such entity has a parent entity directly or indirectly holding at least a majority of the voting power of the voting securities of the continuing, surviving or acquiring entity, Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the entity that is the ultimate parent of the continuing, surviving or acquiring entity, and (II) the continuing, surviving or acquiring entity (or the ultimate parent of such continuing, surviving or acquiring entity) assumes all outstanding Share Options under this Plan. "Continuing Directors" means Board members who (x) at the date of this Plan were directors or (y) become directors after the date of this Plan and whose election or nomination for election by the Company's shareholders was approved by a vote of a majority of the directors then in office who were directors at the date of this Plan or whose election or nomination for election was previously so approved.

"Code" means the Internal Revenue Code of 1986, as amended.

"***Committee***" means the committee appointed or designated by the Board to administer the Plan in accordance with Article 3 of this Plan.

"***Company***" means Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 revision) of Cayman Islands, and any successor entity.

"***Consultant***" means any person performing advisory or consulting services for the Company or a Subsidiary, with or without compensation, to whom the Company chooses to grant an Award in accordance with the Plan, provided that *bona fide* services must be rendered by such person and such services shall not be rendered in connection with the offer or sale of securities in a capital raising transaction.

"Corporation" means any entity that (i) is defined as a corporation under Code Section 7701 and (ii) is the Company or is in an unbroken chain of corporations (other than the Company) beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing a majority of the total combined voting power of all classes of shares in one of the other corporations in the chain. For purposes of clause (ii) hereof, an entity shall be treated as a "corporation" if it satisfies the definition of a corporation under Section 7701 of the Code.

"***Date of Grant***" means the effective date on which an Award is made to a Participant as set forth in the applicable Award Agreement.

"**Equity Securities**" means the Ordinary Shares, the Preferred Shares, any securities having voting rights in the election of the Board of Directors of the Company not contingent upon default, any securities evidencing an ownership interest in the Company, any securities convertible into or exercisable for any shares of the foregoing, and any agreement or commitment to issue any of the foregoing.

"***Employee***" means common law employee (as defined in accordance with the Regulations and Revenue Rulings then applicable under Section 3401(c) of the Code) of the Company or any Subsidiary of the Company.

"***Fair Market Value***" means, as of a particular date, (a) if the Ordinary Shares are listed on a national securities exchange, the closing sales price per Ordinary Share on the consolidated transaction reporting system for the principal securities exchange for the Ordinary Shares on that date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported, (b)if the Ordinary Shares are not so listed or quoted, such amount as may be determined by the Committee (acting on the advice of an Independent Third Party, should the Board elect in its sole discretion to utilize an Independent Third Party for this purpose), in good faith, to be the fair market value per share of Ordinary Shares.

"Independent Third Party" means an individual or entity independent of the Company having experience in providing investment banking or similar appraisal or valuation services and with expertise generally in the valuation of securities or other property for purposes of this Plan. The Board may utilize one or more Independent Third Parties.

*"**Incentive Share Option**"* means an incentive stock option within the meaning of Section 422 of the Code, granted pursuant to this Plan.

"**Major Investors**" shall mean the following Shareholders, including any Permitted Transferees:

a. Softbank Corp. and/or its Affiliate or designee.
b. General Atlantic Partners (Bermuda), L.P., a Bermuda limited partnership.
c. GAP-W International, LLC, a Delaware limited liability company.
d. GAP Coinvestments III, LLC, a Delaware limited liability company.
e. GAP Coinvestments IV, LLC, a Delaware limited liability company.
f. GAP Coinvestments CDA, L.P. a Delaware limited partnership.
g. GapStar, LLC, a Delaware limited liability company.
h. GAPCO GmbH & Co. KG, a German limited partnership.
i. TCV V, L.P.,
j. TCV Member Fund, L.P.,
k. DCM III, L.P.,
l. DCM III-A, L.P.,
m. DCM Affiliates Fund III, L.P.

n. each Shareholder of any preferred shares of any series of US$0.01 par value in the capital of the Company (other than those Shareholders referred to in clauses (a) through (i) above) who hold, in the aggregate, at least five percent (5%) of the preferred shares of any series of US$0.01 par value in the capital of the Company then outstanding, and

o. each UU Holder who holds at least an aggregate of 500,000 Ordinary Shares and/or preferred shares of any series of US$0.01 par value in the capital of the Company (as adjusted for any share splits, bonus issues, share combinations, or reclassifications and recapitalizations affecting such Ordinary Shares).

"***Nonpublicly Traded***" means not listed on a national securities exchange.

"***Nonqualified Share Option***" means a nonqualified stock option, granted pursuant to this Plan, which does not satisfy the requirements of Section 422 of the Code.

"***Option Price***" means the price which must be paid by a Participant upon exercise of a Share Option to purchase a share of Ordinary Shares.

"***Ordinary Share***" means the Ordinary Shares, which the Company is currently authorized to issue or may in the future be authorized to issue, or any securities into which or for which the Ordinary Shares of the Company may be converted or exchanged, as the case may be, pursuant to the terms of this Plan.

"***Outside Director***" means a director of the Company who is not an Employee.

"***Participant***" shall mean an Employee, Consultant, or Outside Director of the Company or a Subsidiary to whom an Award is granted under this Plan.

"**Permitted Transferee**" means a Shareholder who acquires shares through one or more of the following transfers, each, a "**Permitted Transferee**":

(a) any transfer of Equity Securities by a Shareholder to such Shareholders' Relative or to a trust for their benefit, provided that all of the beneficial interests in such trust are owned or controlled by such Shareholder;

(b) any transfer of Equity Securities by a Shareholder to its Affiliate; and

(c) the grant of a security interest in and pledge of Equity Securities by GapStar, LLC or, subject to the consent of the holders of a majority of Series C Preferred Shares of the Company, par value US$0.01 per share, another Shareholder of its Equity Securities pursuant to a bona fide loan transaction with an internationally recognized financial services firm that creates a mere security interest in such Equity Securities.

"***Plan***" means this Oak Pacific Interactive 2008 Equity Incentive Plan, as amended from time to time.

"***PRC***" means the People's Republic of China.

"**Preferred Shares**" means a preferred share of any series of US$0.01 par value in the capital of the Company having the rights attaching to it set out herein

"**Relative**" of a natural person means any spouse of such person and any parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece or great-grandparent of such person or such spouse.

"***Restricted Stock***" means Ordinary shares issued or transferred to a Participant pursuant to Section 6.5 of this Plan which are subject to restrictions or limitations set forth in this Plan and in the related Award Agreement.

"***Retirement***" means any Termination of Service solely due to retirement upon or after attainment of age sixty-five (65), or permitted early retirement as determined by the Committee.

"Share Option" means a Nonqualified Share Option or an Incentive Share Option.

"***Subsidiary***" means (i) any Corporation (as defined herein), (ii) any limited partnership, if the Company or any Corporation owns a majority of the general partnership interest and a majority of the limited partnership interests entitled to vote on the removal and replacement of the general partner, and (iii) any partnership or limited liability company, if the partners or members thereof are composed only of the Company, any Corporation or any limited partnership listed in item (ii) above. "Subsidiaries" means more than one of any such Corporations, limited partnerships, partnerships or limited liability companies.

"***Termination of Service***" occurs when a Participant who is an Employee or a Consultant of the Company or any Subsidiary shall cease to serve as an Employee or Consultant of the Company and its Subsidiaries, for any reason; or, when a Participant who is an Outside Director of the Company or a Subsidiary shall cease to serve as a director of the Company and its Subsidiaries for any reason.

"***Total and Permanent Disability***" means a Participant is qualified for long-term disability benefits under the Company's or Subsidiary's disability plan or insurance policy; or, if no such plan or policy is then in existence or if the Participant is not eligible to participate in such plan or policy, that the Participant, because of ill health, physical or mental disability or any other reason beyond his or her control, is unable to perform his or her duties of employment for a period of six (6) continuous months, as determined in good faith by the Committee; provided that, with respect to any Incentive Share Option, Total and Permanent Disability shall have the meaning given it under the rules governing Incentive Share Options under the Code.

"**UU Holders**" means Sierra Trust Management Company Limited, Trustee for Sierra Trust, Chuck Cheng, Paul Lee, Alfred Lee, Jianjun Cao, Matt Young, Carlos Schonfeld, Fan Bao, Cloud Nine Trust Management Company Limited, Trustee for Cloud Nine Trust, L.P., Accel VIII L.P., Accel Internet Fund IV L.P., Accel Investors 2004 L.L.C., LC Fund II, Technology Ventures Venture Capital Investment Partnership, Cynthia Tang, Xueping Zhou, Phyllis (Fengying) Guo, Ravi Mhatre, Jake Seid, Lexanna Investment Partners, Larry Sun, and Michael X. Jiang.

ARTICLE 3
ADMINISTRATION

Subject to the terms of this Article 3, the Plan shall be administered by the Board or such committee of the Board as is designated by the Board to administer the Plan (the "Committee"). The Committee shall consist of not fewer than two persons. Any member of the Committee may be removed at any time, with or without cause, by resolution of the Board. Any vacancy occurring in the membership of the Committee may be filled by appointment by the Board. At any time there is no Committee to administer the Plan, any references in this Plan to the Committee shall be deemed to refer to the Board.

The Committee shall select one of its members to act as its Chairman. A majority of the Committee shall constitute a quorum, and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee.

The Committee shall determine and designate from time to time the eligible persons to whom Awards will be granted and shall set forth in each related Award Agreement, where applicable, the Award Period, the Date of Grant, and such other terms, provisions, limitations, and performance requirements, as are approved by the Committee, but not inconsistent with the Plan. The Committee shall determine whether an Award shall include one type of Incentive or two or more Incentives granted in combination**.** All decisions with respect to any Award, and the terms and conditions thereof, to be granted under the Plan to any member of the Committee shall be made solely and exclusively by the other members of the Committee, or if such member is the only member of the Committee, by the Board.

The Committee, in its discretion, shall (i) interpret the Plan, (ii) prescribe, amend, and rescind any rules and regulations necessary or appropriate for the administration of the Plan, (iii) establish performance goals for an Award and certify the extent of their achievement, (iv) make such other determinations or certifications and take such other action as it deems necessary or advisable in the administration of the Plan and (v) implement any procedures or steps or additional or different requirements as may be necessary to comply with any relevant laws of the PRC that may be applicable to this Plan, any Award pursuant to this Plan or any related documents, including but not limited to foreign exchange laws, tax laws and securities law of the PRC Any interpretation, determination, or other action made or taken by the Committee shall be final, binding, and conclusive on all interested parties.

The Committee may delegate to officers of the Company, pursuant to a written delegation, the authority to perform specified functions under the Plan. Any actions taken by any officers of the Company pursuant to such written delegation of authority shall be deemed to have been taken by the Committee.

ARTICLE 4
ELIGIBILITY

Any Employee (including an Employee who is also a director or an officer), Outside Director, or Consultant of the Company whose judgment, initiative, and efforts contributed or may be expected to contribute to the successful performance of the Company is eligible to participate in the Plan; provided that only Employees of a Corporation shall be eligible to receive Incentive Share Options. The Committee, upon its own action, may grant, but shall not be required to grant, an Award to any Employee, Outside Director, or Consultant of the Company or any Subsidiary. Awards may be granted by the Committee at any time and from time to time to new Participants, or to then Participants, or to a greater or lesser number of Participants, and may include or exclude previous Participants, as the Committee shall determine. Except as required by this Plan, Awards granted at different times need not contain similar provisions. The Committee's determinations under the Plan (including without limitation determinations of which Employees, Outside Directors, or Consultants, if any, are to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the agreements evidencing same) need not be uniform and may be made by it selectively among Participants who receive, or are eligible to receive, Awards under the Plan.

ARTICLE 5
SHARES SUBJECT TO PLAN

5.1 ***Number Available for Awards***. Subject to adjustment as provided in Articles 11 and 12 hereof, the maximum number of Ordinary Shares that may be delivered pursuant to Awards granted under this Plan is 3,052,963, provided that if an adjustment (a) is made to the Conversion Price per Series C Preferred Shares and Series D Preferred Shares pursuant to Articles 7.4(f), (h) or (i) of the Company's Memorandum and Articles of Association, or (b) pursuant to Section 2.7 of that certain Agreement and Plan of Exchange dated October 7, 2005, by and among CIAC/ChinaInterActiveCorp and the shareholders of UU International Incorporation (the "UU Exchange Agreement"), then the number of Ordinary Shares reserved under this Plan (the "***Reserved Option Shares***") shall be adjusted such that the number of Reserved Option Shares together with the number of options granted since the Closing Date and any Ordinary Shares issued upon exercise of options granted since the Closing Date (as defined in the Purchase Agreement) shall constitute an amount equal to five percent of TSO (as defined in the Company's Memorandum and Articles of Association). As required under U.S. Treasury Regulation Section 1.422-2(b)(3)(i), in no event will the number of Ordinary Shares that may be delivered pursuant to Incentive Stock Options granted under this Plan exceed 3,052,963. Shares to be issued may be made available from authorized but unissued Ordinary Shares, Ordinary Shares held by the Company in its treasury, or Ordinary Shares purchased by the Company on the open market or otherwise. During the term of this Plan, the Company will at all times reserve and keep available the number of Ordinary Shares that shall be sufficient to satisfy the requirements of this Plan.

5.2 ***Reuse of Shares***. Subject to Section 5.2(c), if, and to the extent:

(a) A Share Option shall expire or terminate for any reason without having been exercised in full, or in the event that a Share Option is exercised or settled in a manner such that some or all of the Ordinary Shares relating to the Share Option are not issued to the Participant (or beneficiary) (including as the result of the use of shares for withholding taxes), the Ordinary Shares subject thereto which have not become outstanding shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; in addition, with respect to any share-for-share exercise or cashless exercise pursuant to Section 8.3 or otherwise, only the "net" shares issued shall be deemed to have become outstanding for purposes of the Plan as a result thereof.

(b) Restricted Shares under the Plan are forfeited for any reason, such Restricted Shares shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; provided, however, that if any dividends paid with respect to Restricted Shares were paid to the Participant prior to the forfeiture thereof, such shares shall not be reused for grants or awards.

(c) In no event shall the number of Ordinary Shares subject to Incentive Share Options exceed, in the aggregate, three (3%) of the authorized Ordinary Shares plus shares subject to Incentive Share Options which are forfeited or terminated, or expire unexercised.

ARTICLE 6
GRANT OF AWARDS

6.1 ***In General.*** The Company shall execute an Award Agreement with a Participant after the Committee approves the issuance of an Award. Any Award granted pursuant to this Plan must be granted within ten (10) years after the date of adoption of this Plan. The Plan shall be submitted to the Company's shareholders for approval; however, the Committee may grant Awards under the Plan prior to the time of shareholder approval. Any such Award granted prior to such shareholder approval shall be made subject to such shareholder approval. The grant of an Award to a Participant shall not be deemed either to entitle the Participant to, or to disqualify the Participant from, receipt of any other Award under the Plan.

6.2 ***Share Options.*** The grant of an Award of Share Options shall be authorized by the Committee and shall be evidenced by an Award Agreement setting forth: (i) the Incentive or Incentives being granted, (ii) the total number of Ordinary Shares subject to the Incentive(s), (iii) the Option Price, (iv) the Award Period, (v) the Date of Grant, and (vi) such other terms, provisions, limitations, and performance objectives, as are approved by the Committee, but not inconsistent with the Plan.

6.3 ***Option Price.*** The Option Price for any Ordinary Shares which may be purchased under a Nonqualified Share Option for any Ordinary Shares may be less than, equal to, or greater than the Fair Market Value of the share on the Date of Grant. The Option Price for any Ordinary Shares which may be purchased under an Incentive Share Option must be at least equal to the Fair Market Value of the share on the Date of Grant; if an Incentive Share Option is granted to an Employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of shares of the Company (or any parent or Subsidiary), the Option Price shall be at least 110% of the Fair Market Value of the Ordinary Shares on the Date of Grant.

6.4 ***Maximum ISO Grants.*** The Committee may not grant Incentive Share Options under the Plan to any Employee which would permit the aggregate Fair Market Value (determined on the Date of Grant) of the Ordinary Shares with respect to which Incentive Share Options (under this and any other plan of the Company and its Subsidiaries) are exercisable for the first time by such Employee during any calendar year to exceed $100,000. To the extent any Share Option granted under this Plan which is designated as an Incentive Share Option exceeds this limit or otherwise fails to qualify as an Incentive Share Option, such Share Option (or any such portion thereof) shall be a Nonqualified Share Option. In such case, the Committee shall designate which shares will be treated as Incentive Share Option shares by causing the issuance of a separate share certificate and identifying such shares as Incentive Share Option stock on the Company's share transfer records.

6.5 ***Restricted Shares.*** If Restricted Shares are granted to or received by a Participant under an Award (including a Share Option), the Committee shall set forth in the related Award Agreement: (i) the number of Ordinary Shares awarded, (ii) the price, if any, to be paid by the Participant for such Restricted Shares, (iii) the time or times within which such Award may be subject to forfeiture, (iv) specified performance goals of the Company, a Subsidiary, any division thereof or any group of Employees of the Company, or other criteria, which the Committee determines must be met in order to remove any restrictions (including vesting) on such Award, and (v) all other terms, limitations, restrictions, and conditions of the Restricted Shares, which shall be consistent with this Plan. The provisions of Restricted Shares need not be the same with respect to each Participant. If the Committee establishes a purchase price for an Award of Restricted Shares, the Participant must accept such Award within a period of thirty (30) days (or such shorter period as the Committee may specify) after the Date of Grant by executing the applicable Award Agreement and paying such purchase price.

(a) Legend on Shares. Each Participant who is awarded or receives Restricted Shares shall be issued a share certificate or certificates in respect of such Ordinary Shares. Such certificate(s) shall be registered in the name of the Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, substantially as provided in Section 15.11 of the Plan.

The Committee may require that the share certificates evidencing shares of Restricted Shares be held in custody by the Company until the restrictions thereon shall have lapsed, and that the Participant deliver to the Committee a stock power or stock powers, endorsed in blank, relating to the shares of Restricted Shares.

(b) Restrictions and Conditions. Shares of Restricted Shares shall be subject to the following restrictions and conditions:

(i) Subject to the other provisions of this Plan and the terms of the particular Award Agreements, during such period as may be determined by the Committee commencing on the Date of Grant or the date of exercise of an Award (the "Restriction Period"), the Participant shall not be permitted to sell, transfer, pledge or assign shares of Restricted Shares. Except for these limitations, the Committee may in its sole discretion, remove any or all of the restrictions on such Restricted Shares whenever it may determine that, by reason of changes in applicable laws or other changes in circumstances arising after the date of the Award, such action is appropriate.

(ii) Except as provided in sub-paragraph (i) above or in the applicable Award Agreement, the Participant shall have, with respect to his or her Restricted Shares, all of the rights of a shareholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon. Certificates for Ordinary Shares free of restriction under this Plan shall be delivered to the Participant promptly after, and only after, the Restriction Period shall expire without forfeiture in respect of such Ordinary Shares. Certificates for the Ordinary Shares forfeited under the provisions of the Plan and the applicable Award Agreement shall be promptly returned to the Company by the forfeiting Participant. Each Award Agreement shall require that (x) each Participant, by his or her acceptance of Restricted Shares, shall irrevocably grant to the Company a power of attorney to transfer any shares so forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer, and (y) such provisions regarding returns and transfers of share certificates with respect to forfeited Ordinary Shares shall be specifically performable by the Company in a court of equity or law.

(iii) The Restriction Period of Restricted Shares shall commence on the Date of Grant or the date of exercise of an Award, as specified in the Award Agreement, and, subject to Article 12 of the Plan, unless otherwise established by the Committee in the Award Agreement setting forth the terms of the Restricted Shares, shall expire upon satisfaction of the conditions set forth in the Award Agreement; such conditions may provide for vesting based on (i) length of continuous service, (ii) achievement of specific business objectives, (iii) increases in specified indices, (iv) attainment of specified growth rates, or (v) other comparable measurements of Company performance, as may be determined by the Committee in its sole discretion.

(iv) Except as otherwise provided in the particular Award Agreement, upon Termination of Service for any reason during the Restriction Period, the nonvested shares of Restricted Shares shall be forfeited by the Participant. In the event a Participant has paid any consideration to the Company for such forfeited Restricted Shares, the Committee shall specify in the Award Agreement that either (i) the Company shall be obligated to, or (ii) the Company may, in its sole discretion, elect to, pay to the Participant, as soon as practicable after the event causing forfeiture, in cash, an amount equal to the lesser of the total consideration paid by the Participant for such forfeited shares or the Fair Market Value of such forfeited shares as of the date of Termination of Service, as the Committee, in its sole discretion shall select. Upon any forfeiture, all rights of a Participant with respect to the forfeited shares of the Restricted Shares shall cease and terminate, without any further obligation on the part of the Company.

6.6 ***Maximum Individual Grants***. No Participant may receive during any fiscal year of the Company Awards covering an aggregate of more than one percent (1%) of the authorized Ordinary Shares.

ARTICLE 7
AWARD PERIOD; VESTING

7.1 ***Award Period.***

(a) Subject to the other provisions of this Plan, the Committee shall specify in the Award Agreement the Award Period for a Share Option. No Share Option granted under the Plan may be exercised at any time after the end of its Award Period. The Award Period for any Share Option shall be no more than ten (10) years from the Date of Grant of the Share Option. However, if an Employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of shares of the Company (or any parent or Subsidiary) and an Incentive Share Option is granted to such Employee, the Award Period of such Incentive Share Option (to the extent required by the Code at the time of grant) shall be no more than five (5) years from the Date of Grant.

(b) In the event of Termination of Service of a Participant, the Award Period for a Share Option shall be reduced or terminated in accordance with the Award Agreement.

7.2 ***Vesting.*** The Committee, in its sole discretion, may determine that an Incentive will be immediately vested in whole or in part, or that all or any portion may not be vested until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If the Committee imposes conditions upon vesting, then, subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Incentive may be vested.

ARTICLE 8
EXERCISE OF INCENTIVE

8.1 ***In General***. The Committee, in its sole discretion, may determine that a Share Option will be immediately exercisable, in whole or in part, or that all or any portion may not be exercised until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If a Share Option is exercisable prior to the time it is vested, the Ordinary Shares obtained on the exercise of the Share Option shall be Restricted Shares which is subject to the applicable provisions of the Plan and the Award Agreement. If the Committee imposes conditions upon exercise, then subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Share Option may be exercised. No Share Option may be exercised for a fractional Ordinary Shares. The granting of a Share Option shall impose no obligation upon the Participant to exercise that Share Option.

8.2 ***Securities Law and Exchange Restrictions.*** In no event may an Incentive be exercised or Ordinary Shares be issued pursuant to an Award if a necessary listing or quotation of the Ordinary Shares on a stock exchange or inter-dealer quotation system or any registration under state or federal securities laws required under the circumstances has not been accomplished.

8.3 ***Exercise of Share Option.***

(a) Notice and Payment. Subject to such administrative regulations as the Committee may from time to time adopt, a Share Option may be exercised by the delivery of written notice to the Committee setting forth the number of Ordinary Shares with respect to which the Share Option is to be exercised and the date of exercise thereof (the "Exercise Date") which shall be at least three (3) days after giving such notice unless an earlier time shall have been mutually agreed upon. On the Exercise Date, the Participant shall deliver to the Company consideration with a value equal to the total Option Price of the shares to be purchased, payable in any one of the following methods: (a) cash, check, bank draft, or money order payable to the order of the Company, (b) Ordinary Shares (including Restricted Shares) owned by the Participant on the Exercise Date, valued at its Fair Market Value on the Exercise Date, and which the Participant has not acquired from the Company within six (6) months prior to the Exercise Date, (c) if the Ordinary Shares is no longer Nonpublicly Traded, by delivery (including by FAX) to the Company or its designated agent of an executed irrevocable option exercise form together with irrevocable instructions from the Participant to a broker or dealer, reasonably acceptable to the Company, to sell certain of the Ordinary Shares purchased upon exercise of the Share Option or to pledge such shares as collateral for a loan and promptly deliver to the Company the amount of sale or loan proceeds necessary to pay such purchase price, and/or (d) in any other form of valid consideration that is acceptable to the Committee in its sole discretion. In the event that shares of Restricted Shares are tendered as consideration for the exercise of a Share Option, a number of Ordinary Shares issued upon the exercise of the Share Option equal to the value of Restricted Shares used as consideration therefor shall be subject to the same restrictions and provisions as the Restricted Shares so tendered. The Committee may take all actions necessary to alter the method of exercise of the Share Option and the exchange and transmittal of proceeds with respect to Participants who are residents in the PRC in order to comply with applicable PRC foreign exchange and tax regulations and any other applicable PRC laws and regulations.

(b) Issuance of Certificate. Except as otherwise provided in Section 6.5 hereof (with respect to shares of Restricted Shares) or in the applicable Award Agreement, upon payment of all amounts due from the Participant, the Company shall cause certificates for the Ordinary Shares then being purchased to be delivered as directed by the Participant (or the person exercising the Participant's Share Option in the event of his death) at its principal business office promptly after the Exercise Date; provided that if the Participant has exercised an Incentive Share Option, the Company may at its option retain physical possession of the certificate evidencing the shares acquired upon exercise until the expiration of the holding periods described in Section 422(a)(1) of the Code. The obligation of the Company to deliver Ordinary Shares shall, however, be subject to the condition that, if at any time the Committee shall determine in its discretion that the listing, registration, or qualification of the Share Option or the Ordinary Shares upon any securities exchange or inter-dealer quotation system or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the Share Option or the issuance or purchase of Ordinary Shares thereunder, the Share Option may not be exercised in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not reasonably acceptable to the Committee.

(c) Failure to Pay. If the Participant fails to pay for any of the Ordinary Shares specified in such notice or fails to accept delivery thereof, the Participant's Share Option and right to purchase such Ordinary Shares may be forfeited by the Company.

8.4 ***Disqualifying Disposition of Incentive Share Option.*** If Ordinary Shares acquired upon exercise of an Incentive Share Option are disposed of by a Participant prior to the expiration of either two (2) years from the Date of Grant of such Share Option or one (1) year from the transfer of Ordinary Shares to the Participant pursuant to the exercise of such Share Option, or in any other disqualifying disposition within the meaning of Section 422 of the Code, such Participant shall notify the Company in writing of the date and terms of such disposition. A disqualifying disposition by a Participant shall not affect the status of any other Share Option granted under the Plan as an Incentive Share Option within the meaning of Section 422 of the Code.

ARTICLE 9
AMENDMENT OR DISCONTINUANCE

Subject to the limitations set forth in this Article 9, the Board may at any time and from time to time, without the consent of the Participants, alter, amend, revise, suspend, or discontinue the Plan in whole or in part; provided, however, that no amendment which requires shareholder approval in order for the Plan and Incentives awarded under the Plan to continue to comply with Sections 162(m), 421, and 422 of the Code, including any successors to such Sections, shall be effective unless such amendment shall be approved by the requisite vote of the shareholders of the Company entitled to vote thereon. Any such amendment shall, to the extent deemed necessary or advisable by the Committee, be applicable to any outstanding Incentives theretofore granted under the Plan, notwithstanding any contrary provisions contained in any Award Agreement. In the event of any such amendment to the Plan, the holder of any Incentive outstanding under the Plan shall, upon request of the Committee and as a condition to the exercisability thereof, execute a conforming amendment in the form prescribed by the Committee to any Award Agreement relating thereto. Notwithstanding anything contained in this Plan to the contrary, unless required by law, no action contemplated or permitted by this Article 9 shall adversely affect any rights of Participants or obligations of the Company to Participants with respect to any Incentive theretofore granted under the Plan without the consent of the affected Participant.

ARTICLE 10
TERM

The Plan shall be effective from the date that this Plan is approved by the Board. Unless sooner terminated by action of the Board, the Plan will terminate on September 15, 2013, but Incentives granted before that date will continue to be effective in accordance with their terms and conditions.

ARTICLE 11
CAPITAL ADJUSTMENTS

In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Ordinary Shares, other securities, or other property), recapitalization, stock split, reverse stock split, rights offering, reorganization, merger, consolidation, split-up, spin-off, split-off, combination, subdivision, repurchase, or exchange of Ordinary Shares or other securities of the Company, issuance of warrants or other rights to purchase Ordinary Shares or other securities of the Company, or other similar corporate transaction or event affects the Ordinary Shares such that an adjustment is determined by the Committee to be appropriate to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of the (i) the number of shares and type of Ordinary Shares (or the securities or property) which thereafter may be made the subject of Awards,(ii) the number of shares and type of Ordinary Shares (or other securities or property) subject to outstanding Awards,(iii) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (iv) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (v) the Option Price of each outstanding Award, and (v) the amount, if any, the Company pays for forfeited Ordinary Shares in accordance with Section 6.5; provided however, that the number of Ordinary Shares (or other securities or property) subject to any Award shall always be a whole number. In lieu of the foregoing, if deemed appropriate, the Committee may make provision for a cash payment to the holder of an outstanding Award. Notwithstanding the foregoing, no such adjustment or cash payment shall be made or authorized to the extent that such adjustment or cash payment would cause the Plan or any Share Option to violate Code Section 422. Such adjustments shall be made in accordance with the rules of any securities exchange, stock market, or stock quotation system to which the Company is subject.

Upon the occurrence of any such adjustment or cash payment, the Company shall provide notice to each affected Participant of its computation of such adjustment or cash payment which shall be conclusive and shall be binding upon each such Participant.

ARTICLE 12
RECAPITALIZATION, MERGER AND CONSOLIDATION

12.1 ***No Effect on Company's Authority.*** The existence of this Plan and Incentives granted hereunder shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure and its business, or any merger or consolidation of the Company, or any issuance of bonds, debentures, preferred or preference shares ranking prior to or otherwise affecting the Ordinary Shares or the rights thereof (or any rights, options, or warrants to purchase same), or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12.2 ***Conversion of Incentives Where Company Survives.*** Subject to any required action by the shareholders, if the Company shall be the surviving or resulting corporation in any merger, consolidation or share exchange, any Incentive granted hereunder shall pertain to and apply to the securities or rights (including cash, property, or assets) to which a holder of the number of Ordinary Shares subject to the Incentive would have been entitled.

12.3 ***Exchange or Cancellation of Incentives Where Company Does Not Survive.*** In the event of any merger, consolidation or share exchange pursuant to which the Company is not the surviving or resulting corporation, there shall be substituted for each Ordinary Shares subject to the unexercised portions of outstanding Share Options, that number of shares of each class of shares or other securities or that amount of cash, property, or assets of the surviving, resulting or consolidated company which were distributed or distributable to the shareholders of the Company in respect to each Ordinary Shares held by them, such outstanding Share Options to be thereafter exercisable for such shares, securities, cash, or property in accordance with their terms.

Notwithstanding the foregoing, however, all Share Options may be canceled by the Company as of the effective date of any such reorganization, merger, consolidation, or share exchange, or any dissolution or liquidation of the Company, by giving notice to each holder thereof or his personal representative of its intention to do so and by permitting the purchase during the thirty (30) day period next preceding such effective date of all of the Ordinary Shares (whether or not vested) subject to such outstanding Share Options.

ARTICLE 13
LIQUIDATION OR DISSOLUTION

Subject to Section 12.3 hereof, in case the Company shall, at any time while any Incentive under this Plan shall be in force and remain unexpired, (i) sell all or substantially all of its property, or (ii) dissolve, liquidate, or wind up its affairs, then each Participant shall be entitled to receive, in lieu of each Ordinary Shares of the Company which such Participant would have been entitled to receive under the Incentive, the same kind and amount of any securities or assets as may be issuable, distributable, or payable upon any such sale, dissolution, liquidation, or winding up with respect to each Ordinary Shares of the Company. If the Company shall, at any time prior to the expiration of any Incentive, make any partial distribution of its assets, in the nature of a partial liquidation, whether payable in cash or in kind (but excluding the distribution of a cash dividend payable out of earned surplus and designated as such) then in such event the Option Prices then in effect with respect to each Share Option shall be reduced, on the payment date of such distribution, in proportion to the percentage reduction in the tangible book value of the shares of the Company's Ordinary Shares (determined in accordance with generally accepted accounting principles) resulting by reason of such distribution.

ARTICLE 14
INCENTIVES IN SUBSTITUTION FOR INCENTIVES GRANTED BY OTHER ENTITIES

Incentives may be granted under the Plan from time to time in substitution for similar instruments held by employees or directors of a corporation, partnership, or limited liability company who become or are about to become Employees or Outside Directors of the Company or any Subsidiary as a result of a merger or consolidation of the employing corporation with the Company, the acquisition by the Company of equity of the employing entity, or any other similar transaction pursuant to which the Company becomes the successor employer. The terms and conditions of the substitute Incentives so granted may vary from the terms and conditions set forth in this Plan to such extent as the Committee at the time of grant may deem appropriate to conform, in whole or in part, to the provisions of the Incentives in substitution for which they are granted.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 ***Investment Intent.*** The Company may require that there be presented to and filed with it by any Participant under the Plan, such evidence as it may deem necessary to establish that the Incentives granted or the Ordinary Shares to be purchased or transferred are being acquired for investment and not with a view to their distribution.

15.2 ***Nonpublicly Traded Ordinary Shares.*** In the event a Participant receives, as Restricted Shares or pursuant to the exercise of a Share Option, Ordinary Shares that are Nonpublicly Traded (as defined herein), the Committee may impose restrictions and conditions on the transfer or other disposition of those shares. The restrictions and conditions may be reflected in the Award Agreement or in a separate shareholders' agreement.

15.3 ***No Right to Continued Employment.*** Neither the Plan nor any Incentive granted under the Plan shall confer upon any Participant any right with respect to continuance of employment by the Company or any Subsidiary.

15.4 ***Indemnification of Board and Committee.*** No member of the Board or the Committee, nor any officer or Employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board and the Committee, each officer of the Company, and each Employee of the Company acting on behalf of the Board or the Committee shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination, or interpretation.

15.5 ***Effect of the Plan.*** Neither the adoption of this Plan nor any action of the Board or the Committee shall be deemed to give any person any right to be granted an Award or any other rights except as may be evidenced by an Award Agreement, or any amendment thereto, duly authorized by the Committee and executed on behalf of the Company, and then only to the extent and upon the terms and conditions expressly set forth therein.

15.6 ***Compliance With Other Laws and Regulations.*** Notwithstanding anything contained herein to the contrary, the Company shall not be required to sell or issue Ordinary Shares under any Incentive if the issuance thereof would constitute a violation by the Participant or the Company of any provisions of any law or regulation of any governmental authority or any national securities exchange or inter-dealer quotation system or other forum in which Ordinary Shares are quoted or traded; and, as a condition of any sale or issuance of Ordinary Shares under an Incentive, the Committee may require such agreements or undertakings, if any, as the Committee may deem necessary or advisable to assure compliance with any such law or regulation. The Plan, the grant and exercise of Incentives hereunder, and the obligation of the Company to sell and deliver Ordinary Shares, shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

15.7 ***Lock-up Agreement.*** The Company may require that an Award Agreement include a provision requiring a Participant to agree that in connection with an underwritten public offering of Ordinary Shares, upon the request of the Company or the principal underwriter managing such public offering, no Ordinary Shares received by the Participant under such Award Agreement may be sold, offered for sale or otherwise disposed of without the prior written consent of the Company or such underwriter, as the case may be, for at least 180 days after the effectiveness of the registration statement filed in connection with such offering, or such longer period of time as the Board may determine, if all of the Company's directors and officers agree to be similarly bound. The obligations under this Section 15.7 shall remain effective for all underwritten public offerings with respect to which the Company has filed a registration statement on or before the date five (5) years after the closing of the Company's initial public offering, provided, however, that this Section 15.7 shall cease to apply to any such Ordinary Shares sold to the public pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act in a transaction that complied with the terms of the applicable Award Agreement.

15.8 ***Tax Requirements.*** The Company shall have the right to deduct from all amounts hereunder paid in cash or other form, any federal, state, or local taxes required by law (including taxes in the PRC where applicable) to be withheld with respect to such payments. The Participant receiving Ordinary Shares issued under the Plan shall be required to pay the Company the amount of any taxes which the Company is required to withhold with respect to such Ordinary Shares (including the sale of Ordinary Shares as may be required to comply with foreign exchange rules in the PRC for Participants resident in the PRC) Notwithstanding the foregoing, in the event of an assignment of a Nonqualified Share Option pursuant to Section 15.9, the Participant who assigns the Nonqualified Share Option shall remain subject to withholding taxes upon exercise of the Nonqualified Share Option by the transferee to the extent required by the Code or the rules and regulations promulgated thereunder. Such payments shall be required to be made prior to the delivery of any certificate representing such Ordinary Shares. Such payment may be made (i) by the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligation of the Company; (ii) the actual delivery by the exercising Participant to the Company of Ordinary Shares that the Participant has not acquired from the Company within six months prior to the date of exercise, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) the Company's withholding of a number of shares to be delivered upon the exercise of the Share Option, which shares so withheld have an aggregate fair market value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii).

15.9 ***Share Option Assignability***. Incentive Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution and may be exercised during the lifetime of the Participant only by the Participant or the Participant's legally authorized representative, and each Award Agreement in respect of an Incentive Share Option shall so provide. The designation by a Participant of a beneficiary will not constitute a transfer of the Share Option. The Committee may waive or modify any limitation contained in the preceding sentences of this Section 15.9 that is not required for compliance with Section 422 of the Code.

Except as otherwise provided herein, Nonqualified Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution. The Committee may, in its discretion, authorize all or a portion of a Nonqualified Share Option granted to a Participant to be on terms which permit transfer by such Participant to (i) the spouse, children or grandchildren of the Participant ("Immediate Family Members") and (ii) a trust or trusts for the exclusive benefit of such Immediate Family Members, provided that (x) there shall be no consideration for any such transfer, (y) the Award Agreement pursuant to which such Nonqualified Share Option is granted must be approved by the Committee and must expressly provide for transferability in a manner consistent with this Section, and (z) subsequent transfers of transferred Nonqualified Share Options shall be prohibited except those by will or the laws of descent and distribution.

Following any transfer, any such Nonqualified Share Option shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer, provided that for purposes of Articles 8, 9, 11, 13 and 15 hereof the term "Participant" shall be deemed to include the transferee. The events of Termination of Service shall continue to be applied with respect to the original Participant, following which the Nonqualified Share Options shall be exercisable by the transferee only to the extent and for the periods specified in the Award Agreement. The Committee and the Company shall have no obligation to inform any transferee of a Nonqualified Share Option of any expiration, termination, lapse or acceleration of such Share Option**.** The Company shall have no obligation to register with any federal or state securities commission or agency any Ordinary Shares issuable or issued under a Nonqualified Share Option that has been transferred by a Participant under this Section 15.9.

15.10 ***Use of Proceeds.*** Proceeds from the sale of Ordinary Shares pursuant to Incentives granted under this Plan shall constitute general funds of the Company.

15.11 ***Legend.*** Each certificate representing Restricted Shares issued to a Participant shall bear the following legend, or a similar legend deemed by the Company to constitute an appropriate notice of the provisions hereof (any such certificate not having such legend shall be surrendered upon demand by the Company and so endorsed):

On the face of the certificate:

> "Transfer of these shares is restricted in accordance with conditions printed on the reverse of this certificate."

On the reverse:

> "The shares evidenced by this certificate are subject to and transferrable only in accordance with that certain Oak Pacific Interactive 2008 Equity Incentive Plan, a copy of which is on file at the principal office of the Company. No transfer or pledge of the shares evidenced hereby may be made except in accordance with and subject to the provisions of said Plan. By acceptance of this certificate, any holder, transferee or pledgee hereof agrees to be bound by all of the provisions of said Plan."

The following legend shall be inserted on a certificate evidencing Ordinary Shares issued under the Plan if the shares were not issued in a transaction registered under the applicable federal and state securities laws:

> "Shares represented by this certificate have been acquired by the holder for investment and not for resale, transfer or distribution, have been issued pursuant to exemptions from the registration requirements of applicable state and federal securities laws, and may not be offered for sale, sold or transferred other than pursuant to effective registration under such laws, or in transactions otherwise in compliance with such laws, and upon evidence satisfactory to the Company of compliance with such laws, as to which the Company may rely upon an opinion of counsel satisfactory to the Company."

A copy of this Plan shall be kept on file in the principal office of the Company.

****

IN WITNESS WHEREOF, the Company has caused this instrument to be executed as of January 31, 2008 by its Chief Executive Officer pursuant to action taken by the Board.

Oak Pacific Interactive

By: /s/ Joe Chen

Joe Chen, Chairman and Chief Executive Officer

OAK PACIFIC INTERACTIVE

2009 Equity Incentive Plan

The Oak Pacific Interactive 2009 Equity Incentive Plan (the "Plan") was adopted by the Board of Directors of Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 revision) of Cayman Islands (the "Company"), effective as of October 15, 2009.

ARTICLE 1
PURPOSE

The purpose of the Plan is to foster and promote the long-term financial success of the Company and its Subsidiaries and materially increase the value of the Company and its Subsidiaries by (a) encouraging the long-term commitment of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries, (b) motivating performance of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries by means of long-term performance related incentives, (c) encouraging and providing Employees, Consultants, and Outside Directors of the Company and its Subsidiaries with an opportunity to obtain an ownership interest in the Company, (d) attracting and retaining outstanding Employees, Consultants, and Outside Directors by providing incentive compensation opportunities, and (e) enabling participation by Employees, Consultants, and Outside Directors in the long-term growth and financial success of the Company and its Subsidiaries.

ARTICLE 2
DEFINITIONS

For the purpose of the Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

"***Award***" means the grant of any Incentive Share Option, Nonqualified Share Option, or Restricted Shares whether granted singly or in combination (each individually referred to herein as an "Incentive").

"***Award Agreement***" means a written agreement between a Participant and the Company which sets out the terms of the grant of an Award.

"***Award Period***" means the period set forth in the Award Agreement with respect to a Share Option during which the Share Option may be exercised, which shall commence on the Date of Grant and expire at the time set forth in the Award Agreement.

"***Board***" means the board of directors of the Company.

"Change of Control" means any of the following: (i) Continuing Directors cease to constitute at least fifty percent (50%) of the members of the Board; (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; (iii) any consolidation, merger or share exchange of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Ordinary Shares would be converted into cash, securities or other property; or (iv) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation) in one transaction or a series of related transactions, of all or substantially all of the assets of the Company; provided, however, that a transaction described in clause (iii) or (iv) shall not constitute a Change in Control hereunder if after such transaction (I) Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the continuing, surviving or acquiring entity, as the case may be or, if such entity has a parent entity directly or indirectly holding at least a majority of the voting power of the voting securities of the continuing, surviving or acquiring entity, Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the entity that is the ultimate parent of the continuing, surviving or acquiring entity, and (II) the continuing, surviving or acquiring entity (or the ultimate parent of such continuing, surviving or acquiring entity) assumes all outstanding Share Options under this Plan. "Continuing Directors" means Board members who (x) at the date of this Plan were directors or (y) become directors after the date of this Plan and whose election or nomination for election by the Company's shareholders was approved by a vote of a majority of the directors then in office who were directors at the date of this Plan or whose election or nomination for election was previously so approved.

"Code" means the Internal Revenue Code of 1986, as amended.

"***Committee***" means the committee appointed or designated by the Board to administer the Plan in accordance with Article 3 of this Plan.

"***Company***" means Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 revision) of Cayman Islands, and any successor entity.

"***Consultant***" means any person performing advisory or consulting services for the Company or a Subsidiary, with or without compensation, to whom the Company chooses to grant an Award in accordance with the Plan, provided that *bona fide* services must be rendered by such person and such services shall not be rendered in connection with the offer or sale of securities in a capital raising transaction.

"Corporation" means any entity that (i) is defined as a corporation under Code Section 7701 and (ii) is the Company or is in an unbroken chain of corporations (other than the Company) beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing a majority of the total combined voting power of all classes of shares in one of the other corporations in the chain. For purposes of clause (ii) hereof, an entity shall be treated as a "corporation" if it satisfies the definition of a corporation under Section 7701 of the Code.

"***Date of Grant***" means the effective date on which an Award is made to a Participant as set forth in the applicable Award Agreement.

"***Equity Securities***" means the Ordinary Shares, the Preferred Shares, any securities having voting rights in the election of the Board of Directors of the Company not contingent upon default, any securities evidencing an ownership interest in the Company, any securities convertible into or exercisable for any shares of the foregoing, and any agreement or commitment to issue any of the foregoing.

"***Employee***" means common law employee (as defined in accordance with the Regulations and Revenue Rulings then applicable under Section 3401(c) of the Code) of the Company or any Subsidiary of the Company.

"***Fair Market Value***" means, as of a particular date, (a) if the Ordinary Shares are listed on a national securities exchange, the closing sales price per Ordinary Share on the consolidated transaction reporting system for the principal securities exchange for the Ordinary Shares on that date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported, (b)if the Ordinary Shares are not so listed or quoted, such amount as may be determined by the Committee (acting on the advice of an Independent Third Party, should the Board elect in its sole discretion to utilize an Independent Third Party for this purpose), in good faith, to be the fair market value per share of Ordinary Shares.

"***Independent Third Party***" means an individual or entity independent of the Company having experience in providing investment banking or similar appraisal or valuation services and with expertise generally in the valuation of securities or other property for purposes of this Plan. The Board may utilize one or more Independent Third Parties.

*"**Incentive Share Option**"* means an incentive stock option within the meaning of Section 422 of the Code, granted pursuant to this Plan.

"***Nonpublicly Traded***" means not listed on a national securities exchange.

"***Nonqualified Share Option***" means a nonqualified stock option, granted pursuant to this Plan, which does not satisfy the requirements of Section 422 of the Code.

"***Option Price***" means the price which must be paid by a Participant upon exercise of a Share Option to purchase a share of Ordinary Shares.

"***Ordinary Share***" means the Ordinary Shares, which the Company is currently authorized to issue or may in the future be authorized to issue, or any securities into which or for which the Ordinary Shares of the Company may be converted or exchanged, as the case may be, pursuant to the terms of this Plan.

"***Outside Director***" means a director of the Company who is not an Employee.

"***Participant***" shall mean an Employee, Consultant, or Outside Director of the Company or a Subsidiary to whom an Award is granted under this Plan.

"***Plan***" means this Oak Pacific Interactive 2009 Equity Incentive Plan, as amended from time to time.

"***PRC***" means the People's Republic of China.

"***Preferred Shares***" means a preferred share of any series of US$0.01 par value in the capital of the Company having the rights attaching to it set out herein

"***Relative***" of a natural person means any spouse of such person and any parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece or great-grandparent of such person or such spouse.

"***Restricted Stock***" means Ordinary shares issued or transferred to a Participant pursuant to Section 6.5 of this Plan which are subject to restrictions or limitations set forth in this Plan and in the related Award Agreement.

"***Retirement***" means any Termination of Service solely due to retirement upon or after attainment of age sixty-five (65), or permitted early retirement as determined by the Committee.

"Share Option" means a Nonqualified Share Option or an Incentive Share Option.

"***Subsidiary***" means (i) any Corporation (as defined herein), (ii) any limited partnership, if the Company or any Corporation owns a majority of the general partnership interest and a majority of the limited partnership interests entitled to vote on the removal and replacement of the general partner, and (iii) any partnership or limited liability company, if the partners or members thereof are composed only of the Company, any Corporation or any limited partnership listed in item (ii) above. "Subsidiaries" means more than one of any such Corporations, limited partnerships, partnerships or limited liability companies.

"***Termination of Service***" occurs when a Participant who is an Employee or a Consultant of the Company or any Subsidiary shall cease to serve as an Employee or Consultant of the Company and its Subsidiaries, for any reason; or, when a Participant who is an Outside Director of the Company or a Subsidiary shall cease to serve as a director of the Company and its Subsidiaries for any reason.

"***Total and Permanent Disability***" means a Participant is qualified for long-term disability benefits under the Company's or Subsidiary's disability plan or insurance policy; or, if no such plan or policy is then in existence or if the Participant is not eligible to participate in such plan or policy, that the Participant, because of ill health, physical or mental disability or any other reason beyond his or her control, is unable to perform his or her duties of employment for a period of six (6) continuous months, as determined in good faith by the Committee; provided that, with respect to any Incentive Share Option, Total and Permanent Disability shall have the meaning given it under the rules governing Incentive Share Options under the Code.

ARTICLE 3
ADMINISTRATION

Subject to the terms of this Article 3, the Plan shall be administered by the Board or such committee of the Board as is designated by the Board to administer the Plan (the "Committee"). The Committee shall consist of not fewer than two persons. Any member of the Committee may be removed at any time, with or without cause, by resolution of the Board. Any vacancy occurring in the membership of the Committee may be filled by appointment by the Board. At any time there is no Committee to administer the Plan, any references in this Plan to the Committee shall be deemed to refer to the Board.

The Committee shall select one of its members to act as its Chairman. A majority of the Committee shall constitute a quorum, and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee.

The Committee shall determine and designate from time to time the eligible persons to whom Awards will be granted and shall set forth in each related Award Agreement, where applicable, the Award Period, the Date of Grant, and such other terms, provisions, limitations, and performance requirements, as are approved by the Committee, but not inconsistent with the Plan. The Committee shall determine whether an Award shall include one type of Incentive or two or more Incentives granted in combination**.** All decisions with respect to any Award, and the terms and conditions thereof, to be granted under the Plan to any member of the Committee shall be made solely and exclusively by the other members of the Committee, or if such member is the only member of the Committee, by the Board.

The Committee, in its discretion, shall (i) interpret the Plan, (ii) prescribe, amend, and rescind any rules and regulations necessary or appropriate for the administration of the Plan, (iii) establish performance goals for an Award and certify the extent of their achievement, (iv) make such other determinations or certifications and take such other action as it deems necessary or advisable in the administration of the Plan and (v) implement any procedures or steps or additional or different requirements as may be necessary to comply with any relevant laws of the PRC that may be applicable to this Plan, any Award pursuant to this Plan or any related documents, including but not limited to foreign exchange laws, tax laws and securities law of the PRC Any interpretation, determination, or other action made or taken by the Committee shall be final, binding, and conclusive on all interested parties.

The Committee may delegate to officers of the Company, pursuant to a written delegation, the authority to perform specified functions under the Plan. Any actions taken by any officers of the Company pursuant to such written delegation of authority shall be deemed to have been taken by the Committee.

ARTICLE 4
ELIGIBILITY

Any Employee (including an Employee who is also a director or an officer), Outside Director, or Consultant of the Company whose judgment, initiative, and efforts contributed or may be expected to contribute to the successful performance of the Company is eligible to participate in the Plan; provided that only Employees of a Corporation shall be eligible to receive Incentive Share Options. The Committee, upon its own action, may grant, but shall not be required to grant, an Award to any Employee, Outside Director, or Consultant of the Company or any Subsidiary. Awards may be granted by the Committee at any time and from time to time to new Participants, or to then Participants, or to a greater or lesser number of Participants, and may include or exclude previous Participants, as the Committee shall determine. Except as required by this Plan, Awards granted at different times need not contain similar provisions. The Committee's determinations under the Plan (including without limitation determinations of which Employees, Outside Directors, or Consultants, if any, are to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the agreements evidencing same) need not be uniform and may be made by it selectively among Participants who receive, or are eligible to receive, Awards under the Plan.

ARTICLE 5
SHARES SUBJECT TO PLAN

5.1 ***Number Available for Awards***. Subject to adjustment as provided in Articles 11 and 12 hereof, the maximum number of Ordinary Shares that may be delivered pursuant to Awards granted under this Plan is 4,389,500, provided that if an adjustment (a) is made to the Conversion Price per Series C Preferred Shares and Series D Preferred Shares pursuant to Articles 7.4(f), (h) or (i) of the Company's Memorandum and Articles of Association, or (b) pursuant to Section 2.7 of that certain Agreement and Plan of Exchange dated October 7, 2005, by and among CIAC/ChinaInterActiveCorp and the shareholders of UU International Incorporation (the "***UU Exchange Agreement***"), then the number of Ordinary Shares reserved under this Plan (the "***Reserved Option Shares***") shall be adjusted such that the number of Reserved Option Shares together with the number of options granted since the Closing Date and any Ordinary Shares issued upon exercise of options granted since the Closing Date (as defined in the Purchase Agreement) shall constitute an amount equal to five percent of TSO (as defined in the Company's Memorandum and Articles of Association). As required under U.S. Treasury Regulation Section 1.422-2(b)(3)(i), in no event will the number of Ordinary Shares that may be delivered pursuant to Incentive Stock Options granted under this Plan exceed 4,389,500 Shares to be issued may be made available from authorized but unissued Ordinary Shares, Ordinary Shares held by the Company in its treasury, or Ordinary Shares purchased by the Company on the open market or otherwise. During the term of this Plan, the Company will at all times reserve and keep available the number of Ordinary Shares that shall be sufficient to satisfy the requirements of this Plan.

5.2 ***Reuse of Shares***. Subject to Section 5.2(c), if, and to the extent:

(a) A Share Option shall expire or terminate for any reason without having been exercised in full, or in the event that a Share Option is exercised or settled in a manner such that some or all of the Ordinary Shares relating to the Share Option are not issued to the Participant (or beneficiary) (including as the result of the use of shares for withholding taxes), the Ordinary Shares subject thereto which have not become outstanding shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; in addition, with respect to any share-for-share exercise or cashless exercise pursuant to Section 8.3 or otherwise, only the "net" shares issued shall be deemed to have become outstanding for purposes of the Plan as a result thereof.

(b) Restricted Shares under the Plan are forfeited for any reason, such Restricted Shares shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; provided, however, that if any dividends paid with respect to Restricted Shares were paid to the Participant prior to the forfeiture thereof, such shares shall not be reused for grants or awards.

(c) In no event shall the number of Ordinary Shares subject to Incentive Share Options exceed, in the aggregate, three (3%) of the authorized Ordinary Shares plus shares subject to Incentive Share Options which are forfeited or terminated, or expire unexercised.

ARTICLE 6
GRANT OF AWARDS

6.1 ***In General.*** The Company shall execute an Award Agreement with a Participant after the Committee approves the issuance of an Award. Any Award granted pursuant to this Plan must be granted within ten (10) years after the date of adoption of this Plan. The Plan shall be submitted to the Company's shareholders for approval; however, the Committee may grant Awards under the Plan prior to the time of shareholder approval. Any such Award granted prior to such shareholder approval shall be made subject to such shareholder approval. The grant of an Award to a Participant shall not be deemed either to entitle the Participant to, or to disqualify the Participant from, receipt of any other Award under the Plan.

6.2 ***Share Options.*** The grant of an Award of Share Options shall be authorized by the Committee and shall be evidenced by an Award Agreement setting forth: (i) the Incentive or Incentives being granted, (ii) the total number of Ordinary Shares subject to the Incentive(s), (iii) the Option Price, (iv) the Award Period, (v) the Date of Grant, and (vi) such other terms, provisions, limitations, and performance objectives, as are approved by the Committee, but not inconsistent with the Plan.

6.3 ***Option Price.*** The Option Price for any Ordinary Shares which may be purchased under a Nonqualified Share Option for any Ordinary Shares may be less than, equal to, or greater than the Fair Market Value of the share on the Date of Grant. The Option Price for any Ordinary Shares which may be purchased under an Incentive Share Option must be at least equal to the Fair Market Value of the share on the Date of Grant; if an Incentive Share Option is granted to an Employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of shares of the Company (or any parent or Subsidiary), the Option Price shall be at least 110% of the Fair Market Value of the Ordinary Shares on the Date of Grant.

6.4 ***Maximum ISO Grants.*** The Committee may not grant Incentive Share Options under the Plan to any Employee which would permit the aggregate Fair Market Value (determined on the Date of Grant) of the Ordinary Shares with respect to which Incentive Share Options (under this and any other plan of the Company and its Subsidiaries) are exercisable for the first time by such Employee during any calendar year to exceed $100,000. To the extent any Share Option granted under this Plan which is designated as an Incentive Share Option exceeds this limit or otherwise fails to qualify as an Incentive Share Option, such Share Option (or any such portion thereof) shall be a Nonqualified Share Option. In such case, the Committee shall designate which shares will be treated as Incentive Share Option shares by causing the issuance of a separate share certificate and identifying such shares as Incentive Share Option stock on the Company's share transfer records.

6.5 ***Restricted Shares.*** If Restricted Shares are granted to or received by a Participant under an Award (including a Share Option), the Committee shall set forth in the related Award Agreement: (i) the number of Ordinary Shares awarded, (ii) the price, if any, to be paid by the Participant for such Restricted Shares, (iii) the time or times within which such Award may be subject to forfeiture, (iv) specified performance goals of the Company, a Subsidiary, any division thereof or any group of Employees of the Company, or other criteria, which the Committee determines must be met in order to remove any restrictions (including vesting) on such Award, and (v) all other terms, limitations, restrictions, and conditions of the Restricted Shares, which shall be consistent with this Plan. The provisions of Restricted Shares need not be the same with respect to each Participant. If the Committee establishes a purchase price for an Award of Restricted Shares, the Participant must accept such Award within a period of thirty (30) days (or such shorter period as the Committee may specify) after the Date of Grant by executing the applicable Award Agreement and paying such purchase price.

(a) Legend on Shares. Each Participant who is awarded or receives Restricted Shares shall be issued a share certificate or certificates in respect of such Ordinary Shares. Such certificate(s) shall be registered in the name of the Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, substantially as provided in Section 15.11 of the Plan.

The Committee may require that the share certificates evidencing shares of Restricted Shares be held in custody by the Company until the restrictions thereon shall have lapsed, and that the Participant deliver to the Committee a stock power or stock powers, endorsed in blank, relating to the shares of Restricted Shares.

(b) Restrictions and Conditions. Shares of Restricted Shares shall be subject to the following restrictions and conditions:

(i) Subject to the other provisions of this Plan and the terms of the particular Award Agreements, during such period as may be determined by the Committee commencing on the Date of Grant or the date of exercise of an Award (the "Restriction Period"), the Participant shall not be permitted to sell, transfer, pledge or assign shares of Restricted Shares. Except for these limitations, the Committee may in its sole discretion, remove any or all of the restrictions on such Restricted Shares whenever it may determine that, by reason of changes in applicable laws or other changes in circumstances arising after the date of the Award, such action is appropriate.

(ii) Except as provided in sub-paragraph (i) above or in the applicable Award Agreement, the Participant shall have, with respect to his or her Restricted Shares, all of the rights of a shareholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon. Certificates for Ordinary Shares free of restriction under this Plan shall be delivered to the Participant promptly after, and only after, the Restriction Period shall expire without forfeiture in respect of such Ordinary Shares. Certificates for the Ordinary Shares forfeited under the provisions of the Plan and the applicable Award Agreement shall be promptly returned to the Company by the forfeiting Participant. Each Award Agreement shall require that (x) each Participant, by his or her acceptance of Restricted Shares, shall irrevocably grant to the Company a power of attorney to transfer any shares so forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer, and (y) such provisions regarding returns and transfers of share certificates with respect to forfeited Ordinary Shares shall be specifically performable by the Company in a court of equity or law.

(iii) The Restriction Period of Restricted Shares shall commence on the Date of Grant or the date of exercise of an Award, as specified in the Award Agreement, and, subject to Article 12 of the Plan, unless otherwise established by the Committee in the Award Agreement setting forth the terms of the Restricted Shares, shall expire upon satisfaction of the conditions set forth in the Award Agreement; such conditions may provide for vesting based on (i) length of continuous service, (ii) achievement of specific business objectives, (iii) increases in specified indices, (iv) attainment of specified growth rates, or (v) other comparable measurements of Company performance, as may be determined by the Committee in its sole discretion.

(iv) Except as otherwise provided in the particular Award Agreement, upon Termination of Service for any reason during the Restriction Period, the nonvested shares of Restricted Shares shall be forfeited by the Participant. In the event a Participant has paid any consideration to the Company for such forfeited Restricted Shares, the Committee shall specify in the Award Agreement that either (i) the Company shall be obligated to, or (ii) the Company may, in its sole discretion, elect to, pay to the Participant, as soon as practicable after the event causing forfeiture, in cash, an amount equal to the lesser of the total consideration paid by the Participant for such forfeited shares or the Fair Market Value of such forfeited shares as of the date of Termination of Service, as the Committee, in its sole discretion shall select. Upon any forfeiture, all rights of a Participant with respect to the forfeited shares of the Restricted Shares shall cease and terminate, without any further obligation on the part of the Company.

6.6 ***Maximum Individual Grants***. No Participant may receive during any fiscal year of the Company Awards covering an aggregate of more than one percent (1%) of the authorized Ordinary Shares.

ARTICLE 7
AWARD PERIOD; VESTING

7.1 ***Award Period.***

(a) Subject to the other provisions of this Plan, the Committee shall specify in the Award Agreement the Award Period for a Share Option. No Share Option granted under the Plan may be exercised at any time after the end of its Award Period. The Award Period for any Share Option shall be no more than ten (10) years from the Date of Grant of the Share Option. However, if an Employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of shares of the Company (or any parent or Subsidiary) and an Incentive Share Option is granted to such Employee, the Award Period of such Incentive Share Option (to the extent required by the Code at the time of grant) shall be no more than five (5) years from the Date of Grant.

(b) In the event of Termination of Service of a Participant, the Award Period for a Share Option shall be reduced or terminated in accordance with the Award Agreement.

7.2 ***Vesting.*** The Committee, in its sole discretion, may determine that an Incentive will be immediately vested in whole or in part, or that all or any portion may not be vested until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If the Committee imposes conditions upon vesting, then, subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Incentive may be vested.

ARTICLE 8
EXERCISE OF INCENTIVE

8.1 ***In General***. The Committee, in its sole discretion, may determine that a Share Option will be immediately exercisable, in whole or in part, or that all or any portion may not be exercised until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If a Share Option is exercisable prior to the time it is vested, the Ordinary Shares obtained on the exercise of the Share Option shall be Restricted Shares which is subject to the applicable provisions of the Plan and the Award Agreement. If the Committee imposes conditions upon exercise, then subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Share Option may be exercised. No Share Option may be exercised for a fractional Ordinary Shares. The granting of a Share Option shall impose no obligation upon the Participant to exercise that Share Option.

8.2 ***Securities Law and Exchange Restrictions.*** In no event may an Incentive be exercised or Ordinary Shares be issued pursuant to an Award if a necessary listing or quotation of the Ordinary Shares on a stock exchange or inter-dealer quotation system or any registration under state or federal securities laws required under the circumstances has not been accomplished.

8.3 ***Exercise of Share Option.***

(a) Notice and Payment. Subject to such administrative regulations as the Committee may from time to time adopt, a Share Option may be exercised by the delivery of written notice to the Committee setting forth the number of Ordinary Shares with respect to which the Share Option is to be exercised and the date of exercise thereof (the "Exercise Date") which shall be at least three (3) days after giving such notice unless an earlier time shall have been mutually agreed upon. On the Exercise Date, the Participant shall deliver to the Company consideration with a value equal to the total Option Price of the shares to be purchased, payable in any one of the following methods: (a) cash, check, bank draft, or money order payable to the order of the Company, (b) Ordinary Shares (including Restricted Shares) owned by the Participant on the Exercise Date, valued at its Fair Market Value on the Exercise Date, and which the Participant has not acquired from the Company within six (6) months prior to the Exercise Date, (c) if the Ordinary Shares is no longer Nonpublicly Traded, by delivery (including by FAX) to the Company or its designated agent of an executed irrevocable option exercise form together with irrevocable instructions from the Participant to a broker or dealer, reasonably acceptable to the Company, to sell certain of the Ordinary Shares purchased upon exercise of the Share Option or to pledge such shares as collateral for a loan and promptly deliver to the Company the amount of sale or loan proceeds necessary to pay such purchase price, and/or (d) in any other form of valid consideration that is acceptable to the Committee in its sole discretion. In the event that shares of Restricted Shares are tendered as consideration for the exercise of a Share Option, a number of Ordinary Shares issued upon the exercise of the Share Option equal to the value of Restricted Shares used as consideration therefor shall be subject to the same restrictions and provisions as the Restricted Shares so tendered. The Committee may take all actions necessary to alter the method of exercise of the Share Option and the exchange and transmittal of proceeds with respect to Participants who are residents in the PRC in order to comply with applicable PRC foreign exchange and tax regulations and any other applicable PRC laws and regulations.

(b) Issuance of Certificate. Except as otherwise provided in Section 6.5 hereof (with respect to shares of Restricted Shares) or in the applicable Award Agreement, upon payment of all amounts due from the Participant, the Company shall cause certificates for the Ordinary Shares then being purchased to be delivered as directed by the Participant (or the person exercising the Participant's Share Option in the event of his death) at its principal business office promptly after the Exercise Date; provided that if the Participant has exercised an Incentive Share Option, the Company may at its option retain physical possession of the certificate evidencing the shares acquired upon exercise until the expiration of the holding periods described in Section 422(a)(1) of the Code. The obligation of the Company to deliver Ordinary Shares shall, however, be subject to the condition that, if at any time the Committee shall determine in its discretion that the listing, registration, or qualification of the Share Option or the Ordinary Shares upon any securities exchange or inter-dealer quotation system or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the Share Option or the issuance or purchase of Ordinary Shares thereunder, the Share Option may not be exercised in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not reasonably acceptable to the Committee.

(c) Failure to Pay. If the Participant fails to pay for any of the Ordinary Shares specified in such notice or fails to accept delivery thereof, the Participant's Share Option and right to purchase such Ordinary Shares may be forfeited by the Company.

8.4 ***Disqualifying Disposition of Incentive Share Option.*** If Ordinary Shares acquired upon exercise of an Incentive Share Option are disposed of by a Participant prior to the expiration of either two (2) years from the Date of Grant of such Share Option or one (1) year from the transfer of Ordinary Shares to the Participant pursuant to the exercise of such Share Option, or in any other disqualifying disposition within the meaning of Section 422 of the Code, such Participant shall notify the Company in writing of the date and terms of such disposition. A disqualifying disposition by a Participant shall not affect the status of any other Share Option granted under the Plan as an Incentive Share Option within the meaning of Section 422 of the Code.

ARTICLE 9
AMENDMENT OR DISCONTINUANCE

Subject to the limitations set forth in this Article 9, the Board may at any time and from time to time, without the consent of the Participants, alter, amend, revise, suspend, or discontinue the Plan in whole or in part; provided, however, that no amendment which requires shareholder approval in order for the Plan and Incentives awarded under the Plan to continue to comply with Sections 162(m), 421, and 422 of the Code, including any successors to such Sections, shall be effective unless such amendment shall be approved by the requisite vote of the shareholders of the Company entitled to vote thereon. Any such amendment shall, to the extent deemed necessary or advisable by the Committee, be applicable to any outstanding Incentives theretofore granted under the Plan, notwithstanding any contrary provisions contained in any Award Agreement. In the event of any such amendment to the Plan, the holder of any Incentive outstanding under the Plan shall, upon request of the Committee and as a condition to the exercisability thereof, execute a conforming amendment in the form prescribed by the Committee to any Award Agreement relating thereto. Notwithstanding anything contained in this Plan to the contrary, unless required by law, no action contemplated or permitted by this Article 9 shall adversely affect any rights of Participants or obligations of the Company to Participants with respect to any Incentive theretofore granted under the Plan without the consent of the affected Participant.

ARTICLE 10
TERM

The Plan shall be effective from the date that this Plan is approved by the Board. Unless sooner terminated by action of the Board, the Plan will terminate on December 31, 2019, but Incentives granted before that date will continue to be effective in accordance with their terms and conditions.

ARTICLE 11
CAPITAL ADJUSTMENTS

In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Ordinary Shares, other securities, or other property), recapitalization, stock split, reverse stock split, rights offering, reorganization, merger, consolidation, split-up, spin-off, split-off, combination, subdivision, repurchase, or exchange of Ordinary Shares or other securities of the Company, issuance of warrants or other rights to purchase Ordinary Shares or other securities of the Company, or other similar corporate transaction or event affects the Ordinary Shares such that an adjustment is determined by the Committee to be appropriate to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of the (i) the number of shares and type of Ordinary Shares (or the securities or property) which thereafter may be made the subject of Awards,(ii) the number of shares and type of Ordinary Shares (or other securities or property) subject to outstanding Awards,(iii) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (iv) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (v) the Option Price of each outstanding Award, and (v) the amount, if any, the Company pays for forfeited Ordinary Shares in accordance with Section 6.5; provided however, that the number of Ordinary Shares (or other securities or property) subject to any Award shall always be a whole number. In lieu of the foregoing, if deemed appropriate, the Committee may make provision for a cash payment to the holder of an outstanding Award. Notwithstanding the foregoing, no such adjustment or cash payment shall be made or authorized to the extent that such adjustment or cash payment would cause the Plan or any Share Option to violate Code Section 422. Such adjustments shall be made in accordance with the rules of any securities exchange, stock market, or stock quotation system to which the Company is subject.

Upon the occurrence of any such adjustment or cash payment, the Company shall provide notice to each affected Participant of its computation of such adjustment or cash payment which shall be conclusive and shall be binding upon each such Participant.

ARTICLE 12
RECAPITALIZATION, MERGER AND CONSOLIDATION

12.1 ***No Effect on Company's Authority.*** The existence of this Plan and Incentives granted hereunder shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure and its business, or any merger or consolidation of the Company, or any issuance of bonds, debentures, preferred or preference shares ranking prior to or otherwise affecting the Ordinary Shares or the rights thereof (or any rights, options, or warrants to purchase same), or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12.2 ***Conversion of Incentives Where Company Survives.*** Subject to any required action by the shareholders, if the Company shall be the surviving or resulting corporation in any merger, consolidation or share exchange, any Incentive granted hereunder shall pertain to and apply to the securities or rights (including cash, property, or assets) to which a holder of the number of Ordinary Shares subject to the Incentive would have been entitled.

12.3 ***Exchange or Cancellation of Incentives Where Company Does Not Survive.*** In the event of any merger, consolidation or share exchange pursuant to which the Company is not the surviving or resulting corporation, there shall be substituted for each Ordinary Shares subject to the unexercised portions of outstanding Share Options, that number of shares of each class of shares or other securities or that amount of cash, property, or assets of the surviving, resulting or consolidated company which were distributed or distributable to the shareholders of the Company in respect to each Ordinary Shares held by them, such outstanding Share Options to be thereafter exercisable for such shares, securities, cash, or property in accordance with their terms.

Notwithstanding the foregoing, however, all Share Options may be canceled by the Company as of the effective date of any such reorganization, merger, consolidation, or share exchange, or any dissolution or liquidation of the Company, by giving notice to each holder thereof or his personal representative of its intention to do so and by permitting the purchase during the thirty (30) day period next preceding such effective date of all of the Ordinary Shares (whether or not vested) subject to such outstanding Share Options.

ARTICLE 13
LIQUIDATION OR DISSOLUTION

Subject to Section 12.3 hereof, in case the Company shall, at any time while any Incentive under this Plan shall be in force and remain unexpired, (i) sell all or substantially all of its property, or (ii) dissolve, liquidate, or wind up its affairs, then each Participant shall be entitled to receive, in lieu of each Ordinary Shares of the Company which such Participant would have been entitled to receive under the Incentive, the same kind and amount of any securities or assets as may be issuable, distributable, or payable upon any such sale, dissolution, liquidation, or winding up with respect to each Ordinary Shares of the Company. If the Company shall, at any time prior to the expiration of any Incentive, make any partial distribution of its assets, in the nature of a partial liquidation, whether payable in cash or in kind (but excluding the distribution of a cash dividend payable out of earned surplus and designated as such) then in such event the Option Prices then in effect with respect to each Share Option shall be reduced, on the payment date of such distribution, in proportion to the percentage reduction in the tangible book value of the shares of the Company's Ordinary Shares (determined in accordance with generally accepted accounting principles) resulting by reason of such distribution.

ARTICLE 14
INCENTIVES IN SUBSTITUTION FOR INCENTIVES GRANTED BY OTHER ENTITIES

Incentives may be granted under the Plan from time to time in substitution for similar instruments held by employees or directors of a corporation, partnership, or limited liability company who become or are about to become Employees or Outside Directors of the Company or any Subsidiary as a result of a merger or consolidation of the employing corporation with the Company, the acquisition by the Company of equity of the employing entity, or any other similar transaction pursuant to which the Company becomes the successor employer. The terms and conditions of the substitute Incentives so granted may vary from the terms and conditions set forth in this Plan to such extent as the Committee at the time of grant may deem appropriate to conform, in whole or in part, to the provisions of the Incentives in substitution for which they are granted.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 ***Investment Intent.*** The Company may require that there be presented to and filed with it by any Participant under the Plan, such evidence as it may deem necessary to establish that the Incentives granted or the Ordinary Shares to be purchased or transferred are being acquired for investment and not with a view to their distribution.

15.2 ***Nonpublicly Traded Ordinary Shares.*** In the event a Participant receives, as Restricted Shares or pursuant to the exercise of a Share Option, Ordinary Shares that are Nonpublicly Traded (as defined herein), the Committee may impose restrictions and conditions on the transfer or other disposition of those shares. The restrictions and conditions may be reflected in the Award Agreement or in a separate shareholders' agreement.

15.3 ***No Right to Continued Employment.*** Neither the Plan nor any Incentive granted under the Plan shall confer upon any Participant any right with respect to continuance of employment by the Company or any Subsidiary.

15.4 ***Indemnification of Board and Committee.*** No member of the Board or the Committee, nor any officer or Employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board and the Committee, each officer of the Company, and each Employee of the Company acting on behalf of the Board or the Committee shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination, or interpretation.

15.5 ***Effect of the Plan.*** Neither the adoption of this Plan nor any action of the Board or the Committee shall be deemed to give any person any right to be granted an Award or any other rights except as may be evidenced by an Award Agreement, or any amendment thereto, duly authorized by the Committee and executed on behalf of the Company, and then only to the extent and upon the terms and conditions expressly set forth therein.

15.6 ***Compliance With Other Laws and Regulations.*** Notwithstanding anything contained herein to the contrary, the Company shall not be required to sell or issue Ordinary Shares under any Incentive if the issuance thereof would constitute a violation by the Participant or the Company of any provisions of any law or regulation of any governmental authority or any national securities exchange or inter-dealer quotation system or other forum in which Ordinary Shares are quoted or traded; and, as a condition of any sale or issuance of Ordinary Shares under an Incentive, the Committee may require such agreements or undertakings, if any, as the Committee may deem necessary or advisable to assure compliance with any such law or regulation. The Plan, the grant and exercise of Incentives hereunder, and the obligation of the Company to sell and deliver Ordinary Shares, shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

15.7 ***Lock-up Agreement.*** The Company may require that an Award Agreement include a provision requiring a Participant to agree that in connection with an underwritten public offering of Ordinary Shares, upon the request of the Company or the principal underwriter managing such public offering, no Ordinary Shares received by the Participant under such Award Agreement may be sold, offered for sale or otherwise disposed of without the prior written consent of the Company or such underwriter, as the case may be, for at least 180 days after the effectiveness of the registration statement filed in connection with such offering, or such longer period of time as the Board may determine, if all of the Company's directors and officers agree to be similarly bound. The obligations under this Section 15.7 shall remain effective for all underwritten public offerings with respect to which the Company has filed a registration statement on or before the date five (5) years after the closing of the Company's initial public offering, provided, however, that this Section 15.7 shall cease to apply to any such Ordinary Shares sold to the public pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act in a transaction that complied with the terms of the applicable Award Agreement.

15.8 ***Tax Requirements.*** The Company shall have the right to deduct from all amounts hereunder paid in cash or other form, any federal, state, or local taxes required by law (including taxes in the PRC where applicable) to be withheld with respect to such payments. The Participant receiving Ordinary Shares issued under the Plan shall be required to pay the Company the amount of any taxes which the Company is required to withhold with respect to such Ordinary Shares (including the sale of Ordinary Shares as may be required to comply with foreign exchange rules in the PRC for Participants resident in the PRC) Notwithstanding the foregoing, in the event of an assignment of a Nonqualified Share Option pursuant to Section 15.9, the Participant who assigns the Nonqualified Share Option shall remain subject to withholding taxes upon exercise of the Nonqualified Share Option by the transferee to the extent required by the Code or the rules and regulations promulgated thereunder. Such payments shall be required to be made prior to the delivery of any certificate representing such Ordinary Shares. Such payment may be made (i) by the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligation of the Company; (ii) the actual delivery by the exercising Participant to the Company of Ordinary Shares that the Participant has not acquired from the Company within six months prior to the date of exercise, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) the Company's withholding of a number of shares to be delivered upon the exercise of the Share Option, which shares so withheld have an aggregate fair market value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii).

15.9 ***Share Option Assignability***. Incentive Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution and may be exercised during the lifetime of the Participant only by the Participant or the Participant's legally authorized representative, and each Award Agreement in respect of an Incentive Share Option shall so provide. The designation by a Participant of a beneficiary will not constitute a transfer of the Share Option. The Committee may waive or modify any limitation contained in the preceding sentences of this Section 15.9 that is not required for compliance with Section 422 of the Code.

Except as otherwise provided herein, Nonqualified Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution. The Committee may, in its discretion, authorize all or a portion of a Nonqualified Share Option granted to a Participant to be on terms which permit transfer by such Participant to (i) the spouse, children or grandchildren of the Participant ("Immediate Family Members") and (ii) a trust or trusts for the exclusive benefit of such Immediate Family Members, provided that (x) there shall be no consideration for any such transfer, (y) the Award Agreement pursuant to which such Nonqualified Share Option is granted must be approved by the Committee and must expressly provide for transferability in a manner consistent with this Section, and (z) subsequent transfers of transferred Nonqualified Share Options shall be prohibited except those by will or the laws of descent and distribution.

Following any transfer, any such Nonqualified Share Option shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer, provided that for purposes of Articles 8, 9, 11, 13 and 15 hereof the term "Participant" shall be deemed to include the transferee. The events of Termination of Service shall continue to be applied with respect to the original Participant, following which the Nonqualified Share Options shall be exercisable by the transferee only to the extent and for the periods specified in the Award Agreement. The Committee and the Company shall have no obligation to inform any transferee of a Nonqualified Share Option of any expiration, termination, lapse or acceleration of such Share Option**.** The Company shall have no obligation to register with any federal or state securities commission or agency any Ordinary Shares issuable or issued under a Nonqualified Share Option that has been transferred by a Participant under this Section 15.9.

15.10 ***Use of Proceeds.*** Proceeds from the sale of Ordinary Shares pursuant to Incentives granted under this Plan shall constitute general funds of the Company.

15.11 ***Legend.*** Each certificate representing Restricted Shares issued to a Participant shall bear the following legend, or a similar legend deemed by the Company to constitute an appropriate notice of the provisions hereof (any such certificate not having such legend shall be surrendered upon demand by the Company and so endorsed):

On the face of the certificate:

"Transfer of these shares is restricted in accordance with conditions printed on the reverse of this certificate."

On the reverse:

> "The shares evidenced by this certificate are subject to and transferrable only in accordance with that certain Oak Pacific Interactive 2009 Equity Incentive Plan, a copy of which is on file at the principal office of the Company. No transfer or pledge of the shares evidenced hereby may be made except in accordance with and subject to the provisions of said Plan. By acceptance of this certificate, any holder, transferee or pledgee hereof agrees to be bound by all of the provisions of said Plan."

The following legend shall be inserted on a certificate evidencing Ordinary Shares issued under the Plan if the shares were not issued in a transaction registered under the applicable federal and state securities laws:

> "Shares represented by this certificate have been acquired by the holder for investment and not for resale, transfer or distribution, have been issued pursuant to exemptions from the registration requirements of applicable state and federal securities laws, and may not be offered for sale, sold or transferred other than pursuant to effective registration under such laws, or in transactions otherwise in compliance with such laws, and upon evidence satisfactory to the Company of compliance with such laws, as to which the Company may rely upon an opinion of counsel satisfactory to the Company."

A copy of this Plan shall be kept on file in the principal office of the Company.

****

IN WITNESS WHEREOF, the Company has caused this instrument to be executed as of October __, 2009 by its Chief Executive Officer pursuant to action taken by the Board.

Oak Pacific Interactive

By: /s/ Joe Chen
Joe Chen, Chairman and Chief Executive Officer

Exhibit 10.4

RENREN INC.

2011 SHARE INCENTIVE PLAN

(Adopted by the board of directors on April 14, 2011 and approved by the shareholders on April 14, 2011.)

ARTICLE 1

PURPOSE

The purpose of the Renren Inc. Share Incentive Plan (the "Plan") is to promote the success and enhance the value of Renren Inc., an exempted company formed under the laws of the Cayman Islands (the "Company") by linking the personal interests of the members of the Board, Employees and Consultants to those of the Company's shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company's shareholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of members of the Board, Employees and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent.

ARTICLE 2

DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates, and vice versa.

2.1 "Applicable Laws" means the legal requirements relating to the Plan and the Awards under applicable provisions of the corporate, securities, tax and other laws, rules, regulations and government orders, and the rules of any applicable stock exchange or national market system, of any jurisdiction applicable to Awards.

2.2 "Award" means an Option, Restricted Share or Restricted Share Units award granted to a Participant pursuant to the Plan.

2.3 "Award Agreement" means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.

2.4 "Board" means the board of directors of the Company.

2.5 "Change of Control" means a change in ownership or control of the Company after the Registration Date effected through either of the following transactions:

(a) the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's shareholders which a majority of the Incumbent Board (as defined below) who are not affiliates or associates of the offeror under Rule 12b-2 promulgated under the Exchange Act do not recommend such shareholders accept; or

(b) the individuals who, as of the Effective Date, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least fifty percent (50%) of the Board; provided that if the election, or nomination for election by the Company's shareholders, of any new member of the Board is approved by a vote of at least fifty percent (50%) of the Incumbent Board, such new member of the Board shall be considered as a member of the Incumbent Board.

2.6 "Code" means the Internal Revenue Code of 1986 of the United States, as amended.

2.7 "Committee" means the committee of the Board described in Article 9.

2.8 "Consultant" means any consultant or adviser if: (a) the consultant or adviser renders bona fide services to a Service Recipient; (b) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities; and (c) the consultant or adviser is a natural person who has contracted directly with the Service Recipient to render such services.

2.9 "Corporate Transaction" means any of the following transactions, provided, however, that the Committee shall determine under (d) and (e) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(a) an amalgamation, arrangement or consolidation or scheme of arrangement in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated;

(b) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(c) the complete liquidation or dissolution of the Company;

(d) any reverse takeover or series of related transactions culminating in a reverse takeover (including, but not limited to, a tender offer followed by a reverse takeover) in which the Company is the surviving entity but (A) the equity securities of the Company outstanding immediately prior to such takeover are converted or exchanged by virtue of the takeover into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such takeover or the initial transaction culminating in such takeover, but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; or

(e) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction.

2.10 "Disability" means that the Participant qualifies to receive long-term disability payments under the Service Recipient's long-term disability insurance program, as it may be amended from time to time, to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Service Recipient to which the Participant provides service does not have a long-term disability plan in place, "Disability" means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion.

2.11 "Effective Date" shall have the meaning set forth in Section 10.1.

2.12 "Employee" means any person, including an officer or member of the Board of the Company or any Parent or Subsidiary of the Company, who is in the employment of a Service Recipient, subject to the control and direction of the Service Recipient as to both the work to be performed and the manner and method of performance. The payment of a director's fee by a Service Recipient shall not be sufficient to constitute "employment" by the Service Recipient.

2.13 "Exchange Act" means the Securities Exchange Act of 1934 of the United States, as amended.

2.14 "Fair Market Value" means, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on one or more established stock exchanges or national market systems, including without limitation, The New York Stock Exchange, its Fair Market Value shall be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Shares are listed (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable;

(b) If the Shares are regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such shares as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Shares on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(c) In the absence of an established market for the Shares of the type described in (a) and (b), above, the Fair Market Value thereof shall be determined by the Committee in good faith and in its discretion by reference to (i) the placing price of the latest private placement of the Shares and the development of the Company's business operations and the general economic and market conditions since such latest private placement, (ii) other third party transactions involving the Shares and the development of the Company's business operation and the general economic and market conditions since such sale, (iii) an independent valuation of the Shares, or (iv) such other methodologies or information as the Committee determines to be indicative of Fair Market Value and relevant.

2.15 "Incentive Share Option" means an Option that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.16 "Independent Director" means (i) before the Shares or other securities representing the Shares are listed on a stock exchange, a member of the Board who is not an Employee of the Company; and (ii) after the Shares or other securities representing the Shares are listed on a stock exchange, a member of the Board who meets the independence standards under the applicable corporate governance rules of such stock exchange.

2.17 "Non-Qualified Share Option" means an Option that is not intended to be an Incentive Share Option.

2.18 "Option" means a right granted to a Participant pursuant to Article 5 of the Plan to purchase a specified number of Shares at a specified price during specified time periods. An Option may be either an Incentive Share Option or a Non-Qualified Share Option.

2.19 "Participant" means a person who, as a member of the Board, Consultant or Employee, has been granted an Award pursuant to the Plan.

2.20 "Parent" means a parent corporation under Section 424(e) of the Code.

2.21 "Plan" means this Renren Inc. 2011 Share Incentive Plan, as it may be amended from time to time.

2.22 "Related Entity" means any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or Subsidiary of the Company holds a substantial ownership interest, directly or indirectly, but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.

2.23 "Restricted Share" means a Share awarded to a Participant pursuant to Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture.

2.24 "Restricted Share Unit" means the right granted to a Participant pursuant to Article 6 to receive a Share at a future date.

2.25 "Securities Act" means the Securities Act of 1933 of the United States, as amended.

2.26 "Service Recipient" means the Company, any Parent or Subsidiary of the Company and any Related Entity to which a Participant provides services as an Employee, a Consultant or a Director.

2.27 "Share" means the Class A Ordinary Shares of the Company, par value $0.001 per share, and such other securities of the Company that may be substituted for Shares pursuant to Article 8.

2.28 "Subsidiary" means any corporation or other entity of which a majority of the outstanding voting shares or voting power is beneficially owned directly or indirectly by the Company. For purposes of this Plan, Subsidiary shall also include any consolidated variable interest entities and subsidiaries of the consolidated variable interest entities of the Company.

2.29 "Trading Date" means the closing of the first sale to the general public of the Shares pursuant to an effective registration statement under applicable laws, which results in the Shares being publicly traded on one or more established stock exchanges or national market systems.

ARTICLE 3

SHARES SUBJECT TO THE PLAN

3.1 Number of Shares.

(a) Subject to the provisions of Article 8 and Section 3.1(b), the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Share Options) is 65,014,158 Shares.

(b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by the Company or any Parent or Subsidiary of the Company shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). Notwithstanding the provisions of this Section 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Share Option to fail to qualify as an incentive share option under Section 422 of the Code.

3.2 Shares Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury shares (if permitted by Applicable Laws after the date hereof) or Shares purchased on the open market. Additionally, in the discretion of the Committee, American Depository Shares in an amount equal to the number of Shares which otherwise would be distributed pursuant to an Award may be distributed in lieu of Shares in settlement of any Award. If the number of Shares represented by an American Depository Share is other than on a one-to-one basis, the limitations of Section 3.1 shall be adjusted to reflect the distribution of American Depository Shares in lieu of Shares.

ARTICLE 4

ELIGIBILITY AND PARTICIPATION

4.1 Eligibility. Persons eligible to participate in this Plan include Employees, Consultants, and all members of the Board, as determined by the Committee.

4.2 Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from among all eligible individuals, those to whom Awards shall be granted and shall determine the nature and amount of each Award. No individual shall have any automatic right to be granted an Award pursuant to this Plan.

4.3 Jurisdictions. In order to assure the viability of Awards granted to Participants employed in various jurisdictions, the Committee may provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom applicable in the jurisdiction in which the Participant resides or is employed. Moreover, the Committee may approve such supplements to, or amendments, restatements, or alternative versions of, the Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of the Plan as in effect for any other purpose; *provided*, *however*, that no such supplements, amendments, restatements, or alternative versions shall increase the share limitations contained in Section 3.1 of the Plan. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any Applicable Laws.

ARTICLE 5

OPTIONS

5.1 General. Subject to Article 9, the Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Committee and set forth in the Award Agreement and may be a fixed or variable price related to the Fair Market Value of the Shares. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive, provided that such price shall not be lower than the par value of the Shares. For the avoidance of doubt, to the extent not prohibited by Applicable Laws, a downward adjustment of the exercise prices of Options mentioned in the preceding sentence shall be effective without the approval of the Company's shareholders or the approval of the affected Participants.

(b) Time and Conditions of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part, including exercise prior to vesting; *provided* that the term of any Option granted under the Plan shall not exceed ten years, except as provided in Section 11.1. The Committee shall also determine the conditions, if any, that must be satisfied before all or part of an Option may be exercised.

(c) Payment. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation (i) cash or check denominated in U.S. Dollars, (ii) to the extent permissible under the Applicable Laws, cash or check in Chinese Renminbi, (iii) cash or check denominated in any other local currency as approved by the Committee, (iv) Shares held for such period of time as may be required by the Committee in order to avoid adverse financial accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof, (v) after the Trading Date the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company upon settlement of such sale, (vi) other property acceptable to the Committee with a Fair Market Value equal to the exercise price, (vii) cashless exercise; or (viii) any combination of the foregoing. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a member of the Board or an "executive officer" of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to pay the exercise price of an Option in any method which would violate Section 13(k) of the Exchange Act.

(d) Evidence of Grant. All Options shall be evidenced by an Award Agreement between the Company and the Participant. The Award Agreement shall include such additional provisions as may be specified by the Committee.

5.2 Incentive Share Options. Incentive Share Options may be granted to Employees of the Company or of a Parent or Subsidiary of the Company. Incentive Share Options may not be granted to Employees of a Related Entity or to Independent Directors or Consultants. The terms of any Incentive Share Options granted pursuant to the Plan, in addition to the requirements of Section 5.1, must comply with the following additional provisions of this Section 5.2:

(a) Expiration of Option. An Incentive Share Option may not be exercised to any extent by anyone after the first to occur of the following events:

(i) Ten years from the date it is granted, unless an earlier time is set in the Award Agreement;

(ii) Three months after the Participant's termination of employment as an Employee; and

(iii) Upon the Participant's Disability or death, subject to Sections 7.2 and 7.3.

(b) Individual Dollar Limitation. The aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Share Options are first exercisable by a Participant in any calendar year may not exceed $100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Share Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Share Options.

(c) Ten Percent Owners. An Incentive Share Option shall be granted to any individual who, at the date of grant, owns Shares possessing more than ten percent of the total combined voting power of all classes of shares of the Company only if such Option is granted at a price that is not less than 110% of Fair Market Value on the date of grant and the Option is exercisable for no more than five years from the date of grant.

(d) Transfer Restriction. The Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Share Option within (i) two years from the date of grant of such Incentive Share Option or (ii) one year after the transfer of such Shares to the Participant.

(e) Expiration of Incentive Share Options. No Award of an Incentive Share Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(f) Right to Exercise. During a Participant's lifetime, an Incentive Share Option may be exercised only by the Participant.

ARTICLE 6

RESTRICTED SHARES

6.1 Grant of Restricted Shares. Subject to Article 9, the Committee is authorized to make Awards of Restricted Shares to any Participant selected by the Committee in such amounts and subject to such terms and conditions as determined by the Committee. All Awards of Restricted Shares shall be evidenced by an Award Agreement.

6.2 Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Share). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.

6.3 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the Committee may (a) provide in any Restricted Share Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.

6.4 Certificates for Restricted Shares. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

6.5 Restricted Share Units. The Committee is authorized to make Awards of Restricted Share Units to any Participant selected by the Committee in such amounts and subject to such terms and conditions as determined by the Committee. At the time of grant, the Committee shall specify the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable, and may specify such conditions to vesting as it deems appropriate. At the time of grant, the Committee shall specify the maturity date applicable to each grant of Restricted Share Units which shall be no earlier than the vesting date or dates of the Award and may be determined at the election of the grantee. On the maturity date, the Company shall, subject to Sections 7.4 and 7.5, transfer to the Participant one unrestricted, fully transferable Share for each Restricted Share Unit scheduled to be paid out on such date and not previously forfeited.

ARTICLE 7

PROVISIONS APPLICABLE TO AWARDS

7.1 Award Agreement. Awards under the Plan shall be 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 the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

7.2 Limits on Transfer. No right or interest of a Participant in any Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or a Subsidiary, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or a Subsidiary. Except as otherwise provided by the Committee, no Award shall be assigned, transferred, or otherwise disposed of by a Participant other than by will or the laws of descent and distribution. The Committee by express provision in the Award or an amendment thereto may permit an Award (other than an Incentive Share Option) to be transferred to, exercised by and paid to certain persons or entities related to the Participant, including but not limited to members of the Participant's family, charitable institutions, or trusts or other entities whose beneficiaries or beneficial owners are members of the Participant's family and/or charitable institutions, or to such other persons or entities as may be expressly approved by the Committee, pursuant to such conditions and procedures as the Committee may establish. Any permitted transfer shall be subject to the following conditions: that (a) the Committee receive evidence satisfactory to it that the transfer is being made for asset protection, estate and/or tax planning purposes (or to a "blind trust" in connection with the Participant's termination of employment or service with the Company or a Subsidiary to assume a position with a governmental, charitable, educational or similar non-profit institution) and on a basis consistent with the Company's lawful issue of securities, and (b) after the transfer, the Participant and the transferee comply with all of the original agreements and covenants granted by the Participant in favor of the Company.

7.3 Beneficiaries. If the Committee so determines, then notwithstanding Sections 5.2(a) and 7.2, a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If the Participant is married and resides in a community property state, a designation of a person other than the Participant's spouse as his or her beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written consent of the Participant's spouse. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time provided the change or revocation is filed with the Committee.

7.4 Share Certificates. Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing the Share pursuant to the exercise of any Award, unless and until the Committee has determined, with advice of counsel, that the issuance and delivery of such certificates is in compliance with all Applicable Laws, including, if applicable, the requirements of any exchange on which the Shares or securities representing the Shares are listed, quoted or traded. All Share certificates delivered pursuant to the Plan are subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply with all Applicable Laws, including, if applicable, the rules of any national securities exchange or automated quotation system on which the Shares or securities representing the Shares are listed, quoted, or traded. The Committee may place legends on any Share certificate to reference restrictions applicable to the Shares. In addition to the terms and conditions provided herein, the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Committee shall have the right to require any Participant to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Committee.

7.5 Paperless Administration. Subject to Applicable Laws, the Committee may make Awards, provide applicable disclosure and procedures for exercise of Awards by an internet website or interactive voice response system for the paperless administration of Awards.

7.6 Foreign Currency. A Participant may be required to provide evidence that any currency used to pay the exercise price of any Award were acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the event the exercise price for an Award is paid in Chinese Renminbi or other foreign currency, as permitted by the Committee, the amount payable will be determined by conversion from U.S. dollars at the official rate promulgated by the People's Bank of China for Chinese Renminbi, or for jurisdictions other than the Peoples Republic of China, the exchange rate as selected by the Committee on the date of exercise.

ARTICLE 8

CHANGES IN CAPITAL STRUCTURE

8.1 Adjustments. In the event of any share dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the Shares or the price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the grant or exercise price per share for any outstanding Awards under the Plan.

8.2 Acceleration upon a Change of Control. Except as may otherwise be provided in any Award Agreement or any other written agreement entered into by and between the Company and a Participant, if a Change of Control occurs and a Participant's Awards are not converted, assumed, or replaced by a successor, such Awards shall become fully exercisable and all forfeiture restrictions on such Awards shall lapse. Upon, or in anticipation of, a Change of Control, the Committee may in its sole discretion provide for (i) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Participant the right to exercise such Awards during a period of time as the Committee shall determine, (ii) either the purchase of any Award for an amount of cash equal to the amount that could have been attained upon the exercise of such Award or realization of the Participant's rights had such Award been currently exercisable or payable or fully vested (and, for the avoidance of doubt, if as of such date the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant' s rights, then such Award may be terminated by the Company without payment), (iii) the replacement of such Award with other rights or property selected by the Committee in its sole discretion or the assumption of or substitution of such Award by the successor or surviving corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of Shares and prices, or (iv) payment of Awards in cash based on the value of Shares on the date of the Change of Control plus reasonable interest on the Award through the date such Award would otherwise be vested or have been paid in accordance with its original terms, if necessary to comply with Section 409A of the Code.

8.3 Outstanding Awards – Corporate Transactions. In the event of a Corporate Transaction, each Award will terminate upon the consummation of the Corporate Transaction, unless the Award is assumed by the successor entity or Parent thereof in connection with the Corporate Transaction. Except as provided otherwise in an individual Award Agreement, in the event of a Corporate Transaction and:

(a) the Award either is (x) assumed by the successor entity or Parent thereof or replaced with a comparable Award (as determined by the Committee) with respect to shares of the capital stock of the successor entity or Parent thereof or (y) replaced with a cash incentive program of the successor entity which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same vesting schedule applicable to such Award, then such Award (if assumed), the replacement Award (if replaced), or the cash incentive program automatically shall become fully vested, exercisable and payable and be released from any restrictions on transfer (other than transfer restrictions applicable to Options) and repurchase or forfeiture rights, immediately upon termination of the Participant's employment or service with all Service Recipient within twelve (12) months of the Corporate Transaction without cause; and

(b) For each Award that is neither assumed nor replaced, such portion of the Award shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares at the time represented by such portion of the Award, immediately prior to the specified effective date of such Corporate Transaction, *provided* that the Participant remains an Employee, Consultant or Director on the effective date of the Corporate Transaction.

8.4 Outstanding Awards – Other Changes. In the event of any other change in the capitalization of the Company or corporate change other than those specifically referred to in this Article 8, the Committee may, in its absolute discretion, make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in the per share grant or exercise price of each Award as the Committee may consider appropriate to prevent dilution or enlargement of rights.

8.5 No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of Shares of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Committee under the Plan, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to an Award or the grant or exercise price of any Award.

ARTICLE 9

ADMINISTRATION

9.1 Committee. The Plan shall be administered by the Board or the Compensation Committee of the Board; *provided, however* that the Board or the Compensation Committee may delegate to a committee of one or more members of the Board the authority to grant or amend Awards to Participants other than senior executives of the Company. The Committee shall consist of at least two individuals, each of whom qualifies as an Independent Director. Reference to the Committee shall refer to the Board if the Compensation Committee has not been established or ceases to exist and the Board does not appoint a successor Committee. Notwithstanding the foregoing, the full Board, acting by majority of its members in office, shall conduct the general administration of the Plan if required by Applicable Laws, and with respect to Awards granted to Independent Directors and for purposes of such Awards the term "Committee" as used in the Plan shall be deemed to refer to the Board.

9.2 Action by the Committee. A majority of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present, and acts approved in writing by a majority of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

9.3 Authority of the Committee. Subject to any specific designation in the Plan, the Committee has the exclusive power, authority and discretion to:

(a) Designate Participants to receive Awards;

(b) Determine the type or types of Awards to be granted to each Participant;

(c) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;

(d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;

(e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;

(f) Prescribe the form of each Award Agreement, which need not be identical for each Participant;

(g) Decide all other matters that must be determined in connection with an Award;

(h) Establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;

(i) Interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement; and

(j) Make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan.

9.4 Decisions Binding. The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties.

ARTICLE 10

EFFECTIVE AND EXPIRATION DATE

10.1 Effective Date. The Plan is effective as of the date the Plan is approved by the Company's shareholders in accordance with the applicable provisions of the Company's Memorandum of Association and Articles of Association (the "Effective Date").

10.2 Expiration Date. The Plan will expire on, and no Award may be granted pursuant to the Plan after, the tenth anniversary of the Effective Date. Any Awards that are outstanding on the tenth anniversary of the Effective Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

ARTICLE 11

AMENDMENT, MODIFICATION, AND TERMINATION

11.1 Amendment, Modification, And Termination. With the approval of the Board, at any time and from time to time, the Committee may terminate, amend or modify the Plan; *provided*, *however*, that (a) to the extent necessary and desirable to comply with Applicable Laws, the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice as permitted under applicable stock exchange rules, and (b) unless the Company decides to follow home country practice as permitted under applicable stock exchange rules, shareholder approval is required for any amendment to the Plan that (i) increases the number of Shares available under the Plan (other than any adjustment as provided by Article 8), (ii) permits the Committee to extend the term of the Plan or the exercise period for an Option beyond ten years from the date of grant, or (iii) results in a material increase in benefits or a change in eligibility requirements.

11.2 Awards Previously Granted. Except with respect to amendments made pursuant to Section 11.1, no termination, amendment, or modification of the Plan shall adversely affect in any material way any Award previously granted pursuant to the Plan without the prior written consent of the Participant.

ARTICLE 12

GENERAL PROVISIONS

12.1 No Rights to Awards. No Participant, employee, or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Committee is obligated to treat Participants, employees, and other persons uniformly.

12.2 No Shareholders Rights. No Award gives the Participant any of the rights of a Shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

12.3 Taxes. No Shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all applicable taxes (including the Participant's payroll tax obligations) required or permitted by law to be withheld with respect to any taxable event concerning a Participant arising as a result of this Plan. The Committee may in its discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the return of Shares) having a Fair Market Value equal to the sums required to be withheld. Notwithstanding any other provision of the Plan, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award after such Shares were acquired by the Participant from the Company) in order to satisfy the Participant's income and payroll tax liabilities with respect to the issuance, vesting, exercise or payment of the Award shall, unless specifically approved by the Committee, be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for income tax and payroll tax purposes that are applicable to such supplemental taxable income.

12.4 No Right to Employment or Services. Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Service Recipient to terminate any Participant's employment or services at any time, nor confer upon any Participant any right to continue in the employment or service of any Service Recipient.

12.5 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

12.6 Indemnification. To the extent allowable pursuant to Applicable Laws, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; *provided* that he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Memorandum of Association and Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

12.7 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits pursuant to any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

12.8 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

12.9 Titles and Headings. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

12.10 Fractional Shares. No fractional shares of a Share shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional shares or whether such fractional shares shall be eliminated by rounding up or down as appropriate.

12.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan, and any Award granted or awarded to any Participant who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

12.12 Government and Other Regulations. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws and to such approvals by government agencies as may be required. The Company shall be under no obligation to register any of the Shares paid pursuant to the Plan under the Securities Act or any other similar law in any applicable jurisdiction. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act or other Applicable Laws, the Company may restrict the transfer of such shares in such manner as it deems advisable to ensure the availability of any such exemption.

12.13 Governing Law; Dispute Resolution. The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the Cayman Islands. Any dispute, controversy or claim arising out of or relating to the Plan and all Award Agreements, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Section 12.13. The appointing authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English.

12.14 Section 409A of the Code. To the extent that the Committee determines that any Award granted under the Plan is or may become subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and the Award Agreements shall be interpreted in accordance with Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Committee determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Committee may adopt such amendments to the Plan and the applicable Award agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and /or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance.

12.15 Appendices. The Committee may approve such supplements, amendments or appendices to the Plan as it may consider necessary or appropriate for purposes of compliance with Applicable Laws or otherwise and such supplements, amendments or appendices shall be considered a part of the Plan; *provided*, *however*, that no such supplements shall increase the share limitations contained in Section 3.1 of the Plan.

* * * * *

I hereby certify that the foregoing Plan was duly approved and adopted by the Board on _____, 2011.

* * * * *

I hereby certify that the foregoing Plan was duly approved by the shareholders of the Company on _____, 2011.

Executed on this day of , 2011.

Chief Executive Officer

Exhibit 10.5

FORM OF INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "**Agreement**") dated as of _____, 20__, by and between Renren Inc., an exempted Cayman Islands company (the "**Company**") and _____, a [director and/or executive officer] of the Company (the "**Indemnitee**").

WHEREAS, it is essential to the Company that it be able to retain and attract the most capable persons available as directors and officers;

WHEREAS, increased corporate litigation has subjected directors and officers to litigation risks and expenses, and the limitations on the availability of directors and officers liability insurance have made it increasingly difficult for the Company to attract and retain such persons;

WHEREAS, the Company's governing documents require it to indemnify its directors and officers to the fullest extent permitted by law and permit it to make other indemnification arrangements and agreements; and

WHEREAS, the Company desires to provide the Indemnitee with specific contractual assurance of the Indemnitee's rights to full indemnification against litigation risks and expenses (regardless of any amendment to or revocation of the Company's governing documents or any change in the ownership of the Company or the composition of its Board of Directors).

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. Indemnification.

(a) Indemnification of Expenses.

(i) Third-Party Claims. Subject to Section 8 below, the Company shall indemnify and hold harmless the Indemnitee to the fullest extent permitted by law if the Indemnitee was or is or becomes a party to or witness in, or is threatened to be made a party to or witness in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation that such Indemnitee reasonably believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other (hereinafter a "**Claim**") (other than an action by right of the Company) by reason of the fact that the Indemnitee is or was a director or officer of the Company, or any subsidiary or affiliated entity of the Company, or is or was serving at the request of the Company as a director or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of the Indemnitee while serving in such capacity (hereinafter, an "**Agent**") or as a direct or indirect result of any Claim made by any shareholder of the Company against the Indemnitee and arising out of or related to any round of financing of the Company (including but not limited to Claims regarding non-participation, or non-pro rata participation, in such round by such shareholder), or made by a third party against the Indemnitee based on any misstatement or omission of a material fact by the Company in violation of any duty of disclosure imposed on the Company by securities or common laws (hereinafter an "**Indemnification Event**") against any and all expenses (including attorneys' fees and all other costs, expenses and obligations), judgments, fines, penalties and amounts paid in settlement (if, and only if, such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) (the "**Expenses**") actually and reasonably incurred by the Indemnitee in connection with investigating, attempting to amicably resolve, preparing for, defending or participating in (including on appeal) such Claim if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(ii) Derivative Actions. If the Indemnitee is a person who was or is a party or is threatened to be made a party to any Claim by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was an Agent of the Company, or by reason of anything done or not done by him or her in any such capacity, the Company shall indemnify the Indemnitee against any amounts paid in settlement of any such Claim and all Expenses actually and reasonably incurred by him or her in connection with investigating, attempting to amicably resolve, prepraring for, defending, settling or appealing such Claim if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company; except that no indemnification under this subsection shall be made in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable to the Company by a court of competent jurisdiction due to willful misconduct or gross negligence in the performance of his or her duty to the Company, unless and only to the extent that the court in which such proceeding was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such amounts the court may deem proper.

(b) Reviewing Party. Notwithstanding the foregoing, (i) the obligations of the Company under Section 1(a) shall be subject to the condition that the Reviewing Party (as defined in Section 10(e) hereof) shall not have determined that the Indemnitee would not be permitted to be indemnified under applicable law or pursuant to Section 8 hereof, and (ii) the Indemnitee acknowledges and agrees that the obligation of the Company to make an advance payment of Expenses to the Indemnitee pursuant to Section 2(a) (an "**Expense Advance**") shall be subject to the condition that, if, when and to the extent that the Reviewing Party determines that the Indemnitee would not be permitted to be so indemnified under applicable law or Section 8 hereof, the Company shall be entitled to be reimbursed by the Indemnitee (who hereby agrees to promptly reimburse the Company) for all such amounts theretofore paid; provided, however, that if the Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that the Indemnitee should be indemnified under applicable law or Section 8 hereof, any determination made by the Reviewing Party that the Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and the Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). The Indemnitee's obligation to reimburse the Company for any Expense Advance shall be unsecured and no interest shall be charged thereon. If there has not been a Change in Control (as defined in Section 10(c) hereof), the Reviewing Party shall be selected by a majority of the Board of Directors (excluding the Indemnitee who is a director), and if there has been such a Change in Control (other than a Change in Control which has been approved by a majority of the Company's Board of Directors (other than the Indemnitee who is a director) who were directors immediately prior to such Change in Control), the Reviewing Party shall be the Independent Legal Counsel referred to in Section 1(e) hereof. If there has been no determination by the Reviewing Party or if the Reviewing Party determines that the Indemnitee substantively would not be permitted to be indemnified in whole or in part under applicable law or Section 8 hereof, the Indemnitee shall have the right to commence litigation seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party otherwise shall be conclusive and binding on the Company and the Indemnitee.

(c) Contribution. If the indemnification provided for in Section 1(a) above is, for any reason other than the statutory limitations of applicable law or as provided in Section 8, held by a court of competent jurisdiction to be unavailable to the Indemnitee in respect of any losses, claims, damages, expenses or liabilities in which the Company is jointly liable with the Indemnitee, as the case may be (or would be jointly liable if joined), then the Company, in lieu of indemnifying the Indemnitee thereunder, shall contribute to the amount actually and reasonably incurred and paid or payable by the Indemnitee as a result of such losses, claims, damages, expenses or liabilities in such proportion as is appropriate to reflect (i) the relative benefits received by the Company and the Indemnitee, and (ii) the relative fault of the Company and the Indemnitee in connection with the action or inaction that resulted in such losses, claims, damages, expenses or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company and the Indemnitee shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such losses, claims, damages, expenses or liabilities.

The Company and the Indemnitee agree that it would not be just and equitable if contribution pursuant to this Section 1(c) were determined by pro rata or per capita allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the U.S. Securities Act of 1933, as amended (the "**Securities Act**")) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

(d) Survival Regardless of Investigation. The indemnification and contribution provided for in this Section 1 will remain in full force and effect regardless of any investigation made by or on behalf of the Indemnitee.

(e) Change in Control. The Company agrees that if there is a Change in Control of the Company (other than a Change in Control which has been approved by a majority of the Company's Board of Directors who were directors immediately prior to such Change in Control) then, with respect to all matters thereafter arising concerning the rights of Indemnitee to payments of Expenses under this Agreement, any other agreement or under the Company's Memorandum and Articles of Association, as amended (the "**M&A**"), Independent Legal Counsel (as defined in Section 10(d) hereof) shall be selected by the Indemnitee and approved by the Company (which approval shall not be unreasonably withheld). The Company agrees to abide by the determination of the Independent Legal Counsel and to pay the reasonable fees of the Independent Legal Counsel referred to above and to fully indemnify such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement, to the extent the Indemnitee has been successful on the merits or otherwise, in the defense of any Claim referred to in Section 1(a) hereof or in the defense of any claim, issue or matter therein, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection herewith.

2. Expenses; Indemnification Procedure.

(a) Advancement of Expenses. Subject to Section 8 and except as prohibited by applicable law, the Company shall advance all Expenses incurred by the Indemnitee in connection with investigating, attempting to amicably resolve, preparing for, defending, settling or appealing any Claim to which the Indemnitee is a party or is threatened to be made a party by reason of the fact that the Indemnitee is or was an Agent of the Company or by reason of anything done or not done by him or her in any such capacity. The Indemnitee hereby undertakes to promptly repay such amounts advanced only if, and to the extent that, it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Company under the provisions of this Agreement, the M&A, applicable law or otherwise. The advances to be made hereunder shall be paid by the Company to the Indemnitee as soon as practicable but in any event no later than thirty (30) days after written demand by the Indemnitee therefor to the Company.

(b) Notice/Cooperation by Indemnitee. The Indemnitee shall give the Company notice in writing promptly after receipt of notice of commencement of any Claim, or the threat of the commencement of any Claim, made against the Indemnitee for which indemnification will or could be sought under this Agreement. Notice to the Company shall be directed to the Chief Executive Officer of the Company at the address shown on the signature page of this Agreement (or such other person and/or address as the Company shall designate in writing to the Indemnitee).

(c) No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that the Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Reviewing Party to have made a determination as to whether the Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Reviewing Party that Indemnitee had not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by the Indemnitee to secure a judicial determination that the Indemnitee should be indemnified under applicable law, shall be a defense to the Indemnitee's claim or create a presumption that the Indemnitee had not met any particular standard of conduct or did not have any particular belief. In connection with any determination by the Reviewing Party or otherwise as to whether the Indemnitee is entitled to be indemnified hereunder, the burden of proof shall be on the Company to establish that the Indemnitee is not so entitled.

(d) Notice to Insurers. If, at the time of the receipt by the Company of a notice of a Claim pursuant to Section 2(b) hereof, the Company has liability insurance in effect which may cover such Claim, the Company shall give prompt written notice of the commencement of such Claim to the insurers in accordance with the procedures set forth in each of the policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such action, suit, proceeding, inquiry or investigation in accordance with the terms of such policies.

(e) Selection of Counsel. In the event the Company shall be obligated hereunder to pay the Expenses of any Claim, the Company shall be entitled to assume the defense of such Claim, with legal counsel reasonably approved by the Indemnitee, upon the delivery to the Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such legal counsel by the Indemnitee and the retention of such legal counsel by the Company, the Company will not be liable to the Indemnitee under this Agreement for any fees of counsel subsequently incurred by the Indemnitee with respect to the same Claim; provided that, (i) the Indemnitee shall have the right to employ the Indemnitee's legal counsel in any such Claim at the Indemnitee's expense; (ii) the Indemnitee shall have the right to employ its own legal counsel in connection with any such proceeding, at the expense of the Company, if such legal counsel serves in a review, observer, advice and counseling capacity and does not otherwise materially control or participate in the defense of such proceeding; and (iii) if (A) the employment of legal counsel by the Indemnitee has been previously authorized by the Company, (B) the Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and the Indemnitee in the conduct of any such defense, or (C) the Company shall not in fact continue to retain such legal counsel to defend such Claim, then the fees and expenses of the Indemnitee's legal counsel shall be at the expense of the Company.

3. Additional Indemnification Rights; Nonexclusivity.

(a) Scope. The Company hereby agrees to indemnify the Indemnitee to the fullest extent permitted by law (except as provided in Section 8) with respect to Claims for Indemnification Events, even if such indemnification is not specifically authorized by the other provisions of this Agreement or any other agreement, the M&A, or by statute. In the event of any change after the date of this Agreement in any applicable law, statute or rule which expands the right of a Cayman Islands company to indemnify a member of its Board of Directors or an officer, it is the intent of the parties hereto that the Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Cayman Islands company to indemnify a member of its Board of Directors or an officer, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in Section 8 hereof.

(b) Nonexclusivity. Notwithstanding anything in this Agreement, the indemnification provided by this Agreement shall be in addition to any rights to which the Indemnitee may be entitled under the M&A, any agreement, any vote of shareholders or disinterested directors, the laws of the Cayman Islands, or otherwise. Notwithstanding anything in this Agreement, the indemnification provided under this Agreement shall continue as to the Indemnitee for any action the Indemnitee took or did not take while serving in an indemnified capacity even though such Indemnitee may have ceased to serve in such capacity and such indemnification shall inure to the benefit of the Indemnitee from and after the Indemnitee's first day of service as a director or officer with the Company.

4. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy, M&A or otherwise) of the amounts otherwise indemnifiable hereunder.

5. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for any portion of Expenses incurred in connection with any Claim, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses to which the Indemnitee is entitled.

6. Mutual Acknowledgement. The Company and the Indemnitee acknowledge that in certain instances, applicable law or public policy may prohibit the Company from indemnifying its directors, officers, employees, controlling persons, agents or fiduciaries under this Agreement or otherwise.

7. Liability Insurance. To the extent the Company maintains liability insurance applicable to directors and officers, the Company shall use commercially reasonable efforts to provide that the Indemnitee shall be covered by such policies in such a manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's directors and officers.

8. Exceptions. Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Claims Under Section 16(b). To indemnify the Indemnitee for expenses and the payment of profits or an accounting thereof arising from the purchase and sale by the Indemnitee of securities in violation of the provisions of Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any similar provisions of any international, federal, state or local statutory law;

(b) Unauthorized Settlements. To indemnify the Indemnitee hereunder for any amounts paid in settlement of a proceeding unless the Company consents in advance in writing to such settlement, which consent shall not be unreasonably withheld;

(c) Unlawful Indemnification. To indemnify the Indemnitee if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. In this respect, the Company and the Indemnitee have been advised that the U.S. Securities and Exchange Commission takes the position that indemnification for liabilities arising under securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication;

(d) Fraud. To indemnify the Indemnitee if a final decision by a court having jurisdiction in the matter shall determine that the Indemnitee has committed fraud on the Company;

(e) Insurance. To indemnify the Indemnitee for which payment is actually and fully made to the Indemnitee under a valid and collectible insurance policy; or

(f) Company Contracts. To indemnify the Indemnitee with respect to any Claim related to any dispute or breach arising under any contract or similar obligation between the Company and the Indemnitee.

9. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against the Indemnitee, the Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five (5) years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five (5) year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

10. Construction of Certain Phrases.

(a) For purposes of this Agreement, references to the "**Company**" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors and officers, so that if the Indemnitee is or was or may be deemed a director or officer of such constituent corporation, or is or was or may be deemed to be serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, the Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as the Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(b) For purposes of this Agreement, references to "**other enterprises**" shall include employee benefit plans; references to "**fines**" shall include any excise taxes assessed on the Indemnitee with respect to an employee benefit plan; and references to "**serving at the request of the Company**" shall include any service as a director or officer of the Company which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or its beneficiaries; and if the Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, the Indemnitee shall be deemed to have acted in a manner "**not opposed to the best interests of the Company**" as referred to in this Agreement.

(c) For purposes of this Agreement a "**Change in Control**" shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the "**beneficial owner**" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than thirty percent (30%) of the total voting power represented by the Company's then outstanding Voting Securities, (ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company and any new director whose election by the Board of Directors or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least two-thirds (2/3) of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (iv) the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets; provided that in no event shall a Change in Control be deemed to include (A) a merger, consolidation or reorganization of the Company for the purpose of changing the Company's state of incorporation and in which there is no substantial change in the shareholders of the Company or its successor (as the case may be), or (B) the Company's first firm commitment underwritten public offering of any of its securities to the general public pursuant to (x) a registration statement filed under the Securities Act, or (y) the securities laws applicable to an offering of securities in another jurisdiction pursuant to which such securities will be listed on an internationally recognized securities exchange (the "**IPO**").

(d) For purposes of this Agreement, "**Independent Legal Counsel**" shall mean an attorney or firm of attorneys, selected in accordance with the provisions of Section 1(e) hereof, who shall not have otherwise performed services for the Company or the Indemnitee within the last two (2) years (other than with respect to matters concerning the right of the Indemnitee under this Agreement).

(e) For purposes of this Agreement, a "**Reviewing Party**" shall mean any appropriate person or body consisting of a member or members of the Company's Board of Directors (other than the Indemnitee who is a director) or any other person or body appointed by the Board of Directors who is not a named party to the particular Claim for which Indemnitee is seeking indemnification, or Independent Legal Counsel.

(f) For purposes of this Agreement, "**Voting Securities**" shall mean any securities of the Company that vote generally in the election of directors.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

12. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance reasonably satisfactory to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect with respect to Claims relating to Indemnifiable Events regardless of whether the Indemnitee continues to serve as a director or officer of the Company or of any other enterprise, including subsidiaries of the Company, at the Company's request.

13. Attorneys' Fees. Subject to Section 8 and except as prohibited by applicable law, in the event that any action is instituted by the Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, the Indemnitee shall be entitled to be paid all Expenses actually and reasonably incurred by the Indemnitee with respect to such action if the Indemnitee is ultimately successful in such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, the Indemnitee shall be entitled to be paid Expenses actually and reasonably incurred by the Indemnitee in defense of such action (including costs and expenses incurred with respect to the Indemnitee counterclaims and cross-claims made in such action), and shall be entitled to the advancement of Expenses with respect to such action, in each case only to the extent that the Indemnitee is ultimately successful in such action.

14. Notice. All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given (a) five (5) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one (1) business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid, or (d) one (1) day after the business day of delivery by facsimile transmission, with a copy thereof delivered by first class mail, postage prepaid. Any mail shall be directed, if addressed to the Indemnitee, at his or her address as set forth beneath his or her signature to this Agreement and, if to the Company, at the address of its principal corporate offices (attention: Chief Executive Officer), or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

15. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitations, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

16. Choice of Law. This Agreement shall be governed by and its provisions construed and enforced in accordance with the laws of the State of New York, as applied to contracts between California residents entered into and to be performed entirely within the State of New York, without regard to the conflict of laws principles thereof.

17. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

18. Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by the parties to be bound thereby. Notice of same shall be provided to all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

19. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving the Indemnitee any right to be retained in the employment or service of the Company or any of its subsidiaries or affiliated entities.

20. Corporate Authority. The Board of Directors of the Company and its shareholders in accordance with Cayman Islands law have approved the terms of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY:

Renren Inc.
a Cayman Islands exempted company

By: _____
Name:
Title:

INDEMNITEE:

_____

Name:

Address:

Exhibit 10.6

FORM OF EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of _____, 20__ by and between Renren Inc., an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company") and _____, an individual (the "Executive").

RECITALS

WHEREAS, the Company desires to employ the Executive and to assure itself of the services of the Executive during the term of Employment (as defined below) and under the terms and conditions of the Agreement;

WHEREAS, the Executive desires to be employed by the Company during the term of Employment and under the terms and conditions of the Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Company and the Executive agree as follows:

1. EMPLOYMENT

The Company hereby agrees to employ the Executive and the Executive hereby accepts such employment, on the terms and conditions hereinafter set forth (the "Employment").

2. TERM

Subject to the terms and conditions of the Agreement, the initial term of the Employment shall be _____ years, commencing on _____, _____ (the "Effective Date") and ending on _____, _____ (the "Initial Term"), unless terminated earlier pursuant to the terms of the Agreement. Upon expiration of the Initial Term of the Employment, the Employment shall be automatically extended for successive periods of _____ months each (each, an "Extension Period") unless either party shall have given 60 days advance written notice to the other party, in the manner set forth in Section 19 below, prior to the end of the Extension Period in question, that the term of this Agreement that is in effect at the time such written notice is given is not to be extended or further extended, as the case may be (the period during which this Agreement is effective being referred to hereafter as the "Term").

3. POSITION AND DUTIES

(a) During the Term, the Executive shall serve as _____ of the Company or in such other position or positions with a level of duties and responsibilities consistent with the foregoing with the Company and/or its subsidiaries and affiliates as the Board of Directors of the Company (the "Board") may specify from time to time and shall have the duties, responsibilities and obligations customarily assigned to individuals serving in the position or positions in which the Executive serves hereunder and as assigned by the Board, or if authorized by the Board, by the Company's Chief Executive Officer.

(b) The Executive agrees to serve without additional compensation, if elected or appointed thereto, as a director of the Company or any subsidiaries or affiliated entity of the Company (collectively, the "Group") and as a member of any committees of the board of directors of any such entity, provided that the Executive is indemnified for serving in any and all such capacities on a basis no less favorable than is currently provided to any other director of any member of the Group.

(c) The Executive agrees to devote all of his or her working time and efforts to the performance of his/her duties for the Company and to faithfully and diligently serve the Company in accordance with the Agreement and the guidelines, policies and procedures of the Company approved from time to time by the Board.

4. NO BREACH OF CONTRACT

The Executive hereby represents to the Company that: (i) the execution and delivery of the Agreement by the Executive and the performance by the Executive of the Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which the Executive is a party or by which the Executive is otherwise bound, except that the Executive does not make any representation with respect to agreements required to be entered into by and between the Executive and any member of the Group pursuant to the applicable law of the jurisdiction in which the Executive is based, if any; (ii) that the Executive is not in possession of any information (including, without limitation, confidential information and trade secrets) the knowledge of which would prevent the Executive from freely entering into the Agreement and carrying out his/her duties hereunder; (iii) that the Executive is not bound by any confidentiality, trade secret or similar agreement with any person or entity other than any member of the Group.

5. LOCATION

The Executive will be based in _____, China or any other location as requested by the Company during the Term.

6. COMPENSATION AND BENEFITS

(a) Cash Compensation. As compensation for the performance by the Executive of his or her obligations hereunder, during the Term, the Company shall pay the Executive cash compensation (inclusive of the statutory benefit contributions that the Company is required to set aside for the Executive under applicable law) pursuant to Schedule A hereto, subject to annual review and adjustment by the Board or any committee designated by the Board.

(b) Equity Incentives. During the Term, the Executive shall be eligible to participate, at a level comparable to similarly situated executives of the Company, in such long-term compensation arrangements as may be authorized from time to time by the Board, including any share incentive plan the Company may adopt from time to time in its sole discretion.

(c) Benefits. During the Term, the Executive shall be entitled to participate in all of the employee benefit plans and arrangements made available by the Company to its similarly situated executives, including, but not limited to, any retirement plan, medical insurance plan and travel/holiday policy, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements.

7. TERMINATION OF THE AGREEMENT

The Employment may be terminated as follows:

(a) Death. The Employment shall terminate upon his/her death.

(b) Disability. The Employment shall terminate if the Executive has a disability, including any physical or mental impairment which, as reasonably determined by the Board, renders the Executive unable to perform the essential functions of his/her position at the Company, even with reasonable accommodation that does not impose an undue burden on the Company, for more than 180 days in any 12-month period, unless a longer period is required by applicable law, in which case that longer period shall apply.

(c) Cause. The Company may terminate the Executive's employment hereunder for Cause. The occurrence of any of the following, as reasonably determined by the Company, shall be a reason for Cause, provided that, if the Company determines that the circumstances constituting Cause are curable, then such circumstances shall not constitute Cause unless and until the Executive has been informed by the Company of the existence of Cause and given an opportunity of ten business days to cure, and such Cause remains uncured at the end of such ten-day period:

(1) continued failure by the Executive to satisfactorily perform his duties;

(2) willful misconduct or gross negligence by the Executive in the performance of his duties hereunder, including insubordination;

(3) the Executive's conviction or entry of a guilty or nolo contendere plea of any felony or any misdemeanor involving moral turpitude;

(4) the Executive's commission of any act involving dishonesty that results in material financial, reputational or other harm, monetary or otherwise, to any member of the Group, including but not limited to an act constituting misappropriation or embezzlement of the property of any member of the Group as determined in good faith by the Board; or

(5) any material breach by the Executive of this Agreement.

(d) Good Reason. The Executive may terminate his employment hereunder for "Good Reason" upon the occurrence, without the written consent of the Executive, of an event constituting a material breach of this Agreement by the Company that has not been fully cured within ten business days after written notice thereof has been given by the Executive to the Company setting forth in sufficient detail the conduct or activities the Executive believes constitute grounds for Good Reason, including but not limited to:

(1) the assignment to the Executive of any duties materially inconsistent with the Executive's status as a senior officer of the Company or a substantial adverse alteration in the nature or status of the Executive's responsibilities; and

(2) the failure by the Company to pay to the Executive any portion of the Executive's current compensation or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within twenty business days of the date such compensation is due.

(e) Without Cause by the Company; Without Good Reason by the Executive. The Company may terminate the Executive's employment hereunder at any time without Cause upon 60-day prior written notice to the Executive. The Executive may terminate the Executive's employment voluntarily for any reason or no reason at any time by giving one-month prior written notice to the Company.

(f) Notice of Termination. Any termination of the Executive's employment under the Agreement shall be communicated by written notice of termination ("Notice of Termination") from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of the Agreement relied upon in effecting the termination.

(g) Date of Termination. The "Date of Termination" shall mean (i) if the Executive's employment is terminated by the Executive's death, the date of his death, (ii) if the Executive's employment is terminated by the Executive's disability, by the Company for Cause or by the Executive without Good Reason, the date specified in the Notice of Termination and (iii) if the Executive's employment is terminated without cause or by the Executive for Good Reason, the date on which a Notice of Termination is given or any later date (within sixty (60) days) set forth in such Notice of Termination.

(h) Compensation upon Termination.

(1) Death. If the Executive's employment is terminated by reason of the Executive's death, the Company shall have no further obligations to the Executive under this Agreement and the Executive's benefits shall be determined under the Company's retirement, insurance and other benefit and compensation plans or programs then in effect in accordance with the terms of such plans and programs.

(2) By Company without Cause or by the Executive for Good Reason. If the Executive's employment is terminated by the Company other than for Cause or by the Executive for Good Reason, the Company shall (i) continue to pay and otherwise provide to the Executive, during any notice period, all compensation, base salary and previously earned but unpaid incentive compensation, if any, and shall continue to allow the Executive to participate in any benefit plans in accordance with the terms of such plans during such notice period; and (ii) pay to the Executive, in lieu of benefits under any severance plan or policy of the Company, an amount equal to the sum of the Executive's 12 months' base salary as in effect as of the Date of Termination.

(3) By Company for Cause or by the Executive other than for Good Reason. If the Executive's employment shall be terminated by the Company for Cause or by the Executive other than for Good Reason, the Company shall pay the Executive his base salary at the rate in effect at the time Notice of Termination is given through the Date of Termination, and the Company shall have no additional obligations to the Executive under this Agreement.

(4) Compensation Upon any Termination. Following any termination of the Executive's employment, the Company shall pay the Executive all amounts, if any, to which the Executive is entitled as of the Date of Termination under any compensation plan or benefit plan or program of the Company, at the time such payments are due in accordance with the terms of such plans or programs.

(i) Return of Company Property. The Executive agrees that following the termination of the Executive's employment for any reason, or at any time prior to the Executive's termination upon the request of the Company, he/she shall return all property of the Group, which is then in or thereafter comes into his/her possession, including, but not limited to, any Confidential Information (as defined below) or Intellectual Property (as defined below), or any other documents, contracts, agreements, plans, photographs, projections, books, notes, records, electronically stored data and all copies, excerpts or summaries of the foregoing, as well as any automobile or other materials or equipment supplied by the Group to the Executive, if any.

(j) Requirement for a Release. Notwithstanding the foregoing, the Company's obligations to pay or provide any benefits shall (1) cease as of the date the Executive breaches any of the provisions of Sections 8, 9 and 11 hereof, and (2) be conditioned on the Executive signing the Company's customary release of claims in favor of the Group and the expiration of any revocation period provided for in such release.

8. CONFIDENTIALITY AND NONDISCLOSURE

(a) Confidentiality and Non-Disclosure.

(1) The Executive acknowledges and agrees that: (A) the Executive holds a position of trust and confidence with the Company and that his employment by the Company will require that the Executive have access to and knowledge of valuable and sensitive information, material, and devices relating to the Company and/or its business, activities, products, services, customers and vendors, including, but not limited to, the following, regardless of the form in which the same is accessed, maintained or stored: the identity of the Company's actual and prospective customers and, as applicable, their representatives; prior, current or future research or development activities of the Company; the products and services provided or offered by the Company to customers or potential customers and the manner in which such services are performed or to be performed; the product and/or service needs of actual or prospective customers; pricing and cost information; information concerning the development, engineering, design, specifications, acquisition or disposition of products and/or services of the Company; user base personal data, programs, software and source codes, licensing information, personnel information, advertising client information, vendor information, marketing plans and techniques, forecasts, and other trade secrets ("Confidential Information"); and (B) the direct and indirect disclosure of any such Confidential Information would place the Company at a competitive disadvantage and would do damage, monetary or otherwise, to the Company's business.

(2) During the Term and at all times thereafter, the Executive shall not, directly or indirectly, whether individually, as a director, stockholder, owner, partner, employee, consultant, principal or agent of any business, or in any other capacity, publish or make known, disclose, furnish, reproduce, make available, or utilize any of the Confidential Information without the prior express written approval of the Company, other than in the proper performance of the duties contemplated herein, unless and until such Confidential Information is or shall become general public knowledge through no fault of the Executive.

(3) In the event that the Executive is required by law to disclose any Confidential Information, the Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(4) The failure to mark any Confidential Information as confidential shall not affect its status as Confidential Information under this Agreement.

(c) Third Party Information in the Executive's Possession. The Executive agrees that he shall not, during the Term, (i) improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity with which the Executive has an agreement or duty to keep in confidence information acquired by Executive, if any, or (ii) bring into the premises of Company any document or confidential or proprietary information belonging to such former employer, person or entity unless consented to in writing by such former employer, person or entity. The Executive will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of litigation, arising out of or in connection with any violation of the foregoing.

(d) Third Party Information in the Company's Possession. The Executive recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Executive agrees that the Executive owes the Company and such third parties, during the Term and thereafter, a duty to hold all such confidential or proprietary information in strict confidence and not to disclose such information to any person or firm, or otherwise use such information, in a manner inconsistent with the limited purposes permitted by the Company's agreement with such third party.

This Section 8 shall survive the termination of the Agreement for any reason. In the event the Executive breaches this Section 8, the Company shall have right to seek remedies permissible under applicable law.

9. INTELLECTUAL PROPERTY

(a) Prior Inventions. The Executive has attached hereto, as Schedule B, a list describing all inventions, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, original works of authorship and trade secrets made or conceived by or belonging to the Executive (whether made solely by the Executive or jointly with others) that (i) were developed by Executive prior to the Executive's employment by the Company (collectively, "Prior Inventions"), (ii) relate to the Company' actual or proposed business, products or research and development, and (iii) are not assigned to the Company hereunder; or, if no such list is attached, the Executive represents that there are no such Prior Inventions. Except to the extent set forth in Schedule B, the Executive hereby acknowledges that, if in the course of his/her service for the Company, the Executive incorporates into a Company product, process or machine a Prior Invention owned by the Executive or in which he has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide right and license (which may be freely transferred by the Company to any other person or entity) to make, have made, modify, use, sell, sublicense and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Intellectual Property. The Executive hereby assigns to the Company or its designees, without further consideration and free and clear of any lien or encumbrance, the Executive's entire right, title and interest (within the United States and all foreign jurisdictions), to any and all inventions, discoveries, improvements, developments, works of authorship, concepts, ideas, plans, specifications, software, formulas, databases, designees, processes and contributions to Confidential Information created, conceived, developed or reduced to practice by the Executive (alone or with others) during the Employment Period which (A) are related to the Company's current or anticipated business, activities, products, or services, (B) result from any work performed by Executive for the Company, or (iii) are created, conceived, developed or reduced to practice with the use of Company property, including any and all Intellectual Property Rights (as defined below) therein ("Work Product"). Any Work Product which falls within the definition of "work made for hire", as such term is defined in the U.S. Copyright Act, shall be considered a "work made for hire", the copyright in which vests initially and exclusively in the Company. The Executive waives any rights to be attributed as the author of any Work Product and any "droit morale" (moral rights) in Work Product. The Executive agrees to immediately disclose to the Company all Work Product. For purposes of this Agreement, "Intellectual Property" shall mean any patent, copyright, trademark or service mark, trade secret, or any other proprietary rights protection legally available.

(c) Patent and Copyright Registration. The Executive agrees to execute and deliver any instruments or documents, and to do all other things reasonably requested by the Company in order to more fully vest the Company with all ownership rights in the Work Product. If any Work Product is deemed by the Company to be patentable or otherwise registrable, the Executive shall assist the Company (at the Company's expense) in obtaining letters of patent or other applicable registration therein and shall execute all documents and do all things, including testifying (at the Company's expense) necessary or appropriate to apply for, prosecute, obtain, or enforce any Intellectual Property right relating to any Work Product. Should the Company be unable to secure the Executive's signature on any document deemed necessary to accomplish the foregoing, whether due to the Executive's disability or other reason, the Executive hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Executive's agent and attorney-in-fact to act for and on the Executive's behalf and stead to take any of the actions required of Executive under the previous sentence, with the same effect as if executed and delivered by the Executive, such appointment being coupled with an interest.

This Section 9 shall survive the termination of the Agreement for any reason. In the event the Executive breaches this Section 9, the Company shall have right to seek remedies permissible under applicable law.

10. CONFLICTING EMPLOYMENT.

The Executive hereby agrees that, during the Term, he/she will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the Term, nor will the Executive engage in any other activities that conflict with his/her obligations to the Company without the prior written consent of the Company.

11. NON-COMPETITION AND NON-SOLICITATION

(a) Non-Competition. In consideration of the compensation provided to the Executive by the Company hereunder, the adequacy of which is hereby acknowledged by the parties hereto, the Executive agree that during the Term and for a period of one year following the termination of the Employment for whatever reason, the Executive shall not engage in Competition (as defined below) with the Group. For purposes of this Agreement, "Competition" by the Executive shall mean the Executive's engaging in, or otherwise directly or indirectly being employed by or acting as a consultant or lender to, or being a director, officer, employee, principal, agent, stockholder, member, owner or partner of, or permitting the Executive's name to be used in connection with the activities of, any other business or organization which competes, directly or indirectly, with the Group in the Business; provided, however, it shall not be a violation of this Section 11(a) for the Executive to become the registered or beneficial owner of up to five percent (5%) of any class of the capital stock of a corporation in Competition with the Group that is registered under the U.S. Securities Exchange Act of 1934, as amended, provided that the Executive does not otherwise participate in the business of such corporation.

For purposes of this Agreement, "Business" means social networking services, online games or social commerce services and any other business which the Group engages in, or is preparing to become engaged in, during the Term.

(b) Non-Solicitation; Non-Interference. During the Employment Period and for a period of one year following the termination of the Executive's employment for any reason, the Executive agrees that he or she will not, directly or indirectly, for the Executive's benefit or for the benefit of any other person or entity, do any of the following:

(1) solicit from any customer doing business with the Group during the Term business of the same or of a similar nature to the Business;

(2) solicit from any known potential customer of the Group business of the same or of a similar nature to that which has been the subject of a known written or oral bid, offer or proposal by the Group, or of substantial preparation with a view to making such a bid, proposal or offer;

(3) solicit the employment or services of, or hire or engage, any person who is known to be employed or engaged by the Group; or

(4) otherwise interfere with the business or accounts of the Group, including, but not limited to, with respect to any relationship or agreement between the Group and any vendor or supplier.

(c) Injunctive Relief; Indemnity of Company. The Executive agrees that any breach or threatened breach of subsections (a) and (b) of this Section 12 would result in irreparable injury and damage to the Company for which an award of money to the Company would not be an adequate remedy. The Executive therefore also agrees that in the event of said breach or any reasonable threat of breach, the Company shall be entitled to seek an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Executive and/or any and all persons and/or entities acting for and/or with the Executive. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, but not limited to, remedies available under this Agreement and the recovery of damages. The Executive and the Company further agree that the provisions of this Section 11 are reasonable. The Executive agrees to indemnify and hold harmless the Company from and against all reasonable expenses (including reasonable fees and disbursements of counsel) which may be incurred by the Company in connection with, or arising out of, any violation of this Agreement by the Executive. This Section 11 shall survive the termination of the Agreement for any reason.

12. WITHHOLDING TAXES

Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to the Agreement such national, provincial, local or any other income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

13. ASSIGNMENT

The Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer the Agreement or any rights or obligations hereunder; provided, however, that the Company may assign or transfer the Agreement or any rights or obligations hereunder to any member of the Group without such consent. If the Executive should die while any amounts would still be payable to the Executive hereunder if the Executive had continued to live, all such amounts unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate. The Company will require any and all successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Company had terminated the Executive's employment other than for Cause, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as herein before defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 13 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

14. SEVERABILITY

If any provision of the Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of the Agreement are declared to be severable.

15. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement and understanding between the Executive and the Company regarding the terms of the Employment and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The Executive acknowledges that he has not entered into the Agreement in reliance upon any representation, warranty or undertaking which is not set forth in the Agreement.

16. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the law of the State of New York, USA, without regard to the conflicts of law principles.

17. AMENDMENT

The Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to the Agreement, which agreement is executed by both of the parties hereto.

18. WAIVER

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

19. NOTICES

All notices, requests, demands and other communications required or permitted under the Agreement shall be in writing and shall be deemed to have been duly given and made if (i) delivered by hand, (ii) otherwise delivered against receipt therefor, (iii) sent by a recognized courier with next-day or second-day delivery to the last known address of the other party; or (iv) sent by e-mail with confirmation of receipt.

20. COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. The Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that the Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of the Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the Agreement has been executed as of the date first written above.

Renren Inc.

By: _____
Name:
Title:

Executive

Signature: _____
Name:

Schedule A

Cash Compensation

	Amount	Pay Period
Base Salary		
Cash Bonus		

Schedule B

List of Prior Inventions

Title	Date	Identifying Number or Brief Description

_____ No inventions or improvements

_____ Additional Sheets Attached

Signature of Executive: _____

Print Name of Executive: _____

Date: _____

Exhibit 10.7

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 December 23, 2010

by and among the following parties:

(1) PARTY A: **Qianxiang Shiji Technology Development (Beijing) Co., Ltd.**
Legal Address: Room 701A, South, Yinhai Plaza, Jia No. 10, Zhongguancun South Street, Haidian District, Beijing, China
Legal Representative: Chen Yizhou

(2) PARTY B: **Beijing Qianxiang Tiancheng Technology Development Co., Ltd.**
Legal Address: B 389, 3/F, Building 7, No. 48, Zhongguancun South Street, Haidian District, Beijing, China
Legal Representative: Yang Jing

(3) PARTY C: **Yang Jing**
PRC Identification Card No.: 532721197005100025
Residential Address: Room 202, Unit 1, No 275, Ninger Street, Simao District, Pu'er City, Yunnan, China

(4) PARTY D: **Liu Jian**
PRC Identification Card No.: 310102197211124453
Residential Address: Room 1504, No. 2, Nong 138, Nandan Road, Xuhui District, Shanghai, China

(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. A business relationship has been established between Party A and Party B by entering into the Amended and Restated Exclusive Technical Service Agreement, pursuant to which Party B is required to make all the stipulated payments to Party A. Therefore, the daily operations of Party B will have a material impact on its ability to pay the payables to Party A;

D. Party C and Party D are the shareholders of Party B, who own 99% and 1% equity interest, respectively, in 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 the agreements between Party A and Party B and all its obligations born to Party A, Party B together with its shareholders Party C and Party D hereby jointly confirm and agree that unless Party B has obtained a prior written consent from Party A or another party appointed by Party A, Party B shall not conduct 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 provide guarantee for any third party with its assets or intellectual property rights or to provide any other guarantee or to place any other obligations over its assets;

1.6 To amend the articles of association of the Party B or to change its business area;

1.7 To change the normal business process or modify any material company policy;

1.8 To assign any of the rights or obligations under this Agreement herein to any third party;

1.9 To incur or assume any indebtedness.

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 perform the proposals in respect of the employment and dismissal of its employees, the daily business management and financial management, etc., provided by Party A from time to time.

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 personnel 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 of association of Party B, and shall cause such Executive Director or Board of Directors of Party B to appoint the personnel designated by Party A as Party B's General Manager, Chief Financial Officer, and other senior officers.

2.3 If any of the above officers resigns or is dismissed by Party A, he or she will lose the qualification to be appointed for any position in Party B and thereafter Party B, Party C and Party D shall appoint or cause the appointment of another candidate designated by Party A to assume such position.

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 procedures to accomplish the above dismissal and engagement in accordance with the relevant laws and regulations, the articles of association of Party B and this Agreement.

2.5 Each of Party C and Party D hereby agrees to, upon the execution of this Agreement, simultaneously sign a Power of Attorney, pursuant to which each of Party C and Party D shall authorize the persons 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 according to the requirement of Party A.

Party A hereby designates and authorizes Mr. Liu Jian to serve as the person designated by Party A as noted in the preceding paragraph, until such time as Party A dismisses Mr. Liu Jian as its authorized representative and replaces and authorizes another person to serve as his substitute. Each of Party C and Party D hereby confirms and acknowledges this designation and authorization.

3. Other Agreements

3.1 Given (i) that the business relationship between Party A and Party B has been established through the Amended and Restated Exclusive Technical Service Agreement, the Amended and Restated Intellectual Property Right License Agreement and (ii) that the daily business activities of Party B will have a material impact on Party B's ability to pay the payables to Party A, each of Party C and Party D agrees that:

- he/she shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Party B to, distribute profits, funds, assets or property to the shareholders of Party B or any of its affiliates; and
- he/she shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Party B to, issue any dividends or other distributions with respect to the equity interest of Party B held by Party C or Party D; provided, however, if Party C and Party D are required under PRC law to liquidate Party B or cause Party B to issue any dividends or other distributions, resulting in the proceeds of such liquidation and/or dividends or other distributions being distributed to Party C and/or Party D from Party B, he/she will immediately and unconditionally pay or transfer to Party A any proceeds of liquidation, dividends or other distributions in whatsoever form obtained from Party B as a shareholder of Party B at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his/her receipt of such dividends or other distributions.

3.2 If any of Party C or Party D is held liable for any legal or any other responsibilities by reason of his/her performance of his/her obligations under this Agreement and as a shareholder of Party B, Party A shall keep each of Party C and Party D fully indemnified from any such liabilities, costs or losses (including but not limited to any and all legal expenses) incurred by Party C and/or Party D, provided that the actions performed by Part C and/or Party D according to his/her obligations under this Agreement and as a shareholder of Party B are taken in good faith and are not contrary to the best interests of Party A and Party B.

3.3 To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A may provide financing support for 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 Party A, Party B, Party C and/or Party D is a party thereunder (where applicable) will be part of the whole agreements concluded in respect of the subject matters in this Agreement and shall replace 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 Any modification of this Agreement shall take effect only after it is executed by each and every Party. The amendment and supplement duly executed by each and every Party 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 China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration in accordance with the then current rules of CIETAC. The arbitration proceedings shall take place in Beijing and 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.

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	**:**	**Qianxiang Shiji Technology Development (Beijing) Co., Ltd.**
Address	:	Room 701A, South, Yinhai Plaza, Jia No. 10, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Chen Yizhou

PARTY B	**:**	**Beijing Qianxiang Tiancheng Technology Development Co., Ltd.**
Address	:	B 389, 3/F, Building 7, No. 48, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Yang Jing

PARTY C	**:**	**Yang Jing**
Address	:	Room 202, Unit 1, No 275, Ninger Street, Simao District, Pu’er City, Yunnan, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Yang Jing

PARTY D	**:**	**Liu Jian**
Address	:	Room 1504, No. 2, Nong 138, Nandan Road, Xuhui District, Shanghai, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Liu Jian

8. Effectiveness, Term and Others

8.1 This Agreement shall be effective upon its being signed by the Parties hereunder (“**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 early termination occurs 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 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.

[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.

PARTY A: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

PARTY B: Beijing Qianxiang Tiancheng Technology Development Co., Ltd.
(Company Seal)

By: /s/ Yang Jing
Authorized Representative: Yang Jing

PARTY C: Yang Jing

By: /s/ Yang Jing
Authorized Representative: Yang Jing

PARTY D: Liu Jian

By: /s/ Liu Jian
Authorized Representative: Liu Jian

AMENDED AND RESTATED
EQUITY OPTION AGREEMENT

This Amended and Restated 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 December 23 2010, by and between the following parties:

(1) **PARTY A: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.** ("**Shi Ji**")
Registered Address: Room 701A, South, Yinhai Plaza, Jia No. 10, Zhongguancun South Street, Haidian District, Beijing, China Legal Representative: Chen Yizhou

and

(2) **PARTY B: Liu Jian** (the "**Grantor**")

PRC Identification Card No: 310102197211124453
Residential Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, China

(individually a "**Party**" and collectively the "**Parties**")

WHEREAS:

A. Shi Ji 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 Qianxiang Tiancheng Technology Development Co., Ltd. ("**Tian Cheng**"), a limited liability company, with a registered capital of RMB 10,000,000. (the "**Equity Interests**").

C. The Grantor entered into an Amended and Restated Loan Agreement on December 23 2010 (the "**Loan Agreement**"), pursuant to which Shi Ji extended a loan in the amount of RMB 100,000 to the Grantor (the "**Loan**").

D. The Grantor has agreed to grant exclusively to Shi Ji an option to acquire the Equity Interest that has been registered in his name, subject to the terms and conditions set forth below. The Grantor entered into one Exclusive Right to Purchase Agreement (独家购买权协议) with Shi Ji with respect to the grant of the option to acquire Equity Interest to Shi Ji before the date of this Agreement (the "**Previous Option Agreement**"). The Grantor and Shi Ji believe it is in the best interest of both parties to amend and restate the Previous Option Agreements.

THEREFORE, Through Friendly Negotiation In The Principle Of Equality And Common Interest, The Parties Agree As Follows:

SECTION 1: GRANT OF THE OPTION

1.1 Grant of Option

The Grantor hereby grants to Shi Ji an option (the "**Option**") to acquire his Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and Shi Ji shall make payment of such price by cancelling all or a 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 Shi Ji directly or through its designated representative (individual or legal person); or (2) the unilateral termination by Shi Ji (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 Shi Ji'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 Shi Ji 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 Shi Ji 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 Shi Ji.

2.1.3 The Grantor agrees that Shi Ji may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case Shi Ji 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 Shi Ji 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 Shi Ji hereunder.

2.3 Notice Requirement

2.3.1 To exercise an Option, Shi Ji 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, where 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 Shi Ji 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, Shi Ji shall make payment by cancelling all or a portion of the Loan payable by the Grantor to Shi Ji, in the same proportion that Shi Ji 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 Shi Ji, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to Shi Ji (each a "**Transfer Agreement**"), together with any other documents necessary to give effect to the transfer to Shi Ji or its designated party of all or any part of the Equity Interest upon an exercise of the Option by Shi Ji (the "**Ancillary Documents**"). Each Transfer Agreement and the Ancillary Documents are to be kept in Shi Ji's possession.

The Grantor hereby agrees and authorizes Shi Ji 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 Shi Ji 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 Shi Ji, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of Tian Cheng, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to Shi Ji or its designated party; and

3.2.2 any other matters as Shi Ji may reasonably request.

Each Resolution is to be kept in Shi Ji's possession.

SECTION 4: REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Grantor represents and warrants to Shi Ji 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 Shi Ji 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 Shi Ji, 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 Shi Ji;

4.1.8 the Option granted to Shi Ji 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 Guarantor further represents and warrants to Shi Ji that he owns 1% of the Equity Interest of Tian Cheng. 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 Shi Ji or its designated party a proper and registered shareholder of Tian Cheng. Such formalities include, but are not limited to, assisting Shi Ji 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 Shi Ji, establish a domestic entity to hold the interests in Tian Cheng as a Chinese joint venture partner in case Tian Cheng is restructured into a foreign-invested telecommunication enterprise.

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 Shi Ji or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by Shi Ji.

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**") 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 after the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such a 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 amends and restates all Previous Option Agreement. In the event of any discrepancy between this Agreement and any Previous Option Agreement, this Agreement shall prevail to the extent of the discrepant provisions. 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:

Qianxiang Shiji Technology Development (Beijing) Co., Ltd.

Address	:	Room 701A, South, Yinhai Plaza, Jia No 10, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addresse	:	Chen Yizhou

Liu Jian

Address	:	Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Liu Jian

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 (15th) 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.

Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

GRANTOR: Liu Jian

By: /s/ Liu Jian

AMENDED AND RESTATED
EQUITY OPTION AGREEMENT

This Amended and Restated 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 December 23 2010, by and between the following parties:

(1) **PARTY A: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.** ("**Shi Ji**") Registered Address: Room 701A, South, Yinhai Plaza, Jia No 10, Zhongguancun South Street, Haidian District, Beijing, China Legal Representative: Chen Yizhou

and

(2) **PARTY B: Yang Jing** (the "**Grantor**")

PRC Identification Card No: 532721197005100025
Residential Address: Room 202, Unit 1, No 275, Ninger Street, Simao District, Pu'er City, Yunnan, China

(individually a "**Party**" and collectively the "**Parties**")

WHEREAS:

A. Shi Ji 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 Qianxiang Tiancheng Technology Development Co., Ltd. ("**Tian Cheng**"), a limited liability company, with a registered capital of RMB 10,000,000. (the "**Equity Interests**").

C. The Grantor entered into an Amended and Restated Loan Agreement on December 23 2010 (the "**Loan Agreement**"), pursuant to which Shi Ji extended loans in an aggregate amount of RMB 9,900,000 to the Grantor (the "**Loans**").

D. The Grantor has agreed to grant exclusively to Shi Ji an option to acquire the Equity Interest that has been registered in her name, subject to the terms and conditions set forth below. The Grantor entered into two Exclusive Right to Purchase Agreements (独家购买权协议) and one Supplementary Agreement (独家购买权协议补充协议) with Shi Ji with respect to the grant of the option to acquire Equity Interest to Shi Ji before the date of this Agreement (collectively, the "**Previous Option Agreements**"). The Grantor and Shi Ji believe it is in the best interest of both parties to amend and restate the Previous Option Agreements.

THEREFORE, Through Friendly Negotiation In The Principle Of Equality And Common Interest, The Parties Agree As Follows:

SECTION 1: GRANT OF THE OPTION

1.1 Grant of Option

The Grantor hereby grants to Shi Ji an option (the "**Option**") to acquire her Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and Shi Ji shall make payment of such price by cancelling all or a portion of the Loans. 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 Shi Ji directly or through its designated representative (individual or legal person); or (2) the unilateral termination by Shi Ji (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 Options

The Grantor acknowledges that Shi Ji's provision of the Loans 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 Shi Ji 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 her Equity Interest.

2.1.2 For the avoidance of doubt, the Grantor hereby agrees that Shi Ji shall be entitled to exercise the Option granted by the Grantor for an unlimited number of times, until all of her Equity Interest have been acquired by Shi Ji.

2.1.3 The Grantor agrees that Shi Ji may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case Shi Ji 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 her shall be freely transferable, in whole or in part, by Shi Ji 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 Shi Ji hereunder.

2.3 Notice Requirement

2.3.1 To exercise an Option, Shi Ji 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, where 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 Shi Ji 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, Shi Ji shall make payment by cancelling all or a portion of the Loans payable by the Grantor to Shi Ji, in the same proportion that Shi Ji 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 Shi Ji, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to Shi Ji (each a "**Transfer Agreement**"), together with any other documents necessary to give effect to the transfer to Shi Ji or its designated party of all or any part of the Equity Interest upon an exercise of the Option by Shi Ji (the "**Ancillary Documents**"). Each Transfer Agreement and the Ancillary Documents are to be kept in Shi Ji's possession.

The Grantor hereby agrees and authorizes Shi Ji 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 Shi Ji 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 Shi Ji, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of Tian Cheng, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to Shi Ji or its designated party; and

3.2.2 any other matters as Shi Ji may reasonably request.

Each Resolution is to be kept in Shi Ji's possession.

SECTION 4: REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Grantor represents and warrants to Shi Ji that:

4.1.1 she has the full power and authority to enter into, and perform under, this Agreement;

4.1.2 her signing of this Agreement or fulfilling of any of her obligations hereunder does not violate any laws, regulations and contracts to which she 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 her knowledge, shall materially and adversely affect this Agreement and the performance thereof;

4.1.4 she has disclosed to Shi Ji all documents issued by any government department that might cause a material adverse effect on the performance of her obligations under this Agreement;

4.1.5 she has not been declared bankrupt by a court of competent jurisdiction;

4.1.6 save as disclosed to Shi Ji, her Equity Interests is free and clear from all liens, encumbrances and third party rights;

4.1.7 she will not transfer, donate, pledge, or otherwise dispose of her Equity Interest in any way unless otherwise agreed by Shi Ji;

4.1.8 the Option granted to Shi Ji by her shall be exclusive, and she shall in no event grant the Option or any similar rights to a third party by any means whatsoever; and

4.1.9 the Guarantor further represents and warrants to Shi Ji that she owns 99% of the Equity Interest of Tian Cheng. 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 she will complete all such formalities as are necessary to make Shi Ji or its designated party a proper and registered shareholder of Tian Cheng. Such formalities include, but are not limited to, assisting Shi Ji 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 she will, upon request by Shi Ji, establish a domestic entity to hold the interests in Tian Cheng as a Chinese joint venture partner in case Tian Cheng is restructured into a foreign-invested telecommunication enterprise.

4.2.3 she 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 Shi Ji or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by Shi Ji.

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**") 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 after the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such a 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 amends and restates all Previous Option Agreements. In the event of any discrepancy between this Agreement and any Previous Option Agreement, this Agreement shall prevail to the extent of the discrepant provisions. 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:

Qianxiang Shiji Technology Development (Beijing) Co., Ltd.

Address	:	Room 701A, South, Yinhai Plaza, Jia No 10, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Chen Yizhou

Yang Jing

Address	:	Room 202, Unit 1, No 275, Ninger Street, Simao District, Pu'er City, Yunnan, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Yang Jing

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 (15th) 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.

Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

GRANTOR: Yang Jing

By: /s/ Yang Jing

AMENDED AND RESTATED
EQUITY INTEREST PLEDGE AGREEMENT

This Amended and Restated Equity Interest Pledge 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 December 23, 2010 by and between the following parties:

(1) **PLEDGEE: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.** Registered Address: Room 701A, South, Yinhai Plaza, Jia No 10, Zhongguancun South Street, Haidian District, Beijing, China Legal Representative: Chen Yizhou

and

(2) **PLEDGOR: Liu Jian**

PRC Identification Card No: 310102197211124453
Residential Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, China

(individually a "**Party**" and collectively the "**Parties**")

WHEREAS:

A. The Pledgor is a PRC citizen, and owns 1% equity interest in Beijing Qianxiang Tiancheng Technology Development Co. Ltd ("**Tian Cheng**").

B. Tian Cheng is a limited liability company registered in Beijing engaging in the business of value-added telecommunication services, etc.

C. The Pledgor and the Pledgee entered into an Amended and Restated Loan Agreement on December 23, 2010, pursuant to which the Pledgee extended a loan in the amount of RMB 100,000 (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 PRC relevant government authority to carry on the business of research and development of computer software, communication software, system integration, sale of self-produced products and provision of after-sale technical consulting and technical service, etc. The Pledgee and Tian Cheng entered into an Amended and Restated Exclusive Technical Service Agreement on December 23, 2010, pursuant to which Tian Cheng is required to pay service fees (the "**Service Fees**") to the Pledgee in consideration of the corresponding services to be provided by the Pledgee (the "**Service Agreement**"). The Pledgee and Tian Cheng entered into an Amended and Restated Intellectual Property Right License Agreement on December 23, 2010, pursuant to which Tian Cheng is required to pay license fees (the "**License Fees**") to the Pledgee in consideration of the corresponding license of the Intellectual Property Rightby the Pledgee (the "**License Agreement**").

E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Amended and Restated 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) at any time 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 Tian Cheng, (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 Tian Cheng, arising under or in relation to the Service Agreement or 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 Tian Cheng 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) in Tian Cheng to the Pledgee as security for the above-mentioned obligations of the Pledgor and Tian Cheng (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

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 Tian Cheng held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Tian Cheng acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 1% equity interests (amounting to RMB 100,000) in Tian Cheng.

1.3 "**Event of Default"** means any event in accordance with Section 6 hereunder.

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 Tian Cheng 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 Tian Cheng which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Tian Cheng, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

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 300,000] (the "**Maximum Amount**") prior to the Settlement Date.

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, 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) the occurrence of an Event of Default pursuant to Section 6 that 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 Tian Cheng 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 of the occurrence of an Event of Settlement 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 of Pledge, Scope and Term

3.1 The Pledgor shall, promptly after the execution of this Agreement, but in no event later than 20 days from the date 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 his 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 Tian Cheng (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 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.

4.3 The Pledgee shall be entitled to dispose or assign 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.

4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.

4.6 There are no outstanding taxes, fees or undecided legal procedures 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 all the 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 Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest 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 of rights, 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 Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement 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 agrees that the Pledgee's right of exercising the Pledge 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 and 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 for 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 Tian Cheng 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 an 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 inaccurate, incomplete, 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 separation or merger of Tian Cheng 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 the transfers or assigns 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 when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;

6.1.8 this Agreement is illegal as a result of 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 Tian Cheng to provide value-added telecommunications services 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 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 events that may result in the foregoing events have occurred or are 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 require such Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreements, Service Agreement, License Agreement, and/or Option Agreements, and other payables, or dispose of the 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 Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.

7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.

7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.

7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole 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 Tian Cheng 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 herein 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 to the Pledgee and each of its successor and assignee.

8.3 The Pledgee may transfer or assign all Secured Obligations and his right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is 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 a change to the Pledgee resulting from a transfer or assignment, the new parties to the pledge shall re-execute a pledge contract.

9. Term and Termination

This Agreement shall be effective upon its being signed by the Parties hereunder. 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 herein.

10. Force Majeure

10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure ("**Event of Force Majeure**"), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advice him of the steps to be taken for completion of the performance.

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 only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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 through friendly consultation. In case no settlement can be reached through consultation, each Party can submit such matter to China International Economic and Trade Arbitration Commission ("**CIETAC**") 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.

11.3 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.

12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

PLEDGEE	**:**	**Qianxiang Shiji Technology Development (Beijing) Co., Ltd.**
Address	:	Room 701A, South, Yinhai Plaza, Jia No 10, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Chen Yizhou

Liu Jian
Address : Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, China
Fax : (86 10) 5108 5666
Tele : (86 10) 8448 1818
Addressee : Liu Jian

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 rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

15. Miscellaneous

15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.

15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.

15.3 This Agreement amends and restates the Equity Interest Pledge Agreement entered into by and between the Parties with respect to the Pledge of the Pledged Collateral to the Pledgee as a security for any and all Secured Obligations ("**Previous Agreement**"). In the event of any discrepancy between this Agreement and the Previous Agreement, this Agreement shall prevail to the extent of the discrepant provisions.

[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.

PLEDGEE: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

PLEDGOR: Liu Jian

By: /s/ Liu Jian
Authorized Representative: Liu Jian

AMENDED AND RESTATED
EQUITY INTEREST PLEDGE AGREEMENT

This Amended and Restated Equity Interest Pledge 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 December 23, 2010 by and between the following parties:

(1) PLEDGEE: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
Registered Address: Room 701A, South, Yinhai Plaza, Jia No. 10,
Zhongguancun South Street, Haidian District, Beijing, China

Legal Representative: Chen Yizhou

and

(2) **PLEDGOR: Yang Jing**

PRC Identification Card No.: 532721197005100025
Residential Address: Room 202, Unit 1, No 275, Ninger Street, Simao District,
Pu'er City, Yunnan, China

(individually a "**Party**" and collectively the "**Parties**")

WHEREAS:

A. The Pledgor is a PRC citizen, and owns 99% equity interest in Beijing Qianxiang Tiancheng Technology Development Co., Ltd. ("**Tian Cheng**").

B. Tian Cheng is a limited liability company registered in Beijing engaging in the business of value-added telecommunication services, etc.

C. The Pledgor and the Pledgee entered into an Amended and Restated Loan Agreement on December 23, 2010, which confirms the Pledgee extended certain loans in an aggregated amount of RMB 9,900,000 (the "**Loans**") to the Pledgor (the "**Loan Agreement**").

D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, has been licensed by the PRC relevant government authority to carry on the business of research and development of computer software, communication software, system intergration, sale of self-produced products and provision of after-sale technical consulting and technical service, etc. The Pledgee and Tian Cheng entered into an Amended and Restated Exclusive Technical Service Agreement on December 23, 2010, pursuant to which Tian Cheng is required to pay service fees (the "**Service Fees**") to the Pledgee in consideration of the corresponding services to be provided by the Pledgee (the "**Services Agreement**"). The Pledgee and Tian Cheng entered into an Amended and Restated Intellectual Property Right License Agreement on December 23, 2010, pursuant to which Tian Cheng is required to pay license fees (the "**License Fees**") to the Pledgee in consideration of the corresponding license of the Intellectual Property Right by the Pledgee (the "**License Agreement**").

E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Amended and Restated 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) at any time upon satisfaction of various requirements under the PRC law (the "**Option Agreement**").

F. In order to ensure that (i) the Pledgor repays the Loans under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Service Agreement and License Fees under the License Agreement from Tian Cheng, (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 Tian Cheng, arising under or in relation to the Service Agreement or 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 Tian Cheng 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) in Tian Cheng to the Pledgee as security for the above-mentioned obligations of the Pledgor and Tian Cheng (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

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 Tian Cheng held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Tian Cheng acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 99% equity interests (amounting to RMB 9,900,000) in Tian Cheng.

1.3 "**Event of Default"** means any event in accordance with Section 6 hereunder.

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 Tian Cheng 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 she 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 Tian Cheng which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Tian Cheng, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

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 29,700,000] (the "**Maximum Amount**") prior to the Settlement Date.

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, 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 Agreements, Service Agreement, License Agreement or the Option Agreement expires or is terminated pursuant to the stipulations thereunder;

(b) the occurrence of an Event of Default pursuant to Section 6 that 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 Tian Cheng 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 of the occurrence of an Event of Settlement 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 of Pledge, Scope and Term

3.1 The Pledgor shall, promptly after the execution of this Agreement, but in no event later than 20 days from the date 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 her 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 Tian Cheng (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 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.

4.3 The Pledgee shall be entitled to dispose or assign 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.

4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.

4.6 There are no outstanding taxes, fees or undecided legal procedures 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 all the Parties.

5. Covenants of the Pledgor

5.1 The Pledgor covenants to the Pledgee that she shall:

5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest 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 of rights, 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 Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement 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 agrees that the Pledgee's right of exercising the Pledge 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 and 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 she 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 for 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 Tian Cheng 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 an 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 inaccurate, incomplete, 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 separation or merger of Tian Cheng 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 the transfers or assigns 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 when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement;

6.1.8 this Agreement is illegal as a result of 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 Tian Cheng to provide value-added telecommunications services 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 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 events that may result in the foregoing events have occurred or are 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 require such Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreements, Service Agreement, License Agreement, and/or Option Agreements, and other payables, or dispose of the 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 Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.

7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.

7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.

7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole 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 Tian Cheng 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 herein 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 to the Pledgee and each of its successor and assignee.

8.3 The Pledgee may transfer or assign all Secured Obligations and her right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is 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 a change to the Pledgee resulting from a transfer or assignment, the new parties to the pledge shall re-execute a pledge contract.

9. Term and Termination

This Agreement shall be effective upon its being signed by the Parties hereunder. 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 herein.

10. Force Majeure

10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure ("**Event of Force Majeure**"), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advice him of the steps to be taken for completion of the performance.

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 only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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 through friendly consultation. In case no settlement can be reached through consultation, each Party can submit such matter to China International Economic and Trade Arbitration Commission ("**CIETAC**") 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.

11.3 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.

12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

PLEDGEE	**:**	**Qianxiang Shiji Technology Development (Beijing) Co., Ltd.**
Address	:	Room 701A, South, Yinhai Plaza, Jia No 10, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Chen Yizhou

Yang Jing
Address : Room 202, Unit 1, No 275, Ninger Street, Simao District, Pu'er City, Yunnan, China
Fax : (86 10) 5108 5666
Tele : (86 10) 8448 1818
Addressee : Yang Jing

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 rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

15. Miscellaneous

15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.

15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.

15.3 This Agreement amends and restates all Equity Interest Pledge Agreements entered into by and between the Parties with respect to the Pledge of the Pledged Collateral to the Pledgee as a security for any and all Secured Obligations ("**Previous Agreements**"). In the event of any discrepancy between this Agreement and any Previous Agreement, this Agreement shall prevail to the extent of the discrepant provisions.

[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.

PLEDGEE: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

PLEDGOR: Yang Jing

By: /s/ Yang Jing

Exhibit 10.10

POWER OF ATTORNEY

I, Yang Jing, citizen of the People's Republic of China (the "**PRC**"), PRC ID card number 532721197005100025, hereby irrevocably authorize Mr. Liu Jian ("**Mr. Liu**") to exercise the following powers and rights during the term of this Power of Attorney pursuant to Section 2.5 of the Business Operations Agreement entered into among Qianxiang Shiji Technology Development (Beijing) Co., Ltd. ("**Shi Ji**"), Beijing Qianxiang Tiancheng Technology Development Co. Ltd. ("**Tian Cheng**"), Mr. Liu Jian and me on December 23, 2010 (the "**Operations Agreement**") :

I hereby authorize and designate Mr. Liu to vote on my behalf at the shareholders' meetings of Tian Cheng and exercise the full voting rights as its shareholder as granted to me by law and under the Articles of Association of Tian Cheng, 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 Tian Cheng and exercise the full voting rights (such as, to serve as my authorized representative on the shareholders' meeting of Tian Cheng, to designate and appoint the executive director or directors of the Board and the general manager and to decide the allotment of the profits, etc.), to sell or transfer any or all of my equity interest in Tian Cheng, etc.

The above authorization and designation are based upon the fact that Mr. Liu is acting as [an employee of Shi Ji] and Shi Ji has appointed and authorized Mr. Liu as its authorized representative in accordance with the Operations Agreement. Once Mr. Liu loses his title or position in [Shi Ji] or Shi Ji issues a written notice to dismiss or replace Mr. Liu with another person as its authorized representative, this Power of Attorney shall become invalid immediately and I will withdraw such authorization to him immediately and designate/authorize another individual(s) designated by Shi Ji to exercise all the rights mentioned above. I will sign another Power of Attorney in form and substance satisfactory to Shi Ji.

The term of this Power of Attorney is ten (10) years from its date of execution, unless the Operations Agreement is terminated early for any reason or the relevant events as outlined above occur.

I hereby further confirm and acknowledge that I executed three power of attorney respectively on March 1 2006, June 5 2006 and Sep. 10 2010 (collectively, the "**Previous POAs")**. This Power of Attorney shall, upon becoming effective, replace the Previous POAs.

Yang Jing

/s/ Yang Jing

Date: December 23, 2010

POWER OF ATTORNEY

I, Liu Jian, citizen of the People's Republic of China (the "**PRC**"), PRC ID card number 310102197211124453, hereby confirm that I will exercise the following powers and rights during the term of this Power of Attorney pursuant to Section 2.5 of the Business Operations Agreement entered into among Qianxiang Shiji Technology Development (Beijing) Co., Ltd. ("**Shi Ji**"), Beijing Qianxiang Tiancheng Technology Development Co. Ltd. ("**Tian Cheng**"), Ms. Yang Jing and me on December 23, 2010 (the "**Operations Agreement**"):

I hereby confirm that I will vote in my capacity as the designee of Shi Ji at the shareholders' meetings of Tian Cheng and exercise the full voting rights as its shareholder as granted by law and under the Articles of Association of Tian Cheng, 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 Tian Cheng and exercise the full voting rights (such as, to serve as my authorized representative on the shareholders' meeting of Tian Cheng, to designate and appoint the executive director or directors of the Board and the general manager and to decide the allotment of the profits, etc.), to sell or transfer any or all of my equity interest in Tian Cheng, etc.

The above authorization and designation are based upon the fact that I am acting as [an employee of Shi Ji] and Shi Ji has appointed and authorized me as its authorized representative in accordance with the Operations Agreement. Once I lose my title or position in [Shi Ji] or Shi Ji issues a written notice to dismiss or replace me with another person as its authorized representative, this Power of Attorney shall become invalid immediately and I will withdraw such authorization immediately and designate/authorize another individual(s) designated by Shi Ji to exercise all the rights mentioned above. I will sign another Power of Attorney in forms and substance satisfactory to Shi Ji.

The term of this Power of Attorney is ten (10) years from its date of execution, unless the Operations Agreement is terminated early for any reason or the relevant events as outlined above occur.

Liu Jian

/s/ Liu Jian

Date: December 23, 2010

Exhibit 10.11

SPOUSAL CONSENT

配偶同意函

I, Chen Yizhou, am the lawful spouse of Yang Jing. I hereby consent unconditionally that a certain percentage of the equity interest in Beijing Qianxiang Tiancheng Technology Development Co., Ltd. that is held by and registered in the name of my spouse will be disposed of pursuant to the arrangements under the Amended and Restated Loan Agreement, the Amended and Restated Equity Option Agreement and the Amended and Restated Equity Interest Pledge Agreement, which were executed by my spouse on December 23, 2010.

本人，陈一舟，杨静之合法配偶，在此无条件同意：本人配偶所持有的并登记于其名下的北京千橡天成科技发展有限公司一定比例之股权，将按照本人配偶于2010年12月23日签署的《修订及重述之借款协议》、《修订及重述之股权期权协议》及《修订及重述之股权质押协议》项下之安排进行处分。

I further undertake not to take any action with the intent to interfere with the above arrangements, including making any claim that such equity interest constitutes property or community property between myself and my spouse. I hereby waive unconditionally and irrevocably any rights or entitlements whatsoever to such equity interest that may be granted to me according to any applicable laws.

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张该等股权构成本人与本人配偶之间的财产或共同财产。本人在此无条件地并不可撤销地放弃依照适用之法律可能授予本人的该等股权的任何权利或权益。

/s/ Chen Yizhou

陈一舟 (Chen Yizhou)

Date: December 23, 2010

SPOUSAL CONSENT

配偶同意函

I, Chen Yan, am the lawful spouse of Liu Jian. I hereby consent unconditionally that a certain percentage of the equity interest in Beijing Qianxiang Tiancheng Technology Development Co., Ltd. that is held by and registered in the name of my spouse will be disposed of pursuant to the arrangements under the Amended and Restated Loan Agreement, the Amended and Restated Equity Option Agreement and the Amended and Restated Equity Interest Pledge Agreement, which were executed by my spouse on December 23, 2010.

本人，陈雁，刘健之合法配偶，在此无条件同意：本人配偶所持有的并登记于其名下的北京千橡天成科技发展有限公司一定比例之股权，将按照本人配偶于2010年12月23日签署的《修订及重述之借款协议》、《修订及重述之股权期权协议》及《修订及重述之股权质押协议》项下之安排进行处分。

I further undertake not to take any action with the intent to interfere with the above arrangements, including making any claim that such equity interest constitutes property or community property between myself and my spouse. I hereby waive unconditionally and irrevocably any rights or entitlements whatsoever to such equity interest that may be granted to me according to any applicable laws.

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张该等股权构成本人与本人配偶之间的财产或共同财产。本人在此无条件地并不可撤销地放弃依照适用之法律可能授予本人的该等股权的任何权利或权益。

/s/ Chen Yan

陈雁

Date: December 23, 2010

AMENDED AND RESTATED
LOAN AGREEMENT

This Amended and Restated Loan Agreement (this "**Agreement**") was 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) and dated December 23, 2010

by and between the following parties:

(1) **LENDER: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.**
Registered Address: Room 701A, South, Yinhai Plaza, Jia No 10,
Zhongguancun South Street, Haidian District, Beijing, China
Legal Representative: Chen Yizhou

and

(2) **BORROWER**: Liu Jian
PRC Identification Card No: 310102197211124453
Residential Address: Room 1504, No.2, Nong 138, Nandan Road, Xuhui District, Shanghai, China

(individually a "**Party**" and collectively the "**Parties**")

WHEREAS:

A. James Liu currently holds 1% equity interest (amounting to RMB 100,000) in Beijing Qianxiang Tiancheng Technology Development Co., Ltd. ("**Tian Cheng**").

B. In order to contribute the initial registered capital and the subsequent increased registered capital of Tian Cheng in an aggregate amount of RMB 1,000,000, the Borrower had requested from the Lender financial support in an aggregate amount of RMB 100,000. The Lender had agreed to provide such financial support and concluded with the Borrower a loan agreement on 10 September 2010 ("**Previous Loan Agreement**").

C. Both the Lender and the Borrower believe it is in the best interest of the Parties and Tian Cheng to amend and restate the Previous Loan Agreement to clarify and streamline the rights and obligations of the Borrower and the Lender under the Previous Loan Agreement.

THEREFORE, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

1. Purpose and Sum of the Loan

1.1 Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower in the principal amount of up to RMB 100,000 ("**Loan**"). Such Loan shall be interest-free throughout the term of the Loan.

1.2 Subject to the conditions precedent set forth below, Lender has transferred the balance of the principal amount the Borrower is entitled to under this Agreement pursuant to the Previous Loan Agreement. The Borrower confirms the receipt and sufficiency of the Loan on the date hereof.

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 except when the written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

2.2 The Borrower hereby agrees and warrants that such Loan provided by the Lender shall be used only for the investment in Tian Cheng. Without the Lender's prior written consent, the Borrower shall not transfer or pledge its equity interest hereunder to any other third party.

2.3 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loan in advance except upon the Lender's requirement or the expiration of this Agreement. The Borrower shall repay the Loan only in the following way and amount: the Borrower shall repay the Loan only by using all the funds obtained by him from transferring all of the Borrower's equity in Tian Cheng 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 Tian Cheng is transferred as stipulated above and if all the 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 advance 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 Joseph Chen (the current legal representative of the Lender) quits or is dismissed from the Lender or the Lender's affiliated corporations;

2.4.3 The Borrower commits crime or is involved in crime;

2.4.4 Any third party claims debt of the Borrower exceeding RMB1,000,000 (RMB one million) which the Borrower is not able to repay;

2.4.5 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or

2.4.6 In the event that 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 written waiver to all the conditions that have not been satisfied has been obtained:

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 Simultaneously with the execution of this Agreement, the Parties have executed an Amended and Restated 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 Tian Cheng, to the extent permitted under PRC laws.

3.1.4 Simultaneously with the execution of this Agreement, the Parties have executed an Amended and Restated Equity Interest Pledge Agreement ("**Pledge Agreement**"), pursuant to which the Borrower has pledged all of his equity interest in Tian Cheng 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 for civil rights and has the 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;

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 shareholder's right in Tian Cheng 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 for the execution and performance of this Agreement from the third party and governmental departments in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender;

4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, which is 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 Tian Cheng hereby undertakes to, and causes Tian Cheng 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;

5.2 The Borrower further commits to the Lender, within 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 Tian Cheng;

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 Tian Cheng;

5.2.3 he shall procure that the shareholders' meeting of Tian Cheng 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 Tian Cheng without prior written consent of the Lender;

5.2.5 he shall immediately and unconditionally transfer all or part of his equity interest in Tian Cheng 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 Tian Cheng 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 Tian Cheng held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loan hereunder, the payment of the service fees under the Amended and Restated Exclusive Technical Service Agreement and the license fees under the Amended and Restated Intellectual Property Right License Agreement, and enter into the Pledge Agreement with Lender;

5.3.2 appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Tian Cheng held by the Borrower simultaneously with the execution of this Agreement and sign and deliver a power of attorney ;

5.3.3 confirm and ratify in the capacity of a shareholder of Tian Cheng that the Borrower is bound by the Business Operation Agreement entered into by the Lender, Tian Cheng and the Borrower on December 23 2010;

5.3.4 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 Tian Cheng 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**") 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.

12.5 This Agreement amends and restates the Previous Loan Agreement. In the event of any discrepancy between this Agreement and the Previous Loan Agreement, this Agreement shall prevail to the extent of the discrepant provisions.

[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: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

BORROWER: Liu Jian

By: /s/ Liu Jian

AMENDED AND RESTATED
LOAN AGREEMENT

This Amended and Restated Loan Agreement (this "**Agreement**") was 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) and dated December 23, 2010

by and between the following parties:

(1) **LENDER: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.**
Registered Address: Room 701A, South, Yinhai Plaza, Jia No 10,
Zhongguancun South Street, Haidian District, Beijing, China
Legal Representative: Chen Yizhou

and

(2) **BORROWER**: Yang Jing
PRC Identification Card No: 532721197005100025
Residential Address: Room 202, Unit 1, No 275, Ninger Street, Simao District,
Pu'er City, Yunnan, China

(individually a "**Party**" and collectively the "**Parties**")

WHEREAS:

A. Yang Jing currently holds 99% equity interest (amounting to RMB 9,900,000) in Beijing Qianxiang Tiancheng Technology Development Co., Ltd ("**Tian Cheng**").

B. In order to contribute the initial registered capital and the subsequent increased registered capital of Tian Cheng in an aggregate amount of RMB 10,000,000, the Borrower had requested from the Lender financial support in an aggregate amount of RMB 9,900,000. The Lender had agreed to provide such financial support and concluded with the Borrower a loan agreement on 5 June 2006, which was amended on 10 September 2010 ("**Previous Loan Agreements**").

C. Both the Lender and the Borrower believe it is in the best interest of the Parties and Tian Cheng to amend and restate the Previous Loan Agreements to clarify and streamline the rights and obligations of the Borrower and the Lender under the Previous Loan Agreements.

THEREFORE, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

1. Purpose and Sum of the Loan

1.1 Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower in the principal amount of up to RMB 9,900,000 (each loan principal drawn by the Borrower referred to as a "**Loan**", and collectively the "**Loans**"). Such Loans shall be interest-free throughout the term of the Loans.

1.2 Subject to the conditions precedent set forth below, Lender has transferred in installments the balance of the principal amount the Borrower is entitled to under this Agreement pursuant to the Previous Loan Agreements. The Borrower confirms the receipt and sufficiency of the Loans on the date hereof.

2. Loan Terms

2.1 The term for such Loans will be ten (10) years, calculated from the date when the Borrower actually draws each of the Loans. The term under this Agreement shall be automatically extended for another ten years except when written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

2.2 The Borrower hereby agrees and warrants that such Loans provided by the Lender shall be used only for the investment in Tian Cheng. Without the Lender's prior written consent, the Borrower shall not transfer or pledge its equity interest hereunder to any other third party.

2.3 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loans in advance except upon the Lender's requirement or the expiration of this Agreement. The Borrower shall repay the Loans only in the following way and amount: the Borrower shall repay the Loans only by using all the funds obtained by her from transferring all of the Borrower's equity in Tian Cheng 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 Tian Cheng is transferred as stipulated above and if all the fund thereof is repaid to the Lender by the Borrower, all the outstanding Loans hereunder shall be regarded as repaid.

2.4 The Lender and the Borrower agree and confirm that the Borrower shall immediately repay the Loans in advance 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 Joseph Chen (the current legal representative of the Lender) quits or is dismissed from the Lender or the Lender's affiliated corporations;

2.4.3 The Borrower commits crime or is involved in crime;

2.4.4 Any third party claims debt of the Borrower exceeding RMB1,000,000 (RMB one million) which the Borrower is not able to repay;

2.4.5 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or

2.4.6 In the event that the Lender issues a written notice to the Borrower for repayment of the Loans.

3. Conditions Precedent to the Disbursement of the Loans

3.1 The Lender shall not be obliged to make any disbursement of the Loans unless all of the following conditions have been satisfied or written waiver to all the conditions that have not been satisfied has been obtained:

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 Simultaneously with the execution of this Agreement, the Parties have executed an Amended and Restated 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 Tian Cheng, to the extent permitted under PRC laws.

3.1.4 Simultaneously with the execution of this Agreement, the Parties have executed an Amended and Restated Equity Interest Pledge Agreement ("**Pledge Agreement**"), pursuant to which the Borrower has pledged all of her equity interest in Tian Cheng 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 for civil rights and has the 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;

4.1.3 This Agreement shall constitute a binding obligation of the Borrower, enforceable against her 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 shareholder's right in Tian Cheng 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 for the execution and performance of this Agreement from the third party and governmental departments in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender;

4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, which is 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 Tian Cheng hereby undertakes to, and causes Tian Cheng 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;

5.2 The Borrower further commits to the Lender, within the term of this Agreement, as follows:

5.2.1 she shall take all the measures to guarantee and maintain her identification and status as a shareholder of Tian Cheng;

5.2.2 she shall not transfer or dispose of any of her equity interest or other rights or powers pertinent to her equity interest in Tian Cheng;

5.2.3 she shall procure that the shareholders' meeting of Tian Cheng 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 she shall not carry out any action bearing material influences on the assets, business, obligations or liabilities of Tian Cheng without prior written consent of the Lender;

5.2.5 she shall immediately and unconditionally transfer all or part of her equity interest in Tian Cheng 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 Tian Cheng waive any prior right over purchasing such shares, as required by the Lender;

5.2.6 she shall strictly observe her 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 Tian Cheng held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loans hereunder, the payment of the service fees under the Amended and Restated Exclusive Technical Service Agreement and the license fees under the Amended and Restated Intellectual Property Right License Agreement, and enter into the Pledge Agreement with Lender;

5.3.2 appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Tian Cheng held by the Borrower simultaneously with the execution of this Agreement and sign and deliver a power of attorney;

5.3.3 confirm and ratify in the capacity of a shareholder of Tian Cheng that the Borrower is bound by the Business Operation Agreement entered into by the Lender, Tian Cheng and the Borrower on December 23 2010;

5.3.4 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 Tian Cheng from the Borrower at an agreed price pursuant to the Option Agreement.

6. Default

If the Borrower fails to perform her repayment obligation pursuant to this Agreement, an overdue interest at the rate of 0.01% per day upon the outstanding amount of the Loans 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**") 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 Loans were 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 her 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.

12.5 This Agreement amends and restates all Previous Loan Agreements. In the event of any discrepancy between this Agreement and any Previous Loan Agreement, this Agreement shall prevail to the extent of the discrepant provisions.

[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: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

BORROWER: Yang Jing

By: /s/ Yang Jing

AMENDED AND RESTATED
EXCLUSIVE TECHNICAL SERVICE AGREEMENT

This Amended and Restated Exclusive Technical Service Agreement (this "**Agreement**") is entered in Beijing, People's Republic of China (the "**PRC**", excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for purposes of this agreement) and dated December 23, 2010 by and between the following two parties:

(1) PARTY A: **Qianxiang Shiji Technology Development (Beijing) Co., Ltd.**
Legal Address: Room 701A, South, Yinhai Plaza, Jia No. 10, Zhongguancun South Street,
Haidian District, Beijing, China
Legal Representative: Chen Yizhou

(2) PARTY B: **Beijing Qianxiang Tiancheng Technology Development Co., Ltd.**
Legal Address: B 389, 3/F, Building 7, No 48, Zhongguancun South Street,
Haidian District, Beijing, China
Legal Representative: Yang Jing

(Individually a "**Party**", and collectively the "**Parties**")

WHEREAS:

A. Party A, a wholly foreign-owned enterprise registered in the PRC under the laws of the PRC, owns the technology for the operation of the business of value-added telecommunication services;

B. Party B, a domestic company registered in the PRC, is licensed by the relevant government authorities to engage in the business of value-added telecommunication services; and

C. Party A agrees to be the provider of technical services to Party B for its operation of the business of value-added telecommunication services, and Party B hereby agrees to accept such technical services.

THEREFORE, the Parties through friendly negotiation and based on the principle of equality and mutual benefit, enter into the Agreement as follows:

1. Technical Services; Ownership and Exclusive Interests

1.1 During the term of this Agreement, Party A agrees to provide the relevant technical services to Party B (as specified in Appendix 1, the "**Services**") in accordance with the Agreement.

1.2 Party B hereby agrees to accept the Services. Party B further agrees that, during the term of this Agreement, it shall not utilize any third party to provide such Services for such above-mentioned business without the prior written consent of Party A.

1.3 Party A shall be the sole and exclusive owner of all rights, title, interests and intellectual property rights arising from the performance of this Agreement, including, but not limited to, any copyrights, patent, know-how, commercial secrets and otherwise, whether developed by Party A or Party B based on Party A's intellectual property.

1.4 Party B covenants that Party A has the priority on cooperation with Party B in the same condition in case Party B is going to cooperate with other enterprises in respect of any business.

2. Calculation and Payment of the Fee for Technical Services (the "Fee")

The Parties agree that the Fee under this Agreement shall be determined according to Appendix 2.

3. Representations and Warranties

3.1 Party A hereby represents and warrants as follows:

3.1.1 Party A is a company duly registered and validly existing under the laws of the PRC;

3.1.2 Party A has full right, power, authority and capacity and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts;

3.1.3 the Agreement will constitute a legal, valid and binding agreement of Party A enforceable against it in accordance with its terms upon its execution.

3.2 Party B hereby represents and warrants as follows:

3.2.1 Party B is a company duly registered and validly existing under the laws of the PRC and is licensed to engage in the business of value-added telecommunication services.

3.2.2 Party B has full right, power, authority and capacity and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once the Agreement has been duly executed by the Parties, it will constitute a legal, valid and binding agreement of Party B enforceable against it in accordance with its terms upon its execution.

4. Confidentiality

4.1 Party B agrees to use all reasonable means to protect and maintain the confidentiality of Party A's confidential data and information acknowledged or received by Party B by accepting the Services from Party A (collectively the "**Confidential Information**"). Party B shall not disclose or transfer any Confidential Information to any third party without Party A's prior written consent. Upon termination or expiration of this Agreement, Party B shall, at Party A's option, return all and any documents, information or software containing any of such Confidential Information to Party A or destroy it, delete all of such Confidential Information from any memory devices, and cease to use them. Party B shall take necessary measures to keep the Confidential Information to the employees, agents or professional consultants of Party B for whom it is necessary to know such Information and procure them to observe the confidential obligations hereunder.

4.2 The limitation stipulated in Section 4.1 shall not apply to:

4.2.1 the materials available to the public at the time of disclosure;

4.2.2 the materials that become available to the public after the disclosure without fault of Party B;

4.2.3 the materials Party B prove to have obtained the control thereof neither directly nor indirectly from any other party before the disclosure;

4.2.4 the information that each Party is required by law to disclose to relevant government authorities, stock exchange institute, or the above Confidential Information that is necessary to be disclosed directly to the legal counselor and financial consultant in order to maintain its usual business.

4.3 Both Parties agree that this article shall survive the modification, elimination or termination of this Agreement.

5. Indemnity

In the event that a Party fails to comply with any of its obligations hereunder and such failure results in direct losses to the other Party, the defaulting Party shall make full and effective compensation to the other Party promptly upon receipt of a written notice from the non-defaulting Party. The compensation that the defaulting Party shall pay to the non-defaulting Party for its defaulting action shall be equivalent to the actual losses caused by its default, which shall not include special, consequential or punitive damages or compensation for lost profit. If the failure renders impossible the continued performance of this Agreement, the other Party shall have the right to terminate this Agreement.

6. Effective Date and Term

6.1 This Agreement shall be effective upon its being signed by the Parties hereunder. The term of this Agreement is ten (10) years, unless earlier terminated as set forth in this Agreement or in accordance with the terms set forth in the agreement entered into by both Parties separately.

6.2 This Agreement shall be automatically extended for another ten (10) years except if Party A gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

7. Termination

7.1 This Agreement shall expire on the date due unless this Agreement is extended as set forth in the relevant terms hereunder.

7.2 During the term of this Agreement, Party B is not permitted to terminate this Agreement early, except as provided in Section 5 above. Notwithstanding the foregoing, Party A may terminate this Agreement at any time with a written notice to Party B thirty (30) days before such termination. If Party A terminates the Agreement early for reasons attributable to Party B, Party B shall be obligated to compensate all the losses caused thereby to Party A and shall pay the relevant fees for the services provided.

7.3 Sections 4, 5 and 8 shall survive the termination or expiration of this Agreement.

8. Settlement of Disputes

8.1 The Parties shall strive to settle any dispute arising from the interpretation or performance in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation, each Party can submit such matter to China International Economic and Trade Arbitration Commission (the "**CIETAC**"). 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 both Parties. This article shall not be influenced by the termination or elimination of this Agreement.

8.2 Each Party shall continue to perform its obligations in good faith according to the provisions of this Agreement except for the matters in dispute.

9. Force Majeure

9.1 Force Majeure, which includes but is not limited to, acts of governments, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning, war, means any event that is beyond the Party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event of Force Majeure. The affected Party who is claiming to be not liable to its failure of fulfilling this Agreement by Force Majeure shall inform the other Party, without delay, of the approaches of the performance of this Agreement by the affected Party.

9.2 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 means 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. After the event of Force Majeure is removed, both Parties agree to resume performance of this Agreement with their best efforts.

10. Notices

Notices 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 or by facsimile transmission to the address of the relevant Party or Parties set forth below.

PARTY A: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.

Address	:	Room 701A, South, Yinhai Plaza, Jia No. 10, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818
Addressee	:	Cheng Yizhou

PARTY B: Beijing Qianxiang Tiancheng Technology Development Co., Ltd.

Address	:	B 389, 3/F, Building 7, No 48, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tele	:	(86 10) 8448 1818

11. Assignment

Party B shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party A. Party A may transfer its rights or obligations under this Agreement to any third party without the consent of Party B, but shall inform Party B of the above assignment.

12. Severability

Any provision of this Agreement that is invalid or unenforceable because of any inconsistency with relevant law shall be ineffective or unenforceable within such jurisdiction where the relevant law governs, without affecting in any way the remaining provisions hereof.

13. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

This Agreement amends and restates the Exclusive Technical Service Agreement and the Supplementary Agreement for the Exclusive Technical Service Agreement entered into by the Parties before the date of this Agreement with respect to Party A's provision of Services to Party B for service fees ("**Previous Agreements**"). In the event of any discrepancy between this Agreement and any Previous Agreement, this Agreement shall prevail to the extent of the discrepant provisions.

14. 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.

[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.

PARTY A: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

PARTY B: Beijing Qianxiang Tiancheng Technology Development Co., Ltd.
(Company Seal)

By: /s/ Yang Jing
Authorized Representative: Yang Jing

APPENDIX 1: THE LIST OF TECHNICAL SERVICES

Party A shall provide Services to Party B, which shall include without limitation the following (to the extent permitted under applicable PRC laws and regulations):

1. maintenance of servers;
2. development, update and upgrading of server application software and its application in ICP business;
3. development, update and upgrading of web-user application software;
4. e-commerce technical services ;
5. training of technical staff;
6. technical consulting services related to Party B's business; and
7. other reasonable technical services requested by Party B.

APPENDIX 2: CALCULATION AND PAYMENT OF THE FEE FOR TECHNICAL SERVICES

During the term of this Agreement, the Fee payable by Party B to Party A for the Services rendered according to Appendix 1 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 Fee rate based on the quantity, easiness, urgency of the Services provided by it to Party B and other factors 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 A 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.

AMENDED AND RESTATED
INTELLECTUAL PROPERTY RIGHT LICENSE AGREEMENT

This Amended and Restated 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 December 23, 2010, by and between

(1) The Licensor: **Qianxiang Shiji Technology Development (Beijing) Co., Ltd.** Legal Address: Room 701A, South, Yinhai Plaza, Jia No. 10, Zhongguancun South Street, Haidian District, Beijing, China Legal Representative: Chen Yizhou

and

(2) The Licensee: **Beijing Qianxiang Tiancheng Technology Development Co., Ltd.** Legal Address: B 389, 3/F, Building 7, No. 48, Zhongguancun South Street, Haidian District, Beijing, China Legal Representative: Yang Jing

WHEREAS:

A. The Licensor, a wholly foreign-owned enterprise registered in Beijing under the laws of the PRC, is the lawful owner of the domain names, registered trademarks and non-patent technology (software) listed in Exhibit 1 of this Agreement (the "**Intellectual Property Rights Under the Agreement"**) ;

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 Under the Agreement 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:

1A. **EFFECTIVE DATE**

This Agreement shall be effective from December 23, 2010 (**"Effective Date"**).

1. Grant of License

1.1 The Intellectual Property Rights under the Agreement

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 under the Agreement, in the Licensee's operations in the PRC. Without the Licensor's consent, the Licensee shall not, by license, assignment or in any other manner, permit a third party to use the Intellectual Property Rights under the Agreement.

1.2 Scope

1.2.1 The Licensee shall only use the Intellectual Property Rights under the Agreement in its own normal business operations. Without the Licensor's consent, the Licensee shall not use the Intellectual Property Rights under the Agreement 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 and other territories where the Licensor may grant the Licensee in writing from time to time (**"Licensed Territory"**). The Licensee agrees that it will not make, or authorize, any direct or indirect use of the Intellectual Property Rights under the Agreement 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 under the Agreement 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 Under the Agreement; or

1.4.2 apply for the registration of any of the Intellectual Property Rights Under the Agreement 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.

3. Goodwill

The Licensee recognizes the value of the goodwill associated with the Intellectual Property Rights under the Agreement and the relevant rights, and acknowledges that the Intellectual Property Rights under the Agreement 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 by accepting licensing of the Intellectual Property Rights Under the Agreement 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 destroy it and delete such Confidential Information from any electronic devices. The Licensee shall not disclose, grant or transfer any Confidential Information to any third party and will not use the Confidential Information without the Licensor's written consent. 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 has become available to the public and such availability was not due to the Licensee's disclosure of it;

4.2.2 the Licensee acquired the Confidential Information directly or indirectly from other sources before receiving it from the Licensor;

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;

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, 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;

5.1.4 the Licensor is the lawful owner of the Intellectual Property Rights under the Agreement. The Licensor shall have 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 under the Agreement.

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 the value-added telecom service;

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 this Agreement, which shall not be against any enforceable and effective laws or contracts;

5.2.3 the Licensee will not use or authorize the use of any Intellectual Property Rights Under the Agreement or symbols which the Licensor judges, at its sole discretion, to be similar to the Intellectual Property Rights Under the Agreement and could cause confusion.

5.2.4 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.

6. <u>The Licensee further represents and warrants as follows</u>

6.1 The Licensee agrees that it will not, during the term of this Agreement, or thereafter, attack the rights of Licensing or any rights of the Licensor in and to the Intellectual Property Rights under the Agreement or attack the validity of this Agreement, or otherwise take or fail to take any action that impairs such rights or license.

6.2 The Licensee agrees to 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 Under the Agreement. In the event any third party lodges a claim concerning the Intellectual Property Rights Under the Agreement, 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 on the above mention Intellectual Property Rights Under the Agreement, the Licensee shall notify the Licensor in writing of any infringements, or imitation by others of the Intellectual Property Rights Under the Agreement 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.

6.3 The Licensee further agrees to use the Intellectual Property Rights Under the Agreement only in accordance with this Agreement and shall not use the Intellectual Property Rights Under the Agreement in any way that, in the opinion of the Licensor, is deceptive, misleading or in any way damaging to such Intellectual Property Rights Under the Agreement or the reputation of the Licensor.

6.4 Without the Licensor's consent, the Licensor may not, and may 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.

7. **Quality**

The Licensee shall use its best efforts to ensure that its operations protect and enhance the reputation of the Intellectual Property Rights Under the Agreement.

8. Promotion Material

In all cases where the Licensee makes promotion material involving the Intellectual Property Rights under the Agreement, 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 under the Agreement thereto shall be the sole and exclusive property of the Licensor whether developed by the Licensor or the Licensee.

The Licensee agrees not to advertise or publicize any of the Intellectual Property Rights under the Agreement on radio, television, papers, magazines, the Internet without the prior written consent of the Licensor.

9. Effective Date and Term

9.1 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 5 (five) years unless earlier terminated as set forth in this Agreement.

9.2 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 3 months to determine whether to make any amendment or supplement to this Agreement.

9.3 This Agreement shall be extended for 5 (five) years upon agreement of both the Licensor and the Licensee.

10. Record Filing

Within 3 (three) months upon 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 competent 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.

11. Termination

11.1 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.

11.2 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 6.1, 6.2, 6.3 and 6.4 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.

11.3 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.

11.4 Article 3, 4, 6, 15 and 16 shall survive the termination or expiration of this Agreement.

12. Force Majeure

12.1 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.

12.2 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.

13. 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 or by facsimile transmission to the address set forth below.

The Licensor: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.

Address	:	Room 701A, South, Yinhai Plaza, Jia No. 10, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tel	:	(86 10) 8448 1818
Addressee	:	Chen Yizhou

The Licensee: Beijing Qianxiang Tiancheng Technology Development Co., Ltd.

Address	:	B 389, 3/F, Building 7, No. 48, Zhongguancun South Street, Haidian District, Beijing, China
Fax	:	(86 10) 5108 5666
Tel	:	(86 10) 8448 1818
Addressee	:	Yang Jing

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 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 and shall take place in Beijing. 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.

This Agreement amends and restates the Intellectual Property Right License Agreements entered into by the Licensor and the Licensee on April 30, 2006 ("**Previous Agreement**"). In the event of any discrepancy between this Agreement and the Previous Agreement, this Agreement shall prevail to the extent of the discrepant provisions.

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.

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.]

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: Qianxiang Shiji Technology Development (Beijing) Co., Ltd.
(Company Seal)

By: /s/ Chen Yizhou
Authorized Representative: Chen Yizhou

The Licensee: Beijing Qianxiang Tiancheng Technology Development Co., Ltd.
(Company Seal)

By: /s/ Yang Jing
Authorized Representative: Yang Jing

LIST OF LICENSED INTELLECTUAL PROPERTY RIGHTS UNDER THE AGREEMENT

EXHIBIT 2

CALCULATION METHOD AND FORM OF PAYMENT OF LICENSE FEE

1. Both the Licensor and the Licensee agree that, in consideration of the Intellectual Property Rights Under the Agreement 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 Intellectual Property Rights Under the Agreement 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.

Exhibit 10.15

EXECUTION VERSION

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (this "***Agreement***") is made and entered into on 30 December 2010, by and between Renren Inc. (formerly, Oak Pacific Interactive), an exempted company incorporated under the Companies Law (as amended) of the Cayman Islands ("***Seller***"), and Oak Pacific Holdings, an exempted company incorporated under the Companies Law (as amended) of the Cayman Islands ("***Buyer***").

RECITALS:

WHEREAS, Seller is the legal and beneficial owner of the following shares (collectively, the "***Target Shares***") of the following companies (each a "***Target***" and collectively, the "***Targets***"):

Target	Class of Shares and percentage owned by Seller	Number of Shares
Mop.com, a Cayman Islands company	Ordinary Shares, US$.0001 par value (100%)	87,037,000
Gummy Inc., a Japanese corporation	Common Stock (100%)	15,495
Global Net Limited	Ordinary Shares, US$.001 par value (19.9%)	9,950,000

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Target Shares on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, Seller and Buyer do hereby agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1. **Purchase and Sale of Shares**. Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, assigns, and transfers to Buyer, and Buyer hereby purchases from Seller, the Target Shares at the Closing (as hereinafter defined) for the total purchase price of US$18,443,321 (the "***Total Purchase Price***"), allocated as follows:

Target Shares	Purchase Price
Mop.com	US$ 14,541,421
Gummy Inc.	US$ 3,600,000
Global Net Limited	US$ 301,900
Total Purchase Price	US$ 18,443,321

1.2. **Closing**. The closing under this Agreement with respect to the purchase and sale of the Target Shares (the "***Closing***") will take place simultaneously with the execution of this Agreement. At the Closing: (A) Seller shall (i) execute a share transfer effecting the sale and transfer of the Target Shares in the form attached hereto as **Exhibit A**, (ii) deliver the share certificate(s), if any, representing the Target Shares to Buyer, and (iii) as applicable, deliver updated registers of members of each Target; and (B) Buyer shall pay to Seller the Total Purchase Price by executing and delivering to Seller a duly executed Promissory Note, in the form attached hereto as **Exhibit B** (the "***Note***").

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

2.1. **Power and Authority**. Seller (i) is an exempted company incorporated under the Companies Law (as amended) of the Cayman Islands, duly organized, validly existing and in good standing under the laws of the Cayman Islands; (ii) has all requisite corporate power and capacity to make, execute, deliver and perform this Agreement; and (iii) the execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action, other than formal written approval of SOFTBANK CORP under Clause 7.7(a)(x) of Seller's Articles of Association. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms except as the enforcement thereof may be limited only by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

2.2. **No Violation of Constituent Documents**. The execution, delivery and performance of this Agreement by Seller will not conflict with or result in the breach of any term or provision of, or violate, or constitute a default under Seller's Memorandum and Articles of Association, as in effect on the date hereof.

2.3. **Ownership of Shares**. Seller is the legal and beneficial owner of the Target Shares free and clear of all liens, restrictions, claims, security interests and encumbrances of any kind, nature or description (collectively, "***Encumbrances***"), and after giving effect to the transactions contemplated hereby, Buyer will acquire good, valid and marketable title to the Target Shares, free and clear of all Encumbrances.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

3.1. **Power and Authority**. Buyer (i) is an exempted company incorporated under the Companies Law (as amended) of the Cayman Islands, duly organized, validly existing and in good standing under the laws of the Cayman Islands; (ii) has all requisite corporate power and capacity to make, execute, deliver and perform this Agreement and the Note; and (iii) the execution, delivery and performance of this Agreement and the Note by Buyer has been duly authorized by all necessary corporate action. This Agreement and the Note constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as the enforcement thereof may be limited only by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

3.2. **No Violation of Constituent Documents**. The execution, delivery and performance of this Agreement and the Note by Buyer will not conflict with or result in the breach of any term or provision of, or violate, or constitute a default under Buyer's Memorandum and Articles of Association, as in effect on the date hereof.

3.3. **Investment Purpose**. Buyer is acquiring the Target Shares solely for the purpose of investment and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Target Shares are not registered under any applicable law, and that the Target Shares may not be transferred or sold except pursuant applicable securities laws and regulations.

ARTICLE IV
MISCELLANEOUS

4.1. **Post-Closing Covenants**. Buyer and Seller shall endeavor to complete or cause to be completed through mutual agreement and cooperation the following matters as soon as practical after closing:

(a) Attend to the registration procedures for the change of Liandong's shareholder at the local commerce bureau and administration of commerce;

(b) Cause Hu Lian to sign new VIE agreements with Liandong;

(c) Arrange for the appropriate relocation of assets relating to SNS, web-based games (Renren), and group social commerce (Nuomi), and those to be spun off therefrom;

(d) Cause the relevant employees to be migrated to enter into proper employment contracts; and

(e) Attend to the necessary debt reorganization among the Mop entities, Gummy entities and Renren entities upon the settlement of the 2010 year-end audit of final receivables/payable amounts.

4.2. **Non-Reliance**. Buyer acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of Targets, and, in making its determination to proceed with the transactions contemplated by this Agreement, Buyer has relied solely on the results of its own independent investigation and verification, and the representations and warranties of the Company expressly and specifically set forth in ARTICLE II. The representations and warranties by Seller expressly and specifically set forth in ARTICLE II constitute the sole and exclusive representations, warranties, and statements of any kind of Seller in connection with the transactions contemplated hereby, and Buyer understands, acknowledges and agrees that all other representations, warranties, and statements of any kind or nature, whether express or implied (including any relating to the respective future or historical financial condition, results of operations, prospects, assets or liabilities of the Targets, or the quality, quantity or condition of the respective assets of each Target), are specifically disclaimed by Seller. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN ARTICLE II, (X) BUYER IS ACQUIRING THE TARGETS ON AN "AS IS, WHERE IS" BASIS AND (Y) NEITHER SELLER NOR ANY EQUITYHOLDER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, REPRESENTATIVE, ADVISOR, OR AGENT OF SELLER, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY, IS MAKING, AND BUYER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE TARGETS, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) BUYER OR ANY OF ITS REPRESENTATIVES.

4.3. **Governing Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Cayman Islands, without giving effect to any choice or conflict of law provision or rule.

4.4. **Expenses**. All costs and expenses incurred in connection with this Agreement and each other agreement, document and instrument contemplated by this Agreement and the transactions contemplated hereby and thereby shall be paid by the party incurring such costs and expenses.

4.5. **Public Announcements**. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements or otherwise communicate with any news media the subject matter of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate and mutually agree as to the timing and contents of any such announcement or communication.

4.6. **Further Assurances**. The parties hereto will execute such further instruments and documents as are or may be necessary or recommended to effectuate and carry out the transactions contemplated by this Agreement.

4.7. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original (including copies sent to a party by fax or e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via fax or e-mail shall be considered authentic and binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as a deed on the day and year first above written.

SELLER:

Renren Inc.

By: /s/ James Liu
James Liu, Director

Witness:

(Signature)

(Printed name)

COMPANY:

Oak Pacific Holdings

By: /s/ Joseph Chen
Joseph Chen, Director

Witness:

(Signature)

(Printed name)

[Signature Page to Share Purchase Agreement]

EXHIBIT A

SHARE TRANSFER

SHARE TRANSFER

Reference is made to that certain Share Purchase Agreement (the "***Agreement***") made and entered into as of 30 December, 2010, by and between Renren Inc. (formerly, Oak Pacific Interactive), an exempted company incorporated under the Companies Law (as amended) of the Cayman Islands ("***Seller***"), and Oak Pacific Holdings, an exempted company incorporated under the Companies Law (as amended) of the Cayman Islands ("***Buyer***"). Capitalized terms used but not defined in this Share Assignment (this "***Assignment***") have the meanings ascribed to them in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned Seller does hereby fully grant and transfer to Buyer, all of Seller's right, title and interest in and to the following Target Shares to hold the same unto Buyer subject to the conditions on which Seller holds the same and Buyer does hereby agree to take the Target Shares subject to the conditions aforesaid.

Target	Class of Shares and percentage owned by Seller	Number of Shares
Mop.com, a Cayman Islands company	Ordinary Shares, US$.0001 par value (100%)	87,037,000
Gummy Inc., a Japanese corporation	Common Stock (100%)	15,495
Global Net Limited	Ordinary Shares, US$.001 par value (19.9%)	9,950,000

DATE: 30 December 2010.

Renren Inc.

By: /s/ James Liu
James Liu, Director

Oak Pacific Holdings

By: /s/ Joseph Chen
Joseph Chen, Director

EXHIBIT B

PROMISSORY NOTE

Exhibit 10.16

Execution Version

OAK PACIFIC INTERACTIVE

SERIES D SECURITIES PURCHASE AGREEMENT

April 4, 2008

Schedules and Exhibits

Schedule 4.15	Tax Filings
Schedule 4.17	Related-Party Transactions
Schedule 4.18	Labor Agreements and Actions
Schedule 4.19	Employee Benefits Plans
Schedule 4.29	Outstanding Borrowing
Exhibit A	Form of Amended and Restated Investors' Rights Agreement
Exhibit B	Form of Amended and Restated Right of First Offer and Co-Sale Agreement
Exhibit C	Schedule of Exceptions
Exhibit D	Form of Amended and Restated Voting Agreement
Exhibit E	Form of Amended and Restated Memorandum and Articles of Association of the Company
Exhibit F	Form of Legal Opinions
Exhibit G-1	Form of Indemnification Agreement
Exhibit G-2	Form of Share Restriction Agreement
Exhibit G-3	Executed Employment Agreement for each of Joseph Chen and James Liu
Exhibit H-1	Form of 2009 Series D Warrant
Exhibit H-2	Form of 2010 Series D Warrant
Exhibit I	Executed Joho Notes
Exhibit J	Executed SBI Notes
Exhibit K	Executed Onshore Documents for Tian Cheng
Exhibit L	List of Agreed Nominees and Reserved Nominees
Exhibit M	Form of Required Supplemental Documents
Exhibit N	List of Required Supplemental Documents
Exhibit O	Pro Forma Capitalization Table

OAK PACIFIC INTERACTIVE

SERIES D SECURITIES PURCHASE AGREEMENT

THIS SERIES D SECURITIES PURCHASE AGREEMENT (the "**Agreement**") is made as of April 4, 2008, by and among Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2004 Revision) of the Cayman Islands (the "**Company**") and the purchasers of the Series D Preferred Shares and Series D Warrant (the "**Series D Securities**") set forth on Schedule A hereof (each, an "**Investor**" and collectively, the "**Investors**").

RECITALS

The Company desires to sell the Series D Securities to the Investors and such Investors desire to purchase such Series D Securities from the Company, subject to the terms and conditions set forth in this Agreement.

In consideration of the foregoing recitals and the mutual promises hereinafter set forth, the sufficiency of which consideration the parties hereby acknowledge, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Interpretation.

1.1 Definitions. For purposes of this Agreement the following terms have the following meanings:

"**2006 Equity Incentive Plan**" means the Company's equity incentive plan duly approved by the Company's board of directors for issuance to officers, directors, advisors, consultants and employees of the Company and the Subsidiaries and effective from February 27, 2006.

"**2008 Equity Incentive Plan**" means the Company's equity incentive plan duly approved by the Company's board of directors for issuance to officers, directors, advisors, consultants and employees of the Company and the Subsidiaries and effective from January 31, 2008.

"**2009 Series D Warrant**" means the warrants, dated as of April 4, 2008, issued by the Company to the Investors set forth on Schedule A hereof pursuant to which such Investors have the right to buy, and the Company has the right to sell, Series D Preferred Shares on the terms specified therein, in substantially the form attached hereto as Exhibit H-1.

"**2010 Series D Warrant**" means the warrants, dated as of April 4, 2008, issued by the Company to the Investors set forth on Schedule A hereof pursuant to which such Investors have the right to buy, and the Company has the right to sell, Series D Preferred Shares on the terms specified therein, in substantially the form attached hereto as Exhibit H-2.

"**Affiliate**" in relation to any Person means any other Person which is, directly or indirectly, controlled by, under common control with, or in control of, such Person; the term "control" being used in the sense of the power to direct or cause the direction of the management and polices of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Alternative Onshore Structure**" means any or all (as reasonably designated by the Investors) of the following actions to the extent the Investors are advised in writing by a leading PRC law firm selected by the Investors that such action is permitted by applicable PRC law (unless the implementation thereof, in the Company's reasonable determination, would be unduly burdensome to the Company in which case the Investors may waive such implementation or require implementation, with the Investors agreeing to indemnify the Company against any costs or losses caused by such implementation to the extent such implementation is unduly burdensome):

(a) replacement of the Agreed or Reserved Nominees with one or more nominees selected by the Investors;

(b) amendment or restatement of any or all of the Onshore Documents, inter alia, such that the nominees thereunder are obligated to procure performance of the obligations of the Subsidiaries (other than Shi Ji) under the Onshore Documents; and/or

(c) execution and delivery of agreements to which the nominees would be party pursuant to which collateral owned by the nominees outside China would be held as security, pursuant to security arrangements satisfactory to the Investors, for the performance of their obligations to Shi Ji or any party to this Agreement.

"**BBS**" means Bulletin Board Service.

"**Business Day**" means any day on which banks are open for business in New York City, Hong Kong and the PRC.

"**CIAC**" means CIAC/ChinaInterActiveCorp, an exempted company incorporated under the Companies Law (2004 Revision) of the Cayman Islands.

"**Closing**" means the closing of the purchase and sale of the Series D Securities.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Companies Law**" means the Companies Law (2004 Revision) of the Cayman Islands

"**Condition of the Company**" means the assets, business, properties, operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole.

"**Contract**" means any agreement, understanding, instrument, contract, bond, commitment, franchise, indemnity, indenture, note, evidence of indebtedness, instrument, lease, mortgage, guaranty or license, whether or not in writing, including all amendments, modifications, assignments or instruments of any kind or character related thereto.

"**Conversion Shares**" means the Company's Ordinary Shares issuable pursuant to conversion of the Series D Preferred Shares issued hereunder (including, without limitation, the Series D Preferred Shares issuable upon exercise of the Series D Warrants).

"**Copyrights**" mean any foreign or United States copyright registrations and applications for registration thereof, and any non-registered copyrights.

"**Employment Agreement**" means the employment agreement by and between the Company and each of Joseph Chen and James Liu dated the date hereof.

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974, as amended.

"**Foreign Official**" means an employee of a Governmental Authority, a foreign official, a member of a foreign political party, a foreign political candidate, an officer of a public international organization, or an officer or employee of a PRC state-owned enterprise, where the term "foreign" has the meaning ascribed to it under the United States Foreign Corrupt Practices Act.

"**Governmental Authority**" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"**Group**" means the Company and its Subsidiaries and "**Group Member**" means any one of them.

"**Indebtedness**" means, as to any Person, (a) all obligations of such Person for borrowed money (including, without limitation, reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured), (b) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable and accrued commercial or trade liabilities arising in the ordinary course of business, (c) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person under leases which have been or should be, in accordance with U.S. GAAP, recorded as capital leases, (f) all indebtedness secured by any lien (other than liens in favor of lessors under leases other than leases included in clause (e)) on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person, and (g) any contingent obligation (as determined in accordance with U.S. GAAP) of such Person.

"**Internet Assets**" means any Internet domain names and other computer user identifiers and any rights in and to sites on the worldwide web, including rights in and to any text, graphics, audio and video files and html or other code incorporated in such sites.

"**Investors' Rights Agreement**" means the Amended and Restated Investors' Rights Agreement attached as Exhibit A.

"**Joho**" means Joho Fund, Ltd., Joho Partners, L.P., Joho Asia Growth Fund, Ltd., and Joho Asia Growth Partners, L.P.

"**Joho Notes**" means the convertible notes of the Company in the aggregate principal amount of ten million U.S. dollars (US$10,000,000), attached hereto as Exhibit I.

"**Laws**" means all federal, state, provincial, regional, local, municipal and other laws, statutes, constitutions, ordinances, codes, edicts, decrees, injunctions, stipulations, judgments, orders, rulings, rules, regulations, assessments, writs and requirements, whether temporary, preliminary or permanent, issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"**Material Adverse Effect**" means, with respect to any Person, any change, event, or effect that, singly or in the aggregate with all other such changes, events, or effects, is materially adverse to the business, operations, assets, liabilities, condition (financial or otherwise) or results of operations of that Person and its subsidiaries taken as a whole; provided, however, that the following events, changes, conditions or effects shall not be deemed to have a "Material Adverse Effect:" (i) any event, change, condition or effect occurring generally in the industries in which the entity or group of entities operate (provided that such event, change, condition or effect does not affect the Company or any of its Subsidiaries in a disproportionate manner); or (ii) any event, change, condition or effect that occurs as a result of the taking of any action expressly required by this Agreement or the failure to take any action prohibited from being taken by this Agreement.

"**MII**" means the Ministry of Information Industry of the PRC.

"**MII Notice**" means the Notice on Enhancing the Supervision of Foreign Investments in the Telecom Value-added Services □□□□□□□□□□□□□□□□□□□□□□□□issued by MII on July 13, 2006.

"**Onshore Documents**" means the Asset Transfer Contracts, the Equity Transfer Contracts, the Funds Flow Contracts and the Security Interest Documents as each term is defined in the Series C Purchase Agreement, the employment contracts and the confidentiality and non-competition agreement by and between Shi Ji and each of James Liu, Susan Wang, Jack Xu and Chuan He; provided, however, that any such agreements or contracts (including, without limitation, the Required Supplemental Documents) shall have been amended, supplemented or substituted with other agreements or contracts to the satisfaction of the Investors at their reasonable discretion.

"**Order**" means any judgment, injunction, writ, award, decree, or order of any nature.

"**Ordinary Shares**" means ordinary shares of the Company, par value US$0.01.

"**Ordinary Share Equivalents**" means any security or obligation which is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Ordinary Shares, including, without limitation the Preferred Shares, and any option, warrant or other subscription or purchase right with respect to Ordinary Shares or any Ordinary Share Equivalent.

"**Patents**" means any patents and patent applications issued by or made in the PRC, the United States or any other jurisdiction, including any divisions, continuations, continuations-in-part, substitutions or reissues thereof, whether or not patents are issued on such applications and whether or not such applications are modified, withdrawn or resubmitted.

"**Person**" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"**Plan**" means any employee benefit plan, arrangement, policy, program, agreement or commitment (whether or not an employee plan within the meaning of section 3(3) of ERISA), including, without limitation, any employment, consulting or deferred compensation agreement, executive compensation, bonus, incentive, pension, profit sharing, savings, retirement, stock option, stock purchase or severance pay plan, any life, health, disability or accident insurance plan, whether oral or written, whether or not subject to ERISA, as to which the Company or any Affiliate has or in the future could have any direct or indirect, actual or contingent liability.

"**PRC**" means the People's Republic of China, which, for the purposes of this Agreement, shall exclude the Special Administrative Regions of Hong Kong and Macau and Taiwan.

"**Preferred Shares**" means the Company's Series A Preferred Shares, Series B Preferred Shares, Series C Preferred Shares, and Series D Preferred Shares.

"**Related Party**" means (i) any shareholder of any Group Member, (ii) any director of any Group Member, (iii) any officer of any Group Member, (iv) any Relative of a shareholder, director or officer of any Group Member, (v) any person in which any shareholder, director or officer of any Group Member has any interest, other than a passive shareholding of less than 5% in a publicly listed company, and (vi) any other Affiliate of any Group Member or of a shareholder or director of any Group Member.

"**Relative**" of a natural person means any spouse of such person and any parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece or great-grandparent of such person or such spouse.

"**Required Supplemental Documents**" means the supplemental documents to be executed by and among Shi Ji, certain Subsidiaries and the relevant shareholder of such Subsidiaries, each in form and substance as set forth in Exhibit M hereto.

"**Restructuring**" has the meaning as set forth in the Series C Purchase Agreement.

"**Right of First Offer and Co-Sale Agreement**" means the Amended and Restated Right of First Offer and Co-Sale Agreement attached as Exhibit B.

"**SAFE**" means the State Administration of Foreign Exchange of the PRC or its relevant local counterpart.

"**SBI**" means SBI Broadband Fund No. 1 Limited Partnership, SBI Broadband Capital Co., Ltd., SBI BB Media Investment Limited Partnership, and SBI BB Mobile Investment Limited Partnership.

"**SBI Notes**" means the convertible promissory notes of the Company in the aggregate principal amount of twenty million U.S. dollars (US$20,000,000), attached hereto as Exhibit J.

"**Schedule of Exceptions**" means the schedule of exceptions to the representations and warranties of the Company made in Section 4 of this Agreement attached as Exhibit C.

"**Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

"**Series A Preferred Shares**" means the Company's Series A Preferred Shares, US$0.01 par value.

"**Series B Preferred Shares**" means the Company's Series B Preferred Shares, US$0.01 par value.

"**Series C Preferred Shares**" means the Company's Series C Preferred Shares, US$0.01 par value.

"**Series C Purchase Agreement**" means the Series C Preferred Shares and Series D Warrant Purchase Agreement by and among the Company, CIAC and the investors in the Series C Preferred Shares, dated February 21, 2006.

"**Series D Preferred Shares**" means the Company's Series D Preferred Shares, US$0.01 par value.

"**Series D Warrants**" means the 2009 Series D Warrant and the 2010 Series D Warrant.

"**Share Restriction Agreement**" means the share restriction agreement by and between the Company and Sierra Trust in the form attached hereto as Exhibit G-2.

"**Sierra Trust**" is a trust created under the laws of the Cayman Islands.

"**Signing**" means the execution and delivery of this Agreement.

"**Signing Date**" means the date of execution of this Agreement.

"**Software**" means any computer software programs, source code, object code, data and documentation, including, without limitation, any computer software programs that incorporate and run the Company's pricing models, formulae and algorithms.

"**Subsidiaries**" means any company or entity (i) in which the Company holds or controls directly or indirectly more than 50% of the voting rights of such company or entity; or (ii) which is, directly or indirectly, controlled by the Company; the term "control" in the foregoing clause (ii) being used in the sense of the power to elect or appoint a majority of directors. For the avoidance of doubt, Subsidiaries shall include the companies listed on Schedule 4.4

"**Trade Secrets**" means any trade secrets, research records, processes, procedures, manufacturing formulae, technical know-how, technology, blue prints, designs, plans, inventions (whether patentable and whether reduced to practice), invention disclosures and improvements thereto.

"**Trademarks**" means any foreign or United States trademarks, service marks, trade dress, trade names, brand names, designs and logos, corporate names, product or service identifiers, whether registered or unregistered, and all registrations and applications for registration thereof.

"**Transaction Documents**" means this Agreement, the Investors' Rights Agreement, the Voting Agreement, the MAA, the Right of First Offer and Co-Sale Agreement, the Indemnification Agreement, the Share Restriction Agreement, the Series D Warrants, and the Onshore Documents.

"**U.S. GAAP**" means United States generally accepted accounting principles.

"**Voting Agreement**" means the Amended and Restated Voting Agreement attached as Exhibit D.

"**Warrant Shares**" means the Company's Series D Preferred Shares issuable upon exercise of the Series D Warrants.

1.2 Other Defined Terms.

"**Agreement**"	Preamble
"**Cap Table**"	Section 4.3(e)
"**Claim**"	Section 4.12(a)(ii)
"**Closing Date**"	Section 2.2
"**Company**"	Preamble
"**Company Plans**"	Section 4.19
"**Financial Statement Date**"	Section 4.21
"**Financial Statements**"	Section 4.21
"**Investor**" or "**Investors**"	Preamble
"**Intellectual Property**"	Section 4.12
"**MAA**"	Section 2.1
"**Material Contracts**"	Section 4.9(b)
"**Postponed Items**"	Section 7.5
"**Rule 144**"	Section 5.8
"**UU Holders**"	Section 7.6

2. Purchase and Sale of the Series D Securities.

2.1 Authorization of Series D Securities. The Company has authorized (a) the sale and issuance to the Investors of the Series D Preferred Shares and the Series D Warrants, (b) the issuance of Warrant Shares upon exercise of the Series D Warrants, and (c) the issuance of the Conversion Shares upon conversion of the Series D Preferred Shares. The Series D Preferred Shares have the rights, preferences, privileges and restrictions set forth in the Company's Amended and Restated Memorandum and Articles of Association in the form attached hereto as Exhibit E (the "**MAA**").

2.2 Closing. Subject to the terms and conditions of this Agreement and the satisfaction or waiver of the conditions set forth in Sections 2 and 6 of this Agreement, the closing of the purchase and sale of the Series D Securities shall take place at the offices of Lovells LLP, Level 2, Office Tower C2, The Towers Oriental Plaza, No. 1 East Chang An Avenue, Beijing 100738, China, on April 4, 2008 at 10:00am, Beijing time, or such later date and/or other place as the Company and the Investors subscribing for at least 66-2/3% of the Series D Securities (calculated as if the Series D Warrants were exercised as of the Closing Date) mutually agree orally or in writing (which date the "**Closing Date**"). At the Closing, the Company shall issue and sell to each Investor, and each Investor shall purchase, severally and not jointly, from the Company, (i) at the purchase price of US$9.9287483 per share, the number of Series D Preferred Shares, set forth opposite the name of such Investor on Schedule A and (ii) the Series D Warrants for the aggregate purchase price set forth opposite the name of such Investor on Schedule A.

2.3 Company Deliverables. At the Closing, against delivery to the Company by each Investor of the total amount of investment in the Series D Securities as set forth in the appropriate column opposite such Investor's name on Schedule A, by check, wire transfer, or any combination thereof, the Company shall deliver to each such Investor the following items:

(a) The Series D Warrants duly executed by the Company;

(b) A certificate executed by the Chief Executive Officer and Secretary of the Company stating that, as of the Closing Date:

(i) each representation and warranty of the Company set forth in Section 4 of this Agreement is true and correct in all material respects assuming the completion and consummation of the transactions contemplated by this Agreement as if made on such date; and

(ii) each of the Company and its Subsidiaries has performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company and its Subsidiaries on or before the Closing;

(c) True, complete and correct copies of all resolutions approved by the Company's shareholders and board of directors related to the approval of this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, including without limitation resolutions approving and/or confirming the appointment of Joseph Chen, James Liu, Shoa Kai-Liu, David Chao, Wang Zheng, and Masayoshi Son as Directors of the Company and an observer to be designated from time to time by Softbank Corp.;

(d) Good standing certificates and business licenses with respect to the Company and its Subsidiaries from the applicable Governmental Authorities in the Cayman Islands and any other jurisdiction that provides good standing certificates or a similar document and in which the Company or any of the Subsidiaries is qualified to transact business;

(e) The specimen signature of each officer of the Company executing this Agreement, each other Transaction Document and any other document delivered in connection herewith;

(f) Sufficient evidence that the Company and its Subsidiaries have obtained as of the Closing all consents, authorizations, approvals, permits, waivers, notices to, or filings with Governmental Authorities and other Persons that are necessary or appropriate to be obtained by the Company and its Subsidiaries before the Closing in connection with the consummation of the transactions contemplated by this Agreement;

(g) Opinions from each of Haynes and Boone, LLP, the Company's U.S. counsel, and TransAsia Lawyers, the Company's PRC counsel, dated the date of the Closing, relating to the transactions contemplated by or referred to herein, substantially in the forms attached hereto as Exhibit F;

(h) The Right of First Offer and Co-Sale Agreement as duly executed by the Company and each of the other parties thereto, other than the Investors;

(i) The Investors' Rights Agreement as duly executed by the Company and each of the other parties thereto, other than the Investors;

(j) The Voting Agreement as duly executed by the Company and each of the other parties thereto, other than the Investors;

(k) The Indemnification Agreements between the Company and the Softbank designee director;

(l) The Share Restriction Agreement between Sierra Trust and the Company; and

(m) The Employment Agreement between the Company and each of Joseph Chen and James Liu attached hereto as Exhibit G-3.

3. Investors' Deliverables. At the Closing, each Investor shall deliver to the Company the following items:

3.1 the total amount of investment in the Series D Securities as set forth in the appropriate column opposite such Investor's name on Schedule A, by check, wire transfer, or any combination thereof;

3.2 The Right of First Offer and Co-Sale Agreement as duly executed by such Investor;

3.3 The Investors' Rights Agreement as duly executed by such Investor; and

3.4 The Voting Agreement as duly executed by such Investor.

4. Representations and Warranties of the Company. Subject to such exceptions as may be set forth in Schedule of Exceptions, the Company represents and warrants to the Investors as follows (references to knowledge of the Company mean the actual knowledge or knowledge that would have been acquired after reasonable inquiry, based on their respective capacities with the Company, of the following individuals: Joseph Chen and James Liu):

4.1 Organization; Power and Authority. The Company is a corporation duly incorporated, validly existing and in good standing under the Companies Law, and is duly qualified to transact business in each jurisdiction in which the failure so to qualify would have a Material Adverse Effect on the Company. Each Subsidiary is a company duly organized and validly existing under the laws of its place of incorporation and is duly qualified to transact business in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect on each such Subsidiary or on the Company. The Company and each Subsidiary has all requisite legal and corporate power and authority to own and operate its properties and assets, to carry on its business as now conducted, to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform its obligations under this Agreement and each other Transaction Document. No jurisdiction, other than those referred to in this Section 4.1, has claimed, in writing or otherwise, that the Company is required to qualify as a foreign corporation or other entity therein, and the Company does not file any franchise, income or other tax returns in any other jurisdiction based upon the ownership or use of property therein or the derivation of income therefrom. The Company does not own or lease any property in any jurisdiction other than its jurisdiction of incorporation and the jurisdictions of incorporation of its Subsidiaries.

4.2 Authorization. All corporate action on the part of each of the Company and its Subsidiaries and their respective officers, directors, shareholders, and members as is necessary for the authorization, execution, delivery and performance of this Agreement and each of the other Transaction Documents to which it is a party and the performance of all of its obligations hereunder and thereunder have been taken or in the case of shareholder approval, will have been taken as of the date hereof. This Agreement has been, and as of the Closing each of the other Transaction Document will have been, duly executed and delivered by the Company or such Subsidiary, as the case may be, and as of the Closing each of the other Transaction Documents will constitute valid and legally binding obligations of the Company or such Subsidiary, enforceable in accordance with its terms, (a) except to the extent that enforcement may be subject to applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other Laws relating to or affecting the rights of creditors generally, and as enforcement may be limited by equitable principles of general applicability, (b) except as limited by applicable Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (c) to the extent that the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable Laws.

4.3 Capitalization.

(a) The Company's Capitalization. The authorized capital shares of the Company as of the Closing and after giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, and assuming the Investors have complied with their obligations under this Agreement, will consist at Closing of:

(i) Preferred Shares. 85,016,440 Preferred Shares, US$0.01 par value, (A) 10,000,000 of which are designated as Series A Preferred Shares, US$0.01 par value, all of which are issued and outstanding, (B) 10,000,000 of which are designated as Series B Preferred Shares, 9,255,868 of which are issued and outstanding, (C) 21,595,952 of which are designated as Series C Preferred Shares, 16,506,313 of which are issued and outstanding, and (D) 43,420,488 of which are designated as Series D Preferred Shares, 10,071,763 of which are issued and outstanding;

(ii) Ordinary Shares. 200,000,000 Ordinary Shares of which 25,950,175 (to be reduced to 25,789,428 Ordinary Shares to give effect to the adjustment pursuant to the UU Exchange) such shares being issued and outstanding.

(iii) Reserved Securities. The Company has authorized for issuance up to:

(A) 3,052,963 Ordinary Shares reserved under the 2008 Equity Incentive Plan;

(B) 9,743,022 Ordinary Shares reserved under the 2006 Equity Incentive Plan;

(C) 10,000,000 Ordinary Shares for issuance upon conversion of the Company's Series A Preferred Shares;

(D) 9,255,868 Ordinary Shares for issuance upon conversion of the Company's Series B Preferred Shares;

(E) 251,998 Ordinary Shares for issuance upon exercise of outstanding warrants to holders of Series B Preferred Shares;

(F) 21,595,952 Ordinary Shares for issuance upon conversion of the Company's Series C Preferred Shares (the reserved Ordinary Shares will be reduced from 21,595,952 to 16,059,545 to give effect to the repurchase of certain Series C Preferred Shares and adjustment pursuant to the UU Exchange);

(G) 43,420,488 Ordinary Shares for issuance upon conversion of the Series D Preferred Shares;

(H) 1,119,085 Series D Preferred Shares for issuance upon conversion of the Joho Note;

(I) 2,014,353 Series D Preferred Shares for issuance upon conversion of the SBI Note; and

(J) 30,215,288 Series D Preferred Shares for issuance upon exercise of the Series D Warrants.

(iv) Validity of Securities. The Series D Securities, when issued and delivered in accordance with the terms of and for the consideration expressed in this Agreement, (i) will be duly and validly issued, fully paid, nonassessable, free of any liens or encumbrances other than any liens or encumbrances created by or imposed thereon by the holders thereof or pursuant to the other Transaction Documents, (ii) will have the rights, privileges, preferences and restrictions as set forth in the MAA, and (iii) will be issued in compliance with the registration and qualification requirements of all applicable United States (Federal and state) and Cayman Islands securities laws.

(v) Schedule 4.3(a)(v) sets forth, as of and after giving effect to the Closing, a true and complete list of the shareholders of the Company and each other Group Member (including any trust or escrow agent arrangement created in connection with any employee share option plan) and, opposite the name of each shareholder, the amount of all outstanding share capital and Ordinary Share Equivalents and/or equity interest owned by such shareholder.

(b) No Other Securities or Rights. Except as set forth in Schedule 4.3(a)(v), there are no outstanding Ordinary Shares, Preferred Shares or Ordinary Share Equivalents. In addition, except as set forth in Schedule 4.3(b), the Company or any other Group Member is not a party or subject to any Contract, and, to the Company's knowledge, there is no Contract between any Persons, which affects or relates to the voting or giving of written consents with respect to any security or by a director of the Company or any other Group Member. Except as provided in the Investors' Rights Agreement, the Company has not granted or agreed to grant any registration rights, including piggyback rights, to any Person.

(c) All outstanding securities of the Company, including, without limitation, all outstanding shares of the Company, all shares of the Company issuable upon the conversion or exercise of all convertible or exercisable securities and all other securities that the Company is obligated to issue, are subject to a one hundred eighty (180) day "market stand-off" restriction upon an initial public offering of the Company's securities pursuant to a registration statement filed with the Securities and Exchange Commission pursuant to the Securities Act as provided in the Amended and Restated Investors' Rights Agreement.

(d) Schedule 4.3(d) sets forth a complete list of each share plan, share purchase, share option or other Contract between the Company and each Group Member and any holder of any securities or rights exercisable or convertible for securities that provides for acceleration or other changes in the vesting provisions or other terms of such Contract as the result of the occurrence of any event, including a description of such provisions.

(e) Exhibit O is the capitalization table of the Company showing the issued and outstanding securities issued by the Company immediately after the Closing Date, and the percentage of shares held by each shareholders on a fully-diluted, as converted and as exercised basis (including all the shares reserved for issuance under the 2006 and 2008 Equity Incentive Plans) (the "**Cap Table**").

4.4 Subsidiaries.

(a) Schedule 4.4 sets forth, a true and complete list of (x) each of the Subsidiaries of the Company, (y) the aggregate number of authorized shares of capital stock or registered capital of such Subsidiary and (z) the shareholders or equity interest holders of such Subsidiary and, opposite the name of each shareholder or equity, the amount of all outstanding capital stock and equity interests owned by such shareholder. Except as set forth on Schedule 4.4, the Company owns all of the issued and outstanding capital stock or registered capital of the Subsidiaries, free and clear of all liens. All of such shares of capital stock or equity interest are duly authorized, validly issued, fully paid and non-assessable, and were issued in compliance with the registration and qualification requirements of all applicable United States Federal, state and non-US securities laws. Except as set forth on Schedule 4.4, there are no options, warrants, conversion privileges, subscription or purchase rights or other rights presently outstanding to purchase or otherwise acquire any authorized but unissued, unauthorized or treasury shares of capital stock, registered capital or other securities of, or any proprietary interest in, any of the Subsidiaries, and there is no outstanding security of any kind convertible into or exchangeable for such shares or proprietary interest. Other than the Subsidiaries, the Company does not presently own or control, directly or indirectly, any interest in any other corporation, association or other business entity or Person, and is not a participant in any joint venture, partnership or similar arrangement.

(b) There has been no breach of the Onshore Documents by any Subsidiary, any shareholder of such Subsidiary, or, to the Company's knowledge, any other party to the Onshore Documents except where such breach would not have a Material Adverse Effect on the Company.

(c) The registered capital of each Subsidiary immediately prior to the Closing is as set forth in Schedule 4.4. Schedule 4.4 also shows the registered capital of each Subsidiary immediately prior to the closing of the Series C investment. The increased registered capital for each Subsidiary correlates to the capital injection made by the shareholders of such Subsidiary, using money borrowed from Shi Ji.

4.5 Consents and Waivers. The Company and each Group Company has obtained any and all non-governmental consents and waivers (including without limitation those from the holders of the Series A, B or C Preferred Shares, the Joho Note or the SBI Note, if any) necessary or appropriate for consummation of the transactions contemplated by this Agreement or the other Transaction Documents.

4.6 Covenants Relating to Operations of the Group. Except as set forth on Schedule 4.6, the Company has completed, or caused its relevant personnel, shareholders, Subsidiaries and shareholders and personnel of such Subsidiaries to complete, in all material respects, each of the actions set forth under the heading "Post-Closing Covenants" in Schedule 7.4 of the Series C Purchase Agreement opposite the name of such person or entity listed under the heading "Subject Person or Entity" in Schedule 7.4 thereto.

4.7 Compliance. The Company is not, and will not be by virtue of entering into, delivering and performing this Agreement, and the Company, its Subsidiaries, and the Agreed Nominees are not, and will not be by virtue of entering into, delivering and performing any other Transaction Document to which it is a party, and consummating the transactions contemplated hereunder and thereunder, with or without the passage of time or giving of notice, in violation or breach or default (a) of any provision of the MAA or the articles of associations of the Subsidiaries in force and effect as of the date hereof and as of the Closing, (b) in any material respect of any Contract to which it is a party or by which it is bound or (c) in any material respect of any provision of any Law applicable to it.

4.8 Litigation. There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, threatened against any Group Member that questions the validity of this Agreement or the other Transaction Documents or the right of any Group Member to enter into any such document, or to consummate the transactions contemplated hereby or thereby, or that has or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Group. The foregoing includes, without limitation, actions pending or, to the Company's knowledge, threatened involving the prior employment of any Group Member's employees or their obligations under any agreements with prior employers. There is no action, suit, proceeding or investigation by any Group Member currently pending or that the Company or any other Group Member intends to initiate. No Group Member is a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality.

4.9 Agreements; Actions.

(a) Except for the Transaction Documents and as set forth on Schedule 4.9(a), there are no material (singly and in the aggregate together with all related transactions) agreements or understandings (i) among any of the Company, any Subsidiary, any current or former shareholder, any officer, director or other Affiliate of the Company or of such Subsidiary or Affiliate of such shareholder, officer, director or other Affiliate or (ii) between any of the foregoing and any Investor (as defined in the MAA).

(b) Schedule 4.9(b) sets forth all Contracts (other than the Prior Transaction Documents) that may involve (i) obligations (contingent or otherwise) of, or payments to, the Company or any of its Subsidiaries in excess of US$100,000 or which are otherwise material to the Condition of the Company and (ii) the license of any Patent, Copyright, Trade Secret, Trademark or other proprietary right to or from the Company or any of its Subsidiaries, other than licenses arising from the purchase of "off the shelf" or other standard products that are not and will not to any extent be part of any service or intellectual property offering of the Company or any of its Subsidiaries (the foregoing Clauses (i) and (ii), the "**Material Contracts**"). The Company has not received notice of a default, and neither the Company nor any of its Subsidiaries is in default, under or with respect to, any Material Contract nor, to the Company's knowledge is any other party thereto. All of such Material Contracts are valid, subsisting, in full force and effect and binding upon the Company or the applicable Subsidiary, as the case may, and, to the Company's knowledge, the other parties thereto, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally and general principles of equity, regardless of whether asserted in a proceeding in equity or at law. The Company and its Subsidiaries have paid in full or accrued all amounts due thereunder and has satisfied in full or provided for all of its liabilities and obligations thereunder. To the knowledge of the Company, no other party to any such Material Contract is in default thereunder nor does any condition exist that with notice or lapse of time or both would constitute a default by such other party thereunder.

(c) There are no Material Contracts that may involve provisions restricting the development, manufacture or distribution of the products or services of the Company or any of its Subsidiaries.

(d) No Group Member has (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital shares or (ii) made any loans or advances to any Person, other than to employees or directors for ordinary advances for travel expenses or (iii) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business involving less than US$100,000.

4.10 Offering Valid; Consents. Based upon the accuracy of each Investor's representations set forth herein, the offer and sale of the Series D Securities pursuant to this Agreement are exempt from the registration requirements of Section 5 of the Securities Act and from the registration or qualification requirements of any other applicable Laws. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement or the other Transaction Documents other than those duly obtained and in full force and effect.

4.11 Properties and Assets. Each Group Member has good and marketable title to all of its real property, if any, and to all other tangible assets owned or purported to be owned by it, free and clear of all liens and encumbrances, other than (a) liens for current taxes not yet due and payable and (b) mechanics liens, materialmens' liens or liens or encumbrances that arise in the ordinary course of business. With respect to the property and assets it leases, such leases are in full force and effect, the Company is in material compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances.

4.12 (a) Intellectual Property.

(i) Each Group Member is the owner of all, or has the license or right to use, sell and license all of, the Copyrights, Patents, Trade Secrets, Trademarks, Internet Assets (including domain names), Software and other proprietary rights of the Company or any of its Subsidiaries (collectively, "Intellectual Property") that are used in connection with and are material to its business as presently conducted or contemplated in its business plan, free and clear of all liens. Each Group Member owns all Trademarks and domain names necessary for its material business operations as required by the MII Notice.

(ii) Schedule 4.12(a)(ii) sets forth all material Intellectual Property owned by, and filings, registrations and applications for any Intellectual Property filed by, each Group Member. None of the Intellectual Property listed on Schedule 4.12(a)(ii) is subject to any outstanding Order, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, dispute, arbitration or demand (each a "**Claim**") is pending or, to the knowledge of the Company, threatened, which challenges the validity, enforceability, use or ownership of the item.

(iii) Schedule 4.12(a)(iii) sets forth all material Intellectual Property licenses, sublicenses, distributor agreements and other agreements under which each Group Member is either a licensor, licensee or distributor, except such licenses, sublicenses and other agreements relating to off-the-shelf software, which is commercially available on a retail basis and used solely on the computers of such Group Member. Each Group Member has substantially performed all obligations imposed upon it thereunder, and is not, nor to the knowledge of the Company is any other party thereto, in breach of or default thereunder in any respect, nor is there any event which with notice or lapse of time or both would constitute a default thereunder. All of the Intellectual Property licenses listed on Schedule 4.12(a)(iii) are valid, enforceable and in full force and effect, and will continue to be so on identical terms immediately following the Closing except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

(iv) To the knowledge of the Company, other than as set forth on Schedule 4.12(a)(iv), none of the Intellectual Property, products or services used, developed, provided, imported, made, sold, licensed or otherwise exploited by any Group Member or made for, or sold or licensed to any Group Member by any Person infringes upon or otherwise violates any Intellectual Property rights of others.

(v) Except as set forth on Schedule 4.12(a)(v), no litigation is pending and no Claim has been made against any Group Member or, to the knowledge of the Company, is threatened, contesting the right of any Group Member to sell or license to any Person or use the Intellectual Property presently sold or licensed to such Person or used by such Group Member.

(b) Except as set forth on Schedule 4.12(b), to the knowledge of the Company, no Person is infringing upon or otherwise violating the Intellectual Property rights of any Group Member.

(c) To the Company's knowledge, no former employer of any employee of any Group Member, and no current or former client of any consultant of any Group Member, has made a claim against any Group Member or, to the knowledge of the Company, against any other Person, that such employee or such consultant is utilizing Intellectual Property of such former employer or client.

(d) Except as set forth on Schedule 4.12(d), no Group Member is a party to or bound by any license or other agreement requiring the payment in excess of US$100,000 by such Group Member of any royalty payment, excluding such agreements relating to software licensed for use solely on the computers of such Group Member.

(e) To the knowledge of the Company, no employee of any Group Member is in violation of any Law applicable to such employee, or any term of any employment agreement, patent or invention disclosure agreement or other contract or agreement relating to the relationship of such employee with such Group Member or any prior employer.

(f) To the knowledge of the Company, none of the Group's Trade Secrets, wherever located, the value of which is contingent upon maintenance of confidentiality thereof, has been disclosed to any Person other than employees, representatives and agents of the Group, except as required pursuant to the filing of a patent application by any Group Member.

(g) It is not necessary for any Group Member's business to use any Intellectual Property owned by any director, officer, employee or consultant of any Group Member (or persons such Group Member presently intends to hire). To the Company's knowledge, at no time during the conception or reduction to practice of any Group Member's Intellectual Property was any developer, inventor or other contributor to such Intellectual Property operating under any grants from any Governmental Authority or subject to any employment agreement, invention assignment, nondisclosure agreement or other Contract with any Person that could adversely affect such Group Member's rights to its Intellectual Property.

(h) All present employees of the Group have executed and delivered proprietary invention agreements with the relevant Group Member, and are obligated under the terms thereof to assign all inventions made by them during the course of employment to the relevant Group Member. No such employee or present consultant of any Group Member has excluded works or inventions made prior to his employment with or work for such Group Member from his assignment of inventions pursuant to such proprietary invention agreements.

4.13 Restructuring. Except as set forth on Schedule 4.13, the Company has completed the Restructuring, in all material respects, as contemplated in the Series C Purchase Agreement.

4.14 Compliance with Laws. Each Group Member has operated and operates its business in compliance with all applicable Laws, including, without limitation, all applicable labor, wage and employment Laws. Except as set forth on Schedule 4.14, the Company has not received any written notice of any actual, alleged, possible or potential violation of any applicable Laws related to it, or of any obligation to bear all or any portion of the cost of any remedial action of any nature.

4.15 Taxes.

(a) The Company is a corporation for U.S. income tax purposes. Except as disclosed in Schedule 4.15, each Group Member has timely filed all tax returns, including without limitation any declaration, report or other statement relating to taxes, required by Law to be filed by it. These returns are true and correct in all material respects. Each Group Member has paid all taxes and other assessments due, except those contested by it in good faith that are not material to such Group Member's assets, properties or financial condition. Each Group Member has withheld or collected from each payment made to each of its employees, the amount of all taxes (including, but not limited to, applicable tax laws of the PRC, United States Federal income taxes, United States Federal Insurance Contribution Act taxes and United States Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper tax receiving officers or authorized depositories. The provision for taxes of each Group Member as shown in Financial Statements is adequate for taxes due or accrued as of the date thereof. Each Group Member has had any tax deficiency proposed or assessed against it and has not executed any extension or waiver of any statute of limitations on the assessment or collection of any tax or governmental charge. None of the Group's income tax returns and none of its franchise tax or sales or use tax returns has ever been audited by any Governmental Authority. Since the Financial Statement Date, no Group Member has incurred any taxes, assessments or governmental charges other than in the ordinary course of business and each Group Member has made adequate provision on its books of account for all taxes, assessments and governmental charges with respect to its business, properties and operations for such period. There are no liens for taxes (other than taxes not yet due and payable) upon any of the assets of any Group Member. No Group Member is a party to or bound by any tax allocation or sharing agreement. No Group Member (A) has been a member of an affiliated group filing a consolidated U.S. federal Income tax return (B) has any liability for the taxes of any Person under U.S. Treasury Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise or (C) is, or has ever been, a "passive foreign investment company" within the meaning of Section 1297 of the Code or "controlled foreign corporation" without the meaning of Section 957 of the Code. To the Company's knowledge, no audit or other proceeding by any Governmental Authority is pending or threatened with respect to any taxes due from or with respect to the Company or any of Group Member, no Governmental Authority has given notice of any intention to assert any deficiency or claim for additional taxes against the Company or any Group Member, and no claim has been made by any Governmental Authority in a jurisdiction where the Company or the Group does not file tax returns that it is or may be subject to taxation by that jurisdiction. Neither the Company nor any Group Member has participated in any manner or capacity in any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2). Neither the Company nor any Group Member has executed or entered into a closing agreement pursuant to Section 7121 of the Code or any similar provision of state, local or foreign law, and neither the Company nor any Group Member is subject to any private letter ruling of the IRS or comparable ruling of any other Governmental Authority.

4.16 Foreign Corrupt Practices Act. No Group Member, nor, to the knowledge of the Company, any of the officers, employees, directors, representatives or agents of any Group Member, has knowingly offered, promised, authorized or made, directly or indirectly, payments or other inducements to any Foreign Official to assist any Group Member in obtaining or retaining business for or with, or directing business to, any Person, in any case in violation of the United States Foreign Corrupt Practices Act or other applicable Laws.

4.17 Related-Party Transactions. Except as set forth in Schedule 4.17, no officer, director or shareholder of any Group Member, no spouse of any such officer, director or shareholder, and, to the knowledge of the Company, no relative of such spouse or of any such officer, director or shareholder and no Affiliate of any of the foregoing (a) owns, directly or indirectly, any interest in (excepting less than one percent (1%) stock holdings for investment purposes in securities of publicly held and traded companies), or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as, a competitor, lessor, lessee, supplier, distributor, sales agent or customer of, or lender to or borrower from, any Group Member; (b) owns, directly or indirectly, in whole or in part, any tangible or intangible property that any Group Member has used, or that any Group Member will use, in the conduct of business; or (c) has any cause of action or other claim whatsoever against, or owes or has advanced any amount to, any Group Member, except for claims in the ordinary course of business such as for accrued vacation pay, accrued benefits under employee benefit plans, and similar matters and agreements existing on the date hereof.

4.18 Labor Agreements and Actions. Except as disclosed in Schedule 4.18, no Group Member is a party to or bound by any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement, severance agreement or other employee compensation agreement. To its knowledge, each Group Member has complied in all material respects with all applicable Laws related to employment, and the Company is not aware that it has any labor relations problems (including without limitation, any union organization activities, threatened or actual strikes or work stoppages or material grievances). No Group Member is bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union. Except as disclosed in Schedule 4.18, the Company is not aware that any officer or key employee, or that any group of key employees, intends to terminate their employment with the Group, nor does the Group have a present intention to terminate the employment of any of the foregoing. The employment of each officer and employee of each Group Member is terminable at the will of such Group Member.

4.19 Employee Benefit Plans. No Group Member has or has ever had any “Employee Benefit Plan” or any “multiple employer plan” as defined in the ERISA or the Code. Schedule 4.19 hereto lists each Plan that any Group Member maintains or to which any Group Member contributes (the “**Company Plans**”). The Group has no liability under any Plans other than the Company Plans. Each Company Plan (and related trust, insurance contract or fund) has been established and administered in accordance with its terms, and complies in form and in operation with the applicable requirements of applicable Laws. All contributions (including all employer contributions and employee salary reduction contributions) which are due have been paid to each Company Plan. No Claim with respect to the administration or the investment of the assets of any Company Plan (other than routine claims for benefits) is pending. Neither the consummation of the transactions contemplated by this Agreement nor any termination of employment following such transactions will accelerate the time of the payment or vesting of, or increase the amount of, compensation due to any employee or former employee whether or not such payment would constitute an “excess parachute payment” under section 280G of the Code. There are no unfunded obligations under any Company Plan which are not fully reflected on the Financial Statements. No Group Member has any liability, whether absolute or contingent, including any obligations under any Company Plan, with respect to any misclassification of any person as an independent contractor rather than as an employee.

4.20 Insurance. Other than the statutory social insurance plans operated under the Laws of the PRC, the Group currently has no insurance policies or programs.

4.21 Financial Statements. The Company has delivered or made available to the Investors the unaudited consolidated financial statements of the Group (balance sheet and income statement) as, at and for the fiscal years ended December 31, 2006 and December 31, 2007, respectively (collectively, the "**Financial Statements**"). The Financial Statements have been prepared in accordance with U.S. GAAP applied on a consistent basis throughout the periods indicated and with each other, except that the Financial Statements may not contain all footnotes required by U.S. GAAP. The Financial Statements fairly present in all material respects the financial condition and operating results of the Group as of the dates, and for the periods, indicated therein, in accordance with U.S. GAAP and subject to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Group has no direct or indirect liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to December 31, 2007 (the "**Financial Statement Date**") and (ii) obligations under executory Contracts incurred in the ordinary course of business and not required under U.S. GAAP to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate, are not material to the operating results, assets, businesses, properties, prospects or condition of the Group. Except as disclosed in the Financial Statements, no Group Member is a guarantor or indemnitor of any Indebtedness of any other person, firm or corporation. Each Group Member maintains and will continue to maintain a standard system of accounting established and administered in accordance with U.S. GAAP. Neither the Company, nor any other Group Member (since inception if such Subsidiary was organized, directly or indirectly, by the Company or to the knowledge of the Company if such Subsidiary was acquired by the Company) has been a party to or engaged in an "off balance sheet" transaction.

4.22 Changes. Since the Financial Statement Date, there has not been any event or condition of any character that would have a Material Adverse Effect on the Group.

4.23 Permits. The Group has all franchises, permits, licenses, and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which could materially and adversely affect the assets, businesses, properties, operations, or condition of the Group. No Group Member is in default in any material respect under any of such franchises, permits, licenses, or similar authority.

4.24 Environmental and Safety Laws. To the Company's knowledge, no Group Member is in violation of any applicable Law relating to the environment or occupational health and safety. To the Company's knowledge, there is no civil, criminal or administrative judgment, action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending or, to the knowledge of the Company, threatened against the any Group Member pursuant to any such Law, and, to the knowledge of the Company, there are no past or present events, conditions, circumstances, activities, practices, incidents, agreements, actions or plans which could reasonably be expected to prevent compliance with, or which have given rise to or will give rise to liability under, any such Law.

4.25 Brokers and Finders. Except for Jeffries & Company Inc., the Company has not retained any investment banker, broker or finder in connection with the transactions contemplated by this Agreement.

4.26 Privacy of Customer Information. The Company does not use any of the customer information it receives through its websites or otherwise in an unlawful manner or in a manner violative of the privacy rights of its customers. The Company has not collected any customer information through its websites in an unlawful manner.

4.27 Trade Relations. To the knowledge of the Company: (a) there exists no actual or threatened termination, cancellation or limitation of, or any adverse modification or change in, the business relationship of any Group Member, or the business of any Group Member, with any customer or supplier or any group of customers or suppliers whose purchases or inventories provided to any Group Member's business are individually or in the aggregate material to the Condition of the Company, and (b) there exists no present condition or state of fact or circumstances that would adversely affect the condition of any Group Member or prevent any Group Member from conducting such business relationships or such business with any such customer, supplier or group of customers or suppliers in the same manner as heretofore conducted by such Group Member.

4.28 Investment Company. The Company is not and is not controlled by or affiliated with an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4.29 Outstanding Borrowing. Schedule 4.29 sets forth the amount of all Indebtedness of the Company or any Subsidiary in excess of US$100,000 as of the date hereof, the Liens that relate to such Indebtedness and that encumber the assets of the Company or such Subsidiary and the name of each lender thereof. No Indebtedness is entitled to any voting rights in any matters voted upon the holders of the Preferred Shares.

4.30 Full Disclosure. None of the representations and warranties set forth in Section 4 of this Agreement or in any written certificate required to be delivered by the Company herein contain any untrue statement of a material fact or omit any material fact necessary to make the statements contained therein in view of the circumstances under which they were made not misleading in any material respect. To the Company's knowledge, the Company has fully provided or made available to each Investor with all the information that each Investor has requested in writing in connection with the transactions contemplated by this Agreement.

4.31 No Violation of the Prior Transaction Documents. Except for matters that would not result in a Material Adverse Effect on the Company, there has been no breach of the Series C Purchase Agreement and the "Transaction Documents", as such term was defined in the Series C Purchase Agreement, entered into by and among the Company, the investors in the Series C Preferred Shares and other parties (the "**Prior Transaction Documents**") by either the Company or, to the Company's knowledge, any of its then existing shareholders or any other party thereto.

4.32 Accounting Controls. Except for matters that would not result in a Material Adverse Effect on the Company, each Group Member maintains systems of internal accounting controls sufficient to provide reasonable assurance that: (a) transactions are executed in accordance with management's general or specific authorizations; (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with US GAAP and to maintain asset accountability; (c) access to assets is permitted only in accordance with management's general or specific authorization and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

4.33 Forms of Onshore Documents. The Onshore Documents for each Subsidiary shall be as provided by the Company to the Investors' counsel (with one set of executed documents are attached hereto as Exhibit K) and shall be in forms and substance substantially identical from Subsidiary to Subsidiary.

4.34 List of Agreed Nominees and Reserved Nominees. Exhibit L provides a current and complete list of Agreed Nominees and Reserved Nominees, stating (i) their equity holding in any Subsidiaries, (ii) their relationship with the Founder or the relevant Subsidiary (such as director, officer, employee, vendor, lender, licensor, advisor or consultant), (iii) their relationship with the employees or shareholders of the Company or the relevant Subsidiary, and (iv) their relationship with each other.

4.35 Use of Proceeds of Issuance of Series D Securities. The Company's intended use of proceeds of the issuance of Series D Securities is as set forth in Section 7.2.

5. Representations and Warranties of the Investors. Each Investor represents and warrants to the Company, severally and not jointly, as to itself only:

5.1 Authority and Due Execution. Each Investor has the requisite legal and corporate, partnership or limited liability company, as the case may be, power and authority to execute and deliver this Agreement, to execute and deliver each Transaction Document to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereunder and thereunder. The execution and delivery by such Investor of this Agreement and each Transaction Document to which it is a party, and the performance of such Investor's obligations hereunder and thereunder, have been duly authorized by all requisite corporate, partnership or limited liability company, as the case may be, action, and this Agreement and each Transaction Document have been duly executed and delivered by such Investor and constitute a valid and legally binding obligation of such Investor, enforceable in accordance with its terms, except (i) to the extent that enforcement may be subject to applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, or other Laws relating to or affecting the rights of creditors generally, and as enforcement may be limited by equitable principles of general applicability, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) to the extent that the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable Laws.

5.2 Brokers and Finders. Such Investor has not retained any investment banker, broker or finder in connection with the transactions contemplated by this Agreement.

5.3 Accredited Investor. Such Investor is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act.

5.4 Investment. Such Investor is acquiring the Series D Securities for its own account for investment, not as a nominee or agent, and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same, and, except as contemplated by this Agreement and the Exhibits hereto, such Investor has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof. If other than an individual, such Investor also represents such Investor has not been organized for the purpose of acquiring the Series D Securities.

5.5 Receipt of Information. Such Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Series D Securities and the Condition of the Company and to obtain additional information from the Company necessary to verify the accuracy of any information furnished to such Investor or to which such Investor had access. Such Investor understands that a purchase of the Series D Securities involves a high degree of risk, and there can be no assurances that the Company's business objectives will be obtained. The foregoing, however, does not limit or modify in any respect the representations and warranties of the Company in Section 4 of this Agreement or the right of the Investors to rely thereon and does not mitigate any liability of the Company for any breach of such representations and warranties.

5.6 Investment Experience. Such Investor is experienced in evaluating and investing in private placement transactions of securities of companies in a similar stage of development and acknowledges that such Investor can bear the economic risk of such Investor's investment for an indefinite period of time, and has such knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of the investment in the Series D Securities.

5.7 No Registration of Series D Securities. Such Investor understands that the Series D Securities that it is acquiring hereunder, and the securities issuable upon the conversion or exercise of any of the Series D Securities, may not be sold, transferred or otherwise disposed of without registration under the Securities Act, or an exemption therefrom, and that in the absence of an effective registration statement covering such Series D Securities, or an available exemption from registration under the Securities Act, such Series D Securities may be held indefinitely. Such Investor understands that the Series D Securities are not registered under the Securities Act on the ground that the sale provided for in this Agreement and the issuance hereunder is exempt from registration under the Securities Act pursuant to Section 4(2) thereof and/or Rule 506 thereunder, and that the Company's reliance on such exemption is predicated on the Investors' representations set forth herein. In the absence of an effective registration statement covering such securities, such Investor will sell, transfer or otherwise dispose of such Series D Securities only in a transaction for which an exemption from registration under the Securities Act is available.

5.8 Rule 144. Such Investor understands that the Series D Securities constitute "restricted securities" within the meaning of Rule 144 promulgated under the Securities Act ("**Rule 144**") inasmuch as they are being acquired from the Company in a private placement transaction. Under applicable Laws, the Series D Securities may be resold without registration under the Securities Act only in certain limited circumstances. Such Investor represents that it is familiar with Rule 144 and understands the resale limitations imposed thereby and by the Securities Act. Such Investor understands that under Rule 144, except as otherwise provided by section (k) of that Rule, the limitations include, among other things: (i) the availability of certain current public information about the issuer, (ii) the resale occurring not less than one year after the party has purchased and paid for the securities to be sold and (iii) limitations on the amount of securities to be sold and the manner of sale. Such Investor understands that the current information referred to above is not now available and the Company has no present plans to make such information available. Such Investor acknowledges and understands that the Company may not be in compliance with the current public information requirement of Rule 144 at the time it wishes to sell the Series D Securities, and that, in such event, it may be precluded from selling such Series D Securities under Rule 144, even if the minimum holding period of Rule 144 has been satisfied. Such Investor acknowledges that in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or compliance with another exemption from registration may be required for any disposition of the Series D Securities.

5.9 Foreign Corrupt Practices Act. Such Investor has not knowingly offered, promised, authorized or made, directly or indirectly, payments or other inducements to any Foreign Official to assist the Company in obtaining or retaining business for or with, or directing business to, any Person, in any case in violation of the United States Foreign Corrupt Practices Act or other applicable Laws.

5.10 No Additional Representations or Warranties. Each Investor acknowledges that the Company has not has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Company or the Condition of the Company, except as expressly set forth in this Agreement, the Right of First Refusal and Co-Sale Agreement, the Investors' Rights Agreement, the Voting Agreement, the Schedule of Exceptions and the certificates and documents to be delivered pursuant to Section 2.3 above, and all exhibits and schedules thereto. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 4 HEREOF, THE RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT, THE INVESTORS' RIGHTS AGREEMENT, THE VOTING AGREEMENT, THE SCHEDULE OF EXCEPTIONS AND THE CERTIFICATES AND DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 2.3 ABOVE, EACH INVESTOR UNDERSTANDS THAT THE COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE COMPANY OR ANY OF THE ASSETS, LIABILITIES, OPERATIONS, OR CONDITION OF THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT THE COMPANY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY.

5.11 Disclaimer Regarding Estimates and Projections. In connection with each Investor's investigation of the Company, each Investor has received from or on behalf of Company, and/or representatives thereof, certain financial estimates, financial forecasts and financial projections. Each Investor acknowledges that subject to the representations and warranties set forth in Section 4 of this Agreement, (a) there are uncertainties inherent in attempting to make such financial estimates, financial forecasts and financial projections, and (b) such Investor is (i) familiar with such uncertainties, (ii) taking full responsibility for making its own evaluation of the adequacy and accuracy of all financial estimates, financial forecasts and financial projections so furnished to it (including the reasonableness of the assumptions underlying such financial estimates, financial forecasts and financial projections), and, (iii) except in the case of a breach of the representations and warranties set forth in Section 4 or in the case of fraud, no Investor, or any Person claiming through it, shall have any claim against the Company or Affiliate thereof with respect thereto; provided, however, that notwithstanding anything to the contrary set forth in this Section 5.11, nothing in this Section 5.11 shall limit or modify in any respect the representations and warranties of the Company in Section 4 of this Agreement or the Investors' right to rely thereon and does not mitigate any liability of the Company for any breach of such representations and warranties or for any fraud. The Company does not make any representation or warranty with respect to such financial estimates, financial forecasts and financial projections (including any such underlying assumptions).

6. Obligations of the Company between Signing and Closing.

6.1 Notices of Breaches. From the date hereof through to the Closing, the Company shall conduct its business in a manner, and shall otherwise use all reasonable efforts, so as to ensure that the representations and warranties contained in Section 4 shall continue to be true and correct on and as of the Closing as if made on and as of the Closing. The Company shall give the Investors prompt written notice of any event, condition or circumstance occurring from the date hereof until the Closing that would constitute a violation or breach of any representation or warranty contained in Section 4 if such representation or warranty contained in Section 4 were made as of any date from the date hereof until the Closing, or that would constitute a violation or breach of any terms and conditions contained in this Agreement.

6.2 Restrictions on Actions between Signing and Closing. From the date hereof through and until the Closing, the Company shall (a) operate and cause its Subsidiaries to operate in a manner conducive to the consummation of the transactions contemplated hereunder and in the ordinary course of business of the Company and its Subsidiaries as found on the date hereof, (b) not enter into any Contracts except in the ordinary course of business, and (c) not take and cause its Subsidiaries not to take, any action which may have a Material Adverse Effect on the Company or any of its Subsidiaries.

7. Post-Closing Covenants.

7.1 Covenants Relating to Selection of Nominees. Unless the Investors agree otherwise in writing and subject to Section 7.4, should the Company or any of its Subsidiaries ever choose to acquire through nominees, either directly or indirectly, any other business entity within the PRC (each a "**New Target**") at any time after the date hereof, the Company must designate one or more of five Agreed Nominees or one or more of the Reserved Nominees for purposes of holding, whether alone or in conjunction with other Agreed Nominees or Reserved Nominees, all of the equity interests of such New Target. The designation by the Company of any new Reserved Nominee or the replacement or variation of any Reserved Nominee shall require the prior written consent of the Investors who subscribed for at least a majority of the Series D Preferred Shares purchased hereunder.

7.2 Use of Proceeds. The proceeds from the Series D Preferred Shares shall be used for the following purposes:

(a) registered capital,

(b) within three (3) days of the Closing Date, repurchases of outstanding Series C Preferred Shares of the Company for an aggregate amount up to approximately forty-eight million one hundred thousand U.S. Dollars (US$48,100,000), at US$[9.69] per share, with respect to which repurchases and transfers of Series C Preferred Shares between shareholders as part of such transaction, the parties hereto acknowledge and agree shall be deemed to have been consummated immediately prior to the Closing,

(c) acquisitions and other corporate development activities, and

(d) the operations of the Company and the Subsidiaries.

7.3 Trademarks and Domain Names. If any Group Member does not own the Trademarks and domain names necessary for its business operations as required by the MII Notice, the Company shall cause such Group Member or its shareholder to purchase the necessary Trademarks and domain names no later than June 4, 2008.

7.4 Further Assurance Relating to Alternative Onshore Structure. At the request of the Investors, the Company shall take, and shall procure the Agreed Nominees, Reserved Nominees, and the Subsidiaries, as the case may be, to take, all actions necessary or advisable, without undue delay, to implement (a) the Use of Proceeds contemplated by Section 7.2 and/or (b) an Alternative Onshore Structure, including obtaining as promptly as possible all governmental approvals in the PRC required therefor.

7.5 Delivery of Documents. The Company shall deliver the duly authorized and executed items listed below (the "**Postponed Items**") to the Investors or the Investors' counsel not later than 2:00 p.m. Beijing time on April 7, 2008. Without prejudice to the Company's other obligations to comply with this Section 7.5 and the conditionality of Section 10.11 of the Series D Warrants, it is understood and agreed that breach of this covenant with respect to the amendment and restatement of the MAA shall be deemed a failure to satisfy Section 10.11(c) of the Series D Warrants.

(a) A certificate duly executed by the Company evidencing such Series D Preferred Shares, registered in the name of such Investor.

(b) The MAA as duly adopted by the Company's shareholders in accordance with applicable Cayman Islands law as attached in the substantially the form of Exhibit E.

(c) Opinions from Appleby Hunter Bailhache, the Company's Cayman Island counsel, relating to the transactions contemplated by or referred to herein, substantially in the forms attached hereto as Exhibit F.

(d) A certificate executed by the Chief Executive Officer and Secretary of the Company stating that all corporate proceedings required to be taken by the Company and its Subsidiaries in connection with the transactions contemplated by this Agreement and the other Transaction Documents have been duly taken in all material respects.

7.6 Cancellation and Reissuance of Shares to UU Holders and GA Holders. As soon as practicable, the Company will take all necessary actions to cancel the share certificates issued to certain shareholders (the "**UU Holders**" and "**GA Shareholders**" as such terms are defined in the Investors' Rights Agreement) and issue certificates to the same shareholders representing the numbers of Ordinary Shares or Series C Preferred Shares, as the case may be, as appear next to such shareholders names in the Cap Table. The Company shall update its register or members and deliver a certified copy to the Investors no later than 10 days from the Closing Date.

7.7 SAFE Registration. In the event of so required by the regulations of SAFE, the Company shall, and shall cause the direct and indirect shareholders of the Company who are residents of the PRC to register their direct or indirect investments in the Company and CIAC with SAFE.

7.8 Required Supplemental Documents. Within 30 days of the Closing Date, the Company shall deliver to each of the Investors a copy of each of the Required Supplemental Documents as listed in Exhibit N hereto and a legal opinion issued by TransAsia Lawyers with respect to the execution, performance and enforceability of each of the Required Supplemental Documents.

8. Indemnification.

8.1 Indemnification. Except as otherwise provided in this Section 8 and from and after the Closing, the Company (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless each of the Investors and its Affiliates and their respective officers, directors, agents, employees, subsidiaries, partners, members and controlling persons (each, an "**Indemnified Party**") to the fullest extent permitted by law from and against any and all losses, Claims, or written threats thereof (including, without limitation, any Claim by a third party), damages, expenses (including reasonable fees, disbursements and other charges of counsel incurred by the Indemnified Party in any good faith investigations or any action between the Indemnifying Party and the Indemnified Party or between the Indemnified Party and any third party or otherwise or other liabilities (collectively, "**Losses**") resulting from or arising out of any breach of any representation or warranty, covenant or agreement by the Company in this Agreement or the other Transaction Documents. The amount of any payment to any Indemnified Party herewith in respect of any Loss shall be of sufficient amount to make such Indemnified Party whole for any diminution in value of the Securities, other than (a) Losses that are finally determined in such action or proceeding to be primarily and directly a result of (i) the gross negligence of such Indemnified Party, (ii) the intentional misconduct or a knowing violation of applicable law by such Indemnified Party, or (iii) a transaction from which such Indemnified Party received an improper personal benefit (as such term is construed under the Delaware General Corporation Law) or (b) Losses that are the subject of Section 1.11 of the Investors' Rights Agreement. In connection with the obligation of the Indemnifying Party to indemnify for expenses as set forth above, the Indemnifying Party shall, upon presentation of appropriate invoices containing reasonable detail, reimburse each Indemnified Party for all such expenses (including reasonable fees, disbursements and other charges of counsel incurred by the Indemnified Party in any action between the Indemnifying Party and the Indemnified Party or between the Indemnified Party and any third party) as they are incurred by such Indemnified Party; provided, however, that if such fees, disbursements and other charges of counsel arise out of any action or Claim for breach of representation or warranty, covenant or agreement by the Company contained in this Agreement initiated by such Indemnified Party against the Indemnifying Party and in which there are no other claimants or litigants (for the avoidance of doubt, such action excluding (i) any action between any Indemnified Party and any third party and (ii) any action between any Indemnified Party and the Indemnifying Party as a result of any third party action against such Indemnified Party or the Indemnifying Party), then such Indemnified Party shall reimburse the Indemnifying Party for such fees, disbursements and charges of counsel if it is determined in a final, non-appealable judgment that there has not been any breach of any representation or warranty, covenant or agreement of the Company. No representation or warranty of the Company contained herein or any certificate delivered hereunder shall be deemed untrue or incorrect, and the Company shall not be deemed to have breached a representation or warranty, as a consequence of the existence of any fact which is fully and fairly disclosed in one section of the Schedule of Exceptions to this Agreement and it is reasonably apparent to the Investors based on a cross-reference in the Schedule of Exceptions that the disclosure in such section of the Schedule of Exceptions applies to another section of the Schedule of Exceptions in the Investors' reasonable determination.

8.2 Notification. Each of the Indemnified Party shall, promptly after the receipt of notice of the commencement of any Claim against such Indemnified Party in respect of which indemnity may be sought from the Indemnifying Party under this Section 8.2, notify the Indemnifying Party in writing of the commencement thereof. The omission of any Indemnified Party to so notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability which it may have to such Indemnified Party (a) other than pursuant to this Section 8.2 or (b) under this Section 8.2 unless, and only to the extent that, such omission results in the Indemnifying Party's forfeiture of substantive rights or defenses. In case any such Claim shall be brought against any Indemnified Party, and it shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party shall be entitled to assume the defense thereof at its own expense, with counsel satisfactory to such Indemnified Party in its reasonable judgment; provided, however, that any Indemnified Party may, at its own expense, retain separate counsel to participate in such defense at its own expense. Notwithstanding the foregoing, in any Claim in which both the Indemnifying Party, on the one hand, and an Indemnified Party, on the other hand, are, or are reasonably likely to become, a party, such Indemnified Party shall have the right to employ separate counsel and to control its own defense of such Claim if, in the reasonable opinion of counsel to such Indemnified Party, either (x) one or more defenses are available to the Indemnified Party that are not available to the Indemnifying Party or (y) a conflict or potential conflict exists between the Indemnifying Party, on the one hand, and such Indemnified Party, on the other hand, that would make such separate representation advisable; provided, however, that the Indemnifying Party (i) shall not be liable for the fees and expenses of more than one counsel to all Indemnified parties and (ii) shall reimburse the Indemnified parties for all of such fees and expenses of such counsel incurred in any action between the Indemnifying Party and the Indemnified parties or between the Indemnified parties and any third party, as such expenses are incurred. The Indemnifying Party agrees that it will not, without the prior written consent of the Investors who subscribed for at least a majority of the Series D Preferred Shares purchased hereunder, settle, compromise or consent to the entry of any judgment in any pending or threatened Claim relating to the matters contemplated hereby (if any Indemnified Party is a party thereto or has been actually threatened to be made a party thereto) unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising or that may arise out of such Claim. The Indemnifying Party shall not be liable for any settlement of any Claim effected against an Indemnified Party without its written consent, which consent shall not be unreasonably withheld.

8.3 Contribution. If the indemnification provided for in this Section 8.3 from the Indemnifying Party is unavailable to an Indemnified Party hereunder in respect of any Losses referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions which resulted in such Losses, as well as any other relevant equitable considerations. The relative faults of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses referred to above shall be deemed to include, subject to the limitations set forth in Sections 8.1 and 8.5, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding.

8.4 Time Limitations. If the Closing occurs, the Company will have no indemnification and contribution obligations under this Section 8 to any Indemnified Party unless on or before the earlier of (x) six (6) months after issuance by a "Big Four" accounting firm selected by the Company of its auditor's report on the Company's financial statements for the fiscal year ending December 31, 2008, or (y) closing date of the Company's firm commitment initial public offering of Ordinary Shares or American depositary shares representing Ordinary Shares pursuant to the Securities Act, such Indemnified Party notifies the Company of a Claim for a Loss.

8.5 Limitations on Amount. The Company will have no liability for indemnification or otherwise to an Indemnified Party with respect to the matters described in this Section 8 until the total of all Losses payable by the Company exceeds 2.5% of the purchase price and exercise price then paid by the Investors (the "**Basket**"), and then the Company shall indemnify such Indemnified Party for the amount of all of its Losses in excess of US$1,000,000. Notwithstanding anything herein to the contrary, the maximum amount payable by the Company for indemnification hereunder or otherwise shall not exceed 50% of the aggregate purchase price or exercise price then paid by all Investors for the Series D Preferred Shares (including for the avoidance of doubt those issuable on exercise of the Series D Warrants); provided that, the maximum amount payable by the Company for indemnification hereunder or otherwise to any single Investor (together with all Indemnified Parties who derive their indemnification rights hereunder from such Investor) shall not exceed 100% of the aggregate purchase price purchase price paid hereunder by such Investor.

8.6 Exclusive Remedy. After the Closing, this Section 8 shall constitute the sole and exclusive remedy of any Indemnified Party for Losses arising out of, resulting from or incurred in connection with the inaccuracy or breach of any representation or warranty made by the Company in this Agreement or any certificate required to be delivered hereunder.

8.7 Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no party shall be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such Person, including, lost profits or loss of business reputation or opportunity relating to the breach or alleged breach of any representation or warranty; provided, however, that the foregoing does not limit or modify in any respect the liability of the Indemnifying Party to make an Indemnified Party whole for any diminution in value of the Securities, as provided in Section 8.1.

8.8 Commencement of Indemnification Claim. Notwithstanding anything herein to the contrary, no claim for indemnification hereunder shall be commenced without the affirmative written approval of the Investors who subscribed for at least a majority of the Series D Preferred Shares purchased hereunder.

9. Miscellaneous.

9.1 Governing Law; Jurisdiction; Venue.

(a) **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement to be brought by or on behalf of any of the parties may be brought or otherwise commenced in any state or federal court located in New York County, the State of New York. With respect to any such action, each party to this Agreement: (A) expressly and irrevocably consents and submits to the non-exclusive jurisdiction of each state and federal court located in the County and city of New York, New York (and each appellate court located in the State of New York) in connection with any such legal proceeding; (B) agrees that each state and federal court located in the county of New York, the State of New York, shall be deemed to be a convenient forum; and (C) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the county and city of New York, the State of New York, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(c) Each of the parties hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the transactions contemplated by this Agreement. Each of the parties hereby (a) certifies that no representative, agent or attorney of the other parties has represented, expressly or otherwise, that such other parties would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications set forth in this Section 9.1

9.2 Counterparts and Fax Signing. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart or other signature delivered by facsimile shall be deemed for all purposes as being a good and valid execution and delivery of this Agreement by that party.

9.3 Headings. The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

9.4 Notices. Any notice required or permitted pursuant to this Agreement shall be given in writing and shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means to the address as shown below the signature of such party on the signature page of this Agreement (or at such other address as such party may designate by fifteen (15) days' advance written notice to the other parties to this Agreement given in accordance with this Section 9.4). Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid if sent during normal business hours of the recipient and if not sent during normal business hours, then the next Business Day of the recipient.

9.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, legal and enforceable under all applicable Laws. If, however, any provision of this Agreement shall be invalid, illegal or unenforceable under any such applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal or unenforceable only to the extent of such invalidity, illegality or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality or enforceability of such provision in any other jurisdiction.

9.6 Entire Agreement. This Agreement, along with the exhibits hereto, constitutes the entire agreement among the Company and the Investors relative to the subject matter of this Agreement. This Agreement replaces and supersedes all prior written or oral agreements, statements, correspondence, negotiations and understandings by and among the parties with respect to the matters covered by it.

9.7 Exculpation Among Investors. Each Investor acknowledges and agrees that it has, independently and without reliance on any other Investor, made its own evaluation and decision to purchase the Series D Securities. Each Investor further acknowledges that it is not relying upon any other Investor in making its investment or decision to invest in the Company. Each Investor agrees that no Investor or the respective controlling persons, officers, directors, partners, agents or employees of any Investor shall be liable to any other Investor for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the issuance and sale of the Series D Securities by the Company or the securities issuable upon conversion or exercise of the Series D Securities.

9.8 Waiver; Amendment. Any provision of this Agreement may be waived or amended only by a written instrument signed by the Company and the Investors subscribing for at least a majority of the Series D Securities (calculated as if the Series D Warrants were exercised as of the Closing Date) subscribed for by all of the Investors. Any amendment or waiver effected in accordance with this Section 9.8 shall be binding upon each holder of any Series D Securities purchased under this Agreement at the time, each future holder of all such Series D Securities and the Company.

9.9 Successors and Assigns. Except as otherwise expressly provided to the contrary, the provisions of this Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon each Investor and each Investor's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of Law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Each Investor may assign all or any portion of its rights and obligations under this Agreement to any Affiliate that acquires from such Investor the Series D Securities, and/or the Ordinary Shares issuable upon conversion of such Series D Securities or that agrees to subscribe for all or a portion of such Investor's Series D Securities pursuant to this Agreement, so long as in each such case, such Affiliate makes to the Company the representations and warranties set forth in Section 5 of this Agreement. The Company is not permitted to assign all or any portion of its rights and obligations under this Agreement to any party.

9.10 Finders' Fees. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction. The Company and each Investor will indemnify the others against all liabilities incurred by it with respect to claims related to investment banking or finders' fees in connection with the transactions contemplated by this Agreement, arising out of arrangements between the claimant asserting those claims and the indemnifying party, and all costs and expenses (including reasonable fees of counsel) of investigating and defending those claims.

9.11 Representation by Counsel. The Investors hereby acknowledge and agree that Lovells LLP represents only the Investors in connection with the negotiation, execution and delivery of this Agreement and the other Transaction Documents and transactions contemplated hereby and thereby.

9.12 Dollar Amounts. All dollar amounts in this Agreement are stated in, and shall be interpreted to be, dollars of the currency of the United States of America.

9.13 Expenses. Irrespective of whether the Closing is effected, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement except that if the Closing is effected, then the Company shall reimburse fifty percent (50%) of the reasonable out-of-pocket and invoiced fees and expenses from third party service providers (including fees and expenses for attorneys and for fairness opinions and other due diligence related financial advice) (not to exceed Three Hundred Thousand US Dollars (US$300,000)) incurred by Investors in connection with the transactions contemplated by this Agreement.

9.14 Survival of Representations and Warranties. The representations, warranties, covenants and agreements made in this Agreement shall survive the closing of the transactions contemplated hereby until the first anniversary of the Closing and shall in no way be affected by any investigation of the subject matter of such representations, warranties, covenants and agreements made by or on behalf of the Investors, their respective counsel or the Company, as the case may be.

9.15 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any holder of any of the Series D Securities (or Ordinary Shares issuable upon conversion thereof), upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder shall be cumulative and not alternative.

9.16 Aggregation of Shares. All shares held or acquired by any Investor and its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

9.17 Confidentiality. Each Investor agrees that, except with the prior written consent of the Company, it shall at all times keep confidential and not divulge, furnish or make accessible to anyone any confidential information or data concerning or relating to the business or financial affairs of the Company to which such Investor has been or shall become privy by reason of this Agreement and the other Transaction Documents, discussions or negotiations relating to this Agreement and the other Transaction Documents, the performance of its obligations hereunder or the ownership of the Series D Securities purchased hereunder. Except as may be required by applicable Laws, none of the parties hereto shall issue a press release or public announcement or otherwise make any disclosure concerning this Agreement, the transactions contemplated hereby, without prior approval by the other parties hereto (which approval shall not be unreasonably withheld, delayed or conditioned). If any announcement is required by any Law to be made by the Company, prior to making such announcement such party will deliver a draft of such announcement to the Investors and shall give the other parties reasonable opportunity to comment thereon. The provisions of this Section 9.17 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by the parties hereto. Notwithstanding the foregoing however, the obligation of each Investor to hold information confidential as provided herein or in any other document or agreement relating thereto shall not prohibit such Investor from disclosing such information: (i) to its board of directors, investment advisers, attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with its investment in the Company, provided that such persons agree to hold such information confidential as provided herein and in such provisions (as modified by this paragraph); (ii) to any prospective purchaser of any shares of the Company owned by such Investors as long as such prospective purchaser agrees in writing to be bound by the confidentiality provisions as provided herein or in such provisions (as modified by this paragraph); (iii) to such Investor's investment advisor or any investment companies managed by such Investor's capital investors and investment advisor, provided that such persons agree to hold such information confidential as provided herein or in such provisions (as modified by this paragraph); (iv) to such Investor's members, limited and general partners and managers in connection with ordinary course reporting requirements; (v) as required by applicable law or regulation, regulatory body, stock exchange, court or administrative order, or any listing or trading agreement concerning such Investor or the Company (provided such Investor will afford the Company prior notice of such requirement and shall cooperate with the Company in attempting to obtain confidential treatment of such information); (vi) that is already publicly available; (vii) that was known to such Investor on a non-confidential basis prior to its disclosure by the Company; (viii) that may be required or appropriate in response to any summons or subpoena or in connection with any litigation, provided that such Investor will use reasonable efforts to notify the Company in advance of such disclosure so as to permit the Company to seek a protective order or otherwise contest such disclosure, and such Investor will use reasonable efforts to cooperate, at the expense of the Company, with the Company in pursuing any such protective order; (ix) to Persons from whom releases, consents or approvals are required, or to whom notice is required to be provided, pursuant to the transactions contemplated by the Transaction Documents. In addition, each Investor may disclose on its worldwide web page, the name of the Company, the name of the Chief Executive Officer of the Company, a brief description of the business of the Company, the Company's logo and the aggregate amount of such Investor's investment in the Company.

9.18 Waiver of Conflicts. Each party to this Agreement acknowledges that Haynes and Boone, LLP, counsel for the Company, represented the Company in the transaction contemplated by this Agreement and has not represented any individual investor or any individual shareholder or employee of the Company in connection with such transaction.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Series D Securities Purchase Agreement as of the date first above written.

THE COMPANY:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen
Joseph Chen, Chairman and Chief Executive Officer

Address: 23/F Jing'an Center, No. 8
Beisanhuan, East Road
Chaoyang District
Beijing, PRC 100028

Fax: (8610) 8522-3008

INVESTORS:

By: /s/ Masayoshi Son
Name: Masayoshi Son
Title: Chairman and CEO

Address: 24F, Tokyo Shiodome Building
1-9-1 Higashi-Shimbashi
Minato-Ku
Tokyo 105-7303 Japan

Fax: +81-3-6215-5001

SCHEDULE A

Schedule of Investors

Investor and Contact Information	Purchase Price	Series D Preferred Shares Purchased	2009 Series D Warrant (No. of Warrants Shares)	2010 Series D Warrant (No. of Warrants Shares)
Softbank Corp. 1-9-1, Higashi-Shimbashi Minato-ku, Tokyo 105-7303 Japan	US$ 100,000,000.00	10,071,763	10,071,763	20,143,525

Fax Number:
+81 3 6215 5001

Exhibit 10.17

Execution Copy

FIRST AMENDMENT
TO THE
SERIES D SECURITIES PURCHASE AGREEMENT

This First Amendment to the Series D Securities Purchase Agreement (this "**Amendment**") is made as of July 2, 2009, by and among Oak Pacific Interactive, an exempted company incorporated under the Companies Law (2007 Revision) of the Cayman Islands (the "**Company**") and SOFTBANK CORP. (the "**Investor**").

RECITALS

The Company and the Investor entered into that certain Series D Securities Purchase Agreement, dated as of April 4, 2008 (the "**Agreement**"), and the parties hereto desire to amend the Agreement as set forth herein.

Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Agreement.

AGREEMENT

In consideration of the promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The following definitions set forth in Section 1.1 of the Agreement shall be amended to read in their entirety as follows:
   a. "**2009 Series D Warrant**" means the warrants, dated as of April 4, 2008, issued by the Company to the Investors set forth on Schedule A hereof pursuant to which such Investors have the right to buy, and the Company has the right to sell, Series D Preferred Shares on the terms specified therein, in substantially the form attached hereto as Exhibit H-1, as may be amended from time to time."
   b. "**2010 Series D Warrant**" means the warrants, dated as of April 4, 2008, issued by the Company to the Investors set forth on Schedule A hereof pursuant to which such Investors have the right to buy, and the Company has the right to sell, Series D Preferred Shares on the terms specified therein, in substantially the form attached hereto as Exhibit H-2, as may be amended from time to time."
2. The parties hereby confirm that, except to the extent specifically amended hereby, the provisions of the Agreement shall remain unmodified and the Agreement as so amended is hereby confirmed as being in full force and effect.
3. This Amendment may be executed in any number of counterparts, each of shall be an original, and all of which together shall constitute one instrument.

4. This Amendment and the Agreement as amended hereby shall be binding upon and shall inure to the benefit of the parties to the Amendment and the Agreement and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen

Name: Joseph Chen
Title: Chairman and Chief Executive Officer

SOFTBANK CORP.

By: /s/ Masayoshi Son

Name: Masayoshi Son
Title: Chairman and CEO

Exhibit 10.18

Execution Copy

THESE WARRANTS AND ANY SECURITIES ACQUIRED UPON THE EXERCISE OF THESE WARRANTS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR FOREIGN JURISDICTION. NEITHER THESE WARRANTS, SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS. TO THE EXTENT REQUESTED BY THE COMPANY, SUCH EXEMPTION SHALL BE EVIDENCED BY AN OPINION OF COUNSEL FOR THE HOLDER IN A FORM REASONABLE ACCEPTABLE TO COUNSEL FOR THE COMPANY.

THE SALE, ASSIGNMENT, HYPOTHECATION, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION (EACH A "TRANSFER") AND VOTING OF ANY OF THE SECURITIES REPRESENTED BY THIS WARRANT AND THE SECURITIES ACQUIRED PURSUANT TO THE EXERCISE OF THESE WARRANTS ARE RESTRICTED BY THE TERMS OF THE RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT, DATED APRIL 4, 2008, AMONG THE COMPANY AND THE PARTIES NAMED THEREIN, A COPY OF WHICH MAY BE INSPECTED AT THE COMPANY'S PRINCIPAL OFFICE. THE COMPANY WILL NOT REGISTER THE TRANSFER OF THESE WARRANTS OR SUCH SECURITIES ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL THE TRANSFER HAS BEEN MADE IN COMPLIANCE WITH THE TERMS OF SUCH AGREEMENT.

OAK PACIFIC INTERACTIVE
AMENDED AND RESTATED
SERIES D PREFERRED SHARE PURCHASE WARRANT

(2009)

This certifies that, in consideration of the Warrantholder agreeing to purchase Series D Preferred Shares subject to the terms and conditions of the Purchase Agreement and for other good and valuable consideration received, Oak Pacific Interactive, an exempted company incorporated and existing under the Companies Law (2007 Revision) of the Cayman Islands (the "Company"), issues to SOFTBANK CORP. (the "Warrantholder") this warrant (this "Warrant") to subscribe for and purchase from the Company, during the Exercise Period (as hereinafter defined), 7,553,822 fully paid and nonassessable Series D Preferred Shares, par value US$0.01 per share, of the Company (the "Warrant Shares"), at the exercise price per share of JPY1,017.99 (as adjusted for any stock splits, bonus issues, recapitalizations, combinations or similar transactions after the date hereof that are taken with respect to the Series D Preferred Shares, and as may be further adjusted pursuant to Section 2.5) (the "Exercise Price"), all subject to the terms, conditions and adjustments herein set forth. Capitalized terms used herein shall have the meanings ascribed to such terms in Section 9 below.

1. Warrants and Warrant Shares. This Warrant amends, restates, and replaces in its entirety that certain 2009 Series D Warrant issued pursuant to, and in accordance with, Section 2.2 of the Purchase Agreement and is subject to the terms of such Purchase Agreement.

2. Exercise of Warrants; Payment of Taxes.

2.1 Exercise of Warrants. Subject to the terms and conditions set forth herein, this Warrant may be exercised (which exercise shall be irrevocable) for all, and not less than all of the Warrant Shares at any time, by:

(a) The Warrantholder during the Exercise Period by (x) the surrender of this Warrant to the principal executive office of the Company, with a duly executed Warrantholder exercise form, the form of which is attached hereto as Exhibit A-1 (the "Warrantholder Exercise Form"), (y) the delivery (without prejudice to the rights of the Softbank Shareholders under each of the documents mentioned in the Joinder Agreement that relate to their ownership of Series D Securities reckoned as if this Warrant had been fully exercised) of an executed joinder agreement, the form of which is attached hereto as Exhibit A-3 (the "Joinder Agreement"), if the Warrantholder is no longer SOFTBANK CORP. and (z) the delivery of payment to the Company, for the account of the Company, by cash, wire transfer, certified or official bank check or any other means approved by the Company, of (i) the aggregate Initial Exercise Price in lawful money of Japan on or before July 2, 2009 and (ii) the aggregate Remaining Exercise Price in lawful money of Japan on or before October 2, 2009; *provided* that in the event the Warrantholder elects to exercise this Warrant prior to a Significant Event (as defined below), not later than five (5) Business Days prior to the anticipated closing date of such Significant Event, the Warrantholder shall be obligated to deliver a duly executed Warrantholder Exercise Form, together with this Warrant, to the Company (and the Company agrees to give adequate notice to the Warrantholder of any event of which it is aware that could reasonably give rise to a Significant Event); or

(b) The Company during the Exercise Period by delivery by the Company to Warrantholder of a duly executed Company exercise form, the form of which is attached hereto as Exhibit A-2 (the "Company Exercise Form"); within five (5) Business Days after the Company's delivery thereof, Warrantholder shall (x) surrender this Warrant to the principal executive office of the Company, (y) deliver the executed Joinder Agreement if the Warrantholder is no longer SOFTBANK CORP. and (z) deliver payment to the Company, for the account of the Company, by cash, wire transfer, certified or official bank check or any other means approved by the Company, of (i) the aggregate Initial Exercise Price in lawful money of Japan on or before July 2, 2009 and (ii) the aggregate Remaining Exercise Price in lawful money of Japan on or before October 2, 2009.

The respective dates of delivery of the aggregate Initial Exercise Price and the aggregate Remaining Exercise Price under clause (a) or (b) above are each hereinafter referred to as an "Exercise Date." The Company agrees that (a) the Initial Warrant Shares shall be deemed to be issued to the Warrantholder as the record holder of such Warrant Shares as of the close of business on the date on which this Warrant shall have been surrendered, the duly executed applicable Exercise Form shall have been delivered and full payment shall have been made for the Initial Warrant Shares as aforesaid and (b) the Remaining Warrant Shares shall be deemed to be issued to the Warrantholder as the record holder of such Warrant Shares as of the close of business on the date on which full payment shall have been made for the Remaining Warrant Shares as aforesaid. Notwithstanding the foregoing sentence and clauses (a) and (b) in the above paragraph, if the Warrantholder has provided the Warrantholder Exercise Form in accordance with clause (a) in the above paragraph or the Company has provided the Company Exercise Form in accordance with clause (b) in the above paragraph and a Significant Event is anticipated to be completed *prior* to the Warrantholder becoming the record holder of the applicable Warrant Shares as scheduled or otherwise through no fault of the Warrantholder, the Company agrees to hold such Warrant Shares in trust on behalf of the Warrantholder (or pursuant to any similar arrangement satisfactory to the Warrantholder) until the Warrantholder becomes the record holder and shall use commercially reasonable efforts to exercise the rights, benefits and privileges attached to such Warrant Shares so as to preserve any and all rights, benefits and privileges that would arise if the Warrantholder were deemed the record holder of such Warrant Shares prior to such Significant Event. In such event, (i) the Company will promptly consult with the Warrantholder and, to the extent permitted by applicable law, use commercially reasonable efforts to exercise all such rights, benefits and privileges in accordance with the Warrantholder's instructions with respect to such Warrant Shares and (ii) to the extent the Warrantholder participates in the Significant Event, the Warrantholder will pay or cause to be paid the aggregate Remaining Exercise Price from Warrantholder's proceeds from the Significant Event in a manner mutually acceptable to the Warrantholder and the Company at the closing of the Significant Event. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant; rather, the number of Warrant Shares issuable upon exercise shall be rounded up to the nearest whole number.

2.2 Exerciseability. This Warrant shall only be exercisable in accordance with the provisions of Section 2.1; provided however, that in no event shall it be exercisable after the expiration of the Exercise Period.

2.3 Warrant Shares Certificate. A share certificate or certificates for the Initial Warrant Shares and the Remaining Warrant Shares, as applicable, shall be delivered by the Company to the Warrantholder within five (5) Business Days after receipt by the Company of, in the case of the Initial Warrant Shares, this Warrant, the applicable Exercise Form, and the aggregate Initial Exercise Price for such Warrant Shares and, in the case of the Remaining Warrant Shares, the aggregate Remaining Exercise Price for such Warrant Shares.

2.4 Payment of Taxes. The Company will pay all documentary stamp or other issuance taxes, if any, attributable to the issuance of Warrant Shares upon the exercise of this Warrant; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issue or delivery of any Warrants or Warrant or Warrant Shares in a name other than that of the then Warrantholder as reflected upon the books of the Company.

2.5 Further Adjustment to Exercise Price and Payment of Time Value. The Exercise Price shall be adjusted as of the Exercise Date such that it will equal (a) the Exercise Price in effect (the "Preceding Exercise Price") immediately prior to the determination of the Exercise Spot plus (b) the Currency Adjustment multiplied by the Preceding Exercise Price plus (c) the Fee.

As used herein: "Currency Adjustment" is the positive or negative percentage of the Preceding Exercise Price equal to the product of (A) 50% and (B) the quotient of (i) 2008 Spot less Exercise Spot divided by (ii) 2008 Spot, *provided* that if the magnitude of such resulting positive or negative percentage exceeds 6%, the Currency Adjustment shall be positive or negative 6%, as appropriate.

"2008 Spot" is the spot rate of exchange of China State Administration of Foreign Exchange ("SAFE") for the purchase of RMB with 1 JPY quoted on the relevant SAFE screen page for such rate at or around 11:00 a.m. (Tokyo time) April 9, 2008.

"Exercise Spot" is the spot rate of exchange of SAFE for the purchase of RMB with 1 JPY quoted on the relevant SAFE screen page for such rate at or around 11:00 a.m. (Tokyo time) two Business Days prior to the Exercise Date.

"Fee" means the amount calculated according to the following formula:

$$\text{Fee} = \text{Preceding Exercise Price} \times (1.01^{((y+365)/365)} - 1)$$

Where "y" equals the number of days elapsed commencing from April 4, 2009 up to and including the Exercise Date.

3. Restrictions on Transfer; Restrictive Legends.

3.1 This Warrant may not be offered, sold, transferred, pledged or otherwise disposed of, in whole or in part, to any Person; provided however, Warrantholder may assign or transfer this Warrant to an Affiliate provided that (i) Warrantholder gives the Company written notice at least thirty (30) days prior to such assignment or transfer and (ii) the proposed transferee (or whose obligations under this Warrant are guaranteed by a Person that) has a net worth (demonstrated by the Warrantholder to the Company's reasonable satisfaction) equal to or greater than Warrantholder's net worth at the date of issuance of this Warrant and expressly assumes the Warrantholder's obligations hereunder in form and substance reasonably satisfactory to the Company.

3.2 Except as otherwise permitted by this Section 3, each Warrant (and each Warrant issued in substitution for any Warrant pursuant to Section 6) and all certificates for Warrant Shares shall be stamped or otherwise imprinted with a legend in substantially the form as set forth on the cover of this Warrant.

4. Reservation and Registration of Shares. The Company covenants and agrees as follows:

(a) All Warrant Shares that are issued upon the exercise of this Warrant and all Ordinary Shares that are issued upon conversion of the Warrant Shares shall, upon issuance, be validly issued, not subject to any preemptive rights, and be free from all taxes, liens, security interests, charges, and other encumbrances with respect to the issuance thereof.

(b) The Company shall at all times have authorized and reserved, and shall keep available and free from preemptive rights, a sufficient number of Series D Preferred Shares to issue upon the exercise of this Warrant and a sufficient number of Ordinary Shares to issue upon the conversion of the Warrant Shares.

(c) The Company shall not, by amendment of the Amended Articles through any reorganization, transfer of assets, spin-off, consolidation, merger, dissolution, issue or sale of securities or any other action or inaction, seek to avoid the observance or performance of any of the terms of this Warrant, and shall at all times in good faith assist in performing and giving effect to the terms hereof and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of the Warrantholder against dilution or other impairment.

5. Adjustments.

5.1 Anti-dilution Adjustments. Upon the occurrence of any of the events described in Articles 7.4(d) through 7.4(k) of the Amended Articles (but subject to the exceptions set forth therein) and notwithstanding that this Warrant may not have been exercised at the time of such event or that there may not be any Series D Preferred Shares then outstanding:

(a) this Warrant shall thereafter be exercisable for the aggregate number of Warrant Shares which, when converted, are convertible into the aggregate number of Ordinary Shares into which the Warrant Shares would have been convertible had they been outstanding upon the occurrence of any such event and this Warrant shall represent the right to purchase such aggregate number of Warrant Shares which when converted, equals such aggregate number of Ordinary Shares; and

(b) the Exercise Price shall be adjusted, if necessary, such that the aggregate Exercise Price for all of the Warrant Shares shall remain the same before and after such act.

5.2 No Adjustment. Notwithstanding anything herein to the contrary, no adjustment under this Section 5 need be made to the number of Warrant Shares purchasable hereunder (the "Warrant Share Number") or the Exercise Price if the Majority Warrantholders determine, in writing, that no such adjustment shall be made in connection with such event, which such determination shall be binding upon all the holders of all Warrants issued pursuant to the Purchase Agreement.

5.3 Abandonment. If the Company shall take a record of the holders of Ordinary Shares for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter and before the distribution to shareholders thereof legally abandon its plan to pay or deliver such dividend or distribution, then no adjustment in the Warrant Share Number shall be required by reason of the taking of such record.

5.4 Certificate as to Adjustments. Upon any adjustment in the Warrant Share Number, the Company shall within a reasonable period (not to exceed ten (10) Business Days) following any of the foregoing transactions deliver to the Warrantholder a certificate, signed by the chief financial officer of the Company, setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the adjusted Warrant Share Number then in effect following such adjustment.

5.5 No Spin-off; Reorganization, Reclassification, Merger or Sale Transaction. If during the Exercise Period, the Company, directly or indirectly, proposes to consummate or consummates any spin-off, capital reorganization, Sale Transaction, merger, consolidation or distribution or dividend of cash, evidences of indebtedness of the Company or another issuer, securities of the Company or another issuer or other assets (each, a "Transaction"), then prior to such Transaction the Company shall deliver written notice of the Transaction to the Majority Warrantholders and the Board of Directors and the Majority Warrantholders shall negotiate in good faith and agree to an appropriate adjustment to this Warrant so that the Warrantholders will receive, upon the exercise of this Warrant, the consideration, cash, indebtedness, securities or other assets that the Warrantholders would have received had this Warrant been exercised immediately prior to such Transaction. If within ten (10) Business Days, the Board of Directors and the Majority Warrantholders cannot reach an agreement on the appropriate adjustment to this Warrant, then the appropriate adjustment to this Warrant shall be determined by an internationally recognized investment banking firm or "Big 4" accounting firm designated by the Board of Directors and approved by the Majority Warrantholders in their reasonable discretion; provided that if such investment banking or accounting firm has not issued a report stipulating the appropriate adjustment of the Warrant within forty-five (45) days after the date on which the Company sent written notice of the Transaction to the Majority Warrantholders, the Company may consummate the Transaction notwithstanding the parties' failure to arrive at any final determination of an adjustment pursuant to this Section 5.5, provided that such consummation shall not limit or impair the adjustment of this Warrant pursuant to this Section 5.5. In no event shall the Company consummate a Transaction prior to the earlier of the date on which final determination of the adjustment to this Warrant is made pursuant to this Section 5.5 or forty-five (45) days after the date on which the Company sent written notice of the Transaction to the Majority Warrantholders. No adjustment shall be made pursuant to this Section 5.5 as a result of any Transaction if an adjustment to the Warrant Shares issuable upon exercise and/or the Exercise Price has been made pursuant to Section 5.1 above in connection with such Transaction. The fees and expenses of the investment banking or accounting firm shall be borne by the Company.

5.6 Amendment of the Amended Articles. During the Exercise Period, the Company shall not take any action that amends or waives any provision of the Amended Articles in a manner that materially adversely affects the rights of the Warrantholders.

5.7 Preemptive Rights. The Warrantholder is entitled to the benefits of Article 5.2 of the Amended Articles as if it was a "Series D Investor" thereunder.

6. Loss or Destruction of Warrant. Subject to the terms and conditions hereof, upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, of such bond or indemnification as the Company may reasonably require, and, in the case of such mutilation, upon surrender and cancellation of this Warrant, the Company will execute and deliver a new Warrant of like tenor.

7. Ownership of Warrants. The Company may deem and treat the person in whose name this Warrant is registered as the holder and owner hereof (notwithstanding any notations of ownership or writing hereon made by anyone other than the Company) for all purposes and shall not be affected by any notice to the contrary, until presentation of this Warrant for registration of transfer.

8. Amendments. Any provision of this Warrant may be amended and the observance thereof waived only with the written consent of the Company and the Majority Warrantholders. Any such amendment or waiver shall be binding upon all the holders of all Warrants issued pursuant to the Purchase Agreement.

9. Definitions. As used herein, unless the context otherwise requires, the following terms have the following respective meanings:

"2009 Series D Warrant" means the warrant, dated as of April 4, 2008, issued by the Company to the Warrantholder pursuant to which the Warrantholder had the right to buy, and the Company had the right to sell, 10,071,763 Series D Preferred Shares on the terms specified therein.

"Affiliate" has the meaning set forth in the Amended Articles.

"Amended Articles" means the Company's Memorandum and Articles of Association adopted by the Company on or before the Closing Date, as amended from time to time.

"Board of Directors" means the Board of Directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of New York or the People's Republic of China (excluding the Special Administrative Regions of Hong Kong and Macau and Taiwan) are authorized or required by law or executive order to close. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a day that is not a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

"Co-Sale Event" means the date of consummation of the sale specified in the Co-Sale Notice referred to in Article 17.2 of the Amended Articles.

"Company" has the meaning set forth in the first paragraph of this Warrant.

"Company Exercise Form" has the meaning set forth in Section 2.1(b) of this Warrant.

"Closing Date" means April 4, 2008.

"Exercise Date" has the meaning set forth in Section 2.1 of this Warrant.

"Exercise Period" means the period beginning on April 4, 2009 and ending on July 2, 2009.

"Exercise Price" has the meaning set forth in the first paragraph of this Warrant.

"Initial Exercise Price" means the Exercise Price for the Initial Warrant Shares as calculated on the Exercise Date of the Initial Warrant Shares.

"Initial Public Offering" means the firm commitment underwritten initial public offering of Ordinary Shares or American depository shares representing Ordinary Shares pursuant to an effective registration statement under the Securities Act.

"Majority Warrantholders" means the holders of a majority of Warrant Shares issued or issuable upon exercise of all of the Warrants issued pursuant the Purchase Agreement, assuming the full exercise of all such Warrants.

"Initial Warrant Shares" means the 5,035,882 fully paid and nonassessable Series D Preferred Shares, par value US$0.01 per share, of the Company issuable on or before July 2, 2009 in accordance with Section 2.1.

"Joinder Agreement" has the meaning set forth in Section 2.1(a) of this Warrant.

"Ordinary Shares" means the Ordinary Shares, par value US$0.01 per share, of the Company.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, governmental body or other entity of any kind.

"Preceding Exercise Price" has the meaning set forth in Section 2.5 of this Warrant.

"Preferred Shares" has the meaning set forth in the Amended Articles.

"Purchase Agreement" means the Series D Securities Purchase Agreement, dated as of April 4, 2008 among the Company, the Warrantholder and the other parties listed therein, as amended from time to time.

"Remaining Exercise Price" means the Exercise Price for the Remaining Warrant Shares as calculated on the Exercise Date of the Remaining Warrant Shares.

"Remaining Warrant Shares" means the 2,517,940 fully paid and nonassessable Series D Preferred Shares, par value US$0.01 per share, of the Company issuable on or before October 2, 2009 in accordance with Section 2.1.

"Right of First Offer and Co-Sale Agreement" means the Right of First Offer and Co-Sale Agreement, dated as of the Closing Date among the Company, the Warrantholder and the other parties listed therein.

"Sale Transaction" has the meaning given to it in the Amended Articles.

"Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder.

"Series D Conversion Event" means the effective date of any conversion of the Series D Preferred Shares pursuant to Article 7.4 of the Amended Articles.

"Series D Preferred Shares" means the Series D Preferred Shares, par value US$0.01, of the Company.

"Significant Event" means any of an Initial Public Offering, a Co-Sale Event and a Series D Conversion Event, or any combination thereof.

"Softbank Shareholders" has the meaning set forth in the Amended Articles.

"Transaction" has the meaning set forth in Section 5.5 of this Warrant.

"Transfer" has the meaning set forth on the cover of this Warrant.

"Warrant Share Number" has the meaning set forth in Section 5.1 of this Warrant.

"Warrant Shares" has the meaning set forth in the first paragraph of this Warrant.

"Warrantholder" has the meaning set forth in the first paragraph of this Warrant.

"Warrantholder Exercise Form" has the meaning set forth in Section 2.1(a) of this Warrant.

"Warrants" has the meaning set forth in the first paragraph of this Warrant.

10. Miscellaneous.

10.1 Entire Agreement. This Warrant, the Purchase Agreement and the Amended Articles constitute the entire agreement between the Company and the Warrantholder with respect to this Warrant and supersede all prior agreements and understanding with respects to the subject matter of this Warrant.

10.2 Binding Effect; Benefits. This Warrant shall inure to the benefit of and shall be binding upon the Company and the Warrantholder and their respective permitted successors and assigns. Nothing in this Warrant, expressed or implied, is intended to or shall confer on any person other than the Company and the Warrantholder, or their respective permitted successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Warrant.

10.3 Headings. The headings in this Warrant are for convenience of reference only and shall not limit or otherwise affect the meaning of this Warrant.

10.4 Notices. All notices, demands and other communications provided for or permitted hereunder shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means:

(a) if to the Company:

Oak Pacific Interactive
Chaoyang District
23/F Jing'an Center, No. 8
Beisanhuan, East Road
Beijing, 100028, China
Email: joe.chen@opi-corp.com
Attention: Joe Chen

with a copy to:

Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Fax: (214) 200-0588
Attention: Wilson Chu, Esq.

(b) if to the Warrantholder:

SoftBank Corp.
1-9-1 Higashi-Shinbashi
Minato-ku
Tokyo, 105-7303
Japan
Fax: 813-6215-5001
Attention: Mr. Katsumasa Niki (SoftBank Corp., Group Manager, Finance) and Mr. Masato Suzaki (SoftBank Corp., General Manager, Legal Department)

with a copy to:

Lovells LLP
Level 2, Office Tower C2
The Towers, Oriental Plaza
No. 1 East Chang An Avenue
Beijing, 100738, China
Fax: 86.10.8518.1656
Attention: Fred Chang, Esq.

Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid if sent during normal business hours of the recipient and if not sent during normal business hours, then the next Business Day of the recipient.

10.5 Severability. Any term or provision of this Warrant which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the terms and provisions of this Warrant or affecting the validity or enforceability of any of the terms or provisions of this Warrant in any other jurisdiction.

10.6 Counterparts. This Warrant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 **GOVERNING LAW. THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.**

10.8 **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8.**

10.9 No Rights or Liabilities as Shareholders. Except as otherwise specified herein, nothing contained in this Warrant shall be determined as conferring upon the Warrantholder any rights as a shareholder of the Company or as imposing any liabilities on the Warrantholder to purchase any securities whether such liabilities are asserted by the Company or by creditors or shareholders of the Company or otherwise.

10.10 Time of the Essence. Time is of the essence hereunder.

10.11 Conditions to Section 2.1. Unless and to the extent waived by the Warrantholder, it shall be a condition to the Company's right to exercise the Warrant pursuant to Section 2.1(b) that (a) the representations and warranties of the Company in Section 4 of the Purchase Agreement remain true and correct in all material respects as of the applicable Exercise Date as if made on such date except where a breach of such representation or warranty would not have a Material Adverse Effect (as defined in the Purchase Agreement) on the Company, (b) no Liquidation (as defined in the Amended Articles) has occurred and (c) the material post-closing covenants in Section 7 of the Purchase Agreement shall have been performed in all material respects.

IN WITNESS WHEREOF, the Company and Warrantholder have caused this Amended and Restated Warrant to be executed by their respective officers thereunto duly authorized on this 2nd day of July 2009.

COMPANY:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen
Name: Joseph Chen
Title: Chairman and Chief Executive Officer

WARRANTHOLDER:

SOFTBANK CORP.

By: /s/ Masayoshi Son
Name: Masayoshi Son
Title: Chairman and CEO

Exhibit A-1

WARRANTHOLDER EXERCISE FORM

(To be executed upon exercise of the Warrants)

The undersigned hereby irrevocably elects to exercise the right, represented by the Warrants, to purchase the Warrant Shares and herewith tenders payment for the Initial Warrant Shares to the order of the Company in the amount of JPY _____ in accordance with the terms of this Warrant and in accordance with the terms of this Warrant shall tender payment for the Remaining Warrant Shares to the order of the Company in the amount of the aggregate Remaining Exercise Price on or before October 2, 2009. The undersigned requests (i) that a certificate for the Initial Warrant Shares be registered in the name of the undersigned and that such certificate be delivered to the undersigned's address below and (ii) that, upon and subject to the payment of the aggregate Remaining Exercise Price due on or before October 2, 2009, a certificate for the Remaining Warrant Shares be registered in the name of the undersigned and that such certificate be delivered to the undersigned's address below.

The undersigned represents that it is acquiring such shares for its own account for investment and not with a view to or for sale in connection with any distribution thereof (subject, however, to any requirement of law that the disposition thereof shall at all times be within its control).

Dated: _____, 2009

Signature _____

_____
(Print Name)

_____
(Street Address)

_____
(City) (State) (Zip Code)

Exhibit A-2

COMPANY EXERCISE FORM

(To be executed upon exercise of the Warrants)

The undersigned hereby irrevocably elects to exercise the right, represented by the Warrants, to require Warrantholder to purchase the Warrant Shares.

Dated: _____, 20__

OAK PACIFIC INTERACTIVE

By: _____

Title: _____

Chaoyang District
23/F Jing'an Center, No. 8
Beisanhuan, East Road
Beijing, 100028, China
Attention: Chief Operating Officer

Exhibit A-3

FORM OF JOINDER AGREEMENT

(To be executed upon exercise of the Warrants)

JOINDER AGREEMENT

[_____, 20__]

Reference is made to (i) that certain Amended and Restated Voting Agreement entered into as of April 4, 2008 by and among Oak Pacific InterActive, an exempted company incorporated under the Companies Law (2007 Revision) of the Cayman Islands (the "Company") and the persons signatory thereto (as amended and in effect from time to time, the "Voting Agreement"), (ii) that certain Amended and Restated Investors' Rights Agreement entered into as of April 4, 2008 by and among the Company and the persons signatory thereto (as amended and in effect from time to time, the "Investors' Rights Agreement") and (iii) that certain Amended and Restated Right of First Offer and Co-Sale Agreement entered into as of April 4, 2008 by and among the Company and the persons signatory thereto (as amended and in effect from time to time, the "ROFO Agreement"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Company's Amended and Restated Memorandum and Articles of Association, adopted April 4, 2008, respectively.

Pursuant to the exercise of that certain Amended and Restated Series D Preferred Share Purchase Warrant (2009), dated June [__], 2009 by and between the Company and [_____] ("Warrantholder"), Warrantholder desires to become a "New Investor" under the Voting Agreement, Investors' Rights Agreement and ROFO Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in the Voting Agreement, Investors' Rights Agreement, ROFO Agreement and other valuable consideration, the receipt of which is hereby acknowledged, Warrantholder hereby consents and agrees as follows:

1. Upon execution of this Joinder Agreement, Warrantholder shall be deemed a party to the Voting Agreement, Investors' Rights Agreement and ROFO Agreement, subject to all of the restrictions, conditions and obligations applicable to New Investors.

2. Upon execution of this Joinder Agreement, the Voting Agreement, Investors' Rights Agreement and ROFO Agreement shall be deemed to be amended as set forth above. Except as amended herein, the terms and provisions of the Voting Agreement, Investors' Rights Agreement and ROFO Agreement are hereby ratified, confirmed and approved in all respects.

3. Any and all notices, requests, certificates and other instruments may refer to the Voting Agreement, Investors' Rights Agreement and ROFO Agreement without making specific reference to this Joinder Agreement, but nevertheless all such references shall be deemed to include this Joinder Agreement unless the context shall otherwise require.

4. This Joinder Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Joinder Agreement by signing any such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Joinder Agreement as of the date first written above.

WARRANTHOLDER:

By: _____
Name: _____

Title: _____
Address: _____
_____

ACCEPTED:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen
Name: Joseph Chen
Title: President and Chief Executive Officer

Exhibit 10.19

EXECUTION VERSION

THESE WARRANTS AND ANY SECURITIES ACQUIRED UPON THE EXERCISE OF THESE WARRANTS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR FOREIGN JURISDICTION. NEITHER THESE WARRANTS, SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS. TO THE EXTENT REQUESTED BY THE COMPANY, SUCH EXEMPTION SHALL BE EVIDENCED BY AN OPINION OF COUNSEL FOR THE HOLDER IN A FORM REASONABLE ACCEPTABLE TO COUNSEL FOR THE COMPANY.

THE SALE, ASSIGNMENT, HYPOTHECATION, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION (EACH A "TRANSFER") AND VOTING OF ANY OF THE SECURITIES REPRESENTED BY THIS WARRANT AND THE SECURITIES ACQUIRED PURSUANT TO THE EXERCISE OF THESE WARRANTS ARE RESTRICTED BY THE TERMS OF THE RIGHT OF FIRST OFFER AND CO-SALE AGREEMENT, DATED APRIL 4, 2008, AMONG THE COMPANY AND THE PARTIES NAMED THEREIN, A COPY OF WHICH MAY BE INSPECTED AT THE COMPANY'S PRINCIPAL OFFICE. THE COMPANY WILL NOT REGISTER THE TRANSFER OF THESE WARRANTS OR SUCH SECURITIES ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL THE TRANSFER HAS BEEN MADE IN COMPLIANCE WITH THE TERMS OF SUCH AGREEMENT.

OAK PACIFIC INTERACTIVE
SECOND AMENDED AND RESTATED
SERIES D PREFERRED SHARE PURCHASE WARRANT

(2010)

This certifies that, in consideration of the Warrantholder agreeing to purchase Series D Preferred Shares subject to the terms and conditions of the Purchase Agreement and for other good and valuable consideration received, Oak Pacific Interactive, an exempted company incorporated and existing under the Companies Law (2007 Revision) of the Cayman Islands (the "Company"), issues to SOFTBANK CORP. (the "Warrantholder") this warrant (this "Warrant") to subscribe for and purchase from the Company, subject to Section 2.2, during the period commencing on April 2, 2010 and ending at 11:59 pm (Japan Standard Time) on July 1, 2010 (the "Tranche 3 Exercise Period"), 7,553,822 fully paid and nonassessable Series D Preferred Shares (the "Tranche 3 Warrant Shares"), and, subject to Section 2.2, during the period commencing on April 2, 2010 and ending at 11:59 pm (Japan Standard Time) on July 1, 2011 (the "Call-Only Exercise Period" and, together with the Tranche 3 Exercise Period, the "Exercise Periods"), 15,107,644 fully paid and nonassessable Series D Preferred Shares (the "Call-Only Warrant Shares"), in each case at the exercise price per share of JPY1,017.99 (as adjusted for any stock splits, bonus issues, recapitalizations, combinations or similar transactions after the date hereof that are taken with respect to the Series D Preferred Shares, and as may be further adjusted pursuant to Section 2.5) (the "Exercise Price"), all subject to the terms, conditions and adjustments herein set forth. Capitalized terms used herein shall have the meanings ascribed to such terms in Section 9 below.

1. Warrants and Warrant Shares. This Warrant amends, restates, and replaces in its entirety that certain Amended and Restated 2010 Series D Warrant issued on July 2, 2009, which amended and restated the 2010 Series D Warrant issued pursuant to, and in accordance with, Section 2.2 of the Purchase Agreement and is subject to the terms of such Purchase Agreement.

2. Exercise of Warrants; Payment of Taxes.

2.1 Exercise of Warrants. Subject to the terms and conditions set forth herein, this Warrant may be exercised (which exercise shall be irrevocable) for all and not less than all of the Tranche 3 Warrant Shares at any time during the Tranche 3 Exercise Period, and for all, and not less than all of the Call-Only Warrant Shares at any time during the Call-Only Exercise Period, by:

(a) the Warrantholder by (x) the delivery of a duly executed Warrantholder exercise form, the form of which is attached hereto as Exhibit A-1 (the "Warrantholder Exercise Form"), (y) the delivery (without prejudice to the rights of the Softbank Shareholders under each of the documents mentioned in the Joinder Agreement that relate to their ownership of Series D Securities reckoned as if this Warrant had been fully exercised) of an executed joinder agreement, the form of which is attached hereto as Exhibit A-3 (the "Joinder Agreement"), if the Warrantholder is no longer SOFTBANK CORP. and (z) the delivery of payment to the Company, for the account of the Company, by cash, wire transfer, certified or official bank check or any other means approved by the Company, of the applicable aggregate Exercise Price in lawful money of Japan; provided that in the event the Warrantholder elects to exercise this Warrant prior to an Initial Public Offering (as defined below), Co-Sale Event (as defined below) or Series D Conversion Event (as defined below), not later than five (5) Business Days prior to the anticipated closing date of the Initial Public Offering or Co-Sale Event or Series D Conversion Event, the Warrantholder shall be obligated to deliver a duly executed Warrantholder Exercise Form, together with this Warrant, to the Company (and the Company agrees to give adequate notice to the Warrantholders of any event of which it is aware that could give rise to a Co-Sale Event or Series D Conversion Event that occurs under Article 7.4(b) of the Amended Articles); or

(b) the Company, but only for the Tranche 3 Warrant Shares, by delivery by the Company to the Warrantholder of a duly executed Company exercise form, the form of which is attached hereto as Exhibit A-2 (the "Company Exercise Form"); within five (5) Business Days after the Company's delivery thereof, Warrantholder shall (x) deliver the executed Joinder Agreement if the Warrantholder is no longer SOFTBANK CORP. and (y) deliver payment to the Company, for the account of the Company, by cash, wire transfer, certified or official bank check or any other means approved by the Company, of the applicable aggregate Exercise Price in lawful money of Japan.

Each date of delivery of payment under clause (a) or (b) above is hereinafter referred to as an "Exercise Date." The Company agrees that the applicable Warrant Shares shall be deemed to be issued to the Warrantholder as the record holder of such Warrant Shares as of the close of business on the applicable Exercise Date. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant; rather, the number of Warrant Shares issuable upon exercise shall be rounded up to the nearest whole number.

2.2 Exerciseability.

This Warrant shall only be exercisable in accordance with the provisions of Section 2.1; *provided*, *however*, that in no event shall it be exercisable for (a) the Tranche 3 Warrant Shares after the expiration of the Tranche 3 Exercise Period or the closing of a Material Capitalization Event, whichever is earlier, and (b) the Call-Only Warrant Shares after the expiration of the Call-Only Exercise Period or the closing of a Material Capitalization Event, whichever is earlier; *provided further*, *however*, that in no event shall this Warrant be exercisable by the Warrantholder for (a) the Tranche 3 Warrant Shares or the Call-Only Warrant Shares unless the Warrantholder has exercised the Amended and Restated 2009 Series D Warrant in full and in accordance with the provisions thereof, including, but not limited to, delivery of the applicable aggregate exercise price, and (b) the Call-Only Warrant Shares unless (x) the Warrant has previously been exercised for the Tranche 3 Warrant Shares or (y) such exercise is conducted simultaneously with an exercise for Tranche 3 Warrant Shares, in each case in accordance with Section 2.1(a) above.

2.3 Warrant Shares Certificate; New Warrants. A share certificate or certificates for the Warrant Shares shall be delivered by the Company to the Warrantholder within five (5) Business Days after receipt by the Company of full payment in respect of such Warrant Shares. In the event the Warrantholder surrenders this Warrant to the Company in connection with an exercise for Tranche 3 Warrant Shares, the Company, at its expense, will promptly execute and deliver to the Warrantholder a new Warrant of like tenor exercisable for the number of Warrant Shares for which this Warrant may then be exercised.

2.4 Payment of Taxes. The Company will pay all documentary stamp or other issuance taxes, if any, attributable to the issuance of Warrant Shares upon the exercise of this Warrant; *provided*, *however*, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issue or delivery of any Warrants or Warrant or Warrant Shares in a name other than that of the then Warrantholder as reflected upon the books of the Company.

2.5 Further Adjustment to Exercise Price and Payment of Time Value. The Exercise Price shall be adjusted as of the Exercise Date such that it will equal (a) the Exercise Price in effect (the "Preceding Exercise Price") immediately prior to the determination of the Exercise Spot plus (b) the Currency Adjustment multiplied by the Preceding Exercise Price plus (c) the Fee plus (d) only in connection with exercise for the Call-Only Warrant Shares, a premium of JPY101.80.

As used herein: "Currency Adjustment" is the positive or negative percentage of the Preceding Exercise Price equal to the product of (A) 50% and (B) the quotient of (i) 2008 Spot less Exercise Spot divided by (ii) 2008 Spot, *provided* that if the magnitude of such resulting positive or negative percentage exceeds 6%, the Currency Adjustment shall be positive or negative 6%, as appropriate.

"2008 Spot" is the spot rate of exchange of China State Administration of Foreign Exchange ("SAFE") for the purchase of RMB with 1 JPY quoted on the relevant SAFE screen page for such rate at or around 11:00 a.m. (Tokyo time) April 9, 2008.

"Exercise Spot" is the spot rate of exchange of SAFE for the purchase of RMB with 1 JPY quoted on the relevant SAFE screen page for such rate at or around 11:00 a.m. (Tokyo time) December 20, 2010.

"Fee" means the amount calculated according to the following formula:

$$\text{Fee} = \text{Preceding Exercise Price} \times (1.01^{((y+365)/365)} - 1)$$

Where "y" equals the number of days elapsed commencing from April 4, 2009 up to and including the Exercise Date.

3. Restrictions on Transfer; Restrictive Legends.

3.1 This Warrant may not be offered, sold, transferred, pledged or otherwise disposed of, in whole or in part, to any Person; *provided, however*, Warrantholder may assign or transfer this Warrant to an Affiliate provided that (i) Warrantholder gives the Company written notice at least thirty (30) days prior to such assignment or transfer and (ii) the proposed transferee (or whose obligations under this Warrant are guaranteed by a Person that) has a net worth (demonstrated by the Warrantholder to the Company's reasonable satisfaction) equal to or greater than Warrantholder's net worth at the date of issuance of this Warrant and expressly assumes the Warrantholder's obligations hereunder in form and substance reasonably satisfactory to the Company.

3.2 Except as otherwise permitted by this Section 3, each Warrant (and each Warrant issued in substitution for any Warrant pursuant to Section 6) and all certificates for Warrant Shares shall be stamped or otherwise imprinted with a legend in substantially the form as set forth on the cover of this Warrant.

4. Reservation and Registration of Shares. The Company covenants and agrees as follows:

(a) All Warrant Shares that are issued upon the exercise of this Warrant and all Ordinary Shares that are issued upon conversion of the Warrant Shares shall, upon issuance, be validly issued, not subject to any preemptive rights, and be free from all taxes, liens, security interests, charges, and other encumbrances with respect to the issuance thereof.

(b) The Company shall at all times have authorized and reserved, and shall keep available and free from preemptive rights, a sufficient number of Series D Preferred Shares to issue upon the exercise of this Warrant and a sufficient number of Ordinary Shares to issue upon the conversion of the Warrant Shares.

(c) The Company shall not, by amendment of the Amended Articles through any reorganization, transfer of assets, spin-off, consolidation, merger, dissolution, issue or sale of securities or any other action or inaction, seek to avoid the observance or performance of any of the terms of this Warrant, and shall at all times in good faith assist in performing and giving effect to the terms hereof and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of the Warrantholder against dilution or other impairment.

5. Adjustments.

5.1 Anti-dilution Adjustments. Upon the occurrence of any of the events described in Articles 7.4(d) through 7.4(k) of the Amended Articles (but subject to the exceptions set forth therein) and notwithstanding that this Warrant may not have been exercised at the time of such event or that there may not be any Series D Preferred Shares then outstanding:

(a) this Warrant shall thereafter be exercisable for the aggregate number of Warrant Shares which, when converted, are convertible into the aggregate number of Ordinary Shares into which the Warrant Shares would have been convertible had they been outstanding upon the occurrence of any such event and this Warrant shall represent the right to purchase such aggregate number of Warrant Shares which when converted, equals such aggregate number of Ordinary Shares; and

(b) the Exercise Price shall be adjusted, if necessary, such that the aggregate Exercise Price for all of the Warrant Shares shall remain the same before and after such act.

5.2 No Adjustment. Notwithstanding anything herein to the contrary, no adjustment under this Section 5 need be made to the number of Warrant Shares purchasable hereunder (the "Warrant Share Number") or the Exercise Price if the Majority Warrantholders determine, in writing, that no such adjustment shall be made in connection with such event, which such determination shall be binding upon all the holders of all Warrants issued pursuant to the Purchase Agreement.

5.3 Abandonment. If the Company shall take a record of the holders of Ordinary Shares for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter and before the distribution to shareholders thereof legally abandon its plan to pay or deliver such dividend or distribution, then no adjustment in the Warrant Share Number shall be required by reason of the taking of such record.

5.4 Certificate as to Adjustments. Upon any adjustment in the Warrant Share Number, the Company shall within a reasonable period (not to exceed ten (10) Business Days) following any of the foregoing transactions deliver to the Warrantholder a certificate, signed by the chief financial officer of the Company, setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the adjusted Warrant Share Number then in effect following such adjustment.

5.5 No Spin-off; Reorganization, Reclassification, Merger or Sale Transaction. If during an Exercise Period, the Company, directly or indirectly, proposes to consummate or consummates any spin-off, capital reorganization, Sale Transaction, merger, consolidation or distribution or dividend of cash, evidences of indebtedness of the Company or another issuer, securities of the Company or another issuer or other assets (each, a "Transaction"), then prior to such Transaction the Company shall deliver written notice of the Transaction to the Majority Warrantholders and the Board of Directors and the Majority Warrantholders shall negotiate in good faith and agree to an appropriate adjustment to this Warrant so that the Warrantholders will receive, upon the exercise of this Warrant, the consideration, cash, indebtedness, securities or other assets that the Warrantholders would have received had this Warrant been exercised immediately prior to such Transaction. If within ten (10) Business Days, the Board of Directors and the Majority Warrantholders cannot reach an agreement on the appropriate adjustment to this Warrant, then the appropriate adjustment to this Warrant shall be determined by an internationally recognized investment banking firm or "Big 4" accounting firm designated by the Board of Directors and approved by the Majority Warrantholders in their reasonable discretion; provided that if such investment banking or accounting firm has not issued a report stipulating the appropriate adjustment of the Warrant within forty-five (45) days after the date on which the Company sent written notice of the Transaction to the Majority Warrantholders, the Company may consummate the Transaction notwithstanding the parties' failure to arrive at any final determination of an adjustment pursuant to this Section 5.5, provided that such consummation shall not limit or impair the adjustment of this Warrant pursuant to this Section 5.5. In no event shall the Company consummate a Transaction prior to the earlier of the date on which final determination of the adjustment to this Warrant is made pursuant to this Section 5.5 or forty-five (45) days after the date on which the Company sent written notice of the Transaction to the Majority Warrantholders. No adjustment shall be made pursuant to this Section 5.5 as a result of any Transaction if an adjustment to the Warrant Shares issuable upon exercise and/or the Exercise Price has been made pursuant to Section 5.1 above in connection with such Transaction. The fees and expenses of the investment banking or accounting firm shall be borne by the Company.

5.6 Amendment of the Amended Articles. During each Exercise Period, the Company shall not take any action that amends or waives any provision of the Amended Articles in a manner that materially adversely affects the rights of the Warrantholders.

5.7 Preemptive Rights. The Warrantholder is entitled to the benefits of Article 5.2 of the Amended Articles as if it was a "Series D Investor" thereunder.

6. Loss or Destruction of Warrant. Subject to the terms and conditions hereof, upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, of such bond or indemnification as the Company may reasonably require, and, in the case of such mutilation, upon surrender and cancellation of this Warrant, the Company will execute and deliver a new Warrant of like tenor.

7. Ownership of Warrants. The Company may deem and treat the person in whose name this Warrant is registered as the holder and owner hereof (notwithstanding any notations of ownership or writing hereon made by anyone other than the Company) for all purposes and shall not be affected by any notice to the contrary, until presentation of this Warrant for registration of transfer.

8. Amendments. Any provision of this Warrant may be amended and the observance thereof waived only with the written consent of the Company and the Majority Warrantholders. Any such amendment or waiver shall be binding upon all the holders of all Warrants issued pursuant to the Purchase Agreement.

9. Definitions. As used herein, unless the context otherwise requires, the following terms have the following respective meanings:

"2009 Series D Warrant" means the warrant, dated as of April 4, 2008, issued by the Company to the Warrantholder pursuant to which the Warrantholder had the right to buy, and the Company had the right to sell, 10,071,763 Series D Preferred Shares on the terms specified therein.

"2010 Series D Warrant" means the warrant, dated as of April 4, 2008, issued by the Company to the Warrantholder pursuant to which the Warrantholder had the right to buy, and the Company had the right to sell, 20,143,525 Series D Preferred Shares on the terms specified therein.

"Affiliate" has the meaning set forth in the Amended Articles.

"Amended Articles" means the Company's Memorandum and Articles of Association adopted by the Company on or before the Closing Date, as amended from time to time.

"Amended and Restated 2009 Series D Warrant" means the amended and restated warrant, dated as of the date hereof, issued by the Company to the Warrantholder as a restatement and replacement of the 2009 Series D Warrant and pursuant to which the Warrantholder has the right to buy, and the Company had the right to sell, 7,553,822 Series D Preferred Shares on the terms specified therein.

"Board of Directors" means the Board of Directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of New York, the People's Republic of China (excluding the Special Administrative Regions of Hong Kong and Macau and Taiwan) or Japan are authorized or required by law or executive order to close. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a day that is not a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

"Call-Only Exercise Period" has the meaning set forth in the first paragraph of this Warrant.

"Call-Only Warrant Shares" has the meaning set forth in the first paragraph of this Warrant.

"Co-Sale Event" means the date of consummation of the sale specified in the Co-Sale Notice referred to in Article 17.2 of the Amended Articles.

"Company" has the meaning set forth in the first paragraph of this Warrant.

"Company Exercise Form" has the meaning set forth in Section 2.1(b) of this Warrant.

"Closing Date" means April 4, 2008.

"Exercise Period" has the meaning set forth in the first paragraph of this Warrant.

"Exercise Price" has the meaning set forth in the first paragraph of this Warrant.

"Initial Public Offering" means the firm commitment underwritten initial public offering of Ordinary Shares or American depository shares representing Ordinary Shares pursuant to an effective registration statement under the Securities Act.

"Joinder Agreement" has the meaning set forth in Section 2.1(a) of this Warrant.

"Majority Warrantholders" means the holders of a majority of Warrant Shares issued or issuable upon exercise of all of the Warrants issued pursuant the Purchase Agreement, assuming the full exercise of all such Warrants.

"Material Capitalization Event" means (i) an Initial Public Offering in which the market capitalization of the Company is greater than or equal to US$3,000,000,000 or (ii) the Company's issuance of Equity Securities (as such term is used in the Amended Articles) to a Person, other than SOFTBANK CORP. or its Affiliates, which results in aggregate gross proceeds to the Company of US$150,000,000 at a pre-money valuation of at least US$1,857,500,000.

"Ordinary Shares" means the Ordinary Shares, par value US$0.01 per share, of the Company.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, governmental body or other entity of any kind.

"Preceding Exercise Price" has the meaning set forth in Section 2.5 of this Warrant.

"Preferred Shares" has the meaning set forth in the Amended Articles.

"Purchase Agreement" means the Series D Securities Purchase Agreement, dated as of April 4, 2008 among the Company, the Warrantholder and the other parties listed therein, as amended from time to time.

"Right of First Offer and Co-Sale Agreement" means the Right of First Offer and Co-Sale Agreement, dated as of the Closing Date among the Company, the Warrantholder and the other parties listed therein.

"Sale Transaction" has the meaning given to it in the Amended Articles.

"Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder.

"Series D Conversion Event" means the effective date of any conversion of the Series D Preferred Shares pursuant to Article 7.4 of the Amended Articles.

"Series D Preferred Shares" means the Series D Preferred Shares, par value US$0.01, of the Company.

"Softbank Shareholders" has the meaning set forth in the Amended Articles.

"Tranche 3 Exercise Period" has the meaning set forth in the first paragraph of this Warrant.

"Tranche 3 Warrant Shares" has the meaning set forth in the first paragraph of this Warrant.

"Transaction" has the meaning set forth in Section 5.5 of this Warrant.

"Transfer" has the meaning set forth on the cover of this Warrant.

"Warrant Share Number" has the meaning set forth in Section 5.1 of this Warrant.

"Warrant Shares" has the meaning set forth in the first paragraph of this Warrant.

"Warrantholder" has the meaning set forth in the first paragraph of this Warrant.

"Warrantholder Exercise Form" has the meaning set forth in Section 2.1(a) of this Warrant.

"Warrants" has the meaning set forth in the first paragraph of this Warrant.

10. Miscellaneous.

10.1 Entire Agreement. This Warrant, the Purchase Agreement and the Amended Articles constitute the entire agreement between the Company and the Warrantholder with respect to this Warrant and supersede all prior agreements and understanding with respects to the subject matter of this Warrant.

10.2 Binding Effect; Benefits. This Warrant shall inure to the benefit of and shall be binding upon the Company and the Warrantholder and their respective permitted successors and assigns. Nothing in this Warrant, expressed or implied, is intended to or shall confer on any person other than the Company and the Warrantholder, or their respective permitted successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Warrant.

10.3 Headings. The headings in this Warrant are for convenience of reference only and shall not limit or otherwise affect the meaning of this Warrant.

10.4 Notices. All notices, demands and other communications provided for or permitted hereunder shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means:

(a) if to the Company:

Oak Pacific Interactive
Chaoyang District
23/F Jing'an Center, No. 8
Beisanhuan, East Road
Beijing, 100028, China
Email: joe.chen@opi-corp.com
Attention: Joe Chen

with a copy to:

K&L Gates LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201
Fax: (214) 939-5849
Attention: Wilson Chu, Esq.

(b) if to the Warrantholder:

SoftBank Corp.
1-9-1 Higashi-Shinbashi
Minato-ku
Tokyo, 105-7303
Japan
Fax: 813-6215-5001

Attention: Mr. Katsumasa Niki (SoftBank Corp., Group Manager, Finance) and Mr. Masato Suzaki (SoftBank Corp., General Manager, Legal Department)

with a copy to:

Lovells LLP
Level 2, Office Tower C2
The Towers, Oriental Plaza
No. 1 East Chang An Avenue
Beijing, 100738, China
Fax: 86.10.8518.1656
Attention: Fred Chang, Esq.

Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid if sent during normal business hours of the recipient and if not sent during normal business hours, then the next Business Day of the recipient.

10.5 Severability. Any term or provision of this Warrant which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the terms and provisions of this Warrant or affecting the validity or enforceability of any of the terms or provisions of this Warrant in any other jurisdiction.

10.6 Counterparts. This Warrant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 **GOVERNING LAW. THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.**

10.8 **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8.**

10.9 No Rights or Liabilities as Shareholders. Except as otherwise specified herein, nothing contained in this Warrant shall be determined as conferring upon the Warrantholder any rights as a shareholder of the Company or as imposing any liabilities on the Warrantholder to purchase any securities whether such liabilities are asserted by the Company or by creditors or shareholders of the Company or otherwise.

10.10 Time of the Essence. Time is of the essence hereunder.

10.11 Conditions to Section 2.1(b). Unless and to the extent waived by the Warrantholder, it shall be a condition to the Company's right to exercise the Warrant pursuant to Section 2.1(b) that (a) the representations and warranties of the Company in Section 4 of the Purchase Agreement remain true and correct in all material respects as of the applicable Exercise Date as if made on such date except where a breach of such representation or warranty would not have a Material Adverse Effect (as defined in the Purchase Agreement) on the Company, (b) no Liquidation (as defined in the Amended Articles) has occurred and (c) the material post-closing covenants in Section 7 of the Purchase Agreement shall have been performed in all material respects.

IN WITNESS WHEREOF, the Company and Warrantholder have caused this Second Amended and Restated Series D Preferred Share Purchase Warrant to be executed by their respective officers thereunto duly authorized on this __ day of December, 2010.

COMPANY:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen
Name: Joseph Chen
Title: Chairman and Chief Executive Officer

WARRANTHOLDER:

SOFTBANK CORP.

By: /s/ Masayoshi Son
Name: Masayoshi Son
Title: Chairman and CEO

Exhibit A-1

WARRANTHOLDER EXERCISE FORM

(To be executed upon exercise of the Warrants)

The undersigned hereby irrevocably elects to exercise the right, represented by the Warrants, to purchase the **[Tranche 3 Warrant Shares/Call-Only Warrant Shares]** and herewith tenders payment for such Warrant Shares to the order of the Company in the amount of JPY _____ in accordance with the terms of this Warrant. The undersigned requests that a certificate for such Warrant Shares be registered in the name of the undersigned and that such certificate be delivered to the undersigned's address below.

The undersigned represents that it is acquiring such shares for its own account for investment and not with a view to or for sale in connection with any distribution thereof (subject, however, to any requirement of law that the disposition thereof shall at all times be within its control).

Dated: _____, 20__

Signature _____

_____
(Print Name)

_____
(Street Address)

_____
(City) (State) (Zip Code)

Exhibit A-2

COMPANY EXERCISE FORM

(To be executed upon exercise of the Warrants)

The undersigned hereby irrevocably elects to exercise the right, represented by the Warrants, to require Warrantholder to purchase the Tranche 3 Warrant Shares.

Dated: _____, 20__

OAK PACIFIC INTERACTIVE

By: _____

Title: _____

Chaoyang District
23/F Jing'an Center, No. 8
Beisanhuan, East Road
Beijing, 100028, China
Attention: Chief Operating Officer

Exhibit A-3

FORM OF JOINDER AGREEMENT

(To be executed upon exercise of the Warrants)

JOINDER AGREEMENT

[_____, 20__]

Reference is made to (i) that certain Amended and Restated Voting Agreement entered into as of April 4, 2008 by and among Oak Pacific InterActive, an exempted company incorporated under the Companies Law (2007 Revision) of the Cayman Islands (the "Company") and the persons signatory thereto (as amended and in effect from time to time, the "Voting Agreement"), (ii) that certain Amended and Restated Investors' Rights Agreement entered into as of April 4, 2008 by and among the Company and the persons signatory thereto (as amended and in effect from time to time, the "Investors' Rights Agreement") and (iii) that certain Amended and Restated Right of First Offer and Co-Sale Agreement entered into as of April 4, 2008 by and among the Company and the persons signatory thereto (as amended and in effect from time to time, the "ROFO Agreement"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Company's Amended and Restated Memorandum and Articles of Association, adopted April 4, 2008, respectively.

Pursuant to the exercise of that certain Second Amended and Restated Series D Preferred Share Purchase Warrant (2010) dated December [__], 2010 by and between the Company and [_____] ("Warrantholder"), Warrantholder desires to become a "New Investor" under the Voting Agreement, Investors' Rights Agreement and ROFO Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in the Voting Agreement, Investors' Rights Agreement, ROFO Agreement and other valuable consideration, the receipt of which is hereby acknowledged, Warrantholder hereby consents and agrees as follows:

1. Upon execution of this Joinder Agreement, Warrantholder shall be deemed a party to the Voting Agreement, Investors' Rights Agreement and ROFO Agreement, subject to all of the restrictions, conditions and obligations applicable to New Investors.

2. Upon execution of this Joinder Agreement, the Voting Agreement, Investors' Rights Agreement and ROFO Agreement shall be deemed to be amended as set forth above. Except as amended herein, the terms and provisions of the Voting Agreement, Investors' Rights Agreement and ROFO Agreement are hereby ratified, confirmed and approved in all respects.

3. Any and all notices, requests, certificates and other instruments may refer to the Voting Agreement, Investors' Rights Agreement and ROFO Agreement without making specific reference to this Joinder Agreement, but nevertheless all such references shall be deemed to include this Joinder Agreement unless the context shall otherwise require.

4. This Joinder Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Joinder Agreement by signing any such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Joinder Agreement as of the date first written above.

WARRANTHOLDER:

By: _____
Name: _____

Title: _____
Address: _____
_____

ACCEPTED:

OAK PACIFIC INTERACTIVE

By: /s/ Joseph Chen
Name: Joseph Chen
Title: President and Chief Executive Officer

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of April 15, 2011 by and among:

(1) Renren Inc., a company incorporated in the Cayman Islands (the "Company"); and

(2) each of the parties set forth in Exhibit A hereto (each, a "Purchaser", and collectively, the "Purchasers"). The Purchasers on the one hand, and the Company on the other hand, are sometimes herein referred to each as a "Party," and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Company has filed a registration statement on Form F-1 on April 15, 2011 (as may be amended from time to time, the "Registration Statement") with the United States Securities and Exchange Commission (the "SEC") in connection with the initial public offering (the "Offering") by the Company of American Depositary Shares ("ADS") representing Class A ordinary shares ("Ordinary Shares") of the Company as specified in the Registration Statement; and

WHEREAS, the Purchasers wish to invest in the Company by acquiring Ordinary Shares in the Company in a transaction exempt from registration pursuant to Regulation S ("Regulation S") of the U.S. Securities Act of 1933, as amended (the "Securities Act");

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

Section 1.1 Issuance, Sale and Purchase of Ordinary Shares. Upon the terms and subject to the conditions of this Agreement, each Purchaser hereby agrees to purchase, and the Company hereby agrees to issue, sell and deliver to each Purchaser, at the Closing (as defined below), the number of Ordinary Shares determined pursuant to Section 1.2 with respect to such Purchaser (collectively, the "Purchased Shares") at a price per Ordinary Share equal to the Offer Price (as defined below), free and clear of all liens or encumbrances (except for restrictions arising under the Securities Act or created by virtue of this Agreement or the Lock-up Agreement (as defined below)). The "Offer Price" means the price per ADS set forth on the cover of the Company's final prospectus in connection with the Offering (the "Final Prospectus") divided by the number of Ordinary Shares represented by one ADS. The purchase, issuance, sale and delivery of the Purchased Shares shall be made pursuant to and in reliance upon Regulation S.

Section 1.2 Closings.

(a) Closings. Subject to Section 1.3, the closings (the "Closings") of the sale and purchase of the Purchase Shares pursuant to Section 1.1 shall take place concurrently with the closing of the Offering at the same offices for the closing of the Offering or at such other place as the Company and any Purchaser may mutually agree with respect to such Purchaser's Purchased Shares. The total number of the Ordinary Shares that each Purchaser shall purchase as Purchased Shares at the Closing shall be equal to the quotient of the aggregate purchase price set forth opposite such Purchaser's name in Exhibit A hereto (as adjusted pursuant to clause (iii) below, such Purchaser's "Purchase Price") divided by the Offer Price; provided, however, that (i) no fractional shares of Ordinary Shares will be issued as Purchased Shares, (ii) any fractions shall be rounded down to the nearest whole number of Ordinary Shares, and (iii) each Purchaser's Purchase Price will be reduced by the value of any such fractional share (as calculated on the basis of the Offer Price). The date and time of the Closings are referred to herein as the "Closing Date."

(b) Payment and Delivery. At the Closings, each Purchaser shall pay and deliver such Purchaser's Purchase Price to the Company in U.S. dollars by wire transfer, or by such other method mutually agreeable to the Company and such Purchaser, of immediately available funds to such bank account designated in writing by the Company, and the Company shall deliver one or more duly executed share certificates in original form, registered in the name of such Purchaser, together with a certified true copy of the register of the members of the Company, evidencing the Purchased Shares being issued and sold to such Purchaser.

(c) Restrictive Legend. Each certificate representing Purchased Shares shall be endorsed with the following legend:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (AS AMENDED, THE "ACT") OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS SECURITY MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED: (A) IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, (2) AN EXEMPTION OR QUALIFICATION UNDER THE ACT AND OTHER APPLICABLE SECURITIES LAWS OR (3) DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED; AND (B) WITHIN THE UNITED STATES OR TO ANY U.S. PERSON, AS EACH OF THOSE TERMS IS DEFINED IN REGULATION S UNDER THE ACT, DURING THE 40 DAYS FOLLOWING CLOSING OF THE PURCHASE. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THIS SECURITY IN VIOLATION OF THESE RESTRICTIONS SHALL BE VOID.

Section 1.3 Closing Conditions.

(a) Conditions to Each Purchaser's Obligations to Effect the Closing. The obligation of each Purchaser to purchase and pay for its Purchased Shares as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by such Purchaser in its sole discretion:

(i) The Registration Rights Agreement among the Company and the Purchasers substantially in the form attached as Exhibit B hereto (the "Registration Rights Agreement"), shall have been executed and delivered by the Company to such Purchaser.

(ii) All corporate and other actions required to be taken by the Company in connection with the issuance, sale and delivery of such Purchaser's Purchased Shares (including registration of such issuance of the Purchased Shares in the register of the members of the Company) shall have been completed.

(iii) The representations and warranties of the Company to such Purchaser contained in Section 2.1 of this Agreement shall have been true and correct on the date of this Agreement and true and correct in all material respects on and as of the Closing Date (except the representations and warranties contained in Section 2.1(i) shall be true and correct in all respects on and as of the Closing Date); and the Company shall have performed and complied in all material respects with all, and not be in breach or default in any material respects under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(iv) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement with respect to such Purchaser, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement with respect to such Purchaser that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement with respect to such Purchaser, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement with respect to such Purchaser that are substantial in relation to the Company.

(v) The Offering shall have been, or shall concurrently with the Closing be, completed.

(vi) The ADSs shall have been listed on the New York Stock Exchange subject to official notice of issuance.

(vii) The underwriting agreement relating to the Offering shall have been entered into and have become effective.

(viii) The Company shall have provided to such Purchaser a legal opinion of Cayman Islands counsel to the Company dated as of the Closing Date and in the form attached as Exhibit C.

(b) Conditions to Company's Obligations to Effect the Closing. The obligation of the Company to issue and sell the Purchased Shares to each Purchaser as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Company in its sole discretion:

(i) The Registration Rights Agreement shall have been executed and delivered by such Purchaser to the Company.

(ii) The Lock-up Agreement shall have been executed and delivered by such Purchaser to the representatives of the underwriters for the Offering.

(iii) All corporate and other actions required to be taken by such Purchaser in connection with the purchase of its Purchased Shares shall have been completed.

(iv) The representations and warranties of such Purchaser contained in Section 2.2 of this Agreement shall have been true and correct in all material respects on the date of this Agreement and on and as of the Closing Date; and such Purchaser shall have performed and complied in all material respects with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(v) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement with respect to such Purchaser, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement with respect to such Purchaser that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement with respect to such Purchaser, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement with respect to such Purchaser that are substantial in relation to the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser, as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Company is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the Cayman Islands. The Company has all requisite power and authority to carry on its business as it is currently being conducted.

(b) Authority. The Company has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Company pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Company of this Agreement and any agreements, certificates, documents and instruments to be executed and delivered by the Company pursuant to this Agreement, and the performance by the Company of its obligations hereunder, have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Capitalization.

(i) The authorized share capital, option plans and issuance, warrant issuance and any other equity securities (including securities convertible into or exchangeable for equity securities) of the Company (the "Company Capitalization") as of the date hereof is as set forth in Schedule D-1 of this Agreement, which includes (A) the aggregate number of issued and outstanding shares of capital stock of the Company (including the Ordinary Shares and each series of convertible preferred shares (the "Preferred Shares")) and (B) the aggregate number of ordinary shares issuable under all outstanding options, all outstanding warrants and all other outstanding securities or obligations which, by their terms, whether directly or indirectly, may be exercisable or exchangeable for, convertible into, or require the Company to issue, Ordinary Shares. All issued and outstanding Ordinary Shares and all issued and outstanding Preferred Shares are validly issued, fully paid and non-assessable.

(ii) Upon effectiveness of the Closing and after giving effect to the Offering, the transactions contemplated by this Agreement and other related transactions, the Company Capitalization will be as set forth in Schedule D-2 of this Agreement.

(iii) All outstanding shares of capital stock of the Company (including Ordinary Shares and Preferred Shares), all outstanding awards under the Company's stock option plans, all other outstanding warrants and other equity securities (including securities convertible into or exchangeable for equity securities) of the Company, and all outstanding shares of capital stock of each of the Company's subsidiaries and consolidated affiliates (each a "Subsidiary" and collectively "Subsidiaries") have been issued and granted in compliance with (x) all applicable Securities Laws and other applicable laws and (y) all requirements set forth in applicable plans or contracts, without violation of any preemptive rights, rights of first refusal or other similar rights. Except as set forth in Schedule D-1 and Schedule D-2, as applicable, no equity securities of the Company are or may become required to be issued by reason of any notes, bonds or other debt securities, or any option, warrant or other agreements to which the Company is a party. "Securities Laws" means the Securities Act, the Securities Exchange Act of 1934, as amended, the listing rules of, or any listing agreement with the New York Stock Exchange and any other applicable law regulating securities or takeover matters.

(iv) The rights of the Ordinary Shares to be issued to such Purchaser as Purchased Shares are as stated in the Amended and Restated Memorandum and Articles of Association of the Company as set out in the exhibit 3.2 of the Registration Statement.

(e) Due Issuance of the Purchased Shares. Such Purchaser's Purchased Shares have been duly authorized and, when issued and delivered to and paid for by such Purchaser pursuant to this Agreement, will be validly issued, fully paid and non-assessable and free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, right of first refusal, right of pre-emption, third party right or interest, claim or restriction of any kind or nature, except for restrictions arising under the Securities Act or created by virtue of this Agreement or the Lock-up Agreement and upon delivery and entry into the register of members of the Company will transfer to such Purchaser good and valid title to its Purchased Shares.

(f) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the organizational documents of the Company or its Subsidiaries or violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental entity or court to which the Company or its Subsidiaries is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, or create in any party the right to accelerate, terminate, modify, or cancel, any agreement, contract, lease, license, instrument, or other arrangement to which the Company or its Subsidiaries is a party or by which the Company or its Subsidiaries is bound or to which any of the Company's or its Subsidiaries' assets are subject. There is no action, suit or proceeding, pending or threatened against the Company or its Subsidiaries that questions the validity of this Agreement or the right of the Company to enter into this Agreement or to consummate the transactions contemplated hereby.

(g) Consents and Approvals. Neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor the performance by the Company of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority or any third party, except such as have been or will have been obtained, made or given on or prior to the Closing Date.

(h) Compliance with Laws. The business of the Company or its Subsidiaries is not being conducted in violation of any law or government order applicable to the Company except for violations which do not and would not have a Material Adverse Effect. As used herein, "Material Adverse Effect" shall mean any event, fact, circumstance or occurrence that, individually or in the aggregate with any other events, facts, circumstances or occurrences, results in or would reasonably be expected to result in a material adverse change in or a material adverse effect on any of (i) the financial condition, assets, liabilities, results of operations, business, or operations of the Company or its Subsidiaries taken as a whole, except to the extent that any such Material Adverse Effect results from (x) changes in generally accepted accounting principles that are generally applicable to comparable companies or (y) changes in general economic and market conditions; or (ii) the ability of the Company to consummate the transactions contemplated by this Agreement and to timely perform its obligations under the Agreement.

(i) SEC Filings. Prior to the Closing, the Registration Statement, as supplemented or amended, shall have been declared effective by the SEC. The Registration Statement, including the prospectus therein, conforms and will conform, in all material respects to the requirements of the Securities Act and the rules and regulations of the SEC thereunder and does not, as of the date hereof, and will not, as of the applicable effective date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Except for pricing information for the Offering, the Registration Statement, in the form in which it is declared effective by the SEC, will not contain any information that describes a fact, event, occurrence or result that is materially adverse to the Company and that is not described in the draft Registration Statement provided to such Purchaser for its review prior to entering into this Agreement.

(j) Investment Company. The Company is not and, after giving effect to the offering and sale of the Purchased Shares, the consummation of the Offering and the application of the proceeds hereof and thereof, will not be an "**investment company**," as such term is defined in the U.S. Investment Company Act of 1940, as amended.

(k) Regulation S. No directed selling efforts (as defined in Rule 902 of Regulation S under the Securities Act) have been made by any of the Company, any of its affiliates or any person acting on its behalf with respect to any Purchased Shares that are not registered under the Securities Act; and none of such persons has taken any actions that would result in the sale of the Purchased Shares to the Purchasers under this Agreement requiring registration under the Securities Act; and the Company is a "**foreign issuer**" (as defined in Regulation S).

(l) Events Subsequent to Most Recent Fiscal Period. Since December 31, 2010 until the date hereof and to the Closing Date, there has not been any event, fact, circumstance or occurrence that has had or would reasonably be expected to have a Material Adverse Effect.

(m) Registration Rights. Except for the rights granted under the Registration Rights Agreement entered into pursuant to Section 1.3(a)(i) hereof and the Amended and Restated Investors' Rights Agreement dated April 4, 2008 among the Company and the parties thereto, a copy of which has been provided to such Purchaser, the Company has not provided any shareholder with any registration rights.

(n) Litigation. There are no actions by or against the Company or its Subsidiaries or affecting the business or any of the assets of the Company or its Subsidiaries pending before any governmental authority, or, to the Company's knowledge, threatened to be brought by or before any governmental authority, that has had or would reasonably be expected to have a Material Adverse Effect.

Section 2.2 Representations and Warranties of each Purchaser. Each Purchaser hereby represents and warrants, severally but not jointly, to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Purchaser is duly formed, validly existing and in good standing in the jurisdiction of its organization. The Purchaser has all requisite power and authority to carry on its business as it is currently being conducted.

(b) Authority. The Purchaser has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Purchaser pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Purchaser of this Agreement and any agreements, certificates, documents and instruments to be executed and delivered by the Purchaser pursuant to this Agreement, and the performance by the Purchaser of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the organizational documents of the Purchaser or violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental entity or court to which the Purchaser is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, or create in any party the right to accelerate, terminate, modify, or cancel, any agreement, contract, lease, license, instrument, or other arrangement to which the Purchaser is a party or by which the Purchaser is bound or to which any of the Purchaser's assets are subject. There is no action, suit or proceeding, pending or threatened against the Purchaser that questions the validity of this Agreement or the right of the Purchaser to enter into this Agreement or to consummate the transactions contemplated hereby.

(e) Consents and Approvals. Neither the execution and delivery by the Purchaser of this Agreement, nor the consummation by the Purchaser of any of the transactions contemplated hereby, nor the performance by the Purchaser of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority or any third party, except such as have been or will have been obtained, made or given on or prior to the Closing Date.

(f) Status and Investment Intent.

(i) Experience. The Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in its Purchased Shares. The Purchaser is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(ii) Purchase Entirely for Own Account. The Purchaser is acquiring its Purchased Shares for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. The Purchaser does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Purchased Shares in violation of the Securities Act or any other applicable state securities law.

(iii) Solicitation. The Purchaser (x) was not identified or contacted through the marketing of the Offering and (y) did not contact the Company as a result of any general solicitation.

(v) Information. The Purchaser has been furnished access to all materials and information such Purchaser has requested relating to the Company and its Subsidiaries and other due diligence documents in order to evaluate the transactions contemplated by this Agreement. The Purchaser has consulted to the extent deemed appropriate by such Purchaser with such Purchaser's own advisers as to the financial, tax, legal and related matters concerning an investment in its Purchased Shares.

(vi) Not U.S. Person. The Purchaser is not a "U.S. person" as defined in Rule 902 of Regulation S.

(vii) Offshore Transaction. The Purchaser has been advised and acknowledges that in issuing Purchased Shares to the Purchaser pursuant hereto, the Company is relying upon the exemption from registration provided by Regulation S. The Purchaser is acquiring its Purchased Shares in an offshore transaction in reliance upon the exemption from registration provided by Regulation S.

(viii) FINRA. The Purchaser does not, directly or indirectly, own more than five per cent of the outstanding common stock (or other voting securities) of any member of the Financial Industry Regulatory Authority, Inc. ("FINRA") or a holding company for a FINRA member, and is not otherwise a "restricted person" for the purposes of the Free-Riding and Withholding Interpretation of FINRA.

ARTICLE III

COVENANTS

Section 3.1 Lock-up. Each Purchaser shall, concurrently with the execution of this Agreement, enter into a lock-up agreement (the "Lock-up Agreement") in the form and substance to the reasonable satisfactory of the Company and/or the underwriters in the Offering.

Section 3.2 Distribution Compliance Period. Each Purchaser agrees not to resell, pledge or transfer any Purchased Shares within the United States or to any U.S. Person, as each of those terms is defined in Regulation S, during the 40 days following the Closing Date.

Section 3.3 Further Assurances. From the date of this Agreement until the Closing Date, the Company and each Purchaser shall use their reasonable best efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated hereby.

ARTICLE IV

INDEMNIFICATION

Section 4.1 Indemnification. Each of the Company and each Purchaser (an "Indemnifying Party") shall indemnify and hold each other and their directors, officers, employees, advisors and agents (collectively, the "Indemnified Party") harmless from and against any losses, claims, damages, fines, expenses and liabilities of any kind or nature whatsoever, including but not limited to any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding, and any taxes or levies that may be payable by such person by reason of the indemnification of any indemnifiable loss hereunder (collectively, "Losses") resulting from or arising out of: (i) the breach of any representation or warranty of such Indemnifying Party contained in this Agreement or in any schedule or exhibit hereto; or (ii) the violation or nonperformance, partial or total, of any covenant or agreement of such Indemnifying Party contained in this Agreement for reasons other than gross negligence or willful misconduct of such Indemnified Party. In calculating the amount of any Losses of an Indemnified Party hereunder, there shall be subtracted the amount of any insurance proceeds and third-party payments received by the Indemnified Party with respect to such Losses, if any. For the avoidance of doubt, the obligations of the Purchasers under this Section 4.1 are several but not joint.

Section 4.2 Third Party Claims.

(a) If any third party shall notify any Indemnified Party in writing with respect to any matter involving a claim by such third party (a "Third Party Claim") which such Indemnified Party believes would give rise to a claim for indemnification against the Indemnifying Party under this Article IV, then the Indemnified Party shall promptly (i) notify the Indemnifying Party thereof in writing within thirty (30) days of receipt of notice of such claim and (ii) transmit to the Indemnifying Party a written notice ("Claim Notice") describing in reasonable detail the nature of the Third Party Claim, a copy of all papers served with respect to such claim (if any), and the basis of the Indemnified Party's request for indemnification under this Agreement.

(b) Upon receipt of a Claim Notice with respect to a Third Party Claim, the Indemnifying Party shall have the right to assume the defense of any Third Party Claim by, within (30) days of receipt of the Claim Notice, notifying the Indemnified Party in writing that the Indemnifying Party elects to assume the defense of such Third Party Claim, and upon delivery of such notice by the Indemnifying Party, the Indemnifying Party shall have the right to fully control and settle the proceeding, provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnified Party.

(c) If requested by the Indemnifying Party, the Indemnified Party shall, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its counsel in contesting any Third Party Claim which the Indemnifying Party elects to contest, including the making of any related counterclaim against the person asserting the Third Party Claim or any cross complaint against any person. The Indemnified Party shall have the right to receive copies of all pleadings, notices and communications with respect to any Third Party Claim, other than any privileged communications between the Indemnifying Party and its counsel, and shall be entitled, at its sole cost and expense, to retain separate co-counsel and participate in, but not control, any defense or settlement of any Third Party Claim assumed by the Indemnifying Party pursuant to Section 4.2(b).

(d) In the event of a Third Party Claim for which the Indemnifying Party elects not to assume the defense or fails to make such an election within the 30 days of the Claim Notice, the Indemnified Party may, at its option, defend, settle, compromise or pay such action or claim at the expense of the Indemnifying Party; provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

Section 4.3 Other Claims. In the event any Indemnified Party should have a claim against the Indemnifying Party hereunder which does not involve a Third Party Claim, the Indemnified Party shall promptly transmit to the Indemnifying Party a written notice (the "Indemnity Notice") describing in reasonable detail the nature of the claim, the Indemnified Party's best estimate of the amount of Losses attributable to such claim and the basis of the Indemnified Party's request for indemnification under this Agreement. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days from its receipt of the Indemnity Notice that the Indemnifying Party disputes such claim, the Indemnifying Party shall be deemed to have accepted and agreed with such claim.

Section 4.4 Cap. Notwithstanding the foregoing, the Indemnifying Party shall have no liability (for indemnification or otherwise) with respect to any Losses in excess of the applicable Purchase Price.

ARTICLE V

MISCELLANEOUS

Section 5.1 Survival of the Representations and Warranties. All representations and warranties made by any party hereto shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the date hereof, except as to (i) any claims thereunder which have been asserted in writing pursuant to Section 4.1 against the party making such representations and warranties on or prior to such second anniversary, and (ii) the Company's representations contained in Section 2.1(a), (b), (c), (d) and (e) hereof, each of which shall survive indefinitely.

Section 5.2 Governing Law; Arbitration. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof. Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination ("Dispute") shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules then in force. There shall be three arbitrators. Each Party has the right to appoint one arbitrator and the third arbitrator shall be appointed by the Hong Kong International Arbitration Centre. The language to be used in the arbitration proceedings shall be English. Each of the Parties irrevocably waives any immunity to jurisdiction to which it may be entitled or become entitled (including without limitation sovereign immunity, immunity to pre-award attachment, post-award attachment or otherwise) in any arbitration proceedings and/or enforcement proceedings against it arising out of or based on this Agreement or the transactions contemplated hereby.

Section 5.3 Amendment. This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the parties hereto.

Section 5.4 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, each Purchaser, the Company, and their respective heirs, successors and permitted assigns.

Section 5.5 Assignment. Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or any Purchaser without the express written consent of the other Party, except that a Purchaser may assign all or any part of its rights and obligations hereunder to any affiliate of such Purchaser without the consent of the Company, provided that no such assignment shall relieve such Purchaser of its obligations hereunder if such assignee does not perform such obligations. Any purported assignment in violation of the foregoing sentence shall be null and void.

Section 5.6 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the party hereto to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery to Federal Express properly addressed or on the day of attempted delivery by the U.S. Postal Service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Company, at:	Renren Inc. 23/F, Jing An Center 8 North Third Ring Road East Beijing, 100028, PRC Fax: +86 10 5108 5666 Attn: Ms. Hui Huang
With copy to:	Skadden, Arps, Slate, Meagher & Flom 42/F Edinburgh Tower The Landmark 15 Queen's Road Central Fax: +852 3910 4850 Attn: Z. Julie Gao, Esq.
If to Alibaba Group Treasury Limited, at:	Alibaba Group Treasury Limited c/o Alibaba Group Services Ltd. 24th Floor Jubilee Center 18 Fenwick Street Wanchai, Hong Kong Attn: General Counsel
With copy to:	Freshfields Bruckhaus Deringer 11th Floor Two Exchange Square Central, Hong Kong Fax: +852 2810 6192 Attn: Kenneth Martin, Esq.
If to AsiaStar Growth Capital Limited, at:	AsiaStar Growth Capital Limited Unit 3607B-08, The Centre, 989 Changle Road 200031, Shanghai, PRC Fax: +86 21 5466 1250 Attn: Tyler Lv
With copy to:	Weil, Gotshal & Manges 1366 Nanjing West Road, 38th Floor, Tower 2, Shanghai, People's Republic of China 200040 Fax: +86 21 6288 3866 Attn: Anthony Wang, Esq.
If to Huaren Media Investment Limited, at:	Huaren Media Investment Limited Unit 3607B-08, The Centre, 989 Changle Road 200031, Shanghai, PRC Fax: +86 21 5466 1250 Attn: Alina Zhang
With copy to:	Weil, Gotshal & Manges 1366 Nanjing West Road, 38th Floor, Tower 2, Shanghai, People's Republic of China 200040 Fax: +86 21 6288 3866 Attn: Anthony Wang, Esq.
If to China Alpha II Fund Ltd, China New Economy Fund Limited, CITIC Securities Alpha Leaders Fund Limited, and/or Dragon Origin Limited, at:	care of CITIC Securities International Investment Management (HK) Limited Room 1701 Chuang's Tower 30-32 Connaught Road Central, Hong Kong Fax: +852 2530 0727 Attn: Craig Lindsay
With copy to:	Clifford Chance LLP 29th Floor Jardine House One Connaught Place, Hong Kong Fax: +852 2825 8800 Attn: Mark Shipman

Any party hereto may change its address for purposes of this Section 5.6 by giving the other Party written notice of the new address in the manner set forth above.

Section 5.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the matters covered hereby, and all prior agreements and understandings, oral or in writing, if any, between the Parties with respect to the matters covered hereby are merged and superseded by this Agreement.

Section 5.8 Severability. If any provisions of this Agreement shall be adjudicated to be illegal, invalid or unenforceable in any action or proceeding whether in its entirety or in any portion, then such provision shall be deemed amended, if possible, or deleted, as the case may be, from the Agreement in order to render the remainder of the Agreement and any provision thereof both valid and enforceable, and all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

Section 5.9 Fees and Expenses. Except as otherwise provided in this Agreement, the Company and each Purchaser will bear their respective expenses incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby, including fees and expenses of attorneys, accountants, consultants and financial advisors.

Section 5.10 Confidentiality. Each party hereto shall keep in confidence, and shall not use (except for the purposes of the transactions contemplated hereby) or disclose, any non-public information disclosed to it or its affiliates, representatives or agents in connection with this Agreement or the transactions contemplated hereby. Each party hereto shall ensure that its affiliates, representatives and agents keep in confidence, and do not use (except for the purposes of the transactions contemplated hereby) or disclose, any such non-public information.

Section 5.11 Specific Performance. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

Section 5.12 Termination. In the event that the Closings shall not have occurred by December 31, 2011, this Agreement shall be terminated with no further force or effect, except for the provisions of Section 5.10, which shall survive any termination under this Section 5.12.

Section 5.13 Description of Purchasers.

(a) The Company shall afford each Purchaser a reasonable opportunity in which to review and comment on any description of such Purchaser and/or the transactions contemplated by this Agreement with respect to such Purchaser that is to be included in the Registration Statement filed after the date hereof, and the Company shall take into account such comments from Purchaser.

(b) Each Purchaser hereby consents and undertakes to promptly provide a description of its organization and business activities to the Company (such Purchaser's "Purchaser Description") to be used solely in the Registration Statement and the prospectus therein, and hereby represents that its Purchaser Description will be true and accurate in all material respects and will not be misleading in any material respect. Additionally, each Purchaser hereby consents to the filing of this Agreement and the Registration Rights Agreement as an exhibit to the Registration Statement. Other than Purchaser Descriptions, the Company shall not include in the Registration Statement or the prospectus therein any information regarding a Purchaser without such Purchaser's prior written consent.

(c) Each Purchaser acknowledges that the Company will rely upon the truth and accuracy of its Purchaser Description, and it agrees to notify the Company promptly in writing if any of the content contained therein ceases to be accurate and complete or becomes misleading.

Section 5.14 Headings. The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

Section 5.15 Execution in Counterparts. For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

RENREN INC.

By: _____
Name:
Title:

ALIBABA GROUP TREASURY LIMITED

By: _____
Name:
Title:

HUAREN MEDIA INVESTMENT LIMITED

By: _____
Name: TUNG Sung-Yuan
Title: Director

ASIASTAR GROWTH CAPITAL LIMITED

By: _____
Name: TUNG Sung-Yuan
Title: Director

CHINA ALPHA II FUND LTD

By: _____
Name:
Title:

CHINA NEW ECONOMY FUND LIMITED

By: _____
Name:
Title:

CITIC SECURITIES ALPHA LEADERS FUND LIMITED

By: _____
Name:
Title:

DRAGON ORIGIN LIMITED

By: _____
Name:
Title:

Schedule D-1

Total Outstanding as of April 15, 2011

	Outstanding	Ordinary Shares Upon Conversion
Series A Preferred Shares	85,100,000	85,100,000
Series B Preferred Shares	81,501,540	81,501,540
Series C Preferred Shares	128,048,440	124,861,890
Series D Preferred Shares	434,204,890	434,204,890
Ordinary Shares	297,853,650	297,853,650
Ordinary Shares Issuable upon Exercise of Options		48,337,290
Ordinary shares reserved for future issuances under share incentive plans	71,129,128	

Authorized Share Capital as of April 15, 2011

Ordinary Shares	2,000,000,000		
Preferred Shares	850,164,410	consisting of:	
		Series A	100,000,000
		Series B	100,000,000
		Series C	215,959,520
		Series D	434,204,890

Schedule D-2

Total Outstanding Immediately After IPO

Class A Ordinary Shares consisting of:	
	618,133,520 Class A Ordinary Shares held by pre-IPO shareholders (calculated without subtracting the shares that will be sold by pre-IPO shareholders through the IPO)
	The number of Class A Ordinary Shares issued to public investors through the IPO
	The number of Class A Ordinary Shares purchased by the Purchasers subject to the terms and conditions of the Subscription Agreement
Class B Ordinary Shares	405,388,450
Ordinary Shares Issuable upon Exercise of Options	48,337,290
Ordinary shares reserved for future issuances under share incentive plans	71,129,128

Authorized Share Capital Immediately After

Class A Ordinary Shares	3,000,000,000
Class B Ordinary Shares	500,000,000

Exhibit A
Purchasers

Purchaser	Purchase Price
Alibaba Group Treasury Limited, a company incorporated in the British Virgin Islands	US$ 30,000,000
Huaren Media Investment Limited, a company incorporated under the laws of the British Virgin Islands	US$ 26,250,000
AsiaStar Growth Capital Limited, a company incorporated under the laws of the British Virgin Islands	US$ 7,750,000
China Alpha II Fund Ltd, a company incorporated under the laws of Cayman Islands	US$ 11,500,000
China New Economy Fund Limited, a company incorporated under the laws of Cayman Islands	US$ 7,000,000
CITIC Securities Alpha Leaders Fund Limited, a company incorporated under the laws of Cayman Islands	US$ 11,500,000
Dragon Origin Limited, a company incorporated in British Virgin Islands	US$ 16,000,000

Exhibit B
Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made as of [__], 2011, by and among:

(1) Renren Inc., a company incorporated in the Cayman Islands (the "**Company**");

(2) each of the parties set forth in Exhibit A hereto (each, an "**Investor**", and collectively, the "**Investors**").

The Investors on the one hand, and the Company on the other hand, are sometimes herein referred to each as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. The Company and the Investors have entered into a Subscription Agreement dated as of April 15, 2011 (the "**Subscription Agreement**"); and

B. In connection with the Subscription Agreement and in order to induce the Investors to consummate the transactions contemplated under the Subscription Agreement, the Company and the Investors have agreed to enter into this Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1 Definitions. The following terms shall have the meanings ascribed to them below:

"**Affiliate**" means, with respect to a specified person, a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

"**Applicable Securities Laws**" means the securities law of the United States, including the Exchange Act and the Securities Act, and any applicable securities law of any state of the United States.

"**Board**" or "**Board of Directors**" means the board of directors of the Company.

"**Business Day**" means any day that is not a Saturday, Sunday, public holiday or other day on which commercial banks are required or authorized by law to be closed in the PRC, the Cayman Islands or the City of New York.

"**Commission**" means the Securities and Exchange Commission of the United States or any other federal agency at the time administering the Securities Act.

"**Ordinary Shares**" means the Class A ordinary shares, par value US$0.001, of the Company.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**Existing Registration Right Holders**" means any holders of any registration rights of any kind relating to any securities of the Company and existing as of the date hereof under the Investors' Rights Agreement.

"**Form F-3**" means Form F-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

"**Form S-3**" means Form S-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

"**Founder Shares**" means any securities of the Company with respect to which registration rights exist under the Investors' Rights Agreement and that, as of the date of the Investors' Rights Agreement, were held by Joseph Chen.

"**Governmental Authority**" means any nation or government or any province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any court, tribunal or arbitrator, and any self-regulatory organization.

"**Holder**" means the holder of the Registrable Securities.

"**Investors' Rights Agreement**" means the Amended and Restated Investors' Rights Agreement dated as of April 4, 2008 by and among the Company and other parties thereto, as such agreement may be amended and restated.

"**IPO**" means the Company's underwritten registered initial public offering.

"**Law**" means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any Governmental Authority and any injunction, judgment, order, ruling, assessment or writ issued by any Governmental Authority.

"**Person**" means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

"**PRC**" means the People's Republic of China, but solely for the purposes of this Agreement, excluding the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

"**Registration**" means a registration effected by preparing and filing a Registration Statement and the declaration or ordering of the effectiveness of that Registration Statement; and the terms "Register" and "Registered" have meanings concomitant with the foregoing.

"**Registrable Securities**" means all of the Ordinary Shares acquired by the Investors pursuant to the Subscription Agreement.

"**Registration Statement**" means a registration statement prepared on Form F-1, F-3, S-1 or S-3 under the Securities Act (including Rule 415 under the Securities Act).

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**U.S.**" means the United States of America.

1.2 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided, (i) the terms defined in this Section 1 shall have the meanings assigned to them in this Section 1 and include the plural as well as the singular, (ii) all references in this Agreement to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement, (iii) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (iv) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, (v) all references in this Agreement to designated schedules, exhibits and annexes are to the schedules, exhibits and annexes attached to this Agreement unless explicitly stated otherwise, (vi) "or" is not exclusive, (vii) the term "including" will be deemed to be followed by ", but not limited to," (viii) the terms "shall," "will," and "agrees" are mandatory, and the term "may" is permissive, and (ix) the term "day" means "calendar day."

2. Registration Rights.

2.1 Piggyback Registrations.

(a) The Company shall notify each Investor in writing at least thirty (30) days prior to filing any Registration Statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including Registration Statements relating to secondary offerings of securities of the Company, but excluding Registration Statements filed in connection with the IPO, under Section 2.2 of this Agreement or relating to any employee benefit plan or a corporate reorganization), and shall afford each Investor an opportunity to include in such Registration Statement all or any part of the Registrable Securities then held by such Investor to the extent provided herein. If an Investor desires to include in any such Registration Statement all or any part of the Registrable Securities held by it, it shall within twenty (20) days after receipt of the above-described notice from the Company so notify the Company in writing and in such notice shall inform the Company of the number of Registrable Securities such Investor wishes to include in such Registration Statement. If such Investor decides not to include all of its Registrable Securities in any Registration Statement thereafter filed by the Company, such Investor shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Registration Statement or Registration Statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(b) Underwriting. If a Registration Statement under which the Company gives notice under this Section 2.1 is for an underwritten offering, then the Company shall so advise each Investor. In such event, the right of any of an Investor's Registrable Securities to be included in a Registration pursuant to this Section 2.1 shall be conditioned upon such Investor's participation in such underwriting and the inclusion of such Investor's Registrable Securities in the underwriting to the extent provided herein. If an Investor proposes to distribute its Registrable Securities through such underwriting it shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. If the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of Ordinary Shares to be underwritten, then the managing underwriter(s) may exclude any or all Ordinary Shares held by the Investors from the Registration and the underwriting; provided, however, that all Founder Shares must be excluded from the Registration and the underwriting before any of the Ordinary Shares held by the Investors can be excluded. If an Investor disapproves of the terms of any such underwriting, such Investor may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the Registration Statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the Registration.

(c) No Limit on Number of Piggyback Registrations. There shall be no limit on the number of times the Investors may request Registration of Registrable Securities under this Section 2.1.

2.2 Form F-3 Registration.

(a) In case the Company shall receive from an Investor a written request or requests that the Company effect a Registration on Form F-3 (and any related qualification or compliance) with respect to all or any part of the Registrable Securities owned by such Investor, then the Company shall promptly give written notice of the proposed Registration and such Investor's request therefor, and any related qualification or compliance, to all other Holders and the Existing Registration Right Holders; and, subject to the provisions of this Sections 2.2(b) and (c), as soon as practicable but in no later than forty-five (45) days after receipt of the request of such Investor, effect such Registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of such Registrable Securities of such Investor as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company.

(b) Notwithstanding anything to the contrary provided above, the Company shall not be obligated to effect any such Registration, qualification or compliance pursuant to this Section 2.2:

(1) if Form F-3 is not available for such offering by the Holders;

(2) if such Holders, together with the holders of any other securities of the Company entitled to inclusion in such Registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public (before payment of any underwriters' discounts or commissions) of less than US$5,000,000;

(3) if the Company shall furnish to the Investor requesting such Registration a certificate signed by the Chairman of the Board of Directors of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its shareholders for such Form F-3 Registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 Registration Statement no more than once during any twelve (12) month period for a period of not more than ninety (90) days after receipt of the request of the Investor requesting Registration under this Section 2.2, provided that the Company shall not register any of its other securities during such ninety (90) day period;

(4) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such Registration, qualification or compliance unless the Company is already qualified to do business or subject to service of process in that jurisdiction and except as may be required by the Securities Act; or

(5) if the Company has, within the twelve (12)-month period preceding the date of such request, already effected two (2) Registrations on Form F-3 for any Investors pursuant to this Section 2.2 excluding any Registrations from which Registrable Securities have been excluded despite an Investor's request that they be included.

(c) Underwriter's Discretion. If the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of Ordinary Shares to be underwritten, then the managing underwriter(s) may exclude any or all Ordinary Shares held by the Investors from the Registration and the underwriting; provided, however, that all Founder Shares must be excluded from the Registration and the underwriting before any of the Ordinary Shares held by the Investors can be excluded. If an Investor disapproves of the terms of any such underwriting, such Investor may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the Registration Statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the Registration.

(d) No Limit on Number of Form F-3 Registrations. There shall be no limit on the number of times the Investors may request Registration of Registrable Securities under this Section 2.2.

2.3 Expenses. All expenses that are applicable to the sale of Registrable Securities pursuant to this Agreement and incurred in connection with Registrations, filings or qualifications pursuant to this Agreement, including all Registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company, and one counsel for all holders of registration rights relating to any securities of the Company (up to a maximum of US$100,000), shall be borne by the Company; provided that (i) each Investor and Holder shall bear its own underwriting discounts and commissions applicable to the sale of its Registrable Securities in such Registration and (ii) if one or more Investors or Holders engages its or their own counsel, such Investors or Holders shall bear the legal fees for any other counsel engaged in connection with such Registration. The Company shall not, however, be required to pay for any expenses of any Registration proceeding begun pursuant to this Agreement if the Registration request is subsequently withdrawn at the request of a majority-in-interest of the holders requesting such Registration (in which case all participating holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be thereby Registered in the withdrawn Registration).

2.4 Obligations of the Company. Whenever required to effect the Registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement. Prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and use its best efforts to cause such Registration Statement to become effective provided, however, that (x) before filing a Registration Statement or prospectus or any amendments or supplements thereto, the Company shall provide counsel for holders of registration rights relating to securities of the Company with an adequate and appropriate opportunity to review and comment on such Registration Statement and each prospectus included therein (and each amendment or supplement thereto) to be filled with the SEC, subject to such documents being under the Company's control, and (y) the Company shall notify the counsel and each seller of Registrable Securities of any stop order issued or threatened by the SEC and take all action required to prevent the entry of such stop order or to remove it if entered.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection with such Registration Statement to keep such Registration Statement effective for up to the shorter of one hundred twenty (120) days or until the distribution contemplated in the Registration Statement has been completed, provided that if an Investor has requested that a Registration on Form F-3 be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act, then the Company shall keep such Registration Statement effective until the shorter of (i) one hundred and eighty (180) days or (ii) until such time as all Registrable Securities covered by such Registration Statement have been sold, and the Company shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement.

(c) Prospectuses. Furnish to each Holder such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as it may reasonably request in order to facilitate the disposition of Registrable Securities owned by it.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such Registration Statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by a Holder, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions unless the Company is already subject to service of process in such jurisdiction and except as may be required by the Securities Act.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. The Holders participating in such underwriting shall also enter into and perform its obligations under such an agreement with respect to its securities included in such underwriting; provided that (i) no Holder will be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements specifically regarding such Holder, its rights, title and interest in the Registrable Securities and its intended method of distribution and (ii) no Holder will be required to provide an indemnity in such underwriting agreement that is broader than the provisions in Section 2.6(b) of this Agreement.

(f) Notification. Notify the Holders of Registrable Securities covered by such Registration Statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statement therein not misleading in the light of the circumstances then existing and the Company shall promptly prepare a supplement or amendment to such prospectus (and, if necessary, a post-effective amendment to the Registration Statement) and furnish to the seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(g) Exchange Listing. Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed.

(h) Transfer Agent and CUSIP. Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such Registration.

(i) SEC Compliance; Earnings Statements. Comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(j) To use its commercially reasonable efforts to furnish, at the request of the Holder requesting registration of Registrable Securities pursuant to this Agreement, on the date that such Registrable Securities, are delivered to the underwriters for sale in connection with a registration pursuant to this Agreement, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, a copy of (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

(k) Make available at reasonable times for inspection by any managing underwriter participating in any disposition of such Registrable Securities pursuant to a registration statement, the counsel selected by any managing underwriter (each, an "**Inspector**" and collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries (collectively, the "**Records**") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply at reasonable times all information reasonably requested by any such Inspector in connection with such registration statement. No Records shall be disclosed by the Inspectors (and the Inspectors shall confirm their agreement in writing in advance to the Company if the Company shall so request) unless (x) the disclosure of such Records is necessary, in the Company's judgment, to avoid or correct a misstatement or omission in the registration statement, (y) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction after exhaustion of all appeals therefrom or (z) the information in such Records was known to the Inspectors on a non-confidential basis prior to its disclosure by the Company or has been made generally available to the public. The Seller of Registrable Securities agrees that it shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 that the Investors shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to timely effect the Registration of its Registrable Securities.

2.6 Indemnification. In the event any Registrable Securities are included in a Registration Statement under this Section 2:

(a) Indemnification by the Company. To the extent permitted by law, the Company shall indemnify and hold harmless each Investor, each Holder, and each of their respective partners, officers, directors, employees, advisors, agents, any underwriter (as defined in the Securities Act) for such Investor or Holder, and each Person, if any, who controls such Investor, Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against all losses, claims, damages and liabilities (joint or several; or actions, proceedings or settlements in respect thereof) to which such Investor, Holder, partner, officer, director, employee, advisor, agent, underwriter or controlling Person may become subject under laws which are applicable to the Company and relate to action or inaction required of the Company in connection with any Registration, qualification or compliance, insofar as such losses, claims, damages or liabilities (or actions, proceedings or settlements in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading; or

(iii) any violation or alleged violation by the Company of the Applicable Securities Law, or any rule or regulation promulgated under the Applicable Securities Law;

and the Company shall reimburse such Investor, Holder, partner, officer, director, employee, advisor, agent, underwriter and controlling Person for any legal or other expenses reasonably incurred by them, as such expenses are incurred, in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; provided, however, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability, action or proceeding to the extent that it arises out of or is based upon (A) a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such Registration by an Investor, a Holder or any of their respective partners, officers, directors, employees, advisors, agents, underwriters or controlling Persons or (B) delivery of a prospectus by a Holder who has received notice from the Company that the Registration Statement relating thereto contains an untrue statement of a material fact or an omission of a material fact.

(b) Indemnification by the Investors. To the extent permitted by law, each Investor and Holder shall, if Registrable Securities held by such Investor or Holder are included in the securities as to which such Registration, qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its employees, advisors, agents and directors, each of its officers who has signed the Registration Statement, each Person, if any, who controls the Company within the meaning of the Securities Act and any underwriter, against any losses, claims, damages or liabilities (joint or several; or actions, proceedings or settlements in respect thereof) to which the Company or any such director, officer, legal counsel, controlling Person underwriter may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions, proceedings or settlements in respect thereof) arise out of or are based upon any of the following statements, omissions or Violation, in each case to the extent (and only to the extent) that such statement, omission or Violation occurs in sole reliance upon and in conformity with written information furnished by such Investor, such Holder, or their respective partners, officers, directors, employees, advisors, agents, underwriters or controlling Persons expressly for use in connection with such Registration:

(i) untrue statement or alleged untrue statement of a material fact contained in such Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; or

(ii) omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading,

and such Investor or Holder shall reimburse any legal or other expenses reasonably incurred by the Company or any such employee, advisor, agent, director, officer, controlling Person or underwriter in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; provided, however, that the indemnity agreement contained in this Section 2.6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of such Investor or Holder, which consent shall not be unreasonably withheld; and provided, further, that except for liability for willful fraud or misrepresentation, in no event shall any indemnity under this Section 2.6(b) exceed the net proceeds received by such Investor or Holder in such Registration. For the avoidance of doubt, the obligations of the Purchasers under this Section 2.6(b) are several but not joint.

(c) Notice. Promptly after receipt by an indemnified party of notice of the commencement of any action (including any governmental action), such indemnified party shall, if a claim in respect thereof is to be made against any indemnifying party, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, as incurred, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding.

(d) Survival; Consents to Judgments and Settlements. The obligations of the Company and Holders under this Section 2.6 shall survive the completion of any offering of Registrable Securities in a Registration Statement under this Section 2. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

2.7 Rule 144 Reporting. With a view to making available to the Investors the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without Registration or pursuant to a Registration on Form F-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first Registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) So long as an Investor owns any Registrable Securities, (x) to furnish to such Investor forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and (iii) such other reports and documents of the Company as such Investor may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without Registration or pursuant to Form F-3; and (y) to procure the removal of the legend on the restricted securities of the Company held by such Investor in connection with the resale by such Investor of such securities under Rule 144.

2.8 Termination. The Company shall have no obligations to register any Registrable Securities proposed to be sold by any Investor or Holder after the earlier of (a) seven (7) years following the closing of the IPO and (b) such time as pursuant to Rule 144 or another similar exemption under the Securities Act such Investor or Holder is able to sell all of its Registrable Securities without Registration. In connection with the foregoing, if any Registrable Securities become eligible for sale pursuant to Rule 144(d) or no longer constitute "restricted securities" (as defined under Rule 144(a)), the Company shall, upon the request of an Investor or Holder, promptly remove (or authorize the transfer agent to remove) the restrictive legend set forth in Section 1.2(c) of the Subscription Agreement from the certificates for such share securities.

3. Miscellaneous.

3.1 Governing Law. This Agreement shall be governed by and construed under the Laws of the State of New York, without regard to principles of conflicts of law thereunder.

3.2 Dispute Resolution.

(a) Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules then in force. There shall be three arbitrators. Each Party has the right to appoint one arbitrator and the third arbitrator shall be appointed by the Hong Kong International Arbitration Centre. The language to be used in the arbitration proceedings shall be English. Each of the parties hereto irrevocably waives any immunity to jurisdiction to which it may be entitled or become entitled (including sovereign immunity, immunity to pre-award attachment, post-award attachment or otherwise) in any arbitration proceedings and/or enforcement proceedings against it arising out of or based on this Agreement or the transactions contemplated hereby.

3.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

3.4 Notices. Any notice required or permitted pursuant to this Agreement shall be given in writing and shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means to such party. Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid.

3.5 Headings and Titles. Headings and titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.6 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

3.7 Successors and Assigns. The registration rights granted to each Investor under this Agreement may be assigned (but only together with the related obligations) by such Investor to a transferee of Registrable Securities that (i) is an Affiliate of such Investor, (ii) an immediate family member or trust for the benefit of such Investor (or its Affiliate), or (iii) after such transfer, holds at least 30% of the Registrable Securities originally acquired by such Investor pursuant to the Subscription Agreement (subject to appropriate adjustments for stock splits, dividends, combinations or the like); provided, however, that (x) the Company is furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred, and (y) such transferee agrees in a written instrument delivered to the Company to be bound by the terms and conditions of this Agreement.

3.8 Entire Agreement; Amendments and Waivers. This Agreement (including any Schedules or Exhibits hereto) constitutes the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof, and supersedes all other agreements between or among any of the Parties with respect to the subject matter hereof. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of both Parties.

3.9 Severability. If a provision of this Agreement is held to be unenforceable under applicable Laws, such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.10 Further Assurances. The Parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the intent of this Agreement.

3.11 Rights Cumulative. Each and all of the various rights, powers and remedies of a party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such party may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such party.

3.12 No Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy power hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

3.13 No Presumption. The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

RENREN INC.

By: _____
Name:
Title:

ALIBABA GROUP TREASURY LIMITED

By: _____
Name:
Title:

HUAREN MEDIA INVESTMENT LIMITED

By: _____
Name: TUNG Sung-Yuan
Title: Director

ASIASTAR GROWTH CAPITAL LIMITED

By: _____
Name: TUNG Sung-Yuan
Title: Director

CHINA ALPHA II FUND LTD

By: _____
Name:
Title:

CHINA NEW ECONOMY FUND LIMITED

By: _____
Name:
Title:

CITIC SECURITIES ALPHA LEADERS FUND LIMITED

By: _____
Name:
Title:

DRAGON ORIGIN LIMITED

By: _____
Name:
Title:

Exhibit 21.1

SUBSIDIARIES OF THE REGISTRANT

Subsidiaries	Place of Incorporation
CIAC/ChinaInterActiveCorp	Cayman Islands
Qianxiang Shiji Technology Development (Beijing) Co., Ltd.	PRC
Variable Interest Entity	
Beijing Qianxiang Tiancheng Technology Development Co., Ltd.	PRC
Subsidiaries of Variable Interest Entity	
Beijing Qianxiang Wangjing Technology Development Co., Ltd.	PRC
Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.	PRC
Beijing Nuomi Wang Technology Development Co., Ltd.	PRC

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form F-1 of our report dated April 15, 2011 relating to the consolidated financial statements of Renren Inc. and its subsidiaries and variable interest entities as of December 31, 2009 and 2010, and for the each of the three years in the period ended December 31, 2010, and the financial statement schedule of Renren Inc., appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading “Selected Consolidated Financial Data” and “Experts” in such Prospectus.

/s/ Deloitte Touche Tohmatsu CPA Ltd.
Beijing, the People’s Republic of China
April 15, 2011

Exhibit 23.5

MARSH

_____ 2011

Huang Hui
Chief Financial Officer
Renren Inc.
23/F, Jing An Center, 8 North Third Ring Road East
Beijing, China
Postal Code: 100028

Subject: WRITTEN CONSENT TO REFERENCE MARSH FINANCIAL ADVISORY SERVICES LIMITED VALUATION IN F-1 FILING OF RENREN INC.

Dear Ms. Huang:

We hereby consent to the references to our name, valuation methodologies, assumptions and value conclusions for accounting purposes, with respect to our appraisal reports (the "Reports") addressed to the board of Renren Inc. (the "Company") in the Company's Registration Statement on Form F-1 (together with any amendments thereto, the "Registration Statement") to be filed with the U.S. Securities and Exchange Commission.

In giving such consent, we do not hereby admit that we come within the category of person whose consent is required under Section 7 or Section 11 of the Securities Act of 1933, as amended, or the rules and regulations adopted by the SEC thereunder, nor do we admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "experts" as used in the Securities Act of 1933, as amended or the rules and regulations of the SEC thereunder.

In reaching our value conclusions, we relied on the accuracy and completeness of the financial statements and other data provided to us by the Company and its representatives. We did not audit or independently verify such financial statements or other data and take no responsibility for the accuracy of such information. Our Reports were used as part of the Company's analysis and due diligence in reaching their value determination as stated in this registration.

Yours faithfully,

Marsh Financial Advisory Services Limited

Exhibit 23.6

April 15, 2011

Renren Inc.
23/F, Jing An Center
8 North Third Ring Road East
Beijing, 100028
The People's Republic of China
+86 (10) 8448-1818

Ladies and Gentlemen:

Pursuant to Rule 438 under the Securities Act of 1933, as amended, I hereby consent to the reference of my name as a director of Renren Inc. (the "Company"), effective immediately upon the effectiveness of the Company's registration statement on Form F-1 originally filed by the Company on December 30, 2010 with the U.S. Securities and Exchange Commission.

Sincerely yours,

/s/ Derek Palaschuk
Name: Derek Palaschuk

Exhibit 23.7

April 15, 2011

Renren Inc.
23/F, Jing An Center
8 North Third Ring Road East
Beijing, 100028
The People's Republic of China
+86 (10) 8448-1818

Ladies and Gentlemen:

Pursuant to Rule 438 under the Securities Act of 1933, as amended, I hereby consent to the reference of my name as a director of Renren Inc. (the "Company"), effective immediately upon the effectiveness of the Company's registration statement on Form F-1 originally filed by the Company on December 30, 2010 with the U.S. Securities and Exchange Commission.

Sincerely yours,

/s/ Ruigang Li
Name: Ruigang Li

RENREN INC.
CODE OF BUSINESS CONDUCT AND ETHICS

(Adopted by the Board of Directors of
Renren Inc. on April 11, 2011, effective upon the effectiveness of the Company's
Registration Statement on Form F-1 relating to the Company's initial public offering)

I. PURPOSE

This Code of Business Conduct and Ethics (the "Code") contains general guidelines for conducting the business of Renren Inc., a Cayman Islands company, and its subsidiaries and affiliate entities (collectively, the "Company") consistent with the highest standards of business ethics, and is intended to qualify as a "code of ethics" within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder. To the extent this Code requires a higher standard than required by commercial practice or applicable laws, rules or regulations, we adhere to these higher standards.

This Code is designed to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely, and understandable disclosure in reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission (the "SEC") and in other public communications made by the Company;
- compliance with applicable laws, rules and regulations;
- prompt internal reporting of violations of the Code; and
- accountability for adherence to the Code.

II. APPLICABILITY

This Code applies to all directors, officers and employees of the Company, whether they work for the Company on a full-time, part-time, consultative or temporary basis (each, an "employee" and collectively, the "employees"). Certain provisions of the Code apply specifically to our chief executive officer, chief financial officer, senior finance officer, controller, vice presidents and any other persons who perform similar functions for the Company (each, a "senior officer," and collectively, the "senior officers").

The Board of Directors of the Company (the "Board") has appointed Hui Huang, the Company's Chief Financial Officer, as the Compliance Officer for the Company (the "Compliance Officer"). If you have any questions regarding the Code or would like to report any violation of the Code, please call the Compliance Officer at (+86) 10-8448-1818 (ext. 1666) or e-mail her at hui.huang@opi-corp.com.

III. CONFLICTS OF INTEREST

Identifying Conflicts of Interest

A conflict of interest occurs when an employee's private interest interferes, or appears to interfere, in any way with the interests of the Company as a whole. An employee should actively avoid any private interest that may impact such employee's ability to act in the interests of the Company or that may make it difficult to perform the employee's work objectively and effectively. In general, the following should be considered conflicts of interest:

- Competing Business. No employee may be employed by a business that competes with the Company or deprives it of any business.
- Corporate Opportunity. No employee should use corporate property, information or his or her position with the Company to secure a business opportunity that would otherwise be available to the Company. If an employee discovers a business opportunity that is in the Company's line of business through the use of the Company's property, information or position, the employee must first present the business opportunity to the Company before pursuing the opportunity in your individual capacity.
- Financial Interests.

  (i) No employee may have any financial interest (ownership or otherwise), either directly or indirectly through a spouse or other family member, in any other business or entity if such interest adversely affects the employee's performance of duties or responsibilities to the Company, or requires the employee to devote time to it during such employee's working hours at the Company;

  (ii) No employee may hold any ownership interest in a privately held company that is in competition with the Company;

  (iii) An employee may hold up to 5% ownership interest in a publicly traded company that is in competition with the Company; provided that if the employee's ownership interest in such publicly traded company increases to more than 5%, the employee must immediately report such ownership to the Compliance Officer;

  (iv) No employee may hold any ownership interest in a company that has a business relationship with the Company if such employee's duties at the Company include managing or supervising the Company's business relations with that company; and

(v) Notwithstanding the other provisions of this Code,

(a) a director or any immediate family member of such director (collectively, "Director Affiliates") or a senior officer or any immediate family member of such senior officer (collectively, "Officer Affiliates") may continue to hold his or her investment or other financial interest in a business or entity (an "Interested Business") that:

(1) was made or obtained either (x) before the Company invested in or otherwise became interested in such business or entity; or (y) before the director or senior officer joined the Company (for the avoidance of doubt, regardless of whether the Company had or had not already invested in or otherwise become interested in such business or entity at the time the director or senior officer joined the Company); or

(2) may in the future be made or obtained by the director or senior officer, provided that at the time such investment or other financial interest is made or obtained, the Company has not yet invested in or otherwise become interested in such business or entity;

provided that such director or senior officer shall disclose such investment or other financial interest to the Board;

(b) an interested director or senior officer shall refrain from participating in any discussion among senior officers of the Company relating to an Interested Business and shall not be involved in any proposed transaction between the Company and an Interested Business; and

(c) before any Director Affiliate or Officer Affiliate (i) invests, or otherwise acquires any equity or other financial interest, in a business or entity that is in competition with the Company; or (ii) enters into any transaction with the Company, the related director or senior officer shall obtain prior approval from the Audit Committee of the Board.

For purposes of this Code, a company or entity is deemed to be "in competition with the Company" if it competes with the Company's business of providing social networking services, online games or social commerce services and/or any other business in which the Company is engaged.

- Loans or Other Financial Transactions. No employee may obtain loans or guarantees of personal obligations from, or enter into any other personal financial transaction with, any company that is a material customer, supplier or competitor of the Company. This guideline does not prohibit arms-length transactions with recognized banks or other financial institutions.

- Service on Boards and Committees. No employee shall serve on a board of directors or trustees or on a committee of any entity (whether profit or not-for-profit) whose interests could reasonably be expected to conflict with those of the Company. Employees must obtain prior approval from the Board before accepting any such board or committee position. The Company may revisit its approval of any such position at any time to determine whether an employee's service in such position is still appropriate.

The above is in no way a complete list of situations where conflicts of interest may arise. The following questions might serve as a useful guide in assessing a potential conflict of interest situation not specifically addressed above:

- Is the action to be taken legal?
- Is it honest and fair?
- Is it in the best interests of the Company?

Disclosure of Conflicts of Interest

The Company requires that employees fully disclose any situations that could reasonably be expected to give rise to a conflict of interest. If an employee suspects that he or she has a conflict of interest, or a situation that others could reasonably perceive as a conflict of interest, the employee must report it immediately to the Compliance Officer. Conflicts of interest may only be waived by the Board, or the appropriate committee of the Board, and will be promptly disclosed to the public to the extent required by law and applicable rules of the New York Stock Exchange.

Family Members and Work

The actions of family members outside the workplace may also give rise to conflicts of interest because they may influence an employee's objectivity in making decisions on behalf of the Company. If a member of an employee's family is interested in doing business with the Company, the criteria as to whether to enter into or continue the business relationship and the terms and conditions of the relationship must be no less favorable to the Company compared with those that would apply to an unrelated party seeking to do business with the Company under similar circumstances.

Employees should report any situation involving family members that could reasonably be expected to give rise to a conflict of interest to their supervisor or the Compliance Officer. For purposes of this Code, "family members" or "members of employee's family" include an employee's spouse, siblings, parents, in-laws and children.

IV. GIFTS AND ENTERTAINMENT

The giving and receiving of appropriate gifts may be considered common business practice. Appropriate business gifts and entertainment are welcome courtesies designed to build relationships and understanding among business partners. However, gifts and entertainment should never compromise, or appear to compromise, an employee's ability to make objective and fair business decisions.

It is the responsibility of employees to use good judgment in this area. As a general rule, employees may give or receive gifts or entertainment to or from customers or suppliers only if the gift or entertainment is in compliance with applicable law, insignificant in amount and not given in consideration or expectation of any action by the recipient. All gifts and entertainment expenses made on behalf of the Company must be properly accounted for on expense reports.

We encourage employees to submit gifts received to the Company. While it is not mandatory to submit small gifts, gifts of over US$100 must be submitted immediately to the administration department of the Company.

Bribes and kickbacks are criminal acts, strictly prohibited by law. An employee must not offer, give, solicit or receive any form of bribe or kickback anywhere in the world.

V. FCPA COMPLIANCE

The U.S. Foreign Corrupt Practices Act ("FCPA") prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. A violation of FCPA does not only violate the Company's policy but also constitute a civil or criminal offense under FCPA which the Company is subject to after the Effective Time. No employee shall give or authorize directly or indirectly any illegal payments to government officials of any country. While the FCPA does, in certain limited circumstances, allow nominal "facilitating payments" to be made, any such payment must be discussed with and approved by an employee's supervisor (in the case of the chief executive officers, by the board of directors) in advance before it can be made.

VI. PROTECTION AND USE OF COMPANY ASSETS

Employees should protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. Any use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

To ensure the protection and proper use of the Company's assets, each employee should:

- Exercise reasonable care to prevent theft, damage or misuse of Company property;

- Promptly report any actual or suspected theft, damage or misuse of Company property;
- Safeguard all electronic programs, data, communications and written materials from unauthorized access; and
- Use Company property only for legitimate business purposes.

Except as approved in advance by the Chief Executive Officer or Chief Financial Officer of the Company, the Company prohibits political contributions (directly or through trade associations) by any employee on behalf of the Company. Prohibited political contributions include:

- any contributions of the Company's funds or other assets for political purposes;
- encouraging individual employees to make any such contribution; and
- reimbursing an employee for any political contribution.

VII. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- All inventions, creative works, computer software, and technical or trade secrets developed by an employee in the course of performing the employee's duties or primarily through the use of the Company's assets or resources while working at the Company shall be the property of the Company.
- Employees should maintain the confidentiality of information entrusted to them by the Company or its customers, except when disclosure is authorized or legally mandated. Confidential information includes all non-public information that might be of use to competitors, or harmful to the company or its customers, if disclosed.
- The Company maintains a strict confidentiality policy. During an employee's term of employment with the Company, the employee shall comply with any and all written or unwritten rules and policies concerning confidentiality and shall fulfill the duties and responsibilities concerning confidentiality applicable to the employee.
- In addition to fulfilling the responsibilities associated with his position in the Company, an employee shall not, without obtaining prior approval from the Company, disclose, announce or publish trade secrets or other confidential business information of the Company, nor shall an employee use such confidential information outside the course of his duties to the Company.

- Even outside the work environment, an employee must maintain vigilance and refrain from disclosing important information regarding the Company or its business, customers or employees.
- An employee's duty of confidentiality with respect to the confidential information of the Company survives the termination of such employee's employment with the Company for any reason until such time as the Company discloses such information publicly or the information otherwise becomes available in the public sphere through no fault of the employee.
- Upon termination of employment, or at such time as the Company requests, an employee must return to the Company all of its property without exception, including all forms of medium containing confidential information, and may not retain duplicate materials.

VIII. ACCURACYOF FINANCIAL REPORTS AND OTHER PUBLIC COMMUNICATIONS

Upon the completion of the IPO, the Company will be required to report its financial results and other material information about its business to the public and the SEC. It is the Company's policy to promptly disclose accurate and complete information regarding its business, financial condition and results of operations. Employees must strictly comply with all applicable standards, laws, regulations and policies for accounting and financial reporting of transactions, estimates and forecasts. Inaccurate, incomplete or untimely reporting will not be tolerated and can severely damage the Company and result in legal liability.

Employees should be on guard for, and promptly report, any possibility of inaccurate or incomplete financial reporting. Particular attention should be paid to:

- Financial results that seem inconsistent with the performance of the underlying business;
- Transactions that do not seem to have an obvious business purpose; and
- Requests to circumvent ordinary review and approval procedures.

The Company's senior financial officers and other employees working in the finance department have a special responsibility to ensure that all of the Company's financial disclosures are full, fair, accurate, timely and understandable. Any practice or situation that might undermine this objective should be reported to the Compliance Officer.

Employees are prohibited from directly or indirectly taking any action to coerce, manipulate, mislead or fraudulently influence the Company's independent auditors for the purpose of rendering the financial statements of the Company materially misleading. Prohibited actions include but are not limited to:

- issuing or reissuing a report on the Company's financial statements that is not warranted in the circumstances (due to material violations of U.S. GAAP, generally accepted auditing standards or other professional or regulatory standards);

- not performing audit, review or other procedures required by generally accepted auditing standards or other professional standards;
- not withdrawing an issued report when withdrawal is warranted under the circumstances; or
- not communicating matters required to be communicated to the Company's Audit Committee.

IX. COMPANY RECORDS

Accurate and reliable records are crucial to the Company's business and form the basis of its earnings statements, financial reports and other disclosures to the public. The Company's records are a source of essential data that guides business decision-making and strategic planning. Company records include, but are not limited to, booking information, payroll, timecards, travel and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of our business.

All Company records must be complete, accurate and reliable in all material respects. There is never an acceptable reason to make false or misleading entries. Undisclosed or unrecorded funds, payments or receipts are strictly prohibited. An employee is responsible for understanding and complying with the Company's record keeping policy. An employee should contact the Compliance Officer if he or she has any questions regarding the record keeping policy.

X. COMPLIANCE WITH LAWS AND REGULATIONS

Each employee has an obligation to comply with the laws of the cities, provinces, regions and countries in which the Company operates. This includes, without limitation, laws covering commercial bribery and kickbacks, copyrights, trademarks and trade secrets, information privacy, insider trading, offering or receiving gratuities, employment harassment, environmental protection, occupational health and safety, false or misleading financial information, misuse of corporate assets and foreign currency exchange activities. Employees are expected to understand and comply with all laws, rules and regulations that apply to their positions at the Company. If any doubt exists about whether a course of action is lawful, the employee should seek advice immediately from the Compliance Officer.

XI. DISCRIMINATION AND HARASSMENT

The Company is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, ethnicity, religion, gender, age, national origin or any other protected class. For further information, employees should consult the Compliance Officer.

XII. FAIR DEALING

Each employee should endeavor to deal fairly with the Company's customers, suppliers, competitors and employees. None should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

XIII. HEALTHAND SAFETY

The Company strives to provide employees with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for other employees by following environmental, safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence or threats of violence are not permitted.

Each employee is expected to perform his or her duty to the Company in a safe manner, not under the influence of alcohol, illegal drugs or other controlled substances. The use of illegal drugs or other controlled substances in the workplace is prohibited.

XIV. VIOLATIONS OF THE CODE

All employees have a duty to report any known or suspected violation of this Code, including any violation of laws, rules, regulations or policies that apply to the Company. Reporting a known or suspected violation of this Code by others will not be considered an act of disloyalty, but an action to safeguard the reputation and integrity of the Company and its employees.

If an employee knows of or suspects a violation of this Code, it is such employee's responsibility to immediately report the violation to the Compliance Officer, who will work with the employee to investigate his or her concern. All questions and reports of known or suspected violations of this Code will be treated with sensitivity and discretion. The Compliance Officer and the Company will protect the employee's confidentiality to the extent possible, consistent with the law and the Company's need to investigate the employee's concern.

It is the Company's policy that any employee who violates this Code will be subject to appropriate discipline, including termination of employment, based upon the facts and circumstances of each particular situation. An employee's conduct, if it does not comply with the law or with this Code, can result in serious consequences for both the employee and the Company.

The Company strictly prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. An employee inflicting reprisal or retaliation against another employee for reporting a known or suspected violation will be subject to disciplinary action, including termination of employment.

XV. WAIVERS OF THE CODE

Waivers of this Code will be granted on a case-by-case basis and only in extraordinary circumstances. Waivers of this Code may be made only by the Board, or the appropriate committee of the Board, and may be promptly disclosed to the public if so required by applicable laws and regulations and rules of the New York Stock Exchange.

XVI. CONCLUSION

This Code contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. If employees have any questions about these guidelines, they should contact the Compliance Officer. We expect all employees to adhere to these standards. Each employee is separately responsible for his or her actions. Conduct that violates the law or this Code cannot be justified by claiming that it was ordered by a supervisor or someone in higher management positions. If an employee engages in conduct prohibited by the law or this Code, such employee will be deemed to have acted outside the scope of your employment. Such conduct will subject the employee to disciplinary action, including termination of employment.

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Exhibit 99.2

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[—] February 2011

To: Renren Inc.
23/F, Jing An Center
8 North Third Ring Road East
Beijing, 100028
The People's Republic of China

Ladies and Gentlemen,

Re: Legal Opinion

We are lawyers qualified in the People's Republic of China (the "PRC") and are qualified to issue opinions on PRC Laws (as defined in Section I). For the purpose of this legal opinion (this "Opinion"), the PRC does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region or Taiwan.

We act as PRC counsel to Renren Inc. (the "Company"), a company incorporated under the laws of the Cayman Islands, in connection with (a) the Company's Registration Statement on Form F-1 (the "Registration Statement"), initially filed with the Securities and Exchange Commission (the "SEC") under the U.S. Securities Act of 1933, as amended, including the prospectus that forms a part of the Registration Statement (the "Prospectus"), on [—] 2011, relating to the offering by the Company of a certain number of the Company's American Depositary Shares ("ADSs"), each representing ordinary shares with a par value [—] per share of the Company, and (b) the sale of the Company's ADSs and listing of the Company's ADSs on the [New York Stock Exchange / NASDAQ Global Market]. We have been requested to give this Opinion as to the matters set forth below.

In rendering this Opinion, we have examined the Registration Statement, the originals or copies certified or otherwise identified to our satisfaction, of documents provided to us by the Company and such other documents, corporate records, certificates, approvals and other instruments as we have deemed necessary for the purpose of rendering this Opinion, including, without limitation, originals or copies of the agreements and certificates issued by PRC authorities and officers of the Company ("Documents"). In such examination, we have assumed the accuracy of the factual matters described in the Registration Statement and that the Registration Statement and other documents will be executed by the parties in the forms provided to and reviewed by us. All the Documents and the factual statements provided to us by the Company and the PRC Companies, including but not limited to those set forth in the Documents, are complete, true and accurate. Where important facts were not independently established to us, we have relied upon certificates issued by the Government Agency (as defined in Section I) with proper authority and the appropriate representatives of the Company and/or the PRC Operating Entities with the proper powers and functions.

We have also assumed the genuineness of all signatures, seals and chops, the authenticity of all Documents submitted to us as originals, and the conformity with the originals of all Documents submitted to us as copies, and the truthfulness, accuracy and completeness of all Documents and the factual statements in such Documents. We have further assumed that the Documents provided to us remain in full force and effect up to the date of this Opinion and have not been revoked, amended, varied or supplemented except as otherwise indicated in such Documents.

I. Definitions

The following terms as used in this Opinion are defined as follows:

"PRC Subsidiary"	means Qianxiang Shiji Technology Development (Beijing) Co., Ltd.(Qianxiang Shiji).
"Affiliated Companies"	means Beijing Qianxiang Tiancheng Technology Development Co., Ltd.(Qianxiang Tiancheng) and its subsidiaries.
"CIAC"	means CIAC/ChinaInterActiveCorp, a company incorporated under the laws of the Cayman Islands and of which 100% equity interest is directly owned by the Company.
"Government Agency"	means any national, provincial, municipal or local governmental authority, agency or body having jurisdiction over any of the PRC Operating Entities in the PRC.
"Governmental Authorization"	means all consents, approvals, authorizations, permissions, orders, registrations, filings, licenses, clearances and qualifications of or with any Government Agency.

"Material Adverse Effect"	means any event, circumstance, condition, occurrence or situation or any combination of the foregoing that has or could be reasonably expected to have a material and adverse effect upon the condition (financial or otherwise), business, properties or results of operations or prospects of the Company, CIAC, the PRC Subsidiary and the PRC Operating Entities taken as a whole.
"PRC Laws"	means any and all laws, regulations, statutes, rules, decrees, notices and supreme court judicial interpretations currently in force and publicly available in the PRC as of the date hereof.
"Prospectus"	means the prospectus, including all amendments or supplements thereto, that forms part of the Registration Statement.
"Renminbi"	means the lawful currency of the PRC.

II. Opinions

1. The PRC Subsidiary has been duly organized and is validly existing as a wholly foreign owned enterprise under the PRC Laws, with legal person status and corporate power and authority to own or lease its properties and conduct its business as described in the Prospectus; the PRC Subsidiary is duly qualified to transact business within the business scope as specified in its business license in the PRC; the registered capital of the PRC Subsidiary has been duly authorized and is fully paid and is owned by CIAC; the registered capital of the PRC Subsidiary is owned free and clear of all liens, encumbrances, equities and claims, and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligations into any shares of capital stock or of ownership interests in the PRC Subsidiary are outstanding; the PRC Subsidiary has obtained all approvals, authorizations, consents and orders, and has made all filings, which are required under the PRC Laws for the ownership interest by CIAC of the relevant equity interest in the PRC Subsidiary; the articles of association and the business license of the PRC Subsidiary comply with the requirements of applicable PRC Laws and are in full force and effect.

2. Each of the Affiliated Companies has been duly organized and is validly existing as a limited liability company under the PRC Laws, with legal person status and corporate power and authority to own or lease its properties and conduct its business as described in the Prospectus; each of the Affiliated Companies is duly qualified to transact business within the business scope as specified in their respective business licenses in the PRC; the registered capital of each of the Affiliated Companies has been duly authorized and is fully paid and is owned by its shareholder; the articles of association and the business license of each of the Affiliated Companies comply with the requirements of applicable PRC Laws and are in full force and effect.

3. The description of the corporate structure of the Company and the various contracts between the PRC Subsidiary and the Affiliated Companies listed in Schedule I attached hereto (each a "Corporate Structure Contract" and collectively the "Corporate Structure Contracts") as set forth in the Prospectus under the captions "Corporate History and Structure", is true and accurate in all material respects and nothing has been omitted from such description which would make it misleading in any material respect. There is no other agreement, contract or other document relating to the corporate structure of the PRC Subsidiary and the Affiliated Companies (collectively, the "PRC Operating Entities") which has not been, to the extent material to the Company and the PRC Operating Entities, disclosed in the Registration Statement and the Prospectus. The ownership structure of the Company and the PRC Operating Entities, individually or in the aggregate, does not violate, breach, contravene or conflict with any applicable PRC Laws.

4. The entering into and the consummation of the transactions contemplated in the Corporate Structure Contracts as described in the Prospectus constitute legal, valid and binding obligations of all the parties thereto, enforceable against all the parties thereto, in accordance with their terms; all necessary steps for the transactions contemplated in the Corporate Structure Contracts have being taken and all consents required from the respective parties have been obtained and are in full force and effect; all governmental approvals, consents, registrations, filings and all necessary steps required in the PRC for the transactions contemplated in the Corporate Structure Contracts, except for those in connection with (x) the trademark license and (y) the future transfer of the equity interest in Qianxiang Tiancheng, as the case may be, as contemplated under the applicable Corporate Structure Contracts, have been obtained, made and/or taken and are in full force and effect; the obligations undertaken by and the rights granted to each party to the Corporate Structure Contracts are legally permissible under PRC Laws.

5. Each PRC Operating Entity has taken all necessary corporate and other actions and fulfilled all conditions required by the PRC Laws for the entering into, execution, adoption, assumption, issuance, delivery and performance of their respective obligations under each of the Corporate Structure Contracts to which it is a party, and the representatives of the relevant PRC Operating Entity have been duly authorized to do so.

6. To the best of our knowledge after due and reasonable inquiries, the execution, delivery and performance by each of the parties of each of the Corporate Structure Contracts to which any of them is a party does not and will not contravene, result in a breach or violation of or constitute a default under (a) in the case of the PRC Operating Entities, any of the terms and provisions of their respective articles of association or any of their respective business licenses, (b) any applicable PRC Laws, (c) any arbitration award or judgment, order or decree of any court of the PRC by which any of the PRC Operating Entities is bound or to which any of the properties or assets of the PRC Operating Entities is subject, as the case may be, or (d) any agreement or instrument to which any of them is expressed to be a party or which is binding on any of them or any of their assets, except where, in respect of (d) above, such violation, breach or default would not, individually or in the aggregate, have a Material Adverse Effect; each Corporate Structure Contract is in full force and effect and none of the parties thereto is in breach or default in the performance of any of the terms or provisions of such Corporate Structure Contract; no Corporate Structure Contract has been amended or revoked or is liable to be set aside under any applicable PRC Laws.

7. To the best of our knowledge after due and reasonable inquiry there are no legal, administrative, arbitration or other proceedings which have challenged the legality, effectiveness or validity of the Corporate Structure Contracts and/or the transactions contemplated thereby, individually or taken as a whole, and to the best of our knowledge after due inquiry, no such proceedings are threatened or contemplated by any governmental or regulatory authority or by any other persons.

8. According to the “Provisions Regarding Mergers and Acquisitions of Domestic Enterprises by Foreign Investors” (the “M&A Rule”), issued by the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission, the State Administration of Taxation, the State Administration for Industry and Commerce, the China Securities Regulatory Commission (the “CSRC”), and SAFE on August 8, 2006, offshore special purpose vehicles, or SPVs, formed for listing purposes through acquisitions of PRC domestic companies and controlled by PRC companies or individuals are required to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange. As disclosed in the Prospectus, under current PRC Laws, neither CSRC approval nor any other Governmental Authorization is required in the context of the Offering, because (i) the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like the Company’s under the Prospectus are subject to this regulation, and (ii) given that Qianxiang Tiancheng and Qianxiang Shiji were incorporated before September 8, 2006, the effective date of this regulation, and that no provision in this regulation clearly classified contractual arrangements as a type of transaction subject to its regulation, the Company is not required to submit an application the CSRC for its approval of the listing and trading of its ADSs on the [New York Stock Exchange / NASDAQ Global Market].

9. The statements set forth in the Prospectus under the captions “Prospectus Summary”, “Risk Factors”, “Related Party Transactions”, “Business”, “Corporate History and Structure”, “Regulation”, “Enforcement of Civil Liabilities”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Taxation” and “Taxation”, insofar as such statements describe or summarize PRC legal or regulatory matters referred to therein, are true, accurate in all material aspects, and fairly present and summarize the PRC legal and regulatory matters referred to therein; such statements do not contain untrue statements of material facts, and do not omit to state any material fact necessary to make the statements, in light of the circumstances under which they are made, not misleading.

III. Qualifications

This Opinion is subject to the following qualifications:

(i) This Opinion relates only to the PRC Laws and we express no opinion as to any other laws or regulations. There is no guarantee that any of the PRC Laws, or the interpretation thereof or enforcement therefor, will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect.

(ii) This Opinion is intended to be used in the context that is specifically referred to herein and each section should be looked at as a whole regarding the same subject matter.

(iii) This Opinion is subject to the effects of (i) certain legal or statutory principles affecting the enforceability of contractual rights generally under the concepts of public interest, national security, good faith and fair dealing, applicable statutes of limitation, and the limitations of bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditor’s rights generally; (ii) any circumstance in connection with the formulation, execution or performance of any legal documents that would be deemed materially mistaken, clearly unconscionable or fraudulent; (iii) judicial discretion with respect to the availability of injunctive relief, the calculation of damages, and any entitlement to attorneys’ fees and other costs; and (iv) the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in connection with the interpretation, implementation and application of relevant PRC Laws.

This Opinion is rendered to you for the purpose hereof only, and save as provided for herein, this Opinion shall not be quoted nor shall a copy be given to any person (apart from the addressee) without our express prior written consent except where such disclosure is required to be made by applicable law or is requested by the SEC or any other regulatory agencies.

We hereby consent to the use of this Opinion in, and its being filed as an exhibit to, the Registration Statement. In giving such consent, we do not thereby admit that we fall within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder.

Yours faithfully,

TransAsia Lawyers

SCHEDULE I

Corporate Structure Contracts

1. Business Operations Agreement, dated as of December 23, 2010, among Qianxiang Shiji, Qianxiang Tiancheng and its shareholders
2. Powers of Attorney, dated as of December 23, 2010, by the shareholders of Qianxiang Tiancheng
3. Spousal Consent Letters, dated as of December 23, 2010, by the spouse of each of the shareholders of Qianxiang Tiancheng
4. Amended and Restated Exclusive Technical Service Agreement, dated as of December 23, 2010, between Qianxiang Shiji and Qianxiang Tiancheng
5. Amended and Restated Intellectual Property Right License Agreement, dated as of December 23, 2010, between Qianxiang Shiji and Qianxiang Tiancheng
6. Amended and Restated Equity Interest Pledge Agreements, dated as of December 23, 2010, between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng
7. Amended and Restated Equity Option Agreements, dated as of December 23, 2010, between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng
8. Amended and Restated Loan Agreements dated as of December 23, 2010, between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng